

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is entered into as of July 25, 2013, by and between (i) the Federal Housing Finance Agency ("FHFA" or "Plaintiff"), as Conservator of the Federal Home Loan Mortgage Corporation ("Freddie Mac") and the Federal National Mortgage Association ("Fannie Mae," and, together with Freddie Mac, "the GSEs"), Freddie Mac, and Fannie Mae, on the one hand, and (ii) UBS Americas, Inc., UBS Real Estate Securities Inc., UBS Securities LLC ("UBS Securities"), Mortgage Asset Securitization Transactions, Inc., David Martin, Per Dyrvik, Hugh Corcoran, and Peter Slagowitz (collectively the "UBS Defendants"), on the other. The UBS Defendants, together with FHFA and the GSEs, are referred to herein as the "Settling Parties," with each a "Settling 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 July 27, 2011, FHFA, in its capacity as Conservator for Fannie Mae and Freddie Mac, commenced an action against the UBS Defendants in the United States District Court for the Southern District of New York, captioned *Federal Housing Finance Agency v. UBS Americas Inc., et al.*, No. 11 CIV. 5201 (the "UBS Action");

WHEREAS, on or about September 2, 2011, FHFA, in its capacity as Conservator for Fannie Mae and Freddie Mac, commenced an action against UBS Securities and other defendants in the United States District Court for the Southern District of New York, captioned *Federal Housing Finance Agency v. First Horizon Nat'l Corp., et al.*, No. 11 CIV. 6193 (the "First Horizon Action"); against UBS Securities 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 (the "Ally Action"); and against UBS Securities and other defendants in the Supreme Court of the State of New York, New York County, captioned *Federal Housing Finance Agency v. Countrywide Financial Corp., et al.*, No. 652436/2011, which was removed to the United States District Court for the Southern District of New York on or about September 30, 2011, captioned *Federal Housing Finance Agency v. Countrywide Financial Corp., et al.*, No. 11 CIV. 6916, and which was transferred to the United States District Court for the Central District of California on or about February 10, 2012, captioned *Federal Housing Finance Agency v. Countrywide Financial Corp., et al.*, No. 12 CIV. 1059 (the "Countrywide Action");

WHEREAS, on or about September 2, 2011, FHFA served an Amended Complaint in the UBS Action, and then on December 23, 2011, FHFA served a Second Amended Complaint in the UBS Action (the "UBS Complaint"); on or about June 12, 2012, FHFA served an Amended

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

Complaint in the *Ally* Action (the “*Ally* Complaint”); on or about June 28, 2012, FHFA served an Amended Complaint in the *First Horizon* Action (the “*First Horizon* Complaint”), and on or about June 29, 2012, FHFA served an Amended Complaint in the *Countrywide* Action (the “*Countrywide* Complaint”);

WHEREAS, UBS has determined that it is prepared to pay \$850 million in settlement of the claims asserted against the UBS Defendants in the *UBS*, *Ally*, *Countrywide*, and *First Horizon* Actions, relating to the Covered Securities identified in Exhibit A1, as well as \$35 million in return for releases and/or limitations on other securities and certain contract claims, and FHFA has determined it is prepared to accept such amounts in exchange for such settlement, releases, and limitations;

WHEREAS, the Settling 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, to dismiss the *UBS* Action with prejudice and on the merits, and to dismiss with prejudice the claims against UBS Securities in the *Ally*, *Countrywide*, and *First Horizon* Actions;

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

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

(a) “Actions” means the four actions that are the subject of this Agreement, *Federal Housing Finance Agency v. UBS Americas Inc., et al.*, No. 11 CIV. 5201; *Federal Housing Finance Agency v. First Horizon Nat’l Corp., et al.*, No. 11 CIV. 6193; *Federal Housing Finance Agency v. Ally Financial Inc., et al.*, No. 11 CIV. 7010; and *Federal Housing Finance Agency v. Countrywide Financial Corp., et al.*, No. 12 CIV. 1059.

(b) “Indirect Contract Claims” means any claim under a contract asserted by a party other than Releasing Plaintiff Persons (including, without limitation, and for the avoidance of doubt, any claim under any Pooling and Servicing Agreement, Assignment and Recognition Agreement, Mortgage Loan Purchase Agreement, or other agreement) where neither FHFA nor the GSEs are signatories, relating to any breach or violation of any representation or warranty as to loans originated, purchased, acquired, transferred, securitized, or collateralizing the Securities or any other securities, and which could result in an economic benefit to any of the Releasing Plaintiff Persons.

(c) “Covered Securities” means the 33 securities that are listed in Exhibit A1, which list is intended by the Settling Parties to include all securities for which FHFA has brought claims against the UBS Defendants in the Actions.

(d) “Effective Date” means the date upon which the Settlement Payment is made and received by the GSEs, as evidenced by confirmation of the wire transfer pursuant to the written instructions of Plaintiff.

(e) “LIBOR Claims” means any claims relating to the London Interbank Offered Rate (“LIBOR”) that are associated with the Securities or any other securities.

(f) “Non-Settling Defendants” means, collectively, (i) all defendants in the *First Horizon*, *Ally*, *Countrywide*, and Related Actions that are not Released Defendant Persons, (ii) any other person or entity later named as a defendant in the *First Horizon*, *Ally*, and *Countrywide* Actions, other than the Released Defendant Persons, and (iii) any other person or entity that becomes liable (A) to Plaintiff, (B) to any defendants in the *First Horizon*, *Ally*, and *Countrywide* Actions that is not UBS Securities, or (C) to any other alleged tortfeasor, by reason of judgment or settlement, or for any claims that arise out of, the *UBS*, *First Horizon*, *Ally*, and *Countrywide* Actions, other than the Released Defendant Persons.

(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 in its capacity as Conservator for Fannie Mae and Freddie Mac, and the GSEs.

(h) “Protective Order” means the First Amended Protective Order filed on January 11, 2013 in the *UBS*, *First Horizon*, and *Ally* Actions.

(i) “Related Actions” means those actions listed in Exhibit C.

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

(k) “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, (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, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory (including, but not limited to, claims arising under the federal securities laws), no matter how asserted; (iii) that previously existed, currently exist, or exist as of the Effective Date; (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 the Actions, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency or other forum in the United States or elsewhere; and (v) that relate to the Securities; provided, however, that the Released Plaintiff Claims shall not include (i) any claims against any Person other than the Released Defendant Persons, including the Non-Settling Defendants; (ii) subject to Paragraph 14, any Indirect Contract Claims; (iii) any LIBOR Claims, or (iv) any claims to enforce this Agreement.

(l) “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, (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, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory (including, but not limited to, claims arising under the federal securities laws), no matter how asserted; (iii) that previously existed, currently exist, or exist as of the Effective Date; (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 the Actions, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency or other forum in the United States or elsewhere; and (v) that relate to the Securities; provided, however, that the Released Defendant Claims shall not include (i) subject to Paragraph 14, any Indirect Contract Claims; (ii) any LIBOR Claims; or, (iii) any claims to enforce this Agreement.

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

(n) “Released Plaintiff Persons” means each of: (i) FHFA, solely in its capacity as Conservator of the GSEs; and (ii) the GSEs, along with each of the GSEs’ respective past and/or present principals, affiliates, subsidiaries, parents, general partners, limited partners and any Person in which the GSEs have or had 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, assigns, insurers and reinsurers.

(o) “Released Defendant Persons” means each of the UBS Defendants, along with each of the UBS Defendants’ respective past and/or present affiliates, subsidiaries, parents, general partners, limited partners and any Person in which any UBS Defendant has or had 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, estates, divisions, financial advisors, estate managers, assigns, insurers and reinsurers; provided, however, that the Releasing Plaintiff Persons are not releasing any claims against any Non-Settling Defendants, or any of their respective past and/or present affiliates, subsidiaries and parents.

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

(q) “Releasing Plaintiff Persons” means (i) FHFA, solely in its capacity as Conservator of the GSEs; (ii) the GSEs; and (iii) each and all of FHFA and the GSEs’ 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 Fannie Mae and Freddie Mac. "Releasing Plaintiff Persons" shall not include any of FHFA's or the GSEs' outside counsel.

(r) "Releasing Defendant Persons" means each of the UBS 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 UBS Defendants' outside counsel.

(s) "Securities" means the Covered Securities and the Supplemental Covered Securities.

(t) "Supplemental Covered Securities" means the securitizations listed in Exhibits A2 (the "Group A" Supplemental Covered Securities) and A3 (the "Group B" Supplemental Covered Securities). FHFA and the GSEs hereby represent that the lists of Covered Securities and Supplemental Covered Securities herein include all securities identified by the GSEs as securities they purchased, based upon the GSEs' reasonable review of the list of securities provided by the UBS Defendants to FHFA on Monday, July 15, 2013. The lists of Securities are intended by the Settling Parties to be a complete list of non-agency residential mortgage-backed securities purchased by the GSEs that were issued and/or underwritten by any of the UBS Defendants.

2. In consideration for the Plaintiff's execution of this Agreement and the release of claims as set forth below, UBS Securities shall make or cause to be made, for the benefit of FHFA and the GSEs, a one-time, lump sum payment of eight hundred eighty five million dollars (\$885,000,000) (the "Settlement Payment"), payable to Freddie Mac and Fannie Mae, in accordance with FHFA's written instructions. UBS Securities shall make the Settlement Payment, or cause it to be made, within five (5) calendar days of the execution of this Agreement. In the event that (i) any of the Bar Orders is not entered or deemed effective materially in the form hereto and (ii) UBS Securities is found liable as proven at trial for (a) any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity or otherwise) from any Non-Settling Defendant that seeks to recover any part of any judgment entered against the Non-Settling Defendants in the Action in which the respective Bar Order is not entered or deemed effective materially in the form hereto and/or (b) any settlement reached by FHFA with any of the Non-Settling Defendants in the Action in which the respective Bar Order is not entered or deemed effective materially in the form hereto, the GSEs shall repay that portion of the Settlement Payment in such Action equal to any such judgment against UBS Securities. Payment of the Settlement Payment by UBS Securities to the GSEs shall constitute a full and valid discharge of the UBS Defendants' payment obligation pursuant to this Agreement and in connection with the settlement of the Actions. This Agreement shall not become effective before the Effective Date.

3. The Settling Parties agree that, apart from the Settlement Payment and the releases provided in Paragraphs 6 and 8 below, and except to the extent directed by the Court's Opinion & Order of March 26, 2013 in the *UBS* Action, 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 of Liability. This Agreement does not constitute an admission by any of the UBS 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 Actions. To the contrary, the UBS Defendants vigorously deny the allegations in the Actions, including in the *UBS* Complaint, the *Ally* Complaint, the *First Horizon* Complaint and the *Countrywide* Complaint and believe them to be wholly without merit. This Agreement also does not constitute an admission by FHFA or the GSEs that they would not have been able to successfully prosecute their claims, and in fact FHFA and the GSEs firmly believe in the merit of each of the allegations in the *UBS* Complaint, the *Ally* Complaint, the *First Horizon* Complaint, the *Countrywide* Complaint, and all of the Complaints in the Related Actions. 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 UBS 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. Additional Conditions:

(a) No later than one (1) business day from the Effective Date, the Settling Parties shall jointly file a stipulation of voluntary dismissal with prejudice of the *UBS* Action pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), in the form attached hereto as Exhibit B1. No later than five (5) business days from the Effective Date, the Settling Parties shall jointly file a motion for voluntary dismissal with prejudice and entry of a bar order as to UBS Securities in the *First Horizon*, *Ally*, and *Countrywide* Actions pursuant to Fed. R. Civ. P. 21 and/or 41(a)(2) in the forms attached hereto as Exhibits B2, B3, and B4, respectively (together with the stipulation of voluntary dismissal in the *UBS* Action, the "Orders of Voluntary Dismissal and Bar Orders"). Confidential Exhibits E, F, and G serve as the Confidential Schedules associated with the *First Horizon*, *Ally*, and *Countrywide* Actions, respectively, as referenced in Exhibits B2, B3, and B4. For the avoidance of doubt, the motions for entry of the Orders of Voluntary Dismissal and Bar Orders are not intended to dismiss any claims by Plaintiff against any Non-Settling Defendants, and, more specifically, are not intended to dismiss any claims by Plaintiff in the Related Actions, including with respect to any of the Securities.

(b) No later than five (5) business days from the date on which the Court approves and enters the Stipulation of Voluntary Dismissal With Prejudice in the *UBS* Action, the UBS Defendants will withdraw from any joint defense agreement applicable to any of the Actions or Related Actions and cease all efforts to assist Non-Settling Defendants or any third-party with regard to any of the Actions or Related Actions.

(c) The UBS Defendants agree not to file, join, or provide any material assistance or support to any Non-Settling Defendant in the *UBS, First Horizon, Ally, Countrywide*, or Related Actions, including, without limitation, any petition for certiorari, merits brief, amicus brief, or otherwise in support of any proceedings before the United States Supreme Court, regarding the decision in *Federal Housing Finance Agency v. UBS Americas, Inc.*, 712 F.3d 136 (2d Cir. 2013); agree not to support, join, consent to, or otherwise assist in any motion or other action by any party in any proceedings before either the United States Supreme Court or the United States Court of Appeals for the Second Circuit relating to the decision in *Federal Housing Finance Agency v. UBS Americas, Inc.*, 712 F.3d 136 (2d Cir. 2013), including, without limitation, any motion to intervene or to recall a mandate; and agree to not file or join in any further law, administrative, regulatory, or other governmental proceedings regarding the Released Claims; provided, however, that nothing herein shall prevent the UBS Defendants from complying with requests from Non-Settling Defendants pursuant to Rule 45 of the Federal Rules of Civil Procedure or responding to requests by the Non-Settling Defendants that are administrative or ministerial in nature for non-material information.

6. Release by the Plaintiff Releasing Persons. In exchange for the Settlement 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 except as provided in Paragraph 7 herein; 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 except as provided in Paragraph 7 herein.

7. Covenants by the Plaintiff. Effective upon execution of this Agreement, FHFA, subject explicitly to its statutory obligations, and the GSEs, 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) Subject to Paragraph 14, no Releasing Plaintiff Person shall participate in bringing or pursuing any Released Plaintiff Claim against any Released Defendant Person; provided, however, a Releasing Plaintiff Person shall not be precluded from assisting other government agencies in investigating or pursuing any claims 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, except that FHFA

shall not seek third-party discovery from David Martin, Per Dyrvik, Hugh Corcoran, or Peter Slagowitz in the Actions or Related Actions. 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.

8. Release by the Releasing Defendant Persons. In exchange for the release provided by the Releasing Plaintiff Persons and the dismissal with prejudice of the *UBS* Action and the claims against UBS Securities in the *First Horizon*, *Ally*, and *Countrywide* Actions, each and every one of the Releasing Defendant Persons shall upon the Effective Date: (a) have and be deemed by operation of law to 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.

9. Judgment Reduction and Release of Claims.

(a) In the event Plaintiff obtains a judgment against any of the Non-Settling Defendants in the *Ally*, *Countrywide*, or *First Horizon* Actions, Plaintiff agrees to reduce any such judgment or judgments, and to provide the Non-Settling Defendant against which such judgment(s) has been obtained a judgment credit, in an amount that is the greater of the amount of the Settlement Payment allocated by Plaintiff to the security at issue, as set forth on the confidential schedule attached as Confidential Exhibit D, or the proportionate share of UBS Securities' fault in such action, as proven at trial, whichever is larger.

(b) Each of the Settling Parties acknowledges that it has been advised by 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.

10. Covenants by the UBS Defendants. Effective upon execution of this Agreement, the UBS 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 action against any Released Plaintiff Person.

(c) No Releasing Defendant Person shall interfere with FHFA's prosecution of any claims FHFA has asserted or may assert in the *Ally*, *First Horizon*, *Countrywide*, or Related Actions.

(d) In the *Ally*, *First Horizon*, *Countrywide*, or Related Actions, the Releasing Defendant Persons shall use all reasonable efforts to comply with any subpoenas pursuant to Rule 45 of the Federal Rules of Civil Procedure served upon them by any of the Released Plaintiff Persons relating to claims as to the non-UBS Defendants.

11. The obligations and benefits conferred in the Protective Order, governing confidentiality of information and documents entered in the Actions, shall remain in effect after the Effective Date, subject to the provisions of this Agreement.

12. Representations and Warranties. Each Settling Party represents and warrants that:

(a) it has the full legal authority, right, and capacity to enter into this Agreement on its behalf and to bind the Settling Party to perform 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 Settling Party and, assuming due authorization, execution and delivery by the other Settling Party, constitutes a legal, valid and binding obligation of such Settling Party, enforceable against such Settling 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 Settling Party of its obligations hereunder and the consummation of the transactions contemplated hereby, will not: (i) result in the violation by such Settling 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 Settling Party; or (ii) require such Settling 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 Settling Party;

(c) notwithstanding anything else in this Agreement, and consistent with the definition of Releasing Persons, no Released Claim is hereby released against any Released

Person (to the extent such Released Person otherwise has a Released Claim) where such Released Person does not itself release Released Claims as provided in Paragraphs 6 and 8 above;

(d) 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

(e) it has read and understands this Agreement and it has had the opportunity to consult with its attorneys before signing it.

13. By signing this Agreement, each Settling Party, or its counsel as applicable, represents and warrants that it has full authority to enter into this Agreement and to bind itself, or its client, to this Agreement.

14. Putback Claims

(a) Except with respect to the securities listed in Paragraphs 14(b) and 14(c) herein, the Releasing Plaintiff Persons agree that, as to each of the Covered Securities and the Group A Supplemental Covered Securities, the Releasing Plaintiff Persons will not (i) direct or indemnify any action, claim, or demand by a trustee for any of the securitization trusts that issued the Covered Securities or the Group A Supplemental Covered Securities, or (ii) initiate, or, absent legal process, otherwise aid, any contract action, claim or demand, whether directly or through a third party, where, in either case, such action, claim or demand requests, pursues, or seeks to enforce the repurchase, substitution, or loss reimbursement of mortgage loans or alleged damages relating thereto, except as set forth in Paragraph 7(b). This clause shall not restrict the exercise of rights as to other Indirect Contract Claims or other contract claims not covered by Paragraph 6 hereof, including as to servicing claims. The Releasing Plaintiff Persons shall promptly comply with all obligations under the Protective Order entered in the Actions, dated May 30, 2012, as amended on January 11, 2013, and subject to Paragraph 7(b), shall not share any work product relating to the Covered Securities and the Supplemental Covered Securities with any third party, except as to those securities named in Paragraphs 14(b) and 14(c) below.

(b) Excluded from the scope of Paragraph 14(a) are claims relating to the MARM 2006-OA1, MARM 2007-1, and MARM 2007-3 securitizations.

(c) Also excluded from the scope of Paragraph 14(a) are claims against parties other than the Released Defendant Persons relating to (i) all Group B Supplemental Covered Securities and (ii) the following securitizations, but only to the extent that parties other than UBS may have exposure on representation and warranty claims: ARSI 2006-W3, FHLT 2006-B, INABS 2005-C, CWALT 2005-63, CWALT 2006-23CB, FHAMS 2005-AA11, RALI 2006-QO5, MABS 2006-WMC2, MABS 2006-WMC3, MABS 2006-WMC4, MABS 2007-HE2, MABS 2007-WMC1, and MARS 2008-3.

(d) Other than as specifically set forth in this Agreement, nothing herein prohibits, restricts, or limits FHFA or the GSEs from receiving any benefits deriving from, or exercising any rights appurtenant to, the GSEs' ownership of interests in the Securities in the

ordinary course, including, without limitation, the right to receive or assign payments from its investments in the Securities or to sell or otherwise dispose of its interests in the Securities.

15. This Agreement constitutes the entire agreement among the Settling 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 Settling Parties hereto.

16. All parties hereto 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 Settling Parties otherwise expressly reserve their jurisdictional rights to any action, suit or proceeding commenced outside the terms of this Agreement.

17. Each of the Settling 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 Settling Parties may reasonably request in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

18. 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.

19. Except to the extent directed by the Court's Opinion & Order of March 26, 2013 in the *UBS* Action, or as otherwise expressly set forth herein, each Settling Party shall bear its own costs and expenses, including any and all legal and expert fees, incurred in connection with this Agreement and the Actions.

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

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21. This Agreement is the result of arm's-length negotiation between the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Agreement. No provision of this Agreement shall be interpreted or construed against any Settling Party because that Settling Party 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.

22. Upon execution by the Settling Parties, this Agreement is binding upon and shall inure to the benefit of the Settling Parties, their successors, assigns, heirs, executors, legal representatives and administrators.

23. Non-Waiver.

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

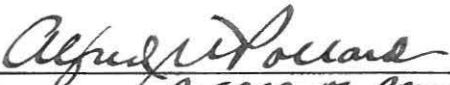

(b) No waiver, express or implied, by any Settling Party of any breach or default in the performance by the other Settling Party of its obligations under this Agreement shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent or contemporaneous, under this Agreement.

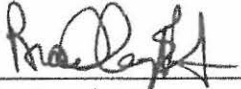
24. This Agreement may be executed in multiple counterparts, which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures exchanged by facsimile or .pdf shall be valid and effective as original signatures.

25. 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.

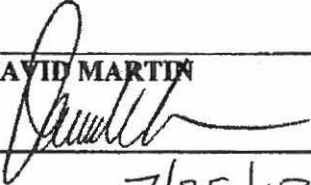
26. The Settling Parties and their respective counsel agree to cooperate fully with one another in order to effect the consummation of the settlement of the Actions.

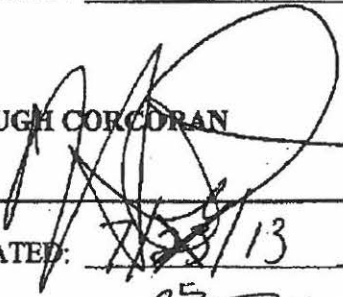
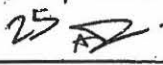
IN WITNESS WHEREOF, the Settling Parties execute this Agreement as of the date first above referenced with the intent to be bound by its terms and conditions.

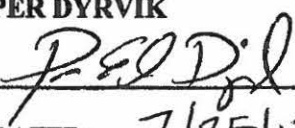
FEDERAL HOUSING FINANCE AGENCY, AS CONSERVATOR FOR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION AND THE FEDERAL HOME LOAN MORTGAGE CORPORATION  BY: <u>ALFRED M. POLLARD</u> ITS: <u>GENERAL COUNSEL</u> DATED: <u>7/25/2013</u>	FEDERAL HOME LOAN MORTGAGE CORPORATION  BY: <u>William H. McDavid</u> ITS: <u>Exec. V.P. & Gen. Counsel</u> DATED: <u>7/25/2013</u>
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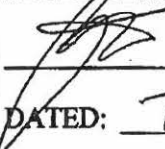
<p>FEDERAL NATIONAL MORTGAGE ASSOCIATION</p> <p></p> <p>BY: <u>Bradley Herman</u> ITS: <u>Executive Vice President, General Counsel and Corporate Secretary</u> DATED: <u>7/25/13</u></p>	<p>UBS AMERICAS, INC., UBS REAL ESTATE SECURITIES INC., UBS SECURITIES LLC, MORTGAGE ASSET SECURITIZATION TRANSACTIONS, INC.</p> <p>_____ BY: _____ ITS: _____ DATED: _____</p> <p>_____ BY: _____ ITS: _____ DATED: _____</p>
<p>DAVID MARTIN</p> <p>_____ DATED: _____</p> <p>HUGH CORCORAN</p> <p>_____ DATED: _____</p>	<p>PER DYRVIK</p> <p>_____ DATED: _____</p> <p>PETER SLAGOWITZ</p> <p>_____ DATED: _____</p>

FEDERAL NATIONAL MORTGAGE ASSOCIATION _____ BY: ITS: DATED: _____	UBS AMERICAS, INC., UBS REAL ESTATE SECURITIES INC., UBS SECURITIES LLC, MORTGAGE ASSET SECURITIZATION TRANSACTIONS, INC. <i>Harvey M. Byler</i> BY: ITS: GROUP GENERAL COUNSEL DATED: <i>July 23 2013</i> <i>Abby McIsaac</i> BY: <i>Abby McIsaac</i> ITS: <i>Head of Litigation - Americas</i> DATED: <i>July 23 2013</i> <i>25 AD</i>
DAVID MARTIN _____ DATED: _____ HUGH CORCORAN _____ DATED: _____	PER DYRVIK _____ DATED: _____ PETER SLAGOWITZ _____ DATED: _____

FEDERAL NATIONAL MORTGAGE ASSOCIATION BY: _____ ITS: _____ DATED: _____	UBS AMERICAS, INC., UBS REAL ESTATE SECURITIES INC., UBS SECURITIES LLC, MORTGAGE ASSET SECURITIZATION TRANSACTIONS, INC. BY: _____ ITS: _____ DATED: _____ BY: _____ ITS: _____ DATED: _____
DAVID MARTIN  DATED: <u>7/25/13</u> HUGH CORCORAN DATED: _____	PER DYRVIK DATED: _____ PETER SLAGOWITZ DATED: _____

FEDERAL NATIONAL MORTGAGE ASSOCIATION BY: _____ ITS: _____ DATED: _____	UBS AMERICAS, INC., UBS REAL ESTATE SECURITIES INC., UBS SECURITIES LLC, MORTGAGE ASSET SECURITIZATION TRANSACTIONS, INC. BY: _____ ITS: _____ DATED: _____ BY: _____ ITS: _____ DATED: _____
DAVID MARTIN _____ DATED: _____  HUGH CORCORAN _____ DATED: <u>7/23/13</u> 25 	PER DYRVIK _____ DATED: _____ PETER SLAGOWITZ _____ DATED: _____

FEDERAL NATIONAL MORTGAGE ASSOCIATION BY: _____ ITS: _____ DATED: _____	UBS AMERICAS, INC., UBS REAL ESTATE SECURITIES INC., UBS SECURITIES LLC, MORTGAGE ASSET SECURITIZATION TRANSACTIONS, INC. BY: _____ ITS: _____ DATED: _____ BY: _____ ITS: _____ DATED: _____
DAVID MARTIN _____ DATED: _____ HUGH CORCORAN _____ DATED: _____	PER DYRVIK  DATED: <u>7/25/13</u> PETER SLAGOWITZ _____ DATED: _____

FEDERAL NATIONAL MORTGAGE ASSOCIATION _____ BY: ITS: DATED: _____	UBS AMERICAS, INC., UBS REAL ESTATE SECURITIES INC., UBS SECURITIES LLC, MORTGAGE ASSET SECURITIZATION TRANSACTIONS, INC. _____ BY: ITS: DATED: _____ _____ BY: ITS: DATED: _____
DAVID MARTIN _____ DATED: _____ HUGH CORCORAN _____ DATED: _____	PER DYRVIK _____ DATED: _____ PETER SLAGOWITZ  DATED: <u>7/25/13</u>

THE COVERED SECURITIES

Securitization Name	CUSIP	Action
ARSI 2006-W3	040104SN2	<i>UBS</i>
FHLT 2006-B	35729QAA6	<i>UBS</i>
INABS 2005-C	456606JF0	<i>UBS</i>
INABS 2005-D	456606JH6	<i>UBS</i>
INABS 2006-D	43709LAQ0	<i>UBS</i>
INABS 2007-A	43710BAA4	<i>UBS</i>
MABS 2005-FRE1	57643LLV6	<i>UBS</i>
MABS 2005-HE2	57643LKG0	<i>UBS</i>
MABS 2005-WF1	57643LJR8	<i>UBS</i>
MABS 2006-FRE2	57643GAA5	<i>UBS</i>
MABS 2006-NC2	55275BAA5	<i>UBS</i>
MABS 2006-NC3	55275RAA0	<i>UBS</i>
MABS 2006-WMC2	57644TAA6	<i>UBS</i>
MABS 2006-WMC3	55291KAA5	<i>UBS</i>
MABS 2006-WMC4	57645MAA0	<i>UBS</i>
MABS 2006-WMC4	57645MAB8	<i>UBS</i>
MABS 2007-HE2	57646LAN3	<i>UBS</i>
MABS 2007-WMC1	55275TAA6	<i>UBS</i>
MARM 2005-8	576433E69	<i>UBS</i>
MARM 2005-8	576433E77	<i>UBS</i>
MARM 2006-2	576438AC9	<i>UBS</i>
MARM 2006-OA1	576433G75	<i>UBS</i>
MARM 2007-1	576431AA8	<i>UBS</i>
MARM 2007-3	57645NAA8	<i>UBS</i>
MARM 2007-3	57645NAB6	<i>UBS</i>
MARM 2007-3	57645NAM2	<i>UBS</i>
MARM 2007-3	57645NAN0	<i>UBS</i>
RALI 2006-QO5	75114HAA5	<i>Ally</i>
CWALT 2005-63	12668AXB6	<i>Countrywide</i>
CWALT 2006-23CB	02147RAG5	<i>Countrywide</i>
CWALT 2006-23CB	02147RAN0	<i>Countrywide</i>
FHAMS 2005-AA11	32051GH40	<i>First Horizon</i>
CWL 2006-11	12666TAG1	<i>Countrywide</i>

THE SUPPLEMENTAL COVERED SECURITIES – GROUP A

Securitization Name	CUSIP	Action
FFML 2005-FF7	32027NUF6	N/A
MABS 2002-NC1	61909QAA4	N/A
MABS 2002-OPT1	57643LAA4	N/A
MABS 2003-NC1	57643LBU9	N/A
MABS 2003-OPT1	57643LAQ9	N/A
MABS 2003-OPT2	57643LBC9	N/A
MABS 2003-WMC1	57643LAS5	N/A
MABS 2003-WMC2	57643LBV7	N/A
MABS 2004-FRE1	57643LDR4	N/A
MABS 2004-OPT1	57643LCE4	N/A
MABS 2004-WMC1	57643LCQ7	N/A
MABS 2004-WMC2	57643LDD5	N/A
MABS 2004-WMC3	57643LFH4	N/A
MABS 2005-WMC1	57643LGR1	N/A
MABS 2005-WMC1	57643LGS9	N/A
MALT 2002-2	576434AX2	N/A
MALT 2002-2	576434AZ7	N/A
MALT 2002-2	576434BD5	N/A
MALT 2003-1	576434BZ6	N/A
MALT 2003-1	576434CC6	N/A
MALT 2003-1	576434CF9	N/A
MALT 2003-2	576434CU6	N/A
MALT 2003-2	576434CW2	N/A
MALT 2003-2	576434CZ5	N/A
MALT 2003-2	576434CX0	N/A
MALT 2003-4	576434EJ9	N/A
MALT 2003-4	576434EL4	N/A
MALT 2003-5	576434FJ8	N/A
MALT 2003-5	576434FF6	N/A
MALT 2003-6	576434GE8	N/A
MALT 2003-6	576434GD0	N/A
MALT 2003-7	576434GW8	N/A
MALT 2003-7	576434GX6	N/A
MALT 2003-7	576434GZ1	N/A
MALT 2003-8	576434JT2	N/A
MALT 2003-8	576434KA1	N/A
MALT 2003-9	576434KU7	N/A
MALT 2003-9	576434KW3	N/A

Securitization Name	CUSIP	Action
MALT 2003-9	576434KX1	N/A
MALT 2004-11	576434WV2	N/A
MALT 2004-11	576434WZ3	N/A
MALT 2004-11	576434XB5	N/A
MALT 2004-11	576434XA7	N/A
MALT 2004-11	576434WW0	N/A
MALT 2004-11	576434WX8	N/A
MALT 2004-11	576434WY6	N/A
MALT 2004-12	576434YE8	N/A
MALT 2004-12	576434YF5	N/A
MALT 2004-2	576434MJ0	N/A
MALT 2004-2	576434MK7	N/A
MALT 2004-2	576434ML5	N/A
MALT 2004-2	576434MP6	N/A
MALT 2004-3	576434NW0	N/A
MALT 2004-3	576434NX8	N/A
MALT 2004-3	576434PA6	N/A
MALT 2004-4	576434QD9	N/A
MALT 2004-4	576434PZ1	N/A
MALT 2004-4	576434QB3	N/A
MALT 2004-4	576434QC1	N/A
MALT 2004-5	576434RG1	N/A
MALT 2004-5	576434RF3	N/A
MALT 2004-6	576434SM7	N/A
MALT 2004-6	576434SL9	N/A
MALT 2004-6	576434SH8	N/A
MALT 2004-7	576434TM6	N/A
MALT 2004-7	576434TC8	N/A
MALT 2004-7	576434TD6	N/A
MALT 2004-8	576434UP7	N/A
MALT 2004-8	576434UQ5	N/A
MALT 2004-8	576434UR3	N/A
MALT 2005-1	576434D92	N/A
MALT 2005-4	576434Q64	N/A
MARM 2003-5	576433FM3	N/A
MARM 2003-6	576433GM2	N/A
MARM 2004-10	576433SU1	N/A
MARM 2004-11	576433RZ1	N/A
MARM 2004-13	576433UD6	N/A
MARM 2004-14	576433UX2	N/A
MARM 2004-15	576433VL7	N/A
MARM 2004-8	576433QT6	N/A
MARM 2004-8	576433QR0	N/A
MARM 2004-9	576433RK4	N/A

Securitization Name	CUSIP	Action
MARM 2005-1	576433XB7	N/A
MARM 2005-1	576433XD3	N/A
MARM 2005-6	576433ZZ2	N/A
MASTR 2002-2	55265KDJ5	N/A

THE SUPPLEMENTAL COVERED SECURITIES – GROUP B

Securitization Name	CUSIP	Action
AABST 2004-5	00764MDF1	N/A
AABST 2004-6	00764MDV6	N/A
AABST 2005-1	00764MEH6	N/A
AABST 2005-1	00764MEJ2	N/A
AABST 2005-2	00764MEZ6	N/A
AABST 2005-2	00764MFA0	N/A
AABST 2005-4	00764MGF8	N/A
AABST 2005-5	00764MHD2	JP Morgan
AHM 2004-4	02660TCE1	N/A
AHM 2005-1	02660TDH3	JP Morgan
AHM 2005-1	02660TDB6	N/A
AHM 2005-2	02660TEP4	N/A
AMSI 2004-R12	03072SXA8	N/A
AMSI 2004-R7	03072STB1	N/A
AMSI 2005-R2	03072SYL3	N/A
AMSI 2005-R2	03072SYM1	N/A
AMSI 2005-R7	03072SJ30	N/A
ARSI 2004-PW1	040104KU4	N/A
ARSI 2004-W1	040104FG1	N/A
ARSI 2004-W2	040104FJ5	N/A
ARSI 2004-W5	040104HU8	N/A
ARSI 2004-W6	040104GL9	N/A
ARSI 2004-W7	040104HW4	N/A
ARSI 2005-W3	040104NX5	Barclays
ARSI 2006-M2	04013BAR3	JP Morgan
ARSI 2006-M3	03076MAA2	RBS
ARSI 2006-W2	040104SG7	Barclays
CBASS 2006-CB1	81375WHF6	Barclays
CBASS 2006-CB8	1248P1AA2	Merrill Lynch
CWALT 2005-35CB	12667G2G7	N/A
CWHL 2005-1	12669GRM5	N/A
CWL 2006-11	12666TAG1	Countrywide
ECR 2005-4	29256PBJ2	N/A
FHLT 2005-D	35729PMA5	Barclays
FHLT 2005-E	35729PMY3	Credit Suisse
GEWMC 2006-1	36829JAS0	N/A
GMACM 2005-AA1	76112BNM8	N/A
GMACM 2005-AR1	76112BKM1	N/A
IMM 2004-9	45254NKZ9	N/A

Securitization Name	CUSIP	Action
IMM 2005-1	45254NMN4	N/A
INABS 2005-A	43708AAL6	N/A
INABS 2005-A	43708AAM4	N/A
INABS 2005-B	456606GQ9	N/A
INABS 2006-B	456606KV3	<i>Credit Suisse</i>
INABS 2006-B	456606KW1	<i>Credit Suisse</i>
INABS 2006-C	43709BAB5	<i>Credit Suisse</i>
INABS 2006-C	43709BAA7	N/A
INABS 2006-E	43709XAB7	<i>Credit Suisse</i>
INABS 2006-E	43709XAA9	<i>Credit Suisse</i>
INABS 2007-B	43710EAB6	<i>RBS</i>
INABS 2007-B	43710EAA8	<i>RBS</i>
INDX 2004-AR14	45660LAA7	N/A
INDX 2004-AR8	45660N2H7	N/A
INHEL 2004-A	456606EN8	N/A
INHEL 2004-B	456606EZ1	N/A
INHEL 2004-C	456606GH9	N/A
LBMLT 2004-2	542514FT6	N/A
MHL 2006-1	61915RBY1	<i>RBS</i>
NCHET 2004-2	64352VFW6	N/A
NCHET 2004-3	64352VHP9	N/A
NCHET 2004-4	64352VJT9	N/A
NCHET 2005-2	64352VKK6	N/A
NCHET 2005-3	64352VLD1	N/A
NCHET 2005-3	64352VLC3	N/A
NHELI 2007-2	65537MAA4	<i>Nomura</i>
OOMLT 2004-1	68389FEN0	N/A
OOMLT 2004-1	68389FEQ3	N/A
OOMLT 2004-2	68389FFC3	N/A
OPMAC 2005-2	68383NAU7	N/A
OPMAC 2005-2	68383NAV5	N/A
PCHLT 2005-3	71085PCP6	N/A
PCHLT 2005-3	71085PCQ4	N/A
PCHLT 2005-4	71085PDF7	<i>JP Morgan</i>
PFRMS 2006-1	71103XAS3	N/A
PFRMS 2006-1	71103XAR5	N/A
PPSI 2005-WCW2	70069FLB1	N/A
PPSI 2005-WHQ2	70069FHN0	N/A
PPSI 2005-WHQ2	70069FHP5	N/A
RALI 2005-QA9	761118FL7	N/A
RALI 2006-QO5	75114HAB3	N/A
WAMU 2005-AR6	92922FH84	N/A

Proposed Court Filings Omitted