

PURCHASE AND SETTLEMENT AGREEMENT

This PURCHASE AND SETTLEMENT AGREEMENT (the “Agreement”) is entered into as of August 22, 2014, by and between (i) the Federal Housing Finance Agency (“FHFA” or “Plaintiff”), as Conservator of the Federal National Mortgage Association (“Fannie Mae,” and, together with the Federal Home Loan Mortgage Corporation (“Freddie Mac”), “the GSEs”), and Freddie Mac, on the one hand, and (ii) Goldman, Sachs & Co. (“Goldman”), GS Mortgage Securities Corp., Goldman Sachs Mortgage Company, The Goldman Sachs Group, Inc., Goldman Sachs Real Estate Funding Corp., Peter C. Aberg, Howard S. Altarescu, Robert J. Christie, Kevin Gasvoda, Michelle Gill, David J. Rosenblum, Jonathan S. Sobel, Daniel L. Sparks, and Mark Weiss (collectively, the “Goldman Sachs Defendants”), on the other. The Goldman Sachs Defendants, together with FHFA and Freddie Mac, are referred to herein as the “Parties,” with each a “Party.”¹

WHEREAS, on September 6, 2008, the Director of FHFA placed Fannie Mae and Freddie Mac into conservatorships pursuant to the Housing and Economic Recovery Act of 2008 (“HERA”);

WHEREAS, on or about September 2, 2011, FHFA, in its capacity as Conservator for Freddie Mac (and Fannie Mae), commenced an action against the Goldman Sachs Defendants in the United States District Court for the Southern District of New York, captioned *Federal Housing Finance Agency v. Goldman, Sachs & Co., et al.*, No. 11 Civ. 6198 (DLC) (the “*Goldman Sachs Action*”);

WHEREAS, on or about September 2, 2011, FHFA, in its capacity as Conservator for Freddie Mac, commenced an action against Goldman and other defendants in the Supreme Court of the State of New York, New York County, captioned *Federal Housing Finance Agency v. Ally Financial Inc., et al.*, No. 652441/2011, which was removed to the United States District Court for the Southern District of New York on or about October 6, 2011, captioned *Federal Housing Finance Agency v. Ally Financial Inc., et al.*, No. 11 Civ. 7010 (DLC) (the “*Ally Action*”);

WHEREAS, on or about June 12, 2012, FHFA served an Amended Complaint in the *Ally Action*; and on or about June 13, 2012, FHFA served an Amended Complaint in the *Goldman Sachs Action*;

WHEREAS, the Goldman Sachs Defendants are the only defendants in the *Goldman Sachs Action*, and Goldman is the only defendant remaining in the *Ally Action*;²

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in Paragraph 1 herein.

² Messrs. Aberg and Christie were dismissed without prejudice from the *Goldman Sachs Action* pursuant to a stipulation dated February 8, 2013; however, they are included among the Goldman Sachs Defendants for purposes of this Agreement.

WHEREAS, the Goldman Sachs Defendants have determined that they are prepared to pay \$2,154,122,944 in consideration for the Transferred Securities, and otherwise to resolve, except as specified herein, all claims asserted by FHFA as Conservator for Freddie Mac against the Goldman Sachs Defendants arising from the Covered Securities; and FHFA has determined it is prepared to accept such amounts in exchange for the Transferred Securities and such resolution, including the releases and limitations set forth in this Agreement, and the Parties have determined that no portion of the Payment will reflect any value for the asserted claims based on theories of common law fraud;

WHEREAS, the Parties have now reached an agreement to fully and finally compromise, resolve, dismiss, discharge, and settle each and every one of the Released Claims against each and every one of the Released Persons, and to dismiss all claims against the Goldman Sachs Defendants in the *Goldman Sachs* and *Ally* Actions in their entirety with prejudice and on the merits;

NOW, THEREFORE, for good and valid consideration, the receipt and sufficiency of which is hereby acknowledged by all Parties hereto, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) “Affiliate” means, with respect to any specified Person, any other Person that, at the time of determination or on the Execution Date, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person, where “control” means, as to any Person, the power to direct or cause the direction of the management, policies, or practices of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “controlled by” and “under common control with” have correlative meanings.

(b) “Covered Securities” means all securities that are listed in Exhibit A, which list is intended by the Parties to include all securities for which FHFA has brought claims against any of the Goldman Sachs Defendants in the *Goldman Sachs* and *Ally* Actions arising from purchases by Freddie Mac.

(c) “Effective Date” means the date upon which the Payment, as defined below, is received by both GSEs, as evidenced by confirmation of the wire transfer pursuant to the written instructions of FHFA.

(d) “Execution Date” means the date by which all Parties have signed this Agreement, whether in multiple counterparts, by facsimile, or .pdf.

(e) “FHFA Actions” means those actions listed in Exhibit B-1.

(f) “LIBOR Claims” means any claims relating to the London Interbank Offered Rate, whether associated with the Covered Securities or any other securities.

(g) “Person” means an individual, corporate entity, partnership, association, joint stock company, limited liability company, estate, trust, government entity (or any political

subdivision or agency thereof) and any other type of business or legal entity; provided, however, that nothing in this definition or its use in this Agreement shall be construed to bind any governmental agency/entity other than FHFA acting solely in its capacity as Conservator for Fannie Mae and Freddie Mac, and the GSEs.

(h) “Protective Order” means the First Amended Protective Order issued on January 11, 2013, in the *Goldman Sachs* and *Ally* Actions.

(i) “Related Actions” means those actions listed in Exhibit B-2.

(j) “Released Claims” means, collectively, the Released Plaintiff Claims and the Released Defendant Claims.

(k) “Released Defendant Claims” means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature and description whatsoever that relate to the Covered Securities, (i) whether disclosed or undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or unripened; (ii) whether at law or equity, whether based on or arising under state, local, federal, foreign (if any), statutory, regulatory, common, or other law or rule and upon any legal theory (including, but not limited to, claims arising under federal or state securities laws), no matter how asserted; (iii) that previously existed, currently exist, or exist in the future; and (iv) that were, could have been, or may be asserted by any or all of the Releasing Defendant Persons against any or all of the Released Plaintiff Persons in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency, or other forum; provided, however, that the Released Defendant Claims shall not include: (i) any claims against any Person other than the Released Plaintiff Persons; (ii) any claims against any governmental entity or agency besides FHFA, solely in its capacity as Conservator of the GSEs, or the GSEs; (iii) any LIBOR Claims; or (iv) any claims to enforce this Agreement.

(l) “Released Defendant Persons” means each of the Goldman Sachs Defendants along with each of the Goldman Sachs Defendants’ past and/or present principals, Affiliates, subsidiaries, parents, general partners, limited partners, and any Person in which any Goldman Sachs Defendant has a controlling interest, and each such Person’s past and/or present principals, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, investment bankers, representatives, agents, estates, divisions, financial advisors, estate managers, advisors, investment advisors, auditors, accountants, trustees, underwriters, family members, executors, administrators, assigns, insurers and reinsurers, as well as anyone acting or appearing to act on behalf of any of them; and the legal representatives, heirs, executors, administrators, predecessors, successors and assigns of any of the foregoing.

(m) “Released Persons” means, collectively, the Released Plaintiff Persons and the Released Defendant Persons.

(n) “Released Plaintiff Claims” means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, and controversies of any kind, nature, and description whatsoever that relate to the Covered Securities, (i) whether disclosed or undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or unripened; (ii) whether at law or equity, whether based on or arising under state, local, federal, foreign (if any), statutory, regulatory, common, or other law or rule and upon any legal theory (including, but not limited to, claims arising under federal or state securities laws), no matter how asserted; (iii) that previously existed, currently exist, or exist in the future; and (iv) that were, could have been, or may be asserted by any or all of the Releasing Plaintiff Persons against any or all of the Released Defendant Persons in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency, or other forum; provided, however, that the Released Plaintiff Claims shall not include (i) any claims against any Person other than the Released Defendant Persons; (ii) any claims of any governmental entity or agency besides FHFA, solely in its capacity as Conservator of the GSEs, or the GSEs; (iii) any LIBOR Claims; or (iv) any claims to enforce this Agreement.

(o) “Released Plaintiff Persons” means each of (i) FHFA, solely in its capacity as Conservator of Freddie Mac; and (ii) Freddie Mac, along with each of Freddie Mac’s respective past and/or present principals, Affiliates, subsidiaries, parents, general partners, limited partners, and any Person in which Freddie Mac has a controlling interest, and each such Person’s past and/or present administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, principals, officers, managers, directors, partners, limited partners, investment bankers, representatives, estates, divisions, financial advisors, investment advisors, advisors, auditors, accountants, trustees, underwriters, assigns, insurers, and reinsurers, as well as anyone acting or appearing to act on behalf of any of them; and the legal representatives, heirs, executors, administrators, predecessors, successors and assigns of any of the foregoing. “Released Plaintiff Persons” does not include any governmental entity or agency besides FHFA, solely in its capacity as conservator of Freddie Mac.

(p) “Releasing Defendant Persons” means each of the Goldman Sachs Defendants and each and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, and any other Person who has the right, ability, standing, or capacity to assert, prosecute, or maintain on their behalf any of the Released Defendant Claims, whether in whole or in part; provided, however, that “Releasing Defendant Persons” shall not include any of the Goldman Sachs Defendants’ outside counsel.

(q) “Releasing Persons” means, collectively, the Releasing Plaintiff Persons and the Releasing Defendant Persons.

(r) “Releasing Plaintiff Persons” means (i) FHFA, solely in its capacity as Conservator of Freddie Mac; (ii) Freddie Mac; and (iii) each and all of FHFA and Freddie Mac’s respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, and any other

Person who has the right, ability, standing, or capacity to assert, prosecute, or maintain on their behalf any of the Released Plaintiff Claims, whether in whole or in part; provided, however, that nothing in this definition or its use in this Agreement shall be construed to bind or constitute a release by any governmental agency/entity other than FHFA solely in its capacity as Conservator of Freddie Mac. "Releasing Plaintiff Persons" shall not include any of FHFA's or Freddie Mac's outside counsel.

(s) "Transferred Securities" means each of the Covered Securities except for FFML 2005-FF8 A1 (CUSIP 362341QL6).

2. Payment.

(a) In consideration for (i) the Plaintiff's execution and performance of this Agreement, (ii) the transfer of the Transferred Securities to Goldman after receipt of the Payment (as defined below), and (iii) the release of claims as set forth herein, the Goldman Sachs Defendants shall make or cause to be made, for the benefit of FHFA and Freddie Mac, a one-time, lump sum payment of \$2,154,122,944 (the "Payment"), payable to Freddie Mac, in accordance with FHFA's written instructions. FHFA and Freddie Mac or their counsel will provide Goldman with a W-9 form. The Goldman Sachs Defendants shall make the Payment, or cause it to be made, within three (3) business days of the Execution Date or the receipt of such W-9 form, whichever is later.

(b) The payment of the Payment shall constitute a full and valid discharge of the Goldman Sachs Defendants' payment obligation pursuant to this Agreement and in connection with the settlement of the *Goldman Sachs* and *Ally* Actions.

3. Full Consideration. The Parties agree that, apart from the Payment, the releases provided in Paragraphs 7 and 9 below, and as otherwise set forth in this Agreement, Plaintiff and the Releasing Plaintiff Persons are not entitled to any other payments or consideration from any of the Released Defendant Persons in respect of the Released Claims.

4. No Admission.

(a) In light of the record in the *Goldman Sachs* and *Ally* Actions, FHFA and Freddie Mac have settled the Released Plaintiff Claims based on FHFA's statutory claims, which FHFA and Freddie Mac believe they would have been successfully able to prosecute, and not on the basis of claims asserting fraud, to which the Parties ascribe no value in this settlement.

(b) This Agreement does not constitute an admission by any of the Goldman Sachs Defendants of any liability or wrongdoing whatsoever, including, but not limited to, any liability or wrongdoing with respect to any of the allegations that were or could have been raised in the *Goldman Sachs* or *Ally* Actions. The Goldman Sachs Defendants have settled the Released Defendants' Claims despite their belief that they would have been able successfully to defend all claims asserted by FHFA.

(c) The Parties agree that this Agreement is the result of a compromise within the provisions of the Federal Rules of Evidence, and any similar statutes or rules, and shall not be used or admitted in any proceeding for any purpose including, but not limited to, as evidence of

liability or wrongdoing by any Goldman Sachs Defendant, nor shall it be used for impeachment purposes, to refresh recollection, or any other evidentiary purpose; provided, however, that this paragraph shall not apply to any claims to enforce this Agreement.

5. Transfer of Securities and Other Matters.

(a) As soon as reasonably possible upon notification of receiving the Payment on the Effective Date, Freddie Mac shall deliver and assign all right, title, and interest in the Transferred Securities to Goldman as provided for in this Paragraph, including without limitation all claims, suits and causes of action arising out of, in connection with, or relating to the Transferred Securities, whether known or unknown and whether arising before, on or after the date of transfer; provided, however, that such assignment of claims shall not include any accrued LIBOR Claims or any claims to enforce this Agreement. If the Payment is received before 10:00 a.m. on the Effective Date, then on the Effective Date (if that is a business day), and in all other cases no later than the next business day, Freddie Mac will transmit individually or collectively all of the Transferred Securities to the Depository Trust Company (“DTC”) using “Free Delivery” instructions to the DTC box and account of Goldman in accordance with Goldman’s prior written instructions to FHFA.

(b) FHFA and Freddie Mac, jointly and severally, hereby represent and warrant that Freddie Mac owns the Transferred Securities, that none of the Transferred Securities are subject to any claim or lien of any kind and that, upon the transfers set forth in Subparagraph 5(a), Goldman will own such Transferred Securities free and clear of any lien or claim of any kind.

(c) Beginning on August 28, 2014, Freddie Mac and Goldman will cooperate in good faith to mutually determine, as promptly as reasonably practicable (and in any event not later than September 4, 2014), the aggregate amount of distributions of principal in respect of the Transferred Securities actually distributed on or after August 13, 2014, to record holders of the Transferred Securities as of such date (such amount, the “Distribution Amount”). On the later of the Effective Date or September 5, 2014, Freddie Mac will pay the Distribution Amount to Goldman by wire transfer of immediately available funds in accordance with such payment instructions as Goldman shall provide to FHFA and Freddie Mac. In the event that on or after August 28, 2014, a distribution of principal is made in respect of any Transferred Security in respect of a record date between August 13, 2014, and the Effective Date, Freddie Mac will promptly (and in any event within two business days of receipt, though in no event prior to the Effective Date) pay the amount of such distribution to Goldman by wire transfer of immediately available funds in accordance with such payment instructions as Goldman shall provide to FHFA and Freddie Mac. For the avoidance of doubt, (i) no payment is required to be made hereunder by FHFA or Freddie Mac in respect of a distribution received by Goldman (or an affiliate of Goldman); and (ii) Freddie Mac shall be entitled to retain all interest accrued through the Effective Date, and Goldman will promptly (and in any event within two business days of receipt by Goldman (or an affiliate of Goldman)) pay Freddie Mac the amount of any such interest received by Goldman that accrued through the Effective Date.

6. Additional Conditions:

(a) No later than one (1) business day after the Execution Date, the Parties shall jointly file a motion to stay all proceedings in the *Goldman Sachs* and *Ally* Actions, in the form attached hereto as Exhibit C-1.

(b) No later than one (1) business day after the Effective Date, the Parties shall jointly file stipulations of voluntary dismissal with prejudice of the *Goldman Sachs* and *Ally* Actions pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), in the form attached hereto as Exhibits C-2 and C-3.

(c) No later than one business day after the Execution Date, all discovery and motion practice in the *Goldman Sachs* and *Ally* Actions shall cease. For the avoidance of doubt, nothing in this Agreement will affect discovery in the Related Actions or any third-party discovery in the Related Actions.

7. Release by the Releasing Plaintiff Persons. In exchange for the Payment and the release provided by the Releasing Defendant Persons, each and every one of the Releasing Plaintiff Persons shall upon the Effective Date: (a) have and be deemed by operation of law to have completely, fully, finally, and forever dismissed, released, relinquished and discharged with prejudice each and every one of the Released Defendant Persons from any and all of the Released Plaintiff Claims; (b) forever be barred and enjoined from filing, commencing, intervening in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited to, filing an application or motion for preliminary or permanent injunctive relief) in any other lawsuit, arbitration, or other proceeding in any jurisdiction that asserts any of the Released Plaintiff Claims against any or all of the Released Defendant Persons; and (c) have and be deemed to have covenanted not to sue any of the Released Defendant Persons with respect to any of the Released Plaintiff Claims.

8. Covenants by the Plaintiff. Effective upon execution of this Agreement, FHFA and Freddie Mac, on behalf of themselves and all of the Releasing Plaintiff Persons, hereby covenant and agree that:

(a) No Releasing Plaintiff Person shall commence, assert, file, or initiate any Released Plaintiff Claim, including (but not limited to) by way of third-party claim, cross-claim, or counterclaim, or by right of representation or subrogation, against any of the Released Defendant Persons.

(b) No Releasing Plaintiff Person shall participate in bringing or pursuing any Released Plaintiff Claim against any Released Defendant Person; provided, however, that, subject to the terms of the Protective Order, a Releasing Plaintiff Person shall not be precluded from assisting other government agencies in investigating or pursuing any claim against any Released Defendant Person.

(c) Nothing in this Agreement shall prevent FHFA from seeking third-party discovery from any Released Defendant Person in any action or proceeding not related to a Released Plaintiff Claim. For the avoidance of doubt, nothing in this Agreement shall relieve any Released Defendant Person from any obligation or requirement under Rule 45 of the Federal

Rules of Civil Procedure; provided, however, that nothing in this Agreement shall prevent any Released Defendant Person from objecting to any such request, which objections may be challenged by FHFA and/or Freddie Mac.

9. Release by the Releasing Defendant Persons. In exchange for the release provided by the Releasing Plaintiff Persons, the transfer of the Transferred Securities to Goldman, and the dismissal with prejudice of the *Goldman Sachs* and *Ally* Actions, each and every one of the Releasing Defendant Persons shall upon the Effective Date (a) have and be deemed by operation of law completely, fully, finally, and forever to have dismissed, relinquished, released, and discharged with prejudice each and every one of the Released Plaintiff Persons from any and all of the Released Defendant Claims; (b) forever be barred and enjoined from filing, commencing, intervening in, participating in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited to, filing an application or motion for preliminary or permanent injunctive relief) in any other lawsuit, arbitration, or other proceeding in any jurisdiction that asserts any of the Released Defendant Claims against any or all of the Released Plaintiff Persons; and (c) have and be deemed to have covenanted not to sue any of the Released Plaintiff Persons with respect to any of the Released Defendant Claims.

10. Acknowledgment Regarding Release of Claims. Each of the Parties acknowledges that he, she, or it has been advised by his, her, or its attorneys concerning, and is familiar with, California Civil Code Section 1542 and expressly waives any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to the provisions of the California Civil Code Section 1542, including that provision itself, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Parties acknowledge that inclusion of the provisions of this Section to this Agreement was a material and separately bargained for element of this Agreement.

The Releasing Persons may hereinafter discover facts in addition to or different from those which such Releasing Persons now know or believe to be true with respect to the subject matter of the Released Claims, but the Releasing Persons shall have fully, finally and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including but not limited to, Released Claims relating to conduct that is negligent, grossly negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

The Parties acknowledge that the foregoing waiver is a material and separately bargained for element of the Agreement.

11. Covenants by the Goldman Sachs Defendants. Effective upon execution of this Agreement, the Goldman Sachs Defendants, on behalf of themselves and all of the Releasing Defendant Persons, hereby covenant and agree that:

(a) No Releasing Defendant Person shall commence, assert, file, or initiate any Released Defendant Claim, including (but not limited to) by way of third-party claim, cross-claim or counterclaim or by right of representation or subrogation, against any of the Released Plaintiff Persons.

(b) No Releasing Defendant Person shall participate in bringing or pursuing any Released Defendant Claim against any Released Plaintiff Person.

(c) The Releasing Defendant Persons (i) shall immediately withdraw from any participation in, and joint defense or common interest agreements applicable to, any of the FHFA Actions; (ii) shall immediately cease all efforts to assist defendants (or counsel for any defendant) or any third-party (or counsel for any third-party) with regard to the FHFA Actions, except as required by law or under order of a court of competent jurisdiction; and (iii) shall not file or join in any motion, letter, or appeal in any of the FHFA Actions; provided, however, that nothing in this Subparagraph (c) shall preclude the Releasing Defendant Persons or their counsel from (i) expressing views on matters at issue in any of the FHFA Actions; or (ii) making any filings in any action or proceeding other than any of the FHFA Actions. For the avoidance of doubt, no Releasing Defendant Person may make, or cause to be made, any filing, as amicus or otherwise, in any FHFA Action, or in any appeal of any FHFA Action.

(d) Nothing in this Agreement shall prevent any Released Defendant Person from seeking third-party discovery from any Released Plaintiff Person in any action or proceeding not related to a Released Defendant Claim.

12. Protective Order. The obligations and benefits conferred in the Protective Order, governing confidentiality of information and documents entered in the *Goldman Sachs* and *Ally* Actions, shall remain in effect after the Execution Date, subject to the provisions of this Agreement.

13. Representations and Warranties. Each Party represents and warrants that:

(a) he, she, or it has the full legal authority, right, and capacity to enter into this Agreement on his, her, or its behalf and to bind the Party to perform his, her, or its obligations hereunder, including any third-party authorization necessary to release the claims being released hereunder. This Agreement has been duly and validly executed and delivered by such Party and, assuming due authorization, execution, and delivery by the other Party, constitutes a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors, and rules of law governing specific performance, injunctive relief, or other equitable remedies;

(b) the execution and delivery of this Agreement, the performance by such Party of his, her, or its obligations hereunder and the consummation of the transactions contemplated hereby, will not: (i) result in the violation by such Party of any statute, law, rule, regulation, or

ordinance or any judgment, decree, order, writ, permit, or license of any governmental or regulatory authority applicable to such Party; or (ii) require such Party to obtain any consent, approval, or action of, make any filing with, or give any notice to, any person, which action has not already been undertaken and accomplished by such Party;

(c) he, she, or it has not assigned, subrogated, pledged, loaned, hypothecated, conveyed, or otherwise transferred, voluntarily or involuntarily, to any other person or entity, the Released Claims, or any interest in or part or portion thereof, specifically including any rights arising out of the Released Claims; and

(d) he, she, or it has read and understands this Agreement and he, she, or it has had the opportunity to consult with his, her, or its attorneys before signing it.

14. Authority. By signing this Agreement, each Party, or his, her, or its counsel as applicable, represents and warrants that he, she, or it has full authority to enter into this Agreement and to bind himself, herself, or itself, or his, her, or its client, to this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter hereof. No modification of this Agreement shall be valid unless it is in writing, identified as an amendment to the Agreement, and signed by all Parties hereto. No Party may seek to revoke the Agreement, or otherwise avoid his, her, or its obligations hereunder, based upon any decisions or orders by any court of competent jurisdiction issued after the Execution Date.

16. Jurisdiction. All Parties submit to the personal jurisdiction of the United States District Court for the Southern District of New York for purposes of implementing and enforcing the settlement embodied in this Agreement. The Parties otherwise expressly reserve their jurisdictional rights to any action, suit, or proceeding commenced outside the terms of this Agreement.

17. LIBOR. If any settlement agreement in any of the Related Actions provides for a release of any LIBOR Claims, FHFA shall offer the Goldman Sachs Defendants a release of LIBOR Claims solely on the Covered Securities on the most favorable relative terms provided to another settling party.

18. Necessary Actions. Each of the Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action as the other Parties may reasonably request, in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

19. Choice of Law. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of New York without regard to conflicts of law principles.

20. Costs and Expenses. Each Party shall bear his, her, or its own costs and expenses, including any and all legal and expert fees, incurred in connection with this Agreement and the *Goldman Sachs* and *Ally* Actions.

21. Notices. Notices required by this Agreement shall be communicated by email and any form of overnight mail or in person to:

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Attorneys for the Goldman Sachs Defendants

22. Arm's Length Negotiation. This Agreement is the result of arm's-length negotiation between the Parties, and all Parties, including through their counsel, have contributed substantially and materially to the preparation of this Agreement. No provision of this Agreement shall be interpreted or construed against any Party because that Party or his, her, or its legal representative drafted that particular provision. Any captions and headings contained in

this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

23. Binding on Successors. Upon the Execution Date, this Agreement is binding upon, and shall inure to the benefit of, the Parties, their successors, assigns, heirs, executors, legal representatives and administrators.

24. Third-Party Beneficiaries. Except to the extent otherwise provided herein with respect to the Released Persons as defined herein, nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever.

25. Non-Waiver.

(a) Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by such other Party.

(b) No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of his, her, or its obligations under this Agreement shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent or contemporaneous, under this Agreement.

26. Counterparts. This Agreement may be executed in multiple counterparts, which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures exchanged by facsimile or .pdf shall be valid and effective as original signatures.

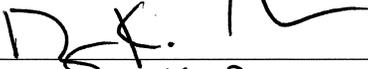
27. Exhibits. All of the exhibits attached to this Agreement are material and integral parts hereof and are hereby incorporated by reference as if fully set forth herein.

28. Cooperation. The Parties and their respective counsel agree to cooperate fully with one another in order to effect the consummation of the settlement of the *Goldman Sachs* and *Ally* Actions.

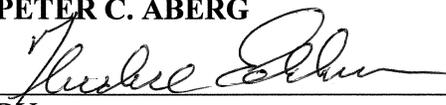
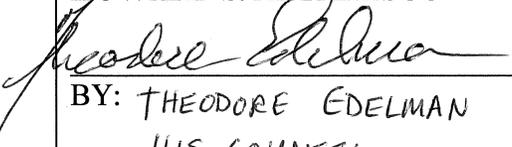
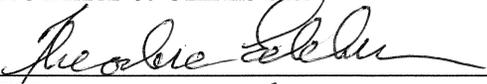
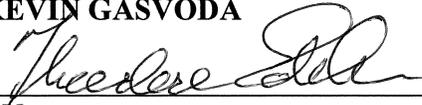
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IN WITNESS WHEREOF, the Parties execute this SETTLEMENT AGREEMENT as of the date first above referenced with the intent to be bound by its terms and conditions.

<p>FEDERAL HOUSING FINANCE AGENCY, AS CONSERVATOR FOR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION AND THE FEDERAL HOME LOAN MORTGAGE CORPORATION</p> <p></p> <p>BY: ALFRED M. POLLARD ITS: GENERAL COUNSEL</p> <p>DATED: <u>8-22-2014</u></p>	<p>FEDERAL HOME LOAN MORTGAGE CORPORATION</p> <p></p> <p>BY: WILLIAM H. McDAVID ITS: EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL</p> <p>DATED: <u>8/22/14</u></p>
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<p>GOLDMAN, SACHS & CO.</p> <p></p> <hr/> <p>BY: GREGORY K. PALM ITS: MANAGING DIRECTOR</p> <p>DATED: <u>AUGUST 22, 2014</u></p>	<p>GS MORTGAGE SECURITIES CORP.</p> <hr/> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>
<p>GOLDMAN SACHS MORTGAGE COMPANY</p> <hr/> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>	<p>THE GOLDMAN SACHS GROUP, INC.</p> <p></p> <hr/> <p>BY: GREGORY K. PALM ITS: EXECUTIVE VICE PRESIDENT, SECRETARY OF THE CORPORATION, DATED: AND GENERAL COUNSEL</p> <p>DATED: <u>AUGUST 22, 2014</u></p>
<p>GOLDMAN SACHS REAL ESTATE FUNDING CORP.</p> <hr/> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>	<p>PETER C. ABERG</p> <hr/> <p>BY: _____</p> <p>DATED: _____</p>
<p>HOWARD S. ALTARESCU</p> <hr/> <p>BY: _____</p> <p>DATED: _____</p>	<p>ROBERT J. CHRISTIE</p> <hr/> <p>BY: _____</p> <p>DATED: _____</p>
<p>KEVIN GASVODA</p> <hr/> <p>BY: _____</p> <p>DATED: _____</p>	<p>MICHELLE GILL</p> <hr/> <p>BY: _____</p> <p>DATED: _____</p>

GOLDMAN, SACHS & CO. BY: _____ ITS: _____ DATED: _____	GS MORTGAGE SECURITIES CORP. <i>M Hill</i> BY: MICHELLE GILL ITS: _____ DATED: <u>AUGUST 22, 2014</u>
GOLDMAN SACHS MORTGAGE COMPANY <i>M Hill</i> BY: MICHELLE GILL ITS: _____ DATED: <u>AUGUST 22, 2014</u>	THE GOLDMAN SACHS GROUP, INC. BY: _____ ITS: _____ DATED: _____
GOLDMAN SACHS REAL ESTATE FUNDING CORP. <i>M Hill</i> BY: MICHELLE GILL ITS: _____ DATED: <u>AUGUST 22, 2014</u>	PETER C. ABERG BY: _____ DATED: _____
HOWARD S. ALTARESCU BY: _____ DATED: _____	ROBERT J. CHRISTIE BY: _____ DATED: _____
KEVIN GASVODA BY: _____ DATED: _____	MICHELLE GILL BY: _____ DATED: _____

GOLDMAN, SACHS & CO. BY: _____ ITS: _____ DATED: _____	GS MORTGAGE SECURITIES CORP. BY: _____ ITS: _____ DATED: _____
GOLDMAN SACHS MORTGAGE COMPANY BY: _____ ITS: _____ DATED: _____	THE GOLDMAN SACHS GROUP, INC. BY: _____ ITS: _____ DATED: _____
GOLDMAN SACHS REAL ESTATE FUNDING CORP. BY: _____ ITS: _____ DATED: _____	PETER C. ABERG  BY: THEODORE EDELMAN HIS COUNSEL DATED: <u>AUGUST 22, 2014</u>
HOWARD S. ALFARESCU  BY: THEODORE EDELMAN HIS COUNSEL DATED: <u>AUGUST 22, 2014</u>	ROBERT J. CHRISTIE  BY: THEODORE EDELMAN HIS COUNSEL DATED: <u>AUGUST 22, 2014</u>
KEVIN GASVODA  BY: THEODORE EDELMAN HIS COUNSEL DATED: <u>AUGUST 22, 2014</u>	MICHELLE GILL  BY: THEODORE EDELMAN HER COUNSEL DATED: <u>AUGUST 22, 2014</u>

DAVID J. ROSENBLUM



BY: THEODORE EDELMAN
HIS COUNSEL

DATED: August 22, 2014

JONATHAN S. SOBEL



BY: THEODORE EDELMAN
HIS COUNSEL

DATED: August 22, 2014

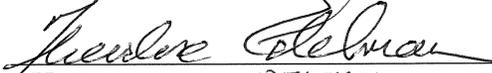
DANIEL L. SPARKS



BY: THEODORE EDELMAN
HIS COUNSEL

DATED: August 22, 2014

MARK WEISS



BY: THEODORE EDELMAN
HIS COUNSEL

DATED: August 22, 2014

COVERED SECURITIES

GSE	Security Name	CUSIP	Action
FRE	ACCR 2005-4 A1	004375EE7	<i>Goldman Sachs</i>
FRE	AHMA 2006-1 1A1	02660WAA4	<i>Goldman Sachs</i>
FRE	FFML 2005-FF11 A1	362341YA1	<i>Goldman Sachs</i>
FRE	FFML 2005-FF8 A1	362341QL6	<i>Goldman Sachs</i>
FRE	FHLT 2006-E 1A1	35729NAA3	<i>Goldman Sachs</i>
FRE	GSAA 2005-14 1A1	362341ZS1	<i>Goldman Sachs</i>
FRE	GSAA 2005-14 1A2	362341B32	<i>Goldman Sachs</i>
FRE	GSAA 2006-8 1A1	362348AA2	<i>Goldman Sachs</i>
FRE	GSAA 2007-6 3A1A	36245RAD1	<i>Goldman Sachs</i>
FRE	GSAMP 2005-HE5 A1	362341YW3	<i>Goldman Sachs</i>
FRE	GSAMP 2005-HE6 A1	362341F87	<i>Goldman Sachs</i>
FRE	GSAMP 2006-FM2 A1	36245DAA8	<i>Goldman Sachs</i>
FRE	GSAMP 2006-FM3 A1	36245TAA3	<i>Goldman Sachs</i>
FRE	GSAMP 2006-HE3 A1	36244KAA3	<i>Goldman Sachs</i>
FRE	GSAMP 2006-HE4 A1	362439AA9	<i>Goldman Sachs</i>
FRE	GSAMP 2006-HE5 A1	362437AA3	<i>Goldman Sachs</i>
FRE	GSAMP 2007-FM1 A1	3622MAAA9	<i>Goldman Sachs</i>
FRE	GSAMP 2007-FM2 A1	3622MHAA4	<i>Goldman Sachs</i>
FRE	GSAMP 2007-HE1 A1	3622MDAA3	<i>Goldman Sachs</i>
FRE	GSAMP 2007-HE2 A1	362440AA7	<i>Goldman Sachs</i>
FRE	GSR 2006-OA1 1A1	362631AA1	<i>Goldman Sachs</i>
FRE	GSR 2007-OA1 1A1	3622NAAA8	<i>Goldman Sachs</i>
FRE	GSR 2007-OA2 1A1	3622NCAA4	<i>Goldman Sachs</i>
FRE	INDX 2005-AR18 1A1	45660LVZ9	<i>Goldman Sachs</i>
FRE	RALI 2007-QH5 AII	75116EAD4	<i>Ally</i>

THE FHFA ACTIONS

Federal Housing Finance Agency v. Ally Financial Inc., et al., 11 Civ. 7010 (DLC) (S.D.N.Y.)

Federal Housing Finance Agency v. Bank of America Corp., et al., 11 Civ. 6195 (DLC)
(S.D.N.Y.)

Federal Housing Finance Agency v. Barclays Bank PLC, et al., 11 Civ. 6190 (DLC) (S.D.N.Y.)

Federal Housing Finance Agency v. Citigroup, Inc., et al., 11 Civ. 6196 (DLC) (S.D.N.Y.)

Federal Housing Finance Agency v. Countrywide Financial Corp., et al., 12 Civ. 1059 (C.D.
Cal.)

Federal Housing Finance Agency v. Credit Suisse Holdings (USA), Inc., et al., 11 Civ. 6200
(DLC) (S.D.N.Y.)

Federal Housing Finance Agency v. Deutsche Bank AG, et al., 11 Civ. 6192 (DLC) (S.D.N.Y.)

Federal Housing Finance Agency v. First Horizon National Corp., et al., 11 Civ. 6193 (DLC)
(S.D.N.Y.)

Federal Housing Finance Agency v. General Electric Company, et al., 11 Civ. 7048 (DLC)
(S.D.N.Y.)

Federal Housing Finance Agency v. Goldman, Sachs & Co., et al., 11 Civ. 6198 (DLC)
(S.D.N.Y.)

Federal Housing Finance Agency v. HSBC North America Holdings, Inc., et al., 11 Civ. 6189
(DLC) (S.D.N.Y.)

Federal Housing Finance Agency v. JPMorgan Chase & Co., et al., No. 11 Civ. 6188 (DLC)
(S.D.N.Y.)

Federal Housing Finance Agency v. Merrill Lynch & Co., Inc., et al., 11 Civ. 6202 (DLC) (S.D.N.Y.)

Federal Housing Finance Agency v. Morgan Stanley, et al., 11 Civ. 6739 (DLC) (S.D.N.Y.)

Federal Housing Finance Agency v. Nomura Holding America, Inc., et al., 11 Civ. 6201 (DLC) (S.D.N.Y.)

Federal Housing Finance Agency v. Royal Bank of Scotland Group plc, et al., 11 Civ. 1383 (AWT) (D. Conn.)

Federal Housing Finance Agency v. SG Americas, Inc., et al., 11 Civ. 6203 (DLC) (S.D.N.Y.)

Federal Housing Finance Agency v. UBS Americas Inc., et al., 11 Civ. 5201 (DLC) (S.D.N.Y.)

THE RELATED ACTIONS

Federal Housing Finance Agency v. HSBC North America Holdings, Inc., et al., 11 Civ. 6189
(S.D.N.Y.)

Federal Housing Finance Agency v. Nomura Holding America, Inc., et al., 11 Civ. 6201
(S.D.N.Y.)

Federal Housing Finance Agency v. Royal Bank of Scotland Group plc, et al., 11 Civ. 1383
(D. Conn.)

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

GOLDMAN, SACHS & CO., *et al.*,

Defendants.

11 Civ. 6198 (DLC)

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

ALLY FINANCIAL, INC., *et al.*,

Defendants.

11 Civ. 7010 (DLC)

JOINT MOTION TO STAY PROCEEDINGS

1. On _____, 2014, Plaintiff Federal Housing Finance Agency, as Conservator of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association (collectively, "Plaintiff"), and Defendants Goldman, Sachs & Co. ("Goldman"), GS Mortgage Securities Corp., Goldman Sachs Mortgage Company, The Goldman Sachs Group, Inc., Goldman Sachs Real Estate Funding Corp., Peter C. Aberg, Howard S. Altarescu, Robert J.

Christie, Kevin Gasvoda, Michelle Gill, David J. Rosenblum, Jonathan S. Sobel, Daniel L. Sparks, and Mark Weiss (collectively, the “Goldman Sachs Defendants”) entered into settlement agreements (the “Agreements”) to resolve claims in *Federal Housing Finance Agency v. Goldman, Sachs & Co., et al.*, No. 11 Civ. 6198 (DLC) (S.D.N.Y.) (the “*Goldman Sachs Action*”), and claims against Goldman in *Federal Housing Finance Agency v. Ally Financial Inc., et al.*, No. 11 Civ. 7010 (DLC) (S.D.N.Y.) (the “*Ally Action*”).

2. Under the terms of the Agreements, Plaintiff and the Goldman Sachs Defendants (the “Parties”) agreed jointly to move for a stay of the claims against the Goldman Sachs Defendants in the *Goldman Sachs* and *Ally* Actions within one business day of executing the Agreement.

3. In accordance with the terms of the Agreements, the Parties shall jointly file a stipulation of voluntary dismissal with prejudice of the *Goldman Sachs* and *Ally* Actions within one business day of the GSEs’ receipt of the Payments. Presently, the Parties anticipate the Payments to be made on or before _____, 2014;

4. The Parties, therefore, request that the Court enter the enclosed proposed order granting the Parties’ Motion to Stay Proceedings until the *Goldman Sachs* and *Ally* Actions have been dismissed.

Dated: _____, 2014
New York, New York

Respectfully submitted,

By: _____
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(manishasheth@quinnemanuel.com)
Jordan A. Goldstein
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Fax. (212) 558-3588

Attorneys for the Goldman Sachs Defendants

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

GOLDMAN, SACHS & CO., *et al.*,

Defendants.

11 Civ. 6198 (DLC)

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

ALLY FINANCIAL, INC., *et al.*,

Defendants.

11 Civ. 7010 (DLC)

**[PROPOSED] ORDER GRANTING THE PARTIES' JOINT MOTION TO STAY
PROCEEDINGS**

The Court, having considered all materials submitted in favor of the Parties' ____ __, 2014 Joint Motion to Stay Proceedings, and finding good cause in support thereof,

IT IS HEREBY ORDERED that:

The Parties' Motion to Stay Proceedings is GRANTED until ____ __, 2014, and the above-captioned actions shall remain stayed pending the joint submission of a stipulation of

voluntary dismissal with prejudice, but in no event stayed beyond ____ __, 2014 without further approval by the Court.

Dated: _____ __, 2014
New York, New York

By: _____
The Honorable Denise L. Cote
United States District Court Judge

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

GOLDMAN, SACHS & CO., *et al.*,

Defendants.

11 Civ. 6198 (DLC)

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

WHEREAS Plaintiff Federal Housing Finance Agency, and Defendants Goldman, Sachs & Co., GS Mortgage Securities Corp., Goldman Sachs Mortgage Company, The Goldman Sachs Group, Inc., Goldman Sachs Real Estate Funding Corp., Peter C. Aberg, Howard S. Altarescu, Robert J. Christie, Kevin Gasvoda, Michelle Gill, David J. Rosenblum, Jonathan S. Sobel, Daniel L. Sparks, and Mark Weiss (collectively, the “Goldman Sachs Defendants”) have reached settlements disposing of all claims asserted in the above-captioned action (the “Action”); and

WHEREAS, Peter C. Aberg and Robert J. Christie were previously dismissed from the Action on February 8, 2013, without prejudice, and Plaintiff and Defendants agree that the prior dismissal should be converted into one with prejudice;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel, that, pursuant to Fed. R. Civ. P.

41(a)(1)(A)(ii), this Action and all claims asserted herein against past and present defendants shall be, and hereby is, dismissed with prejudice, with each party to bear his, her, or its own costs.

Dated: _____, 2014
New York, New York

By: _____
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(philippeselendy@quinnemanuel.com)
Manisha M. Sheth
(manishasheth@quinnemanuel.com)
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Attorneys for the Goldman Sachs Defendants

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

ALLY FINANCIAL, INC., *et al.*,

Defendants.

11 Civ. 7010 (DLC)

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

WHEREAS Plaintiff Federal Housing Finance Agency, and Defendant Goldman, Sachs & Co. have reached a settlement disposing of all remaining claims asserted in the above-captioned action (the “Action”);

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel, that, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), this Action and all claims asserted herein against past and present defendants shall be, and hereby is, dismissed with prejudice, with each party to bear its own costs.

Dated: _____, 2014
New York, New York

By: _____
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(cjohnson@kasowitz.com)
Michael A. Hanin
(mhanin@kasowitz.com)
Kanchana Wangkeo Leung
(kleung@kasowitz.com)
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Attorneys for Goldman, Sachs & Co.