

EXHIBIT F

FEDERAL RELEASE

This Federal Release (“Release”) is entered into among the United States of America, its agencies, and departments (collectively, “the United States”), acting through the United States Department of Justice, the Consumer Financial Protection Bureau (“Bureau” or “CFPB”) and SunTrust Mortgage, Inc. on behalf of itself and its affiliated entities . (“collectively SunTrust”) (the United States, the CFPB, and SunTrust are collectively referred to as (“the Parties”)).

RECITALS

A. SunTrust Banks, Inc. is a registered bank holding company headquartered in Atlanta, Georgia. SunTrust Banks, Inc. wholly owns and controls SunTrust Bank, a Georgia State chartered bank headquartered in Atlanta Georgia, which in turn wholly owns SunTrust Mortgage, Inc., a mortgage lender and servicer with its principal place of business in Richmond, Virginia.

B. SunTrust originates and services residential mortgage loans. SunTrust, either through its own operations or through the operations of its subsidiaries and affiliates, serves, and during the relevant period served: (1) as a participant in the Direct Endorsement Lender program of the Federal Housing Administration (FHA) within the United States Department of Housing and Urban Development (HUD); (2) as a mortgagee or servicer for mortgages insured or guaranteed by federal mortgage programs administered by agencies that include FHA, the United States Department of Veterans Affairs (VA), and the United States Department of Agriculture Rural Development; (3) as a servicer for loans owned by other institutions participating in the Making Home Affordable Program (MHA) (including MHA's component program, the Home

Affordable Modification Program (HAMP)) of the United States Department of the Treasury (Treasury) and HUD, and as a participant in various state programs of the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (HHF); and (4) as an entity that litigates single-family residential mortgage issues in U.S. Bankruptcy Courts and in related U.S. District Court proceedings in capacities that include commencing and pursuing or supporting litigation commenced against mortgagors and other debtors.

C. The United States and the Bureau contend that they have certain civil claims against SunTrust based on SunTrust's conduct in servicing of mortgage loans (the "Covered Servicing Conduct"). Such Covered Servicing Conduct encompasses all activities of SunTrust, of any affiliated entity during or prior to such time as it was an affiliated entity, and all of the current or former officers, directors, employees and agents of any of the foregoing, directed toward servicing (including subservicing and master servicing), whether for their own account or for the account of others, of mortgage loans for single-family residential homeowners (which includes loans secured by one- to four-family residential properties, whether used for investor or consumer purposes), whether in the form of a mortgage, deed of trust or other security instrument creating a lien upon such property or any other property described therein that secures the related mortgage loan ("single-family residential mortgage loans") from and after the closing of a borrower's mortgage loan and includes, but is not limited to, the following conduct:

(1) Deficiencies in performing loan modification and other loss mitigation activities, including extensions, forbearances, short sales and deeds in lieu of foreclosure, setting the qualifying criteria for any of the foregoing and/or setting the terms and conditions for any of the foregoing;

(2) Deficiencies in foreclosing on single-family residential mortgage loans or acquiring title in lieu of foreclosure, including the designation and identity of the foreclosing party, the timing of foreclosures, transfer of legal or beneficial ownership to the mortgage loan and/or the related servicing rights or obligations, the charging of any fees, the preparation, contents, execution, notarization or presentation of any documents filed with or submitted to a court or any government agency, or otherwise used as part of the foreclosure process (including, but not limited to, affidavits, declarations, certifications, substitutions of trustees, and assignments) and dual-tracking foreclosure and loan modification activities, and communications with borrowers in respect of foreclosure;

(3) Other deficiencies in servicing single-family residential mortgage loans relating to:

(a) Collections activity, including all contact with borrowers (e.g., telephone calls, letters, and in-person visits) in respect of such activities;

(b) Practices relating to paying or failing to pay taxes (including property taxes), hazard insurance, force-placed insurance, and homeowner association dues or other items provided for in a mortgage loan escrow arrangement (including making or failing to make such payments), including obtaining or maintaining insurance and advancing funds to pay therefor and the creation and maintenance of such escrow accounts;

(c) Use or supervision of vendors, agents and contract employees, and their activities in connection with creation and recording of assignments, servicing, foreclosure, and loss mitigation activities, including subservicers,

foreclosure and bankruptcy attorneys, and other default service providers, and pursuit of claims against vendors and other third parties for failure of such third parties to comply with contractual or other obligations;

(d) Activities related to the executing, notarizing, transferring or recording of mortgages; the obtaining, executing, notarizing, transferring or recording of assignments; or activities related to the use of any mortgage registry system, including MERS, and including the transferring of mortgages or assignments using MERS;

(e) Account statements, disclosures, and/or other communications to borrowers; unintentional reporting errors, and unintentional remittance errors that are cured;

(f) Maintenance and placement of loan-level and pool-level mortgage insurance and guarantees, hazard insurance, flood insurance, title insurance, and other insurance related to mortgage loans and related properties, including claims activity;

(g) Handling and resolution of inquiries, disputes and complaints by or on behalf of borrowers and frequency and adequacy of communications with borrowers;

(h) Securing, inspecting, repairing, maintaining, or preserving properties both before and after foreclosure or other acquisition of title;

- (i) Adequacy of staffing, training, systems and processes, including maintenance and security of access to records relating to servicing, foreclosure, bankruptcy, property sale and management and activities related or ancillary thereto;
- (j) Determinations in respect of the appropriate actions of obtaining value for mortgage loans, including 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 a loan modification or any particular loan modification or other form of loss mitigation;
- (k) Acceptance, rejection, application, or reporting of payments made by or on behalf of borrowers, including the assessment of any fees and placement of the payment(s) in a suspense account;
- (l) Obtaining, securing, updating, transferring, or providing promissory notes or endorsements of promissory notes through allonges or otherwise;
- (m) Licensing or registration of employees, agents, or contractors, or designation of employees as agents for another entity, through corporate resolutions or Powers of Attorney or otherwise;
- (n) Pursuing claims post foreclosure, including seeking deficiency judgments;
- (o) Eviction notices, registrations of vacant properties, and any activity relating to the sale or disposition of foreclosed or acquired properties (including Real Estate Owned properties), including management of such properties and proceedings related to such properties;

- (p) Executing, notarizing, or recording any documents related to the sale of acquired properties, including the warranty deeds and closing documents;
- (q) Custodial and trustee functions related to the Covered Servicing Conduct;
- (r) Quality control, quality assurance or compliance or audit testing or oversight related to the Covered Servicing Conduct; for avoidance of doubt, quality control or compliance reviews associated with the origination, sale, or securitization of mortgage loans does not constitute Covered Servicing Conduct;
- (s) Reporting, certification or registration requirements related to any of the Covered Servicing Conduct; and
- (t) Communications with borrowers with respect to the Covered Servicing Conduct.

(4) Deficiencies in SunTrust's or any of its affiliates' participation in various state programs of the Hardest Hit Fund Program and servicing of loans owned by another institution participating in the Making Home Affordable Program, including all of its component programs (e.g., HAMP, 2MP, HAFA, UP, PRA-HAMP, FHA-HAMP, FHA2LP, and RD-HAMP).

D. The United States and the Bureau further contend that they have certain civil claims against SunTrust based on SunTrust's conduct in originating mortgage loans (the "Covered Origination Conduct"). Such Covered Origination Conduct consists of all activities of SunTrust, of any affiliated entity during or prior to such time as it was an affiliated entity, and all of the current or former officers, directors, employees, and agents of any of the foregoing,

directed toward directly or indirectly originating, assisting in the origination of, or purchasing single-family residential mortgage loans and excludes conduct occurring following the closing of the borrower's mortgage loan that is otherwise covered as the Covered Servicing Conduct. Such Covered Origination Conduct includes, but is not limited to, the following conduct:

(1) Submitting loans for insurance endorsement and claims for insurance benefits for FHA loans that SunTrust or any affiliated entity during or prior to such time as it was an affiliated entity endorsed or underwrote as a participant in the FHA's Direct Endorsement Program that failed to meet any applicable underwriting requirements, including those set forth in the applicable version of the HUD Handbook 4155.1, as supplemented by relevant mortgagee letters, all as of the time of origination;

(2) Submitting loans for insurance endorsement or claims for insurance benefits for FHA loans that SunTrust or any affiliated entity during or prior to such time as it was an affiliated entity endorsed or underwrote as a participant in the FHA's Direct Endorsement Program while failing to implement applicable quality control measures;

(3) Other deficiencies in originating single-family residential mortgage loans relating to:

- (a) Processing, underwriting, closing, or funding of loans and the terms and conditions of such loans;
- (b) Taking, approving or denying loan applications;
- (c) Terms and conditions of loans, and pricing of loans, including the charging and splitting of any fee or discount points;

- (d) Recommendations of particular types of loan products, loan features or terms and conditions of any loan;
- (e) Valuing the properties used as collateral for such loans, including use of employee, independent and vendor management appraisers and alternative valuation methods such as AVMs and BPOs;
- (f) Use of vendors, including vendor management companies and other providers of real estate settlement services, whether affiliated or unaffiliated;
- (g) Payment of fees or other things of value in connection with the making or receiving of referrals of settlement and other services;
- (h) Conduct of any vendors used in connection with the origination of loans, including, but not limited to, closing agents, appraisers, real estate agents, title review, flood inspection, and mortgage brokers;
- (i) Drafting of loan documents and loan disclosures and the provision of such disclosures;
- (j) Obtaining and recording of collateral documents relating to loans, including, but not limited to, use of trustees or designees on mortgages or deeds of trust;
- (k) Advertising of loans and solicitation of borrowers;
- (l) Licensing, registration, qualifications or approvals of employees in connection with the Covered Origination Conduct; and
- (m) Quality control, quality assurance or compliance or audit testing or oversight related to the Covered Origination Conduct.

E. The United States further contends that it has certain civil claims against SunTrust based on SunTrust's servicing, including servicing by any affiliated entity during or prior to such time as it was an affiliated entity, and by any of SunTrust's or such affiliated entities' current or former officers, directors, employees, and agents, of loans of borrowers in bankruptcy (the "Covered Bankruptcy Conduct"). Such Covered Bankruptcy Conduct includes, but is not limited to, the following conduct:

- (1) Deficiencies in servicing residential mortgage loans for borrowers in bankruptcy relating to:
 - (a) The preparation, prosecution, documentation, substantiation, or filing of proofs of claim (and related attachments, exhibits and supplements), motions seeking relief from the automatic stay, objections to plan confirmation, motions to dismiss bankruptcy cases, and affidavits, declarations, and other mortgage-related documents in bankruptcy courts and related district court proceedings;
 - (b) Charging and timing of fees and expenses, including any fees or expenses assessed to the borrower due to delay while the bankruptcy court reviews a pending request for loan modification or delay by the Chapter 13 trustee to timely remit the borrower's payments;
 - (c) Use, analysis, accounting, or disclosure of escrow accounts, including any advances on borrower's behalf, as evidenced in proofs of claim (and related attachments, exhibits and supplements), motions seeking relief from the automatic stay, objections to plan confirmation, motions to dismiss bankruptcy cases,

and affidavits, declarations, and other mortgage-related documents in bankruptcy courts and district courts;

(d) Account statements, disclosures, and/or other communications to borrowers, including: (i) assessing, imposing, posting, or collecting fees and charges; (ii) disclosure of fees and charges assessed, imposed or posted during the bankruptcy case; and (iii) collection of undisclosed post-petition fees and charges after the borrower receives a discharge, SunTrust obtains relief from the automatic stay, or the bankruptcy case is dismissed;

(e) Adequacy of staffing, training, systems, and processes relating to administering and servicing loans for borrowers in bankruptcy;

(f) Use or supervision of vendors and contract employees, including Lender Processing Services, Inc., bankruptcy attorneys and other default service providers;

(g) Pursuit of or failure to pursue claims against vendors and other third parties for failure of such third parties to comply with contractual or other obligations;

(h) Compliance with the privacy protection and public access provisions of the United States Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and any applicable local rule or order in proofs of claim, motions seeking relief from the automatic stay, objections to plan confirmation, motions to dismiss bankruptcy cases, and affidavits, declarations, and other mortgage-related documents

in bankruptcy courts, including, but not limited to 11 U.S.C. § 107 and Fed. R. Bankr.

P. 9037; and

(i) Handling and resolution of inquiries, disputes or complaints by or on behalf of borrowers, and frequency and adequacy of communications with borrowers in bankruptcy.

(2) Deficiencies in accounting for, processing, approving and administering loan modifications for borrowers in bankruptcy relating to:

(a) Charging late fees or seeking arrearages while a trial period modification plan or permanent loan modification plan is in place and borrower is timely making payments under the terms of the loan modification plan;

(b) Seeking relief from the automatic stay when SunTrust has approved a trial period or permanent loan modification plan and borrower is timely making payments under the terms of the loan modification plan; and

(c) Delays in approving or finalizing the documentation necessary to the approval of loan modifications for borrowers in bankruptcy.

F. This Release is neither an admission of liability by SunTrust of the allegations of the Complaint or in cases settled pursuant to this Consent Judgment, nor a concession by the United States or the Bureau that its claims are not well-founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of the Consent Judgment, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

(1) SunTrust shall pay or cause to be paid, for the purposes specified in the Consent Judgment, the amount specified in Paragraph 3 of the Consent Judgment (“Direct Payment Settlement Amount”) by electronic funds transfer within ten days of receiving notice that the escrow account referenced in Paragraph 3 of the Consent Judgment is established or within ten days after the United States District Court for the District of Columbia enters the final non-appealable Consent Judgment (the “Effective Date of the Consent Judgment”), whichever is later, pursuant to written instructions to be provided by the United States Department of Justice. SunTrust, itself and through its affiliates, shall also undertake, for the purposes specified in the Consent Judgment, certain consumer relief activities as set forth in Exhibit D, as amended in Exhibit I, to such Consent Judgment (“Consumer Relief Requirements”) and will be obligated to make certain payments (the “Consumer Relief Payments”) in the event that it does not complete the Consumer Relief Requirements set forth in Exhibit D to the Consent Judgment. The releases contained in this Release shall become effective upon payment of the Direct Payment Settlement Amount. In the event that SunTrust does not complete the Consumer Relief Requirements, and does not make the Consumer Relief Payments required under the Consent Judgment and fails to cure such non-payment within thirty days of written notice by the United States, the United States may declare this Release null and void with respect to the United States.

(2)

(a) Subject to the exceptions in Paragraph 11 (concerning excluded claims) below, the United States fully and finally releases SunTrust and any affiliated entity and any of their respective successors or assigns, as well as any current or

former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, from any civil or administrative claims the United States has or may have, and from any civil or administrative remedies or penalties (expressly including punitive or exemplary damages) it may seek or impose, based on the Covered Servicing Conduct that has taken place as of 11:59 p.m., Eastern Daylight Time, on June 17, 2014 (and, for the avoidance of doubt, with respect to FHA-insured loans, whether or not a claim for mortgage insurance benefits has been or is in the future submitted), under the Financial Institutions Reform, Recovery, and Enforcement Act (“FIRREA”), the False Claims Act, the Racketeer Influenced and Corrupt Organizations Act (“RICO”), the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Truth in Lending Act, the Interstate Land Sales Full Disclosure Act, 15 U.S.C. § 1691(d) (“Reason for Adverse Action”) or § 1691(e) (“Copies Furnished to Applicants”) of the Equal Credit Opportunity Act, sections 502 through 509 (15 U.S.C. § 6802-6809) of the Gramm-Leach Bliley Act except for section 505 (15 U.S.C. § 6805) as it applies to section 501(b) (15 U.S.C. § 6801(b)), or that the Civil Division of the United States Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. § 0.45.

(b) Subject to the exceptions in Paragraph 11 (concerning excluded claims) below, the United States fully and finally releases SunTrust and any affiliated entity, and any of their respective successors or assigns, as well as any current or former director, current or former officer, or current or former employee of any of the

foregoing, individually and collectively, from any civil or administrative claims the United States has or may have, and from any civil or administrative remedies or penalties (expressly including punitive or exemplary damages) it may seek or impose, based on the Covered Origination Conduct that has taken place as of 11:59 p.m., Eastern Daylight Time, on June 17, 2014, under the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Truth in Lending Act, 15 U.S.C. § 1691(d) (“Reason for Adverse Action”) or § 1691(e) (“Copies Furnished to Applicants”) of the Equal Credit Opportunity Act, or the Interstate Land Sales Full Disclosure Act.

(c) Subject to the exceptions in Paragraph 11 (concerning excluded claims) below, the United States fully and finally releases SunTrust and any affiliated entity, and any of their respective successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, from any civil or administrative claims the United States has or may have, and from any civil or administrative remedies or penalties (expressly including punitive or exemplary damages) it may seek to impose under FIRREA based on the Covered Origination Conduct only to the extent that:

(i) such claim is (A) based upon false, misleading or fraudulent representations (or a scheme to defraud consisting solely of such a false, misleading or fraudulent representation) made by SunTrust or affiliated entity as of 11:59 p.m., Eastern Daylight Time, on June 17, 2014, to a borrower in connection with SunTrust’s or affiliated entity’s making of a residential mortgage loan to such borrower; or (B) an action pursuant to 12 U.S.C. 1833a(c)(2) in

which the action is consisting solely of the allegation that SunTrust or one of its affiliated entities made a false, misleading or fraudulent statement or misrepresentation (or engaged in a scheme to defraud based solely upon such a false, misleading or fraudulent statement or misrepresentation) to SunTrust or another affiliated entity, as of 11:59 p.m., Eastern Daylight Time, on June 17, 2014, in connection with SunTrust's or an affiliated entity's making of a residential mortgage loan to a borrower; and

(ii) (A) the only federally insured financial institution that was affected by the statement or misrepresentation (or scheme), or by actions based on, incorporating, or omitting the statement or misrepresentation (or scheme) was SunTrust or an affiliated entity; (B) the false statement or misrepresentation (or scheme) was not part of a scheme to defraud any person or entity other than or in addition to the borrower and/or SunTrust or an affiliated entity, including, but not limited to, any other financial institution (as defined in 18 U.S.C. § 20), investors, and governmental entities; (C) the false statement or misrepresentation (or scheme), or actions based on, incorporating, or omitting the statement or misrepresentation (or scheme) did not harm any other financial institution (as defined in 18 U.S.C. § 20), investors, governmental entities, or any other entities other than SunTrust or an affiliated entity; and (D) there was no material monetary effect on an agency of the United States.

(3)

(a) Subject to the exceptions in Paragraph 11 (concerning excluded claims) below, and in addition to the releases provided in Exhibits J and K, the United States fully and finally releases SunTrust and any affiliated entity, and any of their respective successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, from any civil or administrative claims it has or may have and from any civil or administrative remedies or penalties (expressly including punitive or exemplary damages) it may seek or impose under FIRREA, the False Claims Act, RICO and the Program Fraud Civil Remedies Act where the sole basis for such claim or claims is that SunTrust or any affiliated entity or any of their respective successors or assigns, submitted to HUD-FHA prior to 11:59 p.m., Eastern Daylight Time, on June 17, 2014, a false or fraudulent annual certification that the mortgagee had “conform[ed] to all HUD-FHA regulations necessary to maintain its HUD-FHA approval” (including, but not limited to, the requirement that the mortgagee implement and maintain a quality control program that conforms to HUD-FHA requirements), or “complied with and agree[d] to continue to comply with HUD-FHA regulations, handbooks, Mortgagee Letters, Title I Letters, policies, and terms of any agreements entered into with the Department under HUD’s Direct Endorsement Program.” For avoidance of doubt, this Paragraph means that the United States is barred from asserting that a false annual certification renders SunTrust liable under the False Claims Act and the other laws cited above for loans endorsed by SunTrust for FHA

insurance during the period of time applicable to the annual certification without regard to whether any such loans contain material violations of HUD-FHA requirements, or that a false individual loan certification that “this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program” renders SunTrust liable under the False Claims Act for any individual loan that does not contain a material violation of HUD-FHA requirements. However, this Paragraph does not (i) release, bar or otherwise preclude the right of the United States to pursue any civil or administrative claims or remedies it has or may have, or release or preclude under res judicata or collateral estoppel theories any civil or administrative remedies or penalties it may seek or impose, against SunTrust, any affiliated entity, and any of their respective successors or assigns, for conduct with respect to the insurance of residential mortgage loans that violates any laws, regulations or other HUD-FHA requirements applicable to the insurance of residential mortgage loans by HUD, including, but not limited to, material violations of any applicable HUD-FHA requirements with respect to an individual loan or loans, except if and to the extent such claim, remedy or penalty is based solely on such entity’s failure to provide HUD with an accurate annual certification as described above; (ii) release or otherwise bar the United States from introducing evidence of any alleged failure to comply with applicable HUD-FHA requirements, including, but not limited to, sufficient quality control, underwriting or due diligence programs, in any way (including, but not limited to, for the purpose of proving intent) in connection with any claim that there was a material violation(s) of applicable HUD-FHA requirements with respect to an

individual loan or loans that would subject SunTrust to liability under the False Claims Act or any other federal statutory or common law administrative or judicial claim or (iii) permit SunTrust or its affiliates to offset or otherwise reduce any potential liability for such claims or remedies by any amount paid under the Consent Judgment. The parties agree that the issue of whether and to what extent the United States may use statistical sampling of individual loans or similar techniques for calculating damages or proving material violations of HUD-FHA underwriting requirements with respect to a pool of loans is not addressed by the Consent Judgment and shall be governed by the law of the relevant administrative or judicial forum of any future dispute.

Notwithstanding the foregoing, in no instance shall this Release relieve SunTrust from the obligation to remedy, upon identification, defects of title or such other problems caused by SunTrust acts or omissions that may preclude FHA from accepting assignment or paying a claim for which FHA lacks statutory authority pursuant to 12 U.S.C. § 1707(a) and § 1710(a)(1)(B), in which case FHA shall reconvey the property back to SunTrust to remedy the defect in title or such other problem and SunTrust shall convey the property back to FHA once the defect or problem is cured.

(4) Subject to the exceptions in Paragraph 11 (concerning excluded claims) below, for loans that closed before 11:59 p.m., Eastern Daylight Time, on June 17, 2014, and are guaranteed by the Department of Veterans Affairs (VA), the United States fully and finally releases SunTrust and any current or former affiliated entity (to the extent SunTrust retains liabilities associated with such former affiliated entity), and any of their respective successors or assigns, as well as any current or former director, current or former officer, and current or former

employee of any of the foregoing, individually and collectively, from any civil or administrative claims it has or may have against SunTrust or any affiliated entity based on Covered Origination Conduct that arises under FIRREA, the False Claims Act, RICO or the Program Fraud Civil Remedies Act to the extent that they are based on any failure by SunTrust or any affiliated entity and any of their respective successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, to conform to all VA regulations necessary to maintain the authority of SunTrust or any affiliated entity to close VA-guaranteed loans on an automatic basis. Nothing in the foregoing shall be interpreted to release the right of the United States to pursue any civil or administrative claims it has or may have, or to release any civil or administrative remedies or penalties it may seek or impose, against SunTrust, any affiliated entity , and any of their respective successors or assigns, based on Covered Origination Conduct that violates the laws or regulations applicable to the guaranty of residential mortgage loans by VA with respect to any residential mortgage loan or loans, except if and to the extent such claim, remedy or penalty is based solely on such entity's failure to provide VA with an accurate general program compliance certification, to implement an effective quality control plan, or to conform to all VA regulations necessary to maintain the authority of SunTrust or any affiliated entity to close VA-guaranteed loans on an automatic basis.

(5) Subject to the exceptions in Paragraph 11 (concerning excluded claims) below, for loans that closed before 11:59 p.m., Eastern Daylight Time, on June 17, 2014, and are guaranteed by the Department of Agriculture (USDA), the United States fully and finally releases SunTrust and any affiliated entity , and any of their respective successors or assigns, as

well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, from any civil or administrative claims it has or may have against SunTrust and any of its respective successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, based on Covered Origination Conduct that arises under FIRREA, the False Claims Act, RICO or the Program Fraud Civil Remedies Act to the extent that they are based on statements made in SunTrust's or affiliated entity's application for approved lender status in the Single Family Housing Guaranteed Loan Program. Nothing in the foregoing shall be interpreted to release the right of the United States to pursue any civil or administrative claims it has or may have, or to release any civil or administrative remedies or penalties it may seek or impose, against SunTrust, any affiliated entity , and any of their respective successors or assigns, based on Covered Origination Conduct that violates the laws or regulations applicable to the guaranty of residential mortgage loans by USDA with respect to any residential mortgage loan or loans, except if and to the extent such claim, remedy or penalty is based solely on such entity's failure to provide USDA with an accurate general program compliance certification, to implement an effective quality control plan, or on statements made in SunTrust's or affiliated entity's application for approved lender status in the Single Family Housing Guaranteed Loan Program.

(6) Subject to the exceptions described in this Paragraph 6 and in Paragraph 11 (concerning excluded claims) below, the United States Department of the Treasury ("Treasury") fully and finally releases SunTrust and any affiliated entity, and any of their respective successors or assigns, as well as any current or former director, current or former

officer, and current or former employee of any of the foregoing, individually and collectively, and will refrain from instituting, directing, or maintaining any civil or administrative claims the Treasury has or may have, and from any civil remedies or penalties (expressly including punitive or exemplary damages) it may seek or impose against SunTrust and any affiliated entity, and any of their respective successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, based on the Covered Servicing Conduct that has taken place as of 11:59 p.m., Eastern Daylight Time, on June 17, 2014. Notwithstanding the foregoing, Treasury, in connection with the Making Home Affordable Program, reserves the right to continue to perform compliance reviews on SunTrust's Making Home Affordable Program activities occurring prior to June 17, 2014, to require non-financial remedies with respect to such activities, and to publicly release servicer assessments with respect thereto. In addition, with respect to instances of noncompliance that occur after June 17, 2014, Treasury reserves the right to exercise all available remedies, both financial and non-financial, under the Assignment and Assumption Agreement, dated February 28, 2011, between SunTrust Mortgage, Inc. as assignee and Wells Fargo Bank, N.A as assignor of all of its rights and obligations under the Making Home Affordable Program Commitment to Purchase Financial Instrument and Servicer Participation Agreement, as amended, between Treasury and Wells Fargo Bank, N.A.

(7) Subject to the exceptions in Paragraph 11 (concerning excluded claims) below, the CFPB fully and finally releases SunTrust and any current or former affiliated entity (to the extent SunTrust retains liabilities associated with such former affiliated entity), and any of their respective successors or assigns as well as any current or former director, current or former

officer, and current or former employee of any of the foregoing, individually and collectively, and will refrain from instituting, directing, or maintaining any civil or administrative claims the CFPB has or may have, and from imposing any civil or administrative remedies or penalties (expressly including, punitive or exemplary damages) against SunTrust and any affiliated entity , and any of their respective successors or assigns, as well as any current or former director, current or former officer, or current or former employee of any of the foregoing, individually and collectively, based on Covered Servicing Conduct or Covered Origination Conduct that has taken place as of 11:59 p.m. Eastern Daylight Time, on December 31, 2013. For avoidance of doubt, the CFPB agrees that Covered Servicing Conduct includes the servicing of loans of borrowers in bankruptcy.

(8) Subject to the exceptions in Paragraph 11 (concerning excluded claims) below, and conditioned upon SunTrust full payment of the Direct Payment Settlement Amount, the Federal Trade Commission fully and finally releases SunTrust and any affiliated entity , and any of their respective successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, from any civil or administrative claim the Federal Trade Commission has or may have, and from any civil or administrative remedies or penalties (expressly including punitive or exemplary damages) it may seek or impose, based on the Covered Origination Conduct that has taken place as of 11:59 p.m., Eastern Daylight Time, on June 17, 2014, or based on the Covered Servicing Conduct that has taken place as of 11:59 p.m., Eastern Daylight Time, on June 17, 2014, provided, however, that nothing in this Paragraph or Release shall be interpreted to release any liability to the Federal Trade Commission relating to the Covered Servicing Conduct or

Covered Origination Conduct of any affiliated entity that SunTrust has acquired on or after June 17, 2014, or, notwithstanding Section C.3.i of this Release, any conduct or claims involving the privacy, security, or confidentiality of consumer information.

(9) Subject to the exceptions in Paragraph 11 (concerning excluded claims) below:

(a) Upon the Effective Date of the Consent Judgment, the Executive Office for United States Trustees (“EOUST”) and the United States Trustees and Acting United States Trustees for Regions 1 through 21 (collectively, with the EOUST, “the United States Trustees”) will consent to and agree to take such steps as may be reasonably necessary to fully and finally withdraw or facilitate the dismissal with prejudice of pending objections and other actions by the United States Trustees, including all related discovery requests, whether formal or informal, and requests for examination under Fed. R. Bankr. P. 2004 (collectively, “the Discovery Requests”) and subpoenas or subpoenas duces tecum (collectively, “the Subpoenas”), directed to or filed against SunTrust, its affiliated entities, and directors, employees and officers of SunTrust and its affiliated entities, pertaining to SunTrust’s or its affiliated entities’ mortgage-related claims filed in a bankruptcy case prior to 11:59 p.m., Eastern Daylight Time, on June 17, 2014, and based on the Covered Bankruptcy Conduct. The United States Trustees further agree not to take any action to obtain discovery from SunTrust pursuant to any court order granting such Discovery Requests or with respect to enforcing related Subpoenas pending as of 11:59 p.m., Eastern Daylight Time, on June 17, 2014. Upon the Effective Date of the Consent

Judgment, the United States Trustees further agree to take such steps as may be reasonably necessary to fully and finally withdraw or facilitate the dismissal with prejudice of Discovery Requests and Subpoenas directed to or filed against any other party where the discovery was sought for the purpose of obtaining relief against SunTrust, its affiliated entities, or directors, employees and officers of SunTrust or its affiliates, and pertains to SunTrust's or its affiliated entities' mortgage-related claims filed in a bankruptcy case prior to 11:59 p.m., Eastern Daylight Time, on June 17, 2014, and based on the Covered Bankruptcy Conduct, except that nothing in this Paragraph requires the United States Trustee to withdraw or facilitate the dismissal of Discovery Requests and Subpoenas to the extent that relief against another party, other than SunTrust, its affiliated entities, or directors, employees and officers of SunTrust's or its affiliated entities, is the purpose of such discovery. The parties agree that any such action taken inadvertently by either party will not be considered a violation of this agreement.

(b) Upon the Effective Date of the Consent Judgment, SunTrust will consent to and agrees to take such steps as may be reasonably necessary to fully and finally withdraw or facilitate the dismissal with prejudice of pending adversary proceedings, contested matters, appeals, and other actions filed by SunTrust or its affiliated entities, including all Discovery Requests and Subpoenas directed to or filed against any United States Trustee, relating to objections and other actions by the United States Trustees, including Discovery Requests and Subpoenas, directed to or filed against SunTrust, its affiliated entities, or directors, employees and officers of

SunTrust or its affiliated entities pertaining to SunTrust's or its affiliated entities' mortgage-related claims filed in a bankruptcy case prior to 11:59 p.m., Eastern Daylight Time, on June 17, 2014, and based on the Covered Bankruptcy Conduct. SunTrust further agrees not to take any action to obtain discovery from the United States Trustees pursuant to any court order granting such Discovery Requests or with respect to enforcing related Subpoenas pending as of 11:59 p.m., Eastern Daylight Time, on June 17, 2014. The parties agree that any such action taken inadvertently by either party will not be considered a violation of this agreement.

(c) The United States Trustees fully and finally release any claims, and will refrain from instituting, directing or maintaining any action or participating in any action by a third party (except that the United States Trustees may participate in an action to the extent ordered by a court provided that the United States Trustees may not seek such a court order formally or informally), against SunTrust and any affiliated entity , and any of their respective successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, pertaining to SunTrust's or its affiliated entities' mortgage-related claims filed in a bankruptcy case prior to 11:59 p.m., Eastern Daylight Time, on June 17, 2014, and based on the Covered Bankruptcy Conduct. The United States Trustees shall refrain from sharing information obtained via the Discovery Requests and Subpoenas outside the federal government (unless required to do so under applicable law or pursuant to a court order) in support of any action, against SunTrust, or any affiliated entity , and any of their respective

successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, pertaining to SunTrust's or its affiliated entities' mortgage-related claims filed in a bankruptcy case prior to 11:59 p.m., Eastern Daylight Time, on and based on the Covered Bankruptcy Conduct. Except as otherwise provided in the Enforcement Terms in Exhibit E of the Consent Judgment, the United States Trustees further agree to refrain from seeking to invalidate SunTrust's or its affiliated entities' lien on residential real property, including in an adversary proceeding pursuant to Fed. R. Bank. P. 7001(2) and 11 U.S.C. § 506, or to impose monetary sanctions or other punitive relief against SunTrust, and any affiliated entity , and any of their respective successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, pertaining to SunTrust's or its affiliated entities' mortgage-related claims filed in a bankruptcy case after 11:59 p.m., Eastern Daylight Time, on June 17, 2014, and based on the Covered Bankruptcy Conduct where the Covered Bankruptcy Conduct occurred before 11:59 p.m., Eastern Daylight Time, on June 17, 2014.

(d) Notwithstanding the foregoing, nothing in this Paragraph shall be construed to be (1) a waiver of any defenses or claims of SunTrust, its affiliated entities, or directors, employees and officers of SunTrust or its affiliated entities, against any other party, or a dismissal of any pending adversary proceedings, contested matters, appeals, and other actions filed by SunTrust, its affiliated entities, or directors, employees and officers of SunTrust or its affiliated entities, against any

other party, wherein the United States Trustee is a party or otherwise involved; (2) a waiver of any defenses or claims of the United States Trustee against any other party, or a dismissal of any pending adversary proceedings, contested matters, appeals, and other actions filed by the United States Trustee against any other party wherein SunTrust, its affiliated entities, or directors, employees and officers of SunTrust or its affiliated entities, is a party or otherwise involved; or (3) a waiver of, or restriction or prohibition on, the United States Trustees' ability, to the extent permitted by law, informally or formally, in individual bankruptcy cases, to seek a cure of material inaccuracies in SunTrust's or its affiliated entities' mortgage-related claims filed in a bankruptcy case and based on the Covered Bankruptcy Conduct, but not to impose monetary sanctions or other punitive relief against SunTrust or its affiliated entities in addition to such cure; provided, however, that this provision shall not constitute a waiver of, or restriction or prohibition on, SunTrust's or its affiliated entities' ability to dispute whether the United States Trustees have authority or ability to seek such a cure.

(10) For the purposes of this Release, the terms "affiliated entity," "affiliated entities," or "affiliate" shall mean entities that are directly or indirectly controlled by, or control, or are under common control with, SunTrust as of or prior to 11:59 p.m., Eastern Daylight Time, on June 17, 2014, and entities that were formerly directly or indirectly controlled by, or controlled, or are under common control with, SunTrust to the extent SunTrust currently retains liabilities associated with such former entity for activities prior to 11:59 p.m., Eastern Daylight Time, on June 17, 2014. The term "control" with respect to an entity means the beneficial

ownership (as defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended) of 50 percent or more of the voting interest in such entity.

(11) Notwithstanding any other term of this Release, the following claims of the United States and the CFPB to the extent applicable are specifically reserved and are not released, and nothing in this Paragraph operates as a waiver of any defense SunTrust may assert to any such claims, including but not limited to any statute of limitations or other time-related defense.:

- (a) Any liability arising under Title 26, United States Code (Internal Revenue Code);
- (b) Any liability of individuals (including current or former directors, officers, and employees of SunTrust) who, based on the Covered Servicing Conduct, the Covered Origination Conduct, or the Covered Bankruptcy Conduct (collectively, the “Covered Conduct”), have received or receive in the future notification that they are the target of a criminal investigation (as defined in the United States Attorneys’ Manual); have been or are indicted or charged; or have entered or in the future enter into a plea agreement;
- (c) Any criminal liability;
- (d) Any liability to the United States for any conduct other than the Covered Conduct, or any liability for any Covered Conduct that is not expressly released herein or in Exhibits H or J to the Consent Judgment;
- (e) Any and all claims whether legal or equitable, in connection with investors or purchasers in or of securities or based on the sale, transfer or

assignment of any interest in a loan, mortgage, or security to, into, or for the benefit of a mortgage-backed security, trust, special purpose entity, financial institution, investor, or other entity, including but not limited to in the context of a mortgage securitization or whole loan sale to such entities (“Securitization/Investment Claims”).

Securitization/Investment Claims include, but are not limited to, claims based on the following, all in connection with investors or purchasers in or of securities or in connection with a sale, transfer, or assignment of any interest in loan, mortgage or security to, into, or for the benefit of a mortgage-backed security, trust, special purpose entity, financial institution, investor, or other entity:

- (i) The United States’ capacity as an owner, purchaser, or holder of whole loans, securities, derivatives, or other similar investments, including without limitation, mortgage backed securities, collateralized debt obligations, or structured investment vehicles.
- (ii) The creation, formation, solicitation, marketing, assignment, transfer, valuation, appraisal, underwriting, offer, sale, substitution, of or issuance of any interest in such whole loans, mortgages, securities, derivatives, or other similar investments.
- (iii) Claims that SunTrust or an affiliated entity made false or misleading statements or omissions, or engaged in other misconduct in connection with the sale, transfer or assignment of any interest in a loan, mortgage, or security or in connection with investors or purchasers in or of such loans, mortgages, or securities, including but not limited to any such conduct that

(a) affected a federally insured financial institution or violated a legal duty to a mortgage-backed security, trust, special purpose entity, financial institution, or investor (including the United States), or governmental agency and/or (b) that subjects SunTrust or an affiliated entity to a civil penalty or other remedy under 12 U.S.C. § 1833a.

(iv) Representations, warranties, certifications, statements, or claims made regarding such whole loans, securities, derivatives or other similar investments, including representations, warranties, certifications or claims regarding the eligibility, characteristics, or quality of mortgages or mortgagors;

(v) Activities related to the executing, notarizing, transferring or recording of mortgages; the endorsement or transfer of a loan; and the obtaining, executing, notarizing, transferring or recording of assignments;

(vi) Obtaining, securing, updating, transferring, or providing promissory notes or endorsements of promissory notes through allonges or otherwise;

(vii) Custodial and trustee functions;

(viii) Intentional or fraudulent failure to pay investors sums owed with respect to any security, derivatives, or similar investment;

(ix) Contractual covenants, agreements, obligations and legal duties to a mortgage-backed security, trust, special purpose entity, financial institution, investor, or other entity (including the United States);

- (x) Covered Origination Conduct (except to the extent such conduct is released in Paragraphs 3, 4, 5, 7 or 8); and
- (xi) Covered Servicing Conduct to the extent SunTrust or any affiliated entity engaged in the Covered Servicing Conduct in question not its capacity as servicer, subservicer or master servicer, but in its capacity as the originator of a mortgage loan or as seller, depositor, guarantor, sponsor, securitization trustee, securities underwriter, document custodian or any other capacity.

The exclusions set forth above in this subparagraph 11(e) shall not apply to Securitization/Investment Claims based on the following conduct, and such claims are included in what is being released:

Securitization/Investment Claims based on Covered Servicing Conduct by SunTrust or any affiliated entity where: (1) such conduct was performed by SunTrust or any affiliated entity in its capacity as the loan servicer, master servicer or subservicer, whether conducted for its own account or pursuant to a third party servicing agreement or similar agreement, and not in its capacity as loan originator, seller, depositor, guarantor, sponsor, securitization trustee, securities underwriter, or any other capacity; and (2) such conduct was not in connection with (x) the creation, formation, solicitation, marketing, sale, assignment, transfer, offer, sale, substitution, underwriting, or issuance of any interest in securities, derivatives or other similar investments or (y) the sale or transfer of mortgage loans. The claims addressed in this sub-paragraph include,

without limitation, Securitization and Investment Claims that the party seeking to enforce a mortgage loan against a borrower and homeowner in respect of that borrower's default did not have a documented enforceable interest in the promissory note and mortgage or deed of trust under applicable state law or is otherwise not a proper party to the foreclosure or bankruptcy action or claims based on such party's attempts to obtain such a documented enforceable interest or become such a proper party.

(f) Any liability arising under Section 8 of the Real Estate Settlement Procedures Act, 12 U.S.C. § 2607, relating to private mortgage insurance, with respect to claims brought by the CFPB;

(g) Except with respect to claims related to the delivery of initial or annual privacy notices, requirements with respect to the communication of non-public personal information to non-affiliated third parties, or other conduct required by Sections 502 through 509 of the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6802-6809), any claims or conduct involving the obligation of a financial institution under Section 501(b) of the Gramm-Leach-Bliley Act (15 U.S.C. s. 6801(b)) and its implementing regulations to maintain administrative, technical, and physical information security safeguards;

(h) Any liability arising under the Fair Housing Act; any provision of the Equal Credit Opportunity Act that is not expressly released in Paragraph 2 of this Release, including any provision prohibiting discriminatory conduct; the Home Mortgage Disclosure Act; or any other statute or law that prohibits discrimination of

persons based on race, color, national origin, gender, disability, or any other protected status;

- (i) Administrative claims, proceedings, or actions brought by HUD against any current or former director, officer, or employee for suspension, debarment or exclusion from any HUD program;
- (j) Any liability arising under the federal environmental laws;
- (k) Any liability to or claims brought by (i) the Federal Housing Finance Agency; (ii) any Government Sponsored Enterprise, including the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation (except where the Government Sponsored Enterprise seeks to impose such liability or pursue such claims in its capacity as an administrator of the Making Home Affordable Program of Treasury); (iii) the Federal Deposit Insurance Corporation (whether in its capacity as a Corporation, Receiver, or Conservator); (iv) the Government National Mortgage Association (“Ginnie Mae”) arising out of SunTrust’s contractual obligations related to serving as Master Subservicer on defaulted Ginnie Mae portfolios, including claims for breach of such obligations; (v) the CFPB with respect to claims within its authority that are not expressly released in Paragraph 7; (vi) the National Credit Union Administration, whether in its capacity as a Federal agency, Liquidating Agent, or Conservator; (vii) the Securities and Exchange Commission; (viii) the Federal Reserve Board and its member institutions; (ix) Maiden Lane LLC, Maiden Lane II LLC, Maiden Lane III LLC, entities that are consolidated for accounting purposes on the financial statements of the Federal Reserve Bank of New

York, and the Federal Reserve Bank of New York; (x) the Office of the Comptroller of the Currency; (xi) the USDA (except to the extent claims are released in Paragraph 5; (xii) the VA (except to the extent claims are released in Paragraph 4; (xiii) the Commodity Futures Trading Commission; and (xvi) the Inspectors General of such entities;

(l) Any liability to the United States based on the claims and conduct alleged in the First Amended Complaint in U.S. ex rel. [Sealed] v. [Sealed], 12-civ-7199 (S.D.N.Y.) [UNDER SEAL], including but not limited to, any false or fraudulent statements, claims, and/or certifications to HUD and/or the GSEs in connection with the reimbursement of costs or expenses incurred in connection with foreclosure-related proceedings anywhere in the United States (including foreclosure proceedings or other proceedings, such as bankruptcy or eviction proceedings, involving claims or issues relating to foreclosure), any failure to comply with, or any false or fraudulent statements, claims, and/or certifications to HUD and/or the GSEs concerning compliance with, quality control and/or monitoring requirements applicable to such costs or expenses; and no setoff related to amounts paid under this agreement shall be applied to any recovery in connection with that action..

(m) Any action that may be taken by the appropriate Federal Banking Agency (FBA), as defined in 12 U.S.C. § 1813(q), against SunTrust, any of its affiliated entities, and/or any institution-affiliated party of SunTrust, as defined in 12 U.S.C. § 1813(u), pursuant to 12 U.S.C. § 1818, and any action by the FBA to enforce the Consent Order issued against SunTrust by the FBA on April 13, 2011;

(n) Any liability based upon obligations created by this Consent Judgment;

(o) Any liability under FIRREA for any conduct, statements or omissions that are:

(i) Made or undertaken in connection with either (a) the creation, formation, transfer, sale, conveyance, or securitization of mortgage-backed securities, derivatives, collateralized debt obligations and credit default swaps, or other similar securities or (b) the sale or transfer of mortgage loans

(ii) Made or undertaken by SunTrust or an affiliated entity in its capacity as loan originator, seller, depositor, guarantor, sponsor, securitization trustee, securities underwriter, or any capacity other than as loan servicer, master servicer or subservicer, in connection with the origination (including Covered Origination Conduct), underwriting, due diligence, quality control, valuation, appraisal, pledging, substitution, recording, assignment, or securitization of mortgages, whole loans, mortgage-backed securities, derivatives, collateralized debt obligations and credit default swaps, or other similar securities (except to the extent such conduct is released in Paragraphs 2.c, 3, 4 or 5 and not excluded from this Release in Subsections (a)-(n) of this Paragraph 11);

(iii) Made to or directed at federal governmental entities (except to the extent such conduct is released in Paragraphs 2.a, 3, 4 or 5 and not excluded from this Release in Subsections (a)-(n) of this Paragraph 11); or

(iv) Based on (A) the failure by SunTrust or affiliated entity to pay investors or trustees any sums received by SunTrust or affiliated entity and owed to the investors and trustees with respect to any security, derivatives, or similar investment; (B) the failure by SunTrust or affiliated entity to disclose that it failed to pay investors or trustees any sums received by SunTrust or affiliated entity and owed to investors or trustees with respect to any security, derivatives, or similar investment; (C) the collection by SunTrust or affiliated entity of money or other consideration from loan sellers with respect to loans that SunTrust or an affiliated entity had sold to others or packaged into a security for sale to others; or (D) the failure by SunTrust or affiliated entity to repurchase loans to the extent that it had a contractual obligation to repurchase.

To the extent that the reservation of FIRREA claims in this subparagraph 11(o) is inconsistent with any other provision of this Release (not including Exhibit J), the reservation of FIRREA claims in this subparagraph 11(o) shall control. This reservation of FIRREA Claims shall not be construed to otherwise limit any other claim that the United States has against SunTrust, to alter the requirements of FIRREA, or to waive any defense available to SunTrust under existing law.

(12) For avoidance of doubt, this Release shall not preclude a claim by any private individual or entity for harm to that private individual or entity, except for a claim asserted by a private individual or entity under 31 U.S.C. § 3730(b) or 12 U.S.C. § 4207 that is subject to this Release and not excluded by Paragraph 11.

(13) SunTrust waives and shall not assert any defenses SunTrust may have to any criminal prosecution or administrative action based on the Covered Conduct that may be

based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Release bars a remedy sought in such criminal prosecution or administrative action. Nothing in this Paragraph or any other provision of this Consent Judgment constitutes an agreement by the United States concerning the characterization of the Federal Settlement Amount for purposes of Title 26, United States Code (Internal Revenue Code).

(14) SunTrust and any current or former affiliated entity, as well as any current or former director, current or former officer, or current or former employee of any of the foregoing, but only to the extent that SunTrust and any current or former affiliated entity possesses the ability to release claims on behalf of such individuals or entities, fully and finally releases the United States, the CFPB, and their employees from any claims based on the Covered Conduct to the extent, and only to the extent, that such individual or entity is released from claims based on that Covered Conduct under Paragraphs 2 through 9 of this Release and such claim is not excluded under Paragraph 11 of this Release (including, for the avoidance of doubt, claims by the entities listed in Paragraph 11(k)), as well as claims under the Equal Access to Justice Act, 28 U.S.C. § 2412 based on the United States' and CFPB's investigation and prosecution of the foregoing released claims. Nothing herein is intended to release claims for mortgage insurance or mortgage guaranty payments or claims for payment for goods and services, such as incentive payments under HAMP.

(15)

(a) Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulations, 48 C.F.R. § 31.205-47) incurred by or on behalf of SunTrust and any current or former affiliated entity (to the extent SunTrust retains liabilities associated with such former affiliated entity), any successor or assign, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, in connection with:

- (1) the matters covered by the Consent Judgment;
- (2) the United States' audits and civil investigations of the matters covered by the Consent Judgment;
- (3) SunTrust's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by the Consent Judgment (including attorney's fees);
- (4) the negotiation and performance of the Consent Judgment; and
- (5) the payments SunTrust makes to the United States or others pursuant to the Consent Judgment,
- (6) are unallowable costs for government contracting purposes ("Unallowable Costs").

(b) Future Treatment of Unallowable Costs: Unallowable Costs

will be separately determined and accounted for by SunTrust, and SunTrust shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

(c) Treatment of Unallowable Costs Previously Submitted for

Payment: Within 90 days of the Effective Date of the Consent Judgment, SunTrust shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by SunTrust or any of its affiliated entities from the United States. SunTrust agrees that the United States, at a minimum, shall be entitled to recoup from any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States reserves its rights to audit, examine, or re-examine SunTrust's books and records and to disagree with any calculations submitted by SunTrust or any of its affiliated entities regarding any Unallowable Costs included in payments previously sought by SunTrust, or the effect of any such Unallowable Costs on the amount of such payments.

(16) SunTrust agrees to cooperate fully and truthfully with the United States' and the CFPB's investigation of individuals and entities not released in this Release. Upon reasonable notice, SunTrust shall encourage, and agrees not to impair, the reasonable cooperation of its directors, officers and employees, and shall use its reasonable efforts to make available and encourage the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals.

(17) This Release is intended to be and shall be for the benefit only of the Parties and entities and individuals identified in this Release, and no other party or entity shall have any rights or benefits hereunder.

(18) Each party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Consent Judgment.

(19) Each party and signatory to this Consent Judgment represents that it freely and voluntarily enters into the Consent Judgment without any degree of duress or compulsion.

(20) This Release is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute arising out of matters covered by this Release is the United States District Court for the District of Columbia. For purposes of construing this Release, this Release shall be deemed to have been drafted by all the Parties and shall not, therefore, be construed against any party for that reason in any subsequent dispute.

(21) The Consent Judgment constitutes the complete agreement between the Parties as to the matters addressed herein. The Consent Judgment may not be amended except by written consent of the Parties.

(22) The undersigned represent and warrant that they are fully authorized to execute the Consent Judgment on behalf of the Parties indicated below.

(23) The Consent Judgment may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Consent Judgment.

(24) This Release is binding on, and inures to the benefit of, SunTrust's successors, heirs, and assigns.

(25) The Parties may disclose this Release, and information about this Release, to the public at their discretion.

(26) Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Release.

(27) Whenever the words "include," "includes," or "including" are used in this Release, they shall be deemed to be followed by the words "without limitation."