

Exhibit J

EXHIBIT J – RELEASE WITH RESPECT TO CERTAIN CLAIMS ARISING FROM SUNTRUST’S FHA ORIGINATION, UNDERWRITING AND QUALITY CONTROL OF FEDERAL HOUSING ADMINISTRATION (FHA)-INSURED MORTGAGES

In addition to the terms set forth in Exhibit F, the United States of America, acting through the United States Department of Justice and on behalf of the Department of Housing and Urban Development (“HUD”) (collectively the "United States") and SunTrust Mortgage, Inc. on behalf of itself and its affiliated entities¹ (“SunTrust”) (hereafter collectively referred to as "the Parties"), through their authorized representatives, agree upon the following additional terms (Exhibit J Agreement).

TERMS AND CONDITIONS

1. SunTrust shall pay to the United States \$418,000,000 (the “Exhibit J Settlement Amount”), plus simple interest on the Settlement Amount at a rate of 2.375% per annum accruing from March 5, 2014 through March 15, 2014, for a total of \$418,271,986, by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the Department of Justice. Payment of the Exhibit J Settlement Amount shall be no later than 10 days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning excluded claims) below, and conditioned upon SunTrust’s full payment of the Exhibit J Settlement Amount plus the accrued interest, the United States, on behalf of its officers, agencies, and departments (including HUD), releases SunTrust, together with its current and former parent corporations, direct and indirect subsidiaries, divisions, and affiliates agents, attorneys and 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 monetary claim the United States has under

¹ The term “affiliated entities” as used here is defined in paragraph 10 of Exhibit F.

the False Claims Act, 31 U.S.C. §§ 3729-3733; the Financial Institutions Recovery, Reform, and Enforcement Act of 1989, 12 U.S.C. § 1833a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud, or any other statute or common law cause of action for civil damages or civil penalties 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(d), for the conduct set forth in Attachment A in connection with its origination, underwriting, quality control, and endorsement of single-family residential mortgage loans insured by the FHA between January 1, 2006 and March 30, 2012 that resulted in claims submitted to HUD on or before September 30, 2013. SunTrust agrees that it engaged in the conduct set forth in Attachment A.

3. Notwithstanding the release given in paragraph 2 of this Release, or any other term of this Exhibit J Agreement, the following claims of the United States are not released by this Exhibit J Agreement.

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Release, any administrative liability, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the conduct set forth in Attachment A;
- e. Any liability based upon obligations created by this Release;

- f. Any liability for personal injury or property damage or for other consequential damages arising from the conduct set forth in Attachment A;
- g. Any liability of individuals (including current or former directors, officers, employees, agents, or attorneys of SunTrust) who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys' Manual), are indicted or charged, or who enter into a plea agreement, related to the conduct set forth in Attachment A.
- h. Any liability arising from SunTrust's origination or underwriting of Home Equity Conversion Mortgages under 12 U.S.C. § 1715z-20 or Streamlined Refinances under 12 U.S.C. § 1715n(a)(7);
- i. Any liability arising from any claims submitted to HUD on or after October 1, 2013, or from any mortgages endorsed for FHA insurance on or after April 1, 2012;
- j. Any liability to the United States arising from, and no setoff related to amounts paid under this Release shall be applied to any recovery for, false statements, claims, and/or certifications related to unlawful or excessive costs or expenses charged or claimed in connection with foreclosure-related litigation (including foreclosure, bankruptcy, and eviction proceedings), including but not limited to liability arising from inadequate quality control and/or monitoring of such costs or expenses; or
- k. Any liability to the United States for the claims and conduct alleged in the following qui tam action and no setoff related to amounts paid under this Release shall be applied to any recovery in connection with that action:

(i) *U.S. ex rel. [Sealed] v. [Sealed]*; 12-civ-7199

(S.D.N.Y.) [UNDER SEAL].

4. SunTrust fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that SunTrust has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the conduct set forth in Attachment A and the United States' investigation and prosecution thereof.

5. Paragraphs 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26 of Exhibit F are incorporated herein by reference into this Exhibit J Agreement and govern the Parties' rights and obligations with respect to this Release.