

appear through E. Scott Pruitt, Attorney General of Oklahoma (hereafter "Attorney General"). Defendants appear through their undersigned counsel. Having been advised that the parties have reached an agreement for the purposes of settling the claims and disputes set forth in the Attorney General's Petition, the Court hereby finds and orders as follows:

1. That this action is brought in the public interest by E. Scott Pruitt, the duly elected Attorney General for the State of Oklahoma, to remedy alleged violations of the Oklahoma Consumer Protection Act, 15 O.S. 2011 § 751 *et. seq.* (hereafter, the "OCA");

2. That standing of the Attorney General to commence this action is conferred by 15 O.S. 2011 § 756.1;

3. That this Court is the proper venue for this action;

4. That Defendants are entities engaged in the origination and servicing of residential mortgage loans in the State of Oklahoma through at least one of the named Defendants from each corporate family;

5. That, given the uncertainties involved in protracted litigation, the parties have agreed to resolve their claims without the need for further legal action;

6. That, accordingly, the parties have consented to the entry of this Consent Judgment without trial or adjudication of any issue of fact or law set forth in the Attorney General's Petition;

7. That, despite their consent to the entry of this Consent Judgment, the Defendants deny the allegations set forth in the Attorney General's Petition;

8. That Bank of America Corporation, Bank of America, N.A., and BAC Home Loans Servicing, LP (f/k/a Countrywide Home Loans Servicing, LP) shall pay to the State of Oklahoma, through the Office of the Attorney General, the sum of \$8,370,974.70; that Citigroup

Inc., Citibank, N.A., and Citimortgage, Inc., shall pay to the State of Oklahoma, through the Office of the Attorney General, the sum of \$1,549,103.60; that J.P. Morgan Chase & Company and J.P. Morgan Chase Bank, N.A. shall pay to the State of Oklahoma, through the Office of the Attorney General, the sum of \$4,034,533.00; that Residential Capital, LLC, Ally Financial, Inc., and GMAC Mortgage, LLC, shall pay to the State of Oklahoma, through the Office of the Attorney General, the sum of \$935,208.00; and that Wells Fargo & Company and Wells Fargo Bank, N.A. shall pay to the State of Oklahoma, through the Office of the Attorney General, the sum of \$3,769,569.70 all in compensatory damages by electronic funds transfer no later than seven days after the entry by the Court of this Consent Judgment, said payment to be used by the Attorney General for consumer restitution, attorneys' fees and other costs of investigation and litigation, or to be placed in, or otherwise applied to, the consumer protection enforcement fund to be used for any other purpose permitted by state law, at the sole discretion of the Attorney General; and

9. That the Attorney General has agreed, in consideration of the terms set forth herein, to the release of certain claims and remedies against Defendants as set forth in Exhibit A hereto.

IT IS SO ORDERED.

DATED this 12th day of March, 2012.

DANIEL L. OWENS

DISTRICT JUDGE

i. PATRICIA PRESLEY, Court Clerk for Oklahoma County, Okla., hereby certify that the foregoing is a true, correct and complete copy of the instrument herewith set out as appears of record in the District Court Clerk's Office of Oklahoma County, Okla., this 13th day of March, 2012.
By: [Signature] PATRICIA PRESLEY, Court Clerk
Deputy

APPROVED AS TO FORM:

E. SCOTT PRUITT
ATTORNEY GENERAL

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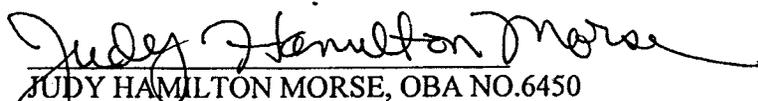
Thomas A. Bates, OBA No. 15672
Assistant Attorney General
Chief, Public Protection Unit
313 NE 21st Street
Oklahoma City, Oklahoma 73105
Phone: (405) 522-1015
Fax: (405) 522-0085

FOR DEFENDANTS Bank of America
Corporation, Bank of America, N.A., and
BAC Home Loans Servicing, LP



MARK E. HARDIN, OBA NO. 15297
Pierce Couch Hendrickson Baysinger
& Green, L.L.P.
1100 Petroleum Club Building
601 S. Boulder Avenue
Tulsa, Oklahoma 74119
Phone: (918) 583-8100
Fax: (918) 583-8107

FOR DEFENDANTS Citigroup, Inc.,
Citibank, N.A., and CitiMortgage, Inc.

A handwritten signature in black ink that reads "Judy Hamilton Morse". The signature is written in a cursive style with a long horizontal flourish extending to the right.

JUDY HAMILTON MORSE, OBA NO.6450

CROWE & DUNLEVY

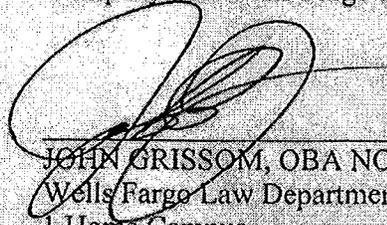
20 N. Broadway, Suite 1800

Oklahoma City, Oklahoma 73102

Phone: (405) 235-7759

Fax: (405) 272-5242

FOR DEFENDANTS Wells Fargo &
Company and Wells Fargo Bank, N.A.



JOHN GRISSOM, OBA NO. 14081

Wells Fargo Law Department

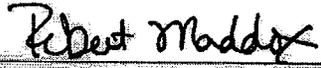
1 Home Campus

Des Moines, Iowa 50328-0001

Phone: (515) 213-7258

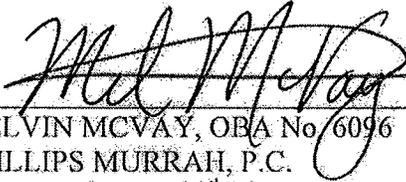
Fax: (515) 213-5192

FOR DEFENDANTS Residential Capital, LLC,
Ally Financial, Inc. and GMAC
Mortgage, LLC



ROBERT MADDOX, OBA NO. 22927
Bradley Arant Boult Cummings, LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Phone: (205) 521-8000
Fax: (205) 521-8800

FOR DEFENDANTS J.P. Morgan Chase &
Company and J.P. Morgan Chase Bank, N.A.

A handwritten signature in black ink, appearing to read "Mel McVay", is written over a horizontal line.

MELVIN MCVAY, OBA No 6096
PHILLIPS MURRAH, P.C.
Corporate Tower, 13th Floor
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EXHIBIT A

I. Covered Conduct

For purposes of this Release, the term “Covered Conduct” means residential mortgage loan servicing, residential foreclosure services, and residential mortgage loan origination services. For purposes of this Release, the term “Bank” means each Defendant as defined in the Consent Judgment, 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 purposes of this Section I only, the term “Bank” includes 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, the term “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, the term “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)

employees in connection with origination of residential mortgage loans; (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 their execution of this Consent Judgment, the State of Oklahoma and the Oklahoma State Banking Department *ex. rel.* Attorney General E. Scott Pruitt (“Regulators”) release and forever discharge the Bank from the following: any civil or administrative claim, of any kind whatsoever, direct or indirect, that a Regulator 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 IV, 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. Covenants by the Bank

1. The Bank waives and shall not assert any defenses the Bank may have to any criminal prosecution 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.

2. The Bank agrees to cooperate with a Regulator's criminal investigation of individuals and entities not released in this Release. For purposes of this covenant, cooperation shall not include any requirement that the Bank waive the attorney-client privilege or any other applicable privileges or protection, included but not limited to the attorney work product doctrine. Upon reasonable notice, the Bank 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.

IV. 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 acts 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 this Consent Judgment.
4. Claims against Mortgage Electronic Registration Systems, Inc. or MERSCORP, Inc.
5. Claims arising out of alleged violations of fair lending laws that relate to discriminatory conduct in lending.
6. 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).
7. Tax claims, including, but not limited to, claims relating to real estate transfer taxes.
8. 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 Regulators that are released herein.
9. Criminal enforcement of state criminal laws.
10. Claims of county commissioners, county recorders, city recorders, town recorders or other local government officers or agencies for fees relating to the recordation or registration process of mortgages or deeds of trust, including assignments, transfers and conveyances, regardless of whether those claims would be brought directly by such local government officers or agencies or through the Office of the Attorney General representing such local government officers or agencies.

11. Claims and defenses asserted by third parties, including individual mortgage loan borrowers on an individual or class basis.

12. 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 Regulators shall not otherwise take actions seeking to invalidate past mortgage assignments or foreclosures in connection with loans serviced and/or owned by the Bank. For the avoidance of doubt, nothing in this paragraph 12 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 13 of Section IV of this Release.

13. Disciplinary proceedings brought by a Regulator against individual employees with respect to mortgage loan origination conduct for misconduct or violations under state law.