

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

_____)	
UNITED STATES OF AMERICA, <i>et al.</i> ,)	
)	
Plaintiffs,)	Civil Action No. 12-0361
)	
v.)	Hon. John D. Bates
)	United States District Court Judge
BANK OF AMERICA CORP., <i>et al.</i> ,)	
)	ECF CASE
Defendants.)	
_____)	

NOTICE OF SUBMISSION OF ADDITIONAL SETTLEMENT AGREEMENTS

Defendants Bank of America Corp., Bank of America, N.A., Citigroup, Inc. Citibank, N.A., CitiMortgage, Inc., J.P. Morgan Chase & Co., J.P. Morgan Chase Bank, N.A., Residential Capital, LLC, Ally Financial, Inc., GMAC Mortgage, LLC, Wells Fargo & Co., and Wells Fargo Bank, N.A. (“Defendants”), by and through their undersigned counsel, respectfully submit the attached materials in relation to the Court’s consideration of the Consent Judgment. Plaintiffs do not oppose the submission of these additional materials.

Defendants state as follows:

1. Some or all of the Defendants have entered into additional agreements with several of the State Attorneys General.
2. These agreements are being filed with the Court to provide a more complete understanding of the terms of the proposed Consent Judgment and related litigation. The filing of these documents with the United States District Court for the District of Columbia is not intended to modify or otherwise impact the terms of the underlying agreements including the choice of law, venue or appropriate jurisdiction governing the additional agreements.

3. Exhibit A is a true and correct copy of an agreement among the Attorney General of the State of California, Bank of America Corporation, Wells Fargo & Company, J.P. Morgan Chase & Co., Citigroup, Inc., Citibank, N.A., CitiMortgage, Inc., and Ally Financial, Inc., as well as the exhibits thereto.

4. Exhibit B is a true and correct copy of an agreement among the Delaware Department of Justice, Bank of America, N.A., BAC Home Loans Servicing, LP, J.P. Morgan Chase Bank, N.A., Chase Home Finance LLC, EMC Mortgage Corporation, Wells Fargo Bank, N.A., Citigroup, Inc., Citibank, N.A., CitiMortgage, Inc., Ally Financial, Inc., GMAC Mortgage LLC, and Residential Capital, LLC.

5. Exhibit C is a true and correct copy of an agreement among the Attorney General of the State of Florida, Bank of America Corporation, Wells Fargo & Company, and J.P. Morgan Chase & Co.

6. Exhibit D is a true and correct copy of an agreement among the Commonwealth of Massachusetts, Bank of America, N.A., J.P. Morgan Chase Bank, N.A., Citibank, N.A., CitiMortgage, Inc., GMAC Mortgage, LLC and Wells Fargo Bank.

7. Exhibit E is a true and correct copy of an agreement among the Office of the Attorney General of the State of New York, Bank of America, N.A., BAC Home Loans Servicing, LP, J.P. Morgan Chase Bank, N.A., Chase Home Finance LLC, EMC Mortgage Corporation, Wells Fargo Bank, N.A., Citigroup, Inc., Citibank, N.A., CitiMortgage, Inc., Ally Financial, Inc., GMAC Mortgage LLC, and Residential Capital, LLC , which relates to a separate lawsuit filed against some of the defendants, MERSCORP, Inc. and Mortgage Electronic Registration Systems, Inc., in the Supreme Court of the State of New York.

8. Exhibit F is a true and correct copy of a letter agreement among the Office of the Attorney General of the State of New York, J.P. Morgan Chase Bank, N.A., Chase Home Finance LLC, Citibank, N.A., and CitiMortgage, Inc., the terms of which are deemed to be incorporated into the Consent Judgment.

9. Bank of America, N.A., Countrywide Financial Corporation and/or certain of their affiliated entities are also in the process of resolving litigation on matters related to the Consent Judgment with the Attorney General of the State of Arizona, the Attorney General of the State of Nevada, and the Attorney General of the State of Washington.

Respectfully submitted this 13th day of March, 2012.

/s/ Timothy K. Beeken
Timothy K. Beeken
N.Y. Bar No. 2492650
Mary Jo White
Andrew J. Ceresney
DEBEVOISE & PLIMPTON LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
tkbeeken@debevoise.com
mjwhite@debevoise.com
ajceresney@debevoise.com

*Counsel for J.P. Morgan Chase &
Co. and JPMorgan Chase Bank,
N.A.*

/s/ Jennifer M. O'Connor
Jennifer M. O'Connor
D.C. Bar No. 460352
WILMER CUTLER PICKERING
HALE AND DORR LLP
1875 Pennsylvania Avenue NW
Washington, D.C. 20006
Telephone: (202) 663-6000
Facsimile: (202) 663-6363
jennifer.o'connor@wilmerhale.com

Meyer G. Koplow
Martin J.E. Arms
Of Counsel
WACHTELL, LIPTON, ROSEN
AND KATZ
51 West 52nd Street
New York, NY 10019
Telephone: (212) 403-1000
Facsimile: (212) 403-2000
mgkoplow@wlrk.com
mjearms@wlrk.com

*Counsel for Bank of America
Corporation and Bank of America, N.A.*

/s/ Michael J. Missal
Michael J. Missal
D.C. Bar No. 367125
K&L GATES LLP
1601 K Street, NW
Washington, DC 20006-1600
Telephone: (202) 778-9000
Facsimile: (202) 778-9100
Michael.Missal@klgates.com

David L. Moskowitz
Deputy General Counsel
WELLS FARGO & COMPANY
MAC X2401-06T
1 Home Campus
Des Moines, IA 50328-0001
Telephone: (704) 374-6611
David.Moskowitz@wellsfargo.com

*Counsel for Wells Fargo & Co. and
Wells Fargo Bank, N.A.*

/s/ Michael J. Missal
Michael J. Missal
D.C. Bar No. 367125
K&L GATES LLP
1601 K Street, NW
Washington, DC 20006-1600
Telephone: (202) 778-9000
Facsimile: (202) 778-9100
Michael.Missal@klgates.com

Victoria Kiehl
General Counsel
CITIMORTGAGE, INC.
1000 Technology Drive
O'Fallon, Missouri 63368
Telephone: (636) 261-6499
victoria.kiehl@citi.com

*Counsel for Citigroup Inc., Citibank,
N.A., and CitiMortgage, Inc.*

/s/ Daniel P. Golden
Daniel P. Golden
D.C. Bar No. 489689
BRADLEY ARANT BOULT
CUMMINGS LLP
1615 L Street, NW, Suite 1350
Washington, DC 20036
Telephone: (202) 393-7150
Facsimile: (202) 347-1684
dgolden@babco.com

Robert R. Maddox
BRADLEY ARANT BOULT
CUMMINGS LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203
Telephone: (205) 521-8000
Facsimile: (205) 521-8800
rmaddox@babco.com

*Counsel for Ally Financial, Inc.,
Residential Capital, LLC, and
GMAC Mortgage, LLC*

Exhibit A

Agreement Among the California Attorney General and Servicers

The Attorney General of the State of California ("AG"), Bank of America Corporation, Wells Fargo & Company, and JPMorgan Chase & Co., ("Servicers") (collectively "the Parties"), in anticipation of, and in consideration of entering into the National Servicing Agreement, hereby agree to the terms of the California Agreement attached hereto as Exhibit A, provided, however, that this agreement is conditioned on and is not effective until and unless:

- (1) the Agreement Regarding Origination Claims attached hereto as Exhibit B has been agreed to and executed by the servicers who enter into the National Servicing Agreement;
- (2) the State Release in final form in the National Servicing Agreement includes the phrase "other conduct in connection with investors or purchasers in or of securities" in each location where redlined/underlined in Exhibit C attached hereto;
- (3) the AG reviews and approves the final and complete terms of the National Servicing Agreement; and
- (4) the United States District Court for the District of Columbia has entered an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February 9, 2012

By: TAUL LITSEY by MJD
Deputy General Counsel
WELLS FARGO & COMPANY

Dated: February __, 2012

By: _____

JPMORGAN CHASE & CO.

Dated: February __, 2012

By: _____

KAMALA D. HARRIS
Attorney General of the State of California

Dated: February 9, 2012

By: MB
MICHAEL TRONCOSO
Senior Counsel to the Attorney General

Agreement Among the California Attorney General and Servicers

The Attorney General of the State of California ("AG"), Bank of America Corporation, Wells Fargo & Company, and JPMorgan Chase & Co., ("Servicers") (collectively "the Parties"), in anticipation of, and in consideration of entering into the National Servicing Agreement, hereby agree to the terms of the California Agreement attached hereto as Exhibit A, provided, however, that this agreement is conditioned on and is not effective until and unless:

- (1) the Agreement Regarding Origination Claims attached hereto as Exhibit B has been agreed to and executed by the servicers who enter into the National Servicing Agreement;
- (2) the State Release in final form in the National Servicing Agreement includes the phrase "other conduct in connection with investors or purchasers in or of securities" in each location where redlined/underlined in Exhibit C attached hereto;
- (3) the AG reviews and approves the final and complete terms of the National Servicing Agreement; and
- (4) the United States District Court for the District of Columbia has entered an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February __, 2012

By: _____

WELLS FARGO & COMPANY

Dated: February 9, 2012

By: Wg Hill
EVP

JPMORGAN CHASE & CO.

Dated: February __, 2012

By: _____

KAMALA D. HARRIS
Attorney General of the State of California

Dated: February __, 2012

By: _____

MICHAEL TRONCOSO
Senior Counsel to the Attorney General

Agreement Among the California Attorney General and Servicers

The Attorney General of the State of California ("AG"), Bank of America Corporation, Wells Fargo & Company, and JPMorgan Chase & Co., ("Servicers") (collectively "the Parties"), in anticipation of, and in consideration of entering into the National Servicing Agreement, hereby agree to the terms of the California Agreement attached hereto as Exhibit A, provided, however, that this agreement is conditioned on and is not effective until and unless:

- (1) the Agreement Regarding Origination Claims attached hereto as Exhibit B has been agreed to and executed by the servicers who enter into the National Servicing Agreement;
- (2) the State Release in final form in the National Servicing Agreement includes the phrase "other conduct in connection with investors or purchasers in or of securities" in each location where redlined/underlined in Exhibit C attached hereto;
- (3) the AG reviews and approves the final and complete terms of the National Servicing Agreement; and
- (4) the United States District Court for the District of Columbia has entered an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February __, 2012

By: _____

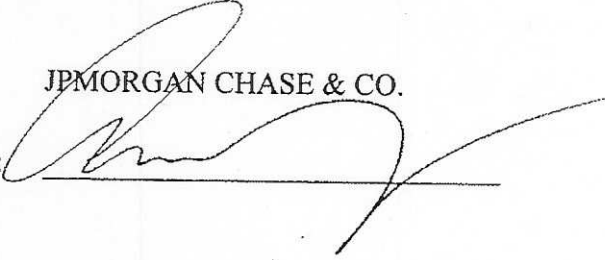
WELLS FARGO & COMPANY

Dated: February __, 2012

By: _____

JPMORGAN CHASE & CO.

Dated: February 8, 2012

By:  _____

KAMALA D. HARRIS
Attorney General of the State of California

Dated: February __, 2012

By: _____

MICHAEL TRONCOSO
Senior Counsel to the Attorney General

EXHIBIT A to Agreement Among the California Attorney General and Servicers

The California Agreement

- Agreement. Through a separate agreement, each of Bank of America Corporation, Wells Fargo & Company and JPMorgan Chase & Co. (“Servicers”) agree to undertake a total of \$12 billion of activities (\$8.1 billion by Bank of America, \$1.95 billion by Wells Fargo, and \$1.95 billion by JPMorgan Chase), as set forth below, with respect to mortgages on residential properties located in the State of California (“the California Agreement”).
- Crediting Mechanism. Servicer shall receive credit against its obligations under the California Agreement for any principal reduction on first or second liens (including reductions through loan modifications, deeds-in-lieu or short sales) on Properties located in California, only to the extent that such activity would qualify for credit under the General Framework for Consumer Relief and Table 1 thereof. However, Servicer shall receive dollar for dollar credit for each such activity. There shall not be any percentage limits on the amount of credit available for any particular activity, except as specifically provided below with respect to conforming/nonconforming limitations.
 - Servicer will receive credit for first lien loan modification principal reduction on any loans in Servicer’s entire portfolio, except for loans owned by the GSEs. First lien loan modification principal reductions shall be subject to the conforming/nonconforming limitations contained in the Consent Judgment. [Minimum 85% conforming]
 - Servicer will receive credit for second lien, short sale and deed-in-lieu principal reduction on any loans in Servicer’s entire portfolio. Short sales and deed-in-lieu principal reductions shall be subject to a minimum 75% conforming requirement.
 - Servicer shall receive an additional 25% credit against its obligations under the California Agreement for any first lien principal reduction taken within 12 months of its Start Date (defined herein as the later of (a) the announcement date of the National Servicing Agreement or (b) March 1, 2012) (e.g., a \$1 credit for Servicer activity would count as \$1.25), in the Hardest Hit California Counties. The Hardest Hit California Counties consist of the twelve California counties with the highest annualized foreclosure rate in the previous calendar year, as measured by Notice of Default filings.
 - Servicer shall receive an additional 15% credit against its obligations under the California Agreement for any first lien principal reduction taken within 12 months of its Start Date (e.g., a \$1 credit for Servicer activity would count as \$1.15), in counties other than the Hardest Hit California Counties.
 - Servicer shall complete 75% of its obligations under the California Agreement within two years of the Effective Date, as set forth in the Consent Judgment, and 100% of its obligations under the California Agreement within three years of the

Effective Date. Servicer shall not receive credit for any funds provided by federal or state governmental entities, including but not limited to HAMP incentives.

- Payment for Failure to Meet Obligations under the California Agreement. If Servicer fails to meet its obligations under the California Agreement within three years of the Effective Date, Servicer shall pay to the California Attorney General (“AG”) 50% of the unmet commitment amount, subject to a maximum payment of \$300 million with respect to Bank of America, and a maximum payment of \$200 million with respect to Wells Fargo and JPMorgan Chase (per Servicer); except that if the Servicer fails to meet the two year 75% obligation noted above, and then fails to meet the three year 100% obligation, the Servicer shall pay to the AG an amount equal to 65% of the unmet three-year obligation amount, subject to a maximum payment of \$400 million with respect to Bank of America, and a maximum payment of \$200 million with respect to Wells Fargo and JPMorgan Chase (per Servicer). If Servicer fails to meet both its obligations under the California Agreement and its commitment under the General Framework for Consumer Relief, Servicer shall pay to the AG an amount equal to the greater of (a) the amount owed to the AG under this provision; or (b) the amount owed to the AG under the General Framework for Consumer Relief, Section 10(d) (payment provisions). The purpose of all amounts payable hereunder is to induce Servicer to meet its obligations under the California Agreement and its commitment under the General Framework for Consumer Relief. The payment of such amount by Servicer to the AG shall satisfy Servicer’s obligations to the AG under both the foregoing provision of the California Agreement and the General Framework for Consumer Relief, Section 10(d).
- Role of the Monitor. Each quarter, the Monitor shall determine the amount of Consumer Relief credit that Servicer has earned towards its obligations under the California Agreement. At the one-, two-, and three-year points, the Monitor shall determine the amount of Consumer Relief credit that Servicer has earned towards its obligations under the California Agreement and shall determine any bonus and determine any payment owed pursuant to the above terms. Upon request of the AG, the Monitor shall provide all information in the Monitor’s possession concerning relief provided in California by the Servicer. In addition, the Servicer shall provide to the AG such further information regarding relief provided in California as reasonably requested.
- Disputes. Disputes over the Monitor’s reporting with respect to the California Agreement shall be resolved in the District Court for the District of Columbia. The AG may enforce any liquidated payment amount in California state court.

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EXHIBIT B to Agreement Among the California Attorney General and Servicers

Agreement Regarding Origination Claims

The Attorney General of the State of California ("AG") hereby enters into the following agreement with Servicers regarding certain origination claims, in connection with the National Servicing Agreement. For the purpose of this Agreement Regarding Origination Claims, the terms "Servicer" and "Servicers" are defined synonymously with the term "Bank" in the State Release contained in the National Servicing Agreement, with respect to each of the five following entities: Bank of America Corporation, Wells Fargo & Company, and JPMorgan Chase & Co., Citigroup, Inc., and Ally Financial, Inc. ("Servicers"). The AG and Servicers (collectively "the Parties"), in anticipation of, and in consideration of the Parties entering into the National Servicing Agreement, hereby agree as follows:

1. Notwithstanding any provisions to the contrary in the National Servicing Agreement or the Consent Judgment entered pursuant thereto, the following claims of the AG against the Servicers are preserved and not released or discharged:
 - Any claims that may be brought pursuant to the California Attorney General's authority under California Government Code Section 12989.3 and/or for violations of California Government Code Section 12955. [Cal. Fair Employment & Housing Act]
 - Any claims that may be brought pursuant to the California Attorney General's authority pursuant to California Business and Professions Code Section 320, but only in connection with inquiries involving individual loans and not with respect to inquiries, cases or claims with class action-type or mass action-type characteristics; only with respect to a claim for "actual fraud," which means, as one of the necessary elements, exclusively conduct involving an affirmative intent to deceive borrowers by Servicer or its employees; and only with respect to recovering actual direct borrower harm and not penalties or other remedies, whether denominated as consequential damages, punitive damages, disgorgement, equitable relief or otherwise. [Intervention at Direction of Cal. Department of Consumer Affairs]
 - Claims by the State of California based on actual fraud as defined in California Civil Code Sections 1709 and 1710 (1, 3 and 4) in connection with Covered Origination Conduct that occurred on loans made on or after July 1, 2009. The remedies under such claims shall be limited to recovery of actual direct borrower harm and not penalties or other remedies, whether denominated as consequential damages, punitive damages, disgorgement, equitable relief or otherwise. As used in this section, "actual fraud" means, as one of the necessary elements, exclusively conduct involving an affirmative intent to deceive borrowers by Servicer or its employees. For the avoidance of doubt, by executing its release of claims based on Covered Origination Conduct for loans made before July 1, 2009, California shall not forfeit or extinguish any rights it otherwise may have under applicable law to obtain information related to conduct that occurred on loans made before July 1, 2009 through subpoena, discovery or other appropriate legal proceedings.

2. The foregoing terms of this Agreement Regarding Origination Claims are effective upon the execution by the Parties of the National Servicing Agreement, and entry by the United States District Court for the District of Columbia of an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February __, 2012

By: _____

WELLS FARGO & COMPANY

Dated: February __, 2012

By: _____

JPMORGAN CHASE & CO.

Dated: February __, 2012

By: _____

CITIGROUP, INC.

Dated: February __, 2012

By: _____

ALLY FINANCIAL, INC.

Dated: February __, 2012

By: _____

KAMALA D. HARRIS

Attorney General of the State of California

Dated: February 10, 2012

By: Brian Nelson

~~MICHAEL TRONCOSO~~ BRIAN NELSON
Senior Counsel to the Attorney General
SPECIAL ASSISTANT

2. The foregoing terms of this Agreement Regarding Origination Claims are effective upon the execution by the Parties of the National Servicing Agreement, and entry by the United States District Court for the District of Columbia of an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February 9, 2012

By: JAVI LITSEY by MSA
Deputy General Counsel

WELLS FARGO & COMPANY

Dated: February __, 2012

By: _____

JPMORGAN CHASE & CO.

Dated: February __, 2012

By: _____

CITIGROUP, INC.

Dated: February __, 2012

By: _____

ALLY FINANCIAL, INC.

Dated: February __, 2012

By: _____

KAMALA D. HARRIS

Attorney General of the State of California

Dated: February __, 2012

By: _____

MICHAEL TRONCOSO

Senior Counsel to the Attorney General

2. The foregoing terms of this Agreement Regarding Origination Claims are effective upon the execution by the Parties of the National Servicing Agreement, and entry by the United States District Court for the District of Columbia of an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February __, 2012 By: _____

WELLS FARGO & COMPANY

Dated: February 9, 2012 By: W J H
EVP

JPMORGAN CHASE & CO.

Dated: February __, 2012 By: _____

CITIGROUP, INC.

Dated: February __, 2012 By: _____

ALLY FINANCIAL, INC.

Dated: February __, 2012 By: _____

KAMALA D. HARRIS
Attorney General of the State of California

Dated: February __, 2012 By: _____

MICHAEL TRONCOSO
Senior Counsel to the Attorney General

2. The foregoing terms of this Agreement Regarding Origination Claims are effective upon the execution by the Parties of the National Servicing Agreement, and entry by the United States District Court for the District of Columbia of an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February __, 2012

By: _____

WELLS FARGO & COMPANY

Dated: February __, 2012

By: _____

JPMORGAN CHASE & CO.

Dated: February 8, 2012

By:  _____

CITIGROUP, INC.

Dated: February __, 2012

By: _____

ALLY FINANCIAL, INC.

Dated: February __, 2012

By: _____

KAMALA D. HARRIS

Attorney General of the State of California

Dated: February __, 2012

By: _____

MICHAEL TRONCOSO

Senior Counsel to the Attorney General

made before July 1, 2009 through subpoena, discovery or other appropriate legal proceedings.

2. The foregoing terms of this Agreement Regarding Origination Claims are effective upon the execution by the Parties of the National Servicing Agreement, and entry by the United States District Court for the District of Columbia of an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February __, 2012

By: _____

WELLS FARGO & COMPANY

Dated: February __, 2012

By: _____

JPMORGAN CHASE & CO.

Dated: February __, 2012

By: _____

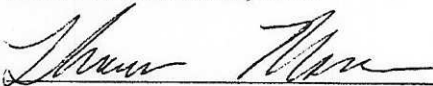
CITIGROUP, INC.

Dated: February __, 2012

By: _____

ALLY FINANCIAL, INC.

Dated: February 8, 2012

By: 

KAMALA D. HARRIS

Attorney General of the State of California

Dated: February __, 2012

By: _____

EXHIBIT B to Agreement Among the California Attorney General and Servicers

Agreement Regarding Origination Claims

The Attorney General of the State of California ("AG") hereby enters into the following agreement with Servicers regarding certain origination claims, in connection with the National Servicing Agreement. For the purpose of this Agreement Regarding Origination Claims, the terms "Servicer" and "Servicers" are defined synonymously with the term "Bank" in the State Release contained in the National Servicing Agreement, with respect to each of the five following entities: Bank of America Corporation, Wells Fargo & Company, and JPMorgan Chase & Co., Citigroup, Inc., and Ally Financial, Inc. ("Servicers"). The AG and Servicers (collectively "the Parties"), in anticipation of, and in consideration of the Parties entering into the National Servicing Agreement, hereby agree as follows:

1. Notwithstanding any provisions to the contrary in the National Servicing Agreement or the Consent Judgment entered pursuant thereto, the following claims of the AG against the Servicers are preserved and not released or discharged:

Cohbank,
NA

- Any claims that may be brought pursuant to the California Attorney General's authority under California Government Code Section 12989.3 and/or for violations of California Government Code Section 12955. [Cal. Fair Employment & Housing Act]
- Any claims that may be brought pursuant to the California Attorney General's authority pursuant to California Business and Professions Code Section 320, but only in connection with inquiries involving individual loans and not with respect to inquiries, cases or claims with class action-type or mass action-type characteristics; only with respect to a claim for "actual fraud," which means, as one of the necessary elements, exclusively conduct involving an affirmative intent to deceive borrowers by Servicer or its employees; and only with respect to recovering actual direct borrower harm and not penalties or other remedies, whether denominated as consequential damages, punitive damages, disgorgement, equitable relief or otherwise. [Intervention at Direction of Cal. Department of Consumer Affairs]
- Claims by the State of California based on actual fraud as defined in California Civil Code Sections 1709 and 1710 (1, 3 and 4) in connection with Covered Origination Conduct that occurred on loans made on or after July 1, 2009. The remedies under such claims shall be limited to recovery of actual direct borrower harm and not penalties or other remedies, whether denominated as consequential damages, punitive damages, disgorgement, equitable relief or otherwise. As used in this section, "actual fraud" means, as one of the necessary elements, exclusively conduct involving an affirmative intent to deceive borrowers by Servicer or its employees. For the avoidance of doubt, by executing its release of claims based on Covered Origination Conduct for loans made before July 1, 2009, California shall not forfeit or extinguish any rights it otherwise may have under applicable law to obtain information related to conduct that occurred on loans made before July 1, 2009 through subpoena, discovery or other appropriate legal proceedings.

2. The foregoing terms of this Agreement Regarding Origination Claims are effective upon the execution by the Parties of the National Servicing Agreement, and entry by the United States District Court for the District of Columbia of an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February __, 2012

By: _____

WELLS FARGO & COMPANY

Dated: February __, 2012

By: _____

JPMORGAN CHASE & CO.

Dated: February __, 2012

By: _____

Citibank, NA
CITIGROUP, INC. As parent of Citimortgage, INC.

Dated: February 9, 2012

By: *[Signature]*

SANJIV DAS
Senior Vice President

ALLY FINANCIAL, INC.

Dated: February __, 2012

By: _____

KAMALA D. HARRIS
Attorney General of the State of California

Dated: February __, 2012

By: _____

MICHAEL TRONCOSO
Senior Counsel to the Attorney General

EXHIBIT C to Agreement Among the California Attorney General and Servicers

~~Terms and Conditions~~ State Release

I. Covered Conduct

“Covered Conduct” shall mean residential mortgage loan servicing, residential foreclosure services, and residential mortgage loan origination services. For purposes of this Release, the term “Bank” means [Entity name], as well as its current and former parent corporations or other forms of legal entities, direct and indirect subsidiaries, brother or sister corporations or other forms of legal entities, divisions or affiliates, and the predecessors, successors, and assigns of any of them, as well as the current and former directors, officers, and employees of any of the foregoing. For the purposes of the Covered Conduct section alone, the term “Bank” shall include agents (including, without limitation, third-party vendors) of the Bank and the Bank is released from liability for the covered conduct acts of its agents (including, without limitation, third-party vendors). This Release does not release the agents (including, without limitation, third-party vendors) themselves for any of their conduct. For purposes of this Release, the term “residential mortgage loans” means loans secured by one- to four-family residential properties, irrespective of usage, whether in the form of a mortgage, deed of trust, or other security interest creating a lien upon such property or any other property described therein that secures the related mortgage note.

For purposes of this Release, “residential mortgage loan servicing” means all actions, errors or omissions of the Bank, arising out of or relating to servicing (including subservicing and master servicing) of residential mortgage loans from and after the closing of such loans, whether for the Bank’s account or for the account of others, including, but not limited to, the following: (1) Loan modification and other loss mitigation activities, including, without

limitation, extensions, forbearances, payment plans, short sales and deeds in lieu of foreclosure, and evaluation, approval, denial, and implementation of the terms and conditions of any of the foregoing; (2) Communications with borrowers relating to borrower accounts, including, without limitation, account statements and disclosures provided to borrowers; (3) Handling and resolution of inquiries, disputes or complaints by or on behalf of borrowers; (4) Collection activity related to delinquent borrower accounts; (5) Acceptance, rejection, application or posting of payments made by or on behalf of borrowers, including, without limitation, assessment and collection of fees or charges, placement of payments in suspense accounts and credit reporting; (6) Maintenance, placement or payment (or failure to make payment) of any type of insurance or insurance premiums, or claims activity with respect to any such insurance; (7) Payment of taxes, homeowner association dues, or other borrower escrow obligations, and creation and maintenance of escrow accounts; (8) Use, conduct or supervision of vendors, agents and contract employees, whether affiliated or unaffiliated, including, without limitation, subservicers and foreclosure and bankruptcy attorneys, in connection with servicing, loss mitigation, and foreclosure activities; (9) Adequacy of staffing, training, systems, data integrity or security of data that is unrelated to privacy issues, quality control, quality assurance, auditing and processes relating to the servicing of residential mortgage loans, foreclosure, bankruptcy, and property sale and management services; (10) Securing, inspecting, repairing, maintaining, or preserving properties before and after foreclosure or acquisition or transfer of title; (11) Servicing of residential mortgage loans involved in bankruptcy proceedings; (12) Obtaining, executing, notarizing, endorsing, recording, providing, maintaining, registering (including in a registry system), and transferring promissory notes, mortgages, or mortgage assignments or other similar documents, or transferring interests in such documents among and between servicers and owners,

and custodial functions or appointment of officers relating to such documents; (13) Decisions on disposition of residential mortgage loans, including, without limitation, whether to pursue foreclosure on properties, whether to assert or abandon liens and other claims and actions taken in respect thereof, and whether to pursue any particular loan modification or other form of loss mitigation; (14) Servicing of residential mortgage loans of borrowers who are covered by federal or state protections due to military status; (15) Licensing or registration of employees, agents, vendors or contractors, or designation of employees as agents of another entity; (16) Quality control, quality assurance, compliance, audit testing, oversight, reporting, or certification or registration requirements related to the foregoing; and (17) Trustee functions related to the servicing of residential mortgage loans.

For purposes of this Release, “residential foreclosure services” means all actions, errors or omissions of the Bank arising out of or relating to foreclosures on residential mortgage loans, whether for the Bank’s own account or for the account of others, including, but not limited to, the following: (1) Evaluation of accounts for modification or foreclosure referral; (2) Maintenance, assignment, recovery and preparation of documents that have been filed or otherwise used to initiate or pursue foreclosures, and custodial actions related thereto; (3) Drafting, review, execution and notarization of documents (including, but not limited to, affidavits, notices, certificates, substitutions of trustees, and assignments) prepared or filed in connection with foreclosures or sales of acquired properties, or in connection with remediation of improperly filed documents; (4) Commencement, advancement and finality of foreclosures, including, without limitation, any issues relating to standing, fees, or notices; (5) Acquisition of title post-foreclosure or in lieu of foreclosure; (6) Pursuit of pre- and post-foreclosure claims by the Bank, including, without limitation, the seeking of deficiency judgments when permitted by

law, acts or omissions regarding lien releases, and evictions and eviction proceedings; (7) Management, maintenance, and disposition of properties in default or properties owned or controlled by the Bank, whether prior to or during the foreclosure process or after foreclosure, and executing, notarizing, or recording any documents related to the sale of acquired properties; and (8) Trustee functions related to the foreclosure of residential mortgage loans.

For purposes of this Release, “residential mortgage loan origination services” means all actions, errors or omissions of the Bank arising out of or relating to the origination of, or the assistance in the origination of, residential mortgage loans, or the purchasing of residential mortgage whole loans, including, but not limited to, the following: (1) Advertising, solicitation, disclosure, processing, review, underwriting, closing and funding of borrower residential mortgage loans or lending services, including, without limitation, the charges, terms, pricing, and conditions of such loans or lending services; (2) Approving or denying loan applications; (3) Recommendation, offering or provision of loan products, including, without limitation, whether such products’ features or terms and conditions were appropriate for a particular borrower; (4) Valuation of the properties used as collateral for such loans, including, without limitation, use of employees, independent and vendor management appraisers, and alternative valuation methods such as AVMs and BPOs; (5) Use, referral, conduct or supervision of, or payment of fees or other forms of consideration to, vendors, agents or contract employees, whether affiliated or unaffiliated, and whether retained by the Bank, borrower or otherwise, including, without limitation, closing agents, appraisers, real estate agents, mortgage brokers, and providers of real estate settlement services; (6) Drafting and execution of residential mortgage loan documents and disclosures and the provision of such disclosures; (7) Obtaining or recording of collateral documents relating to the origination of residential mortgage loans, including, without limitation,

use of trustees or designees on mortgages or deeds of trust; (8) ~~{Licensing and registration of employees in connection with origination of residential mortgage loans} [for resolution with banking regulators]~~; (9) Quality control, quality assurance, or compliance audit testing, or oversight related to the origination of residential mortgage loans; and (10) Communications with borrowers related to the origination of residential mortgage loans.

II. Release of Covered Conduct

By its execution of this Consent Judgment, the Attorneys General and state banking regulators (“Regulators”), which are a party to this Agreement, release and forever discharge the Bank from the following: any civil or administrative claim, of any kind whatsoever, direct or indirect, that an Attorney General or ~~state banking regulator~~ Regulator, respectively, has or may have or assert, including, without limitation, claims for damages, fines, injunctive relief, remedies, sanctions, or penalties of any kind whatsoever based on, arising out of, or resulting from the Covered Conduct on or before the Effective Date, or any examination (or penalties arising from such an examination) relating to the Covered Conduct on or before the Effective Date, except for claims and the other actions set forth in Section III, below (collectively, the “Released Claims”).

This Release does not release any claims against any entity other than the Bank as defined in Section I above.

III. Claims and Other Actions Exempted from Release

Notwithstanding the foregoing and any other term of this Consent Judgment, the following claims are hereby not released and are specifically reserved:

1. Securities and securitization claims based on the offer, sale, or purchase of securities, or other conduct in connection with investors or purchasers in or of securities,

regardless of the factual basis of the claim, including such claims of the State or State entities as an owner, purchaser, or holder of whole loans, securities, derivatives or similar investments, including, without limitation, mortgage backed securities, collateralized debt obligations or structured investment vehicles, and including, but not limited to, such claims based on the following:

(a) the creation, formation, solicitation, marketing, assignment, transfer, offer, sale or substitution of securities, derivatives, or other similar investments, including, without limitation, mortgage backed securities, collateralized debt obligations, collateralized loan obligations, or structured investment vehicles;

(b) representations, warranties, certifications, or claims made regarding such securities or investments, such as representations, warranties, certifications or claims regarding origination, funding, and underwriting activities, and including the eligibility, characteristics, or quality of the mortgages or the mortgagors;

(c) the transfer, sale, conveyance, or assignment of mortgage loans to, and the purchase and acquisition of such mortgage loans by, the entity creating, forming and issuing the securities, derivatives or other similar investments relating to such mortgage loans;

(d) all servicing-, foreclosure-, and origination-related conduct, but solely to the extent that such claims are based on the offer, sale, or purchase of securities, or other conduct in connection with investors or purchasers in or of securities; and

(e) all Covered Conduct, but solely to the extent that such claims are based on the offer, sale, or purchase of securities, or other conduct in connection with investors or purchasers in or of securities.

For avoidance of doubt, securities and securitization claims based on the offer, sale, or purchase of securities, or other conduct in connection with investors or purchasers in or of securities, that are based on any source of law, including but not limited to false claims act or equivalent laws, securities laws, and common law breach of fiduciary duty, are not released.

2. Claims against a trustee or custodian or an agent thereof based on or arising out of the conduct of the trustee, custodian or such agent related to the pooling of residential mortgage loans in trusts, mortgage backed securities, collateralized debt obligations, collateralized loan obligations, or structured investment vehicles, including but not limited to the performance of trustee or custodial functions in such conduct.

3. Liability based on the Bank's obligations created by the Consent Judgment.

4. Obligations relating to assurances of voluntary compliance entered into between various states and Wells Fargo, N.A. in 2010, 2011, and 2012 relating to pay option ARMs.

5. Claims raised by the Illinois Attorney General in Illinois v. Wells Fargo & Co., et al., 2009-CH-26434.

6. Claims raised in State of Connecticut v. Acordia, Inc., X10-UNYCV-0704020455-S (currently pending before the Connecticut Supreme Court).

7. Claims against Mortgage Electronic Registration Systems, Inc. or MERSCORP, INC.

8. Claims arising out of alleged violations of fair lending laws that relate to discriminatory conduct in lending.

9. Claims of state, county and local pension or other governmental funds as investors (whether those claims would be brought directly by those pension or other

governmental funds or by the Office of the Attorney General as attorneys representing the pension or other governmental funds).

10. Tax claims, including, but not limited to, claims relating to real estate transfer taxes.

11. Claims of county and local governments and claims of state regulatory agencies having specific regulatory jurisdiction that is separate and independent from the regulatory and enforcement jurisdiction of the Attorney General, but not including claims of ~~state banking regulators~~ Regulators that are released herein.

12. Criminal enforcement of violations of state criminal laws.

13. Claims of county recorders, city recorders, and town recorders (or, for Hawaii only, where a statewide recording system is applicable and operated by the state, claims by Hawaii; and for Maryland, where the recording system is the joint responsibility of the counties or Baltimore City and the state, claims of the counties or Baltimore City and the state), for fees relating to the recordation or registration process, regardless of whether those claims would be brought directly by the recorders or through the Office of the Attorney General as attorneys representing the county recorders. ~~[Need to add description from Maryland as to their hybrid state/county system]~~

14. Claims and defenses asserted by ~~private~~ third parties, including individual mortgage loan borrowers, ~~in their personal capacity~~ on an individual or class basis.

15. Claims seeking injunctive or declaratory relief to clear a cloud on title where the Covered Conduct has resulted in a cloud on title to real property under state law; provided, however, that neither the Attorneys General ~~or state banking regulators~~ nor Regulators shall ~~not~~ otherwise take actions seeking to invalidate past assignments or foreclosures. For the avoidance

of doubt, nothing in this paragraph 15 releases, waives or bars any legal or factual argument related to the validity of past mortgage assignments or foreclosures that could be made in support of claims not released herein, including without limitation all claims preserved under paragraphs 1 through 16 of Part III of this Release.

16. Disciplinary proceedings brought by ~~state banking regulators~~ a Regulator against individual employees ~~involved in~~ with respect to mortgage loan origination conduct for misconduct or violations under state law.

17. Claims against Bank for reimbursement to a mortgage borrowers:

(a) That represent: (i) a fee imposed upon and collected from a mortgage borrower by Bank and retained by Bank which fee is later determined to have been specifically prohibited by applicable state law (an "Unauthorized Fee"), provided that such determination of impermissibility is not predicated, directly or indirectly, on a finding of a violation of any federal law, rule, regulation, agency directive or similar requirement; and (ii) an actual overpayment by a borrower resulting from a clear and demonstrable error in calculation of amounts due from said borrower; and

(b) That are subject to the following: (i) are identified in the course of a mandatory state regulatory compliance examination commenced after the Effective Date by one of the Regulators listed in Schedule "Z" attached hereto, which examination period is specifically limited to Bank's Covered Conduct beginning on January 1, 2011 and ending January 1, 2012; or (ii) are part of a state regulatory compliance examination that was open or in process as of the Effective Date; and

(c) That are not duplicative of any prior voluntary or involuntary payment to the affected loan borrower by Bank, whether directly or indirectly from any State Payment or other source.

Exhibit B

AGREEMENT

WHEREAS, on October 27, 2011, the Delaware Department of Justice ("the DEDOJ") filed a lawsuit against MERSCORP, INC. and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (collectively, "Defendants") alleging that Defendants, including in their role as agents for the Banks (as defined below), have engaged and continue to engage in acts and practices with respect to Delaware mortgage loans that have been registered in the MERS System ("MERS Lawsuit");

WHEREAS, the MERS Lawsuit alleges that Defendants have engaged and continue to engage in deceptive, fraudulent, and/or illegal acts in violation of the Delaware Deceptive Trade Practices Act, 6 Del. C § 2531 *et seq.*;

WHEREAS, Bank of America, N.A., BAC Home Loans Servicing, LP, JPMorgan Chase Bank, N.A., Chase Home Finance LLC, EMC Mortgage Corporation, Wells Fargo Bank, N.A., Citigroup, Inc., Citibank, N.A., CitiMortgage, Inc., Ally Financial, Inc., GMAC Mortgage LLC, and Residential Capital, LLC (collectively, "the Banks") are in the process of finalizing a Consent Judgment with the United States of America, the DEDOJ, and other state attorneys general to resolve certain claims relating to residential mortgage loan servicing, residential foreclosure practices, and residential mortgage origination services ("Servicing Consent Judgment");

WHEREAS, the Servicing Consent Judgment will include the release of certain claims, remedies, and penalties, and the terms of this release will be set forth in a document to be filed with the Servicing Consent Judgment ("the Release"); and

WHEREAS, the Banks neither admit nor deny the allegations in the MERS Lawsuit; and

NOW THEREFORE, the DEDOJ and the Banks hereby enter into this agreement ("Agreement"):

1. The Release in the Servicing Consent Judgment will explicitly carve out and preserve all DEDOJ claims raised in the MERS Lawsuit against the Defendants, and any similar claims – relating to the same types of acts, practices, or conduct set forth in the MERS Lawsuit relating to mortgages registered in the MERS system and loans secured by such mortgages (together, "MERS Loans") – that may be asserted in the future by the DEDOJ against the Banks, or their parents, subsidiaries, or affiliates. Specifically, Section III of the Release will include the following language when listing claims not released and specifically reserved: "Claims and remedies raised in *State of Delaware v. MERSCORP, Inc. et al.* (CA-NO-6987-CS), currently pending in the Court of Chancery for the State of Delaware, and any similar claims – relating to the same types of acts, practices, or conduct set forth in that lawsuit in connection with mortgages registered in

the MERS system and loans secured by such mortgages – that may be asserted in the future by the Delaware Department of Justice against Bank of America, N.A., BAC Home Loans Servicing, LP, JPMorgan Chase Bank, N.A., Chase Home Finance LLC, EMC Mortgage Corporation, Wells Fargo Bank, N.A., Citigroup, Inc., Citibank, N.A., CitiMortgage, Inc., Ally Financial, Inc., GMAC Mortgage LLC, Residential Capital, LLC, or their parents, subsidiaries, or affiliates." Nothing in the Release in the Servicing Consent Judgment will impact in any way the claims or remedies the DEDDOJ may pursue in the MERS Lawsuit.

2. The DEDDOJ preserves all claims for costs and damages suffered by Delaware borrowers, homeowners, or consumers that could be asserted against the Banks or their parents, subsidiaries, or affiliates based on conduct alleged in the MERS Lawsuit. However, the DEDDOJ agrees to release claims for damages against the Banks or their parents, subsidiaries, or affiliates where the claim for damages is based solely on evidence that a mortgage assignment or affidavit was notarized outside the presence of a notary, that a mortgage assignment or affidavit was executed by a Bank employee who did not read the assignment or affidavit prior to executing it, that an affidavit was not based on personal knowledge, or that a mortgage assignment was executed by a Bank or affiliated entity employee without reviewing the underlying property records relating to the assignment prior to executing the assignment, provided that nothing in this Agreement shall prohibit the DEDDOJ from: (a) seeking damages where there is other evidence that the assignment or affidavit is deceptive, fraudulent, unlawful, or otherwise invalid; or (b) presenting evidence to the Court that a mortgage assignment or affidavit was notarized outside the presence of a notary, that a mortgage assignment or affidavit was executed by a Bank or affiliated entity employee who did not read the assignment or affidavit prior to executing it, that an affidavit was not based on personal knowledge, or that a mortgage assignment was executed by a Bank or affiliated entity employee without reviewing the underlying property records relating to the assignment prior to executing the assignment.

3. The DEDDOJ releases all other monetary claims that could be asserted against the Banks and their parents, subsidiaries, or affiliates based on conduct alleged in the MERS Lawsuit, including but not limited to such claims under the Delaware Deceptive Trade Practices Act, 6 Del. C § 2531 *et seq.*, or any other such statutory or common law claim for penalties and claims for disgorgement.

4. The DEDDOJ agrees not to seek against the Banks or their parents, subsidiaries, or affiliates in the MERS Lawsuit the vacatur of any foreclosure judgment entered prior to the date of the filing of the MERS Lawsuit. The DEDDOJ explicitly preserves its right to seek and obtain any other injunctive relief in the MERS Lawsuit. Nothing in the forgoing shall be construed as an admission by any Bank or their parents, subsidiaries, or affiliates that the relief sought by the DEDDOJ is necessary or appropriate, and the Banks and their parents, subsidiaries, or affiliates fully reserve their right to contest both liability and remedies in the MERS Lawsuit or similar future litigation.

5. The Banks will pay a total of \$2,500,000 to the DEDOJ by wire transfer or certified check payable to the “State of Delaware – Consumer Protection Fund,” which shall be used in the sole discretion of the DEDOJ exclusively for the following purposes related to consumer protection efforts to address the mortgage and foreclosure crisis, financial fraud and deception, and housing-related conduct: (1) investigations, enforcement operations, litigation, and other initiatives conducted or overseen by the DEDOJ Fraud Division, including training and staffing, (2) the Delaware Automatic Residential Mortgage Foreclosure Mediation Program or any successor program, and (3) grants or other aid to agencies and organizations approved by the DEDOJ for consumer assistance, consumer education, credit and housing counseling, mediation programs, legal assistance, training, or staffing. The payment shall be made within 10 calendar days of the effective date of this Agreement, which shall be the date the Servicing Consent Judgment is entered with the DEDOJ as a party to it. If the payment is made by certified check, it shall be delivered to:

Delaware Department of Justice
Fraud Division, Consumer Protection Unit
820 N. French Street
Wilmington, Delaware 19801
ATTN: Ian R. McConnel, Division Chief

6. This Agreement is being entered into with the understanding that the DEDOJ will be a party to the Servicing Consent Judgment, and will only be effective when the Servicing Consent Judgment is entered with the DEDOJ as a party to it.

7. Nothing herein shall be construed as waiving any claim or remedy the DEDOJ may pursue in the MERS Lawsuit against MERSCORP, Inc. or Mortgage Electronic Registration Systems, Inc.

8. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Agreement has been made to or relied upon by the Banks in agreeing to this Agreement.

9. The Banks represent and warrant, through the signatures below, that the terms and conditions of this Agreement are duly approved, and execution of this Agreement is duly authorized.

10. This Agreement may not be amended except by an instrument in writing signed on behalf of all the parties to this Agreement.

11. Nothing contained herein shall be construed as to deprive any person who is not a party to this Agreement of any private right under the law.


12. This Agreement shall be governed by the laws of the State of Delaware without regard to any conflict of laws principles.

13. This Agreement constitutes the entire agreement between the DEDOJ and the Banks and supersedes any prior communication, understanding or agreement, whether written or oral, concerning the subject matter of this Agreement.

14. This Agreement may be executed in multiple counterparts.

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

Joseph R. Biden III
Attorney General of Delaware

By: 
Ian R. McConnell
Division Chief
Fraud Division

Dated: 3/6, 2012

BANK OF AMERICA, N.A., AND BAC HOME LOANS SERVICING, LP

Dated: _____, 2012 By: _____
Name & Title:

WELLS FARGO BANK, N.A.

Dated: _____, 2012 By: _____
Name & Title:

JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: _____, 2012 By: _____
Name & Title:

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: _____, 2012 By: _____
Name & Title:

ALLY FINANCIAL, INC., GMAC MORTGAGE LLC, AND RESIDENTIAL CAPITAL, LLC

Dated: _____, 2012 By: _____
Name & Title:

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

Joseph R. Biden III
Attorney General of Delaware

By: _____

Ian R. McConnel
Division Chief
Fraud Division

Dated: _____, 2012

BANK OF AMERICA, N.A., AND BAC HOME LOANS SERVICING, LP (through its successor-in-interest by de jure merger, BANK OF AMERICA, N.A.)

Dated: March 7, 2012

By: _____

Name & Title: _____

Jana J. Litsey
Deputy General Counsel

WELLS FARGO BANK, N.A.

Dated: _____, 2012

By: _____

Name & Title: _____

JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: _____, 2012

By: _____

Name & Title: _____

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: _____, 2012

By: _____

Name & Title: _____

ALLY FINANCIAL, INC., GMAC MORTGAGE LLC, AND RESIDENTIAL CAPITAL, LLC

Dated: _____, 2012

By: _____

Name & Title: _____

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

Joseph R. Biden III
Attorney General of Delaware

By: _____

Ian R. McConnel
Division Chief
Fraud Division

Dated: _____, 2012

BANK OF AMERICA, N.A., AND BAC HOME LOANS SERVICING, LP

Dated: _____, 2012

By: _____
Name & Title: _____

WELLS FARGO BANK, N.A.

Dated: 3-5, 2012

By: 
Name & Title: MICHAEL J HELD
EVP

JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: _____, 2012

By: _____
Name & Title: _____

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: _____, 2012

By: _____
Name & Title: _____

ALLY FINANCIAL, INC., GMAC MORTGAGE LLC, AND RESIDENTIAL CAPITAL, LLC

Dated: _____, 2012

By: _____
Name & Title: _____

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

Joseph R. Biden III
Attorney General of Delaware

By: _____

Ian R. McConnel
Division Chief
Fraud Division

Dated: _____, 2012

BANK OF AMERICA, N.A., AND BAC HOME LOANS SERVICING, LP

Dated: _____, 2012

By: _____
Name & Title:

WELLS FARGO BANK, N.A.

Dated: _____, 2012

By: _____
Name & Title:

JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: MARCH 6, 2012

By: 
Name & Title:

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: _____, 2012

By: _____
Name & Title:

ALLY FINANCIAL, INC., GMAC MORTGAGE LLC, AND RESIDENTIAL CAPITAL, LLC

Dated: _____, 2012

By: _____
Name & Title:

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

Joseph R. Biden III
Attorney General of Delaware

By: _____

Ian R. McConnel
Division Chief
Fraud Division

Dated: _____, 2012

BANK OF AMERICA, N.A., AND BAC HOME LOANS SERVICING, LP

Dated: _____, 2012

By: _____
Name & Title:

WELLS FARGO BANK, N.A.

Dated: _____, 2012

By: _____
Name & Title:

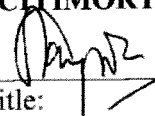
JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: _____, 2012

By: _____
Name & Title:

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: 3-6, 2012

By: 
Name & Title: SANJIV DAS
CEO Citimortgage, INC.

ALLY FINANCIAL, INC., GMAC MORTGAGE LLC, AND RESIDENTIAL CAPITAL, LLC

Dated: _____, 2012

By: _____
Name & Title:

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

Joseph R. Biden III
Attorney General of Delaware

By: _____

Ian R. McConnel
Division Chief
Fraud Division

Dated: _____, 2012

BANK OF AMERICA, N.A., AND BAC HOME LOANS SERVICING, LP

Dated: _____, 2012

By: _____
Name & Title:

WELLS FARGO BANK, N.A.

Dated: _____, 2012

By: _____
Name & Title:

JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: _____, 2012

By: _____
Name & Title:

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: _____, 2012

By: _____
Name & Title:

ALLY FINANCIAL, INC.


By: 

Dated: March 6, 2012

Name & Title:

Chief mortgage operations officer

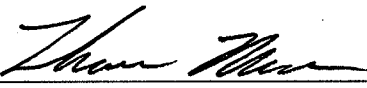
GMAC MORTGAGE LLC

By: 

Dated: March 6, 2012

Name & Title:

RESIDENTIAL CAPITAL, LLC

By: 

Dated: March 6, 2012

Name & Title: Chief Executive Officer

Exhibit C

Agreement between the Florida Attorney General and Servicers

The Attorney General of the State of Florida ("AG"), Bank of America Corporation, Wells Fargo & Company, and JPMorgan Chase & Co. ("Servicers") (collectively "the Parties"), in anticipation of entering into the National Servicing Agreement, hereby agree to the terms of the Florida Agreement attached hereto as Exhibit A, provided, however, that this agreement is conditioned on and is not effective until and unless:

- (1) the AG reviews and approves the final and complete terms of the National Servicing Agreement; and
- (2) the United States District Court for the District of Columbia has entered an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February __, 2012

By: _____

WELLS FARGO & COMPANY

Dated: February __, 2012

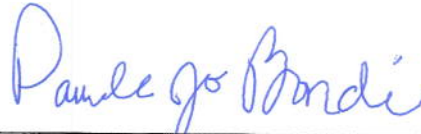
By: _____

JPMORGAN CHASE & CO.

Dated: February __, 2012

By: _____

Dated: February 9th, 2012



PAMELA JO BONDI
Attorney General of the State of Florida

Dated: February 9th, 2012



Patricia A. Connors
Associate Deputy Attorney General

Agreement between the Florida Attorney General and Servicers

The Attorney General of the State of Florida ("AG"), Bank of America Corporation, Wells Fargo & Company, and JPMorgan Chase & Co. ("Servicers") (collectively "the Parties"), in anticipation of entering into the National Servicing Agreement, hereby agree to the terms of the Florida Agreement attached hereto as Exhibit A, provided, however, that this agreement is conditioned on and is not effective until and unless:

(1) the AG reviews and approves the final and complete terms of the National Servicing Agreement; and

(2) the United States District Court for the District of Columbia has entered an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February 9, 2012

By: _____

WELLS FARGO & COMPANY

Dated: February __, 2012

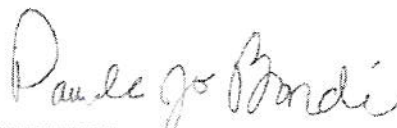
By: _____

JPMORGAN CHASE & CO.

Dated: February __, 2012

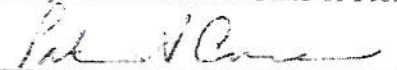
By: _____

Dated: February 9th, 2012



PAMELA JO BONDI
Attorney General of the State of Florida

Dated: February 9th, 2012



Patricia A. Connors
Associate Deputy Attorney General

Agreement between the Florida Attorney General and Servicers

The Attorney General of the State of Florida ("AG"), Bank of America Corporation, Wells Fargo & Company, and JPMorgan Chase & Co. ("Servicers") (collectively "the Parties"), in anticipation of entering into the National Servicing Agreement, hereby agree to the terms of the Florida Agreement attached hereto as Exhibit A, provided, however, that this agreement is conditioned on and is not effective until and unless:

(1) the AG reviews and approves the final and complete terms of the National Servicing Agreement; and

(2) the United States District Court for the District of Columbia has entered an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February __, 2012

By: _____

WELLS FARGO & COMPANY

Dated: February 9, 2012

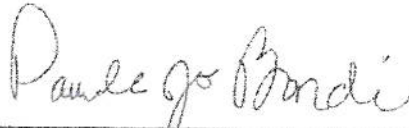
By: 
EVP

JPMORGAN CHASE & CO.

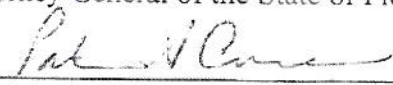
Dated: February __, 2012

By: _____

Dated: February 9th, 2012


PAMELA JO BONDI
Attorney General of the State of Florida

Dated: February 9, 2012


Patricia A. Conners
Associate Deputy Attorney General

Agreement between the Florida Attorney General and Servicers

The Attorney General of the State of Florida ("AG"), Bank of America Corporation, Wells Fargo & Company, and JPMorgan Chase & Co. ("Servicers") (collectively "the Parties"), in anticipation of entering into the National Servicing Agreement, hereby agree to the terms of the Florida Agreement attached hereto as Exhibit A, provided, however, that this agreement is conditioned on and is not effective until and unless:

(1) the AG reviews and approves the final and complete terms of the National Servicing Agreement; and

(2) the United States District Court for the District of Columbia has entered an order approving the National Servicing Agreement and that order has become final.

BANK OF AMERICA CORPORATION

Dated: February __, 2012

By: _____

WELLS FARGO & COMPANY

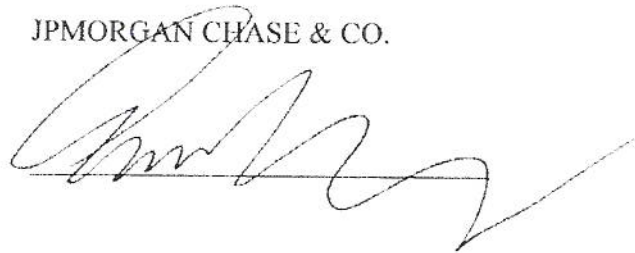
Dated: February __, 2012

By: _____

JPMORGAN CHASE & CO.

Dated: February 7, 2012

By: _____



Dated: February __, 2012

TRISH CONNERS
Deputy Attorney General

For PAM BONDI
Attorney General of the State of Florida

FOR SETTLEMENT PURPOSES ONLY

The Florida Agreement

- Agreement. Through this separate agreement, each of Bank of America, Wells Fargo and JPMorgan Chase agree to undertake a total of \$4 billion of activities (\$1.8 billion by Bank of America, \$1.2 billion by Wells Fargo, and \$1 billion by JPMorgan Chase) (as set forth below) with respect to mortgages on residential properties located in the State of Florida (“the Florida Agreement”).
- Crediting Mechanism. Servicer shall receive credit against its obligations under the Florida Agreement for any principal reduction on first or second liens (including reductions through loan modifications, deeds in lieu or short sales), and deficiency waivers on Properties located in Florida, only to the extent that such activity would qualify for credit under the General Framework for Consumer Relief and Table 1 thereof. However, Servicer shall receive dollar for dollar credit for each such activity. There shall not be any percentage limits on the amount of credit available for any particular activity. In addition, Servicer shall receive credit for refinancings of loans if such activity would qualify for credit under the General Framework for Consumer Relief. Credit for such refinancings shall be determined based on the following formula: unpaid principal balance x reduction in interest rate as a result of the refinancing x 30.
 - Servicer will receive credit for first lien loan modification principal reduction on any loans in Servicer’s entire portfolio, except for loans owned by the GSEs. First lien loan modification principal reductions shall be subject to the conforming/nonconforming limitations contained in the Consent Judgment. [Minimum 85% conforming]
 - Servicer will receive credit for second lien, short sale and deed-in-lieu principal reduction on any loans in Servicer’s entire portfolio.
 - Servicer will receive credit for deficiency waivers on foreclosures or short sales occurring prior to the Start Date and during the term of the Agreement.
 - Servicer shall receive an additional 25% credit against its obligations under the Florida Agreement for any first lien principal reduction, deficiency waivers, or refinancings done within 12 months of the Start Date as set forth in the Consent Judgment (e.g., a \$1 credit for Servicer activity would count as \$1.25).

- Servicer shall complete 75% of its obligations under the Florida Agreement within two years of the Start Date, as set forth in the Consent Judgment, and 100% of its obligations under the Florida Agreement within three years of the Start Date. Servicer shall not receive credit for any funds provided by federal or state governmental entities, including but not limited to HAMP incentives.
- Payment for Failure to Meet Obligations under the Florida Agreement. If Servicer fails to meet its obligations under the Florida Agreement within three years of the Effective Date, Servicer shall pay to the Florida Attorney General (“FLAG”) 50% of the unmet commitment amount, subject to a maximum payment of \$70 million per servicer (or \$105 million for Bank of America); except that if the Servicer fails to meet the two year 75% obligation noted above, and then fails to meet the three year 100% obligation, the Servicer shall pay to the FLAG an amount equal to 65% of the unmet three-year commitment amount, subject to a maximum payment of \$70 million per servicer (or \$105 million for Bank of America). If Servicer fails to meet both its obligations under the Florida Agreement and its commitment under the General Framework for Consumer Relief, Servicer shall pay to Florida an amount equal to the greater of (a) the amount owed to Florida under this provision; or (b) the amount owed to Florida under the General Framework for Consumer Relief, Section 10(d) (payment provisions). The purpose of all amounts payable hereunder is to induce Servicer to meet its obligations under the Florida Agreement and its commitment under the General Framework for Consumer Relief. The payment of such amount by Servicer to Florida shall satisfy Servicer’s obligations to Florida under both the foregoing provision of the Florida Agreement and the General Framework for Consumer Relief, Section 10(d).
- Role of the Monitor. Each quarter, the Monitor shall determine the amount of Consumer Relief credit that Servicer has earned towards its obligations under the Florida Agreement. At the one-, two-, and three-year points, the Monitor shall determine the amount of Consumer Relief credit that Servicer has earned towards its obligations under the Florida Agreement and shall determine any payment owed pursuant to the above terms. Upon request of the Florida Attorney General, the Monitor shall provide all information in the Monitor’s possession concerning relief provided in Florida by the Servicer. In addition, the Servicer shall provide to the Florida Attorney General such further information regarding relief provided in Florida as reasonably requested.
- Disputes. Disputes over the Monitor’s reporting with respect to the Florida Agreement shall be resolved in the District Court for the District of Columbia. The Florida Attorney General may enforce any liquidated payment amount in Florida state court.

Exhibit D

AGREEMENT

WHEREAS, on December 1, 2011, the Commonwealth filed a lawsuit (the "Action") against Bank of America, N.A., JPMorgan Chase Bank, N.A., Citibank, N.A., CitiMortgage, Inc., GMAC Mortgage, LLC and Wells Fargo Bank and certain affiliated entities (the "Servicers");

WHEREAS, the Action includes allegations arising out of the Servicer's initiation or advancement of foreclosure proceedings where the foreclosing entity was not the actual holder of the mortgage or lacked the legal authority to foreclose on the mortgage (the "*Ibanez* Claims");

WHEREAS, the Action includes allegations related to the Servicer's failure to comply with the registration requirements of M. G. L. c. 185, § 67 including, without limitation, the failure to register instruments which assign, extend, discharge or otherwise deal with the mortgage, including assignments or transfers in the beneficial interest of a mortgage secured by registered land in Massachusetts, whether such assignments or transfers were effectuated by the Servicer alone or with others, including through the use of Mortgage Electronic Registration Systems, Inc. or MERSCORP, INC. (the "Registered Land Claims");

WHEREAS, the Commonwealth and the Servicers (collectively the "Parties") will be parties to a consent judgment filed in the United States District Court for the District of Columbia (the "Settlement");

WHEREAS, the Settlement includes the release of certain claims, remedies, and penalties, and the terms of this release will be set forth in a document to be filed with the Settlement; and

WHEREAS, the Servicers neither admit nor deny the allegations in the Action;

NOW, THEREFORE, the Parties agree as follows:

1. Notwithstanding the scope of conduct released as part of the Settlement, neither the *Ibanez* Claims nor the Registered Land Claims, as currently pleaded in the Complaint, shall be released as part of the Settlement, but Massachusetts hereby releases and agrees to dismiss with prejudice the claims in Counts II, III and IV of the Complaint against the Servicers.

2. Massachusetts agrees not to seek to amend the Action in any way that will broaden beyond the *Ibanez* Claims and the Registered Land Claims the scope of the conduct alleged or the remedy sought.

3. The Commonwealth shall be permitted to pursue the relief specified in the Commonwealth's Complaint, except for the relief specified in prayers for relief 2.a.vi, 2.a.vii, and 2.a.viii of the Complaint, which are hereby released by Massachusetts.

4. The Commonwealth shall not seek in the Action to vacate any completed foreclosure or seek relief that would have the effect of or require the vacating of a

foreclosure, and the Parties agree that the current relief sought in the Complaint does not have that effect.

5. The total monetary relief that the Commonwealth may recover in the Action shall not exceed \$2,000,000 from any one Servicer, exclusive of the costs of compliance with any injunctive relief.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered the same Agreement.

Dated: Mar 7, 2012

BANK OF AMERICA, N.A.
By: [Signature]
Deputy General Counsel
WELLS FARGO BANK, N.A.

Dated: _____, 2012

By: _____

JPMORGAN CHASE BANK, N.A.

Dated: _____, 2012

By: _____

CITIBANK, N.A. and CITIMORTGAGE, INC.

Dated: _____, 2012

By: _____

foreclosure, and the Parties agree that the current relief sought in the Complaint does not have that effect.

5. The total monetary relief that the Commonwealth may recover in the Action shall not exceed \$2,000,000 from any one Servicer, exclusive of the costs of compliance with any injunctive relief.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered the same Agreement.

BANK OF AMERICA, N.A.

Dated: _____, 2012

By: _____

WELLS FARGO BANK, N.A. *WFB*

Dated: 3/5, 2012

By: *WJL*
EVP

JPMORGAN CHASE BANK, N.A.

Dated: _____, 2012

By: _____

CITIBANK, N.A. and CITIMORTGAGE, INC.

Dated: _____, 2012

By: _____

foreclosure, and the Parties agree that the current relief sought in the Complaint does not have that effect.

5. The total monetary relief that the Commonwealth may recover in the Action shall not exceed \$2,000,000 from any one Servicer, exclusive of the costs of compliance with any injunctive relief.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered the same Agreement.

BANK OF AMERICA, N.A.

Dated: _____, 2012 By: _____

WELLS FARGO BANK, N.A.

Dated: _____, 2012 By: _____

JPMORGAN CHASE BANK, N.A.

Dated: MARCH 6, 2012 By: 

CITIBANK, N.A. and CITIMORTGAGE, INC.

Dated: _____, 2012 By: _____

foreclosure, and the Parties agree that the current relief sought in the Complaint does not have that effect.

5. The total monetary relief that the Commonwealth may recover in the Action shall not exceed \$2,000,000 from any one Servicer, exclusive of the costs of compliance with any injunctive relief.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered the same Agreement.

BANK OF AMERICA, N.A.

Dated: _____, 2012 By: _____

WELLS FARGO BANK, N.A.

Dated: _____, 2012 By: _____

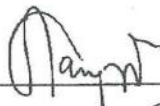
JPMORGAN CHASE BANK, N.A.

Dated: _____, 2012 By: _____

CITIBANK, N.A. and CITIMORTGAGE, INC.

Dated: 3-6, 2012

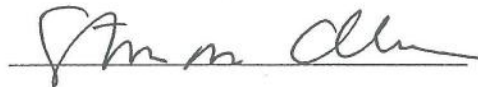
By: _____


CEO, Citimortgage, Inc.
SVP, Citibank, NA

GMAC MORTGAGE, LLC

Dated: March 6, 2012

By:

A handwritten signature in dark ink, appearing to read "Martha Coakley", written over a horizontal line.

MARTHA COAKLEY
Attorney General of Massachusetts

Dated: _____, 2012

By:

GMAC MORTGAGE, LLC

Dated: _____, 2012

By: _____

MARTHA COAKLEY
Attorney General of Massachusetts

Dated: March 7, 2012

By: 

Exhibit E

AGREEMENT

WHEREAS, on February 3, 2012, the Office of the Attorney General of the State of New York ("the OAG") filed a lawsuit against Bank of America, N.A., BAC Home Loans Servicing, LP, JPMorgan Chase Bank, N.A., Chase Home Finance LLC, EMC Mortgage Corporation, Wells Fargo Bank, N.A., and Wells Fargo Home Mortgage (collectively, "Defendants") alleging that Defendants have engaged and continue to engage in acts and practices with respect to New York mortgage loans that have been registered in the MERS System ("MERS Lawsuit");

WHEREAS, the MERS Lawsuit alleges that Defendants have engaged and continue to engage in deceptive, fraudulent, and/or illegal acts in violation of General Business Law § 349 and Executive Law § 63(12);

WHEREAS, Defendants and Citigroup, Inc., Citibank, N.A., CitiMortgage, Inc., Ally Financial, Inc., GMAC Mortgage LLC, and Residential Capital, LLC (collectively, "the Banks") are in the process of finalizing a Consent Judgment with the United States of America, the OAG, and other state attorneys general to resolve certain claims relating to residential mortgage loan servicing, residential foreclosure practices, and residential mortgage origination services ("Servicing Consent Judgment");

WHEREAS, the Servicing Consent Judgment will include the release of certain claims, remedies, and penalties, and the terms of this release will be set forth in a document to be filed with the Servicing Consent Judgment ("the Release"); and

WHEREAS, the Banks neither admit nor deny the allegations in the MERS Lawsuit; and

NOW THEREFORE, the OAG and the Banks hereby enter into this agreement ("Agreement"):

1. The Release in the Servicing Consent Judgment will explicitly carve out and preserve all OAG claims raised in the MERS Lawsuit against the Defendants, and any similar claims – relating to the same types of acts, practices, or conduct set forth in the MERS Lawsuit – that may be asserted in the future by the OAG against Citigroup, Inc., Citibank, N.A., CitiMortgage, Inc., Ally Financial, Inc., GMAC Mortgage LLC, Residential Capital, LLC, or their parents, subsidiaries, or affiliates. Specifically, Section III of the Release will include the following language when listing claims not released and specifically reserved: "Claims raised in *State of New York v. JPMorgan Chase Bank, et al.*, Index No. 2768/2012 (N.Y. Sup. Ct.), and any similar claims – relating to the same types of acts, practices, or conduct set forth in that lawsuit – that may be asserted in the future by the Office of the New York State Attorney General against Citigroup, Inc., Citibank, N.A., CitiMortgage, Inc., Ally Financial, Inc., GMAC Mortgage LLC, Residential Capital, LLC, or their parents, subsidiaries, or affiliates." Nothing in the

Release in the Servicing Consent Judgment will impact in any way the claims or remedies the OAG may pursue in the MERS Lawsuit.

2. The OAG preserves all claims for costs and damages suffered by borrowers, homeowners, or consumers that could be asserted against the Banks or their parents, subsidiaries, or affiliates based on conduct alleged in the MERS Lawsuit. However, the OAG agrees to release claims for damages against the Banks or their parents, subsidiaries, or affiliates where the claim for damages is based solely on evidence that a mortgage assignment or affidavit was notarized outside the presence of a notary, that a mortgage assignment or affidavit was executed by a Bank employee who did not read the assignment or affidavit prior to executing it, that an affidavit was not based on personal knowledge, or that a mortgage assignment was executed by a Bank or affiliated entity employee without reviewing the underlying property records relating to the assignment prior to executing the assignment, provided that nothing in this Agreement shall prohibit the OAG from: (a) seeking damages where there is other evidence that the assignment or affidavit is deceptive, fraudulent, unlawful, or otherwise invalid; or (b) presenting evidence to the Court that a mortgage assignment or affidavit was notarized outside the presence of a notary, that a mortgage assignment or affidavit was executed by a Bank or affiliated entity employee who did not read the assignment or affidavit prior to executing it, that an affidavit was not based on personal knowledge, or that a mortgage assignment was executed by a Bank or affiliated entity employee without reviewing the underlying property records relating to the assignment prior to executing the assignment.

3. The OAG releases all other monetary claims that could be asserted against the Banks and their parents, subsidiaries, or affiliates based on conduct alleged in the MERS Lawsuit, including but not limited to claims for statutory penalties under General Business Law § 350-d (or any other statutory or common law claim for penalties) and claims for disgorgement.

4. The OAG agrees not to seek in the MERS Lawsuit the vacatur of any foreclosure judgment entered prior to the date of the filing of the MERS Lawsuit. Subject to the prior sentence, the OAG explicitly preserves its right to seek and obtain any other injunctive relief in the MERS Lawsuit, including but not limited to the relief specifically referenced in paragraphs B, C, and D in the Prayer for Relief in the MERS Lawsuit. Nothing in the forgoing shall be construed as an admission by any Bank or their parents, subsidiaries, or affiliates that the relief sought by the OAG is necessary or appropriate, and the Banks and their parents, subsidiaries, and affiliates fully reserve their right to contest both liability and remedies in the MERS Lawsuit or similar future litigation.

5. The Banks will pay a total sum of \$25,000,000 to the OAG. This amount shall be allocated as follows:

(a) Bank of America, N.A. and BAC Home Loans Servicing, LP shall pay a sum of \$5,937,500;

(b) JPMorgan Chase Bank, N.A., Chase Home Finance LLC, and EMC Mortgage Corporation shall pay a sum of \$5,937,500;

(c) Wells Fargo Bank, N.A. and Wells Fargo Home Mortgage shall pay a sum of \$5,937,500;

(d) Citigroup, Inc., Citibank, N.A., and CitiMortgage, Inc. shall pay a sum of \$5,937,500; and

(e) Ally Financial, Inc., GMAC Mortgage LLC, and Residential Capital, LLC shall pay a sum of \$1,250,000.

The monetary amounts will be paid to the OAG by certified checks payable to the State of New York, Department of Law and deposited by the OAG in an account that may be used, as determined by the OAG, to address matters relating to housing, lending, mortgage defaults, foreclosures, or the mortgage crisis, including without limitation consumer assistance, investigation, enforcement operations, litigation, public protection, consumer education, or local consumer aid, and for penalties, costs, fees, or any other use permitted under law. The funds shall be disbursed by the OAG in its sole discretion and at its direction consistent with the terms of this Agreement.

The payments shall be made within 10 calendar days of the effective date of this Agreement, which shall be the date the Servicing Consent Judgment is entered with the OAG as a party to it. The certified checks shall be delivered to:

New York State Office of the Attorney General
Consumer Frauds & Protection Bureau
120 Broadway, 3rd Floor
New York, New York 10271
ATTN: Jeffrey K. Powell, Deputy Bureau Chief

6. This Agreement is being entered into with the understanding that the OAG will be a party to the Servicing Consent Judgment, and will only be effective when the Servicing Consent Judgment is entered with the OAG as a party to it.

7. Nothing herein shall be construed as waiving any claim or remedy the OAG currently seeks in the MERS Lawsuit (as currently plead) against the Banks other than the claims and remedies specifically waived in Paragraphs 2, 3, and 4 of this Agreement.

8. Nothing herein shall be construed as waiving any claim or remedy the OAG may pursue in the MERS Lawsuit against MERSCORP, Inc. or Mortgage Electronic Registration Systems, Inc.

9. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Agreement has been made to or relied upon by the Banks in agreeing to this Agreement.

10. The Banks represent and warrant, through the signatures below, that the terms and conditions of this Agreement are duly approved, and execution of this Agreement is duly authorized.
11. This Agreement may not be amended except by an instrument in writing signed on behalf of all the parties to this Agreement.
12. Nothing contained herein shall be construed as to deprive any person who is not a party to this Agreement of any private right under the law.
13. This Agreement shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
14. This Agreement constitutes the entire agreement between the OAG and the Banks and supersedes any prior communication, understanding or agreement, whether written or oral, concerning the subject matter of this Agreement.
15. This Agreement may be executed in multiple counterparts.

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

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

By: Jeffrey Powell
Jeffrey K. Powell
Deputy Bureau Chief
Bureau of Consumers Frauds & Protection

Dated: March 6, 2012

BANK OF AMERICA, N.A. AND BAC HOME LOANS SERVICING, LP (through its successor in interest by merger, Bank of America, N.A.)

Dated: February __, 2012 By: _____

WELLS FARGO BANK, N.A.

Dated: February __, 2012 By: _____

JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: February __, 2012 By: _____

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: February __, 2012 By: _____

ALLY FINANCIAL, INC., GMAC MORTGAGE LLC, AND RESIDENTIAL CAPITAL, LLC

Dated: February __, 2012 By: _____

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

ERIC T. SCHNEIDERMAN

Attorney General of the State of New York

By:

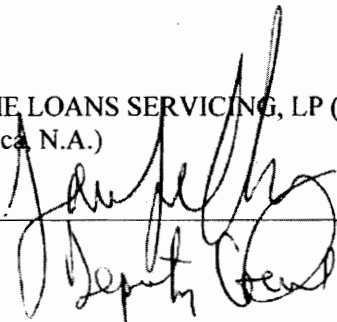
Jeffrey K. Powell
Deputy Bureau Chief
Bureau of Consumers Frauds & Protection

Dated: _____, 2012

BANK OF AMERICA, N.A. AND BAC HOME LOANS SERVICING, LP (through its successor in interest by merger, Bank of America, N.A.)

Dated: February 12, 2012

By:



Deputy Bureau Chief

WELLS FARGO BANK, N.A.

Dated: February ___, 2012

By: _____

JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: February ___, 2012

By: _____

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: February ___, 2012

By: _____

ALLY FINANCIAL, INC., GMAC MORTGAGE LLC, AND RESIDENTIAL CAPITAL, LLC

Dated: February ___, 2012

By: _____

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

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

By:

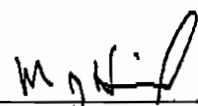
Jeffrey K. Powell
Deputy Bureau Chief
Bureau of Consumers Frauds & Protection

Dated: _____, 2012

BANK OF AMERICA, N.A. AND BAC HOME LOANS SERVICING, LP (through its successor in interest by merger, Bank of America, N.A.)

Dated: February __, 2012 By: _____

WELLS FARGO BANK, N.A.

Dated: February 17, 2012 By: 
EVP

JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: February __, 2012 By: _____

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: February __, 2012 By: _____

ALLY FINANCIAL, INC., GMAC MORTGAGE LLC, AND RESIDENTIAL CAPITAL, LLC

Dated: February __, 2012 By: _____

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

ERIC T. SCHNEIDERMAN

Attorney General of the State of New York

By:

Jeffrey K. Powell
Deputy Bureau Chief
Bureau of Consumers Frauds & Protection

Dated: _____, 2012


BANK OF AMERICA, N.A. AND BAC HOME LOANS SERVICING, LP (through its successor in interest by merger, Bank of America, N.A.)

Dated: February ___, 2012 By: _____

WELLS FARGO BANK, N.A.

Dated: February ___, 2012 By: _____

JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: February 28, 2012 By: 

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: February ___, 2012 By: _____

ALLY FINANCIAL, INC., GMAC MORTGAGE LLC, AND RESIDENTIAL CAPITAL, LLC

Dated: February ___, 2012 By: _____

WHEREFORE, the signatures evidencing assent to this Agreement have been affixed hereto on the dates set forth below.

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

By: _____

Jeffrey K. Powell
Deputy Bureau Chief
Bureau of Consumers Frauds & Protection

Dated: _____, 2012

BANK OF AMERICA, N.A. AND BAC HOME LOANS SERVICING, LP (through its successor in interest by merger, Bank of America, N.A.)

Dated: February __, 2012 By: _____


WELLS FARGO BANK, N.A.

Dated: February __, 2012 By: _____

JPMORGAN CHASE BANK, N.A., CHASE HOME FINANCE LLC, AND EMC MORTGAGE CORPORATION

Dated: February __, 2012 By: _____

CITIGROUP, INC., CITIBANK, N.A., AND CITIMORTGAGE, INC.

Dated: February Zytha, 2012 By:  _____

ALLY FINANCIAL, INC., GMAC MORTGAGE LLC, AND RESIDENTIAL CAPITAL, LLC

Dated: February __, 2012 By: _____

ALLY FINANCIAL, INC.

By:

Dated: February 29, 2012

Its: Chief Capital Markets Officer

GMAC MORTGAGE LLC

By: Frank M. Chow

Dated: February __, 2012

Its: President GMAC mortgage

RESIDENTIAL CAPITAL, LLC

By: *Shawn M. M...*

Dated: February 29, 2012

Its: Chief Executive Officer

Exhibit F

February 9, 2012

Eric T. Schneiderman
Office of the Attorney General
The Capitol
Albany, NY 12224-0341

Dear Attorney General Schneiderman:

JPMorgan Chase Bank, N.A., Chase Home Finance LLC, Citibank, N.A., and CitiMortgage, Inc. (collectively, "the Servicers") are in the process of negotiating a Consent Judgment with the United States of America, the Office of the Attorney General of the State of New York ("OAG"), and other state attorneys general to resolve certain claims relating to residential mortgage loan servicing, residential foreclosure practices, and residential mortgage origination services (the "Consent Judgment").

Within 30 days following entry of the Consent Judgment, the Servicers hereby agree to solicit all individuals who: (a) have residential mortgage loans secured by properties in New York State that are owned and being serviced by the Servicers or their subservicers; (b) have loans with a current loan-to-value ratio ("LTV") of over 100%, as defined by the Home Affordable Modification Program ("HAMP"); and (c) who are experiencing a hardship repaying their mortgage, as defined by HAMP, and could be eligible for first lien modifications under the Servicers' implementation of the Consumer Relief provisions of the Consent Judgment ("Eligible New York Homeowners"). Eligible New York Homeowners shall not include: (a) borrowers who are already engaged with the Servicer regarding loss mitigation as of the entry of the Consent Judgment; (b) borrowers who have been denied loan modifications within the previous six months; (c) borrowers who have a scheduled foreclosure sale within the next 60 days; (d) borrowers who have previously been deemed to be ineligible for loan modifications; and (e) borrowers with mortgage loans that are government-insured or government-guaranteed. Eligible New York Homeowners shall be solicited even if a foreclosure proceeding has been filed.

The solicitation efforts shall: (a) inform Eligible New York Homeowners of the loan modifications for which they may qualify under the Consent Judgment ("Homeowner Relief Options"); (b) advise Eligible New York Homeowners that they may be eligible for the Homeowner Relief Options; and (c) include a toll-free number that may be used to contact a Servicer representative who can further discuss the Homeowner Relief Options. These solicitations may be included as an insert in HAMP solicitations. In addition, these solicitations shall be conducted in a manner consistent with the "Reasonable Efforts" standard set forth in HAMP Supplemental Directive 10-02.

Attorney General Schneiderman

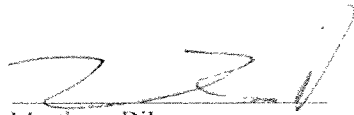
February 9, 2012

The Servicers shall engage in such solicitation efforts with respect to both individuals who are Eligible New York Homeowners as of the date of entry of the Consent Judgment, and individuals who become Eligible New York Homeowners during the term of the Consent Judgment until such time as the Consumer Relief requirements of the Consent Judgment are met by the Servicer.

The Servicers further agree to consult with New York housing counselors to provide information regarding Home Relief Options to Eligible New York Homeowners, and to assist interested Eligible New York Homeowners identified by authorized New York housing counselors in applying for the Homeowner Relief Options.

The terms of this letter agreement are deemed to be incorporated into the Consent Judgment. In addition, the Servicers' obligations under this letter agreement are in addition to all other requirements that they must follow with respect to homeowners who are in default or at imminent risk of default.

Sincerely,



Matthew Biben
On behalf of
JPMorgan Chase Bank, N.A., and
Chase Home Finance LLC



Victoria Kiehl
On behalf of
Citibank, N.A., and
CitiMortgage, Inc.

Acknowledged by

ERIC T. SCHNEIDERMAN

Attorney General of the State of New York

By:



Jeffrey K. Powell
Deputy Bureau Chief
Bureau of Consumers Frauds & Protection

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