

EXHIBIT K

HUD ADMINISTRATIVE RELEASE

This Administrative Release (“Administrative Release”) is entered into among the United States Department of Housing and Urban Development (HUD), acting through the United States Department of Justice, and SunTrust Mortgage, Inc. on behalf of itself and its affiliated entities¹ (collectively “SunTrust”) (HUD and SunTrust are collectively referred to as “the Parties”).

TERMS AND CONDITIONS

(1) Subject to the exceptions in Paragraph 2 below, HUD fully and finally releases 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, 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, based on the Covered Servicing Conduct,² the Covered Origination Conduct³ and/or the conduct described in Attachment A to Exhibit J with respect to FHA loans that has taken place as of 11:59 p.m., Eastern Daylight Time, on June 17, 2014. Provided, however, that, for all FHA mortgage loans originated by SunTrust and/or approved by a SunTrust FHA direct endorsement underwriter from January 1, 2006, through March 31, 2012, and for which a claim for FHA insurance benefits has not been submitted for payment on or before June 17, 2014 (“Future Claims”), HUD does not release its rights to demand

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

² The term “Covered Servicing Conduct” as used here is defined in paragraph C of Exhibit F.

³ The term “Covered Origination Conduct” as used here is defined in paragraph D of Exhibit F.

indemnification administratively (i.e., for single damages, but not for double damages, treble damages, or penalties) pursuant to the procedures set forth below:

(a) HUD may demand that SunTrust provide electronic copies of FHA case binders to facilitate its review of the Future Claims. SunTrust will produce such FHA case binders within thirty (30) days of HUD's request or such other time period agreed to by SunTrust and HUD.

(b) HUD may demand indemnification from SunTrust on Future Claims, where HUD has identified one or more material deficiencies in the origination and/or underwriting of these loans.

(c) HUD will notify SunTrust in writing of the material deficiency or deficiencies, and will provide a description of the material deficiency or deficiencies, in any Future Claims within six (6) years of the submission of the claim for insurance benefits.

(d) SunTrust will indemnify HUD for HUD's losses in connection with the Future Claims within 60 days of HUD's transmission of its request for indemnification, unless a greater time is agreed to by SunTrust and HUD within that 60-day period, or SunTrust will satisfy HUD, through the dispute resolution process described herein, that indemnification is not warranted.

(e) The referenced dispute resolution process shall be restricted to the following, and will not afford, and SunTrust agrees that it will not seek, judicial, quasi-judicial, or any other review or appeal, legal or administrative or otherwise, or any other challenge of any kind:

(i) SunTrust will have the right to respond in writing to HUD's request for indemnification, provided that such response by SunTrust is made

within 60 days of HUD's request for indemnification, or within such further time as HUD's Associate General Counsel for Program Enforcement or his designee (provided such designee is not a person making a determination at any other level of this escalation review process) ("Associate General Counsel") permits in response to a reasonable request by SunTrust for an extension of time that is received by HUD's Associate General Counsel within that 60-day period;

(ii) SunTrust's timely response will be reviewed by the Associate General Counsel, who will decide whether indemnification is warranted, and will notify SunTrust in writing of his conclusion;

(iii) SunTrust will pay the amount of indemnification specified pursuant to paragraph 1(e)(ii) (above), within 30 days of the Associate General Counsel's transmission of his conclusion, or request further review by HUD's General Counsel or his designee (provided such designee is not a person making a determination at any other level of this escalation review process) ("HUD's General Counsel") by submitting a written request for such review to the Associate General Counsel within 30 days of the Associate General Counsel's notice that indemnification is warranted;

(iv) SunTrust's timely request pursuant to paragraph 1(e)(iii) (above) will be reviewed by HUD's General Counsel, who will decide whether indemnification is warranted and will notify SunTrust in writing of his conclusion;

(v) SunTrust will pay the amount of indemnification specified pursuant to paragraph 1(e)(iv) (above) within 30 days of the HUD General

Counsel's transmission of his conclusion, or request further review by the Secretary of the Department of HUD or his designee (provided such designee is not a person making a determination at any other level of this escalation review process) (the "Secretary") by submitting a written request for such review to the Associate General Counsel within 30 days of the HUD General Counsel's notice that indemnification is warranted;

(vi) SunTrust's timely request pursuant to paragraph 1(e)(v) (above) will be reviewed by the Secretary, who will decide whether indemnification is warranted and will notify SunTrust in writing of his conclusion; and

(vii) To the extent the Secretary concludes that indemnification is warranted, SunTrust shall have 14 days from HUD's transmission of the Secretary's notice to pay HUD the amount of indemnification specified pursuant to paragraph 1(e)(vi) (above).

Notwithstanding the foregoing, in no instance shall this Administrative Release relieve SunTrust of any obligation to remedy, upon identification, defects of title or such other problems caused by SunTrust's 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 notify SunTrust and SunTrust shall have 60 days from the notification (or such further time as the Secretary may approve in writing) to correct the defect in title. Further, nothing in this Administrative Release shall relieve SunTrust of any obligation to provide FHA with any and all mortgage insurance premium payments that have been or should have been collected, plus interest, if any. Notwithstanding any other provision of

this Administrative Release, FHA shall calculate the payment of insurance benefits for any insured mortgage in accordance with its regulations.

(2) Notwithstanding any other term of this Administrative Release, the following claims of HUD are specifically reserved and are not released:

(a) Any liability to HUD for any conduct other than the Covered Origination Conduct and/or Covered Servicing Conduct, or any liability for any conduct that is not expressly released herein or in Exhibit J to the Consent Judgment;

(b) Any liability to or claims brought by the Government National Mortgage Association (“Ginnie Mae”);

(c) Any liability arising under the Fair Housing Act; any provision of the Equal Credit Opportunity Act that is not expressly released in Exhibit F or Paragraph 1 of this Administrative 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.

(d) 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 programs.