IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

BETTER MARKETS, INC., Plaintiff, v. UNITED STATES DEPARTMENT OF JUSTICE, et al., Defendants.	Civil Action No. 14-190 (BAH)

DEFENDANTS' MOTION TO DISMISS

Defendants, the United States Department of Justice and Eric H. Holder, Jr., in his official capacity as Attorney General of the United States, hereby move the Court to dismiss this action in its entirety. See Fed. R. Civ. P. 12. The grounds for this motion are set forth in the accompanying memorandum of law.

Dated: May 19, 2014

Respectfully submitted,

STUART F. DELERY
Assistant Attorney General

ARTHUR R. GOLDBERG
Assistant Branch Director

/s/ *Eric Beckenhauer*
ERIC B. BECKENHAUER
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Ave. NW
Washington, DC 20530
Tel: (202) 514-3338
Fax: (202) 616-8470
E-mail: Eric.Beckenhauer@usdoj.gov

Counsel for Defendants

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MEMORANDUM IN SUPPORT OF
DEFENDANTS' MOTION TO DISMISS

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INTRODUCTION

In the years leading up to the 2008 financial crisis, JPMorgan Chase & Co. ("JPMorgan") bought billions of dollars of residential mortgages from lending institutions. It pooled those mortgages and packaged them into securities, known as residential mortgage–backed securities, or RMBS, whose value depended on homeowners' ability to make their mortgage payments. It marketed and sold those securities to the public, telling investors that the underlying mortgages complied with underwriting guidelines used by the original lenders to assess creditworthiness and minimize the risk of default. But many of those mortgages did not, in fact, comply with underwriting guidelines — making the securities far riskier than advertised. Ultimately, when the housing market faltered in 2006, the value of the securities plummeted, helping to spark the financial crisis.

Authorities at all levels of government soon began investigating abuses in the RMBS market, both on behalf of troubled homeowners and on behalf of investors left holding the toxic securities. Many of those investigations were overlapping, resulting in scores of enforcement actions and lawsuits scattered across the country. In November 2013, the Department of Justice — together with the Federal Deposit Insurance Corporation, the Federal Housing Finance Agency, the National Credit Union Administration, and the attorneys general of California, Delaware, Illinois, Massachusetts, and New York — announced a "global settlement" of civil claims against JPMorgan arising out of its RMBS practices. In short, JPMorgan agreed to pay $13 billion, including $4 billion in consumer relief, to settle a defined set of claims — including those at issue in nineteen separate federal and state lawsuits, which have since been dismissed with prejudice.

In this case, Plaintiff asks the Court to invalidate this global settlement, thus removing billions of dollars from the federal treasury — and from the wallets of troubled homeowners across the nation. Plaintiff also asks the Court to enjoin the Department of Justice from enforcing the global settlement "unless and until" it files a lawsuit and submits the settlement for judicial review and approval, presumably in the form of a proposed consent decree. There is no basis for either request.

The crux of Plaintiff's complaint is clear: It believes that the Department of Justice should have driven a harder bargain, so it wants a court to second-guess the terms of the settlement. But it is well established that an executive branch agency's decision to enter into a settlement agreement is presumptively unreviewable. Indeed, the Attorney General has plenary power to settle claims of the United States, and as the Supreme Court has explained, that includes "the power to make erroneous decisions as well as correct ones." Swift & Co. v. United States, 276 U.S. 311, 331-32 (1928). Thus, Plaintiff's claim that DOJ's decision to settle was arbitrary and capricious, or an abuse of discretion, must fail.

Plaintiff's statutory claims fare no better. Although Congress may limit the Attorney General's settlement discretion by a "clear and unambiguous" statutory directive, Plaintiff identifies no such directive here. Nothing in Section 951 of the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA"), 12 U.S.C. § 1833a, purports to require the Attorney General to bring a civil penalty action under any particular circumstances. And the provision of the Administrative Procedure Act ("APA") addressing the imposition of sanctions, 5 U.S.C. § 558(b), has no bearing here because no sanction was "imposed": the settlement agreement was a contract between willing parties, and JPMorgan's obligation to pay the

settlement amount was not imposed by law or governmental compulsion, but assumed voluntarily.

Plaintiff's remaining attempts to overcome the presumption of nonreviewability are equally meritless. The contention that DOJ "abdicated" its statutory responsibilities by settling with JPMorgan — after conducting an investigation, drafting a complaint, engaging in settlement negotiations, and securing the largest civil settlement in history — deprives that term of any meaning. The argument that DOJ encroached on the judicial power by settling "without filing a lawsuit and seeking judicial review" also has no basis in constitutional principle. In fact, the decision whether to initiate an enforcement action is constitutionally committed to the executive branch under Article II. Thus, the executive's decision to settle a dispute — and thereby end any case or controversy justiciable under Article III — does not intrude on the judicial power. Moreover, as a practical matter, federal agencies routinely settle claims without seeking court approval. If Plaintiff's vision of the separation of powers takes root, the federal courts would be overwhelmed with reviewing the settlement of virtually every claim made by the Department of Justice.

But the Court need not even reach these issues, because Plaintiff's claims fail for a more basic reason: lack of standing. Plaintiff alleges no cognizable injury to itself as an organization. Its assertion that the settlement "conflicts" with its mission to promote stronger regulation of the financial industry is the classic abstract policy concern that cannot confer standing, and Plaintiff fails to show that any resources spent criticizing the settlement have diverted it from its mission. Regardless, the remedies Plaintiff seeks will not redress its alleged injuries. If the settlement were set aside, the parties' rights and obligations under that contract would be thrust into uncertainty. It is unclear whether DOJ would file a lawsuit — a step that Plaintiff acknowledges

it could not compel — or whether the parties would again reach a meeting of the minds. Thus, Plaintiff can only speculate that it would ultimately obtain either a complaint with the information it seeks or a judicial assessment of any settlement. Therefore, whether for lack of standing or for failure to overcome the presumption of nonreviewability, Plaintiff's claims should be dismissed under Rule 12(b)(1) for lack of jurisdiction.

In the alternative, Plaintiff's claims should be dismissed under Rule 12(b)(7) for failure to join indispensable parties. In asking the Court to invalidate the settlement agreement, Plaintiff seeks to extinguish the rights of all parties to that contract — including California, Delaware, Illinois, and Massachusetts — but has not and likely cannot join them in this action, leaving their interests at substantial risk.

For any or all of these reasons, the Court should dismiss this action in its entirety.

BACKGROUND

A. Investigation of JPMorgan

The following facts come from the complaint and documents incorporated therein by reference, which are taken as true for purposes of this motion. Between 2005 and 2008, DOJ conducted investigations of the packaging, marketing, sale, and issuance of RMBS by JPMorgan and its affiliates. Compl. ¶¶ 8, 67(a); Settlement Agreement ("SA") ¶ A (attached as Ex. 1). As part of that investigation, attorneys in the U.S. Attorney's Office for the Eastern District of California, in Sacramento, with the help of a whistleblower, "amassed nationwide evidence of fraudulent activity" by JPMorgan. Id. ¶ 74(b). Although the parties had discussed settlement, those talks had reached an impasse, with JPMorgan offering a payment of only $3 billion. See id. ¶ 74(g).

With negotiations stalled, DOJ prepared to file a civil lawsuit against JPMorgan and, on September 23, 2013, sent a draft complaint to the bank's CEO, Jamie Dimon. Id. ¶ 74(c). The next day, shortly before DOJ planned to announce its filing of the complaint, Mr. Dimon telephoned Associate Attorney General Tony West and offered to increase JPMorgan's settlement payment by billions of dollars to resolve the potential claims. Id. ¶¶ 19, 74(d)-(e). A day or two later, Mr. Dimon met directly with the Attorney General. Id. ¶¶ 19, 74(g).

Over the course of the next two months, Mr. Dimon spoke with the Attorney General approximately five times to negotiate settlement terms. Id. ¶ 74(g). The parties ultimately agreed on a total payment of $13 billion, and signed the settlement agreement on November 13, 2013. Id. Associate Attorney General Tony West signed on behalf of the United States.[1]

B. Terms of the Settlement Agreement

As is common in settlement agreements, JPMorgan did not admit to any violation of law. Compl. ¶¶ 8, 66(c); SA ¶ 18; see, e.g., SEC v. Citigroup Global Mkts., Inc., 673 F.3d 158, 166 (2d Cir. 2012) ("It is commonplace for settlements to include no binding admission of liability."). It did, however, acknowledge the following facts. SA ¶ G.[2]

"Between 2005 and 2007, JPMorgan purchased loans for the purpose of packaging and selling" RMBS. SA, Annex 1, at 1. Before purchasing the loans, "employees at JPMorgan

[1] See 28 C.F.R. § 0.161(b) ("The Deputy Attorney General or the Associate Attorney General, as appropriate, is authorized to exercise the settlement authority of the Attorney General as to all claims asserted by or against the United States."); cf. id. § 0.160 ("Assistant Attorneys General are authorized, with respect to matters assigned to their respective divisions, to . . . [a]ccept offers in compromise of claims asserted by the United States in all cases in which the difference between the gross amount of the original claim and the proposed settlement does not exceed $2,000,000 or 15 percent of the original claim, whichever is greater.").

[2] Plaintiff's contention that JPMorgan "acknowledged" but did not "admit" these facts, Compl. ¶¶ 68-72, is semantic hairsplitting. See, e.g., Random House Dictionary of the English Language 17 (2d ed. 1987) (defining "acknowledge" as "to admit to be real or true").

conducted 'due diligence' to confirm," among other things, that the "loans were originated consistent with specific origination guidelines provided by the seller." Id. During the "due diligence process, JPMorgan employees were informed . . . that a number of the loans included in at least some of the loan pools that it purchased and subsequently securitized did not comply with the originators' underwriting guidelines." Nevertheless, "JPMorgan represented to investors in various offering documents that loans in the securitized pools were originated 'generally' in conformity with the loan originator's underwriting guidelines." Id. But, "in certain instances, at the time these representations were made to investors, the loan pools being securitized contained loans that did not comply with the originators' underwriting guidelines." Id.

In particular, during the due diligence process, before purchasing the loans, "JPMorgan contracted with industry leading third party due diligence vendors to re-underwrite the loans it was purchasing from loan originators." Id. at 3. "The vendors assigned one of three grades to each of the loans they reviewed. An Event 1 grade meant that the loan complied with underwriting guidelines. An Event 2 meant that the loans did not comply with underwriting guidelines, but had sufficient compensating factors to justify the extension of credit. An Event 3 meant that the vendor concluded that the loan did not comply with underwriting guidelines and was without sufficient compensating factors to justify the loan." Id. at 3. Event 3 loans included, for example, "loans with high loan-to-value ratios (some over 100 percent); high debt-to-income ratios; inadequate or missing documentation of income, assets, and rental/mortgage history; stated incomes that the vendors concluded were unreasonable; and missing appraisals." Id. at 4. JPMorgan then "reviewed loans scored Event 3 by the vendors" and "made the final purchase decisions." Id. at 3-4.

"JPMorgan directed that a number of the uncured Event 3 loans be 'waived' into the pools . . . which then went into JPMorgan inventory for securitization." Id. at 4. Some Event 3 loans were waived in on a case-by-case basis, but "JPMorgan due diligence managers also ordered 'bulk' waivers" in some circumstances "without analyzing these loans on a case-by-case basis." Id. "Further, even though the Event 3 rate in the random samples indicated that the un-sampled portion of a pool likely contained additional" problematic loans, "JPMorgan purchased and securitized the loan pools without reviewing and eliminating those loans from the un-sampled portions of the pools." Id. at 4-5.

Meanwhile, in its marketing materials, JPMorgan "represented that the originators had a 'solid underwriting platform' and . . . that before purchasing a pool, a 'thorough due diligence is undertaken to ensure compliance with [underwriting] guidelines.'" Id. at 3. Its "salespeople marketed its due diligence process to investors . . . through presentations given at industry conferences" and via "oral communications that were often scripted by internal sales memoranda." Id. And in offering documents, JPMorgan represented that any "exceptions were made based on 'compensating factors,' determined after 'careful consideration' on a 'case-by-case basis.'" Id. at 2.

Despite these representations, although "employees of JPMorgan . . . received information that, in certain instances, loans that did not comply with underwriting guidelines were included in the RMBS sold and marketed to investors," "JPMorgan . . . did not disclose this to securitization investors." Id. at 1.

To resolve claims arising out of its conduct, JPMorgan agreed to pay a total of $13 billion. SA ¶¶ 1, 2. Of that amount:

- $4 billion will be disbursed by JPMorgan as consumer relief, such as loan forgiveness and interest rate reductions for troubled homeowners. SA ¶ 2; Annex 2.

- $4 billion was paid to resolve claims of the Federal Housing Finance Agency as conservator of Fannie Mae and Freddie Mac, including the claims at issue in four federal lawsuits alleging that JPMorgan made false or misleading statements in registration and marketing materials in violation of the federal Securities Act of 1933 and various state securities laws. SA ¶¶ D, 1(B); Ex. B ¶¶ 5(b)-(c).

- $2 billion was paid to the U.S. Department of Justice as a civil monetary penalty under FIRREA. SA ¶ 1(A)(i).

- $1.4 billion was paid to resolve claims of the National Credit Union Administration as the liquidating agent of five insolvent federal credit unions, including the claims at issue in four federal lawsuits alleging violations of federal and state securities laws. SA ¶¶ E, 1(A)(ii); Ex. C at 1-2, 6.

- $515 million was paid to resolve claims of the Federal Deposit Insurance Corporation as receiver for six failed banks, including the claims at issue in five federal lawsuits and five state lawsuits alleging violations of federal and state securities laws. SA ¶¶ F, 1(A)(iii); Ex. D at 2-4 & n.2.

- $613 million was paid to resolve claims of the State of New York, including a state lawsuit alleging violations of New York fraud laws. SA ¶¶ C, 1(G); Ex. A.

- And $454 million was paid to resolve potential claims of the States of California, Delaware, and Illinois, and the Commonwealth of Massachusetts. SA ¶¶ B, 1(C)-(F).

In exchange for JPMorgan's promises to pay the full settlement amount, including the consumer relief, and to cooperate fully in further federal investigations, the United States released certain claims against JPMorgan. That release covered any claims that the Civil Division of the Department of Justice had the actual and present authority to assert and compromise under 28 C.F.R. § 0.45 — including claims under FIRREA, the False Claims Act, the Program Fraud Civil Remedies Act, the Racketeer Influenced and Corrupt Organizations Act, the Injunctions Against Fraud Act, and various common law theories of liability. SA ¶ 5. But it covered only activities that the settlement agreement defined as "Covered Conduct." SA ¶ 3.

For example, it covered only conduct before January 1, 2009. Id.[3] It covered only residential mortgage–backed securities, not other collateralized debt obligations or derivative securities. Id. It covered only JPMorgan and its corporate affiliates, not individual employees. SA ¶ 11(b). And it covered only civil claims — not criminal ones. SA ¶ 11(a), (c).

C. Performance of the Settlement Agreement

In accordance with the settlement agreement, JPMorgan has already paid out $9 billion — the entire settlement amount aside from the consumer relief. In turn, each of the nineteen lawsuits mentioned above has already been dismissed, with prejudice, as to JPMorgan. See Compl. ¶ 77; cf. id. ¶ 48(c). The consumer relief will be disbursed over the next three years under the supervision of an independent monitor. SA ¶ 2; Annex 2.

D. This Action

Plaintiff's complaint brings seven counts. Counts 1 through 5 assert claims under the APA, 5 U.S.C. § 501 et seq. Count 1 alleges that DOJ violated the separation of powers doctrine by entering the settlement agreement "without filing a lawsuit and seeking judicial review and approval." Compl. ¶ 105. Count 2 alleges that DOJ lacked any statutory authority to enter the settlement agreement. Id. ¶ 108. Count 3 alleges that (a) this case presents "extraordinary circumstances" rendering it "arbitrary and capricious" for DOJ to enter the settlement agreement without seeking judicial review, and that (b) DOJ has "abdicat[ed] its responsibility to enforce the law" by "declaring its intention to use the Agreement as a template in future cases." Id. ¶ 111-12. Count 4 alleges that DOJ violated FIRREA by collecting a $2 billion settlement

[3] Plaintiff's allegation that "DOJ does not even clearly state the period for which it is granting [JPMorgan] immunity" is plainly incorrect. Compl. ¶ 8. In the settlement agreement, the United States releases JPMorgan from liability for only "Covered Conduct," SA ¶ 5, which is defined to include only "RMBS issued prior to January 1, 2009," id. ¶ 3.

payment "without any court involvement." Id. ¶ 115. Last, Count 5 alleges that DOJ violated 5 U.S.C. § 558(b) by "imposing" a monetary sanction. Id. ¶ 119.

Counts 6 and 7 assert entitlement to injunctive and declaratory relief, but no further substantive claims. Id. ¶¶ 122-29. Plaintiff asks the Court to declare that "[t]he $13 Billion Agreement is unlawful and invalid in whole or in part." Id. ¶ 130(a)(vi). It also asks the Court to enjoin DOJ from enforcing the agreement "unless and until the DOJ submits the $13 Billion Agreement to a court so that such court may review all the facts and circumstances, enlarge the record supporting the $13 Billion Agreement as it deems necessary, and determine whether the $13 Billion Agreement meets the applicable standard of review." Id. ¶ 130(b).

LEGAL STANDARDS

To survive a motion to dismiss under Rule 12(b)(1), a plaintiff must establish the court's jurisdiction by a preponderance of the evidence. See Lujan v. Defenders of Wildlife, 504 U.S. 555, 561 (1992). When considering a motion under Rule 12(b)(1), the Court must accept all well-pleaded allegations as true. See Am. Nat'l Ins. Co. v. FDIC, 642 F.3d 1137, 1139 (D.C. Cir. 2011). The Court need not, however, accept inferences that are unsupported by facts alleged in the complaint or that amount to mere legal conclusions. See Browning v. Clinton, 292 F.3d 235, 242 (D.C. Cir. 2002). In evaluating subject-matter jurisdiction, the court may, when necessary, look beyond the complaint to "undisputed facts evidenced in the record, or the complaint supplemented by undisputed facts plus the court's resolution of disputed facts." Herbert v. Nat'l Acad. of Sciences, 974 F.2d 192, 197 (D.C. Cir. 1992).

ARGUMENT

The Court should dismiss this case under Rule 12(b)(1) for lack of jurisdiction for two independent reasons: (1) because Plaintiff fails to establish standing and (2) because agency enforcement decisions are presumed unreviewable, and Plaintiff fails to rebut that presumption. Alternatively, the Court should dismiss this case under Rule 12(b)(7) for failure to join indispensable parties.

I. THE COURT LACKS JURISDICTION BECAUSE PLAINTIFF LACKS STANDING.

To establish Article III standing, an organization suing on its own behalf must meet the familiar standing requirements that apply to individuals: (1) injury in fact; (2) causation; and (3) redressability. See, e.g., Nat'l Taxpayers Union, Inc. v. United States, 68 F.3d 1428, 1433 (D.C. Cir. 1995). As the party invoking the Court's jurisdiction, Plaintiff bears the burden "clearly to allege facts demonstrating" each of these three elements. Warth v. Seldin, 422 U.S. 490, 518 (1975). The necessary facts "must affirmatively appear in the record" and "cannot be inferred argumentatively from averments in the pleadings." FW/PBS, Inc. v. Dallas, 493 U.S. 215, 231 (1990). The standing inquiry is "'especially rigorous when reaching the merits of the dispute would force [a court] to decide whether an action taken by one of the other two branches of the Federal Government was unconstitutional.'" Clapper v. Amnesty Int'l USA, 133 S. Ct. 1138 (2013) (citation omitted).

Here, Plaintiff fails to establish either that DOJ's decision to settle caused it a cognizable harm, or that the relief it seeks will redress its alleged injuries. Therefore, Plaintiff lacks standing, and the Court lacks jurisdiction.

A. Plaintiff Fails To Establish Any Cognizable Injury.

In this case, Plaintiff was not the object of any government regulation, adjudication, or policy. Rather, its principal claim of injury is that the settlement "conflicts" with its mission to promote stronger regulation of the financial industry. That is precisely the type of abstract policy concern that is insufficient to confer standing.

The federal courts do not sit to air arguments "at the behest of organizations or individuals who seek to do no more than vindicate their own value preferences," Sierra Club v. Morton, 405 U.S. 727, 740 (1972), or to resolve "generalized grievances more appropriately addressed in the representative branches," Elk Grove Unified Sch. Dist. v. Newdow, 542 U.S. 1, 12 (2004) (citation omitted). Thus, a "mere 'interest in a problem,' no matter how longstanding the interest and no matter how qualified the organization is in evaluating the problem," is insufficient to create standing. Sierra Club, 405 U.S. at 739. As the Supreme Court has explained:

> [I]f a 'special interest' in [a] subject were enough to entitle [one organization] to commence this litigation, there would appear to be no objective basis upon which to disallow a suit by any other bona fide 'special interest' organization however small or short-lived. And if any group with a bona fide special interest could initiate such litigation, it is difficult to perceive why any individual citizen with the same bona fide special interest would not also be entitled to do so.

Id. Accordingly, it is well established that an "'organization's mere abstract concern with a subject that could be affected by an adjudication does not substitute for the concrete injury required by Article III.'" Spann v. Colonial Village, Inc., 899 F.2d 24, 27 (D.C. Cir. 1990) (quoting Simon v. E. Ky. Welfare Rights Org., 426 U.S. 26, 40 (1976)).

To establish Article III injury, an organization must demonstrate a "'concrete and demonstrable injury to the organization's activities — with [a] consequent drain on the organization's resources — constituting . . . more than simply a setback to the organization's

abstract social interests.'" Nat'l Taxpayers Union, 68 F.3d at 1433 (quoting Havens Realty Corp. v. Coleman, 455 U.S. 363, 379 (1982)). "Such a showing requires 'more than allegations of damage to an interest in "seeing" the law obeyed or a social goal furthered.'" Id. (quoting Am. Legal Found. v. FCC, 808 F.2d 84, 92 (D.C. Cir. 1987)). Rather, "'the organization must allege that discrete programmatic concerns are being directly and adversely affected'" by the challenged action. Id. (citation omitted).

Plaintiff offers five varieties of alleged injury, but none meets this test. Its principal assertion — that the settlement agreement conflicts with its mission — is plainly insufficient. Specifically, Plaintiff alleges that the settlement "conflict[s] with [its] mission" "to promot[e] settlements in enforcement actions that are transparent, based on an adequate record, strong enough . . . and . . . subjected to judicial review," because the settlement "has none of those attributes." Compl. ¶ 103(a) (emphasis omitted; capitalization altered). But "'[c]onflict between a defendant's conduct and an organization's mission is alone insufficient to establish Article III standing. Frustration of an organization's objectives is the type of abstract concern that does not impart standing.'" Ctr. for Law & Educ. v. Dep't of Educ., 396 F.3d 1152, 1161-62 (D.C. Cir. 2005) (quoting Nat'l Treas. Employees Union v. United States, 101 F.3d 1423, 1429 (D.C. Cir. 1996)) (emphasis added). Rather, "[t]o claim organizational standing, [a] plaintiff must allege that its 'activities have been impeded,' not just that its 'mission has been compromised.'" Am. Sports Council v. U.S. Dep't of Educ., 850 F. Supp. 2d 288, 299 (D.D.C. 2012) (citing Abigail Alliance for Better Access v. Eschenbach, 469 F.3d 129, 133 (D.C. Cir. 2006)). Here, Plaintiff remains entirely free to pursue its mission "to promote settlements" that meet its policy goals. Nothing in this settlement changes that. And the mere fact that this settlement does not meet Plaintiff's ideal is the quintessential "abstract concern" that does not confer standing.

Plaintiff's second alleged injury — that it has been forced to "expend significant resources" to "counteract the harmful effects" of the settlement — gets it no further. Compl. ¶ 103(c) (emphasis omitted). Although Plaintiff spills much ink on this point, the only "expenditures" it even vaguely identifies are an unspecified number of unidentified "blog posts, press statements, and interviews" advocating that the settlement agreement was not strong or transparent enough. Id. ¶ 103(c)(i). That, too, is insufficient. To begin, an "'organization cannot . . . manufacture the injury necessary to maintain a suit from its expenditure of resources on that very suit.'" Nat'l Taxpayers Union, 68 F.3d at 1434 (quoting Spann, 899 F.2d at 27); see also id. ("'The mere fact that an organization redirects some of its resources to litigation and legal counseling in response to actions or inactions of another party is insufficient to impart standing upon the organization.'") (citation omitted). Plaintiff's website suggests that, since the settlement agreement was signed on November 19, 2013, Plaintiff has written three blog entries,[4] three press releases,[5] and conducted a single interview[6] regarding the settlement — almost half of which simply advertise this lawsuit.

[4] Better Markets Blog, Suing DOJ to Require Transparency & Accountability (Mar. 10, 2014, 12:01 pm); Fact Sheet: Better Markets Files Lawsuit Challenging the Record-Setting $13 Billion Settlement Agreement Between the Department of Justice and JP Morgan Chase (Feb 10, 2014, 12:00 pm); What the Public Still Does Not Know about the JP Morgan Chase Settlement (Nov. 26, 2013, 2:52 pm), available at http://bettermarkets.com/blogs/better-markets-blog#.U3BDd6EpCmQ (last visited May 11, 2014).

[5] Press Release, Better Markets, Inc., Better Markets Files Lawsuit Challenging the U.S. Department of Justice's Unlawful, Unprecedented and Unilateral Agreement Granting JP Morgan Chase Blanket Immunity In Exchange for $13 Billion (Feb. 10, 2014, 12:00 pm); What the Public Still Does Not Know about the JP Morgan Chase Settlement (Nov. 26 2013, 12:27 pm); If It's Not an Indefensible Sweetheart Settlement, Why Did DOJ Fail to Disclose Key Information about It? (Nov. 19, 2013, 6:35 pm), available at http://bettermarkets.com/reform-news/press-releases#.U3BGXKEpCmQ (last visited May 11, 2014).

Regardless, even if these press activities were entirely unrelated to this litigation, Plaintiff's supposed "expenditures" on them would not amount to a cognizable injury, because Plaintiff cannot show that they were for "'operational costs beyond those normally expended' to carry out its advocacy mission." Nat'l Ass'n of Home Builders v. EPA, 667 F.3d 6, 12 (D.C. Cir. 2011) (quoting Nat'l Taxpayers Union, 68 F.3d at 1434). Plaintiff has written dozens upon dozens of blog posts and press releases about financial regulatory matters since the settlement was signed. It alleges no facts to establish that the settlement has "forced [it] to expend resources in a manner that keeps [it] from pursuing its true purpose of monitoring the government's . . . practices." Nat'l Taxpayers Union, 68 F.3d at 1434. Nor could it. Whatever funds Plaintiff has spent criticizing DOJ's decision to settle out of court have not been diverted from Plaintiff's "true purpose" but, rather, have directly advanced that mission: to promote greater transparency and stronger punishments. "[O]rganizational plaintiffs cannot convert an ordinary program cost — lobbying for their interests — into an injury in fact." Humane Soc'y of United States v. Vilsack, — F. Supp. 2d —, No. 12–1582, 2013 WL 5346065, at *16 (D.D.C. Sept. 25, 2013).

Third, Plaintiff's claim of informational injury also fails. Plaintiff alleges that the out-of-court settlement deprived it of "valuable information" — namely, a complaint with "detailed . . . allegations" and a "judicial assessment" of the settlement — that it needs "to promote strong enforcement of the laws governing financial regulation." Compl. ¶ 103(b). In particular, Plaintiff seeks "allegations setting forth the fraudulent conduct; the specific violations of law that resulted; [and] the individuals responsible for those violations." Id. ¶ 103(b)(ii). But the D.C.

[6] Interview by Betty Liu with Dennis Kelleher, CEO, Better Markets, Inc. (Nov. 22, 2013), available at http://bettermarkets.com/reform-news/video#.U3BI4KEpCmQ (last visited May 11, 2014).

Circuit has squarely rejected this theory of standing: "To hold that a plaintiff can establish injury in fact merely by alleging that he has been deprived of the knowledge as to whether a violation of the law has occurred would be tantamount to recognizing a justiciable interest in the enforcement of the law. This we cannot do." Common Cause v. FEC, 108 F.3d 413, 418 (D.C. Cir. 1997); see also Judicial Watch v. FEC, 180 F.3d 277, 278 (D.C. Cir. 1999) (such an "'injury' is no more than a generalized 'interest in enforcement of the law,' and does not support standing").

Even if Plaintiff's informational-injury allegations could be read to assert a broader interest, they would still fail. "Informational standing arises 'only in very specific statutory contexts' where a statutory provision has 'explicitly created a right to information.'" Ass'n of Am. Physicians & Surgs., Inc. v. FDA, 539 F. Supp. 2d 4, 15 (D.D.C. 2008). In general, to support standing, an injury in fact must be not only "concrete and particularized, and . . . actual or imminent," but also an "invasion of a legally protected interest." Lujan, 504 U.S. at 560 (citations and internal quotation marks omitted); see Salt Inst. v. Leavitt, 440 F.3d 156, 158-59 (4th Cir. 2006) (distinguishing between the two inquiries). There is "no general common law right to information from agencies." Salt Inst., 440 F.3d at 158. Thus, for "a plaintiff to successfully claim standing based on an informational injury, he must allege that he is directly deprived of information that must be disclosed under a statute" creating such a right. Citizens for Responsibility & Ethics v. U.S. Dep't of Treasury, — F. Supp. 2d —, No. 13-732, 2014 WL 7728982014, at *4 (D.D.C. Feb. 27, 2014) (emphasis added) (citing, inter alia, ASPCA v. Feld, 659 F.3d 13, 23 (D.C. Cir. 2011) ("For purposes of informational standing, a plaintiff 'is injured-in-fact . . . because he did not get what the statute entitled him to receive.'") (emphasis added)). Here, Plaintiff identifies no statute that "confer[s] a broad, legally enforceable right to [the]

information" it seeks. Id. (citation omitted). Thus, it establishes no cognizable informational injury, however its interest in that information is framed.

Fourth, Plaintiff's claim that the out-of-court settlement prevented it from pursuing its advocacy in a "public forum," while creative, is unavailing for similar reasons. Specifically, Plaintiff alleges that the settlement deprived it of a "public forum" where it could have exercised its "right," as an intervenor or amicus, to press for a more "complete record" and advocate for "sanctions that would adequately punish" JPMorgan. Compl. ¶ 103(d). But Plaintiff has no legally protected "right" to force a party to file a lawsuit so that its policy preferences may be aired. See Lujan, 504 U.S. at 560. And, had a lawsuit been filed, Plaintiff would have had no legally protected "right" to intervene or file an amicus brief. See Fed. R. Civ. P. 24(a) (party must be permitted to intervene as "of right" where, for example, it is "given an unconditional right to intervene by a federal statute"); Fed. R. App. P. 29(a) (amicus brief permitted only with consent of "all parties" or "by leave of court").[7] In any event, it is difficult to see how DOJ's decision to settle out of court has, in fact, deprived Plaintiff of a public forum. That decision led to this lawsuit, which, if anything, has given Plaintiff a far more visible opportunity to press for its policy goals.[8]

Plaintiff's final contention — that it faces a "[t]hreatened exacerbation" of these injuries because DOJ may use the settlement as a "template" to resolve potential claims against other big

[7] See also SEC v. Citigroup Global Mkts., Inc., No. 11-7387 (S.D.N.Y. Nov. 9, 2011) (order denying Better Market's motion to intervene under Fed. R. Civ. P. 24(a)-(b) to object to proposed settlement "substantially for the reasons stated in the S.E.C.'s memorandum in opposition"); SEC v. Citigroup Global Mkts., Inc., No. 11-5227 (2d Cir. Jan. 22, 2013) (order denying Better Market's motion for an "enhanced role" as amicus with rights equivalent to the appellee for purposes of briefing and argument).

[8] See, e.g., Ben Protess, Lawsuit Challenges Government's $13 Billion Deal With JPMorgan, N.Y. Times, Feb. 11, 2014, at B3, available at http://dealbook.nytimes.com/2014/02/10/justice-department-sued-over-13-billion-jpmorgan-pact (last visited May 11, 2014).

banks, Compl. ¶ 103(e) — is quickly dispatched. To begin, this allegation asserts no distinct injury, but merely piggybacks off of those already discussed. Because each of those is insufficient, their hypothetical repetition adds nothing to Plaintiff's claim to standing. Moreover, this argument relies on the mere "threat" of a conjectural future harm, rather than an "actual or imminent" one, and is thus deficient on its face. See Lujan, 504 U.S. at 560; Clapper, 133 S. Ct. at 1147 (a "'threatened injury must be certainly impending to constitute injury in fact'") (citation omitted).

Because Plaintiff alleges no cognizable injury, it fails to establish standing, and the Court lacks jurisdiction.

B. Plaintiff Fails To Show that the Requested Relief Would Redress its Alleged Injuries.

It is perhaps even clearer that Plaintiff cannot establish redressability. It seeks two forms of relief: (1) a declaration that the settlement agreement is "invalid" and (2) an injunction barring DOJ from enforcing it "unless and until" it is submitted to a court for approval. Compl. ¶ 130(a)-(b). Neither would redress its alleged injuries.

If the settlement agreement were invalidated, one thing is clear: the parties' obligations under that contract — which, for the most part, have already been performed — would be called into grave doubt. Beyond that, however, nothing is certain. It is unclear whether DOJ would file a lawsuit and, if so, what the charges would be or what information the complaint would contain. As Plaintiff appears to concede, it could not force DOJ's hand on that score. See Compl. ¶ 90 (acknowledging that "DOJ may have the authority to decide whether to bring an enforcement action in the first instance"). It is likewise unclear whether, some six months after the fact, the parties would again reach a meeting of the minds and, if so, whether they would agree to submit a proposed consent decree for court approval, as Plaintiff hopes. It is further unclear that, in any

such proceeding, Plaintiff would be permitted to intervene, let alone to participate as an amicus. And, critically, if forced to a trial, it is unclear whether DOJ would ultimately prevail and recover anything at all.

Thus, Plaintiff can only speculate that setting aside the settlement agreement would eventually produce, for example, a complaint with the detailed information it seeks, a "public forum" to air its views, a judicial assessment of the settlement — or, indeed, any settlement at all, let alone one that meets its ideals. Such speculation does not suffice. See Lujan, 504 U.S. at 560. Invalidating the settlement agreement would be sure to increase uncertainty, but not to redress any of Plaintiff's alleged injuries.

Thus, even if Plaintiff could demonstrate a cognizable injury, it still lacks standing, and the Court lacks jurisdiction.

II. THE COURT LACKS JURISDICTION TO REVIEW DOJ'S DECISION TO ENTER INTO A SETTLEMENT AGREEMENT.

In Counts 1–5, Plaintiff raises a mixture of constitutional, statutory, and abuse-of-discretion arguments in an effort to void the settlement agreement under the APA. Each must be dismissed for lack of jurisdiction. It is well established that an executive branch agency's decision to enter into a settlement agreement is presumptively unreviewable. Plaintiff fails to overcome that presumption at each turn.

A. An Agency's Decision To Enter into a Settlement Agreement Is Presumptively Unreviewable.

The APA grants a cause of action to "[a] person suffering legal wrong because of agency action, or adversely affected or aggrieved by agency action within the meaning of a relevant statute." 5 U.S.C. § 702. It withdraws that cause of action "to the extent that . . . agency action is committed to agency discretion by law." Id. § 701(a)(2). In Heckler v. Chaney, 470 U.S. 831

(1985), the Supreme Court held that "an agency's decision not to prosecute or enforce, whether through civil or criminal process, is . . . generally committed to agency discretion" and is therefore "presumed immune from judicial review under § 701(a)(2)." Id. at 831-32. "The ban on judicial review of actions 'committed to agency discretion by law' is jurisdictional." Baltimore Gas & Elec. Co. v. FERC, 252 F.3d 456, 458 (D.C. Cir. 2001).

The Chaney Court identified three reasons for the presumption of nonreviewability. First, an agency's decision not to enforce involves "a complicated balancing of a number of factors which are peculiarly within [an agency's] expertise." 470 U.S. at 831. An agency:

> must not only assess whether a violation has occurred, but whether agency resources are best spent on this violation or another, whether the agency is likely to succeed if it acts, whether the particular enforcement action requested best fits the agency's overall policies, and, indeed, whether the agency has enough resources to undertake the action at all.

Id. "The agency is far better equipped than the courts to deal with the many variables involved in the proper ordering of its priorities." Id. Second, "when an agency refuses to act it generally does not exercise its coercive power over an individual's liberty or property rights, and thus does not infringe upon areas that courts are often called upon to protect." Id. at 832. "Third, and perhaps most importantly, an agency's decision not to enforce resembles a prosecutor's prerogative not to indict — 'a decision which has long been regarded as the special province of the Executive Branch.'" Baltimore Gas, 252 F.3d at 459 (quoting Chaney, 470 U.S. at 832).

The D.C. Circuit "has held that the Chaney presumption of nonreviewability extends not just to a decision whether to bring an enforcement action, but to a decision to settle." Id. at 459. That is true whether an agency decides to settle after initiating an enforcement proceeding, or before. For example, in Schering Corp. v. Heckler, 779 F.2d 683 (D.C. Cir. 1985), the court held that Chaney required dismissal of a third-party challenge to the FDA's decision to settle a

lawsuit against a drug manufacturer, noting that "[w]e can no sooner question the soundness of this bargain than we could a unilateral agency decision not to prosecute ab initio." Id. at 687; see also N.Y. State Dep't of Law v. FCC, 984 F.2d 1209, 1214 (D.C. Cir. 1993) (agency's "decision to settle or dismiss an enforcement action is nonreviewable under Heckler v. Chaney"); Baltimore Gas, 252 F.3d at 460 (agency's "decision to settle . . . , and its consequent decision not to see its enforcement action through to fruition, is a paradigmatic instance of an agency exercising its presumptively nonreviewable enforcement discretion").

Likewise, in Association of Irritated Residents v. EPA, 494 F.3d 1027 (D.C. Cir. 2007), the court held that Chaney required dismissal of a third-party challenge to EPA's decision to settle potential claims against feed lot operators without initiating either administrative proceedings or lawsuits. Id. at 1029, 1031. It explained: "The lack of a complaint does not render inapplicable Chaney and Schering. . . . We find no principled reason to treat [an agency's] decision to secure compliance by settlement in lieu of litigation differently than its decision to initiate and subsequently settle litigation." Id. at 1035. Indeed, the court noted that "[s]ettlement without any court record is not uncommon in administrative law, because the agency may attempt negotiation before proceeding to court. If the parties succeed in negotiating a mutually agreeable resolution to the violations, the matter will not end up in court." Id.

This case is indistinguishable, and the Court therefore presumptively lacks jurisdiction to review DOJ's decision to settle.

B. Plaintiff Fails To Rebut the Presumption of Nonreviewability Here.

To be sure, "[t]he presumption against judicial review in Chaney is not irrebuttable." Block v. SEC, 30 F.3d 1078, 1082 (D.C. Cir. 1995). The Supreme Court has identified three

circumstances in which a Plaintiff might overcome the presumption of nonreviewability. Baltimore Gas, 252 F.3d at 460 & n.2. None is present here.

1. The Attorney General has plenary power to settle claims of the United States, and no statute purports to limit that discretion.

First, the presumption of nonreviewability may be overcome "where the substantive statute has provided guidelines for the agency to follow in exercising its enforcement powers." Chaney, 470 U.S. at 833. "Congress may limit an agency's enforcement power if it wishes, either by setting substantive priorities, or by otherwise circumscribing an agency's power to discriminate among issues or cases it will pursue." Id. The key inquiry is whether "the statute . . . lay[s] out any circumstances in which the agency is required to undertake or to continue an enforcement action." N.Y. State, 984 F.2d at 1215; Baltimore Gas, 252 F.3d at 460. An agency retains its enforcement discretion where the statute gives no "indication that the violators must be pursued in every case, or that one particular enforcement strategy must be chosen over another." Irritated Residents, 494 F.3d at 1033 (citation omitted). The touchstone is congressional intent. See Chaney, 470 U.S. at 838.

Plaintiff makes three statutory arguments. In Count 2, it alleges that DOJ lacked any statutory authority to enter into the settlement agreement. Compl. ¶ 108. In Counts 4 and 5, it alleges that Section 951 of FIRREA, and an APA provision addressing the imposition of sanctions, 5 U.S.C. § 558(b), limited DOJ's discretion to settle claims. Id. ¶¶ 115, 119. Plaintiff is mistaken.

a. The Attorney General's plenary power to settle claims can be overcome only by a "clear and unambiguous" directive from Congress.

Plaintiff's suggestion in Count 2 that DOJ lacked any statutory authority to enter into the settlement agreement is plainly wrong. It is well settled that Congress has vested the

Attorney General with plenary power to settle claims of the United States. This power is incident to the Attorney General's statutory authority to supervise litigation involving the federal government, 28 U.S.C. §§ 516, 519; Swift & Co. v. United States, 276 U.S. 311 (1928), and it unquestionably "includes the power to enter into consent decrees and settlements," United States v. Hercules, Inc., 961 F.2d 796, 798 (8th Cir. 1992).[9] The Supreme Court's decision in Swift illustrates "the breadth of this power." Id. There, the Court rejected a third-party challenge to the Attorney General's authority to enter into a consent decree, explaining that it did "not find in the statutes defining the power and duties of the Attorney General any such limitation on the exercise of his discretion." 276 U.S. at 331. The Attorney General's discretion to settle, the Court stated, includes "the power to make erroneous decisions as well as correct ones." Id. at 331-32. In the wake of Swift, courts have uniformly found that the Attorney General's settlement authority "is not diminished without a clear and unambiguous directive from Congress." Hercules, 961 F.2d at 798 (collecting cases).

b. FIRREA contains no "clear and unambiguous" expression of Congress's intent to limit the Attorney General's settlement authority.

Plaintiff are equally mistaken in Count 4 to suggest that FIRREA purports to limit the Attorney General's settlement authority. Congress enacted FIRREA in the midst of the savings and loan crisis of the 1980s. Wells Fargo Bank N.A. v. FDIC, 367 F.3d 953, 954 (D.C. Cir. 2004). Designed to protect depositors against the failure of financial institutions, the Act dramatically restructured federal regulation of the savings and loan industry, abolishing some federal agencies and creating others with new responsibilities. Id. For example, it established

[9] Settlement agreements are private contracts, enforceable upon breach. See Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375 (1994). Consent decrees are judicial orders, which may be enforced immediately by contempt and may be modified over the objections of the parties. See United States v. Swift & Co., 286 U.S. 106 (1932).

the Office of Thrift Supervision, the Resolution Trust Corporation, and the Federal Housing Finance Board. Pub. L. No. 101-73, §§ 301, 501, 702 (1989). It also abolished the insolvent Federal Savings and Loan Insurance Corporation and shifted its responsibilities to the FDIC, which it empowered to take over failed banks and act as receiver. Wells Fargo, 367 F.3d at 954; Auction Co. of Am. v. FDIC, 132 F.3d 746, 751 (D.C. Cir. 1997).

In addition, FIRREA "strengthen[ed] 'the enforcement powers of Federal regulators of depository institutions' and 'the civil sanctions and criminal penalties for defrauding or otherwise damaging depository institutions and their depositors.'" Pharaon v. Bd. of Govs. of Fed. Reserve Sys., 135 F.3d 148, 154 (D.C. Cir. 1998) (quoting Pub. L. No. 101-73, § 101(9), (10)). For example, the Act expanded regulators' ability to assess civil monetary penalties, prohibited individuals convicted of crimes involving dishonesty from participating in the affairs of federally insured banks, and authorized the FDIC to take enforcement action against savings associations. Pub. L. No. 101-73, §§ 907, 910, 912.

In the provision at issue here, Section 951 of FIRREA, 12 U.S.C. § 1833a, Congress authorized the Attorney General to seek civil penalties from those who violate certain predicate criminal statutes. Subsection (a) provides:

> (a) In general. Whoever violates any provision of law to which this section is made applicable by subsection (c) shall be subject to a civil penalty in an amount assessed by the Court in a civil action under this section.

12 U.S.C. § 1833a(a). Subsection (c), in turn, lists the predicate criminal offenses:

> (c) Violations to which penalty is applicable. This section applies to a violation of . . .
> (1) section 215, 656, 657, 1005, 1006, 1007, 1014, or 1344 of title 18, United States Code;
> (2) section 287, 1001, 1032, 1341 or 1343 of title 18, United States Code, affecting a federally insured financial institution; or
> (3) section 16(a) of the Small Business Act (15 U.S.C. 645(a)).

Id. § 1833a(c). And subsection (e) provides:

> (e) Attorney General to bring action. A civil action to recover a civil penalty under this section shall be commenced by the Attorney General.

Id. § 1833a(e).

Plaintiff's contention that Section 951 provides a "clear and unambiguous" expression of Congress's intent to limit the Attorney General's settlement authority is meritless. Plaintiff argues that subsection (e) "requires the Attorney General to file a civil action to recover a civil penalty" and that subsection (a) "require[s] a court to assess" any such penalty. Compl. ¶¶ 79, 80. But nothing in the statutory text purports to require the Attorney General to bring a civil action in any particular instance. See, e.g., Irritated Residents, 494 F.3d at 1033 (discretion not curtailed where statute gives no "indication that the violators must be pursued in every case"). Rather, the statute simply indicates that, if a civil action is brought, then it must be by the Attorney General (rather than another regulatory agency) and the penalty will be set by the Court.

The Supreme Court and D.C. Circuit have consistently declined to attribute sweeping meaning to such unremarkable statutory language. For example, in Chaney, the Supreme Court rejected the argument that a Food, Drug, and Cosmetic Act provision stating that certain offenders "shall be imprisoned . . . or fined" would "mandate[] criminal prosecution of every violator of the Act." 470 U.S. at 835. The Court noted that there was "no indication in case law or legislative history that such was Congress' intention in using this language" — the same language that is "commonly found" throughout the criminal code, where it is understood that the prosecution of every offender is not required. Id. (citing, inter alia, 18 U.S.C. §§ 1001 (false statement), 1341 (mail fraud)). So too here, particularly given that the predicate offenses for Section 951 are also part of the criminal code administered by the Attorney General. See, e.g.,

12 U.S.C. § 1833a(c)(2) (citing, inter alia, 18 U.S.C. §§ 1001 (false statement), 1341 (mail fraud)).

Chaney also illustrates that FIRREA does not limit DOJ's enforcement discretion by offering a contrasting example of a statute that does. As Chaney explains, the statute at issue in an earlier case, Dunlop v. Bachowski, 421 U.S. 560 (1975), provided that, upon the filing of a complaint by a unionmember, the Secretary of Labor "'shall investigate such complaint and, if he finds probable cause to believe that a violation . . . has occurred . . . he shall . . . bring a civil action.'" Chaney, 470 U.S. at 833 (quoting 29 U.S.C. § 482). That statutory language, the Court in Chaney explained, "quite clearly withdrew discretion from the agency and provided guidelines for exercise of its enforcement power." Id. at 834. Even there, however, the Court held that the Secretary retained "a degree of discretion to select cases" based on his "subjective judgment," and required only that he set forth a statement of reasons for not bringing suit, subject to review for arbitrariness. Dunlop, 421 U.S. at 571-73. Here, by contrast, no comparably clear language purports to limit the Attorney General's discretion whatsoever.

Moreover, Plaintiff's argument is refuted, rather than reinforced, by the legislative history. Plaintiff cites the following passage from a Report issued by the House Committee on Banking, Finance, and Urban Affairs:

> The Committee believes that the enhancement of the regulatory powers and criminal justice provisions should go far in restoring public confidence in the nation's financial system and serve to protect the public interest. This Title gives the regulators and the Justice Department the tools which they need and the responsibilities they must accept, to punish culpable individuals, to turn this situation around, and to prevent these tremendous losses to the Federal deposit insurance funds [due to the savings and loan crisis] from ever again recurring. . . . The Attorney General recovers the civil penalty through a civil action brought in a United States district court.

Compl. ¶ 81 (quoting H.R. Rep. No. 101-54, Part I, at 465-66, 472 (1989)) (emphasis and ellipsis Plaintiff's).[10] Notably, the ellipsis in that passage spans six pages and omits a key sentence: "This section authorizes the Attorney General to recover a civil penalty for conduct violating specified provisions of title 18, United States Code, involving financial institutions." H.R. Rep. No. 101-54, Part I, at 472 (1989) (emphasis added).

Further, the passage on which Plaintiff relies is absent from the final Conference Report. The Conference Report does, however, retain language authorizing — but not requiring — the Attorney General to bring a civil action: "Section 951 authorizes the Attorney General to bring a civil action to recover a civil penalty for conduct that violates any of 10 banking-related offenses in title 18 of the United States Code." H.R. Rep. No. 101-222, at 445 (1989) (emphasis added); see also H.R. Rep. No. 101-209, at 450 (1989) (earlier version of Conference Report containing same language).

Thus, there is no indication in either the statutory text or the legislative history of Section 951 of FIRREA — let alone a "clear and unambiguous" directive — that Congress intended to limit the Attorney General's plenary authority to settle claims of the United States.

c. 5 U.S.C. § 558(b) contains no "clear and unambiguous" expression of Congress's intent to limit the Attorney General's settlement authority.

Plaintiff's invocation of 5 U.S.C. § 558(b) in Count 5 gets it no further. That provision states that "[a] sanction may not be imposed or a substantive rule or order issued except within jurisdiction delegated to the agency and as authorized by law." 5 U.S.C. § 558(b). In other words, it stands for the unremarkable proposition that an agency must act within its statutory

[10] Four other House Committees also issued Reports on the bill: the Committee on Ways and Means, H.R. Rep. No. 101-54, Part II (1989); the Committee on Rules, H.R. Rep. No. 101-54, Part IV (1989); the Committee on the Judiciary, H.R. Rep. No. 101-54, Part V (1989); and the Committee on Government Operations, H.R. Rep. No. 101-54, Part VI (1989).

authority when imposing a sanction — as indeed it must whenever it acts. Cf. 5 U.S.C. § 706(2)(C) (providing for review of final agency action "in excess of statutory jurisdiction, authority, or limitations"). According to the Attorney General's Manual on the APA — a source that the D.C. Circuit gives "considerable weight"[11] — the "purpose of [§558(b)] is, evidently, to assure that agencies will not appropriate to themselves powers Congress has not intended them to exercise." U.S. Dep't of Justice, Attorney General's Manual on the APA, at 88 (1947). Thus, the provision "merely restates existing law." Id. (citing S. Rep. No. 79-752, at 43 (1945)).

As explained above, Congress has plainly vested the Attorney General with plenary power to settle claims of the United States. Because § 558(b) "merely restates existing law," it does not place an independent limit on that power. It adds nothing to Plaintiff's complaint.

Moreover, by its own terms, § 558(b) has no application here, because the settlement agreement — which the parties voluntarily signed — cannot be understood to "impose" anything on JPMorgan. See 5 U.S.C. § 558(b); id. § 551(10) (defining "sanction" to include an agency's "imposition of [a] penalty or fine" or "taking other compulsory or restrictive action"). As Plaintiff repeatedly alleges, the settlement agreement is a "mere contract." Compl. ¶¶ 2, 7, 61, 62; see, e.g., Kaktovik v. Watt, 689 F.2d 222, 230 (D.C. Cir. 1982) ("An agreement to settle a legal dispute is a contract."). And it is axiomatic that "'one need not enter into the obligation of a contract with another save by one's own free will.'" Tom Hughes Marine, Inc. v. Am. Honda Motor Co., 219 F.3d 321, 325 (4th Cir. 2000) (quoting W. Page Keeton et al., Prosser and Keeton on the Law of Torts § 1, at 4 (5th ed. 1984)). By definition, then, any obligations

[11] Pacific Gas & Electric Co. v. Fed. Power Comm'n, 506 F.2d 33, 38 n.17 (D.C. Cir. 1974) (Attorney General's Manual "is entitled to considerable weight because of the very active role that the Attorney General played in the formulation and enactment of the APA"); see also Bowen v. Georgetown Univ. Hosp., 488 U.S. 204, 218 (1988) (Scalia, J., concurring) (Attorney General's Manual is the "Government's own most authoritative interpretation of the APA," which the Supreme Court has "repeatedly given great weight").

undertaken in the settlement agreement were not imposed by law or governmental compulsion, but assumed voluntarily. See Jaguar Land Rover N. Am. LLC v. Manhattan Imported Cars, Inc., 477 Fed. App'x 84, 90 (4th Cir. 2012) (unpublished) (a party's "obligation to comply with duties that it freely assumed by contract cannot constitute 'requirement' or 'coercion' within the meaning of the statute"). Indeed, the parties explicitly recognized as much in the settlement agreement itself. See SA ¶ 18 (agreement "is not a final order of any court or governmental authority"); id. ¶ 19 (each party "represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion").

By agreeing to settle, the Attorney General no more "imposed" a sanction on JPMorgan than JPMorgan forced the Attorney General not to file suit. Section 558(b) has no effect on the Attorney General's settlement authority here.

2. DOJ's decision to settle was not based on a mistaken belief that it lacked jurisdiction to bring an enforcement action.

The presumption of nonreviewability may also be overcome where an agency "refus[es] . . . to institute proceedings based solely on the belief that it lacks jurisdiction." Chaney, 470 U.S. at 833 n.4. Plaintiff makes no such allegation here. On the contrary, Plaintiff alleges that DOJ was fully prepared to file a complaint against JPMorgan. Compl. ¶ 74(c). Indeed, that is the outcome that Plaintiff hopes for here. Id. ¶ 130(b). And DOJ has, in fact, filed suit against other large banks for matters arising out of their RMBS practices. See United States v. Bank of America Corp., No. 3:13-cv-446 (W.D.N.C.) (complaint filed Aug. 9, 2013). Thus, there is no concern that DOJ declined to file a lawsuit because it mistakenly believed that it lacked jurisdiction. See Irritated Residents, 494 F.3d at 1036.

3. DOJ's decision to settle does not amount to an "abdication" of its statutory responsibilities.

Finally, the presumption of nonreviewability may be overcome where "the agency has 'consciously and expressly adopted a general policy' that is so extreme as to amount to an abdication of its statutory responsibilities." Chaney, 470 U.S. at 833 n.4 (quoting Adams v. Richardson, 480 F.2d 1159, 1162 (D.C. Cir. 1973) (en banc)). In Count 3(b), Plaintiff alleges that DOJ has "abdicat[ed] its responsibility to enforce the law" by "declaring its intention to use the [Settlement] Agreement as a template in future cases involving the handful of the largest too-big-to-fail Wall Street banks that caused or significantly contributed to the Financial Crisis." Compl. ¶¶ 101, 111-12. This argument, too, is meritless.

As an initial matter, DOJ has not "consciously and expressly adopted" any such policy, Chaney, 470 U.S. at 833 n.4, and Plaintiff's allegations do not demonstrate otherwise. Tellingly, Plaintiff identifies no agency rule or other guidance setting forth such an enforcement policy. Although DOJ officials have commented — in press interviews — that the settlement agreement could serve as a "template" for future agreements,[12] such comments hardly amount to the "express adoption" of the sort of "general policy" that would bind the agency's enforcement discretion in future cases. Cf. Crowley Caribbean Transp. v. Pena, 37 F.3d 671, 676 (D.C. Cir. 1994) (an "agency's statement of a general enforcement policy may be reviewable for legal

[12] See, e.g., Danielle Douglas, Tony West Negotiated That $13 Billion JP Morgan Settlement, Wash. Post, Nov. 21, 2013 (interview transcript) ("Could the settlement be used as a template for other agreements? [Associate Attorney General Tony West:] I think so."), available at http://www.washingtonpost.com/blogs/wonkblog/wp/2013/11/21/tony-west-negotiated-that-13-billion-jpmorgan-settlement-heres-what-he-has-to-say-about-it (last visited May 12, 2014); Chris Arnold, DOJ Signals JPMorgan Deal Could Be Model For Other Cases, National Public Radio, Nov. 20, 2013 (interview transcript) ("[Tony West]: We do believe this can be a template that we can use with other financial institutions who have been engaging in the same conduct that we believe needs to be addressed."), available at http://www.npr.org/2013/11/20/246264919/doj-signals-jpmorgan-deal-could-be-model-for-other-firms (last visited May 12, 2014).

sufficiency where the agency has expressed the policy as a formal regulation after the full rulemaking process . . . or has otherwise articulated it in some form of universal policy statement"). Moreover, the fact that DOJ has filed suit against Bank of America in another RMBS case belies the notion that any such "general policy" exists. See United States v. Bank of America Corp., No. 3:13-cv-446 (W.D.N.C.) (complaint filed Aug. 9, 2013).

Regardless, the D.C. Circuit has cast serious doubt on the notion that an agency's decision to settle a particular case — in contrast to a decision to decline to enforce a statute altogether — could ever amount to an "abdication" of responsibility. In Baltimore Gas, for example, the court rejected a power company's claim that FERC's settlement with a competitor was too lenient, even though no money damages were obtained. 252 F.3d at 457, 461. It explained: "[W]e cannot say that settlement is an 'extreme' policy that amounts to an 'abdication of [an agency's] statutory responsibilities" given that "federal agencies . . . routinely approve settlement agreements in enforcement proceedings." Id. at 461. Similarly, in New York State Department of Law, the court held that there was no abdication where the FCC "had two arrows in its quiver and chose to draw only one" at the settlement table, even though its monetary recovery was reduced. 984 F.2d at 1216-17.

The same is true when an agency pursues a single settlement strategy against an entire industry, much like Plaintiff alleges DOJ may do here. In Irritated Residents, the EPA was charged under the Clean Air Act and other statutes with regulating feed lots whose emissions exceeded a certain threshold, but there was no accepted method to measure those emissions. 494 F.3d at 1028-29. To solve that problem, the EPA struck a bargain with the feed lots: the EPA agreed not to pursue enforcement actions for a period of time (while it conducted a study), and feed lots, though not admitting any violations of law, agreed to pay civil penalties in

proportion to their size (which served as a proxy for emission levels). Id. at 1029. Although "several thousand" feed lots signed identical consent agreements, the D.C. Circuit squarely rejected the notion that EPA's agreement not to sue was an abdication of responsibility; on the contrary, it endorsed that agreement as a permissible "quid pro quo" in the agency's enforcement strategy. Id. at 1029, 1035-36.

This case is not meaningfully different from Irritated Residents. Here, it cannot "justifiably be found" that, by settling its claims against JPMorgan, DOJ "has 'consciously and expressly adopted a general policy' that is so extreme as to amount to an abdication of its statutory responsibilities." Chaney, 470 U.S. at 833 n.4. As Plaintiff itself acknowledges, "almost all" enforcement actions by financial regulators "are resolved through the settlement process." Compl. ¶ 33. What is "routine" cannot also be "extreme." Baltimore Gas, 252 F.3d at 461. And DOJ's efforts in conducting an investigation, drafting a complaint, engaging in settlement negotiations, and securing the largest civil settlement in history cannot amount to "abdication" by any reasonable measure.

C. The Presumption of Nonreviewability Stands Absent a Colorable Constitutional Claim, and Plaintiff's Separation of Powers Claim Is Not Colorable.

Even where a plaintiff has standing, absent a "colorable claim . . . that the agency's refusal to institute proceedings violated any constitutional rights" of the plaintiff, the presumption of nonreviewability stands, and dismissal for lack of jurisdiction remains appropriate. Chaney, 470 U.S. at 838. Plaintiff makes no colorable separation of powers claim here.

Plaintiff alleges in Count 1 that DOJ's decision to settle "without filing a lawsuit and seeking judicial review and approval" encroached on the judicial power. Compl. ¶ 105. That is

clearly mistaken. In fact, the decision whether to initiate an enforcement action is constitutionally committed to the executive branch under Article II. And the executive's decision to settle a dispute — and thereby end any case or controversy justiciable under Article III — does not intrude on the judicial power.

1. Adopting Plaintiff's theory would intrude on the executive power.

As the Supreme Court has explained, the "basic principle" underlying the separation of powers doctrine is that "one branch of the Government may not intrude upon the central prerogatives of another." Loving v. United States, 517 U.S. 748, 757 (1996). A branch may not "arrogate power to itself" or "impair another in the performance of its constitutional duties." Id. Under Article II, the power to "take care that the laws be faithfully executed" is "entrusted to the executive branch — and only to the executive branch." Baltimore Gas, 252 U.S. at 459 (citing U.S. Const. art. II, § 3). "One aspect of that power is the prerogative to decline to enforce a law, or to enforce the law in a particular way." Id. Thus, "[w]hen the judiciary orders an executive agency to enforce the law it risks arrogating to itself a power that the Constitution commits to the executive branch." Id. Indeed, the D.C. Circuit has explained that "Chaney's recognition that the courts must not require agencies to initiate enforcement actions may well be a requirement of the separation of powers commanded by our constitution." Id.

That is reason enough to reject Plaintiff's separation of powers argument. But here, Plaintiff offers more, for it would have the judiciary intrude even further into the executive power. Plaintiff seeks not only to compel the Attorney General to file a lawsuit, but also for a reviewing court to second-guess the terms of any consent decree to which the executive might ultimately agree. Indeed, the complaint makes clear that Plaintiff envisions an invasive inquiry into DOJ's decisionmaking process, including:

- The nature, scope, and thoroughness of DOJ's investigation, including its duration and the number of documents reviewed and witnesses interviewed, Compl. ¶ 67(a);

- JPMorgan's conduct, including the number, type, and content of its misrepresentations and when they occurred, id. ¶ 67(b);

- A calculation of the monetary harm that JPMorgan's conduct imposed on mortgagors, investors, the markets, and the economy as a whole, as well as a calculation of any monetary gains that accrued to JPMorgan, id. ¶ 67(e)-(f);

- How the total settlement amount was calculated, how the payments to different parties were apportioned, and why DOJ believes that those sums are adequate to punish JPMorgan and to deter future wrongdoing, id. ¶ 67(g), (i)-(j);

- Why DOJ elected not to pursue other forms of relief, such as a settlement term forcing JPMorgan to change its business practices going forward, id. ¶ 67(k);

- Whether JPMorgan will face collateral regulatory consequences or will be granted immunity from such consequences, id. ¶ 67(*l*); and

- Admissions by JPMorgan that it actually violated specific provisions of law, id. ¶ 67(m).

The D.C. Circuit has firmly held that such inquiries fall outside the judicial role. To be sure, when asked to approve a consent decree, a court must determine that it is fair under the circumstances and consistent with the public interest. See Citizens for a Better Env't v. Gorsuch, 718 F.2d 1117, 1126 (D.C. Cir. 1983). "But, when the government is challenged for not bringing as extensive an action as it might, a district judge must be careful not the exceed his or her constitutional role." United States v. Microsoft Corp., 56 F.3d 1448, 1462 (D.C. Cir. 1995).

The Microsoft case is instructive. There, the district court refused to enter an consent decree in an antitrust case after the government declined to provide it with details strikingly similar to those sought by Plaintiff here, such as (a) the "broad contours of the investigation, i.e., the particular practices of the defendant that were under investigation along with the nature, scope and intensity of the inquiry"; (b) the "conclusions reached by the Government" about those practices; (c) why "areas were bargained away" during settlement discussions "and the reasons

for their non-inclusion" in the decree; and (d) what the government's future investigative plans were. Id. at 1455. The D.C. Circuit reversed — and reassigned the case — explaining that the district "judge's demand that he be informed [of these matters] indicates that the judge impermissibly arrogated to himself the President's role to 'take care that the laws be faithfully executed.'" Id. at 1457 (quoting U.S. Const. art. II, § 3). The D.C. Circuit specifically condemned the district court's (a) efforts "to seek . . . information concerning the government's investigation and settlement negotiations," id. at 1459; (b) attempts "to evaluate claims that the government did not make and to inquire as to why they were not made," id.; and (c) "criticism of [the defendant] for declining to admit that [its] practices . . . actually violated the antitrust laws," id. at 1461. Each of these is a duty that Plaintiff would assign to a reviewing court here.

At bottom, Plaintiff would like to force the executive to file a lawsuit, see Baltimore Gas, 252 U.S. at 459, and then have the reviewing court "assume the role of Attorney General" in second-guessing the terms of any consent decree, Microsoft Corp., 56 F.3d at 1462. This Court should not endorse an approach that raises such serious separation of powers concerns.

2. An agency's decision to settle does not encroach on the judicial power.

In any event, an agency's decision to settle a dispute does not intrude on the judicial power. In considering alleged encroachments on the judicial power, the Supreme Court has specifically identified the danger that another branch will "'impermissibly threaten[] the institutional integrity of the Judicial Branch.'" Mistretta v. United States, 488 U.S. 361, 383 (1989) (quoting CFTC v. Schor, 478 U.S. 833, 851 (1986)). Under Article III, the judicial power is limited to the resolution of "cases" and "controversies." Hein v. Freedom from Religion Found., 551 U.S. 587, 597 (2007) (quoting U.S. Const. art. III, § 2). Within those bounds, it is the settled province of the judiciary "to say what the law is." Marbury v. Madison, 5 U.S. 137,

177 (1803). Relatedly, the coordinate branches may not interfere with the "total and absolute independence of judges in deciding cases or in any phase of the decisional function." Chandler v. Judicial Council of Tenth Circuit, 398 U.S. 74, 84 (1970) (emphasis added). Nor may Congress "vest review of the decisions of Article III courts in officials of the Executive Branch" or "command[] the federal courts to reopen final judgments." Plaut v. Spendthrift Farm, Inc., 514 U.S. 211, 218-19 (1995).

An agency's decision to settle a dispute without seeking court approval does not undermine these core judicial functions. As an initial matter, a "court's authority to review [a case] depends entirely on the government's exercising its prosecutorial discretion by bringing a case in the first place." Microsoft, 56 F.3d at 1459-60. Thus, where an agency never brings a case, the court's authority is never triggered. See id. That is precisely the situation here.

Moreover, even where an agency does bring a case, the parties generally remain at liberty to settle their dispute — in fact, judicial policy explicitly encourages them to do so. See, e.g., Autera v. Robinson, 419 F.2d 1197, 1199 (D.C. Cir. 1969) ("Voluntary settlement of civil controversies is in high judicial favor."); Fed. R. Civ. P. 16; LCvR 16.3(c).[13] And when those efforts are successful, the judicial power is extinguished, for there is no longer any case or controversy. See Atlanta Gas Light Co. v. FERC, No. 93-1614, 1997 WL 255285, at *1 (D.C. Cir. Apr. 14, 1997) ("As a result of the parties' settlement, there no longer exists a case or controversy as to these parties that can be resolved by this court."); accord Jones v. McDaniel, 717 F.3d 1062, 1067 (9th Cir. 2013); Kent v. Dep't of Air Force, 524 Fed. App'x 614, 616 (Fed. Cir. 2013). Regardless of the scenario, then, settlement cannot be understood to interfere with the judicial power. Plaintiff's separation of powers argument thus fails.

[13] Cf., e.g., Fed. R. Civ. P. 23(e) (in class actions, claims of a certified class "may be settled, voluntarily dismissed, or compromised only with the court's approval").

D. Plaintiff's Abuse-of-Discretion Claim is Unreviewable.

Plaintiff's only remaining substantive claim is Count 3(a), which alleges that this case presents "extraordinary circumstances" that rendered it "arbitrary, capricious," or "an abuse of discretion" for DOJ to enter into the settlement agreement without seeking judicial review. Compl. ¶ 111. As explained above, an executive branch agency's decision to enter into a settlement agreement is presumptively unreviewable, and Plaintiff fails to overcome that presumption. Thus, the Attorney General's plenary power to settle claims of the United States is undiminished, and that includes "the power to make erroneous decisions as well as correct ones." Swift, 276 U.S. at 331-32. Accordingly, Plaintiff's claim that DOJ's decision to settle was arbitrary and capricious, or an abuse of discretion, must also fail. See id.

There is another reason to reject Plaintiff's abuse-of-discretion claim: the "extraordinary circumstances" standard that Plaintiff urges provides no judicially manageable standard for the Court to apply. Plaintiff offers varying descriptions of its proposed standard, which it says is triggered whenever the matter has a "profound, historic, and unprecedented impact on the public interest," Compl. ¶ 34(b), or alternatively, is "extraordinarily complex and far-reaching in [its] impact on a large number of injured parties, an important industry, or the wider public interest," id. ¶ 93. But the lack of a consistent definition is merely a symptom of a larger problem. Plaintiff concedes that, in the run of cases, the executive need not submit a settlement agreement to judicial review. See id. ¶ 34. Yet its I-know-it-when-I-see-it approach provides no clear line for the executive to follow or the Court to enforce.

Indeed, the D.C. Circuit has expressed doubt that a standard that turns on a court's perception of the public interest, as Plaintiff's proposal does, could ever "supply a judicially manageable standard for review." Microsoft Corp., 56 F.3d at 1459 (citing Maryland v. United

States, 460 U.S. 1001, 1004 (1983) (Rehnquist, J., dissenting from summary affirmance)). Moreover, on the other side of the scale, "a settlement, particularly in a major case" like this one, "will allow the Department of Justice to reallocate necessarily limited resources." Id. "There is no standard by which the benefits to the public from a 'better' settlement of a lawsuit than the Justice Department has negotiated can be balanced against the risk of an adverse decision, the need for a speedy resolution of the case, the benefits obtained in the settlement, and the availability of the Department's other resources." Maryland, 460 U.S. at 1005 (Rehnquist, J., dissenting from summary affirmance). Thus, both the "impossibility of deciding without an initial policy decision of a kind clearly for nonjudicial discretion" and the "lack of judicially discoverable and manageable standards" in Plaintiff's proposed standard make its abuse-of-discretion claim particularly unsuited to judicial review. Cf. Baker v. Carr, 369 U.S. 186, 217 (1962).

E. Plaintiff's Claims for Declaratory and Injunctive Relief Provide No Independent Source of Jurisdiction, and Must Be Dismissed.

Counts 6 and 7 assert entitlement to declaratory and injunctive relief, but no substantive causes of action. Compl. ¶¶ 122-29. "Declaratory relief is not an independent cause of action, and does not provide an independent source of federal jurisdiction." Yancey v. District of Columbia, — F. Supp. 2d —, No. 10-1953, 2013 WL 5931543, at *6 n.6 (D.D.C. Nov. 6, 2013) (citing Ali v. Rumsfeld, 649 F.3d 762, 778 (D.C. Cir. 2011)). Likewise, "a request for injunctive relief is a remedy and not a separate cause of action." Anderson v. Gates, — F. Supp. 2d —, No. 12-1243, 2013 WL 6355385, at *10 (D.D.C. Dec. 06, 2013) (citing Coe v. Holder, No. 13-184, 2013 WL 3070893, at *2 n.4 (D.D.C. June 18, 2013), and Goryoka v. Quicken Loan, Inc., 519

Fed. App'x 926, 929 (6th Cir. 2013) (unpublished)).[14] Thus, Counts 6 and 7 must also be dismissed.

III. PLAINTIFF'S CLAIMS SHOULD BE DISMISSED FOR FAILURE TO JOIN INDISPENSABLE PARTIES.

In the alternative, even if Plaintiff could establish standing and overcome the presumption of nonreviewability, its claims should be dismissed under Rule 12(b)(7) for failure to join indispensable parties under Rule 19. In asking the Court to invalidate the settlement agreement, Plaintiff seeks to extinguish the rights of all parties to that contract — including JPMorgan, California, Delaware, Illinois, and Massachusetts — but has failed to join them in this action.

Rule 19 generally requires a court to address three questions: (a) whether a party is required to be joined; (b) if so, whether joinder is feasible; and (c) if joinder is not feasible, whether the action should nevertheless proceed among the existing parties or should instead be dismissed. See Fed. R. Civ. P. 19; Republic of Philippines v. Pimentel, 553 U.S. 851, 862 (2008). Here, however, the D.C. Circuit has already answered the first and third questions, holding that "an action seeking rescission of a contract must be dismissed unless all parties to the contract, and others having a substantial interest in it, can be joined." Naartex Consulting Corp. v. Watt, 722 F.2d 779, 788 (D.C. Cir. 1983). Thus, the only remaining question is whether joinder of each of JPMorgan, California, Delaware, Illinois, and Massachusetts is feasible. If not, this case must be dismissed. See id.

It appears that joinder of California, Delaware, Illinois, and Massachusetts is infeasible due to a lack of personal jurisdiction. See 4 James Wm. Moore et al., Moore's Federal Practice

[14] Moreover, even if an injunction were appropriate under the APA, it "would need to be limited only to vacating the unlawful action, not precluding future agency decisionmaking." Hill Dermaceuticals, Inc. v. FDA, 709 F.3d 44, 46 n.1 (D.C. Cir. 2013).

¶ 19.04[2] (3d ed. 2009) ("[I]f the absentee cannot be brought within the personal jurisdiction of the district court, joinder is infeasible."). A court may exercise jurisdiction over an out-of-state defendant consistent with the due process clause where (a) "the defendant purposefully avail[ed] itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws" (that is, "specific jurisdiction") or — rarely — where (b) the defendant's contacts with the forum state are "so continuous and systematic as to render [it] essentially at home" there ("general jurisdiction"). Goodyear Dunlop Tires Operations, S.A. v. Brown, 131 S. Ct. 2846, 2851, 2854 (2011).[15] Here, there is nothing to suggest that either circumstance is present. In the settlement agreement, these states exchanged promises with JPMorgan, a Delaware corporation with its principal place of business in New York. The settlement agreement contains a forum selection clause providing that the Eastern District of California has "exclusive jurisdiction and venue" over any disputes arising out of the contract. Cf. Burger King Corp. v. Rudzewicz, 471 U.S. 462, 482 (1985) (where defendant agreed to forum selection clause, he "availed himself of the benefits and protections" of the selected forum). Thus, there is no indication that, by settling with JPMorgan, these states purposefully established "minimum contacts" in the District of Columbia such that they should have "reasonably anticipate[d] being haled into court" here. Id. at 475.

[15] "In order for a court to properly assert personal jurisdiction over a nonresident defendant, service of process over the nonresident must be authorized by statute and be within the limits set by the due process clause." Founding Church of Scientology v. Verlag, 536 F.2d 429, 432 (D.C. Cir. 1976). "Federal courts ordinarily follow state law in determining the bounds of their jurisdiction over persons." Daimler AG v. Bauman, 134 S. Ct. 746, 753 (2014) (citing Fed. R. Civ. P. 4(k)(1)(A)). Under the District of Columbia's long-arm statute, D.C. courts "may exercise personal jurisdiction over a person . . . as to a claim for relief arising from the person's . . . transacting any business in the District of Columbia," D.C. Code § 13-423(a)(1), a provision that "has been interpreted to be coextensive with the Constitution's due process limit," First Chicago Int'l v. United Exchange Co., 836 F.2d 1375, 1378 (D.C. Cir. 1988).

Because these states are indispensable parties, yet cannot be joined to an action in this district, the Court should dismiss this case under Rule 12(b)(7).

CONCLUSION

For the foregoing reasons, the Court should grant Defendants' motion to dismiss and dismiss this case in its entirety.

Dated: May 19, 2014

Respectfully submitted,

STUART F. DELERY
Assistant Attorney General

ARTHUR R. GOLDBERG
Assistant Branch Director

/s/ *Eric Beckenhauer*
ERIC B. BECKENHAUER
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Ave. NW
Washington, DC 20530
Tel: (202) 514-3338
Fax: (202) 616-8470
E-mail: Eric.Beckenhauer@usdoj.gov

Counsel for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on May 19, 2014, I filed the foregoing document with the Clerk of Court via the CM/ECF system, causing it to be served electronically on Plaintiff's counsel of record.

/s/ *Eric Beckenhauer*
ERIC B. BECKENHAUER

This Settlement Agreement ("Agreement") is entered into between the United States acting through the United States Department of Justice ("Department of Justice"), along with the States of California, Delaware, and Illinois, and the Commonwealth of Massachusetts, acting through their respective Attorneys General (collectively, "the States"), and JPMorgan Chase & Co. ("JPMorgan"). The United States, the States and JPMorgan are collectively referred to herein as "the Parties."

RECITALS

A. The Department of Justice conducted investigations of the packaging, marketing, sale and issuance of residential mortgage-backed securities ("RMBS") by JPMorgan, The Bear Stearns Companies, Inc. ("Bear Stearns") and Washington Mutual Bank ("Washington Mutual") between 2005 and 2008. Based on those investigations, the United States believes that there is an evidentiary basis to compromise potential legal claims by the United States against JPMorgan, Bear Stearns, and Washington Mutual, for violation of federal laws in connection with the packaging, marketing, sale and issuance of RMBS.

B. The States, based on their independent investigations of the same conduct and time period, believe that there is an evidentiary basis to compromise potential legal claims by California, Delaware, Illinois and Massachusetts against JPMorgan, Bear Stearns and Washington Mutual, for state law violations in connection with the packaging, marketing, sale and issuance of RMBS.

C. JPMorgan and Bear Stearns have resolved claims brought by the State of New York alleging violations of New York law in connection with the packaging, marketing, sale and issuance of RMBS by Bear Stearns. The terms of the resolution of those claims are

memorialized in a separate agreement, attached hereto as Exhibit A.

D. JPMorgan, Bear Stearns and Washington Mutual have resolved claims brought by the Federal Housing Finance Agency ("FHFA"), as conservator of Fannie Mae and Freddie Mac, alleging violations of federal and state laws in connection with private-label RMBS issued, underwritten, and/or sold by JPMorgan, Bear Stearns and Washington Mutual and purchased by Fannie Mae and Freddie Mac. The terms of the resolution of those claims are memorialized in a separate agreement, attached hereto as Exhibit B.

E. JPMorgan, Bear Stearns and Washington Mutual have resolved claims brought by the National Credit Union Administration Board, as Liquidating Agent of U.S. Central Federal Credit Union, Western Corporate Federal Credit Union, Southwest Corporate Federal Credit Union, Members United Corporate Federal Credit Union and Constitution Corporate Federal Credit Union (collectively, the "Credit Unions," and the National Credit Union Administration Board as liquidating agent for each Credit Union and the Credit Unions collectively, the "NCUA"), alleging violations of federal and state securities laws in connection with private-label RMBS issued, underwritten, and/or sold by JPMorgan, Bear Stearns and Washington Mutual and purchased by the Credit Unions. The terms of the resolution of those claims are memorialized in a separate agreement, attached hereto as Exhibit C.

F. JPMorgan, Bear Stearns and Washington Mutual have resolved claims, potential and filed, by the Federal Deposit Insurance Corporation ("FDIC"), as receiver for Strategic Capital Bank, Citizens National Bank, Colonial Bank, Guaranty Bank, Irwin Union Bank and Trust Company, and United Western Bank alleging violations of federal and state securities laws in connection with private-label RMBS issued, underwritten, and/or sold by JPMorgan,

Bear Stearns and Washington Mutual and purchased by Strategic Capital Bank, Citizens National Bank, Colonial Bank, Guaranty Bank, Irwin Union Bank and Trust Company, and United Western Bank. The terms of the resolution of those claims are memorialized in a separate agreement, attached hereto as Exhibit D.

G. As a term of this Agreement, JPMorgan acknowledges the facts set out in the Statement of Facts set forth in Annex 1, attached and hereby incorporated.

H. In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. **Payment.** JPMorgan shall pay a total amount of $9,000,000,000.00 to resolve pending and potential legal claims in connection with the packaging, marketing, sale and issuance of RMBS by JPMorgan, Bear Stearns and Washington Mutual ("Settlement Amount"). As set out below, $2 billion of that amount will be deposited in the United States Treasury and the remainder is paid to resolve the claims of NCUA, FDIC, FHFA (as conservator of Fannie Mae and Freddie Mac), the States and New York, pursuant to the subsequent provisions of this Paragraph 1.

A. Within fifteen business days of receiving written payment processing instructions from the Department of Justice, Office of the Associate Attorney General, JPMorgan shall pay $3,932,989,690.73 of the Settlement Amount by electronic funds transfer to the Department of Justice.

i. $2,000,000,000.00 of the Settlement Amount, and no other amount, is a civil monetary penalty recovered pursuant to FIRREA, 12 U.S.C. §1833a.

It will be deposited in the General Fund of the United States Treasury;

ii. $1,417,525,773.20, and no other amount, is paid by JPMorgan in settlement of the claims of NCUA identified in Recital Paragraph E, pursuant to the settlement agreement attached hereto as Exhibit C, the terms of which are not altered or affected by this Agreement; and

iii. $515,463,917.53, and no other amount, is paid by JPMorgan in settlement of the claims of FDIC identified in Recital Paragraph F, pursuant to the settlement agreement attached hereto as Exhibit D, the terms of which are not altered or affected by this Agreement.

B. $4,000,000,000.00, and no other amount, is paid by JPMorgan to Fannie Mae and Freddie Mac, pursuant to the agreement with FHFA attached hereto as Exhibit B.

C. $298,973,005.98, and no other amount, will be paid by JPMorgan to the State of California pursuant to Paragraph 6, below, and the terms of written payment instructions from the State of California, Office of the Attorney General. Payment shall be made by electronic funds transfer within fifteen business days of receiving written payment processing instructions from the State of California, Office of the Attorney General.

D. $19,725,255.40, and no other amount, will be paid by JPMorgan to the State of Delaware pursuant to Paragraph 7, below, and the terms of written payment instructions from the State of Delaware, Office of the Attorney General. Payment shall be made by electronic funds transfer within fifteen business days of receiving written payment processing instructions from the State of Delaware, Office of the Attorney General.

E. $100,911,813.41, and no other amount, will be paid by JPMorgan to the State of

Illinois pursuant to Paragraph 8, below, and the terms of written payment instructions from the State of Illinois, Office of the Attorney General. Payment shall be made by electronic funds transfer within fifteen business days of receiving written payment processing instructions from the State of Illinois, Office of the Attorney General.

F. $34,400,000.00, and no other amount, will be paid by JPMorgan to the Commonwealth of Massachusetts pursuant to Paragraph 9, below, and the terms of written payment instructions from the Commonwealth of Massachusetts, Office of the Attorney General. Payment shall be made by electronic funds transfer within fifteen business days of receiving written payment processing instructions from the Commonwealth of Massachusetts, Office of the Attorney General.

G. $613,000,234.48, and no other amount, will be paid by JPMorgan to the State of New York pursuant to the agreement attached hereto as Exhibit A. Payment shall be made by electronic funds transfer within fifteen business days of receiving written payment processing instructions from the State of New York, Office of the Attorney General.

2. **Consumer Relief.** In addition, in consideration of the releases in Paragraph 5, below, JPMorgan shall provide $4 billion worth of consumer relief as set forth in Annex 2, attached and hereby incorporated as a term of this Agreement, to remediate harms allegedly resulting from unlawful conduct of JPMorgan, Bear Stearns and Washington Mutual. The value of consumer relief provided shall be calculated and enforced pursuant to the terms of Annex 2. An independent monitor will be appointed to determine whether JPMorgan has satisfied the obligations contained in this Paragraph (such monitor to be the current monitor for the National Mortgage Settlement, hereinafter the "Monitor"), and any costs associated with said Monitor

shall be borne by JPMorgan.

3. **Covered Conduct.** "Covered Conduct" as used herein is defined as the creation, pooling, structuring, packaging, marketing, underwriting, sale or issuance by JPMorgan, Bear Stearns or Washington Mutual of the RMBS issued prior to January 1, 2009, identified in Annex 3, attached and hereby incorporated. Covered Conduct includes representations or non-disclosures to RMBS investors about the underlying residential mortgage loans, where the representation or non-disclosure involves information about or obtained during the process of originating, acquiring, securitizing or servicing residential mortgage loans included in the RMBS identified in Annex 3. Covered Conduct does not include: (i) conduct relating to the origination of residential mortgages, except representations or non-disclosures to investors in the RMBS listed in Annex 3 about origination of, or about information obtained in the course of originating, such loans; (ii) origination conduct unrelated to securitization, such as soliciting, aiding or abetting borrower fraud; (iii) representations or non-disclosures made in connection with collateralized debt obligations, other derivative securities, or the trading of RMBS, except to the extent that the representations or non-disclosures are in the offering materials for the underlying RMBS listed in Annex 3; or (iv) the servicing of residential mortgage loans, except representations or non-disclosures to investors in the RMBS listed in Annex 3 about servicing, or information obtained in the course of servicing, such loans.

4. **Cooperation.** Until the date upon which all investigations and any prosecution arising out of the Covered Conduct are concluded by the Department of Justice, whether or not they are concluded within the term of this Agreement, JPMorgan shall, subject to applicable laws or regulations: (a) cooperate fully with the Department of Justice (including the Federal Bureau of

Investigation) and any other law enforcement agency designated by the Department of Justice regarding matters arising out of the Covered Conduct; (b) assist the Department of Justice in any investigation or prosecution arising out of the Covered Conduct by providing logistical and technical support for any meeting, interview, grand jury proceeding, or any trial or other court proceeding; (c) use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, director, agent, or employee of any of the entities released in Paragraph 5 at any meeting or interview or before the grand jury or at any trial or other court proceeding regarding matters arising out of the Covered Conduct; and (d) provide the Department of Justice, upon request, all non-privileged information, documents, records, or other tangible evidence regarding matters arising out of the Covered Conduct about which the Department of Justice or any designated law enforcement agency inquires.

5. **Releases by the United States.** Subject to the exceptions in Paragraph 11 ("Excluded Claims"), and conditioned upon JPMorgan's full payment of the Settlement Amount (of which $2 billion will be paid as a civil monetary penalty pursuant to FIRREA, 12 U.S.C. §1833a), and JPMorgan's agreement, by executing this Agreement, to satisfy the terms in Paragraph 2 ("Consumer Relief") and Paragraph 4 ("Cooperation"), the United States fully and finally releases JPMorgan and any current or former subsidiary, affiliated entity, and any of their respective successors and assigns; fully and finally releases the successor to Bear Stearns and any current or former subsidiary, affiliated entity, and any of their respective successors and assigns; and fully and finally releases the entities that were owned by Washington Mutual as of September 25, 2008 and any current or former subsidiary, affiliated entity, and any of their respective successors and assigns (collectively, the "Released Entities"), to the extent that JPMorgan has, is

subject to or retains any liability for the Covered Conduct associated with any of the Released Entities, from any civil claim the United States has for the Covered Conduct under FIRREA, 18 U.S.C. §1833a; the False Claims Act, 31 U.S.C. §§ 3729, *et seq.*; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801, *et seq.*; the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, *et seq.*; the Injunctions Against Fraud Act, 18 U.S.C. §1345; common law theories of negligence, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, and aiding and abetting any of the foregoing; or that the Civil Division of the Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. §0.45.

6. **Releases by the California Attorney General.** Subject to the exceptions in Paragraph 11 (Excluded Claims), and conditioned solely upon JPMorgan's full payment of the Settlement Amount (of which $298,973,005.98 million will be paid to the Office of the California Attorney General, in accordance with written payment instructions from the California Attorney General, to remediate harms to the State of California, pursuant to California Government Code §§ 12650-12656 and 12658, allegedly resulting from unlawful conduct of the Released Entities), the California Attorney General fully and finally releases the Released Entities from any civil or administrative claim for the Covered Conduct that the California Attorney General has authority to bring, including but not limited to: California Corporate Securities Law of 1968, Cal. Corporations Code §25000 *et seq.*, California Government Code §§12658 and 12660 and California Government Code §§12650-12656, common law theories of negligence, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud and aiding and abetting any

of the foregoing. The California Attorney General executes this release in her official capacity and releases only claims that the California Attorney General has the authority to release for the Covered Conduct. The California Attorney General agrees that no portion of the funds in this paragraph is received as a civil penalty or fine, including, but not limited to any civil penalty or fine imposed under California Government Code §12651. The California Attorney General and JPMorgan acknowledge that they have been advised by their attorneys of the contents and effect of Section 1542 of the California Civil Code ("Section 1542") and hereby expressly waive with respect to this Agreement any and all provisions, rights and benefits conferred by Section 1542.

7. **Releases by the State of Delaware.** Subject to the exceptions in Paragraph 11 (Excluded Claims), and conditioned solely upon JPMorgan's full payment of the Settlement Amount (of which $19,725,255.40 million will be paid to the State of Delaware, in accordance with written payment instructions from the State of Delaware, to remediate harms to the State allegedly resulting from unlawful conduct of the Released Entities), the Delaware Department of Justice fully and finally releases the Released Entities from any civil or administrative claim for the Covered Conduct that it has authority to bring, including but not limited to 6 Del. C. Chapter 12 (the Delaware False Claims and Reporting Act), 6 Del. C. §§ 2511 *et seq.* (the Delaware Consumer Fraud Act), 6 Del. C. Chapter 73 (the Delaware Securities Act), and common law theories of negligence, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud and aiding and abetting any of the foregoing. The State of Delaware agrees that no portion of the funds in this paragraph is received as a civil penalty or fine, including, but not limited to, any civil penalty or

fine imposed under 6 Del. C. §1201 or §2522.

8. **Releases by the State of Illinois.** Subject to the exceptions in Paragraph 11 (Excluded Claims), and conditioned solely upon JPMorgan's full payment of the Settlement Amount (of which $100,911,813.41 million will be paid to the State of Illinois, in accordance with written payment instructions from the State of Illinois, Office of the Attorney General, to remediate harms to the State allegedly resulting from unlawful conduct of the Released Entities), the Attorney General of the State of Illinois fully and finally releases the Released Entities from any civil or administrative claim for the Covered Conduct, including but not limited to: Illinois Securities Law of 1953, 815 Ill. Comp. Stat. 5/1 *et seq.*; and common law theories of negligence, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud and aiding and abetting any of the foregoing. The State of Illinois agrees that no portion of the funds in this paragraph is received as a civil penalty or fine.

9. **Releases by the Commonwealth of Massachusetts.** Subject to the exceptions in Paragraph 11 (Excluded Claims), and conditioned solely upon JPMorgan's full payment of the Settlement Amount (of which $34,400,000.00 million will be paid to the Commonwealth of Massachusetts, in accordance with written payment instructions from the Commonwealth of Massachusetts, to remediate harms to the Commonwealth allegedly resulting from unlawful conduct of the Released Entities), the Attorney General of the Commonwealth of Massachusetts fully and finally releases the Released Entities from any civil claim for the Covered Conduct that she has authority to bring, including but not limited to M.G.L. c. 93A, and common law theories of negligence, payment by mistake, unjust enrichment, money had and received, breach of

fiduciary duty, breach of contract, misrepresentation, deceit, fraud and aiding and abetting any of the foregoing. The payment to the Commonwealth of Massachusetts shall be made to a trustee chosen by the Commonwealth, which shall hold the monies and distribute them as directed by the Massachusetts Office of the Attorney General for consumer relief, compensation to the Commonwealth and its entities, and, pursuant to M.G.L. c. 12 §4A, implementation of this Agreement and related purposes. Funds or portions of the funds remaining in the trust after 90 days, at the discretion of the Massachusetts Office of the Attorney General, may be transferred to the Massachusetts Treasury. The Commonwealth of Massachusetts agrees that no portion of the funds in this paragraph is received as a civil penalty or fine.

10. **Releases by NCUA, FHFA, FDIC and the State of New York.** The releases of claims by NCUA, FHFA, FDIC and the State of New York are contained in separate settlement agreements with JPMorgan, attached as Exhibits A, B, C and D. Any release of claims by NCUA, FHFA, FDIC or the State of New York is governed solely by those separate settlement agreements.

11. **Excluded Claims.** Notwithstanding the releases in Paragraph 5-10 of this Agreement, or any other term(s) of this Agreement, the following claims are specifically reserved and not released by this Agreement:

a. Any criminal liability;

b. Any liability of any individual;

c. Any liability arising under Title 26, U.S. Code (the Internal Revenue Code);

d. Any liability to or claims of NCUA, FHFA, FDIC (in its capacity as a corporation, receiver, or conservator), or the State of New York, except as expressly set forth in

the separate agreements with those entities;

e. Any claim related to compliance with the National Mortgage Settlement ("NMS"), or to compliance with the related agreements reached between the settling banks and individual states;

f. Any liability to or claims of the United States of America, the Department of Housing and Urban Development/Federal Housing Administration, the Department of Veterans Affairs, or Fannie Mae or Freddie Mac relating to whole loans insured, guaranteed, or purchased by the Department of Housing and Urban Development/Federal Housing Administration, the Department of Veterans Affairs, or Fannie Mae or Freddie Mac, except claims based on or arising from the securitizations of any such loans in the RMBS listed in Annex 3;

g. Any administrative liability, including the suspension and debarment rights of any federal agency;

h. Any liability based upon obligations created by this Settlement Agreement;

i. Any liability for the claims or conduct alleged in the following *qui tam* actions, and no setoff related to amounts paid under this Agreement shall be applied to any recovery in connection with any of these actions:

(i) *United States ex rel. Owens v. Goldman Sachs,* No.1:13-cv-01373-JBS-KMW (D.N.J.);

(ii) *United States ex rel. Adams, et al. v. Wells Fargo Bank*, et al., No. 11-cv-00535 (D. Nev.);

(iii) *United States ex rel. v. Hastings v. Wells Fargo Bank, et al.*, No. 12-cv-03624 (C.D. Cal.);

(iv) *United States ex. Rel. Szymoniak v. American Home Mortgage Servicing et al.*, No. 10-cv-1465-JFA (D.S.C.), and *United States ex rel. Szymoniak v. ACE Securities Corp. et al.*, No. 13-cv-464 JFA (D.S.C);

(v) *United States ex rel. [Sealed] v. [Sealed]*, as disclosed to JPMorgan; and

(vi) *United States ex rel. [Sealed] v. [Sealed]*, as disclosed to JPMorgan;

j. Claims raised in *The People of the State of California v. JPMorgan Chase & Co.*, et al., Case No. BC 508466, Superior Court of the State of California for the County of Los Angeles;

k. Claims raised in *Commonwealth of Massachusetts v. Bank of America, N.A., et al.*, Civ. No. 11-4363 (BLS1)(Massachusetts Suffolk Superior Court); and

l. Any claims relating to the alleged manipulation of the London Interbank Offered Rate or other currency benchmarks.

12. **Releases by JPMorgan.** JPMorgan and any current or former affiliated entity and any of their respective successors and assigns fully and finally release the United States and the States, and their officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that JPMorgan has asserted, could have asserted, or may assert in the future against the United States and the States, and their officers, agents, employees, and servants, related to the Covered Conduct and the investigation and civil prosecution to date thereof.

13. **Waiver of Potential FDIC Indemnification Claims by JPMorgan.** JPMorgan hereby

irrevocably waives any right that it otherwise might have to seek (and in any event agrees that it shall not seek) any form of indemnification, reimbursement or contribution from the FDIC in any capacity, including the FDIC in its Corporate Capacity or the FDIC as Receiver of Washington Mutual Bank, for any payment that is a portion of the Settlement Amount set forth in Paragraph 1 of this Agreement or of the Consumer Relief set forth in Paragraph 2 of this Agreement (total $13 billion), including payments to the United States, the States, FHFA, NCUA, FDIC, and New York pursuant to this Agreement.

14. **Waiver of Potential Defenses by JPMorgan.** JPMorgan and any current or former affiliated entity (to the extent that JPMorgan retains liability for the Covered Conduct associated with such affiliated entity) and any of their respective successors and assigns waive and shall not assert any defenses JPMorgan may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

15. **Unallowable Costs Defined.** All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of JPMorgan, and its present or former officers, directors, employees, shareholders, and agents in connection with:

a. the matters covered by this Agreement;

b. the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;

c. JPMorgan's investigation, defense, and corrective actions undertaken in

response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);

d. the negotiation and performance of this Agreement; and

e. the payment JPMorgan makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

16. **Future Treatment of Unallowable Costs.** Unallowable Costs will be separately determined and accounted for by JPMorgan, and JPMorgan shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

17. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute relating to this Agreement is the U.S. District Court for the Eastern District of California.

18. The Parties acknowledge that this Agreement is made without any trial or adjudication or finding of any issue of fact or law, and is not a final order of any court or governmental authority.

19. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

20. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

21. Nothing in this Agreement in any way alters the terms of the NMS, or JPMorgan's

obligations under the NMS.

22. Nothing in this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

23. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties and shall not, therefore, be construed against any Party for that reason in any dispute.

24. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

25. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

26. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

27. This Agreement is binding on JPMorgan's successors, transferees, heirs, and assigns.

28. All Parties consent to the disclosure to the public of this Agreement, and information about this Agreement, by the United States, the States, and the entities whose separate settlement agreements are referenced herein and attached as exhibits to this Agreement.

29. This Agreement is effective on the date of signature of the last signatory to the Agreement. Facsimiles of signatures and signatures provided by portable document format (".PDF") shall constitute acceptable, binding signatures for purposes of this Agreement.

For the United States:

TONY WEST
Associate Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530
Phone: (202) 514-9500

For JPMorgan Chase & Co.:

Stephen M. Cutler
General Counsel
JPMorgan Chase & Co.
270 Park Avenue
New York, New York. 10017
Phone: (212) 270-6000

Sharon L. Nelles
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: 212-558-4000
Facsimile: 212-558-3588

Jonathan R. Tuttle
DEBEVOISE & PLIMPTON, LLP
555 13th Street, N.W.
Washington, D.C. 20004
Telephone: 202-383-8124
Facsimile: 202-383-8118

For the California Department of Justice:

KAMALA D. HARRIS
California Attorney General
California Department of Justice
455 Golden Gate, Suite 11000
San Francisco, CA 94102
Phone: (415) 703-5500

For the State of Delaware:

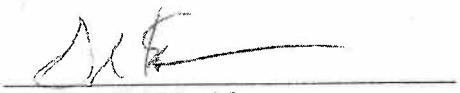
JOSEPH R. BIDEN, III
Attorney General for the State of Delaware
Delaware Department of Justice
Carvel State Office Building
820 N. French Street
Wilmington, DE 19801
Phone: (302) 577-8338

For the State of Illinois:

LISA MADIGAN
Attorney General
State of Illinois
500 South Second Street
Springfield, IL 62706
Phone: (217) 782-1090

For the Commonwealth of Massachusetts:

Office of the Attorney General
Attorney General Martha Coakley
By:



GLENN KAPLAN
Assistant Attorney General
One Ashburton Place
Boston, MA 02108
Phone: (617) 727-2200

Statement of Facts

Between 2005 and 2007, affiliates of each of JPMorgan Chase & Co. ("JPMorgan")[1], The Bear Stearns Companies, Inc. ("Bear Stearns"), and Washington Mutual Bank ("WaMu") securitized large amounts of subprime and Alt-A mortgage loans and sold the resulting residential mortgage-backed securities ("RMBS") to investors, including federally-insured financial institutions. Each of JPMorgan, Bear Stearns, and WaMu developed and maintained mortgage origination and securitization processes and controls, including processes for conducting credit, compliance, and property valuation due diligence on loans prior to acquisition and/or securitization as well as processes for the monitoring of loan originators and sellers based, in part, on the subsequent performance of loans acquired from those parties. JPMorgan, Bear Stearns, and WaMu described these processes to investors in marketing materials, and represented to investors in offering documents that loans generally complied with underwriting guidelines. As discussed below, employees of JPMorgan, Bear Stearns, and WaMu received information that, in certain instances, loans that did not comply with underwriting guidelines were included in the RMBS sold and marketed to investors; however, JPMorgan, Bear Stearns, and WaMu did not disclose this to securitization investors.

JPMorgan

Between 2005 and 2007, JPMorgan purchased loans for the purpose of packaging and selling residential mortgage-backed securities. Before purchasing loans from third parties, employees at JPMorgan conducted "due diligence" to (1) confirm that the mortgage loans were originated consistent with specific origination guidelines provided by the seller, (2) confirm the mortgage loans were originated in compliance with Federal, State, and local laws, rules, and

[1] "JPMorgan" is defined herein to include J.P. Morgan Securities LLC (f/k/a J.P. Morgan Securities, Inc.) and affiliated JPMorgan entities.

regulations, and (3) confirm that the property collateral had the value represented in the appraisal at the time of origination. Through that due diligence process, JPMorgan employees were informed by due diligence vendors that a number of the loans included in at least some of the loan pools that it purchased and subsequently securitized[2] did not comply with the originators' underwriting guidelines, and, in the vendors' judgment, did not have sufficient compensating factors, and that a number of the properties securing the loans had appraised values that were higher than the values derived in due diligence testing from automated valuation models, broker price opinions or other valuation due diligence methods. In addition, JPMorgan represented to investors in various offering documents that loans in the securitized pools were originated "generally" in conformity with the loan originator's underwriting guidelines; and that exceptions were made based on "compensating factors," determined after "careful consideration" on a "case-by-case basis." The offering documents further represented, with respect to representations and warranties made to JPMorgan by sellers and originators of the loans, that JPMorgan would not include any loan in a pool being securitized "if anything has come to [JPMorgan's] attention that would cause it to believe that the representations and warranties of a seller or originator will not be accurate and complete in all material respects in respect of the loan as of the date of initial issuance of the related series of securities." Notwithstanding these representations, in certain instances, at the time these representations were made to investors, the loan pools being securitized contained loans that did not comply with the originators' underwriting guidelines.

[2] There were loans in each of the RMBS reviewed by the Justice Department that did not comply with underwriting guidelines. The following securitizations were reviewed by the Justice Department: JPALT2007-A1, JPMAC 2006-WMC1, JPMAC 2006- WMC2, JPMAC 2006-CW1, JPMAC 2006- ACC1, JPMAC 2006-CW2, JPMAC 2006-WMC3, JPMAC 2006-RM1, JPMAC 2006-HE3, JPMAC 2006- WMC4. The securitizations in question were issued between 2006 and 2007 and had an original unpaid balance of $ 10.28 billion

JPMorgan began the process of creating RMBS by purchasing pools of loans from lending institutions, such as Countrywide Home Loans, Inc., or WMC Mortgage Corporation, that originated residential mortgages by making mortgage loans to individual borrowers. After entering into a contract to purchase loans, but prior to purchase, JPMorgan performed "due diligence" on samples of loans from the pool being acquired to ensure that the loans were originated in compliance with the originator's underwriting guidelines.

JPMorgan salespeople marketed its due diligence process to investors through oral communications that were often scripted by internal sales memoranda, through presentations given at industry conferences, and to certain individual investors. In marketing materials, JPMorgan represented that the originators had a "solid underwriting platform," and that JPMorgan was familiar with and approved the originators' underwriting guidelines; that before purchasing a pool, a "thorough due diligence is undertaken to ensure compliance with [underwriting] guidelines"; and that such due diligence was "performed by industry leading 3rd parties (Clayton and Bohan)."

JPMorgan contracted with industry leading third party due diligence vendors to re-underwrite the loans it was purchasing from loan originators. The vendors assigned one of three grades to each of the loans they reviewed. An Event 1 grade meant that the loan complied with underwriting guidelines. An Event 2 meant that the loans did not comply with underwriting guidelines, but had sufficient compensating factors to justify the extension of credit. An Event 3 meant that the vendor concluded that the loan did not comply with underwriting guidelines and was without sufficient compensating factors to justify the loan, including in certain instances because material documents were missing from the loan file being reviewed. JPMorgan reviewed loans scored Event 3 by the vendors and made the final determination regarding each

loan's score. Event 3 loans that could not be cured were at times referred to by due diligence personnel at JPMorgan as "rejects." JPMorgan personnel then made the final purchase decisions.

From January 2006 through September 2007, in the course of JPMorgan's acquisition of certain pools of mortgage loans for subsequent securitization, JPMorgan's due diligence vendors graded numerous loans in the samples as Event 3's, meaning that, in the vendors' judgment, they neither complied with the originators' underwriting guidelines nor had sufficient compensating factors, including in many instances because of missing documentation such as appraisals, or proof of income, employment or assets. The exceptions identified by the third-party diligence vendors included, among other things, loans with high loan-to-value ratios (some over 100 percent); high debt-to-income ratios; inadequate or missing documentation of income, assets, and rental/mortgage history; stated incomes that the vendors concluded were unreasonable; and missing appraisals or appraisals that varied from the estimates obtained in the diligence process by an amount greater than JPMorgan's fifteen percent established tolerance. The vendors communicated this information to certain JPMorgan employees.

JPMorgan directed that a number of the uncured Event 3 loans be "waived" into the pools facilitating the purchase of loan pools, which then went into JPMorgan inventory for securitization. In addition to waiving in some of the Event 3 loans on a case-by-case basis, some JPMorgan due diligence managers also ordered "bulk" waivers by directing vendors to override certain exceptions the JPMorgan due diligence managers deemed acceptable across all Event 3 loans with the same exceptions in a pool, without analyzing these loans on a case-by-case basis. JPMorgan due diligence managers sometimes directed these bulk waivers shortly before closing the purchase of a pool. Further, even though the Event 3 rate in the random samples indicated

that the un-sampled portion of a pool likely contained additional loans with exceptions, JPMorgan purchased and securitized the loan pools without reviewing and eliminating those loans from the un-sampled portions of the pools.

According to a "trending report" prepared for client marketing purposes by one of JPMorgan's due diligence vendors (later described by the vendor to be a "beta" or test report), from the first quarter of 2006 through the second quarter of 2007, of the 23,668 loans the vendor reviewed for JPMorgan, 6,238 of them, or 27 percent, were initially graded Event 3 loans and, according to the report, JPMorgan ultimately accepted or waived 3,238 of these Event 3 loans – 50 percent – to Event 2.

During the course of its due diligence process, JPMorgan also performed a valuation review. JPMorgan hired third-party valuation firms to test the appraisal's estimate of the value of the mortgaged properties through a variety of data points, including (1) automated valuation models, (2) desk reviews of the appraisals by licensed appraisers, and (3) broker price opinions. After reviewing the relevant data, the valuation firm would provide a "final recommendation of value." JPMorgan had a "tolerance" of 15 percent in the valuation review, meaning that JPMorgan would routinely accept loans for securitization, including those with loan-to-value ratios as high as 100 percent, when the valuation firm's "final recommendation of value" was up to 15 percent under the appraised value. In the same marketing communications described above, JPMorgan salespeople disclosed that its property valuation review involved an "Automated review of appraisals, with secondary reviews undertaken for any loans outside of tolerance." JPMorgan did not disclose that its "tolerance" was 15 percent.

In one instance, JPMorgan's due diligence revealed that several pools from a single third-party originator contained numerous stated income loans (i.e., loans originated

without written proof of the borrower's income) where the vendor had concluded that borrowers had overstated their incomes. Initially, due diligence employees and at least two JPMorgan managers decided that these pools should be reviewed in their entirety, and all unreasonable stated income loans eliminated before the pools were purchased. After the originator of the loan pools objected, JPMorgan Managing Directors in due diligence, trading, and sales met with representatives of the originator to discuss the loans, then agreed to purchase two loan pools without reviewing those loan pools in their entirety as JPMorgan due diligence employees and managers had previously decided; waived a number of the stated income loans into the pools; purchased the pools; and subsequently securitized hundreds of millions of dollars of loans from those pools into one security. In addition, JPMorgan obtained an agreement from the originator to extend contractual repurchase rights for early payment defaults for an additional three months.

Prior to JPMorgan purchasing the loans, a JPMorgan employee who was involved in this particular loan pool acquisition told an Executive Director in charge of due diligence and a Managing Director in trading that due to their poor quality, the loans should not be purchased and should not be securitized. After the purchase of the loan pools, she submitted a letter memorializing her concerns to another Managing Director, which was distributed to other Managing Directors. JPMorgan nonetheless securitized many of the loans. None of this was disclosed to investors.

On some occasions, prospective investors in mortgage-backed securities marketed by JPMorgan requested specific data on the underlying loan pools, including information on due diligence results and loan characteristics, such as combined-loan-to-value ratios. JPMorgan employees sometimes declined to provide information to such investors concerning such loan data, including combined loan-to-value ratio data. In some instances, JPMorgan employees also

provided data on the percentage of defective loans identified in its own due diligence process as a percentage of the pool that was acquired rather than as a percentage of the diligence sample, without disclosing the basis of their calculation.

Bear Stearns

Throughout the relevant time periods described below, Bear Stearns made various statements concerning the processes by which Bear Stearns monitored third party loan sellers and aspects of the performance of the loans Bear Stearns purchased from those sellers.

Between 2006 and 2007, Bear Stearns purchased, securitized and sold to investors billions of dollars of Alt-A mortgage loans. Some of these loans were acquired by Bear Stearns through what was known as its "flow-conduit." Flow-conduit loans were acquired by EMC Mortgage – a wholly owned Bear Stearns subsidiary – from a wide variety of sellers and mortgage originators ("Flow-Conduit Sellers"). After acquiring these loans, Bear Stearns would generally bundle them, securitize that bundled pool of loans, and sell the securities ("Flow-Conduit Securities") to investors. Investors included federally-insured financial institutions and other institutional investors nationwide.

Between 2006 and 2007, Bear Stearns implemented a program for monitoring Flow- Conduit Sellers. Among other things, Bear Stearns monitored the financial well-being of the Flow-Conduit Sellers, tracked aspects of the performance of loans being originated by individual Flow-Conduit Sellers, and reviewed a sample of the loans post-acquisition to determine whether they complied with certain underwriting and/or origination standards.

Beginning in approximately June 2006 and continuing through 2007, as part of its monitoring program, Bear Stearns assigned "grades" to individual sellers. Bear Stearns employed different grading systems over different time periods. But, at relevant times, the Bear Stearns grading system included a grade of "F" for sellers whose financial condition or credit

profile, loan performance, and claims history warranted significant scrutiny and potentially a discontinuation of the business relationship, and also allowed for sellers to be "suspended" or "terminated."

Flow-Conduit Securities typically included loans from many, and in some cases, as many as hundreds, of Flow-Conduit Sellers. Prospectus supplements for Flow-Conduit Securities were required by regulation to identify the Flow-Conduit Sellers only if those sellers exceeded a specified concentration of loans in the security pool. In only one security during the relevant period, a Flow-Conduit Seller exceeded that concentration; in that instance, the prospectus supplement identified the relevant Flow-Conduit Seller. Consistent with the applicable regulatory disclosure requirements, Bear Stearns did not otherwise identify the Flow-Conduit Sellers in any given security.

Bear Stearns discussed its seller monitoring process with certain investors. In some communications with investors, Bear Stearns described its seller approval and seller monitoring processes as a way to filter out poor-performing sellers. Bear Stearns informed certain investors in Flow-Conduit Securities that, as a result of Bear Stearns' seller monitoring, certain Flow-Conduit Sellers had been terminated or suspended. Bear Stearns further communicated that it would not continue to purchase loans originated by terminated or suspended sellers. Certain of this same information was also communicated to rating agencies in January 2007. Between 2006 and 2007, certain Flow-Conduit Securities included a number of loans originated by sellers that, at the time of securitization, had received "F" grades, or had been designated as "suspended" or "terminated." Purchasers of Flow-Conduit Securities were not informed as to the presence of loans from those sellers in Flow-Conduit Securities.

In certain instances, Bear Stearns employed a quality control process to review the loans after they had been purchased, which meant in certain circumstances that the loans were already included in Flow-Conduit Securities (among other securities) when the review took place. In certain investor presentations and communications, Bear Stearns stated that its loan acquisition processes included post-purchase quality control reviews, but, by the end of the relevant time period, once Bear Stearns made a decision to suspend or terminate and discontinue loan purchases from sellers, it did not undertake this post-purchase review for loans that had been originated by those Flow-Conduit Sellers. The absence of a quality control process for such loans meant that Bear Stearns did not take certain steps that might have been undertaken to cure potential exceptions in the underlying loans, or to determine if Bear Stearns had to repurchase them out of the trusts holding them for investors.

Bear Stearns personnel, including certain managers, were aware that Flow-Conduit Securities included a number of loans from poorly graded Flow-Conduit Sellers, and were likewise aware that the loans originated by these poorly graded sellers sometimes experienced high rates of default. At least one Bear Stearns employee questioned the continued inclusion of loans from those sellers in Flow-Conduit Securities.

Certain of the Flow-Conduit Securities also included loans acquired through bulk purchases of pools of loans from larger originators ("bulk purchases") rather than from Flow-Conduit Sellers. For bulk purchases of Alt-A, as well as subprime, loans, Bear Stearns often conducted credit-related due diligence on the loan pool (or, in the case of Alt-A loans, on a sample of the loan pool) to be acquired. Bear Stearns typically hired a third-party due diligence vendor to review the loans selected for diligence and to provide a score reflecting the vendor's

judgment as to whether the loan was originated in accordance with applicable underwriting guidelines or had adequate compensating factors.

Bear Stearns' due diligence managers reviewed the vendor's determinations and made the final decision as to whether Bear Stearns would purchase the loan or not. In certain circumstances, Bear Stearns due diligence managers or other employees determined after their review of the loans that, notwithstanding a vendor's identification of exceptions to specified underwriting guidelines, Bear Stearns would purchase loans where there was a variance from the guidelines that the managers or other employees deemed acceptable. In addition, Bear Stearns completed bulk purchases of Alt-A loan pools even though the rate of loans with exceptions in the due diligence samples indicated that the un-sampled portion of a pool likely contained additional loans with exceptions.

The last securitization by Bear Stearns was in 2007. The conduct described above with respect to Bear Stearns all occurred prior to JPMorgan's acquisition of Bear Stearns in March 2008.

WaMu

Prior to WaMu's failure and closure by the Office of Thrift Supervision ("OTS") in 2008, internal WaMu reviews indicated specific instances of weaknesses in WaMu's loan origination and underwriting practices, including, at times, non-compliance with underwriting standards; the reviews also revealed instances of borrower fraud and misrepresentations by others involved in the loan origination process with respect to the information provided for loan qualification purposes. WaMu did not disclose to securitization investors in written offering materials the information from its internal reviews concerning instances of borrower fraud and misrepresentations regarding borrower credit, compliance, and property valuation, in the origination of loans, including as to loans that were sold into securitizations. WaMu also did not

disclose to investors information regarding instances of fraudulent and/or poor underwriting by certain non-WaMu loan originators who sold loans to WaMu, the fact that certain internal processes and controls were determined by internal reviews to have been ineffective in certain circumstances in preventing weak loan origination practices, or that the systems and data issues led to certain instances of delinquent loans being included in pools that were securitized in RMBS offerings. The last securitization by Washington Mutual was in 2007.

On September 25, 2008, the OTS seized Washington Mutual Bank and placed it into receivership with the Federal Deposit Insurance Corporation ("FDIC"). After the bank's failure, JPMorgan acquired WaMu's assets and certain specified liabilities from the FDIC. The actions and omissions described above with respect to WaMu occurred prior to OTS's closure of WaMu and JPMorgan's acquisition of the identified WaMu assets and liabilities.

Annex 2

Consumer Relief

Eligibility: The Consumer Relief eligibility criteria shall reflect only the terms set forth below and the following principles and conditions: (1) Consumer Relief will not be implemented through any policy that violates the Fair Housing Act or the Equal Credit Opportunity Act; (2) Consumer Relief will not be conditioned on a waiver or release by a borrower, provided that waivers and releases shall be permitted in the case of a contested claim where the borrower would not otherwise have received as favorable terms or consideration; and (3) Eligible modifications may be made under the Making Home Affordable Program (including the Home Affordable Modification Program ("HAMP") and the Housing Finance Agency Hardest Hit Fund) and any proprietary or other modification program.

Annex 2

Menu[1]

Menu Item[2]	**Credit Towards Settlement**	**Minimum/Credit Cap**
1. **Modification – Forgiveness/Forbearance**		
A. First Lien – Principal Forgiveness[3]	$1.00 Write down = $1.00 Credit 125% Credit for hardest hit areas[4] 115% Early incentive Credit 50% Credit loans serviced for others	$1.2 Billion Minimum (A+B)
B Principal Forgiveness of Forbearance	$1.00 Write down = $1.00 Credit 125% Credit for hardest hit areas 115% Early incentive Credit 50% Credit loans serviced for others	$ 300 million Cap
C. First Lien – Forbearance (Payment Forgiveness)	$Forgiveness = Pre Mod Rate x Forborne UPB x Avg Life[5] 125% Credit for hardest hit areas 115% Early Incentive Credit 50% Credit loans serviced for others	$300 million Cap

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1 Start date of crediting is 10/1/2013 (based on first payment date for completed modifications). Consumer Relief to be completed no later than 12/31/2017. No Credit will be provided for a modification if payments are required unless the borrower makes the first three scheduled payments under the modification (including trial period payments). With respect to earned forgiveness principal reduction modifications, Credit can be immediate, provided the borrower makes the first three payments (including trial payments) and the earned forgiveness period is a maximum of 3 years. If a borrower receives more than one form of consumer relief, Credit shall be provided for each form of relief, provided that the forms of relief must be segregated for purposes of determining Credit. The Credits for principal forgiveness modifications shall be net of any state or federal funds paid to JPMorgan, such netting calculated on a basis consistent with the National Mortgage Servicing Settlement Consent Judgment entered into by JPMorgan and various government parties on April 4, 2012 and filed in the U.S. District Court for the District of Columbia.

2 Credit will be provided for any consumer relief completed by any subservicer pursuant to this Annex 2 and for loans sold to other servicers (including sales of servicing rights) where a modification is offered or completed within one year of the sale, and provided that the agreement providing for such sale of servicing allows for the tracking and reporting of such subsequent Consumer Relief to the satisfaction of the Monitor. With respect to loans held in securitizations, Consumer Relief shall be credited in accordance with this Annex 2 from 10/1/2013 for all eligible modifications described in this "Menu," provided that all principal forgiveness modifications performed on loans in securitizations shall be eligible only where: (1) the modification is permitted under the operative documents for the securitization; or (2) JPMorgan has permission from the relevant investors and/or trustees to provide the principal reduction under the operative documents for the securitization or another agreement with trustees/investors.

3 With respect to Credits achieved in Parts 1.A and 1.B, modifications must be for loans with an unpaid principal balance prior to capitalization at or below the highest national GSE conforming loan limit cap as of January 1, 2010.

4 Hardest Hit Areas are defined by HUD as set forth in Appendix A. Early Incentive Credit and other credits (including Hardest Hit) are cumulative (e.g., $1.00 of principal forgiveness in a hardest hit area on a portfolio loan completed prior to 12/31/2014 would receive $1.4375 Credit). Early incentive applies to all consumer relief activity offered or completed by 10/1/2014.

Annex 2

Menu Item[2]	Credit Towards Settlement	Minimum/Credit Cap
D. Second Lien –Principal Forgiveness (including extinguishments)	Performing: $1.00 Write down = $1.00 Credit 125% Credit for hardest hit areas 115% Early incentive Credit 50% Credit loans serviced for others Seriously Delinquent & Non-Performing (> 90 days past due on the related Second Lien) (MBA): $1.00 Write down = 40% Credit 125% Credit for hardest hit areas 115% Early incentive Credit	Part 1 Credit Minimum (A+B+C+D) = $2 billion
2. **Rate Reduction/Refinancing**		
A. Rate Reduction	$Credit=Rate Reduction x Avg. Life[6] x $UPB (post mod interest bearing UPB) 125% Credit for hardest hit areas 115% Early incentive Credit 50% Credit loan serviced for others	
B. Cross-Servicer HARP	$Credit=Rate Reduction x Avg. Life[7] x $UPB 125% Credit for hardest hit areas 115% Early incentive Credit 50% Credit loan serviced for others	

5 Based on an average life of 8 years.

6 Based on an average life of 8 years if the modified rate applies for the life of the loan; otherwise based on an average life of 5 years.

7 Based on an average life of 5 years.

Annex 2

3. **Low to Moderate Income and Disaster Area Lending**

A.	Low to Moderate Income and Other Lending	$10,000 Credit for purchase money loans to credit worthy borrowers: (1) in Hardest Hit Areas; (2) in areas declared as Major Disasters by FEMA between 10/1/2012 and 11/19/2013, provided the borrower receives a cash payment, credit or waiver of fees with a total value of not less than $1,500,[8] (3) who lost homes to foreclosure or short sales; or (4) to first time LMI homebuyers[9] 125% Credit for hardest hit areas. 115% Early incentive Credit

4. **Anti-Blight**

A.	Forgiveness of principal associated with a property where foreclosure is not pursued	i. $1.00 write down = $1.00 Credit
B.	Cash costs paid for demolition of dilapidated properties	ii. $1.00 payment = $1.00 Credit
C.	Mortgages or REO properties donated to accepting municipalities, land banks, or non-profits or to servicemembers with disabilities or relatives of deceased servicemembers	iii. $1.00 property value[10] = $1.00 Credit
D.	Funds donated to capitalize community equity restoration funds or substantially similar community redevelopment activities.	iv. $1.00 payment = $1.00 Credit

"Total Credit Minimum"= 1.+2.+3+4. = $4 billion

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8 Credit for this FEMA sub-category is capped at $165 million.

9 Any LMI loan must be made to borrowers with income at or below 100% of the area median income ("AMI") and originated after 10/1/2013. AMI shall be as calculated in accordance with the parameters used by the U.S. Department of Housing and Urban Development.

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

Annex 2

Credit Minimums and Liquidated Damages

JPMorgan shall endeavor to satisfy the Consumer Relief obligations set forth in this Annex 2 by December 31, 2016, but shall have until December 31, 2017 to complete all Consumer Relief. An independent Monitor acceptable to the parties and paid for by JPMorgan, shall be appointed to publicly: 1) report progress towards completion, including reporting on overall progress on a quarterly basis commencing no later than 180 days after the date of this Agreement; 2) report on Credits earned as promptly as practicable following the date the Monitor has confirmed the methodology for validation of Credits under this Menu; and 3) ultimately determine and certify JPMorgan compliance with the terms of this Borrower Relief obligation. If the Monitor determines that a shortfall in that obligation remains as of December 31, 2017, JPMorgan shall make a compensatory payment in cash in an amount equal to the shortfall (the "Liquidated Damages") to NeighborWorks America, to provide housing counselling, neighborhood stabilization, foreclosure prevention or similar programs. The payment of Liquidated Damages shall be the sole remedy for any failure to complete the Consumer Relief. The calculations regarding the Credit Minimums shall be performed by the Monitor and the Monitor shall determine at the end of the period whether there are Liquidated Damages and, if so, the amount due.

Annex 2

Appendix A

List of HUD Hardest Areas by Distressed Census Tract

This list is available on the HUD website at [to be posted soon]

Residential Mortgage-Backed Securities Issued by JPMorgan, Bear Stearns, and Washington Mutual*

Bear Stearns	JPMorgan	Washington Mutual
AHM 2003-1	CBASS 2005-CB1	LBMLT 2003-1
AHM 2005-4	CBASS 2005-CB7	LBMLT 2003-2
AMIT 2005-1	CBASS 2006-CB2	LBMLT 2003-3
BALTA 2003-1	CBASS 2006-CB7	LBMLT 2003-4
BALTA 2003-2	CBASS 2007-CB1	LBMLT 2004-1
BALTA 2003-3	CFAB 2003-2	LBMLT 2004-2
BALTA 2003-4	CFAB 2003-3	LBMLT 2004-3
BALTA 2003-5	CFAB 2003-4	LBMLT 2004-4
BALTA 2003-6	CFAB 2003-5	LBMLT 2004-5
BALTA 2003-7	CFAB 2003-6	LBMLT 2004-6
BALTA 2004-1	CFAB 2004-1	LBMLT 2004-A
BALTA 2004-10	CFAB 2004-2	LBMLT 2005-1
BALTA 2004-11	CFLAT 2003-C1	LBMLT 2005-2
BALTA 2004-12	CFLAT 2004-AQ1	LBMLT 2005-3
BALTA 2004-13	CFLAT 2004-OPT1	LBMLT 2005-WL1
BALTA 2004-2	CFLX 2005-1	LBMLT 2005-WL2
BALTA 2004-3	CFLX 2005-2	LBMLT 2005-WL3
BALTA 2004-4	CFLX 2006-1	LBMLT 2006-1
BALTA 2004-5	CFLX 2006-2	LBMLT 2006-10
BALTA 2004-6	CFLX 2007-1	LBMLT 2006-11
BALTA 2004-7	CFLX 2007-2	LBMLT 2006-2
BALTA 2004-8	CFLX 2007-3	LBMLT 2006-3
BALTA 2004-9	CFLX 2007-M1	LBMLT 2006-4
BALTA 2005-1	CHASE 2003-S1	LBMLT 2006-5
BALTA 2005-10	CHASE 2003-S10	LBMLT 2006-6
BALTA 2005-2	CHASE 2003-S11	LBMLT 2006-7
BALTA 2005-3	CHASE 2003-S12	LBMLT 2006-8
BALTA 2005-4	CHASE 2003-S13	LBMLT 2006-9
BALTA 2005-5	CHASE 2003-S14	LBMLT 2006-A
BALTA 2005-7	CHASE 2003-S15	LBMLT 2006-WL1
BALTA 2005-8	CHASE 2003-S2	LBMLT 2006-WL2
BALTA 2005-9	CHASE 2003-S3	LBMLT 2006-WL3
BALTA 2006-1	CHASE 2003-S4	WAMMS 2003-AR1
BALTA 2006-2	CHASE 2003-S5	WAMMS 2003-AR2
BALTA 2006-3	CHASE 2003-S6	WAMMS 2003-AR3
BALTA 2006-4	CHASE 2003-S7	WAMMS 2003-AR4
BALTA 2006-5	CHASE 2003-S8	WAMMS 2003-MS1
BALTA 2006-6	CHASE 2003-S9	WAMMS 2003-MS2
BALTA 2006-7	CHASE 2004-S1	WAMMS 2003-MS3
BALTA 2006-8	CHASE 2004-S2	WAMMS 2003-MS4
BALTA 2007-1	CHASE 2004-S3	WAMMS 2003-MS5
BALTA 2007-2	CHASE 2004-S4	WAMMS 2003-MS6
BALTA 2007-3	CHASE 2005-A1	WAMMS 2003-MS7
BSAAT 2007-1	CHASE 2005-A2	WAMMS 2003-MS8
BSABS 2003-1	CHASE 2005-S1	WAMMS 2003-MS9
BSABS 2003-ABF1	CHASE 2005-S2	WAMMS 2004-RA1
BSABS 2003-AC1	CHASE 2005-S3	WAMMS 2004-RA2
BSABS 2003-AC2	CHASE 2006-A1	WAMMS 2004-RA3
BSABS 2003-AC3	CHASE 2006-S1	WAMMS 2004-RA4
BSABS 2003-AC4	CHASE 2006-S2	WAMMS 2005-RA1
BSABS 2003-AC5	CHASE 2006-S3	WAMU 2003-AR1
BSABS 2003-AC6	CHASE 2006-S4	WAMU 2003-AR10
BSABS 2003-AC7	CHASE 2007-A1	WAMU 2003-AR11
BSABS 2003-HE1	CHASE 2007-A2	WAMU 2003-AR12
BSABS 2003-SD2	CHASE 2007-A3	WAMU 2003-AR2
BSABS 2003-SD3	CHASE 2007-S1	WAMU 2003-AR3
BSABS 2004-AC1	CHASE 2007-S2	WAMU 2003-AR4
BSABS 2004-AC2	CHASE 2007-S3	WAMU 2003-AR5
BSABS 2004-AC3	CHASE 2007-S4	WAMU 2003-AR6
BSABS 2004-AC4	CHASE 2007-S5	WAMU 2003-AR7
BSABS 2004-AC5	CHASE 2007-S6	WAMU 2003-AR8
BSABS 2004-AC6	JPALT 2005-A2	WAMU 2003-AR9
BSABS 2004-AC7	JPALT 2005-S1	WAMU 2003-R1
BSABS 2004-BO1	JPALT 2006-A1	WAMU 2003-S1
BSABS 2004-FR2	JPALT 2006-A2	WAMU 2003-S10

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BSABS 2004-FR3		JPALT 2006-A3		WAMU 2003-S11	
BSABS 2004-HE1		JPALT 2006-A4		WAMU 2003-S12	
BSABS 2004-HE10		JPALT 2006-A5		WAMU 2003-S13	
BSABS 2004-HE11		JPALT 2006-A6		WAMU 2003-S2	
BSABS 2004-HE3		JPALT 2006-A7		WAMU 2003-S3	
BSABS 2004-HE5		JPALT 2006-S1		WAMU 2003-S4	
BSABS 2004-HE6		JPALT 2006-S2		WAMU 2003-S5	
BSABS 2004-HE7		JPALT 2006-S3		WAMU 2003-S6	
BSABS 2004-HE8		JPALT 2006-S4		WAMU 2003-S7	
BSABS 2004-HE9		JPALT 2007-A1		WAMU 2003-S8	
BSABS 2004-SD1		JPALT 2007-A2		WAMU 2003-S9	
BSABS 2004-SD3		JPALT 2007-S1		WAMU 2003-XSF1	
BSABS 2004-SD4		JPMAC 2005-FLD1		WAMU 2004-AR1	
BSABS 2005-1		JPMAC 2005-FRE1		WAMU 2004-AR10	
BSABS 2005-2		JPMAC 2005-OPT1		WAMU 2004-AR11	
BSABS 2005-3		JPMAC 2005-OPT2		WAMU 2004-AR12	
BSABS 2005-4		JPMAC 2005-WMC1		WAMU 2004-AR13	
BSABS 2005-AC1		JPMAC 2006-ACC1		WAMU 2004-AR14	
BSABS 2005-AC2		JPMAC 2006-CH1		WAMU 2004-AR2	
BSABS 2005-AC3		JPMAC 2006-CH2		WAMU 2004-AR3	
BSABS 2005-AC4		JPMAC 2006-CW1		WAMU 2004-AR4	
BSABS 2005-AC5		JPMAC 2006-CW2		WAMU 2004-AR5	
BSABS 2005-AC6		JPMAC 2006-FRE1		WAMU 2004-AR6	
BSABS 2005-AC7		JPMAC 2006-FRE2		WAMU 2004-AR7	
BSABS 2005-AC8		JPMAC 2006-HE1		WAMU 2004-AR8	
BSABS 2005-AC9		JPMAC 2006-HE2		WAMU 2004-AR9	
BSABS 2005-AQ1		JPMAC 2006-HE3		WAMU 2004-CB1	
BSABS 2005-AQ2		JPMAC 2006-NC1		WAMU 2004-CB2	
BSABS 2005-CL1		JPMAC 2006-NC2		WAMU 2004-CB3	
BSABS 2005-EC1		JPMAC 2006-RM1		WAMU 2004-CB4	
BSABS 2005-FR1		JPMAC 2006-WF1		WAMU 2004-RP1	
BSABS 2005-HE1		JPMAC 2006-WMC1		WAMU 2004-S1	
BSABS 2005-HE10		JPMAC 2006-WMC2		WAMU 2004-S2	
BSABS 2005-HE11		JPMAC 2006-WMC3		WAMU 2004-S3	
BSABS 2005-HE12		JPMAC 2006-WMC4		WAMU 2005-AR1	
BSABS 2005-HE2		JPMAC 2007-CH1		WAMU 2005-AR10	
BSABS 2005-HE3		JPMAC 2007-CH2		WAMU 2005-AR11	
BSABS 2005-HE4		JPMAC 2007-CH3		WAMU 2005-AR12	
BSABS 2005-HE5		JPMAC 2007-CH4		WAMU 2005-AR13	
BSABS 2005-HE6		JPMAC 2007-CH5		WAMU 2005-AR14	
BSABS 2005-HE7		JPMAC 2007-HE1		WAMU 2005-AR15	
BSABS 2005-HE8		JPMMT 2003-A1		WAMU 2005-AR16	
BSABS 2005-HE9		JPMMT 2003-A2		WAMU 2005-AR17	
BSABS 2005-SD1		JPMMT 2004-A1		WAMU 2005-AR18	
BSABS 2005-SD2		JPMMT 2004-A2		WAMU 2005-AR19	
BSABS 2005-SD3		JPMMT 2004-A3		WAMU 2005-AR2	
BSABS 2005-SD4		JPMMT 2004-A4		WAMU 2005-AR3	
BSABS 2005-TC1		JPMMT 2004-A5		WAMU 2005-AR4	
BSABS 2005-TC2		JPMMT 2004-A6		WAMU 2005-AR5	
BSABS 2006-1		JPMMT 2004-S1		WAMU 2005-AR6	
BSABS 2006-2		JPMMT 2004-S2		WAMU 2005-AR7	
BSABS 2006-3		JPMMT 2005-A1		WAMU 2005-AR8	
BSABS 2006-4		JPMMT 2005-A2		WAMU 2005-AR9	
BSABS 2006-AC1		JPMMT 2005-A3		WAMU 2006-AR1	
BSABS 2006-AC2		JPMMT 2005-A4		WAMU 2006-AR10	
BSABS 2006-AC3		JPMMT 2005-A5		WAMU 2006-AR11	
BSABS 2006-AC4		JPMMT 2005-A6		WAMU 2006-AR12	
BSABS 2006-AC5		JPMMT 2005-A7		WAMU 2006-AR13	
BSABS 2006-AQ1		JPMMT 2005-A8		WAMU 2006-AR14	
BSABS 2006-EC1		JPMMT 2005-ALT1		WAMU 2006-AR15	
BSABS 2006-EC2		JPMMT 2005-S1		WAMU 2006-AR16	
BSABS 2006-HE1		JPMMT 2005-S2		WAMU 2006-AR17	
BSABS 2006-HE10		JPMMT 2005-S3		WAMU 2006-AR18	
BSABS 2006-HE2		JPMMT 2006-A1		WAMU 2006-AR19	
BSABS 2006-HE3		JPMMT 2006-A2		WAMU 2006-AR2	
BSABS 2006-HE4		JPMMT 2006-A3		WAMU 2006-AR3	
BSABS 2006-HE5		JPMMT 2006-A4		WAMU 2006-AR4	
BSABS 2006-HE6		JPMMT 2006-A5		WAMU 2006-AR5	
BSABS 2006-HE7		JPMMT 2006-A6		WAMU 2006-AR6	
BSABS 2006-HE8		JPMMT 2006-A7		WAMU 2006-AR7	
BSABS 2006-HE9		JPMMT 2006-S1		WAMU 2006-AR8	

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BSABS 2006-IM1		JPMMT 2006-S2		WAMU 2006-AR9	
BSABS 2006-PC1		JPMMT 2006-S3		WAMU 2007-HY1	
BSABS 2006-SD1		JPMMT 2006-S4		WAMU 2007-HY2	
BSABS 2006-SD2		JPMMT 2007-A1		WAMU 2007-HY3	
BSABS 2006-SD3		JPMMT 2007-A2		WAMU 2007-HY4	
BSABS 2006-SD4		JPMMT 2007-A3		WAMU 2007-HY5	
BSABS 2006-ST1		JPMMT 2007-A4		WAMU 2007-HY6	
BSABS 2007-1		JPMMT 2007-A5		WAMU 2007-HY7	
BSABS 2007-2		JPMMT 2007-A6		WAMU 2007-OA1	
BSABS 2007-AC1		JPMMT 2007-S1		WAMU 2007-OA2	
BSABS 2007-AC2		JPMMT 2007-S2		WAMU 2007-OA3	
BSABS 2007-AC3		JPMMT 2007-S3		WAMU 2007-OA4	
BSABS 2007-AC4				WAMU 2007-OA5	
BSABS 2007-AC5				WAMU 2007-OA6	
BSABS 2007-AC6				WMABS 2006-HE1	
BSABS 2007-AQ1				WMABS 2006-HE2	
BSABS 2007-AQ2				WMABS 2006-HE3	
BSABS 2007-FS1				WMABS 2006-HE4	
BSABS 2007-HE1				WMABS 2006-HE5	
BSABS 2007-HE2				WMABS 2007-HE1	
BSABS 2007-HE3				WMABS 2007-HE2	
BSABS 2007-HE4				WMALT 2005-1	
BSABS 2007-HE5				WMALT 2005-10	
BSABS 2007-HE6				WMALT 2005-11	
BSABS 2007-HE7				WMALT 2005-2	
BSABS 2007-SD1				WMALT 2005-3	
BSABS 2007-SD2				WMALT 2005-4	
BSABS 2007-SD3				WMALT 2005-5	
BSARM 2003-1				WMALT 2005-6	
BSARM 2003-3				WMALT 2005-7	
BSARM 2003-4				WMALT 2005-8	
BSARM 2003-5				WMALT 2005-9	
BSARM 2003-6				WMALT 2005-AR1	
BSARM 2003-7				WMALT 2006-1	
BSARM 2003-8				WMALT 2006-2	
BSARM 2003-9				WMALT 2006-3	
BSARM 2004-1				WMALT 2006-4	
BSARM 2004-10				WMALT 2006-5	
BSARM 2004-11				WMALT 2006-6	
BSARM 2004-12				WMALT 2006-7	
BSARM 2004-2				WMALT 2006-8	
BSARM 2004-3				WMALT 2006-9	
BSARM 2004-4				WMALT 2006-AR1	
BSARM 2004-5				WMALT 2006-AR10	
BSARM 2004-6				WMALT 2006-AR2	
BSARM 2004-7				WMALT 2006-AR3	
BSARM 2004-8				WMALT 2006-AR4	
BSARM 2004-9				WMALT 2006-AR5	
BSARM 2005-1				WMALT 2006-AR6	
BSARM 2005-10				WMALT 2006-AR7	
BSARM 2005-11				WMALT 2006-AR8	
BSARM 2005-12				WMALT 2006-AR9	
BSARM 2005-2				WMALT 2007-1	
BSARM 2005-3				WMALT 2007-2	
BSARM 2005-4				WMALT 2007-3	
BSARM 2005-5				WMALT 2007-4	
BSARM 2005-6				WMALT 2007-5	
BSARM 2005-7				WMALT 2007-HY1	
BSARM 2005-9				WMALT 2007-HY2	
BSARM 2006-1				WMALT 2007-OA1	
BSARM 2006-2				WMALT 2007-OA2	
BSARM 2006-4				WMALT 2007-OA3	
BSARM 2007-1				WMALT 2007-OA4	
BSARM 2007-2				WMALT 2007-OA5	
BSARM 2007-3				WMALT 2007-OC1	
BSARM 2007-4				WMALT 2007-OC2	
BSARM 2007-5				WMHE 2007-HE1	
BSMF 2006-AC1				WMHE 2007-HE2	
BSMF 2006-AR1				WMHE 2007-HE3	
BSMF 2006-AR2				WMHE 2007-HE4	
BSMF 2006-AR3					

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BSMF 2006-AR4					
BSMF 2006-AR5					
BSMF 2006-SL1					
BSMF 2006-SL2					
BSMF 2006-SL3					
BSMF 2006-SL4					
BSMF 2006-SL5					
BSMF 2006-SL6					
BSMF 2007-AR1					
BSMF 2007-AR2					
BSMF 2007-AR3					
BSMF 2007-AR4					
BSMF 2007-AR5					
BSMF 2007-SL1					
BSMF 2007-SL2					
BSSBC 2006-1A					
BSSLT 2007-1					
BSSLT 2007-SV1A					
BSSP 2007-EMX1					
BUMT 2005-1					
CARR 2005-NC2					
EMCM 2005-A					
EMCM 2005-B					
EMCM 2006-A					
GPMF 2005-AR1					
GPMF 2005-AR2					
GPMF 2005-AR3					
GPMF 2005-AR4					
GPMF 2005-AR5					
GPMF 2006-AR1					
GPMF 2006-AR2					
GPMF 2006-AR3					
GPMF 2007-HE1					
HMBT 2004-1					
HMBT 2004-2					
IRWHE 2005-1					
IRWHE 2005-A					
LUM 2005-1					
LUM 2006-3					
MHL 2004-1					
MHL 2005-AR1					
MSST 2007-1					
NCMT 2007-1					
PRIME 2003-1					
PRIME 2003-2					
PRIME 2003-3					
PRIME 2004-1					
PRIME 2004-2					
PRIME 2004-CL1					
PRIME 2004-CL2					
PRIME 2005-1					
PRIME 2005-2					
PRIME 2005-3					
PRIME 2005-4					
PRIME 2005-5					
PRIME 2006-1					
PRIME 2006-2					
PRIME 2006-CL1					
PRIME 2006-DR1					
PRIME 2007-1					
PRIME 2007-2					
PRIME 2007-3					
SACO 2004-3A					
SACO 2005-1					
SACO 2005-10					
SACO 2005-2					
SACO 2005-3					
SACO 2005-4					
SACO 2005-5					
SACO 2005-6					
SACO 2005-7					

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SACO 2005-8					
SACO 2005-9					
SACO 2005-GP1					
SACO 2005-WM1					
SACO 2005-WM2					
SACO 2005-WM3					
SACO 2006-1					
SACO 2006-10					
SACO 2006-12					
SACO 2006-2					
SACO 2006-3					
SACO 2006-4					
SACO 2006-5					
SACO 2006-6					
SACO 2006-7					
SACO 2006-8					
SACO 2006-9					
SACO 2007-1					
SACO 2007-2					
SACO 2007-VA1					
SAMI 2003-AR1					
SAMI 2003-AR2					
SAMI 2003-AR3					
SAMI 2003-AR4					
SAMI 2003-CL1					
SAMI 2004-AR1					
SAMI 2004-AR2					
SAMI 2004-AR3					
SAMI 2004-AR4					
SAMI 2004-AR5					
SAMI 2004-AR6					
SAMI 2004-AR7					
SAMI 2004-AR8					
SAMI 2005-AR1					
SAMI 2005-AR2					
SAMI 2005-AR3					
SAMI 2005-AR4					
SAMI 2005-AR5					
SAMI 2005-AR6					
SAMI 2005-AR7					
SAMI 2005-AR8					
SAMI 2006-AR1					
SAMI 2006-AR2					
SAMI 2006-AR3					
SAMI 2006-AR4					
SAMI 2006-AR5					
SAMI 2006-AR6					
SAMI 2006-AR7					
SAMI 2006-AR8					
SAMI 2007-AR1					
SAMI 2007-AR2					
SAMI 2007-AR3					
SAMI 2007-AR4					
SAMI 2007-AR5					
SAMI 2007-AR6					
SAMI 2007-AR7					
STALT 2006-1F					
TMST 2003-3					
TMST 2003-5					
TMST 2003-6					
TMST 2004-1					
TMST 2004-3					
TMST 2005-4					
TMST 2006-5					
TMST 2007-3					
TMTS 2005-18AL					

* Should a securitization inadvertently not be listed notwithstanding that JPMorgan, Bear Stearns, or Washington Mutual served as the issuer, sponsor, depositor or underwriter, that securitization will be treated as if it was listed.

Residential Mortgage-Backed Securities Underwritten by JPMorgan, Bear Stearns, and Washington Mutual*

[1]Data comes directly from Bloomberg

Bear Stearns	Underwriter Status[1]	JPMorgan	Underwriter Status[1]	Washington Mutual	Underwriter Status[1]
AABST 2004-2	Lead	AGFMT 2006-1	Lead	DSLA 2004-AR3	Co-Lead
AABST 2005-1	Lead	AHMA 2007-3	Not Lead	DSLA 2004-AR4	Co-Lead
AABST 2005-2	Not Lead	AMSI 2004-IA1	Lead	DSLA 2005-AR1	Not Lead
AABST 2005-3	Not Lead	AMSI 2004-R6	Not Lead	DSLA 2005-AR2	Co-Lead
AABST 2005-4	Not Lead	AMSI 2004-R7	Co-Lead	DSLA 2005-AR4	Co-Lead
AABST 2005-5	Lead	AMSI 2005-R10	Co-Lead	FFML 2004-FF5	Co-Lead
AABST 2006-1	Not Lead	AMSI 2005-R3	Not Lead	FFML 2004-FFH2	Co-Lead
ACCR 2006-2	Not Lead	AMSI 2005-R4	Co-Lead	FFML 2004-FFH3	Not Lead
ACCR 2007-1	Not Lead	AMSI 2005-R7	Co-Lead	FFML 2005-FF4	Not Lead
AHM 2004-1	Lead	ARSI 2005-W3	Not Lead	FHLT 2005-2	Co-Lead
AHM 2004-2	Lead	ARSI 2005-W4	Not Lead	FNBA 2004-AR1	Not Lead
AHM 2004-4	Lead	ARSI 2006-M2	Lead	GMACM 2003-J5	Co-Lead
AHM 2005-1	Lead	ARSI 2006-W2	Not Lead	GMACM 2003-J7	Co-Lead
AHM 2005-2	Not Lead	ARSI 2006-W3	Not Lead	GPMF 2005-HE1	Not Lead
AHM 2006-1	Not Lead	ARSI 2006-W4	Lead	GSAMP 2005-S2	Not Lead
AHM 2006-3	Lead	BAYC 2006-3A	Not Lead	GSMPS 2004-4	Co-Lead
AHM 2007-2	Lead	BAYC 2006-4A	Not Lead	GSMPS 2005-RP1	Co-Lead
AHMA 2007-3	Not Lead	BAYC 2006-SP2	Not Lead	GSMPS 2005-RP2	Co-Lead
AMIT 2005-2	Not Lead	BAYC 2007-1	Not Lead	GSMPS 2005-RP3	Co-Lead
AMIT 2005-3	Lead	BAYC 2007-2A	Not Lead	GSMPS 2006-RP1	Not Lead
AMIT 2005-4	Not Lead	BAYC 2007-3	Not Lead	HVMLT 2004-1	Co-Lead
AMIT 2006-1	Not Lead	BAYC 2007-4A	Not Lead	HVMLT 2004-10	Not Lead
AMSI 2005-R6	Not Lead	BAYC 2007-5A	Not Lead	HVMLT 2004-11	Co-Lead
ARSI 2004-W9	Co-Lead	BAYC 2007-6A	Not Lead	HVMLT 2004-2	Co-Lead
BACM 2005-6	Not Lead	BAYC 2007-CAD1	Not Lead	HVMLT 2004-4	Co-Lead
BACM 2006-2	Not Lead	BAYC 2007-CD1A	Not Lead	HVMLT 2004-5	Co-Lead
BMAT 2006-1A	Lead	BAYC 2008-1	Not Lead	HVMLT 2004-7	Not Lead
BOAMS 2003-A	Not Lead	BAYC 2008-2	Not Lead	HVMLT 2004-8	Not Lead
BOAMS 2003-B	Not Lead	BAYV 2006-A	Not Lead	HVMLT 2004-9	Not Lead
BOAMS 2003-C	Not Lead	BAYV 2006-B	Not Lead	HVMLT 2005-1	Co-Lead
BOAMS 2003-D	Not Lead	BAYV 2006-C	Not Lead	HVMLT 2005-15	Not Lead
BOAMS 2003-E	Not Lead	BAYV 2006-D	Lead	HVMLT 2005-2	Not Lead
BOAMS 2003-F	Not Lead	BAYV 2007-A	Lead	HVMLT 2005-5	Not Lead
BOAMS 2003-G	Not Lead	BAYV 2007-B	Lead	HVMLT 2005-7	Co-Lead
BOAMS 2003-H	Not Lead	CARR 2006-NC5	Not Lead	HVMLT 2005-9	Co-Lead
BOAMS 2003-I	Not Lead	CARR 2007-FRE1	Not Lead	LUM 2006-2	Not Lead
BOAMS 2003-J	Not Lead	CARR 2007-HE1	Not Lead	LUM 2007-1	Co-Lead
BOAMS 2003-K	Not Lead	CBASS 2006-CB4	Not Lead	MABS 2004-FRE1	Co-Lead
BOAMS 2003-L	Not Lead	CBASS 2007-CB4	Not Lead	MALT 2004-9	Not Lead
BOAMS 2004-A	Not Lead	CBASS 2007-CB6	Lead	MLCC 2004-G	Co-Lead
BOAMS 2004-B	Not Lead	CBASS 2007-MX1	Lead	MLCC 2005-A	Co-Lead
BOAMS 2004-C	Not Lead	CMSI 2003-7	Lead	MLCC 2005-B	Co-Lead
BOAMS 2004-D	Not Lead	CWALT 2003-10CB	Co-Lead	MLMI 2004-A4	Not Lead
BOAMS 2004-E	Not Lead	CWALT 2003-12CB	Co-Lead	MLMI 2005-A4	Not Lead
BOAMS 2004-F	Not Lead	CWALT 2003-4CB	Co-Lead	MLMI 2005-A5	Co-Lead
BOAMS 2004-G	Not Lead	CWALT 2004-25CB	Not Lead	MMLT 2005-3	Co-Lead
BOAMS 2004-H	Not Lead	CWALT 2004-5CB	Not Lead	RBSGC 2005-RP1	Co-Lead
BOAMS 2004-I	Not Lead	CWALT 2005-10CB	Co-Lead	RFMSI 2004-S1	Co-Lead
BOAMS 2004-J	Not Lead	CWALT 2005-18CB	Co-Lead	RFMSI 2004-S3	Co-Lead
BOAMS 2004-K	Not Lead	CWALT 2005-1CB	Not Lead	SAIL 2004-4	Not Lead
BOAMS 2004-L	Not Lead	CWALT 2005-28CB	Not Lead	SURF 2005-BC1	Co-Lead
BOAMS 2005-A	Not Lead	CWALT 2005-46CB	Not Lead	SURF 2005-BC2	Co-Lead
BOAMS 2005-B	Not Lead	CWALT 2005-55CB	Co-Lead	SVHE 2005-1	Co-Lead
BOAMS 2005-C	Not Lead	CWALT 2005-57CB	Co-Lead	SVHE 2006-OPT1	Not Lead
BOAMS 2005-D	Not Lead	CWALT 2005-65CB	Co-Lead	WAMU 2005-PR1	Lead
BOAMS 2005-E	Not Lead	CWALT 2005-85CB	Co-Lead	WAMU 2005-PR4	Lead
BOAMS 2005-F	Not Lead	CWALT 2005-9CB	Co-Lead	WAMU 2005-PR5	Lead
BOAMS 2005-G	Not Lead	CWALT 2006-12CB	Not Lead	WAMU 2006-PR1	Lead
BOAMS 2005-H	Not Lead	CWALT 2006-14CB	Not Lead	WAMU 2006-PR2	Lead
BOAMS 2005-I	Not Lead	CWALT 2006-7CB	Not Lead	WAMU 2006-PR3	Lead
BOAMS 2005-J	Not Lead	CWALT 2007-10CB	Lead	WAMU 2006-PR4	Lead
BOAMS 2005-K	Not Lead	CWHL 2003-15	Co-Lead	WAMU 2006-PR5	Lead
BOAMS 2005-L	Not Lead	CWHL 2003-18	Lead	WAMU 2006-PR6	Lead
BOAMS 2006-A	Not Lead	CWHL 2003-20	Not Lead		
CARR 2005-FRE1	Lead	CWHL 2003-26	Co-Lead		
CARR 2005-NC1	Not Lead	CWHL 2003-35	Not Lead		
CARR 2005-NC3	Not Lead	CWHL 2003-4	Lead		

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CARR 2005-NC4	Lead		CWHL 2003-50	Not Lead			
CARR 2005-NC5	Not Lead		CWHL 2003-7	Co-Lead			
CARR 2006-FRE1	Not Lead		CWHL 2004-9	Not Lead			
CARR 2006-FRE2	Not Lead		CWHL 2007-6	Lead			
CARR 2006-NC1	Not Lead		CWL 2005-10	Co-Lead			
CARR 2006-NC3	Lead		CWL 2005-6	Co-Lead			
CARR 2006-NC5	Lead		CWL 2005-AB4	Co-Lead			
CARR 2006-OPT1	Lead		CWL 2006-2	Not Lead			
CARR 2006-RFC1	Lead		CWL 2006-21	Not Lead			
CARR 2007-FRE1	Lead		CWL 2006-23	Not Lead			
CARR 2007-HE1	Lead		CWL 2006-4	Not Lead			
CDMC 2003-A	Lead		CWL 2006-S2	Not Lead			
CHMAC 2004-1	Lead		FHASI 2003-2	Co-Lead			
CMOH 2003-1	Lead		FHASI 2003-6	Not Lead			
CWALT 2003-16T1	Co-Lead		FHLT 2006-A	Not Lead			
CWALT 2003-17T2	Co-Lead		FMIC 2007-1	Not Lead			
CWALT 2003-21T1	Lead		FNLC 2005-1	Not Lead			
CWALT 2003-3T1	Lead		FNLC 2005-3	Co-Lead			
CWALT 2003-7T1	Co-Lead		FSTAR 2005-1A	Lead			
CWALT 2003-9T1	Co-Lead		FSTAR 2006-1GA	Lead			
CWALT 2004-14T2	Co-Lead		FSTAR 2006-2A	Lead			
CWALT 2004-17CB	Lead		FSTAR 2007-1A	Lead			
CWALT 2004-27CB	Lead		GECMC 2005-C4	Not Lead			
CWALT 2004-34T1	Lead		GMACM 2003-J2	Co-Lead			
CWALT 2004-35T2	Co-Lead		GMACM 2003-J4	Co-Lead			
CWALT 2004-3T1	Co-Lead		GMACM 2003-J6	Co-Lead			
CWALT 2004-4CB	Co-Lead		GMACM 2005-HE1	Lead			
CWALT 2004-5CB	Co-Lead		GMACM 2005-HE3	Not Lead			
CWALT 2004-9T1	Co-Lead		GMACM 2006-HE1	Lead			
CWALT 2005-13CB	Lead		GMACM 2006-HE3	Lead			
CWALT 2005-19CB	Lead		GMACM 2006-HE4	Not Lead			
CWALT 2005-29CB	Co-Lead		GMACM 2007-HE1	Lead			
CWALT 2005-32T1	Co-Lead		GMACM 2007-HE3	Not Lead			
CWALT 2005-4	Lead		HFCHC 2005-1	Not Lead			
CWALT 2005-46CB	Lead		HFCHC 2005-2	Not Lead			
CWALT 2005-53T2	Lead		HFCHC 2005-3	Not Lead			
CWALT 2005-55CB	Co-Lead		HFCHC 2006-1	Not Lead			
CWALT 2005-64CB	Co-Lead		HFCHC 2006-3	Not Lead			
CWALT 2005-73CB	Co-Lead		HFCHC 2006-4	Not Lead			
CWALT 2005-77T1	Co-Lead		HFCHC 2007-1	Not Lead			
CWALT 2006-16CB	Lead		HFCHC 2007-2	Not Lead			
CWALT 2006-24CB	Lead		HFCHC 2007-3	Not Lead			
CWALT 2006-36T2	Lead		HMBT 2005-1	Co-Lead			
CWALT 2006-9T1	Lead		HMBT 2005-4	Not Lead			
CWALT 2007-23CB	Lead		HMBT 2005-5	Not Lead			
CWALT 2007-HY4	Lead		HMBT 2006-1	Lead			
CWHL 2003-21	Not Lead		INDX 2006-AR29	Lead			
CWHL 2003-27	Not Lead		JPMBS 2006-R2	Lead			
CWHL 2003-40	Lead		MLCC 2003-A	Not Lead			
CWHL 2003-56	Lead		MLMT 2005-LC1	Not Lead			
CWHL 2003-7	Co-Lead		MMLT 2005-2	Not Lead			
CWHL 2004-12	Lead		MSAC 2006-HE1	Not Lead			
CWHL 2004-18	Co-Lead		MSAC 2006-WMC1	Not Lead			
CWHL 2004-19	Co-Lead		MSHEL 2006-2	Not Lead			
CWHL 2004-22	Co-Lead		NATCM 2008-1	Co-Lead			
CWHL 2004-25	Lead		NCHET 2006-1	Not Lead			
CWHL 2004-7	Lead		NYMT 2006-1	Lead			
CWHL 2005-19	Lead		OOMLT 2005-1	Not Lead			
CWHL 2005-2	Lead		OOMLT 2005-2	Not Lead			
CWHL 2005-26	Lead		OOMLT 2005-3	Not Lead			
CWHL 2006-10	Lead		OOMLT 2005-4	Not Lead			
CWHL 2006-21	Lead		OOMLT 2005-5	Not Lead			
CWHL 2007-13	Co-Lead		OOMLT 2006-1	Not Lead			
CWHL 2007-2	Co-Lead		OOMLT 2006-3	Not Lead			
CWL 2003-2	Not Lead		OOMLT 2007-4	Not Lead			
CWL 2005-1	Not Lead		OOMLT 2007-5	Not Lead			
CWL 2005-14	Co-Lead		OOMLT 2007-CP1	Not Lead			
CWL 2005-2	Co-Lead		OOMLT 2007-FXD2	Not Lead			
CWL 2005-3	Co-Lead		OOMLT 2007-HL1	Not Lead			
CWL 2005-4	Not Lead		PPSI 2004-MHQ1	Lead			
CWL 2005-5	Not Lead		PPSI 2005-WCH1	Co-Lead			
CWL 2005-6	Not Lead		PPSI 2005-WCW2	Not Lead			
CWL 2005-7	Co-Lead		RAAC 2005-SP1	Not Lead			
CWL 2005-AB1	Co-Lead		RALI 2004-QS2	Co-Lead			

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CWL 2005-AB2	Not Lead		RALI 2006-QS1	Not Lead			
CWL 2006-13	Not Lead		RALI 2006-QS2	Not Lead			
CWL 2006-18	Not Lead		RAMC 2006-2	Not Lead			
CWL 2006-19	Not Lead		RAMC 2006-3	Lead			
CWL 2006-20	Not Lead		RAMC 2006-4	Not Lead			
CWL 2006-5	Not Lead		RAMC 2007-1	Not Lead			
CWL 2006-S1	Not Lead		RAMC 2007-2	Not Lead			
CWL 2006-S4	Not Lead		RAMC 2007-3	Co-Lead			
CWL 2006-S5	Not Lead		RAMP 2003-RS4	Lead			
CWL 2006-S6	Not Lead		RAMP 2004-RS12	Co-Lead			
ECR 2005-4	Not Lead		RAMP 2004-RS2	Not Lead			
ELAT 2007-1	Co-Lead		RAMP 2004-RS5	Not Lead			
FBRSI 2005-5	Co-Lead		RAMP 2004-RS9	Lead			
FHAMS 2005-AA1	Co-Lead		RAMP 2005-EFC4	Co-Lead			
FHAMS 2005-AA12	Co-Lead		RAMP 2005-EFC6	Co-Lead			
FHAMS 2005-AA6	Lead		RAMP 2006-NC2	Lead			
FHAMS 2005-FA6	Not Lead		RASC 2005-KS1	Not Lead			
FHAMS 2006-FA1	Not Lead		RASC 2005-KS10	Co-Lead			
FHAMS 2007-AA2	Lead		RASC 2005-KS5	Lead			
FHASI 2003-2	Co-Lead		RASC 2005-KS7	Lead			
FHASI 2004-4	Lead		RASC 2005-KS8	Co-Lead			
FHASI 2005-3	Lead		RASC 2005-KS9	Lead			
FHASI 2005-8	Co-Lead		RASC 2006-EMX6	Not Lead			
FHASI 2006-1	Not Lead		RASC 2006-EMX7	Not Lead			
FHLT 2004-C	Lead		RASC 2006-KS1	Not Lead			
FHLT 2004-D	Not Lead		RASC 2006-KS6	Lead			
FHLT 2005-D	Not Lead		RASC 2006-KS7	Lead			
FMIC 2005-2	Not Lead		RASC 2007-KS2	Lead			
FMIC 2005-3	Co-Lead		RASC 2007-KS3	Co-Lead			
FMIC 2006-1	Lead		RASC 2007-KS4	Lead			
FMIC 2006-2	Not Lead		RFMSI 2004-S2	Co-Lead			
FMIC 2006-3	Not Lead		RFMSI 2004-S5	Lead			
FMIC 2006-S1	Lead		SAST 2004-2	Not Lead			
GMACM 2003-AR1	Not Lead		SAST 2005-1	Not Lead			
GMACM 2003-AR2	Not Lead		SAST 2005-4	Not Lead			
GMACM 2003-J10	Co-Lead		SAST 2006-1	Not Lead			
GMACM 2003-J2	Co-Lead		SAST 2006-2	Not Lead			
GMACM 2004-AR1	Lead		SRFC 2007-2A	Not Lead			
GMACM 2004-HE1	Not Lead		SVOVM 2005-AA	Not Lead			
GMACM 2004-HE3	Lead		WBCMT 2005-C22	Not Lead			
GMACM 2004-HE4	Lead		WFMBS 2003-12	Co-Lead			
GMACM 2004-J5	Lead		WFMBS 2003-14	Co-Lead			
GMACM 2005-AF2	Co-Lead		WFMBS 2003-19	Co-Lead			
GMACM 2005-AR6	Lead		WFMBS 2004-4	Co-Lead			
GMACM 2005-HE1	Not Lead						
GMACM 2005-HE2	Not Lead						
GMACM 2005-HE3	Lead						
GMACM 2005-J1	Lead						
GMACM 2006-HE2	Not Lead						
GMACM 2006-HE3	Not Lead						
GMACM 2006-HE4	Lead						
GMACM 2006-HE5	Not Lead						
GMACM 2006-HLTV	Lead						
GMACM 2006-J1	Not Lead						
GMACM 2007-HE2	Not Lead						
HFCHC 2006-3	Not Lead						
HMAC 2004-4	Lead						
HMAC 2004-6	Lead						
HMBT 2005-1	Co-Lead						
HMBT 2005-2	Lead						
HMBT 2005-3	Co-Lead						
HMBT 2005-4	Lead						
HMBT 2005-5	Lead						
HMBT 2006-1	Not Lead						
HMBT 2006-2	Lead						
HMBT 2007-1	Lead						
HOMRE 2005-1A	Lead						
HOMRE 2005-2	Lead						
HOMRE 2006-1A	Lead						
IMM 2003-2F	Co-Lead						
IMM 2003-9F	Lead						
IMM 2004-10	Lead						
IMM 2004-11	Not Lead						
IMM 2004-2	Not Lead						

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IMM 2004-4	Not Lead						
IMM 2004-6	Not Lead						
IMM 2004-7	Not Lead						
IMM 2004-8	Lead						
IMM 2004-9	Not Lead						
IMM 2005-1	Not Lead						
IMM 2005-2	Lead						
IMM 2005-4	Lead						
IMM 2005-5	Not Lead						
IMM 2005-6	Co-Lead						
IMM 2005-7	Not Lead						
IMM 2005-8	Not Lead						
IMM 2007-A	Lead						
IMSA 2003-1	Lead						
IMSA 2003-3	Lead						
IMSA 2004-3	Not Lead						
IMSA 2004-4	Lead						
IMSA 2005-2	Not Lead						
IMSA 2006-1	Lead						
IMSA 2006-2	Lead						
IMSA 2006-3	Not Lead						
IMSA 2006-4	Lead						
IMSA 2006-5	Lead						
IMSA 2007-1	Not Lead						
IMSA 2007-2	Lead						
IMSA 2007-3	Lead						
INABS 2006-H2	Not Lead						
INABS 2006-H3	Not Lead						
INABS 2006-H4	Not Lead						
INDA 2005-AR1	Lead						
INDS 2006-2B	Not Lead						
INDS 2006-3	Not Lead						
INDS 2007-1	Not Lead						
INDX 2004-AR11	Lead						
INDX 2004-AR6	Lead						
INDX 2005-AR3	Lead						
INDX 2006-AR11	Lead						
INDX 2007-AR17	Lead						
INDYL 2003-L1	Lead						
INDYL 2004-L1	Lead						
INDYL 2005-L1	Lead						
INDYL 2005-L2	Lead						
INDYL 2005-L3	Not Lead						
INDYL 2006-L1	Not Lead						
INDYL 2006-L2	Lead						
INDYL 2006-L3	Not Lead						
INDYL 2006-L4	Not Lead						
INDYL 2007-L1	Not Lead						
IRWHE 2006-3	Lead						
IRWHE 2006-P1	Lead						
LUM 2006-1	Not Lead						
LUM 2006-6	Co-Lead						
LUM 2006-7	Lead						
MHL 2005-4	Not Lead						
MHL 2005-5	Not Lead						
MLCC 2003-A	Not Lead						
MLCC 2003-C	Not Lead						
MSAC 2007-HE6	Co-Lead						
NAA 2007-1	Co-Lead						
NAA 2007-3	Co-Lead						
NCHET 2005-A	Not Lead						
NCHET 2005-B	Not Lead						
NCMT 2004-1	Lead						
NHELI 2007-1	Co-Lead						
OPMAC 2005-2	Lead						
OPMAC 2005-4	Not Lead						
OPMAC 2006-1	Lead						
PCHLT 2004-2	Not Lead						
PCHLT 2005-1	Lead						
PCHLT 2005-2	Lead						
PCHLT 2005-3	Not Lead						
PCHLT 2005-4	Lead						
PFRMS 2006-1	Not Lead						
PGI 2003-1	Lead						

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RALI 2003-QS1	Co-Lead						
RALI 2003-QS10	Co-Lead						
RALI 2003-QS11	Co-Lead						
RALI 2003-QS21	Co-Lead						
RALI 2003-QS22	Co-Lead						
RALI 2003-QS6	Co-Lead						
RALI 2003-QS8	Co-Lead						
RALI 2004-QA1	Lead						
RALI 2004-QA5	Lead						
RALI 2004-QS15	Co-Lead						
RALI 2004-QS6	Co-Lead						
RALI 2004-QS8	Co-Lead						
RALI 2005-QA4	Lead						
RALI 2005-QS10	Co-Lead						
RALI 2005-QS11	Lead						
RALI 2005-QS13	Co-Lead						
RALI 2005-QS5	Lead						
RALI 2005-QS9	Lead						
RALI 2006-QS1	Lead						
RALI 2006-QS10	Lead						
RALI 2006-QS14	Not Lead						
RALI 2007-QS10	Lead						
RAMP 2003-RS10	Not Lead						
RAMP 2003-RS7	Not Lead						
RAMP 2004-RS7	Lead						
RAMP 2005-RS1	Not Lead						
RAMP 2005-RS3	Lead						
RAMP 2005-RS5	Lead						
RAMP 2005-RS8	Not Lead						
RAMP 2005-RS9	Co-Lead						
RAMP 2005-RZ3	Lead						
RAMP 2005-RZ4	Lead						
RAMP 2006-RS4	Not Lead						
RAMP 2006-RZ2	Lead						
RAMP 2006-RZ3	Not Lead						
RASC 2004-KS10	Lead						
RASC 2004-KS2	Co-Lead						
RAST 2003-A1	Co-Lead						
RAST 2003-A10	Lead						
RAST 2003-A11	Lead						
RAST 2003-A15	Lead						
RAST 2003-A2	Co-Lead						
RAST 2003-A3	Lead						
RAST 2003-A4	Co-Lead						
RAST 2003-A7	Not Lead						
RAST 2004-A1	Co-Lead						
RAST 2004-A2	Co-Lead						
RAST 2004-A3	Co-Lead						
RAST 2004-A4	Co-Lead						
RAST 2004-A5	Co-Lead						
RAST 2004-A7	Lead						
RAST 2004-A8	Co-Lead						
RAST 2005-A8CB	Co-Lead						
RAST 2006-A12	Lead						
RAST 2007-A8	Co-Lead						
RESIF 2003-C	Not Lead						
RESIF 2003-D	Not Lead						
RESIF 2004-A	Not Lead						
RESIF 2004-C	Not Lead						
RESIF 2005-A	Not Lead						
RESIX 2005-A	Not Lead						
RFMS2 2005-HI1	Lead						
RFMS2 2005-HI2	Co-Lead						
RFMS2 2005-HI3	Not Lead						
RFMS2 2005-HS2	Co-Lead						
RFMS2 2005-HSA1	Not Lead						
RFMS2 2006-HI1	Lead						
RFMS2 2006-HI3	Lead						
RFMS2 2006-HI4	Lead						
RFMS2 2006-HSA1	Co-Lead						
RFMS2 2007-HI1	Co-Lead						
RFMSI 2003-S16	Co-Lead						
RFMSI 2004-S2	Co-Lead						
RFMSI 2004-S6	Not Lead						

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RFMSI 2004-S8	Co-Lead						
RFMSI 2004-SA1	Lead						
RFMSI 2005-S1	Lead						
RFMSI 2005-S5	Lead						
RFMSI 2005-SA1	Lead						
RFMSI 2006-S5	Not Lead						
RFMSI 2006-S6	Not Lead						
RFMSI 2006-S9	Not Lead						
RFMSI 2007-S2	Co-Lead						
RFMSI 2007-S3	Not Lead						
SBIHE 2005-HE1	Lead						
SBIHE 2006-1A	Lead						
SEMT 2003-1	Not Lead						
SEMT 2003-4	Co-Lead						
SGMS 2005-OPT1	Co-Lead						
SGMS 2006-FRE1	Not Lead						
SGMS 2006-FRE2	Co-Lead						
SHOME 2004-1A	Lead						
SHOME 2005-1A	Not Lead						
SHOME 2005-2A	Lead						
SHOME 2006-1A	Not Lead						
STACS 2007-1	Not Lead						
TMST 2003-2	Lead						
TMST 2003-4	Not Lead						
TMST 2004-2	Not Lead						
TMST 2004-4	Lead						
TMST 2005-2	Not Lead						
TMST 2005-3	Not Lead						
TMST 2006-1	Not Lead						
TMST 2006-2	Not Lead						
TMST 2006-3	Not Lead						
TMST 2006-4	Not Lead						
TMST 2006-6	Not Lead						
TMST 2007-1	Not Lead						
TMST 2007-2	Not Lead						
TMST 2008-1	Not Lead						
WASI 2006-HES1	Not Lead						
WFALT 2003-1	Co-Lead						
WFALT 2007-PA4	Lead						
WFMBS 2003-13	Co-Lead						
WFMBS 2003-5	Co-Lead						
WFMBS 2003-8	Co-Lead						
WFMBS 2004-A	Lead						
WFMBS 2004-B	Lead						
WFMBS 2004-C	Lead						
WFMBS 2004-CC	Lead						
WFMBS 2004-J	Lead						
WFMBS 2004-M	Lead						
WFMBS 2004-R	Lead						
WFMBS 2004-S	Lead						
WFMBS 2004-U	Lead						
WFMBS 2004-Y	Lead						
WFMBS 2005-15	Co-Lead						
WFMBS 2005-18	Co-Lead						
WFMBS 2005-8	Co-Lead						
WFMBS 2005-AR3	Lead						
WFMBS 2005-AR6	Lead						
WFMBS 2005-AR7	Lead						
WFMBS 2005-AR8	Lead						
WFMBS 2006-12	Lead						
WFMBS 2006-19	Lead						
WFMBS 2006-AR4	Lead						
WFMBS 2006-AR6	Lead						
WFMBS 2007-15	Lead						
WFMBS 2007-2	Co-Lead						
WFMBS 2007-6	Lead						
WFMBS 2007-7	Lead						
ZUNI 2006-OA1	Not Lead						
* Should a securitization inadvertently not be listed notwithstanding that JPMorgan, Bear Stearns, or Washington Mutual served as the issuer, sponsor, depositor or underwriter, that securitization will be treated as if it was listed.							

Residential Mortgage-Backed Resecuritizations and Residential Mortgage-Backed Net Interest Margin Securities*					
Bear Stearns		**JPMorgan**		**Washington Mutual**	
AABST 2005-5N		AQNIM 2005-RN4		LBAHC 2004-6	
BALTA 2003-1N		AQNIM 2005-RN7		LBAHC 2005-1	
BALTA 2006-R1		BAYV 2008-AA		LBAHC 2005-2	
BARN 2007-1		BFAT 2007-SR1A		LBAHC 2005-3	
BFC 2004-1		CARRN 2006-NC5		LBAHC 2006-1	
BMATN 2006-1A		CARRN 2007-FRE1		LBAHC 2006-10	
BSARM 2003-2		CARRN 2007-HE1		LBAHC 2006-11	
BSARM 2005-8		JPALT 2008-R1		LBAHC 2006-2	
BSARM 2006-3		JPALT 2008-R2		LBAHC 2006-3	
BSNIM 2003-HE1N		JPALT 2008-R3		LBAHC 2006-4	
BSNIM 2004-FR1N		JPALT 2008-R4		LBAHC 2006-5	
BSNIM 2004-HE10		JPMBS 2003-R1		LBAHC 2006-6	
BSNIM 2004-HE5N		JPMBS 2004-R1		LBAHC 2006-7	
BSNIM 2004-HE6N		JPMBS 2005-R1		LBAHC 2006-8	
BSNIM 2005-AQ1N		JPMBS 2006-R1		LBAHC 2006-9	
BSNIM 2005-AQ2N		JPMMT 2008-R1		WAMU 2004-RS1	
BSNIM 2005-EC1		JPMMT 2008-R2		WAMU 2004-RS2	
BSNIM 2005-FR1		JPMMT 2008-R3		WMHEN 2007-WM1	
BSNIM 2005-HE10		JPMMT 2008-R4		WMHEN 2007-WM2	
BSNIM 2005-HE11		JPMMT 2008-R5		WMHEN 2007-WM3A	
BSNIM 2005-HE12		JPNIM 2005-FRE1		WMHEN 2007-WM3B	
BSNIM 2005-HE1N		JPNIM 2006-ACN1		WMHEN 2007-WM4	
BSNIM 2005-HE2N		JPNIM 2006-ARN1		WMNIM 2006-HE1	
BSNIM 2005-HE3N		JPNIM 2006-CHN2		WMNIM 2006-HE2	
BSNIM 2005-HE4N		JPNIM 2006-FRE1		WMNIM 2006-HE3	
BSNIM 2005-HE5N		JPNIM 2006-FRE2		WMNIM 2006-HE4	
BSNIM 2005-HE6N		JPNIM 2006-HEN1		WMNIM 2006-HE5	
BSNIM 2005-HE7N		JPNIM 2006-KSN1		WMNIM 2007-HE1	
BSNIM 2005-HE8N		JPNIM 2006-NCN1			
BSNIM 2005-HE9N		JPNIM 2006-OON1			
BSNIM 2005-TC1		JPNIM 2006-WMC1			
BSNIM 2005-TC2		JPNIM 2007-CHN3			
BSNIM 2006-EC1		JPNIM 2007-CHN4			
BSNIM 2006-EC2		JPNIM 2007-HEN1			
BSNIM 2006-HE1		PPSIN 2005-WCH1			
BSNIM 2006-HE2		WASI 2007-HE1			
BSNIM 2006-PC1N		WASI 2007-HE2A			
BSSP 2003-1					
BSSP 2004-10					
BSSP 2004-12N					
BSSP 2004-14N					
BSSP 2004-15					
BSSP 2004-1N					
BSSP 2004-2					
BSSP 2004-4					
BSSP 2004-5					
BSSP 2004-6					
BSSP 2004-9N					
BSSP 2004-K10A					
BSSP 2004-QA1N					
BSSP 2005-10					
BSSP 2005-11					

BSSP 2005-12N					
BSSP 2005-13N					
BSSP 2005-14					
BSSP 2005-15					
BSSP 2005-17N					
BSSP 2005-18N					
BSSP 2005-19N					
BSSP 2005-20N					
BSSP 2005-21N					
BSSP 2005-22					
BSSP 2005-23					
BSSP 2005-24					
BSSP 2005-25					
BSSP 2005-26					
BSSP 2005-27					
BSSP 2005-29N					
BSSP 2005-31N					
BSSP 2005-32N					
BSSP 2005-33					
BSSP 2005-4					
BSSP 2005-7N					
BSSP 2005-8N					
BSSP 2005-9N					
BSSP 2006-10					
BSSP 2006-11					
BSSP 2006-12					
BSSP 2006-141					
BSSP 2006-15					
BSSP 2006-16					
BSSP 2006-17					
BSSP 2006-18N					
BSSP 2006-19N					
BSSP 2006-1N					
BSSP 2006-2					
BSSP 2006-20N					
BSSP 2006-21N					
BSSP 2006-22N					
BSSP 2006-23N					
BSSP 2006-24					
BSSP 2006-3					
BSSP 2006-4N					
BSSP 2006-5N					
BSSP 2006-6					
BSSP 2006-7					
BSSP 2006-8N					
BSSP 2006-9					
BSSP 2007-N1					
BSSP 2007-N2					
BSSP 2007-N3					
BSSP 2007-N4					
BSSP 2007-N5					
BSSP 2007-N6					
BSSP 2007-N7					
BSSP 2007-N8					
BSSP 2007-R1					
BSSP 2007-R10					
BSSP 2007-R11					
BSSP 2007-R2					

BSSP 2007-R3					
BSSP 2007-R4					
BSSP 2007-R5					
BSSP 2007-R6					
BSSP 2007-R7					
BSSP 2007-R8					
BSSP 2008-R1					
BSSP 2008-R2					
BSSP 2008-R3					
CARR 2005-NC1					
CARRN 2005-FRE1					
CARRN 2005-NC1					
CARRN 2005-NC2					
CARRN 2005-NC3					
CARRN 2005-NC4					
CARRN 2005-NC5					
CARRN 2006-NC1					
CARRN 2006-NC3					
CARRN 2006-NC5					
CARRN 2006-RF1					
CARRN 2007-FRE1					
CARRN 2007-HE1					
CMOH 2004-1					
CWALT 2003-23T2					
CWALT 2005-12R					
CWHL 2004-28R					
FHR 3347					
HSNIM 2004-3					
HSNIM 2004-4					
HSNIM 2004-6					
IMSAN 2004-1A					
IMSAN 2006-1					
IMSAN 2006-2					
IMSAN 2006-4					
IMSAN 2006-5					
IMSAN 2007-2					
IMSAN 2007-3					
INDYN 2006-LL					
OPNIM 2005-2					
OPNIM 2006-1					
PRIME 2004-CL1A					
PRIME 2004-R1					
PRIME 2005-1R					
RAMPN 2005-NM4					
RAMPN 2005-NS1					
RESIX 2003-C					
RESIX 2003-D					
RESIX 2004-A					
RESIX 2004-B					
RESIX 2004-C					
SGMSN 2005-OPT1					
SGMSN 2006-FRE2					
SORIN 2007-6A					
* Should a securitization inadvertently not be listed notwithstanding that JPMorgan, Bear Stearns, or Washington Mutual served as the issuer, sponsor, depositor or underwriter, that securitization will be treated as if it was listed.					

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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PEOPLE OF THE STATE OF NEW YORK,
by ERIC T. SCHNEIDERMAN, Attorney General of the State of New York,

Plaintiff,

Index No. 451556/2012

Hon. Marcy S. Friedman

- against -

J.P. MORGAN SECURITIES LLC, (f/k/a "Bear, Stearns & Co. Inc."), JPMORGAN CHASE BANK, N.A., EMC MORTGAGE LLC (f/k/a "EMC Mortgage Corporation"),

Defendants.

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SETTLEMENT AGREEMENT

Pursuant to the provisions of Article 23-A of the General Business Law and § 63(12) of the Executive Law, the State of New York, by Eric T. Schneiderman, Attorney General of the State of New York ("Plaintiff"), asserted claims against J.P. Morgan Securities LLC (f/k/a "Bear, Stearns & Co. Inc."), JPMorgan Chase Bank, N.A., and EMC Mortgage LLC (f/k/a "EMC Mortgage Corporation") (collectively, "Defendants") in a complaint filed in the Supreme Court of the State of New York, New York County, Index No. 451556/2012 (the "Complaint").

WHEREAS, Plaintiff and Defendants (collectively, the "Settling Parties") have agreed to enter into a settlement of the above-captioned action (the "Action"); and

WHEREAS, this Settlement Agreement is being entered into in conjunction with and is incorporated by reference into the agreement (the "Global Agreement") entered into among JPMorgan Chase & Co. ("JPMorgan"), the United States, and certain other states that

have not brought separate civil claims, which also incorporates by reference separate settlement agreements with certain other government entities; and

WHEREAS pursuant to the Global Agreement, JPMorgan shall pay a total amount of $9,000,000,000 ("Total Settlement Amount") and also provide $4,000,000,000 worth of consumer relief under the terms set forth in that Global Agreement (the "Consumer Relief"); and;

WHEREAS, a significant number of JPMorgan mortgage customers reside in the State of New York, and the Settling Parties project that the value of the Consumer Relief for the State of New York and its residents will reach or exceed three hundred eighty-seven million dollars ($387,000,000.00); and

WHEREAS, the Settling Parties stipulate and agree as follows:

IT IS AGREED that JPMorgan shall pay six hundred thirteen million, two hundred thirty-four dollars and forty-eight cents ($613,000,234.48) of the Total Settlement Amount, in consideration for the settlement and discontinuance of the Action pursuant to the terms of this settlement agreement ("Settlement Agreement") and the terms, conditions and releases set forth in the Global Agreement as compensation to the State of New York and its communities for harms purportedly caused by the allegedly unlawful conduct of Defendants. No portion of the funds in this paragraph will be designated or otherwise classified by the State of New York as a civil penalty, fine, or similar payment. Payment shall be made by electronic funds transfer within fifteen business days of receiving written payment processing instructions and all documents reasonably required by JPMorgan to process payment from the State of New York, Office of the Attorney General; and

IT IS FURTHER AGREED that Plaintiff shall benefit from Consumer Relief, as provided for under the terms of the Global Agreement, as agreed to by the Settling Parties; and

IT IS FURTHER AGREED that the New York Attorney General, in his sole discretion and in a manner consistent with the terms of this Settlement Agreement, shall direct the use of the $613,000,234.48 sum described above. The New York Attorney General shall use at least 85% of such funds for purposes intended to avoid preventable foreclosures, to ameliorate the effects of the foreclosure crisis, to enhance law enforcement efforts to prevent and prosecute financial fraud or unfair or deceptive acts or practices, and to otherwise promote the interests of the investing public. Such permissible purposes for allocation of the funds include, but are not limited to, providing funding for housing counselors, state and local foreclosure assistance hotlines, state and local foreclosure mediation programs, legal assistance, housing remediation and anti-blight projects, and for the training and staffing of, and capital expenditures required by, financial fraud and consumer protection efforts. The remaining funds described in this paragraph may be paid by the New York Attorney General to the state treasury as compensation to the State of New York for harms to the State of New York, and its agencies and political subdivisions, purportedly caused by the allegedly unlawful conduct of Defendants. No portion of the funds paid hereunder will be designated as a civil penalty, fine or similar payment; and

IT IS FURTHER AGREED that the $613,000,234.48 shall be deposited into an escrow account to be identified by the New York Attorney General. The New York Attorney General will have sole discretion to draw up to one hundred sixty-three million dollars ($163,000,000.00) after November 1, 2013, and up to one hundred fifty million dollars ($150,000,000.00) after November 1st of each year thereafter; and

IT IS FURTHER AGREED that Plaintiff releases and discharges Defendants from any and all actions, claims, suits, prosecutions, damages, and demands relating to or concerning the Covered Conduct, as that term is defined in the Global Agreement. Notwithstanding this release, any claims related to compliance with the National Mortgage Settlement ("NMS"), or to compliance with the related agreements, are specifically reserved and not released by this Agreement. Further, nothing contained herein shall be construed so as to create any third party rights or private rights of action nor deprive any third party individual or entity of any private right under law; and

IT IS FURTHER AGREED that Defendants fully and finally release Plaintiff from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against Plaintiff related to the Covered Conduct and the investigation and civil prosecution to date thereof; and

IT IS FURTHER AGREED that the NYAG Settlement Amount and the other terms of this Settlement Agreement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after full investigation, consultation with experienced legal counsel and arms'-length negotiation; and

IT IS FURTHER AGREED that this Agreement is made without any trial or adjudication or court finding on any issue of fact or law, and is not a final order of any court or governmental authority. Defendants acknowledge the facts set out in the Statement of Facts attached as Annex 1 to the Global Agreement; and

IT IS FURTHER AGREED that this Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New York; and

IT IS FURTHER AGREED that, concurrent with delivery by counsel for Plaintiff to counsel for Defendants of an executed copy of this Settlement Agreement, counsel for Plaintiff shall deliver to counsel for Defendants an executed Stipulation of Discontinuance with Prejudice in the form attached hereto as Exhibit A and that Defendants shall file said Stipulation of Discontinuance with Prejudice with the Clerk of the Court and need not give any further notice thereof to the Plaintiff; and

IT IS FURTHER AGREED that this Settlement Agreement, including the Exhibit hereto, and the Global Agreement, including all attachments thereto, constitute the entire agreement between the Settling Parties concerning the Action and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning said subject matter; and

IT IS FURTHER AGREED that this Settlement Agreement shall not be amended, changed, or modified except by a writing signed by the Settling Parties; and

IT IS FURTHER AGREED that this Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed to constitute one instrument.

Dated: November 19, 2013
New York, New York

J.P. MORGAN SECURITIES LLC, (f/k/a "Bear, Stearns & Co. Inc."), JPMORGAN CHASE BANK, N.A., EMC MORTGAGE LLC (f/k/a "EMC Mortgage Corporation")

By: _____
Stephen M. Cutler
General Counsel

By: _____
Sharon L. Nelles
Sullivan & Cromwell, LLP

By: _____
Jonathan R. Tuttle
Debevoise & Plimpton, LLP

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

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SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is entered into as of October 25, 2013 by and between (i) the Federal Housing Finance Agency ("FHFA" or "Plaintiff"), as Conservator of the Federal Home Loan Mortgage Corporation ("Freddie Mac") and the Federal National Mortgage Association ("Fannie Mae," and, together with Freddie Mac, "the GSEs"), Freddie Mac, and Fannie Mae, on the one hand, and (ii) JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., J.P. Morgan Acceptance Corporation I, J.P. Morgan Mortgage Acquisition Corporation, J.P. Morgan Securities LLC (f/k/a J.P. Morgan Securities Inc.) (collectively, the "JPMorgan Legacy Entity Defendants"), Bear Stearns & Co., Inc., Bear Stearns Asset Backed Securities I LLC, EMC Mortgage LLC (f/k/a EMC Mortgage Corporation), Structured Asset Mortgage Investments II Inc. (collectively, the "Bear Stearns Legacy Entity Defendants"), WaMu Asset Acceptance Corporation, WaMu Capital Corporation, Washington Mutual Mortgage Securities Corporation, Long Beach Securities Corporation (collectively, the "WaMu/Long Beach Legacy Defendants," and together with the JPMorgan Legacy Entity Defendants and the Bear Stearns Legacy Entity Defendants, "JPMorgan"), David Beck, Brian Bernard, Larry Breitbarth, Richard Careaga, Thomas W. Casey, Christine E. Cole, Art Den Heyer, David M. Duzyk, Stephen Fortunato, Katherine Garniewski, Keith Johnson, Rolland Jurgens, Joseph T. Jurkowski, Jr, William A. King, Suzanne Krahling, Thomas G. Lehmann, Kim Lutthans, Marc K. Malone, Thomas F. Marano, Jeffrey Mayer, Edwin F. McMichael, Samuel L. Molinaro, Jr, Michael B. Nierenberg, Diane Novak, Michael L. Parker, Matthew E. Perkins, John F. Robinson, Louis Schioppo, Jr, Jeffrey L. Verschleiser, Donald Wilhelm and David H. Zielke (collectively, the "JPMorgan Individual Defendants," and, together with JPMorgan, the "JPMorgan Defendants"). The JPMorgan Defendants, together with FHFA and the GSEs, are referred to herein as the "Settling Parties," with each a "Settling Party."[1]

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

WHEREAS, on or about September 2, 2011, FHFA, in its capacity as Conservator for Fannie Mae and Freddie Mac, commenced an action against the JPMorgan Defendants in the United States District Court for the Southern District of New York, captioned *Federal Housing Finance Agency v. JPMorgan Chase & Co., et al.*, No. 11 CIV. 6188 (the "*JPMorgan* Action");

WHEREAS, on or about September 2, 2011, FHFA, in its capacity as Conservator for Fannie Mae and Freddie Mac, commenced an action against JPMorgan Securities LLC ("JPMS") and other defendants in the United States District Court for the Southern District of New York,

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

captioned *Federal Housing Finance Agency v. First Horizon Nat'l Corp., et al*., No. 11 CIV. 6193 (the "*First Horizon* Action"); commenced an action against JPMS and other defendants in the United States District Court for the Southern District of New York, captioned *Federal Housing Finance Agency* v. *SG Americas, Inc., et al*., No. 11 CIV. 6203 (the "*SocGen* Action"); and commenced an action against JPMS and other defendants in the Supreme Court of the State of New York, New York County, captioned *Federal Housing Finance Agency v. Ally Financial Inc., et al.*, No. 652441/2011, which was removed to the United States District Court for the Southern District of New York on or about October 6, 2011, captioned *Federal Housing Finance Agency v. Ally Financial Inc., et al*., No. 11 CIV. 7010 (the "*Ally* Action") (the *JPMorgan*, *Ally*, *First Horizon*, and *SocGen* Actions being referred to collectively as the "Actions");

WHEREAS, on or about June 13, 2012, FHFA served an Amended Complaint in the *JPMorgan* Action (the "*JPMorgan* Complaint"); on or about June 12, 2012, FHFA served an Amended Complaint in the *Ally* Action (the "*Ally* Complaint"); on or about June 28, 2012, FHFA served an Amended Complaint in the *First Horizon* Action (the "*First Horizon Co*mplaint"), and on or about June 28, 2012, FHFA served an Amended Complaint in the *SocGen* Action (the "*SocGen* Complaint");

WHEREAS, JPMorgan has determined that it is prepared to pay $1,026,806,628 in settlement of the claims asserted against the JPMorgan Legacy Defendants, $1,820,137,312 in settlement of the claims asserted against the Bear Stearns Legacy Defendants, and $1,153,056,060 in settlement of the claims asserted against the WaMu/Long Beach Legacy Defendants (for a total of four billion dollars ($4,000,000,000)) in settlement of the claims asserted against those entities in the Actions, relating to the Covered Securities, and FHFA has determined it is prepared to accept such amounts in exchange for such settlement and the releases and limitations set forth in this Agreement;

WHEREAS, the Settling Parties have now reached an agreement to fully and finally compromise, resolve, dismiss, discharge, and settle each and every one of the Released Claims against each and every one of the Released Persons, to dismiss the *JPMorgan* Action with prejudice and on the merits, and to dismiss with prejudice the claims against JPMS in the *Ally*, *First Horizon*, and *SocGen* Actions;

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

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

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

(b) "Contract Claim" means any claim under a contract (including, without limitation, any claim under any Pooling and Servicing Agreement, Assignment and Recognition Agreement, or Mortgage Loan Purchase Agreement) alleging any breach or violation of any representation or warranty as to loans originated, purchased, acquired, transferred, or securitized regarding, or collateralizing, the Covered Securities, and which could result in an economic benefit to any Releasing Plaintiff Person by virtue of such person's ownership of Covered Securities.

(c) "Covered Securities" means all securities for which FHFA has brought claims against the JPMorgan Defendants in the Actions, which includes the securities that are listed in Exhibit A and all other securities, if any, that are the subject of claims against the JPMorgan Defendants in the Actions.

(d) "Effective Date" means the date by which all Settling Parties have signed this Agreement.

(e) "Future JPMorgan Party" means any Person that is not an Affiliate of any JPMorgan Legacy Entity Defendant as of the Effective Date, who, after the Effective Date, becomes an Affiliate of a JPMorgan Legacy Entity Defendant or merges with or into an Affiliate of a JPMorgan Morgan Legacy Entity Defendant.

(f) "LIBOR Claims" means any claims relating to the London Interbank Offered Rate ("LIBOR") that are associated with the Covered Securities or any other securities.

(g) "Non-Settling Defendants" means, collectively, (i) all defendants in the *Ally*, *First Horizon*, *SocGen*, and Related Actions that are not Released Defendant Persons, (ii) any other person or entity later named as a defendant in the *Ally*, *First Horizon*, or *SocGen* Actions, other than the Released Defendant Persons, and (iii) any other person or entity that becomes liable (A) to Plaintiff, (B) to any defendants in the *Ally*, *First Horizon*, or *SocGen* Actions that is not JPMS, or (C) to any other alleged tortfeasor, by reason of judgment or settlement, or for any claims that arise out of, the *Ally*, *First Horizon*, or *SocGen* Actions, other than the Released Defendant Persons.

(h) "Payment Date" means the date upon which both GSEs have received the Settlement Payment as set forth in Paragraph 2 of this Agreement.

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

(j) "Protective Order" means the First Amended Protective Order filed on January 11, 2013 in the Actions.

(k) "Related Actions" means those actions listed in Exhibit B.

(l) "Released Claims" means, collectively, the Released Plaintiff Claims and the Released Defendant Claims.

(m) "Released Defendant Claims" means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature and description whatsoever that relate to the Covered Securities, (i) whether disclosed or undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or unripened; (ii) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common, or other law or rule and upon any legal theory (including, but not limited to, claims arising under the federal securities laws), no matter how asserted; (iii) that previously existed, currently exist, or exist as of the Effective Date; (iv) that were, could have been, or may be asserted by any or all of the Releasing Defendant Persons against any or all of the Released Plaintiff Persons in the Actions, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency, or other forum in the United States or elsewhere; provided, however, that the Released Defendant Claims shall not include (i) any Contract Claims; (ii) any LIBOR Claims; or (iii) any claims to enforce this Agreement.

(n) "Released Defendant Persons" means (i) each of the JPMorgan Defendants, along with each of the JPMorgan Defendants' respective past and/or present Affiliates, subsidiaries, parents, general partners, limited partners, and any Person in which any JPMorgan Defendant has a controlling interest, and each such Person's past and/or present principals, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, investment bankers, representatives, estates, divisions, financial advisors, estate managers, assigns, insurers and reinsurers, and (ii) Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., and RBS Securities Inc. (f/k/a Greenwich Capital Markets Inc.), solely in their capacities as underwriters for the Covered Securities at issue in the *JPMorgan* Action; provided, however, that the Releasing Plaintiff Persons are not releasing any claims against any Non-Settling Defendants, or any of their respective past and/or present Affiliates, subsidiaries, or parents. For the avoidance of doubt, "Released Defendant Persons" does not include any Future JPMorgan Parties.

(o) "Released Persons" means, collectively, the Released Plaintiff Persons and the Released Defendant Persons.

(p) "Released Plaintiff Claims" means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, and controversies of any kind, nature, and description whatsoever that relate to the Covered Securities, (i) whether disclosed or undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or unripened; (ii) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common, or other law or rule and upon any legal theory (including, but not limited to, claims arising under the federal securities laws), no matter how asserted; (iii) that

previously existed, currently exist, or exist as of the Effective Date; (iv) that were, could have been, or may be asserted by any or all of the Releasing Plaintiff Persons against any or all of the Released Defendant Persons in the Actions, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency, or other forum in the United States or elsewhere; provided, however, that the Released Plaintiff Claims shall not include (i) any claims against any Person other than the Released Defendant Persons, including the Non-Settling Defendants; (ii) any Contract Claims; (iii) any LIBOR Claims, or (iv) any claims to enforce this Agreement.

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

(r) "Releasing Defendant Persons" means each of the JPMorgan Defendants and each and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, and any other Person who has the right, ability, standing, or capacity to assert, prosecute, or maintain on their behalf any of the Released Defendant Claims, whether in whole or in part; provided, however, that "Releasing Defendant Persons" shall not include any of the JPMorgan Defendants' outside counsel.

(s) "Releasing Plaintiff Persons" means (i) FHFA, solely in its capacity as Conservator of the GSEs; (ii) the GSEs; and (iii) each and all of FHFA and the GSEs' respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, and any other Person who has the right, ability, standing, or capacity to assert, prosecute, or maintain on their behalf any of the Released Plaintiff Claims, whether in whole or in part; provided, however, that nothing in this definition or its use in this Agreement shall be construed to bind or constitute a release by any governmental agency/entity other than FHFA solely in its capacity as Conservator of Fannie Mae and Freddie Mac. "Releasing Plaintiff Persons" shall not include any of FHFA's or the GSEs' outside counsel.

(t) "Releasing Persons" means, collectively, the Releasing Plaintiff Persons and the Releasing Defendant Persons.

2. Settlement Payment.

(a) In consideration for the Plaintiff's execution of this Agreement and the release of claims as set forth below, JPMorgan shall make or cause to be made, for the benefit of FHFA and the GSEs, a one-time, lump sum payment of four billion dollars ($4,000,000,000) (the "Settlement Payment"), payable to Freddie Mac and Fannie Mae, divided between them in accordance with FHFA's written instructions. JPMorgan shall make the Settlement Payment, or cause it to be made, within fifteen (15) business days of the Effective Date.

(b) In the event that (i) any of the Bar Orders is not entered or deemed effective materially in the form hereto and (ii) JPMS is found liable as proven at trial for (A) any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity, or otherwise) from any Non-Settling Defendant that seeks to recover any part of any judgment entered against the Non-Settling Defendants in the Action in which the respective Bar Order is not entered or deemed effective materially in the form hereto and/or (B) any settlement reached by FHFA with any of the Non-Settling Defendants in the Action in which the respective Bar Order is not entered or deemed effective materially in the form hereto, the GSEs shall repay that portion of the Settlement Payment in such Action equal to any such judgment against JPMS.

(c) Payment of the Settlement Payment shall constitute a full and valid discharge of the JPMorgan Defendants' payment obligation pursuant to this Agreement and in connection with the settlement of the Actions.

3. Full Consideration. The Settling Parties agree that, apart from the Settlement Payment and the releases provided in Paragraphs 6 and 8 below, Plaintiff and the Releasing Plaintiff Persons are not entitled to any other payments or consideration from any of the Released Defendant Persons in respect of the Released Claims.

4. No Admission

(a) This Agreement does not constitute an admission by any of the JPMorgan Defendants of any liability or wrongdoing whatsoever, including, but not limited to, any liability or wrongdoing with respect to any of the allegations that were or could have been raised in the Actions. The Parties agree that this Agreement is the result of a compromise within the provisions of the Federal Rules of Evidence, and any similar statutes or rules, and shall not be used or admitted in any proceeding for any purpose including, but not limited to, as evidence of liability or wrongdoing by any JPMorgan Defendant, nor shall it be used for impeachment purposes, to refresh recollection, or any other evidentiary purpose, nor shall it be construed as, or deemed to be evidence of, an admission or concession that Plaintiff, the GSEs, or any other person or entity, has or has not suffered any damage, or that the JPMorgan Defendants bear any responsibility for any alleged damages; provided, however, that this paragraph shall not apply to any claims to enforce this Agreement.

(b) Nothing in this Agreement shall be used as an admission or concession that JPMorgan Chase Bank, N.A., or any other JPMorgan Defendant, contractually assumed or is otherwise liable for any alleged liabilities or wrongdoing of Washington Mutual Bank ("WMB"), or otherwise waived any alleged contractual right unless expressly released herein or expressly released in any related agreement.

5. Additional Conditions:

(a) No later than one (1) business day from the Effective Date, the Settling Parties shall jointly file a motion to stay all proceedings in the *JPMorgan* Action.

(b) No later than one (1) business day from the Payment Date, the Settling Parties shall jointly file a stipulation of voluntary dismissal with prejudice of the *JPMorgan* Action pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), in the form attached hereto as Exhibit C1.

(c) No later than five (5) business days from the Payment Date, FHFA and JPMS shall jointly file a motion for voluntary dismissal with prejudice and entry of a bar order as to JPMS in the *Ally*, *First Horizon*, and *SocGen* Actions pursuant to Fed. R. Civ. P. 21 and/or 41(a)(2) in the forms attached hereto as Exhibits C2, C3, and C4, respectively (together with the stipulation of voluntary dismissal in the *JPMorgan* Action, the "Orders of Voluntary Dismissal and Bar Orders"). Confidential Exhibits D1, D2, and D3 serve as the Confidential Schedules associated with the *Ally*, *First Horizon*, and *SocGen* Actions, respectively, as referenced in Exhibits C2, C3, and C4. For the avoidance of doubt, the motions for entry of the Orders of Voluntary Dismissal and Bar Orders are not intended to dismiss any claims by Plaintiff against any Non-Settling Defendants, and, more specifically, are not intended to dismiss any claims by Plaintiff in the Related Actions, including with respect to any of the Covered Securities.

(d) No later than one (1) business day from the Effective Date, the JPMorgan Defendants will withdraw from any joint defense agreement applicable to any of the Actions or Related Actions and cease all efforts to assist Non-Settling Defendants or any third party with regard to any of the Actions or Related Actions, except as required by law or under order of a court of competent jurisdiction; provided, however, that nothing herein shall prevent any JPMorgan Individual Defendant who was subsequently employed by any Non-Settling Defendant from assisting that Non-Settling Defendant or otherwise carrying out the employee's duties toward that Non-Settling Defendant.

(e) The JPMorgan Defendants (i) agree not to file, join, or provide any material assistance or support to any Non-Settling Defendant in the *Ally*, *First Horizon*, *SocGen* or Related Actions, including, without limitation, any petition for certiorari, merits brief, amicus brief, or otherwise in support of any proceedings before the United States Supreme Court or the United States Court of Appeals for the Second Circuit, regarding the decision in *Federal Housing Finance Agency* v. *UBS Americas, Inc*., 712 F.3d 136 (2d Cir. 2013) (the "*UBS* Decision"); (ii) agree to withdraw from all proceedings regarding the *UBS* Decision within five (5) calendar days of the Effective Date; (iii) agree not to share any work product related to the Actions or the Related Actions with any Non-Settling Defendant or with any defendant in the Related Actions; and (iv) agree to not file or join in any further legal, administrative, regulatory, or other governmental proceedings regarding the Released Claims; provided, however, that nothing herein shall prevent the JPMorgan Defendants from complying with requests from Non-Settling Defendants pursuant to Rule 45 of the Federal Rules of Civil Procedure or responding to requests by the Non-Settling Defendants that are administrative or ministerial in nature for information. Nothing in this paragraph will be construed to prevent any trade association of which any JPMorgan Defendant is a member from taking any position with respect to the *UBS* Decision or other matters referenced herein; except that no JPMorgan Defendant shall directly or indirectly advocate for or participate in the taking of a position on any such matter by any such trade association.

6. Release by the Releasing Plaintiff Persons. In exchange for the Settlement Payment and the release provided by the Releasing Defendant Persons, each and every one of the Releasing Plaintiff Persons shall upon the Effective Date (a) have and be deemed by operation of law to have completely, fully, finally, and forever dismissed, released, relinquished and discharged with prejudice each and every one of the Released Defendant Persons from any and all of the Released Plaintiff Claims; (b) forever be barred and enjoined from filing, commencing,

intervening in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited to, filing an application or motion for preliminary or permanent injunctive relief) in any other lawsuit, arbitration, or other proceeding in any jurisdiction that asserts any of the Released Plaintiff Claims against any or all of the Released Defendant Persons except as provided in Paragraph 7 herein; and (c) have and be deemed to have covenanted not to sue any of the Released Defendant Persons with respect to any of the Released Plaintiff Claims except as provided in Paragraph 7 herein.

7. Covenants by the Plaintiff. Effective upon execution of this Agreement, FHFA, subject explicitly to its statutory obligations, and the GSEs, on behalf of themselves and all of the Releasing Plaintiff Persons, hereby covenant and agree that:

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

(b) No Releasing Plaintiff Person shall participate in bringing or pursuing any Released Plaintiff Claim against any Released Defendant Person; provided, however, that a Releasing Plaintiff Person shall not be precluded from assisting any government agency in investigating or pursuing any claims against any Released Defendant Person.

(c) Nothing in this Agreement shall prevent FHFA from seeking third-party discovery, subject to Paragraph 14, from any Released Defendant Person in any action or proceeding, except that FHFA shall not seek third-party discovery from the JPMorgan Individual Defendants or any current or former employee of the JPMorgan Legacy Entity Defendants in the Actions or Related Actions, unless such discovery relates to such individual's employment by or work for an entity other than one of the JPMorgan Legacy Entity Defendants. For the avoidance of doubt, nothing in this Agreement shall relieve any Released Defendant Person from any obligation or requirement under Rule 45 of the Federal Rules of Civil Procedure. Released Defendant Persons reserve the right to seek costs from FHFA for any such third-party discovery.

8. Release by the Releasing Defendant Persons. In exchange for the release provided by the Releasing Plaintiff Persons and the dismissal with prejudice of the JPMorgan Action and the claims against JPMS in the *Ally*, *First Horizon*, and *SocGen* Actions, each and every one of the Releasing Defendant Persons shall upon the Effective Date (a) have and be deemed by operation of law completely, fully, finally, and forever to have dismissed, relinquished, released, and discharged with prejudice each and every one of the Released Plaintiff Persons from any and all of the Released Defendant Claims; (b) forever be barred and enjoined from filing, commencing, intervening in, participating in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited to, filing an application or motion for preliminary or permanent injunctive relief) in any other lawsuit, arbitration, or other proceeding in any jurisdiction that asserts any of the Released Defendant Claims against any or all of the Released Plaintiff Persons; and (c) have and be deemed to have covenanted not to sue any of the Released Plaintiff Persons with respect to any of the Released Defendant Claims.

9. Judgment Reduction and Release of Claims.

(a) In the event Plaintiff obtains a judgment against any of the Non-Settling Defendants in the *Ally*, *First Horizon*, or *SocGen* Actions, Plaintiff agrees to reduce any such judgment or judgments, and to provide the Non-Settling Defendant against which such judgment(s) has been obtained a judgment credit, in an amount that is the greater of the amount of the Settlement Payment allocated by Plaintiff to the security at issue, as set forth on the confidential schedule attached as Confidential Exhibits D1, D2, or D3, or the proportionate share of JPMS' fault in such action, as proven at trial, whichever is larger.

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

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

The Parties acknowledge that inclusion of the provisions of this Section to this Agreement was a material and separately bargained for element of this Agreement.

10. Covenants by the JPMorgan Defendants. Effective upon execution of this Agreement, the JPMorgan Defendants, on behalf of themselves and all of the Releasing Defendant Persons, hereby covenant and agree that:

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

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

(c) No Releasing Defendant Person shall interfere with FHFA's prosecution of any claims FHFA has asserted or may assert in the *Ally*, *First Horizon*, *SocGen*, or Related Actions.

(d) In the *Ally*, *First Horizon*, *SocGen*, and Related Actions, the Releasing Defendant Persons shall, subject to all assertions of privilege, work product, and relevance, and conditioned upon compliance with reasonable confidentiality provisions, use all reasonable efforts to comply with any subpoenas pursuant to Rule 45 of the Federal Rules of Civil Procedure served upon them by any of the Released Plaintiff Persons relating to claims as to the Non-Settling Defendants.

(e) Neither JPMorgan Chase Bank, N.A. nor any other JPMorgan Defendant or Future JPMorgan Party shall seek indemnification, contribution, or recovery of any of the amounts paid pursuant to this Agreement from the FDIC in its corporate capacity, whether under the September 25, 2008 Purchase and Assumption Agreement or otherwise, including through claims that increase the financial obligations of the FDIC in its corporate capacity.

11. Protective Order. The obligations and benefits conferred in the Protective Order, governing confidentiality of information and documents entered in the Actions, shall remain in effect after the Effective Date, subject to the provisions of this Agreement.

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

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

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

(c) notwithstanding anything else in this Agreement, and consistent with the definition of Releasing Persons, no Released Claim is hereby released against any Released Person (to the extent such Released Person otherwise has a Released Claim) where such Released Person does not itself release Released Claims as provided in Paragraphs 6 and 8 above;

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

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

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

14. Conservator Subpoenas. FHFA will not seek to enforce any existing subpoenas issued based on its status as Conservator ("Conservator Subpoenas") to the extent those subpoenas seek documents relating to the Released Plaintiff Claims. However, to the extent that the Conservator Subpoenas are necessary to pursue Contract Claims or claims against parties other than the JPMorgan Defendants, FHFA may continue to enforce such subpoenas, specifically FRE-009, FRE-016, FRE-029, FRE-037, FRE-038, FNM-011, FNM-016, FNM-017, FNM-018, FNM-029, and FNM-031. To the extent that any Contract Claim is settled on or following the Effective Date, FHFA will not seek to enforce any existing Conservator Subpoenas as they relate to that Contract Claim, except as necessary to pursue claims against parties other than the JPMorgan Defendants.

15. Claims Not Released; Covenants Not To Apply. Nothing in this Agreement shall be construed to release any claims of or against any Future JPMorgan Party; provided, however, that the covenants and conditions in Paragraphs 5(d), 5(e), 10(c), 10(d), and 10(e) shall apply to any Future JPMorgan Party or to JPMorgan with respect to conduct relating to such Future JPMorgan Party.

16. Entire Agreement. This Agreement constitutes the entire agreement among the Settling Parties and overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter hereof. No modification of this Agreement shall be valid unless it is in writing, identified as an amendment to the Agreement, and signed by all Settling Parties hereto. No party to this Agreement may seek to revoke the Agreement, or otherwise avoid its obligations hereunder, based upon any decisions or orders by any court of competent jurisdiction in the Actions or in the Related Actions issued after the Effective Date.

17. Jurisdiction. All parties hereto submit to the personal jurisdiction of the United States District Court for the Southern District of New York, or to the Supreme Court of New York for New York County in the event that federal jurisdiction is lacking, for purposes of implementing and enforcing the settlement embodied in this Agreement. The Settling Parties otherwise expressly reserve their jurisdictional rights to any action, suit, or proceeding commenced outside the terms of this Agreement.

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

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

20. Costs and Expenses. Each Settling Party shall bear its own costs and expenses, including any and all legal and expert fees, incurred in connection with this Agreement and the Actions, except to the extent agreed among the Settling Parties prior to the Effective Date.

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

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

Marc E. Kasowitz (mkasowitz@kasowitz.com)
Hector Torres (htorres@kasowitz.com)
Christopher P. Johnson (cjohnson@kasowitz.com)
Michael Hanin (mhanin@kasowitz.com)
Kanchana Wangkeo Leung (kleung@kasowitz.com)
Kasowitz, Benson, Torres & Friedman LLP
1633 Broadway
New York, New York 10019

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

Sharon L. Nelles (nelless@sullcrom.com)
Penny Shane (shanep@sullcrom.com)
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004

Attorneys for the JPMorgan Defendants

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

23. Binding on Successors. Upon execution by the Settling Parties, this Agreement is binding upon, and shall inure to the benefit of, the Settling Parties, their successors, assigns, heirs, executors, legal representatives and administrators.

24. Non-Waiver.

(a) Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Agreement shall not be deemed a waiver

of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by such other Settling Party.

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

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

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

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

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

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

By: _____
Alfred M. Pollard
General Counsel

Dated: October 25, 2013

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: _____
William H. McDavid
Executive Vice President and General Counsel

Dated: October 25, 2013

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: _____
Bradley Lerman
Executive Vice President, General Counsel, and Corporate Secretary

Dated: October 25, 2013

JPMORGAN CHASE & CO.
JPMORGAN CHASE BANK N.A.
J.P. MORGAN ACCEPTANCE CORPORATION I
J.P. MORGAN MORTGAGE ACQUISITION CORPORATION
J.P. MORGAN SECURITIES LLC
BEAR STEARNS & CO., INC.
BEAR STEARNS ASSET BACKED SECURITIES I LLC
EMC MORTGAGE LLC
STRUCTURED ASSET MORTGAGE INVESTMENTS II INC.

By: _____
Stephen M. Cutler
General Counsel
JPMorgan Chase & Co.

Dated: October 25, 2013

WASHINGTON MUTUAL MORTGAGE SECURITIES CORPORATION

By: _____
Anthony J. Horan
Vice President and Assistant Secretary
Dated: October 25, 2013

WAMU ASSET ACCEPTANCE CORPORATION

By: _____
Anthony J. Horan
Vice President and Assistant Secretary

Dated: October 25, 2013

WAMU CAPITAL CORPORATION

By: _____
Anthony J. Horan
Vice President and Assistant Secretary

Dated: October 25, 2013

LONG BEACH SECURITIES CORPORATION

By: _____
Anthony J. Horan
Vice President and Assistant Secretary

Dated: October 25, 2013

DAVID BECK
BRIAN BERNARD
LARRY BREITBARTH
RICHARD CAREAGA
THOMAS W. CASEY
CHRISTINE E. COLE
ART DEN HEYER
DAVID M. DUZYK
STEPHEN FORTUNATO
KATHERINE GARNIEWSKI
KEITH JOHNSON
ROLLAND JURGENS
JOSEPH T. JURKOWSKI, JR
WILLIAM A. KING
SUZANNE KRAHLING
THOMAS G. LEHMANN
KIM LUTTHANS
MARC K. MALONE
THOMAS F. MARANO
JEFFREY MAYER
EDWIN F. MCMICHAEL
SAMUEL L. MOLINARO, JR
MICHAEL B. NIERENBERG
DIANE NOVAK
MICHAEL L. PARKER
MATTHEW E. PERKINS
JOHN F. ROBINSON
LOUIS SCHIOPPO, JR
JEFFREY L. VERSCHLEISER
DONALD WILHELM
DAVID H. ZIELKE

By: Sharon L. Nelles
Sharon L. Nelles
Sullivan & Cromwell LLP

Dated: October 25, 2013

Exhibit A

THE COVERED SECURITIES

Security Name	CUSIP	Action
AABST 2005-5 2A	00764MHD2	*JPMorgan*
AHM 2005-1 6A	02660TDH3	*JPMorgan*
AHM 2005-4 4A	02660TGV9	*JPMorgan*
ARSI 2006-M2 A1	04013BAR3	*JPMorgan*
BALTA 2005-10 22A1	07386HZE4	*JPMorgan*
BALTA 2005-10 23A1	07386HZG9	*JPMorgan*
BALTA 2006-1 21A1	07386HB75	*JPMorgan*
BALTA 2006-2 22A1	07386HF30	*JPMorgan*
BALTA 2006-3 21A1	07386HK83	*JPMorgan*
BALTA 2006-4 12A1	073871AC9	*JPMorgan*
BALTA 2006-4 31A1	073871BL8	*JPMorgan*
BSABS 2005-HE12 2A	0738795P9	*JPMorgan*
BSABS 2006-AQ1 12A	07389PAD2	*JPMorgan*
BSABS 2006-HE10 22A	07389RAR7	*JPMorgan*
BSABS 2006-HE10 23A	07389RAS5	*JPMorgan*
BSABS 2006-HE2 2A	07387UEL1	*JPMorgan*
BSABS 2006-HE4 2A	07388AAD6	*JPMorgan*
BSABS 2006-HE5 2A	07388CAD2	*JPMorgan*
BSABS 2006-HE7 2A	07388HAR0	*JPMorgan*
BSABS 2006-HE8 22A	07388JAR6	*JPMorgan*
BSABS 2006-HE9 2A	07389MAD9	*JPMorgan*
BSABS 2006-HE9 3A	07389MAE7	*JPMorgan*
BSABS 2007-FS1 2A	073855AG3	*JPMorgan*
BSABS 2007-HE1 22A	07389UAR0	*JPMorgan*
BSABS 2007-HE1 23A	07389UAS8	*JPMorgan*
BSABS 2007-HE2 22A	07389YAE1	*JPMorgan*
BSABS 2007-HE2 23A	07389YAF8	*JPMorgan*
BSABS 2007-HE3 2A	073852AE5	*JPMorgan*
BSABS 2007-HE3 3A	073852AF2	*JPMorgan*
BSABS 2007-HE4 2A	07386RAE9	*JPMorgan*
BSABS 2007-HE5 2A	073859AE0	*JPMorgan*
BSABS 2007-HE5 3A	073859AF7	*JPMorgan*
BSABS 2007-HE6 2A	07387YAE3	*JPMorgan*
BSABS 2007-HE7 2A1	07387VAC3	*JPMorgan*
BSABS 2007-HE7 3A1	07387VAE9	*JPMorgan*
BSMF 2006-SL5 2A	07401HAB8	*JPMorgan*
BSMF 2006-SL6 2A	07400LAT1	*JPMorgan*
BSMF 2007-AR3 22A1	07401VAS0	*JPMorgan*
BSMF 2007-SL1 2A	07401PAB0	*JPMorgan*

BSMF 2007-SL2 2A	07401RAB6	*JPMorgan*
CBASS 2006-CB2 AV	12498NAW3	*JPMorgan*
CBASS 2006-CB7 A1	12479DAA6	*JPMorgan*
GPMF 2005-AR5 2A1	39538WEE4	*JPMorgan*
GPMF 2006-AR3 2A1	39538WHA9	*JPMorgan*
GPMF 2006-AR3 2A2	39538WHB7	*JPMorgan*
JPALT 2005-A2 2A1	46627MBS5	*JPMorgan*
JPALT 2007-A2 11A1	466278AA6	*JPMorgan*
JPMAC 2005-FRE1 A1	46626LBU3	*JPMorgan*
JPMAC 2005-OPT2 A1A	46626LEF3	*JPMorgan*
JPMAC 2005-WMC1 A1	46626LBD1	*JPMorgan*
JPMAC 2006-ACC1 A1	46628RAA3	*JPMorgan*
JPMAC 2006-CH1 A1	46629TAA8	*JPMorgan*
JPMAC 2006-CH2 AV1	46629QAS5	*JPMorgan*
JPMAC 2006-CW1 A1A	46628MAA4	*JPMorgan*
JPMAC 2006-CW2 AV1	46629BAN9	*JPMorgan*
JPMAC 2006-FRE1 A1	46626LFX3	*JPMorgan*
JPMAC 2006-FRE2 A1	46626LGX2	*JPMorgan*
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JPMAC 2006-HE2 A1	46625SAA4	*JPMorgan*
JPMAC 2006-HE3 A1	46629VAA3	*JPMorgan*
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JPMAC 2006-NC2 A1A	46629HAA4	*JPMorgan*
JPMAC 2006-RM1 A1A	46629NAA1	*JPMorgan*
JPMAC 2006-RM1 A1B	46629NAB9	*JPMorgan*
JPMAC 2006-WMC1 A1	46626LJK7	*JPMorgan*
JPMAC 2006-WMC2 A1	46628TAA9	*JPMorgan*
JPMAC 2006-WMC3 A1MZ	46629KAB5	*JPMorgan*
JPMAC 2006-WMC3 A1SS	46629KAA7	*JPMorgan*
JPMAC 2006-WMC4 A1A	46630BAA4	*JPMorgan*
JPMAC 2006-WMC4 A1B	46630BAB2	*JPMorgan*
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JPMAC 2007-CH3 A1A	46630XAA6	*JPMorgan*
JPMAC 2007-CH3 A1B	46630XAB4	*JPMorgan*
JPMAC 2007-CH4 A1	46630CAA2	*JPMorgan*
JPMAC 2007-CH5 A1	46631KAA3	*JPMorgan*
JPMMT 2006-A3 1A1	46628KAA8	*JPMorgan*
LBMLT 2005-3 1A	542514NT7	*JPMorgan*
LBMLT 2006-1 1A	542514RH9	*JPMorgan*
LBMLT 2006-10 1A	54251YAA6	*JPMorgan*
LBMLT 2006-11 1A	542512AA6	*JPMorgan*
LBMLT 2006-2 1A	542514TQ7	*JPMorgan*
LBMLT 2006-3 1A	542514UG7	*JPMorgan*
LBMLT 2006-4 1A	54251MAA2	*JPMorgan*
LBMLT 2006-5 1A	54251PAA5	*JPMorgan*

LBMLT 2006-6 1A	54251RAA1	*JPMorgan*
LBMLT 2006-7 1A	54251TAA7	*JPMorgan*
LBMLT 2006-8 1A	54251UAA4	*JPMorgan*
LBMLT 2006-9 1A	54251WAA0	*JPMorgan*
LBMLT 2006-WL1 1A1	542514QP2	*JPMorgan*
LBMLT 2006-WL1 1A2	542514QQ0	*JPMorgan*
LBMLT 2006-WL2 1A	542514RZ9	*JPMorgan*
LBMLT 2006-WL3 1A	542514SS4	*JPMorgan*
LUM 2006-3 22A1	55027AAD2	*JPMorgan*
NCMT 2007-1 1A1	65106FAA0	*JPMorgan*
PCHLT 2005-4 2A1	71085PDF7	*JPMorgan*
SACO 2007-1 A2	785814AB0	*JPMorgan*
SACO 2007-2 A2	78581NAB8	*JPMorgan*
SAMI 2006-AR4 1A1	86360QAA3	*JPMorgan*
WAMU 2007-OA3 1A	93364AAA0	*JPMorgan*
WMABS 2006-HE1 1A	92925CEP3	*JPMorgan*
WMABS 2006-HE3 1A	93934MAA5	*JPMorgan*
WMABS 2006-HE4 1A	93934QAA6	*JPMorgan*
WMABS 2006-HE5 1A	93934XAA1	*JPMorgan*
WMABS 2007-HE1 1A	93935KAA8	*JPMorgan*
WMABS 2007-HE2 1A	93934TAA0	*JPMorgan*
WMALT 2005-10 1CB	93934FFY3	*JPMorgan*
WMALT 2005-9 1CB	93934FEL2	*JPMorgan*
WMALT 2006-AR4 1A	939345AA2	*JPMorgan*
WMALT 2006-AR4 2A	939345AB0	*JPMorgan*
WMALT 2006-AR4 3A	939345AC8	*JPMorgan*
WMALT 2006-AR5 1A	93935AAA0	*JPMorgan*
WMALT 2006-AR5 2A	93935AAB8	*JPMorgan*
WMALT 2006-AR8 1A	93935LAA6	*JPMorgan*
WMALT 2006-AR9 1A	939346AA0	*JPMorgan*
WMALT 2007-OA1 1A	93935NAA2	*JPMorgan*
WMALT 2007-OA2 1A	93935QAA5	*JPMorgan*
WMALT 2007-OA3 1A	939355AA1	*JPMorgan*
WMALT 2007-OA3 3A	939355AC7	*JPMorgan*
WMHE 2007-HE1 1A	933631AA1	*JPMorgan*
WMHE 2007-HE2 1A	92926SAA4	*JPMorgan*
WMHE 2007-HE3 1A	93364EAA2	*JPMorgan*
WMHE 2007-HE4 1A	93363XAA1	*JPMorgan*
RAMP 2005-EFC6 A2	76112BL32	*Ally*
RAMP 2005-RS9 AII	76112BL99	*Ally*
RASC 2005-KS10 A2	75405WAD4	*Ally*
RASC 2007-KS2 AII	74924WAE7	*Ally*
RASC 2007-KS3 AII	74924YAE3	*Ally*
FHAMS 2005-AA12 2A1	32051GQ81	*First Horizon*
SGMS 2006-FRE2 A1	784208AA8	*SocGen*

Exhibit B

THE RELATED ACTIONS

Federal Housing Finance Agency v. Bank of America Corp., et al., 11 CIV. 6195 (S.D.N.Y.)

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

Federal Housing Finance Agency v. Countrywide Financial Corp., et al., No. 12 CIV. 1059 (C.D. Cal.)

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

Federal Housing Finance Agency v. Deutsche Bank AG, et al., 11 CIV. 6192 (S.D.N.Y.)

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

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

Federal Housing Finance Agency v. Merrill Lynch & Co., Inc., et al., 11 CIV. 6202 (S.D.N.Y.)

Federal Housing Finance Agency v. Morgan Stanley, et al., 11 CIV. 6739 (S.D.N.Y.)

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

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

Exhibit C1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERAL HOUSING FINANCE AGENCY, AS CONSERVATOR FOR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION AND THE FEDERAL HOME LOAN MORTGAGE CORPORATION, Plaintiff, -against- JPMORGAN CHASE & CO., *et al.*, Defendants.	11 Civ. 6188 (DLC)

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

WHEREAS Plaintiff, Federal Housing Finance Agency, and Defendants JPMorgan Chase & Co., JPMorgan Chase Bank N.A., J.P. Morgan Acceptance Corporation I, J.P. Morgan Mortgage Acquisition Corporation, J.P. Morgan Securities LLC (f/k/a J.P. Morgan Securities Inc.), Bear Stearns & Co., Inc., Bear Stearns Asset Backed Securities I LLC, EMC Mortgage LLC (f/k/a EMC Mortgage Corporation), Structured Asset Mortgage Investments II Inc., WaMu Asset Acceptance Corporation, WaMu Capital Corporation, Washington Mutual Mortgage Securities Corporation, Long Beach Securities Corporation, David Beck, Brian Bernard, Larry Breitbarth, Richard Careaga, Thomas W. Casey, Christine E. Cole, Art Den Heyer, David M. Duzyk, Stephen Fortunato, Katherine Garniewski, Keith Johnson, Rolland Jurgens, Joseph T. Jurkowski, Jr, William A. King, Suzanne Krahling, Thomas G. Lehmann, Kim Lutthans, Marc K. Malone, Thomas F. Marano, Jeffrey Mayer, Edwin F. McMichael, Samuel L. Molinaro, Jr,

Michael B. Nierenberg, Diane Novak, Michael L. Parker, Matthew E. Perkins, John F. Robinson, Louis Schioppo, Jr, Jeffrey L. Verschleiser Donald Wilhelm and David H. Zielke have reached a settlement disposing of all claims asserted in the above-captioned action (the "Action");

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

Dated: November __, 2013
New York, New York

By:_____
Philippe Z. Selendy
(philippeselendy@quinnemanuel.com)
Manisha M. Sheth
(manishasheth@quinnemanuel.com)
Andrew R. Dunlap
(andrewdunlap@quinnemanuel.com)
Jordan A. Goldstein
(jordangoldstein@quinnemanuel.com)
QUINN EMANUEL URQUHART & SULLIVAN, LLP
51 Madison Ave.
22nd Floor
New York, New York 10010
Tel. (212) 849-7000
Fax. (212) 849-7100

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

By:_____
Sharon L. Nelles
(nelless@sullcrom.com)
Penny Shane
(shanep@sullcrom.com)
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: 212-558-4000
Facsimile: 212-558-3588

Attorneys for the JPMorgan Defendants, David M. Duzyk, Louis Schioppo, Jr., Christine E. Cole, Edwin F. McMichael, William A. King, Brian Bernard, Joseph T. Jurkowski, Jr., Richard Careaga, David Beck, Diane Novak, Rolland Jurgens, Thomas G. Lehmann, Stephen Fortunato, Donald Wilhelm, Marc K. Malone, Michael L. Parker, David H. Zielke, Thomas W. Casey, Suzanne Krahling, Larry Breitbarth, Art Den Heyer

By:_____
Dani R. James
(djames@kramerlevin.com)
Jade A. Burns (jburns@kramerlevin.com)
KRAMER LEVIN NAFTALIS &
FRANKEL LLP
1177 Avenue of the Americas
New York, New York 10036
Telephone: 212-715-9100
Facsimile: 212-715-8000

Attorneys for Jeffrey L. Verschleiser

By:_____
Sandra Hauser
Patrick E. Fitzmaurice
DENTONS US LLP
1221 Avenue of the Americas
New York, New York 10020-1089
Telephone: 212-768-6700
Facsimile: 212-768-6800

Attorneys for Matthew Perkins

By:_____
Theresa Trzaskoma
(ttrzaskoma@bruneandrichard.com)
David Elbaum
(delbaum@bruneandrichard.com)
Jessica Holloway
(jholloway@bruneandrichard.com)
BRUNE & RICHARD LLP
One Battery Park Plaza
New York, NY 10004
Telephone: 212-668-1900
Facsimile: 212-668-0315

Attorneys for Defendants Katharine Garniewski, Keith Johnson, Kim Lutthans and John F. Robinson

By:_____
Richard A. Edlin (edlinr@gtlaw.com)
Ronald D. Lefton (leftonr@gtlaw.com)
Candace Camarata (camaratac@gtlaw.com)
GREENBERG TRAURIG, LLP
200 Park Avenue
New York, NY 10166
Telephone: 212-801-9200
Facsimile: 212-801-6400

Attorneys for Jeffrey Mayer

By:_____
Joel C. Haims (jhaims@mofo.com)
LaShann M. DeArcy
(ldearcy@mofo.com)
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, NY 10104
Telephone: 212-468-8000
Facsimile: 212-468-7900

Attorneys for Tom Marano and Michael Nierenberg

By:_____
Pamela Rogers Chepiga
(pamela.chepiga@allenovery.com)
Josephine A. Cheatham
(allie.cheatham@allenovery.com)
ALLEN & OVERY LLP
1221 Avenue of the Americas
New York, NY 10020
Telephone: 212-610-6300
Facsimile: 212-610-6399

Attorneys for Samuel L. Molinaro, Jr.

By:_____
Richard W. Clary (rclary@cravath.com)
Richard J. Stark (rstark@cravath.com)
Michael T. Reynolds (mreynolds@cravath.com)
Lauren A. Moskowitz
(lmoskowitz@cravath.com)
CRAVATH SWAINE & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019-7475
Telephone: 212-474-1000
Facsimile: 212-474-3700

Attorneys for Credit Suisse Securities (USA) LLC

By:_____
Thomas C. Rice (trice@stblaw.com)
David J. Woll (dwoll@stblaw.com)
SIMPSON THACHER & BARTLETT LLP
425 Lexington Avenue
New York, NY 10017
Telephone: 212-455-2000
Facsimile: 212-455-2502

Attorneys for RBS Securities Inc. (f/k/a Greenwich Capital Markets Inc.)

By:_____
Richard H. Klapper (klapperr@sullcrom.com)
Theodore Edelman (edelmant@sullcrom.com)
Michael T. Tomaino, Jr.
(tomainom@sullcrom.com)
Tracy Richelle High (hight@sullcrom.com)
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, NY 10004-2498
Telephone: 212-558-4000
Facsimile: 212-558-3588

Attorneys for Goldman, Sachs & Co.

Exhibit C2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERAL HOUSING FINANCE AGENCY, AS CONSERVATOR FOR THE FEDERAL HOME LOAN MORTGAGE CORPORATION, Plaintiff, -against- ALLY FINANCIAL INC., *et al.*, Defendants.	11 Civ. 7010 (DLC)

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

WHEREAS, the Court has been informed that Plaintiff, Federal Housing Finance Agency ("Plaintiff" or "FHFA"), and Defendant JPMorgan Securities LLC ("JPMS") (together, the "Settling Parties") have reached a settlement and entered into a Settlement Agreement in connection with the above-captioned action (the "Action");

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

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

IT IS ORDERED that the amended complaint in this Action, served on or about June 12, 2012, and all claims contained therein, is hereby dismissed with prejudice and without costs as against JPMS only;

IT IS ORDERED that (a) Ally Financial Inc.; GMAC Mortgage Group, Inc.; Ally Securities, LLC; Credit Suisse Securities (USA) LLC f/k/a Credit Suisse First Boston LLC; RBS Securities, Inc. f/k/a Greenwich Capital Markets, Inc.; Barclays Capital Inc.; and Goldman, Sachs & Co., (b) any other person or entity later named as a defendant in this Action, and (c) any other person or entity that becomes liable to Plaintiff, to any current non-settling defendant in this Action, or to any other alleged tortfeasor, by reason of judgment or settlement, for any claims that are or could have been asserted in this Action or that arise out of or relate to the claims asserted in this Action (collectively, the "Non-Settling Defendants"), are hereby permanently BARRED, ENJOINED and RESTRAINED from commencing, prosecuting, or asserting any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity, or otherwise) against JPMS, its present and former parents, subsidiaries, divisions and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, insurers (but not affecting any obligation owed to JPMS by any insurer), and agents of each of them, and the predecessors, heirs, successors, and assigns of each (collectively, the "Settling Defendants"), that seeks to recover from any Settling Defendant any part of any judgment entered against the Non-Settling Defendants and/or any settlement reached with any of the Non-Settling Defendants, in connection with any claims that are or could have been asserted against the Non-Settling Defendants in this Action or that arise out of or relate to any claims that are or could have been asserted in this Action, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims,

whether asserted in this Action, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere;

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

IT IS FURTHER ORDERED that Plaintiff shall provide any Non-Settling Defendant against which it obtains a judgment on claims related to the RAMP 2005-EFC6, RAMP 2005-RS9, RASC 2005-KS10, RASC 2007-KS2, or RASC 2007-KS3 securitizations a judgment credit in an amount that is the greater of a) the amount of Plaintiff's settlement with JPMS in this Action allocated to the relevant security, as reflected on the confidential schedule attached to the Settling Parties' settlement agreement as Confidential Exhibit D1 (the "Confidential Schedule"), or b) for each such claim, state or federal, on which contribution or indemnity is available, the proportionate share of JPMS' fault as proven at trial;

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

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

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

a. the following parties named in the Action: Ally Financial Inc.; GMAC Mortgage Group, Inc.; Ally Securities, LLC; Credit Suisse Securities (USA) LLC; and RBS Securities, Inc.; as well as any party against whom Plaintiff or another Non-Settling Defendant subsequently brings claims in connection with the RAMP 2005-EFC6, RAMP 2005-RS9, RASC 2005-KS10, RASC 2007-KS2, or RASC 2007-KS3 securitizations (together, the "Authorized Parties");

b. the Authorized Parties' attorneys, and partners, associates, and employees of the attorneys' law firms;

c. in-house attorneys for the Authorized Parties, regular employees of the in-house legal department of the Authorized Parties, and necessary management personnel for the Authorized Parties;

d. any expert retained or consulted by the Authorized Parties in connection with the above-captioned Action and those working under their direction or control;

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

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

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

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

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

Dated: November __, 2013

_____

Hon. Denise L. Cote
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERAL HOUSING FINANCE AGENCY, AS CONSERVATOR FOR THE FEDERAL HOME LOAN MORTGAGE CORPORATION Plaintiff, -against- ALLY FINANCIAL INC., *et al*., Defendants.	11 Civ. 7010 (DLC)

EXHIBIT

Agreement to Be Bound by Confidentiality Provisions in Order

The undersigned counsel of an Authorized Party acknowledges having reviewed the terms and conditions regarding disclosure of the Confidential Schedule set forth in the Order of Voluntary Dismissal With Prejudice and Bar Order dated November __, 2013. By signing below, I agree that my client and I will be bound by the terms and conditions of the Order of Voluntary Dismissal With Prejudice and Bar Order with respect to the information contained on the Confidential Schedule.

_____
(Signature)

_____
(Printed Name)

_____
(Name of Authorized Party)

_____
(Date)

Exhibit C3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERAL HOUSING FINANCE AGENCY, AS CONSERVATOR FOR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION AND THE FEDERAL HOME LOAN MORTGAGE CORPORATION, Plaintiff, -against- FIRST HORIZON NATIONAL CORP., *et al.*, Defendants.	11 Civ. 6193 (DLC)

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

WHEREAS, the Court has been informed that Plaintiff, Federal Housing Finance Agency ("Plaintiff" or "FHFA"), and Defendant JPMorgan Securities LLC ("JPMS") (together, the "Settling Parties") have reached a settlement and entered into a Settlement Agreement in connection with the above-captioned action (the "Action");

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

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

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

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

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

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

IT IS FURTHER ORDERED that Plaintiff shall provide any Non-Settling Defendant against which it obtains a judgment on claims related to the FHAMS 2005-AA12 securitization a judgment credit in an amount that is the greater of a) the amount of Plaintiff's settlement with JPMS in this Action allocated to the relevant security, as reflected on the confidential schedule attached to the Settling Parties' settlement agreement as Confidential Exhibit D2 (the "Confidential Schedule"), or b) for each such claim, state or federal, on which contribution or indemnity is available, the proportionate share of JPMS' fault as proven at trial;

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

IT IS FURTHER ORDERED that, upon entry of a pre-trial order (i) in this Action, or (ii) in any other action involving a claim or claims against a Non-Settling Defendant that may give rise to a claim against the Settling Defendant that would be barred by this Order, the Confidential Schedule may be disclosed to:

a. the following parties named in the Action: First Horizon National Corporation; First Tennessee Bank National Association (successor to First Horizon Home Loan Corporation); FTN Financial Securities Corporation; and First Horizon Asset Securities, Inc.; as well as any party against whom Plaintiff or another Non-Settling Defendant subsequently brings claims in connection with the FHAMS 2005-AA12 securitization (together, the "Authorized Parties");

b. the Authorized Parties' attorneys, and partners, associates, and employees of the attorneys' law firms;

c. in-house attorneys for the Authorized Parties, regular employees of the in-house legal department of the Authorized Parties, and necessary management personnel for the Authorized Parties;

d. any expert retained or consulted by the Authorized Parties in connection with the above-captioned Action and those working under their direction or control;

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

IT IS FURTHER ORDERED that, in the event that counsel for any Authorized Party determines to file with a court the Confidential Schedule, information derived therefrom, or any papers containing or making reference to such information, any such filings shall be filed under seal;

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

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

Dated: November __, 2013

_____

Hon. Denise L. Cote
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERAL HOUSING FINANCE AGENCY, AS CONSERVATOR FOR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION AND THE FEDERAL HOME LOAN MORTGAGE CORPORATION Plaintiff, -against- FIRST HORIZON NATIONAL CORP., *et al.*, Defendants.	11 Civ. 6193 (DLC)

EXHIBIT

Agreement to Be Bound by Confidentiality Provisions in Order

The undersigned counsel of an Authorized Party acknowledges having reviewed the terms and conditions regarding disclosure of the Confidential Schedule set forth in the Order of Voluntary Dismissal With Prejudice and Bar Order dated November __, 2013. By signing below, I agree that my client and I will be bound by the terms and conditions of the Order of Voluntary Dismissal With Prejudice and Bar Order with respect to the information contained on the Confidential Schedule.

_____
(Signature)

_____
(Printed Name)

_____
(Name of Authorized Party)

_____
(Date)

Exhibit C4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERAL HOUSING FINANCE AGENCY, AS CONSERVATOR FOR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION AND THE FEDERAL HOME LOAN MORTGAGE CORPORATION, Plaintiff, -against- SG AMERICAS INC., *et al.*, Defendants.	11 Civ. 6203 (DLC)

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

WHEREAS, the Court has been informed that Plaintiff, Federal Housing Finance Agency (Plaintiff" or "FHFA"), and Defendant JPMorgan Securities LLC ("JPMS") (together, the "Settling Parties") have reached a settlement and entered into a Settlement Agreement in connection with the above-captioned action (the "Action");

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

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

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

IT IS ORDERED that (a) SG Americas, Inc.; SG Americas Securities Holdings; LLC, SG Americas Securities, LLC; SG Mortgage Finance Corp.; SG Mortgage Securities, LLC; Arnaud Denis; Abner Figueroa; Tony Tusi; and Orlando Figueroa, (b) any other person or entity later named as a defendant in this Action, and (c) any other person or entity that becomes liable to Plaintiff, to any current non-settling defendant in this Action, or to any other alleged tortfeasor, by reason of judgment or settlement, for any claims that are or could have been asserted in this Action or that arise out of or relate to the claims asserted in this Action (collectively, the "Non-Settling Defendants"), are hereby permanently BARRED, ENJOINED and RESTRAINED from commencing, prosecuting, or asserting any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity, or otherwise) against JPMS, its present and former parents, subsidiaries, divisions and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, insurers (but not affecting any obligation owed to JPMS by any insurer), and agents of each of them, and the predecessors, heirs, successors, and assigns of each (collectively, the "Settling Defendants"), that seeks to recover from any Settling Defendant any part of any judgment entered against the Non-Settling Defendants and/or any settlement reached with any of the Non-Settling Defendants, in connection with any claims that are or could have been asserted against the Non-Settling Defendants in this Action or that arise out of or relate to any claims that are or could have been asserted in this Action, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in this Action, in any federal or

state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere;

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

IT IS FURTHER ORDERED that Plaintiff shall provide any Non-Settling Defendant against which it obtains a judgment on claims related to the SGMS 2006-FRE2 securitization a judgment credit in an amount that is the greater of a) the amount of Plaintiff's settlement with JPMS in this Action allocated to the relevant security, as reflected on the confidential schedule attached to the Settling Parties' settlement agreement as Confidential Exhibit D3 (the "Confidential Schedule"), or b) for each such claim, state or federal, on which contribution or indemnity is available, the proportionate share of JPMS' fault as proven at trial;

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

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

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

a. the following parties named in the Action: SG Americas, Inc.; SG Americas Securities Holdings; LLC, SG Americas Securities, LLC; SG Mortgage Finance Corp.; and SG Mortgage Securities, LLC, as well as any party against whom Plaintiff or another Non-Settling Defendant subsequently brings claims in connection with the SGMS 2006-FRE2 securitization (together, the "Authorized Parties");

b. the Authorized Parties' attorneys, and partners, associates, and employees of the attorneys' law firms;

c. in-house attorneys for the Authorized Parties, regular employees of the in-house legal department of the Authorized Parties, and necessary management personnel for the Authorized Parties;

d. any expert retained or consulted by the Authorized Parties in connection with the above-captioned Action and those working under their direction or control;

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

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

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

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

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

Dated: November __, 2013

_____

Hon. Denise L. Cote
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERAL HOUSING FINANCE AGENCY, AS CONSERVATOR FOR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION AND THE FEDERAL HOME LOAN MORTGAGE CORPORATION, Plaintiff, -against- SG AMERICAS INC., *et al.*, Defendants.	11 Civ. 6203 (DLC)

EXHIBIT

Agreement to Be Bound by Confidentiality Provisions in Order

The undersigned counsel of an Authorized Party acknowledges having reviewed the terms and conditions regarding disclosure of the Confidential Schedule set forth in the Order of Voluntary Dismissal With Prejudice and Bar Order dated November __, 2013. By signing below, I agree that my client and I will be bound by the terms and conditions of the Order of Voluntary Dismissal With Prejudice and Bar Order with respect to the information contained on the Confidential Schedule.

_____
(Signature)

_____
(Printed Name)

_____
(Name of Authorized Party)

_____
(Date)

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is entered into as of November 19, 2013, by and between (i) the National Credit Union Administration ("NCUA") Board, as Liquidating Agent of U.S. Central Federal Credit Union ("U.S Central"), Western Corporate Federal Credit Union ("Western"), Southwest Corporate Federal Credit Union ("Southwest"), Members United Corporate Federal Credit Union ("Members") and Constitution Corporate Federal Credit Union ("Constitution") (collectively, the "Credit Unions", and the NCUA Board as liquidating agent for each Credit Union and the Credit Unions collectively, the "Liquidating Agent(s)"), on the one hand, and (ii) J.P. Morgan Securities, LLC, J.P. Morgan Acceptance Corporation I, Bond Securitization, LLC, Bear Stearns & Co., Inc. n/k/a J.P. Morgan Securities, LLC, Structured Asset Mortgage Investments II, Inc., Bear Stearns Asset Backed Securities I, LLC, J.P. Morgan Chase Bank, N.A. (as purported Successor-in-Interest to Washington Mutual Bank, WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp.), WaMu Capital Corp., Long Beach Securities Corp., and WaMu Acceptance Corp. (collectively, the "JPM Defendants") on the other. The JPM Defendants, together with the Liquidating Agents, are referred to herein as the "Settling Parties," with each a "Settling Party."[1]

WHEREAS, on or about June 20, 2011, the Liquidating Agents for U.S. Central, Western, Southwest and Members commenced an action against J.P. Morgan Securities, LLC, J.P. Morgan Acceptance Corporation I and Bond Securitization, LLC and other defendants in the United States District Court for the District of Kansas, captioned *National Credit Union Administration Board v. J.P. Morgan Securities, LLC., et al.*, No. 11-02341 (the "*JPM Kansas* Action");

WHEREAS, on or about December 14, 2012, the Liquidating Agents for U.S. Central, Western, Southwest and Members commenced an action against Bear Stearns & Co., Inc. n/k/a J.P. Morgan Securities, LLC, Structured Asset Mortgage Investments II, Inc., Bear Stearns Asset Backed Securities I, LLC and other defendants in the United States District Court for the District of Kansas, captioned *National Credit Union Administration Board v. Bear Stearns & Co., Inc. n/k/a J.P. Morgan Securities, LLC, et al*., No. 12-02781 (the "*Bear Stearns Kansas* Action");

WHEREAS, on or about January 4, 2013, the Liquidating Agents for U.S. Central, Western and Southwest commenced an action against J.P. Morgan Chase Bank, N.A. (as Successor-in-Interest to Washington Mutual Bank, WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp.), WaMu Capital Corp., Long Beach Securities Corp and WaMu Acceptance Corp. in the United States District Court for the District of Kansas, captioned *National Credit Union Administration Board v. J.P. Morgan Chase Bank N.A. (as Successor-in-Interest to Washington Mutual Bank, WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp.) et al.* No. 13-2012 (the "*WaMu Kansas* Action");

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

WHEREAS, on or about September 17, 2013, the Liquidating Agents served an Amended Complaint in the *JPM Kansas* Action;

WHEREAS, on or about September 23, 2013, the Liquidating Agents for Southwest and Members commenced an action against Bear Stearns & Co., Inc., n/k/a J.P. Morgan Securities, LLC, J.P. Morgan Securities LLC, and J.P. Morgan Acceptance Corp. I in the United States District Court for the Southern District of New York, captioned *National Credit Union Administration Board v. Bear Stearns & Co., Inc., n/k/a J.P. Morgan Securities, LLC, et al*,. No. 13-06707 (the *Bear Stearns New York* Action);

WHEREAS, the JPM Defendants have determined that they are prepared to enter into a global resolution with various governmental parties, and one independent component of that settlement is to provide compensation to resolve the claims asserted against the JPM Defendants in the *JPM Kansas, Bear Stearns Kansas, WaMu Kansas* and *Bear Stearns New York* Actions, relating to the Securities identified at issue in the Actions and identified on Exhibit A, as well as all other non-agency residential mortgage-backed securities purchased by the Credit Unions that were issued, sponsored, and/or underwritten by any of the JPM Defendants or their affiliates, or that are or were backed by loans originated by or on behalf of the JPM Defendants or their affiliates, including, but not limited to, those that are identified on Exhibit B, and the Liquidating Agents have determined they are prepared to accept amounts paid under this Agreement as compensation in exchange for such settlement, releases, and limitations;

WHEREAS, the Settling Parties have now reached an agreement to fully and finally compromise, resolve, dismiss, discharge and settle each and every one of the Released Claims against each and every one of the Released Persons, and to dismiss the Actions against the JPM Defendants with prejudice and on the merits;

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

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

(a) "Actions" means the *JPM Kansas, Bear Stearns Kansas, WaMu Kansas* and *Bear Stearns New York* Actions.

(b) "Indirect Contract Claims" means any claim asserted by a party against the Released Defendant Persons under a contract governing the sale, transfer, or servicing of mortgage loans or pools of mortgage loans (including, without limitation, and for the avoidance of doubt, repurchase claims, put-back claims, and any other claim under any Pooling and Servicing Agreement, Assignment and Recognition Agreement, Mortgage Loan Purchase Agreement, or other substantially similar agreement), where neither the Liquidating Agents nor the Credit Unions are signatories, relating to any breach or violation of any representation or warranty as to loans originated, purchased, acquired, transferred, securitized, or collateralizing the Securities or any other securities, and which could result in an economic benefit to any of the Releasing Plaintiff Persons at the expense of any Released Defendant Person. For the avoidance

of doubt, this definition encompasses, but is not limited to, the Releasing Plaintiff Persons' right to receive any compensation or other benefits to which they are entitled pursuant to the $4.5 billion J.P. Morgan repurchase settlement that was publicly announced on or about November 15, 2013.

(c) "Securities" means all non-agency residential mortgage-backed securities purchased by the Credit Unions that were issued, sponsored, and/or underwritten by any of the JPM Defendants or their affiliates, including but not limited to the securities that are listed in Exhibit A and B, which lists the Liquidating Agents believe include all such securities. "Securities" also means all non-agency residential mortgage-backed securities that are or were backed by loans originated by or on behalf of the JPM Defendants or their affiliates whether or not such securities are listed in Exhibit A and B.

(d) "Effective Date" means the date upon which the Settlement Payment is made to and received by the U.S. Department of Justice, as evidenced by confirmation of the wire transfer pursuant to the instructions set forth in the separate settlement agreement dated November 19, 2013 between the U.S. Department of Justice and JPMorgan Chase & Co.

(e) "LIBOR Claims" means any claims relating to the London Interbank Offered Rate ("LIBOR") that are associated with the Securities or any other securities.

(f) "Person" means an individual, corporate entity, partnership, association, joint stock company, limited liability company, estate, trust, government entity (or any political subdivision or agency thereof) and any other type of business or legal entity; provided, however, that nothing in this definition or its use in this Agreement shall be construed to bind any governmental agency/entity other than the Liquidating Agents. The Liquidating Agents warrant, however, that the Liquidating Agents are vested with the sole and complete authority fully and finally to compromise, resolve, dismiss, discharge, and settle each and every one of the Released Claims on behalf of the Credit Unions.

(g) "Released Claims" means, collectively, the Released Plaintiff Claims and the Released Defendant Claims.

(h) "Released Plaintiff Claims" means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature and description whatsoever, (i) whether disclosed or undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or unripened; (ii) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory (including, but not limited to, claims arising under the federal securities laws), no matter how asserted; (iii) that previously existed, currently exist, or exist as of the Effective Date; (iv) that were, could have been, or may be asserted by any or all of the Releasing Plaintiff Persons against any or all of the Released Defendant Persons in the Actions, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency or other forum in the United States or elsewhere; and (v) that relate to the

Securities or that arise out of or are based upon or relate in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Actions; provided, however, that the Released Plaintiff Claims shall not include (i) any claims against any Person other than the Released Defendant Persons; (ii) any Indirect Contract Claims; (iii) any LIBOR Claims, or (iv) any claims to enforce this Agreement.

(i) "Released Defendant Claims" means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature and description whatsoever, (i) whether disclosed or undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or unripened; (ii) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory (including, but not limited to, claims arising under the federal securities laws), no matter how asserted; (iii) that previously existed, currently exist, or exist as of the Effective Date; (iv) that were, could have been, or may be asserted by any or all of the Releasing Defendant Persons against any or all of the Released Plaintiff Persons in the Actions, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency or other forum in the United States or elsewhere; and (v) that relate to the Securities or that arise out of or are based upon or relate in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Actions; provided, however, that the Released Defendant Claims shall not include (i) any Indirect Contract Claims; (ii) any LIBOR Claims; or, (iii) any claims to enforce this Agreement.

(j) "Released Persons" means collectively the Released Plaintiff Persons and the Released Defendant Persons.

(k) "Released Plaintiff Persons" means each of: (i) the Liquidating Agents; and (ii) the Credit Unions, along with each such Person's respective past and/or present principals, affiliates, subsidiaries, parents, general partners, limited partners and any Person in which they have or had a controlling interest, and each such Person's past and/or present administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, principals, officers, managers, directors, partners, limited partners, investment bankers, representatives, estates, divisions, financial advisors, assigns, insurers and reinsurers.

(l) "Released Defendant Persons" means each of the JPM Defendants, along with each of the JPM Defendants' respective past and/or present affiliates, subsidiaries, parents, general partners, limited partners and any Person in which any JPM Defendant has or had a controlling interest, and each such Person's past and/or present principals, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, investment bankers, representatives, estates, divisions, financial advisors, estate managers, assigns, insurers and reinsurers.

(m) "Releasing Persons" means, collectively, the Releasing Plaintiff Persons and the Releasing Defendant Persons.

(n) "Releasing Plaintiff Persons" means (i) the Liquidating Agents; (ii) the Credit Unions; and (iii) each and all of the Liquidating Agents' and the Credit Unions' respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, and any other Person who has the right, ability, standing or capacity to assert, prosecute or maintain on their behalf any of the Released Plaintiff Claims, whether in whole or in part; provided, however, that nothing in this definition or its use in this Agreement shall be construed to bind or constitute a release by any governmental agency/entity other than the Liquidating Agents. The Liquidating Agents warrant, however, that the Liquidating Agents are vested with the sole and complete authority fully and finally to compromise, resolve, dismiss, discharge and settle each and every one of the Released Claims on behalf of the Credit Unions. The Liquidating Agents further warrant that the Credit Unions constitute all the credit unions for which the NCUA Board currently serves as liquidating agent that purchased residential mortgage-backed securities issued, sponsored, and/or underwritten by any of the JPM Defendants or their affiliates. "Releasing Plaintiff Persons" shall not include any of the Liquidating Agents' outside counsel.

(o) "Releasing Defendant Persons" means each of the JPM Defendants and each and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, and any other Person who has the right, ability, standing or capacity to assert, prosecute or maintain on their behalf any of the Released Defendant Claims, whether in whole or in part; provided, however, that "Releasing Defendant Persons" shall not include any of the JPM Defendants' outside counsel.

2. In consideration and as compensation for the Liquidating Agents' execution of this Agreement and the release of claims as set forth below, the JPM Defendants shall make or cause to be made, for the benefit of the Liquidating Agents, compensatory payment in the amount of $1,417,525,773.20 (the "Settlement Payment"), payable in accordance with the U.S. Department of Justice's instructions as set forth in the separate settlement agreement dated November 19, 2013 between the U.S. Department of Justice and JP Morgan Chase & Co. Payment of the Settlement Payment by the JPM Defendants to the U.S. Department of Justice for the benefit of the Liquidating Agents shall constitute a full and valid discharge of the JPM Defendants' payment obligation pursuant to this Agreement and in connection with the settlement of the Actions. This Agreement shall not become effective before the Effective Date.

3. No Admission of Liability. This Agreement does not constitute an admission by any of the JPM Defendants of any liability or wrongdoing whatsoever, including, but not limited to, any liability or wrongdoing with respect to any of the allegations that were or could have been raised in the Actions. To the contrary, the JPM Defendants vigorously deny the allegations in the Actions, and believe them to be wholly without merit. This Agreement also does not constitute an admission by the Liquidating Agents that they would not have been able to successfully prosecute their claims, and in fact the Liquidating Agents firmly believe in the merit of each of the allegations in the Complaints in the Actions. The Settling Parties agree that this Agreement is the result of a compromise within the provisions of the Federal Rules of Evidence, and any similar statutes or rules, and shall not be used or admitted in any proceeding for any purpose including, but not limited to, as evidence of liability or wrongdoing by any JPM Defendant, nor shall it be used for impeachment purposes, to refresh recollection, or any other

evidentiary purpose; provided, however, that this paragraph shall not apply to any claims to enforce this Agreement.

4. Additional Conditions:

(a) No later than three (3) business days after the Effective Date, the Settling Parties shall jointly file a stipulation of voluntary dismissal with prejudice of the Released Claims in the Actions pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), in the forms attached hereto as Exhibit C1, C2, C3 and C4. For the avoidance of doubt, the stipulations of voluntary dismissal are not intended to dismiss any claims by any Liquidating Agent against any person or entity other than the Released Defendant Persons with respect to any of the Securities.

(b) The JPM Defendants agree to not file or join in any further law, administrative, regulatory, or other governmental proceedings regarding the Released Claims; and agree not to join in, facilitate, fund, or assist in any manner, or to make any filings or submissions in support of any pending litigation and/or appeals in cases concerning residential mortgage-backed securities in which any Liquidating Agent is Plaintiff; provided, however, that nothing herein shall prevent the JPM Defendants from complying with requests from any other party pursuant to Rule 45 of the Federal Rules of Civil Procedure or responding to requests that are administrative or ministerial in nature for information. Nothing in this paragraph will be construed to prevent any trade association of which any JPM Defendant is a member from taking any position with respect to the matters referenced herein, except that no JPMorgan Defendant shall directly or indirectly advocate for or participate in or directly contribute monetarily to the taking of a position on any such matter by any such trade association.

5. Release by the Plaintiff Releasing Persons. In exchange for the Settlement Payment and the release provided by the Releasing Defendant Persons, each and every one of the Releasing Plaintiff Persons shall, upon the Effective Date: (a) have and be deemed by operation of law to have completely, fully, finally and forever dismissed, released, relinquished and discharged with prejudice each and every one of the Released Defendant Persons from any and all of the Released Plaintiff Claims; (b) forever be barred and enjoined from filing, commencing, intervening in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited to, filing an application or motion for preliminary or permanent injunctive relief) in any other lawsuit, arbitration or other proceeding in any jurisdiction that asserts any of the Released Plaintiff Claims against any or all of the Released Defendant Persons; and (c) have and be deemed to have covenanted not to sue any of the Released Defendant Persons with respect to any of the Released Plaintiff Claims.

6. Covenants by the Liquidating Agents. Effective upon execution of this Agreement, the Liquidating Agents, subject explicitly to their statutory obligations, on behalf of themselves and all of the Releasing Plaintiff Persons, hereby covenant and agree that:

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

(b) No Releasing Plaintiff Person shall participate in bringing or pursuing any Released Plaintiff Claim against any Released Defendant Person; provided, however, a Releasing Plaintiff Person shall not be precluded from assisting other government agencies in investigating or pursuing any claims against any Released Defendant Person.

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

(d) Each of the agreements, covenants and other representations made by the Liquidating Agents in this Agreement (including, without limitation, and for the avoidance of doubt, the obligation to voluntarily dismiss the Actions with prejudice pursuant to Paragraph 4(a) and the releases provided pursuant to Paragraph 5) is made pursuant to their statutory obligations and is not in any way inconsistent with those statutory obligations.

7. Release by the Releasing Defendant Persons. In exchange for the release provided by the Releasing Plaintiff Persons and the dismissal with prejudice of the Actions referenced above, each and every one of the Releasing Defendant Persons shall, upon the Effective Date: (a) have and be deemed by operation of law to completely, fully, finally and forever to have dismissed, relinquished, released, and discharged with prejudice each and every one of the Released Plaintiff Persons from any and all of the Released Defendant Claims; (b) forever be barred and enjoined from filing, commencing, intervening in, participating in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited to, filing an application or motion for preliminary or permanent injunctive relief) in any other lawsuit, arbitration or other proceeding in any jurisdiction that asserts any of the Released Defendant Claims against any or all of the Released Plaintiff Persons; and (c) have and be deemed to have covenanted not to sue any of the Released Plaintiff Persons with respect to any of the Released Defendant Claims.

8. Judgment Reduction and Release of Claims.

(a) In the event any Liquidating Agent obtains a judgment against any other party or parties relating to the Securities identified in Exhibit A or Exhibit B (a "Third Party Judgment"), and such other party or parties, in turn, successfully assert(s) a claim against any of the Released Defendant Persons relating to the Securities on the basis of contribution, indemnity or any other similar legal theory or claim (a "Claim Over"), the Liquidating Agents agree they will reduce the judgment or award they obtain or have obtained against the party asserting the Claim Over in a percentage calculated using the pro tanto rule, the proportionate rule or the pro rata rule, or such other rules as may apply in the relevant jurisdiction, whichever percentage is sufficient to cover fully or otherwise hold the Released Defendant Persons harmless in all respects from the other party's or parties' Claim Over against the Released Defendant Persons. The Liquidating Agents agree, with respect to a proceeding in which one or more of the Liquidating Agents is a party, that they shall consent to and join in, and with respect to all other proceedings consent to, any motion by the Released Defendant Persons seeking a determination

that this Agreement constitutes a release or settlement in good faith of any Claim Over in any such litigation.

(b) The Liquidating Agents further agree that, to the extent any of them settle, on or after the date of this Agreement, any claims they may have against any other party relating to the Securities and on which the Liquidating Agents provide a release to such other parties (a "Third Party Settlement"), the Liquidating Agents will use their good faith and best efforts to include in the Third Party Settlement a release from such other party in favor of the Released Defendant Persons (in a form equivalent to the releases contained herein) of any claims relating to the Securities on the basis of contribution, indemnity or any similar legal theory or claim under which the Released Defendant Persons would be liable to pay any part of such Third Party Settlement, provided however that in no event shall the Liquidating Agents be required to decline a settlement they otherwise deem acceptable because such third party refuses to release the Released Defendant Persons.

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

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

The Settling Parties acknowledge that inclusion of the provisions of this Section to this Agreement was a material and separately bargained for element of this Agreement.

9. Covenants by the JPM Defendants. Effective upon execution of this Agreement, the JPM Defendants, on behalf of themselves and all of the Releasing Defendant Persons, hereby covenant and agree that:

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

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

(c) No Releasing Defendant Person shall interfere with the Liquidating Agents' prosecution of any claims the Liquidating Agents have asserted against any other entity on any claims relating to the Securities.

(d) The Releasing Defendant Persons shall, without limiting their rights pursuant to Rule 45 of the Federal Rules of Civil Procedure and other applicable law, subject to all objections on the grounds of privilege, work product, relevance, and undue burden, and conditioned upon compliance with reasonable confidentiality provisions, use all reasonable efforts to comply with any subpoenas pursuant to Rule 45 of the Federal Rules of Civil Procedure served upon them by any of the Released Plaintiff Persons relating to claims the Liquidating Agents have asserted against any other entity relating to the Securities.

10. The obligations and benefits conferred in any confidentiality agreements entered into by the Settling Parties, governing confidentiality of information and documents shall remain in effect after the Effective Date, subject to the provisions of this Agreement. The Exhibits to this Agreement shall remain confidential.

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

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

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

(c) notwithstanding anything else in this Agreement, and consistent with the definition of Releasing Persons, no Released Claim is hereby released against any Released Person (to the extent such Released Person otherwise has a Released Claim) where such Released Person does not itself release Released Claims as provided in Paragraphs 5 and 7 above;

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

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

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

13. Right to Receive Benefits of the Securities.

Other than as specifically set forth in this Agreement, nothing herein prohibits, restricts, or limits any Releasing Plaintiff Person from receiving any benefits deriving from, or exercising any rights appurtenant to, the Releasing Plaintiff Person's interests in the Securities in the ordinary course, including, without limitation, the right to receive or assign payments from the Securities or to sell or otherwise dispose of their interests in the Securities.

14. This Agreement constitutes the entire agreement among the Settling Parties and overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter hereof. No modification of this Agreement shall be valid unless it is in writing, identified as an amendment to the Agreement and signed by all Settling Parties hereto.

15. Each of the Settling Parties submits to the personal jurisdiction of the United States District Court for the District of Columbia for purposes of implementing and enforcing the settlement embodied in this Agreement. The Settling Parties otherwise expressly reserve their jurisdictional rights to any action, suit or proceeding commenced outside the terms of this Agreement.

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

17. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York without regard to conflicts of law principles.

18. Except as otherwise expressly set forth herein, each Settling Party shall bear its own costs and expenses, including any and all legal and expert fees, incurred in connection with this Agreement and the Actions.

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

(a) If to the Liquidating Agents:

Michael J. McKenna and
John K. Ianno
Office of the General Counsel
National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314
mmckenna@ncua.gov

johni@ncua.gov

David C. Frederick
Kellogg, Huber, Hansen, Todd, Evans & Figel, P.L.L.C.
1615 M Street NW, Suite 400
Washington, D.C. 20036
dfrederick@khhte.com

(b) If to the JPM Defendants:

Alla Lerner
JPMorgan Chase & Co.
One Chase Manhattan Plaza
New York, New York 10081
alla.lerner@jpmorgan.com

Sharon L. Nelles
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
nelless@sullcrom.com

20. This Agreement is the result of arm's-length negotiation between the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Agreement. No provision of this Agreement shall be interpreted or construed against any Settling Party because that Settling Party or its legal representative drafted that particular provision. Any captions and headings contained in this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

21. Upon execution by the Settling Parties, this Agreement is binding upon and shall inure to the benefit of the Settling Parties, their successors, assigns, heirs, executors, legal representatives and administrators.

22. Non-Waiver.

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

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

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

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

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

26. Nothing in this Agreement shall be used as an admission or concession that JPMorgan Chase Bank, N.A., or any other Defendant, contractually assumed or is otherwise liable for any alleged liabilities or wrongdoing of Washington Mutual Bank ("WMB"), or otherwise waived any alleged contractual right unless expressly released herein or expressly released in any related agreement.

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

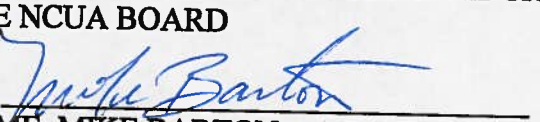
U.S. CENTRAL FEDERAL CREDIT UNION, BY ITS LIQUIDATING AGENT THE NCUA BOARD

BY: 
NAME: MIKE BARTON
TITLE: AUTHORIZED REPRESENTATIVE

WESTERN CORPORATE FEDERAL CREDIT UNION, BY ITS LIQUIDATING AGENT THE NCUA BOARD

BY: 
NAME: MIKE BARTON
TITLE: AUTHORIZED REPRESENTATIVE

SOUTHWEST CORPORATE FEDERAL CREDIT UNION, BY ITS LIQUIDATING AGENT THE NCUA BOARD

BY: 
NAME: MIKE BARTON
TITLE: AUTHORIZED REPRESENTATIVE

MEMBERS UNITED CORPORATE FEDERAL CREDIT UNION, BY ITS LIQUIDATING AGENT THE NCUA BOARD

BY: 
NAME: MIKE BARTON
TITLE: AUTHORIZED REPRESENTATIVE

CONSTITUTION CORPORATE FEDERAL CREDIT UNION, BY ITS LIQUIDATING AGENT THE NCUA BOARD

BY: 
NAME: MIKE BARTON
TITLE: AUTHORIZED REPRESENTATIVE

JPMORGAN CHASE BANK N.A.
J.P. MORGAN ACCEPTANCE CORPORATION I
J.P. MORGAN SECURITIES LLC
BOND SECURITIZATION LLC
BEAR STEARNS & CO., INC.
BEAR STEARNS ASSET BACKED SECURITIES I LLC
STRUCTURED ASSET MORTGAGE INVESTMENTS II INC.

By:_____
Stephen M. Cutler
General Counsel
JPMorgan Chase & Co.

Dated: Nov 19, 2013

WAMU ASSET ACCEPTANCE CORPORATION

By:_____
Anthony J. Horan
Vice President and Assistant Secretary

Dated: _____

WAMU CAPITAL CORPORATION

By:_____
Anthony J. Horan
Vice President and Assistant Secretary

Dated: _____

LONG BEACH SECURITIES CORPORATION

By:_____
Anthony J. Horan
Vice President and Assistant Secretary

Dated: _____

JPMORGAN CHASE BANK N.A.
J.P. MORGAN ACCEPTANCE CORPORATION I
J.P. MORGAN SECURITIES LLC
BOND SECURITIZATION LLC
BEAR STEARNS & CO., INC.
BEAR STEARNS ASSET BACKED SECURITIES I LLC
STRUCTURED ASSET MORTGAGE INVESTMENTS II INC.

By:_____
Stephen M. Cutler
General Counsel
JPMorgan Chase & Co.

Dated: _____

WAMU ASSET ACCEPTANCE CORPORATION

By:_____
Anthony J. Horan
Vice President and Assistant Secretary

Dated: 19 November 2013

WAMU CAPITAL CORPORATION

By:_____
Anthony J. Horan
Vice President and Assistant Secretary

Dated: 19 November 2013

LONG BEACH SECURITIES CORPORATION

By:_____
Anthony J. Horan
Vice President and Assistant Secretary

Dated: 19 November 2013

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 19th day of November, 2013, by, between, and among the following undersigned parties (collectively, "Parties"): the Federal Deposit Insurance Corporation as Receiver for Strategic Capital Bank, the Federal Deposit Insurance Corporation as Receiver for Citizens National Bank, the Federal Deposit Insurance Corporation as Receiver for Colonial Bank, the Federal Deposit Insurance Corporation as Receiver for Guaranty Bank, the Federal Deposit Insurance Corporation as Receiver for Irwin Union Bank and Trust Company, and the Federal Deposit Insurance Corporation as Receiver for United Western Bank (collectively, "FDIC-R"), on the one hand, and JPMorgan Chase & Co., Chase Mortgage Finance Corp., J.P. Morgan Securities LLC (including as successor to Bears, Stearns & Co. Inc.), JPMorgan Securities Holdings LLC, The Bear Stearns Companies LLC, Bear Stearns Asset Backed Securities I LLC, Structured Asset Mortgage Investments II Inc., J.P. Morgan Acceptance Corporation I, WaMu Asset Acceptance Corporation, Washington Mutual Mortgage Securities Corp., Long Beach Securities Corp., and WaMu Capital Corporation (collectively, "JPMC"), on the other.[1]

WHEREAS:

Prior to May 22, 2009, Strategic Capital Bank ("Strategic") was a depository institution organized and existing under the laws of Illinois. On May 22, 2009, Strategic was closed by the Illinois Department of Financial and Professional Regulation, Division of Banking and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the Federal Deposit Insurance Corporation as Receiver succeeded to all rights, titles, powers and privileges of Strategic, including those with respect to its assets.

Prior to May 22, 2009, Citizens National Bank ("Citizens") was a depository institution organized and existing under the laws of the United States. On May 22, 2009, Citizens was closed by the Office of the Comptroller of the Currency and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the Federal Deposit Insurance Corporation as Receiver succeeded to all rights, titles, powers and privileges of Citizens, including those with respect to its assets.

Prior to August 14, 2009, Colonial Bank ("Colonial") was a depository institution organized and existing under the laws of Alabama. On August 14, 2009, Colonial was closed by the Alabama State Banking Department and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the Federal Deposit Insurance Corporation as Receiver succeeded to all rights, titles, powers and privileges of Colonial, including those with respect to its assets.

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[1] Citizens National Bank, Strategic Capital Bank, Colonial Bank, Guaranty Bank, Irwin Union Bank and Trust Company, and United Western Bank will collectively be referred to herein as the "Failed Banks."

Prior to August 21, 2009, Guaranty Bank ("Guaranty") was a depository institution organized and existing under the laws of the United States. On August 21, 2009, Guaranty was closed by the Office of Thrift Supervision and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the Federal Deposit Insurance Corporation as Receiver succeeded to all rights, titles, powers and privileges of Guaranty, including those with respect to its assets.

Prior to September 18, 2009, Irwin Union Bank and Trust Company ("Irwin") was a depository institution organized and existing under the laws of the Indiana. On September 18, 2009, Irwin was closed by the Indiana Department of Financial Institutions and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the Federal Deposit Insurance Corporation as Receiver succeeded to all rights, titles, powers and privileges of Irwin, including those with respect to its assets.

Prior to January 21, 2011, United Western Bank ("United Western") was a depository institution organized and existing under the laws of the United States. On January 21, 2011, United Western was closed by the Office of Thrift Supervision and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the Federal Deposit Insurance Corporation as Receiver succeeded to all rights, titles, powers and privileges of United Western, including those with respect to its assets.

Among the assets of the Failed Banks to which the FDIC-R succeeded were any and all of the Failed Banks' claims, demands, and causes of actions arising from any person's action or inaction related to any loss incurred by the Failed Banks.

The FDIC-R has commenced ten pending residential mortgage-backed securities ("RMBS") lawsuits[2] ("Actions") and has also informed JPMC that it believes the FDIC as Receiver for United Western has claims against JPMC arising out of United Western's purchase of 17 RMBS. A list of the RMBS certificates in the Actions and the 17 RMBS purchased by United Western is set forth in Exhibit A.

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[2] The ten pending lawsuits the FDIC-R has brought against JPMC are: *FDIC as Receiver for Citizens National Bank and as Receiver for Strategic Capital Bank v. Bear Stearns Asset Backed Securities I LLC*, No. 12 Civ. 4000 (S.D.N.Y.); *FDIC as Receiver for Guaranty Bank v. J.P. Morgan Securities LLC*, No. D-1-GN-12-002517 (Tex. Dist. Ct. Travis County); *FDIC as Receiver for Guaranty Bank v. Ally Securities LLC*, No. D-1-GN-12-002522 (Tex. Dist. Ct. Travis County); *FDIC as Receiver for Colonial Bank v. Chase Mortgage Finance Corp.*, No. 12 Civ. 6166 (S.D.N.Y.); *FDIC as Receiver for Colonial Bank v. Citigroup Mortgage Loan Trust, Inc.*, No. 03-CV-2012-901036.000 (Cir. Ct. of Montgomery County, Ala.); *FDIC as Receiver for Colonial Bank v. Countrywide Securities Corp.*, No. 12-cv-08317 (C.D. Cal.); *FDIC as Receiver for Irwin Bank v. J.P. Morgan Acceptance Corp.*, No. 03C01-1209-PL-4731 (Ind. Cir. Ct. Bartholomew County); *FDIC as Receiver for Irwin Bank v. J.P. Morgan Acceptance Corp.*, No. 03C01-1209-PL-4729 (Ind. Cir. Ct. Bartholomew County); *FDIC as Receiver for Strategic Capital Bank v. J.P. Morgan Securities LLC*, No. 13-56781 (9th Cir.); and *FDIC as Receiver for Colonial Bank v. Countrywide Securities Corp.*, No. 13-56783 (9th Cir.).

JPMC denies all liability with respect to all claims that the FDIC-R has brought or threatened to bring on behalf of Failed Banks.

The Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of further litigation.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the Parties agree, each with the other, as follows:

1. **Payment.** As an essential covenant and condition to this Agreement, and as consideration for the releases and dismissals contained herein, JPMC shall pay or cause to be paid FIVE HUNDRED AND FIFTEEN MILLION, FOUR HUNDRED AND SIXTY-THREE THOUSAND, NINE HUNDRED AND SEVENTEEN DOLLARS and FIFTY-THREE CENTS ($515,463,917.53) to the FDIC-R ("Settlement Funds") in accordance with the terms of the agreement dated as of today's date among the United States Department of Justice ("DOJ"), JPMC and certain States (the "DOJ Agreement"). In the event that the Settlement Funds are not delivered to the DOJ in accordance with the terms of the DOJ Agreement, interest shall accrue on all unpaid amounts at the rate of 5 percent per annum from the date the payment was due under the terms of the DOJ Agreement until the date the DOJ receives payment. Without waiving any other rights that the FDIC-R may have, in the event that all Settlement Funds (including all accrued interest) are not received by the DOJ within a reasonable time after the receipt of written payment processing instructions by the DOJ, then the FDIC-R, in its sole discretion, shall have the right to declare this Agreement null and void, shall have the right to extend this Agreement for any period of time until it receives all Settlement Funds (including all accrued interest), and/or shall have the right to enforce this Agreement, in which event JPMC agrees to jurisdiction in the United States District Court for the Southern District of New York. The prevailing party in any such litigation agrees to pay the other's reasonable attorney's fees. Any decision by the FDIC-R to extend the terms of this Agreement or to accept a portion of the Settlement Funds shall not prejudice its rights to declare this Agreement null and void at any time prior to receipt by the DOJ of all Settlement Funds (including all accrued interest) or to enforce the terms of this Settlement Agreement; provided however, that in the event the FDIC-R declares this Agreement null and void, the FDIC-R will return to JPMC all amounts paid to it under this Agreement.

2. **FDIC-R Releases.** Upon receipt of the Settlement Funds by the DOJ, the FDIC-R hereby releases JPMC and all of its parents, subsidiaries, and affiliates, together with each of their shareholders, officers, directors, employees, attorneys and other agents, but solely in their capacities as such, (collectively, the "JPMC Releasees") from any and all claims, demands, actions, causes of action, and liabilities of any type, whether known or unknown, whether disclosed or undisclosed, whether accrued or unaccrued, whether fixed or contingent, whether direct or indirect, and whether at law or in equity, based upon or relating to any Failed Bank's purchase, ownership, or sale of the RMBS certificates identified on Exhibit A, including but not limited to the facts, transactions,

representations, or omissions alleged in the complaints and amended complaints filed in the Actions, and all claims arising out of United Western's purchase, ownership, or sale of 17 residential mortgage-backed securities. The FDIC-R does not release its claims against the non-JPMC defendants in the Actions (collectively, the "Remaining Defendants").

3. **Dismissal of JPMC.** Upon receipt of the Settlement Funds by the DOJ, the FDIC-R shall move to dismiss JPMC from the Actions with prejudice. The FDIC-R and JPMC agree to enter stipulations providing that the dismissals in the Actions shall be with prejudice, with each party to bear its own costs.

4. **JPMC Releases.** Upon dismissal of the Actions with prejudice, JPMC and its respective heirs, executors, administrators, agents, representatives, successors, and assigns, shall release and discharge the FDIC-R, and its employees, officers, directors, representatives, successors, and assigns, from any and all claims, demands, actions, causes of action, and liabilities of any type, whether known or unknown, whether disclosed or undisclosed, whether accrued or unaccrued, whether fixed or contingent, whether direct or indirect, and whether at law or in equity, based upon or relating to the facts, transactions, representations, or omissions alleged in the complaints and amended complaints filed in the Actions and all claims arising out of United Western's purchase of 17 RMBS.

5. **Release of All Indemnification Claims Against FDIC Corporate and Against FDIC as Receiver for Washington Mutual Bank, N.A.** JPMC hereby irrevocably waives any right that it otherwise might have to seek (and in any event agrees that it shall not seek) any form of indemnification, reimbursement or contribution from the FDIC in any capacity, including the FDIC in its Corporate Capacity or the FDIC as Receiver of Washington Mutual Bank, for any payment that is a portion of the Settlement Amount set forth in Paragraph 1 of the DOJ Agreement or of the Consumer Relief set forth in Paragraph 2 of the DOJ Agreement (total $13 billion), including payments to the United States, the States (California, Delaware, Illinois, and Massachusetts), FHFA, NCUA, FDIC, and New York made pursuant to Paragraphs 1 and 2 of the DOJ Agreement.

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

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

The Parties acknowledge that inclusion of the provisions of this Section to this Agreement was a material and separately bargained-for element of this Agreement. The Parties further acknowledge that the releases granted herein are specific releases, not general releases.

7. **Authority.** The FDIC-R represents that under the Federal Deposit Insurance Act, the Federal Deposit Insurance Corporation is authorized to be appointed as receiver for failed depository institutions and that it succeeded to all rights, titles, powers, and privileges of the Failed Banks, and any shareholder, member, accountholder, depositor, officer, and director of the Failed Banks with respect to each Failed Bank and the assets of that Failed Bank, including, but not limited to, the Failed Banks' claims against JPMC. The FDIC-R further represents that it is empowered to sue and complain in any court of law to pursue, *inter alia*, the claims against JPMC asserted in the Actions. Each Party represents that it has full authority to enter this Agreement and that it has the full power and authority to bind such Party to each and every provision of the Agreement.

8. **Certain FDIC Claims Not Released.** The Federal Deposit Insurance Corporation, in any capacity, shall not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed (provided, that this provision shall not be construed as an acknowledgment that any such claims or causes of action exist or are valid):

    a. any claims or causes of action against JPMC or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to the Federal Deposit Insurance Corporation, any financial institutions in receivership, other financial institutions, or any other person or entity, including without limitation any claims acquired by the Federal Deposit Insurance Corporation as successor in interest to any financial institutions in receivership or any person or entity other than financial institutions in receivership, excluding for avoidance of doubt any claims expressly released in the Agreement;

    b. any claims or causes of action against JPMC or any other person or entity relating in any way to the London Interbank Offered Rate;

    c. any claims or causes of action arising under a contract governing the sale, transfer, or servicing of mortgage loans or pools of mortgage loans (including, without limitation, and for the avoidance of doubt, repurchase claims, put-back claims, and any other claim under any Pooling and Servicing Agreement, Assignment and Recognition Agreement, Mortgage Loan Purchase Agreement, or other substantially similar agreement), where neither the Failed Banks nor the Federal Deposit Insurance Corporation, in any capacity, are signatories, relating to any breach or violation of any representation or warranty as to loans originated, purchased, acquired, transferred, securitized, or collateralizing the RMBS certificates identified on Exhibit A or any other securities, and that could result in an economic benefit to FDIC-R at the expense of JPMC;

d. any claims or causes of action by the Federal Deposit Insurance Corporation in any capacity other than as Receiver for the Failed Banks; and

e. any claims or causes of action against any person or entity not expressly released in this Agreement.

9. **Enforcement.** Except as otherwise expressly stated herein, nothing in the Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition, or any other administrative enforcement action which may arise by operation of law, rule, or regulation.

10. **Actions of the United States.** Notwithstanding any other provision of this Agreement, this Agreement shall not be construed as or interpreted as waiving, or intending to waive, any claims that could be brought by the United States or any department, agency, or instrumentality thereof (other than the FDIC-R), including, but not limited to, through the United States Department of Justice or any United States Attorney's Office.

11. **No Confidentiality.** JPMC and the FDIC-R acknowledge and agree that this Agreement shall not be confidential and will be disclosed pursuant to the Federal Deposit Insurance Corporation's applicable policies, procedures, and other legal requirements.

12. **No Admission of Liability.** The Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and that the Agreement is not an admission or evidence of liability by any of them regarding any claim, all of which are expressly disputed. The Parties further acknowledge that they may not base any claim of waiver or estoppel in any other matter upon the execution of the Agreement or payment of consideration described herein.

13. **No Acknowledgment or Admission.** Nothing in either this Agreement or the DOJ Agreement shall constitute an admission or imply that JPMorgan Chase Bank, N.A. or any of its subsidiaries or affiliates became successor-in-interest to Washington Mutual Bank, WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp. or assumed any particular liability of Washington Mutual Bank, WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp. when JPMorgan Chase Bank, N.A. purchased the assets and assumed certain liabilities of Washington Mutual Bank pursuant to the Purchase and Assumption Agreement dated September 25, 2008 between JPMorgan Chase Bank, N.A. and the Federal Deposit Insurance Corporate in its corporate capacity and its capacity as Receiver for Washington Mutual Bank

14. **Representations and Acknowledgements.**

a. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all

parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the party or parties subscribed thereto upon the execution by all parties to the Agreement.

b. Binding Effect. Each of the Parties represents and warrants that they are a party hereto or are authorized to sign this Agreement on behalf of the respective party, and that they have the full power and authority to bind such party to each and every provision of the Agreement. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, representatives, successors and assigns.

c. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of New York, without regard to conflicts of law principles.

d. Jurisdiction. All Parties hereto submit to the personal jurisdiction of the United States District Court for the Southern District of New York, or to the Supreme Court of New York for New York County in the event that federal subject matter jurisdiction is lacking, for purposes of implementing and enforcing the settlement embodied in this Agreement.

e. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about such matters. The Agreement may not be amended or modified except by another written instrument signed by the Parties.

f. Reasonable Cooperation. The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing or causing their agents and attorneys to do whatever is reasonably necessary to effectuate the signing, delivery, and execution of any documents necessary to perform the terms of this Agreement.

g. Advice of Counsel. Each party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that the Agreement has been explained to that party by his or her counsel.

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

Federal Deposit Insurance Corporation
Attn: Assistant General Counsel – Professional Liability & Financial Crimes Section
3501 Fairfax Drive
Arlington, VA 22226

With a copy to:

David J. Grais (dgrais@graisellsworth.com)
Grais & Ellsworth LLP
1211 Avenue of the Americas
New York, New York 10036

Attorneys for Plaintiffs

JPMorgan
Stacey Friedman (stacey.friedman@chase.com)
JPMorgan Chase & Co.
383 Madison Avenue
6th Floor
Mail Code NY1-M040
New York, NY 10179

With a copy to:

Robert A. Sacks (sacksr@sullcrom.com)
Sullivan & Cromwell LLP
1888 Century Park East
Los Angeles, CA 90067

-and-

Andrew W. Stern (astern@sidley.com)
Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019

Attorneys for the JPMorgan Defendants

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR STRATEGIC CAPITAL BANK

Date: November 19, 2013

BY: Patricia G. Butler

PRINT NAME: Patricia G. Butler

TITLE: Counsel

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR CITIZENS NATIONAL BANK

Date: November 19, 2013

BY: Patricia G Butler

PRINT NAME: Patricia G. Butler

TITLE: Counsel

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR COLONIAL BANK

Date: November 19, 2013

BY: Brian Simmonds

PRINT NAME: Brian Marshall Simmonds

TITLE: Counsel

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR GUARANTY BANK

Date: November 19, 2013

BY: Patricia G. Butler

PRINT NAME: Patricia G. Butler

TITLE: Counsel

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR IRWIN UNION BANK AND TRUST COMPANY

Date: November 19, 2013

BY: Brian Simmonds

PRINT NAME: Brian Marshall Simmonds

TITLE: Counsel

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR UNITED WESTERN BANK

Date: November 19, 2013

BY: Patricia G. Butler

PRINT NAME: Patricia G. Butler

TITLE: Counsel

JPMORGAN CHASE & CO., ON ITS OWN BEHALF AND ON BEHALF OF ALL OTHER ENTITIES IDENTIFIED ABOVE AS COLLECTIVELY "JPMC"

Date: Nov. 19, 2013

BY: [signature]

PRINT NAME: Stephen M. Cutler

TITLE: General Counsel

EXHIBIT A

BSABS 2007-AC5 A2
WFMBS 2007-7 A36
CHASE 2007-S4 A12
RFMSI 2006-S6 A13
CWALT 2005-13CB A8
CWALT 2005-65CB 2A4
CWALT 2005-46CB A14
CWALT 2006-12CB A8
SAMI 2005-AR7 5A2
SAMI 2007-AR6 A2
GPMF 2006-AR3 4A3
GPMF 2005-AR5 1A2
SAMI 2006-AR3 12A4
SAMI 2005-AR8 A5
SAMI 2005-AR4 A2
WAMU 2007-OA5 2A
WAMU 2007-OA4 2A
WAMU 2006-AR19 2A
WAMU 2006-AR19 2A1B
WAMU 2006-AR17 2A1B
WAMU 2006-AR15 2A1B
WAMU 2006-AR13 2A1B
WAMU 2006-AR11 2A1B
WAMU 2006-AR9 2A
WAMU 2006-AR9 2A1B
WAMU 2005-AR9 A2A
WMALT 2007-OA3 5A
JPALT 2006-A5 1M1
JPALT 2006-A3 1M1
JPALT 2007-A1 1M2
JPALT 2007-A1 1M3
CWALT 2005-46CB A2
CWALT 2005-46CB A14
WAMU 2006-AR11 LB2
WAMU 2006-AR11 3B2
WAMU 2006-AR7 B2
WMALT 2006-7 A1A
HMBT 2006-1 2A2
JPMMT 2006-A6 1A2

Federal Deposit Insurance Corporation

November 19, 2013

Robert A. Sacks
Sullivan & Cromwell LLP
1888 Century Park East
Los Angeles, CA 90067
sacksr@sullcrom.com

Dear Mr. Sacks:

I write in connection with the settlement agreement dated as of today's date between the Federal Deposit Insurance Corporation ("FDIC") as receiver for certain failed depository institutions and J.P. Morgan & Co. and certain of its affiliates and subsidiaries (collectively, "JPMC Defendants"). As you are aware, the FDIC has filed ten residential mortgage-backed securities ("RMBS") actions against JPMC Defendants[1] and as Receiver for United Western Bank ("United Western") has also informed JPMC Defendants that it has claims against JPMC Defendants arising out of United Western's purchase of 17 RMBS. While the FDIC as receiver for Citizens National Bank, Strategic Capital Bank, Guaranty Bank, Colonial Bank, Irwin Bank, and United Western is not a class member in any RMBS class action against JPMC Defendants, the FDIC as receiver for certain other failed depository institutions may also seek distributions from any class action resolution of RMBS claims.

This letter also is to confirm that, with the exceptions noted in the preceding paragraph, the FDIC in its capacity as receiver for failed depository institutions as of the date of this letter has no claims or causes of action currently under review or consideration based upon the purchase or sale of the RMBS against the JPMC Defendants or any of their affiliates and subsidiaries and is not aware of any such claims. The FDIC also is not aware of and has not

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[1] The ten pending lawsuits are: *FDIC as Receiver for Citizens National Bank and as Receiver for Strategic Capital Bank v. Bear Stearns Asset Backed Securities I LLC*, No. 12 Civ. 4000 (S.D.N.Y.); *FDIC as Receiver for Guaranty Bank v. J.P. Morgan Securities LLC*, No. D-1-GN-12-002517 (Tex. Dist. Ct. Travis County); *FDIC as Receiver for Guaranty Bank v. Ally Securities LLC*, No. D-1-GN-12-002522 (Tex. Dist. Ct. Travis County); *FDIC as Receiver for Colonial Bank v. Chase Mortgage Finance Corp.*, No. 12 Civ. 6166 (S.D.N.Y.); *FDIC as Receiver for Colonial Bank v. Citigroup Mortgage Loan Trust, Inc.*, No. 03-CV-2012-901036.000 (Cir. Ct. of Montgomery County, Ala.); *FDIC as Receiver for Colonial Bank v. Countrywide Securities Corp.*, No. 12-cv-08317 (C.D. Cal.); *FDIC as Receiver for Irwin Bank v. J.P. Morgan Acceptance Corp.*, No. 03C01-1209-PL-4731 (Ind. Cir. Ct. Bartholomew County); *FDIC as Receiver for Irwin Bank v. J.P. Morgan Acceptance Corp.*, No. 03C01-1209-PL-4729 (Ind. Cir. Ct. Bartholomew County); *FDIC as Receiver for Strategic Capital Bank v. J.P. Morgan Securities LLC*, No. 13-56781 (9th Cir.); and *FDIC as Receiver for Colonial Bank v. Countrywide Securities Corp.*, No. 13-56783 (9th Cir.).

asserted and will not assert any claims against any non-JPMC Defendant person arising out of the purchase or sale of the RMBS issued by the JPMC Defendants in the Actions against the JPMC Defendants or the 17 RMBS purchased by United Western.

Very truly yours,

Floyd I. Robinson
Acting Deputy General Counsel
Litigation and Resolutions Branch

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

BETTER MARKETS, INC.,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF JUSTICE, et al.,

Defendants.

Civil Action No. 14-190 (BAH)

[PROPOSED] ORDER

Upon consideration of Defendants' motion to dismiss and any responses or replies thereto, it is hereby

ORDERED that the motion is **GRANTED**; and it is

FURTHER ORDERED that this action is **DISMISSED**.

This is a final, appealable order. See Fed. R. App. P. 4(a).

SO ORDERED.

Dated: _____

_____
BERYL A. HOWELL
United States District Judge