

29 September 2011


MetLife Bank, N.A.

Foreclosure Review in response to Consent Order issued to MetLife Bank, N.A. by the Office of the Comptroller of the Currency

Dear 

This letter ("Agreement") confirms the engagement by MetLife Bank, N.A. (the "Bank", "MLB", "MetLife Bank") of Ernst & Young LLP ("E&Y"). E&Y will conduct a review of certain mortgage foreclosure matters (the "Foreclosure Review") as required by the Consent Order issued by the Office of the Comptroller of the Currency ("OCC") to the Bank dated April 13, 2011 (the "Order"). This Agreement sets forth the terms pursuant to which the Foreclosure Review will be conducted in accordance with the Order and the guidance set forth in the memorandum entitled "OCC, OTS and Federal Reserve Board Foreclosure Review Guidance" provided to the Bank at a May 20, 2011 interagency meeting, the guidance set forth in the memorandum entitled "OCC and FRB Guidance - Financial Injury or Other Remediation" provided to the Bank on August 29, 2011 and such further guidance as may be provided by the OCC during the course of the Foreclosure Review (the "Foreclosure Review Guidance"). The Bank has instructed E&Y to accept direction, control, supervision and oversight of its Services (as defined in the Agreement) from the OCC which will be acting as the designee of the Bank for these purposes, provided, however, that E&Y will keep the Bank informed of any OCC comments, directions or instructions and that any directions or instructions that would change the services to be provided by E&Y shall be documented in an amendment to the Agreement. (Please note that defined terms used herein and not otherwise defined shall have the meanings ascribed to them in the Order).

Independence of Consultant conducting Foreclosure Review

E&Y has been retained to conduct an independent review of certain residential foreclosure actions regarding individual borrowers with respect to MetLife Bank's mortgage servicing portfolio (the "Foreclosure Review"). E&Y agrees that the Foreclosure Review will comply with all requirements set forth in Article VII of the Consent Order issued to MetLife Bank on April 13, 2011, and that it will conduct the Foreclosure Review as a separate and independent from any review, study, or other work performed by the Bank or its contractors or agents with respect to the Bank's mortgage servicing portfolio or the Bank's compliance with other requirements of the Consent Order, as set forth below:

1. Conduct of the Foreclosure Review by E&Y shall not be subject to direction, control, supervision, oversight, or influence by the Bank, its contractors or agents. E&Y shall immediately

notify the OCC of any effort by the Bank, directly or indirectly, to exert any such direction, control, supervision, oversight, or influence over the Independent Consultant, its contractors or agents.

2. E&Y agrees that it is solely responsible for the conduct and results of the findings required by the Foreclosure Review, in accordance with the requirements of Sections 3(a) through (h) of Article VII of the Consent Order that do not require legal determinations or analyses, which are to be provided separately by a law firm to be engaged by the Bank, subject to OCC approval.

3. The conduct of the Foreclosure Review shall be subject to the monitoring, oversight, and direction of the OCC. E&Y agrees to promptly comply with all written comments, directions, and instructions of the OCC concerning the conduct of the Foreclosure Review, and that it will promptly provide any documents, workpapers, materials or other information requested by the OCC, regardless of any claim of privilege or confidentiality, while keeping the Bank informed of all such reports, requests, comments, directions and instructions from the OCC.

4. E&Y agrees to provide regular progress reports, updates and information concerning the conduct of the Foreclosure Review to the OCC, as directed by the OCC.

5. E&Y will conduct the Foreclosure Review using only personnel employed or retained by E&Y to perform the work required to complete the Foreclosure Review. E&Y shall not employ or use services provided by Bank employees, or contractors or agents retained by the Bank with respect to the Consent Order or with respect to matters addressed in the Consent Order, in order to conduct the Foreclosure Review, except where the OCC specifically provides prior written approval to do so.

6. Subject to the requirements and restrictions of no. 5 above, including the requirement of specific approval by the OCC, E&Y may utilize documents, materials or other information provided by the Bank, and may communicate with the Bank, its contractors or agents, in order to conduct the Foreclosure Review. For example, E&Y may communicate with Bank employees to obtain clerical assistance, to determine if information provided is complete or accurate, to verify or confirm information concerning specific case files, or to communicate with Bank employees regarding case files such that errors or omissions may be brought to the Independent Consultant's attention; however, Bank employees may not influence or attempt to influence determinations concerning the findings or recommendations of the Independent Consultant, whether regarding specific case files, categories of cases, or the Foreclosure Review more generally.

7. E&Y agrees that any legal advice needed in conducting the Foreclosure Review shall be obtained from the outside law firm whose retention for that purpose has been approved by the OCC. E&Y agrees not to obtain legal advice (or other professional services) in conducting the Foreclosure Review from the Bank's general counsel, or, except with respect to Outside Counsel (as such term is hereinafter defined) from any outside counsel retained by the Bank or its affiliates to provide legal advice concerning the Consent Order or matters contained in the Consent Order.

8. The Bank's agreement with E&Y must provide that if the OCC determines, in its sole discretion, that E&Y has not been fully compliant with the foregoing standards (nos. 1-7, above), the OCC may direct the Bank to dismiss E&Y and retain a successor consultant, in which case the Bank

shall have no further obligation to E&Y other than for services performed up to the date of termination for the Bank.

Scope of Services

The Order specifies that the Bank shall retain an independent consultant acceptable to the OCC to conduct the Foreclosure Review. All work products and work papers related to the Foreclosure Review will be available for review by the OCC upon request. As described in the Order, the Foreclosure Review requires that E&Y perform certain services, including an independent review of residential foreclosure actions or proceedings (including foreclosures that were in process or completed) for loans serviced by the Bank, whether brought in the name of the Bank, the investor, the mortgage note holder, or any agent for the mortgage note holder, including Mortgage Electronic Registration Systems, Inc. ("MERS"), during the period of time between January 1, 2009 and December 31, 2010 (the "Review Period"), including any residential foreclosure sales that occurred during this time period (the foreclosure review services collectively defined as the "Services").

The Services are advisory in nature and will be performed by E&Y following the requirements and guidance for engagements issued by the American Institute of Certified Public Accountants ("AICPA") Statements on Standards for Consulting Services, including Article 4 of the Code of Professional Conduct, which requires objectivity - the obligation to be impartial, intellectually honest, and free of conflicts of interest. Additionally, in the performance of any professional service, Section 102 of the AICPA Code of Conduct requires that each member maintain objectivity and integrity, shall be free of conflicts of interest, and shall not knowingly misrepresent facts or subordinate his or her judgment to others.

Further, under the AICPA requirements, the Services and related reporting will be limited to providing a detailed description of the test steps performed, the test criteria included in each of the test steps, and the findings from the testing. In an engagement performed under the consulting standards, no opinion or other assurances will be provided by E&Y in connection with this engagement. Because E&Y is not providing an assurance or other form of attestation engagement, the independence standards of the AICPA applicable to such an engagement shall not apply. None of the Services or any Reports hereunder will constitute any legal opinion or advice.

Article VII of the Order, in paragraph 3, sections a-h specifies that the purpose of the Foreclosure Review shall be to determine, at a minimum (hereinafter "Section a-h"):

- a. whether at the time the foreclosure action was initiated or the pleading or affidavit filed (including in bankruptcy proceedings and in defending suits brought by borrowers), the foreclosing party or agent of the party had properly documented ownership of the promissory note and mortgage (or deed of trust) under relevant state law, or was otherwise a proper party to the action as a result of agency or similar status;
- b. whether the foreclosure was in accordance with applicable state and federal law, including but not limited to the Servicemembers Civil Relief Act ("SCRA") and the U.S. Bankruptcy Code;

- c. whether a foreclosure sale occurred when an application for a loan modification or other Loss Mitigation was under consideration; when the loan was performing in accordance with a trial or permanent loan modification; or when the loan had not been in default for a sufficient period of time to authorize foreclosure pursuant to the terms of the mortgage loan documents and related agreements;
- d. whether, with respect to non-judicial foreclosures, the procedures followed with respect to the foreclosure sale (including the calculation of the default period, the amounts due, and compliance with notice periods) and post-sale confirmations were in accordance with the terms of the mortgage loan and state law requirements;
- e. whether a delinquent borrower's account was only charged fees and/or penalties that were permissible under the terms of the borrower's loan documents, applicable state and federal law, and were reasonable and customary;
- f. whether the frequency that fees were assessed to any delinquent borrower's account (including broker price opinions) was excessive under the terms of the borrower's loan documents, and applicable state and federal law;
- g. whether Loss Mitigation Activities with respect to foreclosed loans were handled in accordance with the requirements of the Home Affordable Modification Program ("HAMP"), and consistent with the policies and procedures applicable to the Bank's proprietary loan modifications or other loss mitigation programs, such that each borrower had an adequate opportunity to apply for a Loss Mitigation option or program, any such application was handled properly, a final decision was made on a reasonable basis, and was communicated to the borrower before the foreclosure sale; and
- h. whether any errors, misrepresentations, or other deficiencies identified in the Foreclosure Review resulted in financial injury to the borrower or the mortgagee.

The making of certain determinations, analyses and conclusions regarding each of the criteria specified in the Orders requires the retention of an outside advisor that is in a position to make the determinations, analyses and conclusions regarding legal matters and issues affecting each of the criteria noted above. Only a law firm familiar with the applicable laws, rules and regulations, including those concerning foreclosure, SCRA, and the U.S. Bankruptcy Code, can legally provide determinations, draw conclusions and make legal interpretations regarding compliance with such applicable laws, rules and regulations and provide legal interpretations regarding the criteria noted above.

E&Y is not a law firm and is not permitted to provide legal services in the United States under state laws, regulations and professional standards governing the practice of law. As a result, MLB will (subject to agreement on engagement terms, including clearance of conflicts) engage Patton Boggs LLP ("Outside Counsel") to work in conjunction with E&Y to perform the activities included in the Foreclosure Review for which standing as a law firm is required, and Outside Counsel will be solely responsible for providing legal analysis and reporting on those criteria, or portions thereof, requiring a legal conclusion, opinion or interpretation. Outside Counsel has considerable experience in matters relating to mortgage servicing and foreclosure rules and regulations at both the state and federal level. Outside Counsel will also assist E&Y in establishing the specific and objective criteria that will be used for testing, review the results of

the testing (i.e., findings), and provide such other procedures as may be necessary to enable E&Y and Outside Counsel, respectively, to report on each of the criteria noted above. E&Y will not provide any Service that constitutes the practice of law and will not oversee, or have any responsibility for, the legal services provided by Outside Counsel.

The Order specifies the independent consultant shall prepare a written report detailing the findings of the Foreclosure Review ("Foreclosure Report") and the report shall be submitted to the Bank and the OCC. Because E&Y is not a law firm and is not permitted to provide legal services, a single Foreclosure Report cannot be issued by E&Y. Rather, consistent with the approach outlined above, two separate and distinct reports (that can be included within the same document) will be issued as follows:

- a. Findings report provided by E&Y; and
- b. Report provided by Outside Counsel containing conclusions required by the Order regarding compliance with applicable law and regulations.

With respect to findings as to whether any identified errors, misrepresentations, or other deficiencies resulted in financial injury to the borrower or the mortgagee, the OCC has provided Guidance on Financial Injury or Other Remediation dated August 29, 2011 which will be considered by E&Y in connection with its work. E&Y's consideration of this guidance is subject to the terms, conditions and limitations of this Agreement, including specifically that E&Y will not provide any Service that constitutes the practice of law and will not oversee, or have responsibility for, the legal services provided by Outside Counsel as specifically relating to findings concerning financial injury amongst other things. Moreover, as described in the Order and confirmed in the guidance, notwithstanding any findings of E&Y concerning financial injury, MetLife Bank is responsible for submitting a plan to compensate or remediate financially injured borrowers and E&Y assumes no responsibility for this task.

Confidentiality and Privilege

E&Y acknowledges that the Services for which it is engaged are highly confidential. To enable E&Y to carry out its responsibilities, the Bank's in-house counsel ("Counsel") and any external counsel that may be engaged by the Bank, other than Outside Counsel, as identified to E&Y, may need to disclose to E&Y their legal theories, as well as other privileged information and attorney work product, and the Bank its employees, representatives or agents may need to disclose to E&Y other information. In connection with E&Y's provision of Services, E&Y may need to collect information from or on behalf of the Bank as well as counsel engaged by the Bank including, without limitation, the Order, supervisory letters and other confidential supervisory information. E&Y shall treat all information pertaining to the provision of Services, whether provided to E&Y by or on behalf of the Bank, or collected or compiled by E&Y, as confidential (collectively, the "Confidential Information").

E&Y further acknowledges that some of the Confidential Information, including but not limited to the Order and supervisory letters, consists of confidential supervisory information that is the property of the OCC. E&Y hereby agrees that it will not disclose the existence or content of the Order or any other confidential supervisory information provided by on behalf of the Bank to E&Y except as authorized by OCC regulations. E&Y is aware of the requirements of 12 C.F.R. 4.37(b)(2), and agrees to abide by the prohibitions on the dissemination of non-public OCC

information contained in 12 C.F.R. Part 4 and further agrees not to use non-public OCC information for any purpose other than as provided for in this Agreement. Any and all written and oral communications between E&Y or its agents and representatives and the Bank regarding the subject matter of this Agreement and the Services performed hereunder and any and all records, documents and work papers regarding the same shall be treated as confidential. Except for communication with the OCC, such records, documents and work papers shall not be disclosed to anyone outside of E&Y, either during or after the period of this engagement, without prior written consent of the Bank, and if applicable, the OCC, except as may be required by law, regulation, or judicial or administrative process, or in accordance with applicable professional standards or in connection with litigation arising hereunder.

If any person, entity, or regulatory authority seeks to obtain any material or information within E&Y's possession, custody and control concerning this Agreement or the Services performed hereunder, E&Y shall promptly inform the Bank before taking any action or making any decision regarding the request, so that the Bank may seek to defend the disclosure. The Bank agrees to pay any costs reasonably incurred by E&Y, including reasonable attorney's fees, in the course of resisting such a request, as and when such costs are incurred. In addition, it is agreed that all working papers and other documents prepared pursuant to this Agreement are the property of E&Y, subject to the right of the OCC to view and receive copies of such working papers and documents upon request. E&Y will provide to the Bank, upon the Bank's request, access to such work papers upon the completion of the Foreclosure Review and issuance of the Foreclosure Reports.

Although E&Y has made no independent inquiry or determination with respect thereto, E&Y acknowledges that the Services and Reports (as defined in paragraph 9 "Other Matters") provided under this Agreement may be utilized by Counsel in order to provide legal advice to the Bank, in your capacity as Counsel and, as such, your belief that such Services and Reports are deemed to be covered and protected by the attorney-client, attorney work product and other applicable privileges and (b) that the Bank and its affiliates are currently involved in various types of litigation, and anticipate such litigation in the future, for which the Services and Reports may be used to develop litigation strategies, thought processes and further client communications and, as such, your belief that such Services and Reports are deemed to be covered and protected by and qualify as communications subject to the attorney-client, attorney work product and other applicable privileges. To the extent that such privileges are legally available, E&Y shall treat these Reports and Services as so privileged, subject only to E&Y's obligations under applicable law or professional requirements. Throughout the engagement, E&Y shall report to you and shall send all written communications to you, and agrees that all communications to you shall bear the appropriate legends indicating their potentially privileged nature. Further, pursuant to 12 U.S.C 1828(x), we shall not construe the provision of the Reports to the OCC pursuant to the Order as waiving, destroying or otherwise affecting the coverage and protection of the Reports under the attorney-client privilege and attorney work product rule (and any other applicable privileges or doctrines).

Additionally, E&Y represents and warrants that it has, and will continue to have for so long as it retains any Confidential Information in connection with this engagement, adequate administrative, technical, and physical safeguards (including, where applicable, proper disposal measures) designed (i) to provide for the security and confidentiality of such Confidential Information, (ii) to protect against any anticipated threats or hazards to the security or integrity

of such Confidential Information, and (iii) to protect against unauthorized access to or use of such Confidential Information.

Confidential Information and Trade Secrets

a. Each party agrees that it will not at any time during or after the termination of this Agreement reveal, divulge or make known to any person, firm or corporation any secret or confidential information concerning the other party's business or operations, which information became known or available to the receiving party during the term of this Agreement ("Confidential Information"). "Confidential Information" means all information relating to the business, business plans, customers, suppliers, operations, methodologies, technologies, systems, hardware, software or procedures of a party that is not generally known to the public and which information is either identified as "Confidential" and/or "Proprietary," or which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary. Confidential Information shall not include information that (1) is, at the time of disclosure, or thereafter becomes, part of the public domain through a source other than through a breach by the receiving party of the provisions of this Agreement or any other non-disclosure agreement between the parties then in effect; (2) was known to the receiving party at the time of disclosure without any obligation of confidentiality to the disclosing party with respect to such information; (3) is independently developed by the receiving party without the use or assistance of information that otherwise would be independently deemed Confidential Information; or (4) is subsequently learned from a third party not known by the receiving party to be subject to an obligation of confidentiality with respect to the information disclosed.

b. Confidential Information also includes "Personal Information" which is defined as personal information provided to, and maintained by, MetLife Bank in confidence, including but not limited to: (1) personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act, 15 USC §§ 6801, *et seq.*, and any amendments and regulations thereto; (2) personal financial information, information about a person's sex, date of birth, age, income, address, telephone number, Social Security number, account information, health or medical information, or credit information; (3) information that a consumer provides to MetLife Bank or its Affiliates to obtain an insurance product or service; (4) information about a consumer resulting from a transaction involving an insurance product or service between MetLife Bank or its Affiliates and a consumer; (5) information that MetLife Bank or its Affiliates otherwise obtains about a consumer in connection with providing an insurance product or service to that consumer; (6) the fact that an individual is or has been a customer or has obtained an insurance product or service from MetLife Bank or its Affiliates; (7) any information MetLife Bank or its Affiliates collects through an Internet "cookie" or other information collecting device from a web server to the extent that such information constitutes personally identifiable information; and (8) any information or data created by or derived from a health care provider or the consumer that relates to the past, present or future physical, mental or behavioral health or condition of an individual or a member of the individual's family.

c. Each party will hold all Confidential Information at all times in confidence. Without express written authorization from the disclosing party, the receiving party will not use Confidential Information for its own benefit or for the benefit of any party other than the disclosing party and its Affiliates, and will not duplicate or disclose the Confidential Information in any manner to any other party other than such of its employees and Agents who have a need to know such information in connection with their performance of Services. Neither party will, and will not assist others to,

disassemble, decompile, reverse engineer or otherwise attempt to recreate Confidential Information. Each party confirms it is subject to applicable securities laws and regulations, including without limitation, the insider trader rules.

d. E&Y will not, without MetLife Bank's prior written consent (which may be given in a Statement of Work) and without complying with MetLife Bank's security procedures, (1) remove from MetLife Bank's premises any Confidential Information or other property of MetLife Bank or of any of its Affiliates, in any form or medium or (2) access any such Material, Confidential Information or computer systems of MetLife Bank or of any of its Affiliates from any off-premises location. If in order to perform certain Services, E&Y requires access to MetLife Bank's computer systems, MetLife Bank shall provide to E&Y the appropriate computer password(s).

e. E&Y agrees that it will not, nor will its employees or Agents, knowingly and intentionally tamper with, compromise, or attempt to circumvent any physical or electronic security or audit measures employed by MetLife Bank or by any of its Affiliates in the course of their respective businesses.

f. E&Y will not provide to MetLife Bank any individually identifiable confidential or proprietary information of any other party, in breach of any agreement to keep such information confidential.

g. Upon the termination of this Agreement, each party will: (1) promptly return all Confidential Information to the disclosing party, whether in written or electronic form, and will not retain any copies, extracts, or other reproductions thereof, in whole or in part, in any form whatsoever, and (2) take reasonable steps to assure that all documents, memoranda, notes, and other writings or electronic records prepared by it which include or reflect any Confidential Information are destroyed. Notwithstanding the foregoing, E&Y may retain one copy of such materials as required by its Professional Obligations or its document retention policy, and such retained materials will be kept confidential in accordance with this Agreement.

h. The foregoing to the contrary notwithstanding, if in the opinion of legal counsel to the receiving party or its Agents, as the case may be, the disclosure of any Confidential Information is legally required to be made by the receiving party or such Agent in or pursuant to a judicial, administrative or governmental proceeding or order or similar proceeding or order of a self-regulatory organization, the receiving party or such Agent (as the case may be) may make such disclosures but only to the extent required to comply with the law; provided, however, that the disclosing party will give reasonable prior notice to the other party and provide reasonable cooperation if the other party chooses to take legal action to resist such disclosure.

i. In addition to, and notwithstanding, the foregoing, with respect to Personal Information:

1. E&Y and its Agents will protect the security, integrity and confidentiality of such information and will not permit unauthorized access to, or unauthorized use, disclosure, publication or dissemination of Personal Information;
2. The obligation not to disclose Personal Information will survive, in perpetuity, and at no time will E&Y or any of its Agents be permitted to disclose Personal Information;
3. Upon the termination of this Agreement, E&Y will assure that all documents, memoranda, notes, and other writings or electronic records prepared by it and its Agents that include or reflect any Personal Information are destroyed, regardless of

the media on which they are maintained. Within thirty (30) days after termination of this Agreement and receipt of a written request from MetLife Bank, E&Y will provide an affidavit to MetLife Bank confirming that it and its Agents have destroyed all Personal Information in compliance with this Section, subject to E&Y's ability to retain its work papers as set forth herein;

4. If there is any disclosure or loss of, or inability to account for, any of the Personal Information by E&Y or any of its Agents, E&Y will promptly, at its own expense: (a) notify MetLife Bank in writing; (b) take all such actions as may be reasonably necessary or reasonably requested by MetLife Bank to minimize the problem; and (c) cooperate in all reasonable respects with MetLife Bank to minimize the problem and any damage resulting therefrom;
 5. E&Y and its Agents will maintain confidentiality with regard to all of the Personal Information to which it has access, and will: (a) segregate (in whatever media the Personal Information is stored) such Personal Information from all other information of any of its other customers to the extent that MetLife Bank has identified such information as Personal Information; (b) use the Personal Information solely and exclusively for the benefit of MetLife Bank and its Affiliates, and solely in order to provide the Services hereunder; and (c) abstain from collecting, maintaining, compiling, aggregating, selling and/or utilizing any Personal Information, to the extent that MetLife Bank has identified such information as Personal Information, except that E&Y and its Agents may collect such information only if collection of such information is required for fulfillment of its obligations under this Agreement;
 6. Without limiting its rights hereunder, E&Y and its Agents agree to reasonably cooperate with MetLife Bank in compliance with all legal obligations and/or regulatory requests, investigations, and/or inquiries which require the production of the Personal Information;
 7. E&Y and its Agents acknowledge and agree that the Personal Information and all proprietary rights therein will remain the sole and exclusive property of MetLife Bank and its Affiliates; and
 8. No failure or delay by MetLife Bank in exercising any right, power or privilege under this Agreement will operate as a waiver thereof or preclude any other or further exercise thereof or the exercise or any other right, power or privilege under this Agreement.
- j. Each party recognizes that the disclosing party and its Affiliates may suffer irreparable harm as the result of the unauthorized disclosure, reproduction or use of any Confidential Information and that monetary damages may be inadequate to compensate the disclosing party for such breach. Therefore, each party agrees that in the event of any failure to comply with the provisions of this Section, the disclosing party will be entitled to seek a preliminary injunction, to protect and recover the Confidential Information, and neither the receiving party nor any of its Agents object to the entry of an injunction or other equitable relief against the receiving party or any of its Agents on the basis of an adequate remedy at law.

k. With respect to any benchmark reports, MetLife Bank acknowledges that the contents of each benchmark report are based upon information contained in E&Y's database. MetLife Bank acknowledges E&Y's claim that the contents of such database belong solely to E&Y and may be used by E&Y in future engagements for other customers. MetLife Bank also acknowledges that the information contained in each benchmark report and other Deliverables may become a part of E&Y's database and may be used in future engagements for other customers. E&Y cannot use any Confidential Information in E&Y's database unless such data are coded to preserve MetLife Bank's anonymity and the security of its information. Under no circumstances may E&Y include any Personal Information that MetLife Bank has identified as Personal Information in the database.

l. Subject to terms set forth above in Section - "Confidentiality & Privilege", or otherwise set forth in a SOW, the MetLife Bank will not, and will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to E&Y, in any document filed or distributed in connection with a purchase or sale of securities to which any of the United States or state securities laws (collectively, "Securities Laws") are applicable or otherwise in connection with periodic reporting obligations under Securities Laws.

Disaster Recovery

During the Term, E&Y shall maintain a detailed and comprehensive contingency plan against events which could affect E&Y's ability to perform the Services and/or provide the work products in accordance with this Agreement. E&Y shall keep its business continuity plans current and make such changes as required in accordance with prevailing industry best practices.

E&Y shall use the information provided by the Bank solely in connection with this Agreement and the Services performed hereunder. Except to the extent that the Bank agrees in writing, upon the termination of E&Y's engagement, E&Y will deliver to you or, in the alternative, securely dispose of all documents, data, and other materials (including copies) which the Bank provided to E&Y, which E&Y obtained from third parties, or which E&Y generated or prepared, or is in the process of generating or preparing, for this Agreement and the Services performed hereunder.

Notwithstanding the foregoing, nothing in this Agreement shall require E&Y to return or dispose of documents in contravention of its document retention policy, applicable law or professional requirements.

Engagement Fees

Fees for this engagement will be set forth in a separate Statement of Work and based upon the level of E&Y resource assigned to the project and the number of hours such resources perform the various activities included in the Foreclosure Review.

Other Matters

1. The scope of this Agreement does not constitute a rendering by E&Y or its partners, principals or staff of any legal advice, and because the Agreement is limited in nature and scope, the Bank agrees that it will not rely upon E&Y to discover all documents and other information or to provide all analyses that may have importance to this matter. Neither the Bank, nor any representative of the Bank, will hold E&Y responsible for any loss or liability

that may result from the non-discovery of any matters that may otherwise have had an influence on E&Y's consultations with the Bank. E&Y personnel shall perform the Services pursuant to this engagement as non-testifying advisors and not as expert witnesses. We will not conduct our review to detect fraud or illegal acts.

2. We have reviewed our available records to determine whether potential conflicts might arise out of our performance of the Services. The Bank understands that the very nature, diversity, magnitude, and volume of E&Y and its past and present clients and professional relationships do not allow E&Y to be certain that each and every possible relationship or potential conflict has come to E&Y's attention. In the event that additional relationships or potential conflicts come to E&Y's attention, E&Y will promptly notify the Bank. E&Y agrees to abide by any court orders provided to E&Y in writing and signed by E&Y regarding confidentiality.
3. The Bank acknowledges and agrees that it will timely provide, or cause to be provided timely, to E&Y all data, information and resources reasonably required by E&Y in connection with the performance of the Services. All data and information provided to E&Y by the Bank, or on either's behalf, shall be true, correct and complete in all material respects to the reasonable knowledge and belief of the Bank. E&Y may rely on data and information provided to E&Y by the Bank, or on either's behalf and, unless otherwise agreed by the parties, E&Y will not evaluate, nor will it have any responsibility to verify independently the accuracy or completeness thereof or the sufficiency of such data and information for the Bank's purposes; provided, however, that E&Y shall perform certain data validation activities, as defined in Appendix F attached hereto, in order to validate the data relative to its sources and relevance to the Review. To the extent necessary to enable E&Y to perform the Services, the Bank shall notify E&Y promptly in writing upon becoming aware of (A) changes in the status of the matters, in connection with which the Services are provided, or (B) objections or issues with respect to the performance of the Services.
4. Notwithstanding the parties' agreement to arbitrate as set forth herein, E&Y acknowledges that money damages may not be a sufficient remedy for disclosure or misuse of Confidential Information and that, in the event of unauthorized disclosure or misuse of the Confidential Information received by or reviewed by E&Y, its employees or any person engaged by E&Y, the Bank may be entitled to seek injunctive or other equitable relief from a court of competent jurisdiction to enforce its rights with respect to the use or protection of Confidential Information.
5. Any controversy or claim arising out of or relating to Services covered by this Agreement shall be resolved in a manner consistent with the provisions set forth in Appendix A to this letter.
6. This Agreement shall be governed by and interpreted according to the laws of the State of New York, without giving effect to the State of New York's choice of law or conflict of law provisions or principles.
7. In no event will any party (or its subcontractors) be liable to the others (or to any affiliate of the other parties for or in respect of which the Services may be performed) for any consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or good will) in connection with the performance of the Services or

otherwise under this Agreement, whether or not liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if E&Y is advised of the likelihood of such damages.

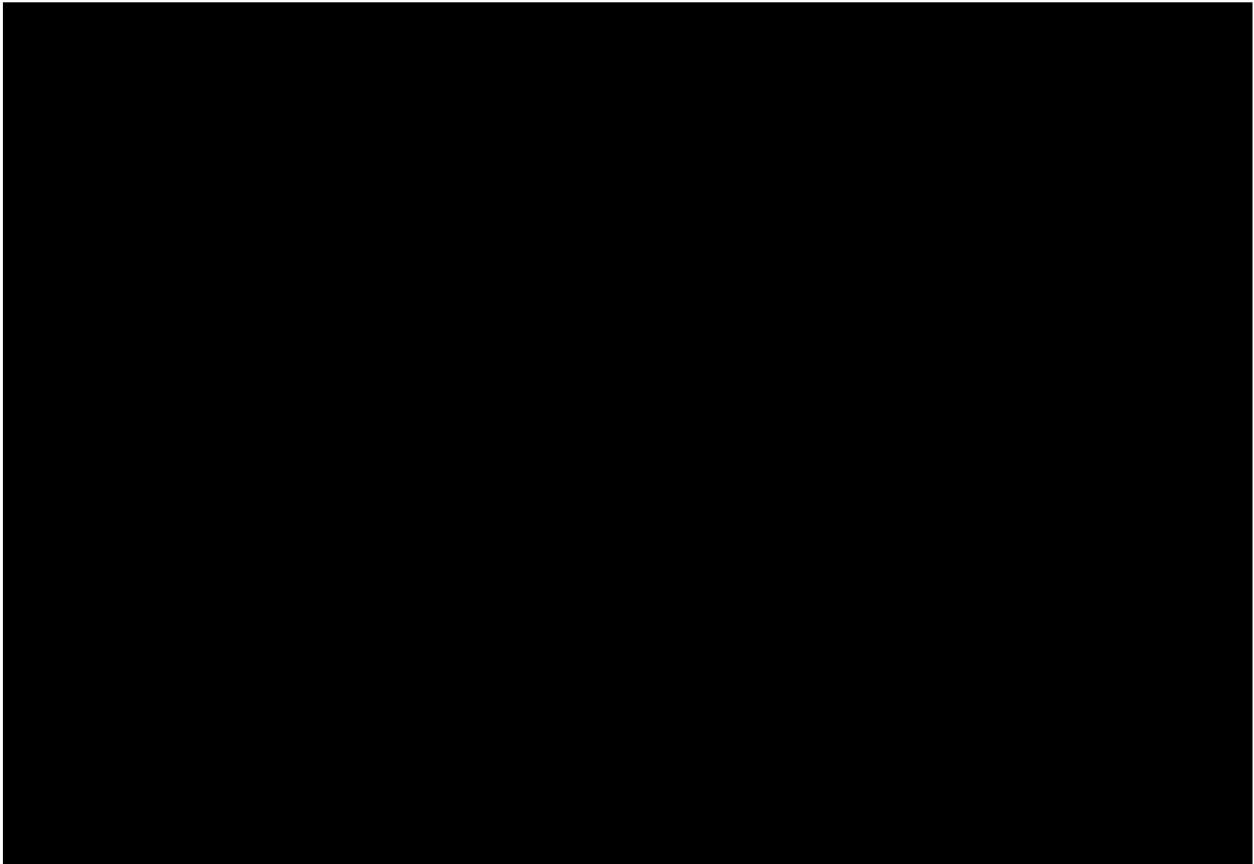
8. To the fullest extent permitted by applicable law or regulation (including, for these purposes, the rules and interpretations of the U.S. Securities and Exchange Commission or other such regulatory bodies), the total aggregate liability of E&Y and its subcontractors (including, for this purpose, Outside Counsel) to the Bank and its affiliates (and their respective successors and permitted assigns), regardless of whether such liability is based on breach of contract, negligence, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, in connection with the performance of the Services or otherwise under this Agreement, shall be limited to the fees actually paid to E&Y in respect of such Services, provided, however, that the foregoing shall not apply to limit E&Y's liability to the extent caused by its gross negligence or willful misconduct or a breach by E&Y of its confidentiality obligations under this Agreement.
9. Except as set forth in this Agreement, the Services and the information, records, data, advice or recommendations contained in any materials, opinions, presentations or other communications, written or otherwise, in draft or final form, provided by E&Y (collectively, "Reports") are intended solely for the information and use of the Bank. Except as otherwise set forth in this Agreement, and except as may be required by law, regulation, or judicial or administrative process, or in accordance with applicable professional standards, or in connection with a dispute arising hereunder, the Bank may not disclose, orally or in writing, any Report or any portion, abstract or summary thereof, or make any reference to E&Y in connection therewith, to any third party without obtaining (a) the prior written consent of E&Y, and (b) an executed access letter in a form substantially similar to Appendix B. If any person, entity, or regulatory authority seeks to obtain any material or information within the Bank's possession, custody or control concerning this engagement, the applicable party shall promptly inform E&Y before taking any action or making any decision regarding the request, so that E&Y may seek to defend such disclosure. Notwithstanding the foregoing, E&Y acknowledges that the OCC may be entitled, under either the terms of the Order or through the exercise of their power to examine the Bank, to review and obtain copies of the Reports and work papers supporting the Reports and hereby commits to provide OCC examiners access to any and all work papers and the Reports promptly upon request. Neither the prior written consent of E&Y nor an executed access letter in a form substantially similar to Appendix B will be required for the OCC to have access to such information upon their request, provided, that pursuant to 12 USC 1828(x), the parties shall not construe any such disclosure as waiving, destroying or otherwise affecting the coverage and protection of the work papers and Reports under the attorney-client privilege and attorney work product rule (and any other applicable privileges or doctrines) as described herein, and is further subject to all other applicable privileges afforded with regard to materials provided to the OCC in the Order. In addition, E&Y acknowledges that this Agreement may be provided to the OCC for review and may be subject to their approval. Should this agreement not be approved by the OCC, the Agreement immediately shall terminate.
10. The Bank is responsible for determining whether the Services as set forth herein are sufficient to satisfy its needs with respect to the Order. E&Y cannot and does not provide any assurance that its work and findings will either support or contradict any particular

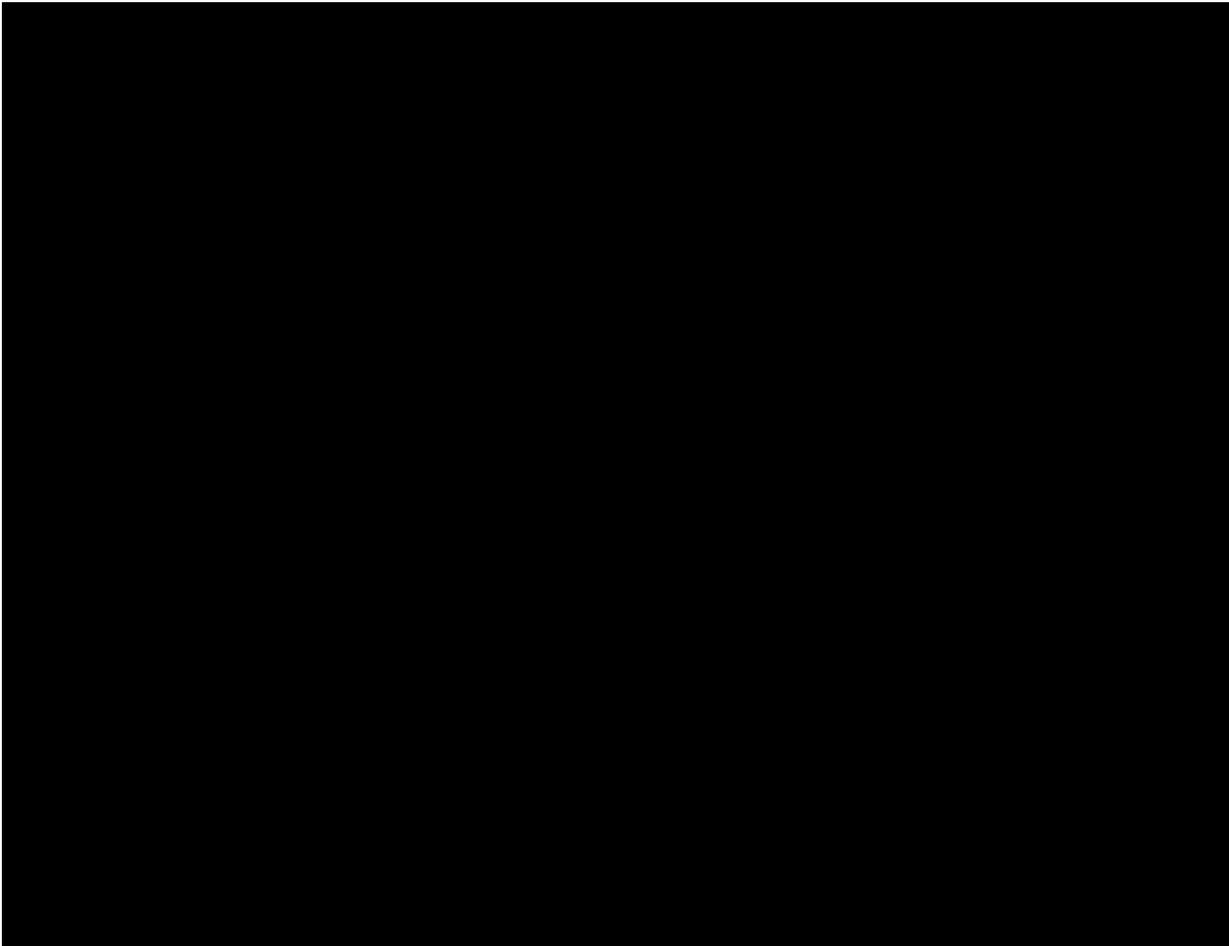
position. E&Y will not render an attestation or assurance report or an attestation or assurance opinion, as defined by professional standards under this Agreement, nor will the Services constitute (1) an audit, review or examination of financial statements in accordance with generally accepted auditing standards, or (2) an examination of prospective financial statements in accordance with standards established by the AICPA. None of the Services or any Reports will constitute any legal opinion or legal advice. In addition, it is not contemplated that any of the Services or any Reports will constitute a tax opinion or tax advice.

11. Non-solicitation

During the Term, and for a period of one year following the expiration or termination for any reason of this Agreement and the termination of all Statements of Work hereunder (the "Non-Solicitation Period"), neither party shall directly solicit for employment any personnel of the other party who (in the case of E&Y employees) performed Services for MetLife Bank or otherwise or who (in the case of MetLife Bank) was substantially involved in the project in connection with which any Services were performed, without the prior written consent of the other party. In any event, if a party determines, at any time during the Non-Solicitation Period, that it wishes to solicit for employment any personnel of the other party, it shall so notify the other party in advance and shall not pursue such solicitation or offer unless and until the party gives written approval thereof.

12. Injury to Persons or Property; Insurance

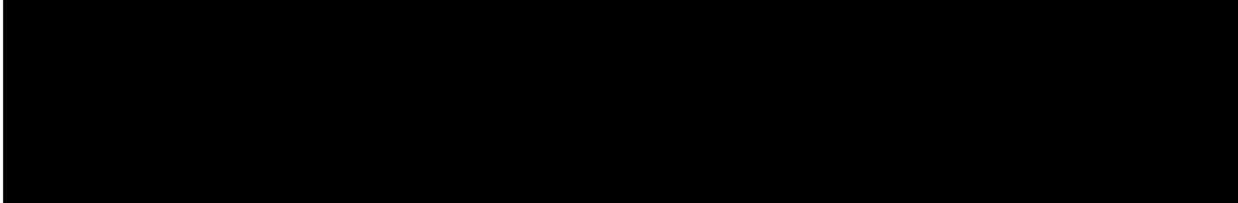




13. Independent Contractor / Agents

a. Each party, its officers, Agents and employees are at all times independent contractors to the other party. Neither E&Y nor any of its Agents nor any of their respective employees who perform work in connection with the provision of Services will for any purpose including (but not limited to) federal or state tax purposes be considered an employee or Agent of MetLife Bank or any of its Affiliates. No such person will be entitled to participate in MetLife Bank's employee insurance and retirement programs by virtue of this Agreement or by performing Services under this Agreement. E&Y (or, in the case of persons employed by any Agent, such Agent) will treat any such person as its employee for all purposes, including (but not limited to) the payment of federal, state and local employment and social security taxes and will deduct from such person's salaries all applicable taxes, charges for benefits and any and all other deductions and withholdings which are required by law. From time to time, and depending upon the circumstances, personnel (including non-certified public accountants) from E&Y Entities (as hereinafter defined) other than E&Y and independent third-party service providers (including individual contractors) may participate in providing the Services.





c. E&Y will not retain any Agent to assist it in the provision of Services and development of applicable Deliverables pursuant to this Agreement without the prior written consent of MetLife Bank. Any Agent retained by E&Y for such purposes will agree in writing to comply with the provisions of this Agreement regarding Confidential Information. All Agents will work under the control and direction of E&Y, who will be solely responsible for the work of and payment to any Agent. E&Y will include a provision in all of its agreements with subcontractors stating that such subcontractors will look to E&Y for payment and will under no circumstances look to MetLife Bank and its Affiliates for payment.

d. MetLife Bank may, at any time and with or without cause, provided it is not unlawful, disapprove of any person assigned by E&Y or any of its Agents to provide Services and applicable Deliverables, and E&Y will immediately remove such person from providing such Services. If requested by MetLife Bank, E&Y will, at any time, provide the resume of, and an opportunity to interview, any person assigned to provide such Services. In no event may E&Y or any Agent use prison inmates or contract with any prison system to perform any of the Services, Deliverables, or Work Product required under this Agreement.

14. Notifications, Inquiries and Contacts. Any notification or inquiry with respect to this Agreement for the attention of the Independent Consultant shall be provided in writing or via e-mail to the party or parties listed below.

For general inquiries:



Ernst & Young LLP
New York, New York 10036

Tel: [Redacted]
Fax: [Redacted]
E-mail: [Redacted]

For any legal matters:



Ernst & Young LLP
Washington, D.C. 20005

Tel: [Redacted]
Fax: [Redacted]
E-mail: [Redacted]

This Agreement is effective as of September 29, 2011. Please indicate your acceptance of the foregoing terms by signing below and returning a copy of the letter to me. We look forward to working with you.

Sincerely,

Ernst & Young LLP

By:

Name

Title: Authorized Signatory

Agreed to:

MetLife Bank N.A.

By:

Name:

Title:

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Appendix A: Dispute Resolution Procedures

The following procedures shall be used to resolve any controversy or claim (“dispute”) as provided in this Agreement other than claims that are purely for non-monetary injunctive or equitable relief. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

Applicable Law and Dispute Resolution Forum

a. This Agreement will be governed by and construed and the legal relations between the parties will be determined in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws.

b. Except as set forth below, E&Y and MetLife Bank shall submit any controversy or claim which may arise under, out of, in connection with, or relating to this Agreement to binding arbitration in New York, New York in accordance with the then-existing rules of the American Arbitration Association. Except as set forth below, any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures. E&Y and MetLife Bank shall be permitted to conduct discovery in accordance with the Federal Rules of Civil Procedure and shall be permitted to introduce evidence in accordance with the Federal Rules of Evidence. Each party shall submit to the other a discovery plan proposal within ninety (90) days of commencement of a proceeding under this section. If after using good faith efforts the parties are not able to mutually agree on a final discovery plan within thirty (30) days of receipt of the respective discovery plan proposals, then the parties shall submit their respective discovery plans to the panel of arbitrators for a final determination of a reasonable and appropriate discovery plan for the particular proceeding. E&Y and MetLife Bank shall choose three (3) arbitrators, one (1) selected by each party, and the third arbitrator selected by the other two (2) arbitrators. All arbitrators, including the party selected arbitrators, shall be neutral, impartial and independent. E&Y and MetLife Bank agree to bear their own costs of arbitration, unless arbitrators shall award costs. In any action or proceeding between the parties as to the rights and obligations under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney’s fees as the panel of arbitrators may determine to be appropriate and reasonable under the circumstances, unless the arbitrators determine that the position of the non-prevailing party's position was substantially justified. The arbitrators must each have experience that may reasonably be expected to give him or her substantial familiarity with the commercial issues in dispute. The parties will use good faith efforts to identify arbitrators with at least five (5) years experience in the specific subject matter of the Services that are the subject of the dispute. The arbitrators shall specify legal findings in writing and shall also indicate how those findings are supported in the record. The arbitrators must specify the basis for any damage award and the types of damages awarded. The arbitrators shall be prohibited from awarding punitive and non-actual damages except as expressly authorized under this Agreement. A court reporter shall record the hearing and the reporter's record shall be the official transcript of the proceedings.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with

the rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

Notwithstanding the parties' agreement to arbitrate all disputes under this Agreement as set forth above, either party may seek injunctive relief, solely in the state or federal courts located in the State of New York, County of New York to enforce its rights with respect to the use or ownership of its Confidential Information or Intellectual Property. The parties consent to the personal jurisdiction thereof and to sole venue therein only for such purposes.

c. To the extent that any law would apply to the electronic documents described herein sent by either party to this Agreement, the parties agree that neither party shall raise, and shall be stopped from raising, a Statute of Frauds or similar defense with respect to such electronic documents and their transmission. The parties further agree that any such electronic document received by one (1) party and which contains the sender's electronic signature shall be deemed to constitute a memorandum in writing; provided however, that no document created by any electronic Agent that alters the terms or conditions of this Agreement or any Statement of Work issued hereunder shall be considered binding unless and until such document is executed by an officer of MetLife Bank and an authorized signatory of E&Y.

Appendix B: Third-Party Report Access Letter

[Letterhead of E&Y]

[Date]

[Addressee Information]

Ladies and Gentlemen:

MetLife Bank, N.A. (the "Client") has informed Ernst & Young LLP ("E&Y") that it wishes to disclose to [INSERT FULL LEGAL NAME OF RECIPIENT] (the "Recipient") a copy of the findings and recommendations report(s)[, dated _____, 201_, [and _____, 201_, respectively]] [to be] prepared by E&Y (including all supporting schedules and analyses, the "Report(s)") in connection with the _____ services that E&Y [has provided][is providing] to the Client (the "Services").

E&Y [performed][is performing] the Services only for the Client. The Services [were not][are not being] undertaken on behalf of, or to serve the needs of, the Recipient.

The Services do not constitute (1) an audit, review or examination of financial statements in accordance with generally accepted auditing standards, (2) an examination of prospective financial statements in accordance with standards [established by the American Institute of Certified Public Accountants]¹ or (3) a review to detect fraud or illegal acts. [The Services do not include any procedures to test compliance with the laws or regulations of any jurisdiction.]²

E&Y [has prepared][will prepare] the Report(s) solely for the Client. The Report(s) address(es) only the issues identified by the Client and [is/are][will be] based solely on information obtained by the procedures specified for E&Y by the Client or otherwise [to be] provided by or on behalf of the Client. The Report(s) [is/are] [will be] subject to many limitations and [do/does][will] not provide any form of assurance with respect to any of the information discussed or referred to therein. E&Y has not placed any limitations on the Client's ability to disclose any contents of the Report(s) relating to the tax aspects or structure of any proposed transaction. The Recipient understands and accepts the scope and limitations of the Report(s). The Recipient has performed, or will perform, its own inquiries and procedures regarding the subject matter of the Report(s).

¹ If the Client is an "issuer" (as defined in PCAOB Rule 1001) or is otherwise following PCAOB standards, replace this bracketed language with the following: "of the U.S. Public Company Accounting Oversight Board ("PCAOB")".

² Consider if this sentence is applicable for the specific engagement and if so, retain and remove brackets.

In addition, except (1) where compelled by legal process (of which the Recipient shall promptly notify E&Y and tender to E&Y, if E&Y so elects, the defense thereof), (2) with respect to any contents of the Report(s) relating to the tax treatment and tax structure of any transaction (including any facts that may be relevant to understanding the proposed tax treatment of any transaction), or (3) with E&Y's prior written consent, the Recipient will not circulate, quote, disclose or distribute [any of] the Report(s) or any information contained therein, or any summary or abstract thereof, or make any reference thereto, to anyone other than the Recipient's directors, officers or employees or legal advisors, who, in each case, need to know its contents for a valid business purpose of Recipient and who have agreed to be bound by the terms and conditions of this agreement to the same extent as Recipient.

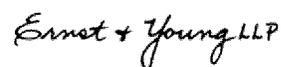
The Recipient further agrees that it will not, and will not permit others to, quote or refer to the Report(s), any portion, summary or abstract thereof, or to E&Y, in any document filed or distributed in connection with (a) a purchase or sale of securities to which the United States or state securities laws ("Securities Laws") are applicable or (b) periodic reporting obligations under Securities Laws. The Recipient will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

In further consideration of E&Y allowing the Recipient access to the Report(s) and the information contained therein, the Recipient agrees that:

1. It does not acquire any rights against E&Y, and E&Y does not assume any duties or obligations to the Recipient or otherwise, as a result of, such access.
2. It will not rely on the Report(s) and will make no claim that it has done so.
3. It will make no claim against E&Y, its partners, employees or affiliates, or other members of the global Ernst & Young network (collectively, the "E&Y Parties") that relates in any way to the Report(s), any information contained therein, or the Recipient's access to the Report(s).
4. To the fullest extent permitted by applicable law, it will indemnify, defend and hold harmless the E&Y Parties from and against any claim or expense, including reasonable attorneys' fees, suffered or incurred by any E&Y Party relating to any breach by the Recipient of any of its representations or agreements contained herein or the use or disclosure of the Report(s) or any portion thereof by anyone who received it directly or indirectly from or at the request of the Recipient.

This letter shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and fully to be performed by residents thereof.

Very truly yours,



Ernst & Young LLP

Accepted by:

[FULL LEGAL NAME OF ADDRESSEE]

By: _____

Printed Name: _____

Title: _____

Date: _____

Appendix C: Project Governance & Staffing

Project Governance

A governance structure will be put in place at the project level to allow the Bank to address each element of Article VII. The structure below specifically addresses the Foreclosure Review project.

1. Sub-Steering Committee: Executive sponsorship group consisting of the Bank's [REDACTED] [REDACTED] who collectively are responsible for the Bank's support of the Foreclosure Review project:

- a. Support cross-functional coordination and communication of changes
- b. Program level issue resolution

2. Bank Project Leads: Overall Bank Project Managers responsible for timely execution of Bank support for the Foreclosure Review consistent with the requirements of the Order, including:

- a. Acting as the primary business owner for day-to-day project matters
- b. Supporting key stakeholder involvement in the program
- c. Coordinating the Bank project team with timely access to critical business Subject Matter Advisors (SMAs) and knowledge capital

3. Bank Project Team: The business or functional leads which are responsible for the execution and success of the action steps to be performed by the Bank in connection with the Foreclosure Review, more specifically:

- a. Provide initial population of loans in foreclosure during specified time period
- b. Support loan file acquisition - system of record and files from foreclosure firms
- c. Support loan system access, as needed
- d. Assist in interpreting servicing file and system notes, codes, etc.
- e. Provide access to personnel, as needed
- f. Provide feedback to inquiries from Outside Counsel and E&Y
- g. Support execution of a customer complaints process and outreach program
- h. Fulfill other general information and support services

4. Independent Consultant / E&Y Project Team: Provide project management support of the Review and certain other activities including:

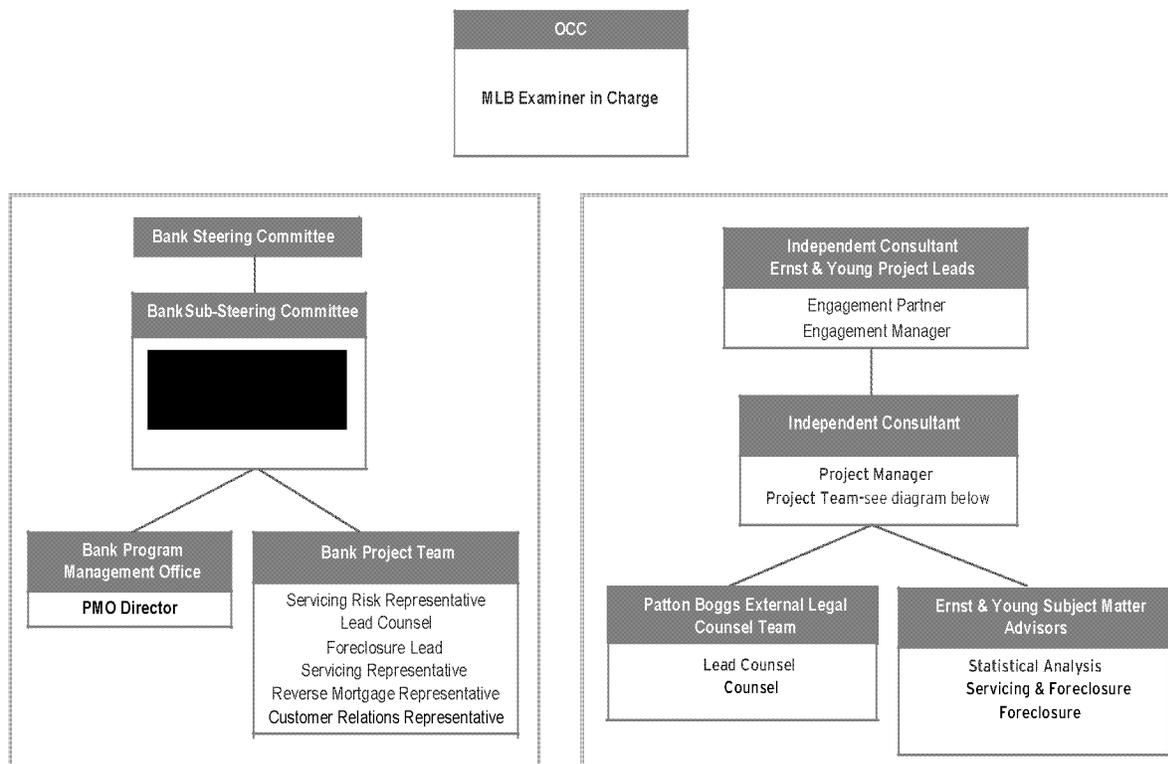
- a. Develop sampling methodology
- b. Apply sampling methodology to loan population provided by the Bank
- c. Upload Foreclosure Review Checklists ("FRC"), provided by Outside Counsel into E&Y's loan review tool
- d. Conduct review of loan files and identify any aspects that require legal review by Outside Counsel
- e. Provide summary of results via Final Foreclosure Review Report and maintain work papers to support the Review
- f. Provide SMAs as needed
- g. Provide oversight and reporting for the customer complaints process and outreach

5. Outside Counsel Team:

- a. Provide legal research, related to federal, state and local laws, impacting residential mortgage foreclosures
- b. Develop FRCs based on research to be imported into and used by E&Y to conduct the

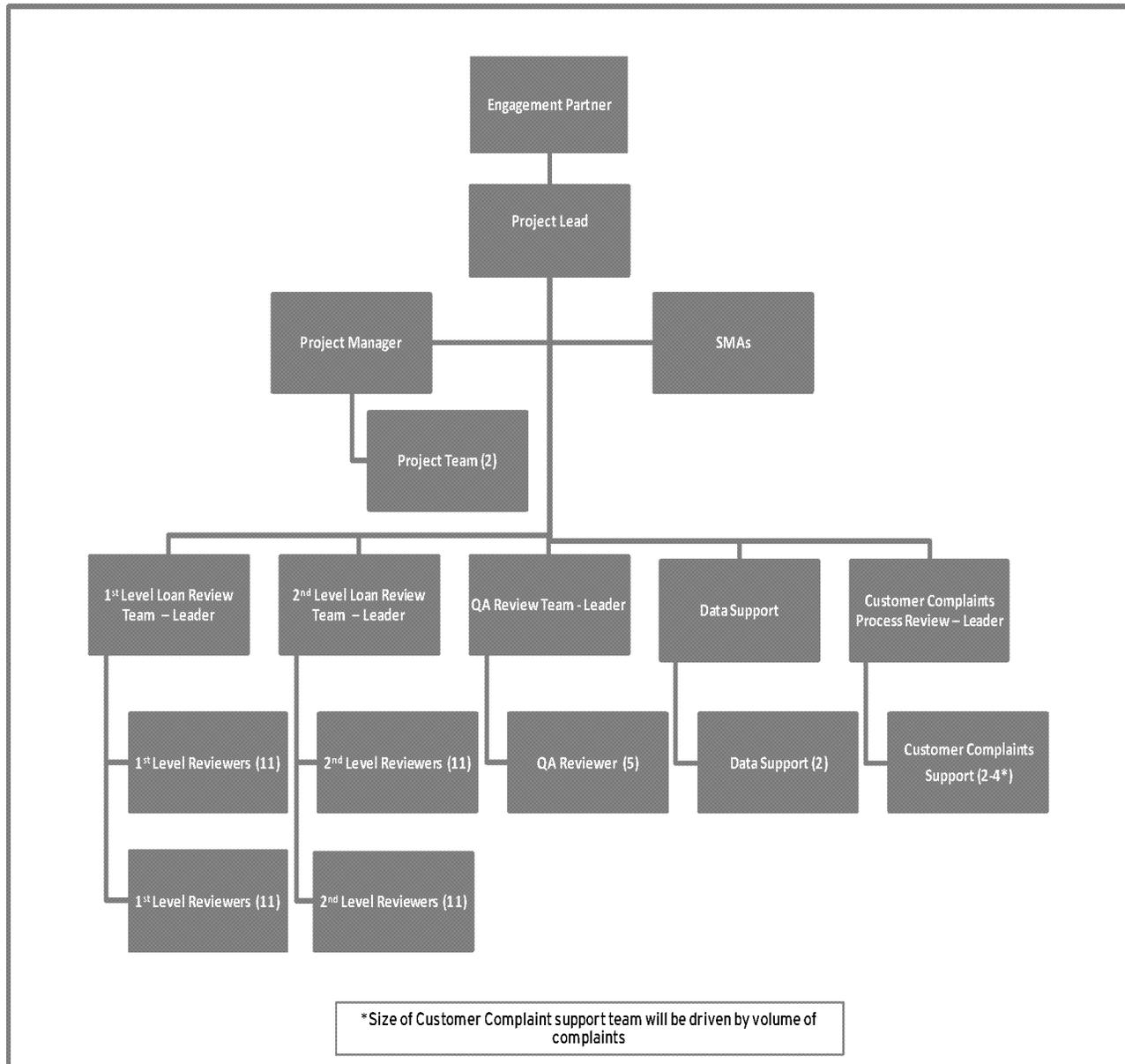
- Review of the loan files
- c. Conduct the legal review of the loan files, as appropriate
- d. Draft and deliver Final Legal Findings Report
- e. Provide guidance and support as needed to the E&Y team during its review of the loan files and completion of the FRC's
- f. Provide support for the customer complaints process and outreach as needed

The chart below depicts the governance structure described above:



Staffing

The chart below depicts the E&Y proposed team structure (estimated to be able support a review of a sample size of up to 6,000³ Loans, including reviews for loans with complaints):



³ All assumptions are based on a sample population of up to 6,000 loans (of which 2,000 are the statistical sample and 4,000 loans are estimated to arise out of the Foreclosure Review Complaints Process) and which population does not include expansion of the population to account for errors. For example, if 10 errors are found in a sample of 100 from a segment of population 5,000, the sample would need to be increased to 357 to maintain 95% confidence and 3% precision. If 20 errors are found, the sample size would increase to 601. This would increase the population beyond the initial estimate of up to 2,000 loans for the statistical sample population.

Project Management:

1. Engagement Partner - E&Y Partner who provides project oversight, interfaces with Bank leadership, delivers reporting to OCC (as applicable), and provides overall project quality.
2. Project Lead - Senior Manager who provides Project Leadership, interfaces with Bank personnel, delivers reporting to Engagement Partner, provides oversight to all work streams.
3. Project Manager - Provides day-to-day project management and reporting, interfaces with various Bank personnel, manages project resources, provides ongoing reporting and metrics for entire project under guidance of Project Lead, and interfaces with all workstream leads.
4. Project Team Leaders - Provide team leadership in 1st and 2nd level file reviews, QA, and Customer Complaints Outreach areas, interface with Project Leadership, delivers reporting to Project Manager and Lead.

1st Level and 2nd Level Loan File Review Teams (a sample size of up to 6,000⁴ Loans):

1. 1st and 2nd Level Loan Review Team Leaders - Provide Loan Review Team leadership, interface with Project Leadership and deliver reporting to Project Manager and Lead.
2. Loan Reviewers - E&Y Consultants who will perform the loan review, populate the checklist, escalate questions to the Leaders, identify areas for review by Outside Counsel, and review accounts referred via Complaint Process Review.

Assumptions:

1. On average each Loan Reviewer will review one (1) loan per four (4) hours.
2. Note that for each segment of loan files greater than 6,000, a proportional number of Loan Reviewers will be required assuming that the time frame for review is held constant, e.g., if it is found that due to findings of Errors, other rationale, complaints volume, or the guidance of the OCC that the Review requires a total of 7,000 loans to be included in the Foreclosure Review, then for such additional 1,000 loans the project would require additional Loan Reviewers as appropriate and an additional Loan Review Team Leader. This increased scope has timing implications as well which are addressed in Appendix D hereafter.
3. The loans will be available in complete packages; for purposes of this project a complete loan package will include: (i) system of record information including call notes, account history, output of inquiries, etc.; (ii) complete loan documentation (note, loan agreement, appraisal, other closing documents, etc.); (iii) if applicable, [REDACTED] loan recording data; and (iv) if applicable, complete foreclosure file from foreclosure attorney.
4. System of Record ("SOR") - this data is available via the Bank's mortgage servicing platform [REDACTED] for forward mortgages and [REDACTED] for reverse mortgages. The required information will be provided via images of applicable screens which will be imaged and uploaded by the Bank to E&Y's [REDACTED]. We assume that obtaining

⁴ All assumptions are based on a sample population of up to 6,000 loans (of which 2,000 are the statistical sample and 4,000 loans are estimated to arise out of the Foreclosure Review Complaints Process) and which population does not include expansion of the population to account for errors. For example, if 10 errors are found in a sample of 100 from a segment of population 5,000, the sample would need to be increased to 357 to maintain 95% confidence and 3% precision. If 20 errors are found, the sample size would increase to 601. This would increase the population beyond the initial estimate of up to 2,000 loans for the statistical sample population.

this SOR data for a sample size of up to 6,000 accounts will take at least sixty to ninety (60-90) business days.

5. Complete Loan Documentation - each account's loan documentation will be made available in a timely manner via imaged files from the Bank's document repository system. Imaged documents will be uploaded by the Bank to E&Y's . We assume that obtaining this loan documentation data for a sample size of up to 6,000 accounts will take at least sixty to ninety (60-90) business days running in parallel with the System of Record information.
6. MERS - each account's loan recording data will be provided by in a timely manner, which for purposes of this project is considered to be within fourteen (14) business days of the date of the request. Any files not provided as imaged documents will be imaged and all imaged documents uploaded by the Bank to E&Y's . We assume this process - from request to upload - will take at least sixty to ninety (60-90) business days running in parallel with the other data requests listed herein.
7. Complete Foreclosure Files - each account's complete foreclosure file will be provided by the applicable law firm in a timely manner, which for purposes of this project is considered to be between ten and seventeen (10-17) business days of the date of the request. Any files not provided as imaged documents will be imaged and all imaged documents uploaded by the Bank to E&Y's . We assume this process - from request to upload - will take at least sixty to ninety (60-90) business days running in parallel with the System of Record information.

Loan File Quality Assurance ("QA") Team (a sample size of up to 6,000⁵ Loans):

1. Quality Assurance Team Leader - Provides Quality Assurance Team leadership, interfaces with Project Leadership, and delivers reporting to Senior Manager.
2. Quality Assurance Reviewers - E&Y Senior and Staff Consultants who will perform the quality assurance review, closing out open items on the checklist, escalate questions to the Manager, and identify areas for re-training.

Assumptions:

1. On average, each QA Reviewer will review one (1) file per four (4) hours.
2. Note that for each increment of loan files greater than 6,000, a proportional number of QA Reviewers will be required assuming that the time frame for review is held constant, e.g., if it is found that due to findings of Errors, other rationale, complaints volume, or the guidance of the OCC that the Review requires a total of 7,000 loans to be included the Foreclosure Review, then for such additional 1,000 loans the project would require at least one additional (1) QA Reviewer. This increased scope has timing implications as well which are addressed in Appendix D hereafter.

⁵ All assumptions are based on a sample population of up to 6,000 loans (of which 2,000 are the statistical sample and 4,000 loans are estimated to arise out of the Foreclosure Review Complaints Process) and which population does not include expansion of the population to account for errors. For example, if 10 errors are found in a sample of 100 from a segment of population 5,000, the sample would need to be increased to 357 to maintain 95% confidence and 3% precision. If 20 errors are found, the sample size would increase to 601. This would increase the population beyond the initial estimate of up to 2,000 loans for the statistical sample population.

Data Team:

1. Data Team Leads - Leads deployment and customization of E&Y [REDACTED] and leads interactions with the Bank to plan for the data and imaged document upload.
2. Data Team Member - Supports all aspects of Data Team Lead responsibilities.

Assumptions:

1. The Bank will timely provide appropriate personnel, processes, and systems to generally support and interface with the Data Team.
2. The Bank will timely provide appropriate personnel to support the imaging of paper documents and uploading of existing images to the E&Y [REDACTED]

Customer Complaints Team:

1. Customer Complaints Team Leader - Leads review of the complaint process, interfaces with Outside Counsel as needed, leads interactions with the Bank to identify and acquire complaint related information for the review. For additional information, refer to Appendix J.
2. Customer Complaints Team Members - Supports all aspects of the Customer Complaints Team Manager responsibilities.

Assumptions:

1. The Bank will timely provide appropriate personnel, processes and systems to generally support and interface with the Customer Complaints Team.
2. The Bank will timely provide access to records of complaints during all applicable time periods.

Onboarding:

E&Y plans to onboard the team members at different phases to allow for a strictly managed approach to ramp up, onboarding, and training.

The file review teams including 1st & 2nd level review and QA will be brought in a two-phased approach. The first 3-tiered team will be onboarded to the project once OCC approval of the proposed loan segments has been obtained and files from the loan sample population are available to review as well as complete loan documents, and state and foreclosure review checklists. Once the team is onsite, onboarding will occur. Onboarding includes providing background on the project, roles and responsibilities of the team, logistics for travel and work locations, and Bank building access. Onboarding will also include training on the [REDACTED] and foreclosure review checklists. The second 3-tiered team will be onboarded at an appropriate time as determined by Project Leadership depending upon availability of loan files and production levels. The Complaints Team will begin onboarding once the OCC provides final approval of the Borrower outreach and complaints intake process. This group will undergo the same onboarding as the file review teams: background on the project, complaints process-specific background, roles and responsibilities of the team, logistics for travel and work locations, and Bank building access.

Training:

Training for the team will occur during the first week of being on-site at the work location and will be delivered classroom style. Training will be a two-pronged approach: (1) training on the technical aspects of the [REDACTED] now customized for the specific look-back processes for the Bank, and (2) content training, which includes the servicing and legal aspects of the foreclosure review checklists, now housed within the [REDACTED]. Mock reviews will be performed so that each team member understands how to complete a loan file review. Following the classroom training, team members will be assigned to a team lead and provided with sample loan files to be completed and reviewed by their team leads. Team members will also be asked to complete a loan file review in a group setting in order to help establish consistency.

Training material will consist of the following:

1. Background presentation about the project, its scope and objectives
2. Reference material containing a description of the foreclosure process, its timeline, and a glossary of key terms
3. A generic foreclosure review checklist containing question by question references to the specific loan document(s) where a reviewer would typically get the information needed to answer the checklist and by doing so, complete the file review. (This guide is by no means a comprehensive one, as documents could differ by loan type, situation, state, county, etc.)
4. Each file reviewer will also log into the [REDACTED] and simulate filling out a file review checklist as well as familiarize themselves with the tool and how the workflow is laid out

Throughout the File Review, team leaders, Project Manager and Project Lead will monitor and assess the performance of the file reviewers and any personnel identified as failing to meet performance standards will be provided with additional training. In the event that any team member demonstrates a failure to achieve the expected performance standards after receiving additional training from his or her team leader, such person will be promptly replaced on the project team.

Appendix D: Loan File Review Project Requirements & Timeline

1. All timeframes are based upon the OCC approving the Engagement Letter; an estimated date of August 15, 2011 is the date for which all dates above are based.
2. All timeframes are based on a sample size of up to 6,000⁶ loans including reviews for loans with complaints.
3. Days and weeks use calendar days.
4. Weeks overlapping on timeline show concurrent tasks.
5. Timeframes for completion of loan file review contemplate a sample size of up to 6,000⁶ files. If the number of files reviewed is materially increased beyond that number, the timeframe for review will increase.
6. Where Outside Counsel has not completed or nearly completed foreclosure review checklists prior to the commencement of the review, Outside Counsel estimates the FRCs will require at a minimum, 25 hours per state to complete. In addition, state document checklists will also be required to ensure all relevant documentation is obtained for each loan; these are estimated to take at a minimum 8 hours per state to complete. In the event that Outside Counsel has not previously begun working on the FRCs or completed research in order to develop the FRCs, E&Y and the Bank will obtain federal & state foreclosure law research for the fifty states. This research should expedite the completion of the FRCs and the state document checklists however the commencement of the file review will lag behind until the FRCs are completed. To validate this research, Outside Counsel estimates that it will take at a minimum 7 hours per state to complete.
7. The customer complaints & outreach program is likely to extend the overall loan file review timeline, because the duration of the complaints outreach intake will be 120 days and commencing no later than September 30, 2011. This will also extend the file review time and completion of the Final Reports. The outcomes of the reviews will also be included as part of the Final Reports, if available.
8. Document gathering timeframes may be impacted by the following:
 - a. Ability to obtain documents from MERS and foreclosure law firms ("Law Firms"). Many other banks will be making similar requests of documentation to the same entities. The Bank is a mid-size bank whereas many of the other servicers are large banks that may receive more prompt attention in the responses from MERS and the various Law Firms. This is outside of the Bank's control.
 - b. System down time at the Bank, MERS, or the Law Firm.
9. If Errors in loan files (as such term is defined in Appendix E hereof) are found during the review, the following will be required:
 - a. The sample size will increase requiring new loan numbers to be selected, compared to criteria validated and provided to the Bank to facilitate loan document gathering

⁶ All assumptions are based on a sample population of up to 6,000 loans (of which 2,000 are the statistical sample and 4,000 loans are estimated to arise out of the Foreclosure Review Complaints Process) and which population does not include expansion of the population to account for errors. For example, if 10 errors are found in a sample of 100 from a segment of population 5,000, the sample would need to be increased to 357 to maintain 95% confidence and 3% precision. If 20 errors are found, the sample size would increase to 601. This would increase the population beyond the initial estimate of up to 2,000 loans for the statistical sample population.

- b. The Bank will then obtain (i) system of record information including call notes, account history, output of inquiries, etc.; (ii) complete loan documentation (note, loan agreement, appraisal, other closing documents, etc.); (iii) if applicable, MERS loan recording documents; and (iv) if applicable, complete foreclosure file from foreclosure attorney
- c. Follow up for missing documents, as needed
- d. Update document checklists for new set of sample loans
- e. Assign to file reviewer
- f. File review, including QA reviews

This may extend the timeline by at least two (2) to four (4) weeks per Segment in each event that errors are found and it is determined that the sample for such Segment must be expanded.

The requirements of Article VII of the OCC Consent Order are below. All timeframes and dates are estimates and subject to change based on the OCC's approval which is the trigger point for timelines below.

Customer Complaints Process Timeline

| ID | Requirement | Timeframe | Dates | Responsible Party | Comments |
|----|---|-----------|----------------------|-------------------|----------|
| 1. | Planning | | | | |
| A. | Prepare draft methodology document and meet with OCC | N/A | May 20, 2011 | E&Y | |
| B. | Identify foreclosure population and provide loan level data set | N/A | May 20, 2011 | The Bank | |
| C. | Develop statistical sampling approach options | N/A | May 20, 2011 | E&Y | |
| D. | Bank to retain the Consultant | N/A | June 15, 2011 | The Bank | |
| E. | Bank to submit draft Engagement Letter to OCC | N/A | July 22, 2011 | The Bank | |
| F. | OCC to approve outside counsel | N/A | July 27, 2011 | OCC | |
| G. | Obtain and engage outside counsel | N/A | July 29, 2011 | E&Y | |
| H. | Bank to submit final Engagement Letter to OCC | N/A | TBD | The Bank | |
| I. | OCC to approve | N/A | Conditional approval | OCC | |

| | | | | | |
|----|---|-----|----------------------------|-----|--|
| | segmentation and sampling methodology | | received on August 8, 2011 | | |
| J. | OCC to approve complaints process | N/A | TBD | OCC | |
| K. | OCC to approve final Engagement Letter | N/A | TBD | OCC | 120 day timeline begins upon approval |
| L. | Independent Consultant to complete the Review | | TBD | E&Y | Review will begin following OCC approval of Engagement Letter including segmentation, sampling methodology, complaints process and outside counsel |

For details on completing the file review, task L. above please see the table below. The key activities of the review are as follows:

1. Resource Selection, On-boarding and Training
2. Segmentation and Sample Population
3. Data Gathering
4. File Review Checklists development
5. File Review
6. Complaints intake and review
7. Final Reports

| ID | Requirement | Timeframe | Dates | Responsible Party | Comments |
|-----------|---|----------------|--|-------------------|----------|
| 1. | Resource Selection, On-boarding and training | Ongoing | | | |
| A. | Establish Process for data gathering | Ongoing | July 1, 2011- August 12, 2011 | E&Y/The Bank | |
| B. | Onboard Outside Counsel | Ongoing | August 1, 2011- August 12, 2011 | E&Y | |
| C. | Onboard Phase 1 File Review Team | Week 2 | August 16, 2011- August 22, 2011 | E&Y | |
| D. | Onboard Phase 2 File Review Team | Week 5 | September 12, 2011- September 16, 2011 | E&Y | |

| | | | | | |
|-----------|---|-------------------|---|----------|--|
| 2. | Segmentation and Sample Population | Weeks 1-2 | August 15, 2011- August 22, 2011 | | Tasks will begin following OCC approval of segmentation and sampling methodology |
| A. | Finalize approved sampling methodology | Week 1 | August 15, 2011- August 19, 2011 | E&Y | |
| B. | Apply methodology to create final sample | Week 1 | August 15, 2011- August 19, 2011 | E&Y | |
| C. | Provide sample loan numbers to the Bank | Week 2 | August 22, 2011 | E&Y | |
| 3. | Data Gathering | Weeks 2-19 | July 28, 2011- December 19, 2011 | | |
| A. | Pull the Bank system of record data- ongoing until all data collected | Weeks 2-19 | August 8, 2011- December 19, 2011 | The Bank | |
| B. | Pull the Bank imaged loan docs- ongoing until all data collected | Weeks 2-19 | August 8, 2011- December 19, 2011 | The Bank | |
| C. | Request & obtain Law firm documents- ongoing until all data collected | Weeks 2-19 | August 8, 2011- December 19, 2011 | The Bank | |
| D. | Request & obtain MERS documents- ongoing until all data collected | Weeks 2-19 | August 8, 2011- December 19, 2011 | The Bank | |
| E. | Follow up for missing loan documents- ongoing through cutoff date (TBD) | Weeks 2-19 | August 8, 2011- December 19, 2011 | The Bank | |
| F. | Image electronic and hardcopy files, if needed- ongoing until completed | Weeks 2-19 | August 8, 2011- December 19, 2011 | The Bank | |
| G. | Update document checklists for each loan- ongoing until completed | Weeks 2-19 | August 8, 2011- December 19, 2011 | The Bank | |
| H. | Load imaged files into IC file review site- ongoing until completed | Weeks 2-19 | August 8, 2011- December 19, 2011 | The Bank | |
| 4. | File Review Checklists | Weeks 1-6 | July 14, 2011- August 24, 2011 | | |

| | | | | | |
|-----------|---|-------------------|---|-----------------|--|
| A. | Obtain multi-state research | Pre-work | August 8, 2011- August 12, 2011 | The Bank | |
| B. | Validate multi-state research | Pre-Work | August 8, 2011- August 12, 2011 | Outside Counsel | |
| C. | Draft FRC for each state | Weeks 1-6 | August 15, 2011- September 23, 2011 | Outside Counsel | |
| D. | Evaluate functionality of FRC for each state | Week 1-6 | August 15, 2011- September 23, 2011 | E&Y | |
| E. | Draft document checklist by state | Weeks 1-6 | August 15, 2011- September 23, 2011 | Outside Counsel | |
| F. | Evaluate functionality of document checklist by state | Weeks 1-6 | August 15, 2011- September 23, 2011 | E&Y | |
| G. | Upload final checklists into [REDACTED] ongoing until all FRCs loaded | Weeks 1-6 | August 15, 2011- September 23, 2011 | E&Y | |
| 5. | File Review | Weeks 3-20 | August 29, 2011- December 26, 2011 | | |
| A. | Ascertain that loans have completed documentation- ongoing until all documents collected | Weeks 3-20 | August 29, 2011- December 26, 2011 | E&Y | |
| B. | Assign to file reviewers based on file completeness and state | Weeks 3-20 | August 29, 2011- December 26, 2011 | E&Y | |
| C. | System of record compare to origination documents- may extend given errors and increased sample | Weeks 3-20 | August 29, 2011- December 26, 2011 | E&Y | |
| D. | Checklist completion- may extend given errors and increased sample | Weeks 3-20 | August 29, 2011- December 26, 2011 | E&Y | |
| E. | Complaints review- may extend given errors and increased sample | Weeks 3-20 | August 29, 2011- December 26, 2011 | E&Y | |

| | | | | | |
|-----------|---|-------------------|--|------------------------|--|
| F. | E&Y QA checks | Weeks 3-20 | August 29, 2011- December 26, 2011 | E&Y | |
| G. | Expand sample size as needed- ongoing during review and post review, based on timeline | Weeks 3-20 | August 29, 2011- December 26, 2011 | E&Y | |
| H. | Complete E&Y File Review | Weeks 3-20 | August 29, 2011- December 26, 2011 | E&Y | |
| I. | Legal Review | Weeks 3-20 | August 29, 2011- December 26, 2011 | Outside Counsel | |
| 6. | Final Reports | Weeks 2-17 | December 18, 2011- March 23, 2012 | | |
| A. | Sampling methodology section | Week 1-2 | July 21, 2011- July 27, 2011 | E&Y | |
| B. | Loan File Review/Findings Section (Errors, exceptions, loans with incomplete documentation) | Weeks 20-24 | December 19, 2011- January 17, 2012 | E&Y | |
| C. | Complaints section of final report | Weeks 29-33 | February 22, 2012- March 23, 2012 | E&Y | |
| D. | Complete final legal report | Weeks 20-33 | December 19, 2011- March 23, 2012 | Outside Counsel | |
| E. | IC and Outside Counsel to provide the Reports to OCC | Week 33 | On or before March 23, 2012 | E&Y/Outside Counsel | |

Customer Complaints Process Timeline

| ID | Customer Complaints Process | Timeframe | Dates | Responsible Party | Comments |
|----|-----------------------------------|-----------|----------------------------------|----------------------|----------|
| 1. | Customer Complaints Process | | June 30, 2011- March 23, 2012 | | |
| A. | Review Bank existing processes | Pre-work | June 30, 2011- July 6, 2011 | E&Y | |

| | | | | | |
|----|--|-------------|-------------------------------------|----------|--|
| B. | Complaints methodology approval | TBD | TBD | OCC | |
| C. | Collaborate with Independent Consultants / Servicers to define uniform process | Weeks 1-7 | August 15, 2011- September 30, 2011 | E&Y | |
| D. | Engage 3 rd party vendor to manage the complaints intake process | Weeks 1-7 | August 15, 2011- September 30, 2011 | The Bank | |
| E | Customize 3 rd party vendor's platform for the complaints process; intake, workflow, reporting, and interface with other [REDACTED] | Weeks 1-7 | August 15, 2011- September 30, 2011 | E&Y | |
| F. | Define outreach campaign approaches for direct mail, email, newspaper ads and joint website | Weeks 1-7 | August 15, 2011- September 30, 2011 | The Bank | |
| G. | Launch complaints process | Week 7 | September 30, 2011 | The Bank | |
| H. | Begin complaints intake | Week 8 | October 3, 2011 | The Bank | |
| I. | Complaints intake and review | Weeks 8-25 | October 3, 2011- January 24, 2012 | The Bank | |
| J. | Complaints review | Weeks 8-25 | October 3, 2011- January 24, 2012 | E&Y | |
| K. | Complaints intake follow up period | Weeks 25-27 | January 25, 2012- February 8, 2012 | The Bank | |
| L. | Complaints follow up review (if needed) | Weeks 27-28 | January 9, 2012- January 20, 2012 | E&Y | |
| M. | Write complaints portion of final report | Weeks 29-33 | February 22, 2012- March 23, 2012 | E&Y | |

Appendix E: Sampling Methodology

Background

The primary objective of the Foreclosure Review is the identification and remediation of applicable borrowers who suffered financial injury⁷ as a result of errors, misrepresentations, or other deficiencies (collectively, the "Deficiencies" or a "Deficiency") associated with pending or completed foreclosure actions during the "Review Period". In designing the sampling methodology to identify Errors⁸, this Foreclosure Review will segment foreclosure actions (a "Segment" or the "Segments") with similar characteristics in order to test for any higher propensity for Errors. Keeping with the primary objective of the Foreclosure Review and the OCC Guidance, certain Segments may be identified as "higher-risk" and "lower-risk" groups. The delineation between "higher-risk" and "lower-risk" will drive the decision to either (a) for "higher risk" segments, review the entire segment or (b) for "lower risk" segments, perform a review of such segment using a statistical sample.

In accordance with the OCC's guidance, a statistical sample of sufficient size will be selected to achieve test results of 95% confidence and 3% precision (the "Sampling Methods") for loans in the foreclosure process for which first legal action has occurred during or prior to the Review Period and /or has been completed during such Review Period (the "Population").

In the event that any Segment for which a statistical sample is used in performing the Review is found to have an error rate which exceeds allowed tolerances during the Review, consideration will be given to expanding the sample size(s) in the applicable Segment(s). Alternatively, if there are certain identifiers or readily ascertainable causal factors, such Segments could be sub-segmented and such sub-segment could potentially be subject to 100% review as opposed to the application of a statistical sampling methodology (the "Sub-segmentation approach"). For example, it could happen that Errors beyond the tolerance level to achieve test results of 95% confidence and 3% precision are found during the testing of a Segment derived from foreclosures executed by a pre-identified group of law firms. An additional review of such testing results could demonstrate that the excessive Errors are attributable to one law firm within such group. In this instance, it may be appropriate to sub-segment that portion of the Population (as such term is hereinafter defined) and potentially test every account that is associated with such law firm. However, upon the discovery of Errors and prior to the expansion of the Population, E&Y, in conjunction with the Bank, will seek approval for the expansion of the population from the OCC.

Based upon market observations, discussions with the OCC and general knowledge about the occurrences of default and incidences of foreclosure over the last three years, certain Segments have been identified which are hereinafter described and review methods (i.e., 100% versus statistical sample) are discussed further in the "Population Segmentation" section below.

⁷ Refer to Appendix H for definition of financial injury

⁸ For purposes of this Appendix E, an "Error" is defined as any action or omission on the part of a lender, servicer, or their agents which deviates from applicable law or other relevant requirements during the foreclosure process which led to a direct financial injury to a borrower. As used herein, "Exceptions" are defined as any action or omission on the part of a lender, servicer, or their agents which deviates from applicable law or other relevant requirements during the foreclosure process which may possibly lead to a financial injury to the borrower.

Statistical Sampling Methodology

Using the AICPA sample size tables and guidance found in the OCC Sampling Methodologies Comptroller's Handbook, a sample size of 99 is needed to provide 95% reliability and 3% precision⁹. This means that 95% of the time the true unknown error rate will be within 3% of the error rate estimated from the sample so if no errors are found in the sample the population error rate will be at most 3% with 95% confidence. If the error rate in the sample is 4%, the population error rate could be as low as 1% or as high as 7% with 95% confidence. The sample size is based on an assumption that no errors will be found in the sample. In attribute sampling where the estimate is of a proportion or percent in error, the precision and error rate are related. As the error rate increases, the precision gets worse (i.e., has a larger value) for a fixed sample size. Thus it may be necessary to increase the sample size to maintain 3% precision if errors are found. These sample size increases could be substantial. For example, if 10 errors are found in a sample of 100 from a population of 5,000, the sample would need to be increased to 357 to maintain 95% confidence and 3% precision. If 20 errors are found, the sample size would increase to 601. In selecting the sample, every loan in the population will be given a random number which will be retained as a field in the data file.

Upon the discovery of Errors and prior to the expansion of the Population, E&Y, in conjunction with the Bank, will seek approval for the expansion of population from the OCC.

The population will be sorted by the random numbers to place the loans into a random order. The desired number of loans is selected by taking the first and continuing along the randomly ordered file until the desired number is reached. If additional selections are needed to keep the precision at 3%, they can be made by going to the last selected and continuing to select in the random order. In some circumstances, the sample expansion could lead to a 100% review of a narrowly targeted segment of the population.

Loan Servicing Operations and Foreclosure Population

MetLife Bank, N.A. services residential mortgage loans. The servicing portfolio contains both forward (i.e., traditional) and reverse residential mortgage loans. The loans are serviced on two separate servicing platforms (the "Platforms") (see *Table A below*):

- The Bank services forward mortgage loans using [REDACTED] a [REDACTED] out of its [REDACTED] location. Bank records indicate 31,624 foreclosure actions or proceedings commenced or were pending during the Review Period and were serviced using their [REDACTED].
- The Bank engages [REDACTED] a [REDACTED] based reverse mortgage servicing firm, to sub-service its reverse loan portfolio on [REDACTED]. Bank records indicate 626 foreclosure actions or proceedings commenced or were pending during the Review Period and were serviced using the [REDACTED].

Collectively across both platforms, the Bank's records indicate that the Population will include 32,250 foreclosure actions or proceedings (the "Population") during the Review Period.

⁹ The sample size of 99 is large enough to provide 95% confidence and 3% precision for very large populations. In smaller populations, smaller samples can provide 95% confidence and 3% precision.

Population Segmentation

The Population will be segmented by the characteristics described in the table set forth hereafter prior to any Review with applicable Segments receiving a statistical review and "higher risk" segments subject to a 100% review. For any Segment subject to statistical review, the following Sampling Methodology will be applied to each respective Segment:

Segments to be Statistically Sampled

- All Foreclosure actions either pending, commenced or completed by the Bank during 2009 and 2010 segregated by Platform. For each Segment listed below, please **see Table B** for the planned sample size. The Segments listed hereafter have been identified by E&Y as areas for focus based upon information gathered from discussions with the Bank, market observations, publicly available information, subject matter knowledge resident within E&Y.

| Table A. Total Foreclosure Population <i>(as of 7/22/11)</i> | |
|--|-------------------|
| Platform | Population |
| Regular Mortgages | 31,624 |
| Reverse Mortgages | 626 |
| Total | 32,250 |

| Table B. Foreclosure Population Breakdown | | | | |
|--|---------------------|--------------------------|-------------------------------|--------------------|
| Category | OCC Guidance | Base Segment Size | E&Y Recommendation | Explanation |
| 1. Geographic | | | | |

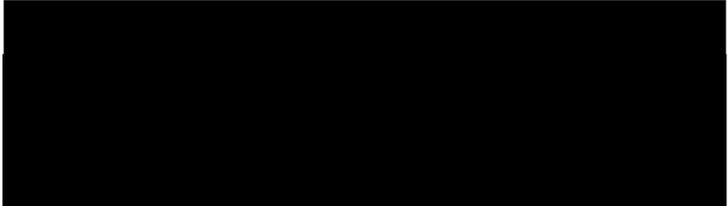
| | | | | |
|---|--|-------------|---------------------------------------|---|
| A. Top states with foreclosure activity | Sample representative loans for each state | See Table C | Minimum of 5 per state (if available) | <ul style="list-style-type: none"> • The states will be covered in a manner consistent with the proposed sampling methodology primarily due to overlap with other segmentation samples and the top states where the Bank conducted its foreclosure activity have significant representation in the sample population ranging from 31-92 loan files selected for review. Based upon the current loan file selection, we believe that the States will be adequately represented and therefore additional loan files may not be required to be selected for review in this Segment. The controlling assumption for this Segment, however, is that a minimum of five (5) loans per state will be selected. • For the three states in which there are less than five (5) foreclosure cases during the File Review Period, the entire population of foreclosure loans for this state will be included in the segmentation. States include all 50 states and the District of Columbia and are representative of the states in which the Bank services mortgage loans. • Full review Sections a-h. |
| 2. Third Parties | | | | |
| A.1) [REDACTED] | Sample | 329 loans | Statistical Sample- 93 loans | <ul style="list-style-type: none"> • The law firm of [REDACTED] an [REDACTED] based firm, self disclosed specific deficiencies in foreclosure processing of the Bank's loans in the states identified. This disclosure involved the substitution of pages in affidavits after execution by the Bank. The firm also disclosed the practice to the State Bar of [REDACTED] and to the presiding judges in the larger counties. Based upon specific guidance from the OCC referencing known Errors associated with [REDACTED] this firm would be treated as a distinct sub-segment for purposes of the Review. The overall number of foreclosures performed by [REDACTED] is 329 |

| | | | | |
|--|--------|-------------|------------------------------|---|
| | | | | <p>and based upon the size of this population we believe that it would be appropriate to initially perform a review of a statistical sample. If this review discloses Errors, the sample will be increased to include the entire population.</p> <ul style="list-style-type: none"> • Full review Sections a-h. |
| A.2) Identify Law Firms with significant deficiencies related to foreclosure activities | Sample | 2,149 loans | Statistical Sample- 97 loans | <ul style="list-style-type: none"> • Following are descriptions of certain firms and context around their involvement with servicers, the GSE's and /or MetLife Bank: • The law firm of [REDACTED] self disclosed specific deficiencies in foreclosure processing of the Bank's loans in the states identified. The [REDACTED] disclosure involved affidavits in support of legal fees filed by the firm in the name of the managing partner which were executed by the attorneys handling the case. The attorneys who actually executed the affidavits did so under Powers of Attorney and the practice has been discontinued. • The law firm [REDACTED] was terminated during the 2009-2010 time period by the GSEs and a number of servicers. The Bank had terminated the [REDACTED] firm previously for processing delays and non-responsiveness. The law firm of [REDACTED] was also terminated by the Bank due to delays in performance of work; however, we have no indication that the firm has taken any action in violation of the law or investor guidelines. • During 2011, Freddie Mac terminated the law firm of [REDACTED] in the state of [REDACTED] and suspended the firm in the state of [REDACTED] without disclosure of the basis of the actions. Also in 2011, Freddie Mac terminated the Law Offices of [REDACTED] in the state of [REDACTED] without disclosure of the basis of the action. Fannie Mae did not take |

| | | | | |
|---|--------|----------------|----------------|---|
| | | | | <p>similar action and the firm continues to be approved by Fannie Mae. The Bank took action with respect to those firms as directed by the applicable investor. Other firms have been or are under investigation by the state attorney general offices and the investigations are either pending or have been concluded without findings.</p> <ul style="list-style-type: none"> • Full review Sections a-h. |
| B. Large volume foreclosure firms | Sample | Not Applicable | Not Applicable | <ul style="list-style-type: none"> • Through discussions with the Bank it was determined that only "large volume foreclosure firms" are used to perform foreclosures. Therefore based upon the sampling methodology used herein, all loans in the foreclosure population will have been handled by large volume foreclosure firms and thus any loans associated with such Segment are represented in all other segments. |
| C. Other third-party vendors | Sample | Not Applicable | Not Applicable | <ul style="list-style-type: none"> • From January 1, 2009 through October 31, 2010, the Bank outsourced its foreclosure processing activities to ██████████ handled processing for all Bank foreclosures during this time period. Consequently, matters handled by the outsourcer will be covered by the statistical sample and a targeted sampling is not appropriate. |
| D. Document execution service providers (including ██████████) | Sample | Not Applicable | Not Applicable | <ul style="list-style-type: none"> • The Bank does not use any document execution service providers. Therefore, this Segment is not applicable to the Bank. |
| 3. Behavior | | | | |

| | | | | |
|--|--------|----------------|----------------------------------|---|
| A. Rescinded Foreclosures | Sample | 281 loans | Statistical Sample- 87 loans | <ul style="list-style-type: none"> • For purposes of this review, a rescinded foreclosure is defined as a foreclosure action which was terminated, or rescinded, prior to foreclosure sale thereby allowing the borrower to remain in the home. There are no known cases at the Bank where the borrower was removed from the home followed by a foreclosure rescission; and therefore E&Y does not believe there are sufficient facts to warrant a 100% review. • Full review Sections a-h. |
| B.1) Modifications that were foreclosed | Sample | 26 loans | 26 loans | <ul style="list-style-type: none"> • In the event that a loan goes into default and such default is resolved by completion of a modification, then such loan will be current in [REDACTED] and systematic rules would prevent foreclosure from occurring. Therefore, there is no population that will have a completed modification and a completed foreclosure stemming from the same default. • Full review Sections a-h. |
| B.2) Application pending for loan mod or loss mit | Sample | 100 loans | Statistical Sample- 100 loans | <ul style="list-style-type: none"> • With respect to this potential segment, loans foreclosed but showing pending modification or loss mitigation are the result of timing issues driven by a process occurring out of sequence such that the final step of closing the loss mitigation work station did not occur until after foreclosure. Steps completed within the template or system notes would indicate that the alternative - loan modification or loss mitigation - is no longer viable. • Full review Sections a-h. |
| B.3) Loan not in default for sufficient period of | Sample | Not Applicable | None found in the population | <ul style="list-style-type: none"> • The Bank's policy on foreclosure states that [REDACTED] past due is a sufficient timeframe with which to begin the foreclosure timeline, which runs in parallel to ongoing collections and loss mitigation activities until |

| | | | | |
|---|--------|----------------|--|--|
| time to authorize foreclosure | | | | such activities are exhausted and the foreclosure timeline can then continue. Based upon a review of the population of loans, no loans were identified as being in foreclosure for which the last payment date and/or the foreclosure sale date was less than [REDACTED] since the date of default. |
| B.4) Denied modifications for NPV and/or DTI | 100% | 218 loans | 218 loans (100% targeted review) | <ul style="list-style-type: none"> • E&Y intends to perform a DTI and/or NPV recalculation, as appropriate, for each of the loans in this Segment to determine if errors occurred. • The DTI and/or NPV recalculation will use the pertinent source documents for the modification including borrower application and borrower financial documents. • Targeted Review Sub-sections g-h of Sections a-h. |
| B.5) Remaining denied modifications | Sample | 1,175 loans | 97 loans (targeted review of a statistical sample) | <ul style="list-style-type: none"> • E&Y will perform a review of a statistical sample of loans, including identification of reason for denial, to determine if other errors are present and then perform a targeted review of the reason for denial for each of the loans in this sample to determine if errors occurred. • Targeted Review Sub-sections g-h of Sections a-h. |
| C. Debt cancellation contract | Sample | Not Applicable | Not Applicable | <ul style="list-style-type: none"> • During the Foreclosure Review period, the Bank did not offer debt cancellation or similar types of products. In the event that any such products were associated with any loans within the foreclosure review portfolio and in effect at the time of the sale from [REDACTED] to MLB, such product would have been cancelled as part of the terms and conditions of sale. Therefore, this segment is not applicable for review as the Bank did not have any debt cancellation products in its portfolio throughout |

| | | | | |
|--|--------|----------------|-----------------------------|---|
| | | | | the Foreclosure Review period of 2009-2010. |
| D. Fees assessed to the account prior to the delinquency precipitating foreclosure (Pyramiding fees) | Sample | Not Applicable | Not Applicable | <ul style="list-style-type: none"> For purposes of this section, it is assumed that "pyramiding fees" is defined as fees related to loans in delinquency status where late fees are charged monthly and payments made are applied to pay for late fees first and principal and interest thereafter. When money is received and applied to the mortgage loan, the servicing system has embedded logic that applies the money as a payment before it applies it to other items such as fees.   E&Y recommends that Fannie and Freddie guidelines be used as the basis for reasonableness and in the absence of guidance from those institutions, the Investor guidelines on the loan will apply. |
| 4. Claims and Complaints | | | | |
| A. Claims and complaints submitted after January 1, 2011 | 100% | 87 loans | 100% | <ul style="list-style-type: none"> Please see exhibit F in Appendix J hereto. |
| B. Complaints previously submitted January 1, | Sample | 554 loans | Statistical Sample-94 loans | <ul style="list-style-type: none"> No issues of fact or patterns of errors have been noted to suggest that a broader review is required. Therefore, we intend to use the statistical sampling methodology referenced herein to select an appropriate sample size for review. In the event that |

| | | | | |
|---|--------|-------------|-----------------------------|---|
| 2009- December 31, 2010 | | | | <p>the review reveals errors in excess of the target guidelines of 3% precision, and 95% reliability, then the sample will be expanded appropriately. If any sub-segments are readily identifiable, a targeted review will be performed as appropriate.</p> <ul style="list-style-type: none"> • Full review Sections a-h. |
| 5. Additional Segments | | | | |
| A. Foreclosure sale while in active bankruptcy status | 100% | 7 loans | 7 loans | <ul style="list-style-type: none"> • Based upon the risk of error associated with the loans in this segment, E&Y intends to perform a 100% review of this population. • Full review Sections a-h. |
| B. Borrowers in bankruptcy for which there is a subsequent foreclosure referral | 100% | 1,036 loans | Statistical Sample-97 loans | <ul style="list-style-type: none"> • Based upon E&Y's current knowledge of the loans associated with this segment, E&Y does not have any reason to believe that a 100% review is either necessary or appropriate. No issues of fact or patterns of errors have been noted to suggest that a broader review is required. Therefore, we intend to use the statistical sampling methodology referenced herein to select an appropriate sample size for review. In the event that the review reveals errors in excess of the target guidelines of 3% precision, and 95% reliability, then the sample will be expanded appropriately. • If any sub-segments are readily identifiable, a targeted review will be performed as appropriate. • Full review Sections a-h. |
| C. All other foreclosure cases with a bankruptcy | Sample | 4,835 loans | Statistical Sample-98 loans | <ul style="list-style-type: none"> • Based upon E&Y's current knowledge of the loans associated with this segment, E&Y does not have any reason to believe that a 100% review is either necessary or appropriate. No issues of fact or |

| | | | | |
|--|------|----------|----------|---|
| flag | | | | <p>patterns of errors have been noted to suggest that a broader review is required. Therefore, we intend to use the statistical sampling methodology referenced herein to select an appropriate sample size for review. In the event that the review reveals errors in excess of the target guidelines of 3% precision, and 95% reliability, then the sample will be expanded appropriately.</p> <ul style="list-style-type: none"> • If any sub-segments are readily identifiable, a targeted review will be performed as appropriate. • Full review Sections a-h. |
| D. Referred cases by state or federal agencies | 100% | 72 loans | 72 loans | <ul style="list-style-type: none"> • All complaints from agencies (OCC, FNMA, BBB, Congressional offices) are managed through the Executive Customer Relations team for ensuring the Bank is managing and resolving escalated issues or complaints according to regulatory guidelines and with a process advocacy approach. As of month ending June, all escalated complaints had been resolved within mandated time frames; all past due cases are managed by the Bank with high visibility and tracking to ensure resolution as soon as the work out process allows. • E&Y understands that some borrowers may have contacted state or legal agencies to submit a foreclosure-related complaint against the Bank. Those agencies then referred the borrowers to the Bank to submit the actual complaint. These complaints are deemed high-risk and will be reviewed at 100%. • Full review Sections a-h. |
| E. SCRA cases | 100% | 25 loans | 25 loans | <ul style="list-style-type: none"> • Based upon the nature of the risks to borrowers in this segment and potential errors associated with the loans in this segment, E&Y intends to perform a 100% |

| | | | | |
|--|---------------|----------------|--|--|
| | | | | <p>review of this population. Publicly available information has indicated that there has been a significant volume of cases where SCRA loans were foreclosed by other Servicers due to their servicing errors and thus this Segment is viewed as high-risk.</p> <ul style="list-style-type: none"> • Full review Sections a-h. |
| F. HAMP and proprietary loss mitigation program that show removed or denied | Sample | Not Applicable | A separate segment is not necessary. Included as part of segment 3.B.1.) and 3.B.2.) | <ul style="list-style-type: none"> • HAMP and proprietary loan modifications are part of the above segments 3B1 and 3B2, and therefore E&Y believes that a statistically significant sample will be included in the outputs of the reviews. |
| G. Processing centers with substantial documentation errors found through testimony, interviews, and other means of disclosure | 100% | Not Applicable | A separate segment is not necessary | <ul style="list-style-type: none"> • The Bank has one central processing center located in [REDACTED] where all forward mortgage loans are serviced. Therefore all loans in the foreclosure population will have been handled at the same processing center and are adequately represented for statistical purposes in all the other segments. |
| H. Reverse mortgage platform | None provided | 626 loans | Statistical Sample- 95 loans | <ul style="list-style-type: none"> • Reverse mortgages do not have any payments due and do not allow for any modifications. The only reasons for a reverse mortgage foreclosure are death, non-occupancy and failure to pay property taxes and insurance premiums ("T&I Default"). Currently, HUD guidelines allow loss mitigation for a T&I Default specifically a repayment plan with a reverse mortgagor who is delinquent on any T&I payment. |

| | | | | |
|---|---------------|----------------|-------------------------------------|---|
| | | | | <ul style="list-style-type: none"> • Full review Sections a-h, as applicable. |
| I. Foreclosure actions where sale has not yet occurred | None provided | Not Applicable | A separate segment is not necessary | <ul style="list-style-type: none"> • The loans that meet these criteria will always be in a pre-foreclosure or foreclosure status. By the very nature of the population to be sampled, these loans are part of all other segments defined. |
| J. Remaining loans not in segments | Sample | 21,269 | Statistical Sample-99 loans | <ul style="list-style-type: none"> • The remaining loans from the original population of 31,624 that are not in any of the above mentioned sections will be sampled via a random number generator. This segment addresses all alternative scenarios not covered in the above-referenced segments. • Full review Sections a-h. |

Note: Foreclosure actions selected for sampling may have characteristics which place them in multiple Segments. In these instances, the foreclosure action will be counted towards the sample size in all Segments where the respective characteristic is present and reviewed in the foreclosure action. Additionally, when a foreclosure action has multiple characteristics, each characteristic will be tested separately based on the prescribed test program for that characteristic.

Table C. State Population Breakdown

| State | Total Population (32,250) | Percentage of Total Population (32,250) | Sample Population (1,168) | Percentage of Sample Population (1,168) |
|--------------|--------------------------------------|--|--|--|
| CA | 3231 | 10% | 90 | 8% |
| AZ | 3106 | 10% | 92 | 8% |
| NV | 1815 | 6% | 47 | 4% |
| FL | 1670 | 5% | 85 | 7% |
| ID | 1387 | 4% | 44 | 4% |
| IN | 1301 | 4% | 31 | 3% |
| GA | 1298 | 4% | 45 | 4% |
| PA | 1136 | 4% | 34 | 3% |
| WA | 1125 | 3% | 29 | 2% |
| TX | 1061 | 3% | 38 | 3% |
| TN | 1060 | 3% | 16 | 1% |
| MI | 1008 | 3% | 34 | 3% |
| UT | 931 | 3% | 26 | 2% |
| VA | 917 | 3% | 50 | 4% |
| IL | 891 | 3% | 107 | 9% |
| MA | 855 | 3% | 35 | 3% |
| OR | 763 | 2% | 24 | 2% |
| NJ | 710 | 2% | 23 | 2% |
| CO | 690 | 2% | 17 | 1% |
| MO | 682 | 2% | 18 | 2% |
| KS | 670 | 2% | 24 | 2% |
| MD | 627 | 2% | 35 | 3% |
| OH | 565 | 2% | 18 | 2% |
| NC | 514 | 2% | 24 | 2% |
| NY | 380 | 1% | 15 | 1% |
| NM | 340 | 1% | 8 | 1% |
| OK | 321 | 1% | 13 | 1% |
| ME | 297 | 1% | 9 | 1% |
| NH | 251 | 1% | 11 | 1% |
| DE | 250 | 1% | 7 | 1% |
| LA | 234 | 1% | 10 | 1% |
| SC | 228 | 1% | 9 | 1% |
| WI | 210 | 1% | 8 | 1% |
| KY | 193 | 1% | 5 | 0% |
| AR | 179 | 1% | 7 | 1% |
| RI | 179 | 1% | 7 | 1% |
| IA | 176 | 1% | 6 | 1% |
| MN | 169 | 1% | 6 | 1% |
| NE | 141 | 0% | 5 | 0% |
| CT | 141 | 0% | 5 | 0% |
| MS | 112 | 0% | 5 | 0% |
| MT | 94 | 0% | 5 | 0% |
| DC | 84 | 0% | 8 | 1% |
| WV | 70 | 0% | 6 | 1% |

| | | | | |
|---------------|---------------|-------------|--------------|-------------|
| AL | 54 | 0% | 6 | 1% |
| WY | 53 | 0% | 5 | 0% |
| HI | 41 | 0% | 5 | 0% |
| VT | 34 | 0% | 5 | 0% |
| SD | 4 | 0% | 4 | 0% |
| AK | 1 | 0% | 1 | 0% |
| ND | 1 | 0% | 1 | 0% |
| Totals | 32,250 | 100% | 1,168 | 100% |

Currently the loan files from the top 10 states are 53% of the total population of 32,250

1. CA
2. AZ
3. NV
4. FL
5. ID
6. IN
7. GA
8. PA
9. WA
10. TX

These top 10 states represent 46% of the sample population of 1,168

Appendix F: Data Validation

Data Validation

E&Y has performed certain reviews of the data provided by the Bank in order to validate the data relative to its sources and relevance to the Review. These validation reviews are intended to determine if the data is representative of foreclosure actions that fall within the scope of the Order. As part of the validation review effort, E&Y has relied on its knowledge of the [REDACTED] and [REDACTED] systems' capabilities and processes as well as substantial discussions and interviews with Bank personnel. This effort will be on-going until the total file review population and segmentation is finalized.

Procedures Performed

E&Y has performed, and will continue to perform as required, the following actions to validate the accuracy and reliability of the data provided by the bank:

1. Held discussions with Bank personnel ([REDACTED] Bank Servicing Department Personnel) in order to determine if the methods, assumptions, and criteria used in pulling the required data is reasonable.
2. Reviewed underlying logic of all queries developed by the Bank which were used to import data from [REDACTED]. A reasonableness check was then performed based on the underlying logic and subsequent results.
3. Requested the Bank, on a separate occasion, re-write the query to pull the entire population of loans that fell within the scope of the Order; a comparison was then performed on the results of the two sets of results to determine consistency of results.
4. Requested Bank audit and compliance work papers related to testing of data and systems in which such data reside.
5. Establish a plan to train loan reviewers to perform keyword searches of the [REDACTED] notes during their reviews of loan files to facilitate looking for loans outside of the defined segment, containing foreclosure related words such as "loss mitigation", "foreclosure", "bankruptcy", "default", "debt cancellation", "debt suspension", among others, and subsequently sample loans of the resultant search to validate whether or not these loans should have been included in the relevant segment or if additional segmentation is appropriate.

In addition, E&Y has held numerous discussions with Bank personnel about specific requirements for each segment and mutually determined which fields to pull from the system in order to identify each segment.

Because the data validation can only be performed on system information and data tags, an additional layer of validation will take place during the file review. As part of this additional validation, E&Y will identify instances during the foreclosure file review where the loan under review does not appear to belong to the segment under which it was selected.

E&Y will also give special consideration to validate the data provided on SCRA and Bankruptcy related loans as follows:

1. Select a statistically valid sample of non-SCRA loans from the relevant population and enter borrower(s) name and social security numbers into the Department of Defense

Manpower Data Center Database (the "DOD Database") to determine if any of the borrower's were on active military duty within the past year and were not flagged within the Bank's system of record as being subject to SCRA protection.

2. Select a statistically valid sample of non-Bankruptcy related loans from the relevant population and enter borrower(s) name and address into a [REDACTED] public information database to determine if the borrower(s) had filed for Bankruptcy protection during the relevant period. Performing this validation would identify those loans that were in Bankruptcy but that were not flagged as such by the Bank.

The purpose of the above two tests is to validate the accuracy of the bank's SCRA and Bankruptcy system flags by determining if any of the tested loans should have been included in the said population.

In instances where data anomalies are found (i.e., foreclosure flag erroneously left in the system from an earlier foreclosure event, prior to January 1, 2009, for a loan that was current during the Foreclosure look-back period), such identified loans will be excluded from the population and the review and documented as such.

Foreclosure Population

The criteria for defining the relevant population per the Order started with a request to the Bank to identify all loans that had an active foreclosure status on January 1, 2009 in addition to all loans that had any foreclosure status code change during the Review Period. This initial query provided a total population of 49,000 loans. After further discussions with the Bank, it was mutually agreed that the data should be confined to only those loans with a "1st Legal" date; loans that were referred to foreclosure but did not go through the process due to reasons such as payoff or reinstatement were determined as out of scope. In addition, per direction from the OCC, E&Y limited the data to only include loans that were "Owner Occupied" at origination. These two additional filters decreased the total number of relevant loans to 31,624 forward loans.

For the reverse mortgage population, which was identified to be 626 relevant loans, a query of the total reverse population was performed in the 3rd party subservicer's [REDACTED] to find any loans with foreclosure referral dates between during the Review Period. A second validation was performed in the Bank's 3rd party reverse mortgage attorney referral system, [REDACTED] to find any loans with attorney referral dates between during the Review Period. During this second validation, one loan was found to have been reinstated between the initial foreclosure referral and the attorney referral. This changed the initial reverse mortgage foreclosure population from 627 to 626 loans.

The chart below shows that for each review segment, the columns ("File/Field name" column) used to identify the segment as well as the methods ("description" column) in which the data will be used to validate each particular segment.

| Overall Summary | |
|-------------------|------------|
| Platform | [REDACTED] |
| Regular Mortgages | [REDACTED] |
| Reverse Mortgages | [REDACTED] |

| Population Segmentation for Review | | | |
|------------------------------------|---|--|--|
| | Segment | File/Field Name | Description |
| 1.A. | State Coverage | | NA |
| 2.A. | | | This data was derived by sorting the loan population by "FC Attorney Name" to isolate loans processed by |
| 2.B. | High risk law firms | | This data was derived by sorting the loan population by "FC Attorney Name" to isolate loans processed by the Law Offices of |
| 3.A. | Rescinded foreclosure actions | Rescission Date not blank | This data was derived by sorting the loan population by "Recission Date" to isolate loans that have a recorded recession date. |
| 3.B.1) | Active Modifications that were Foreclosed | | This data was derived by first sorting the loan population to show loans with completed modifications then comparing the loss mitigation status change date to the next payment due date and the foreclosure sale date. |
| 3.B.2) | Foreclosure sale while active mod was pending | | This data was derived by first sorting the loan population to show loans with any modification status and then comparing the modification status change date to the foreclosure sale date to test if the modification was completed prior to the sale. |
| 3.B.3) | Foreclosure actions without sufficient time after payment due | FC sale date is within 60 days after next payment due date | This data was derived by comparing the foreclosure sale date to the next payment due date to test if the time span between the two was greater than 60 days. |

| | | | |
|--------|---|--|--|
| 3.B.4) | Denied Modifications for Specified Reasons | | This data was derived by sorting the loan population to first isolate all files that were denied a modification and then further sort the population to show modifications that were denied for the specific reasons of income. |
| 3.B.5) | Other Denied Modifications | | This data was derived by sorting the loan population to first isolate all files that were denied a modification, and then further sort the population to show modifications that were denied for the specific reasons other than income. |
| 4.A. | Complaints After January 1, 2011 | | This data was derived by sorting the loan population to isolate loans that have a customer inquiry after January 1, 2011. |
| 4.B. | Complaints previously submitted January 1, 2009 - December 31, 2010 | | This data was derived by sorting the loan population to isolate loans that have a customer inquiry between January 1, 2009 and December 31, 2010. |
| 5.A. | Sale while in Active Bankruptcy | | This data was derived by sorting the loan population to isolate loans where the foreclosure sale date is within the bankruptcy filing date and the bankruptcy completion, discharge or dismissal date period. |
| 5.B. | Referral while in Active Bankruptcy | | This data was derived by sorting the loan population to isolate loans where the foreclosure setup date is within the bankruptcy filing date and the bankruptcy completion, discharge or dismissal date period. |
| 5.C. | Bankruptcy filed for after referral | | This data was derived by sorting the loan population to isolate loans where the foreclosure setup date was before the bankruptcy filing date. |

| | | | |
|------|----------------------------------|---|---|
| 5.D. | State Agency Referrals | State Agency Complaint not blank | This data was derived by sorting the loan population to isolate loans that have a complaint referred by a state agency. |
| 5.E. | SCRA | SSCRA field is not blank | This data was derived by sorting the loan population to isolate loans that have an SCRA approval or denial. |
| 5.H. | Reverse Mortgages |  | Please see the paragraph at the beginning of the appendix for Reverse Mortgage information. |
| 5.J. | Remaining Loans Not in a Segment | Not in any categories above | This data was derived by taking all remaining loans not any other segment. |

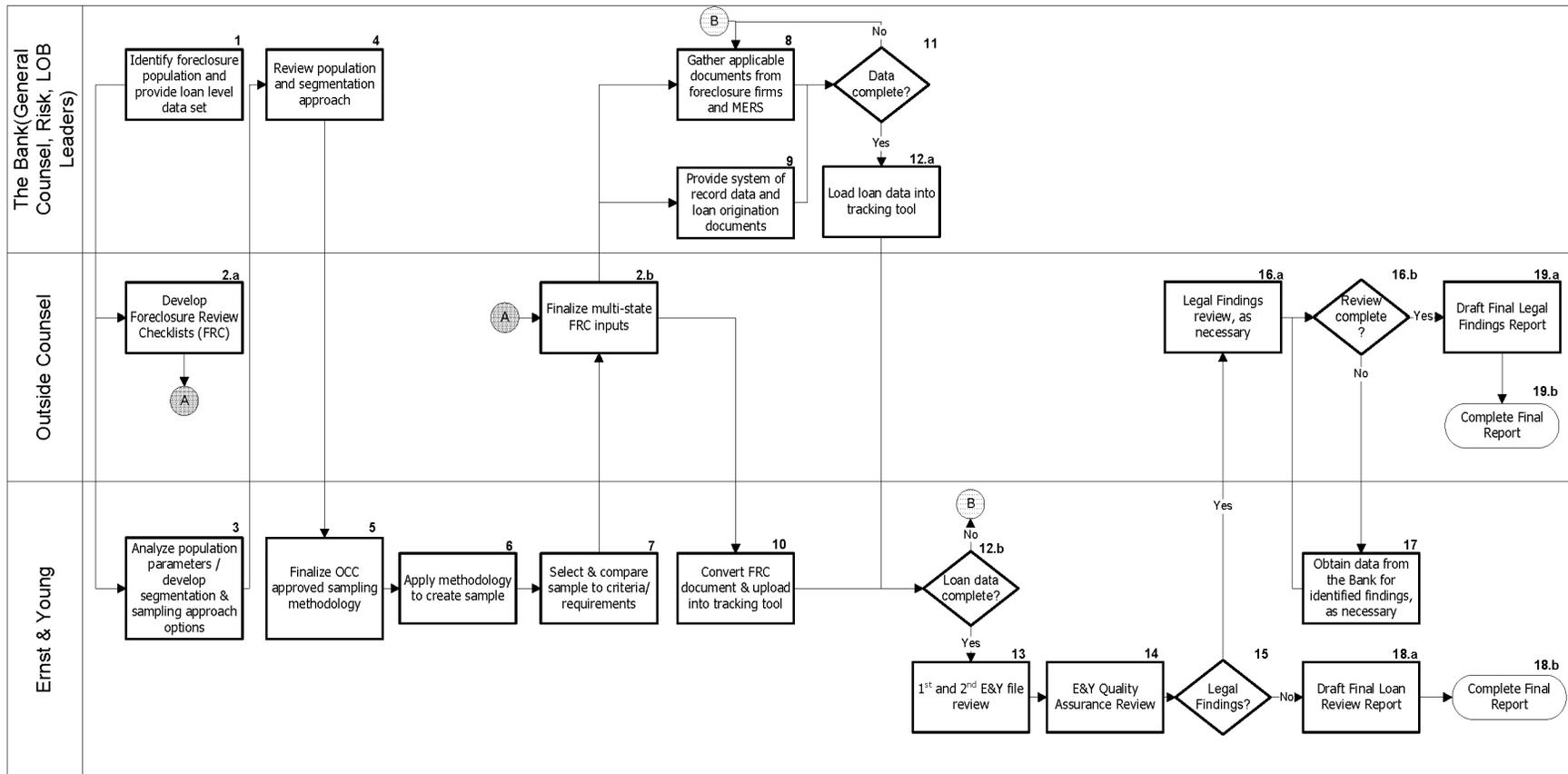
Data Security Procedures

The data used during the Foreclosure Review will be from four primary sources. 



Appendix G: Foreclosure File Review Approach

The following flow chart presents the approach to managing the Foreclosure Review and highlights each parties (the Bank, Outside Counsel, and E&Y) roles and responsibilities. The subsequent pages will describe in more detail the activities and roles for each element of the flow chart.



The following paragraphs describe the activities and responsible parties on the Foreclosure File Review Approach set forth above.

1. Identify foreclosure population and provide loan level data set

Responsible Party: Bank

The Bank will identify first lien loans with foreclosure action or proceedings including foreclosures that were in process or completed during the Review Period, for loans serviced by the Bank, whether bought in the name of the Bank, the investor, the mortgage note holder, or any agent for the mortgage note holder (including MERS). The Foreclosure Review will encompass only owner occupied, 1-4 unit, dwellings and will include an adequate representation of loans reviewed from each state.

The identification will be based on system identifiers to ensure that the Bank captures the entire population. Additionally, the Bank will provide pre-defined data regarding each loan in the population. The loan data set may include, but may not be limited to, the following:

1. Loan number
2. Property address by state
3. Original principal balance
4. Servicing platform
5. Date of 1st Legal Action
6. Foreclosure Sale Date (or date of Confirmation of Foreclosure Sale)
7. Borrower military status
8. Borrower bankruptcy status
9. Borrower loss mitigation status
10. Sale Held Date (if applicable)
11. Customer complaints
12. Judicial or non-judicial
13. Foreclosure firm
14. Other fields to be determined

2. a. Develop Foreclosure Review Checklists

Responsible Party: Outside Counsel

Outside Counsel will develop the FRCs in an efficient and effective manner to satisfy the timing required under the Consent Order. The FRCs will include, at a minimum all of the loan review attributes required by the Consent Order and cover all of the state level jurisdictions in which the Bank serviced loans during the two year review period being considered.

In the event that Outside Counsel has not previously begun working on the FRCs or completed research in order to develop the FRCs, E&Y will seek to obtain federal & state foreclosure law research for the fifty states. This

research should expedite the completion of the FRCs and the state document checklists. Outside Counsel will develop FRCs and forward them to E&Y in order for E&Y to upload the criteria into its [REDACTED]. Please refer to sections 10 and 13 below for more detail on E&Y's [REDACTED].

2. b. Finalize multi-state FRC inputs

Responsible Party: Outside Counsel

The actual FRC that will be used to conduct the reviews will include multi-state inputs. Multi-state inputs will be addressed within the FRCs to support adherence to various states' laws. Outside Counsel will design FRCs on a state-by-state basis to meet the requirements of the Consent Order.

Where Outside Counsel has not previously begun working on the multi-state FRCs or completed research in order to develop the multi-state FRCs, E&Y and the Bank will obtain federal & state foreclosure law research for the fifty states. This research should expedite the completion of the multi-state FRCs and the state document checklists.

3. Analyze population parameters and develop segmentation and sampling approach options

Responsible Party: E&Y

See Appendix E Sampling Methodology

4. Review population and segmentation approach

Responsible Party: Bank

See Appendix E Sampling Methodology

5. Finalize OCC approved sampling methodology

Responsible Party: E&Y

See Appendix E Sampling Methodology

6. Apply methodology to create sample

Responsible Party: E&Y

See Appendix E Sampling Methodology

7. Select & compare sample to criteria / requirements

Responsible Party: E&Y

See Appendix E Sampling Methodology

8. Gather applicable documents from foreclosure firms and MERS

Responsible Party: Bank

Once the sample has been selected and compared to the selection criteria, Bank will assemble the associated loan files for the loans in the sample set. As needed, the Bank will request documents from Law Firms responsible for the loan foreclosure proceedings. The Bank will also request loan recording documents from MERS, if applicable. The Law Firms and MERS will then submit to the Bank the documents to be uploaded into the Independent

Consultant's secure file review site. If the documents have not already been imaged, the Bank will image the files and upload them to the file review site on a state-by-state basis to coincide with the development of the FRC.

9. Provide system of record data and loan origination documents

Responsible Party: Bank

The Bank will provide access to all required system of record data and imaged loan origination documents to be used for the file and legal reviews. Loan data to be provided may include, but may not be limited to, the following:

1. Loan number
2. Property address by state
3. Original principal balance
4. Servicing platform
5. Date of 1st Legal Action
6. Foreclosure Sale Date (or date of Confirmation of Foreclosure Sale)
7. Borrower military status
8. Borrower bankruptcy status
9. Borrower loss mitigation status
10. Sale Held Date (if applicable)
11. Customer complaints
12. Judicial or non-judicial
13. Foreclosure firm
14. Other fields to be determined

This information makes up one portion of the required data for the file and legal reviews and is imperative to the reviews.

10. Convert FRC document & upload into tracking tool

Responsible Party: E&Y

The FRC will be customized based upon inputs from Outside Counsel and will capture the required data elements that are relevant to the Bank. The checklist will then be converted to allow for use by the [REDACTED]. This conversion process will allow the checklist to be populated within the [REDACTED] and subsequently used for the file and legal reviews.

11. Review data is complete

Responsible Party: Bank

The Bank will compile file materials for this review based upon an itemized document checklist to be created by Outside Counsel. The Bank will provide support so that each imaged loan file has the appropriate pages and sections required to complete the file and legal reviews. The Bank will

update the document checklist within the [REDACTED] to indicate the status of each document.

12. a. Load loan data into tracking tool

Responsible Party: Bank

The Bank will upload the required loan data to the [REDACTED] such data is received. This will include system of record data, loan origination data and Law Firm data. Uploads can occur via batch upload or as "one off" imports of the documents.

The data will be associated via loan number and standard file naming conventions to correlate each document to the correct loan number.

12. b. Validate review data is complete

Responsible Party: E&Y

The E&Y team will establish a verification process to test the data successfully loaded into the [REDACTED]. An assessment of data completeness, consistency and integrity will also be performed pre- and post-load. Information consists only of hard copy documents converted to images.

Additionally, prior to commencement of the loan file review, each loan document checklist will be reviewed for completeness before being assigned to a loan file reviewer.

13. 1st & 2nd Level E&Y file review

Responsible Party: E&Y

The file review will take place once all required system of record loan data is imaged and the files are uploaded in the Independent Consultant's file review site. The actual file review will be documented within the [REDACTED]

The file review will include two levels of review. Both levels will consist of answering all applicable questions in the FRC by comparing the system of record data and the associated loan files. The reviews will be referred to as 1st level review and 2nd level review. Each file reviewer will be assigned a population of loans with controls in place to prevent overlap between the 1st and 2nd level reviewers. For each loan, the file reviewer will compare the data within the system of record to the imaged loan documents and then will complete the applicable FRC, now hosted within the [REDACTED]. The required data from the system of record in the [REDACTED] will be matched up against the corresponding field in the imaged loan file to support the requirement that it contains the correct information, as shown on the imaged loan file. As the FRC is worked through and populated, any additional data deemed necessary to complete the review will be collected and input into the [REDACTED] by the file reviewer.

14. E&Y Quality Assurance Review

Responsible Party: E&Y

A subset of the reviewed population will be subjected to an additional QA review following the 2nd level review described above. The QA population will be selected based on the agreed upon methodology (see Appendix E Sampling Methodology). The QA reviewer will perform the same steps that occurred during each of the two levels of review to validate the accuracy and completeness of the initial review (see above, "13. E&Y file review" for additional details regarding the review). Files that have "consult" denoted items for legal consideration, as identified during the initial review and validated during the QA review, will be submitted to Outside Counsel for legal opinion. Files that do not have any "consult" denoted items will be marked complete upon the completion of the QA review, if selected for such.

15. Legal Findings Identified

Responsible Party: E&Y

Items requiring legal interpretation and input will be sent to Outside Counsel for legal review; work will be queued to the Outside Counsel team and managed via the [REDACTED]

16. a. Legal Findings review, as necessary

Responsible Party: Outside Counsel

Only those particular items which may vary by loan file or have been identified as requiring legal review will be reviewed and a determination made thereon, by Outside Counsel. Outside Counsel will make a determination based on the underlying E&Y review / QA review and will not perform a full file review. Outside Counsel will only review those portions of the file necessary to accurately make a legal determination on the item sent to Outside Counsel for legal review. Once Outside Counsel makes a determination, the FRC will be updated in the [REDACTED]. Items requiring internal escalation within the Outside Counsel team will then be reviewed by the appropriate senior management for a final determination.

Should additional information still be required, E&Y will work with the Bank to facilitate obtaining the necessary information.

16. b. Review data is complete - See #17, "Obtain data from the Bank for identified findings"

17. Obtain data from the Bank for identified findings, as necessary

Responsible Party: E&Y

Any data needed for the legal review that was not initially required may be necessary in order to make a final decision on a particular loan. If that is the case then E&Y will coordinate with the Bank to obtain the additional

data. The Bank will be responsible for obtaining the additional information either from its own systems and files or from the Law Firm that performed the foreclosure. The data will then be uploaded to the [REDACTED] from the Bank's system of record and files or from files received from the Law Firm, in order to facilitate the legal review.

18. a. Draft Final Loan Review Report

Responsible Party: E&Y

E&Y will begin to draft the report as soon as the file reviews are deemed to be complete from an E&Y perspective. This report will seek to include the factual findings of the Foreclosure Review, the method of sampling used to select the Foreclosure Actions, and E&Y's analysis and support of the same.

18. b. Complete Final Loan Review Report

Responsible Party: E&Y

E&Y will provide a Final Report of factual findings to the Bank. This report will provide a description of the factual findings of the Foreclosure Review, the method of sampling used to select the Foreclosure Actions, and E&Y's analysis and support of the same. A copy of this report will be provided consistent with the requirements of the Consent Order.

19. a. Draft Final Legal Findings Report

Responsible Party: Outside Counsel

Outside Counsel will begin to draft the legal findings report as soon as the file reviews are deemed to be complete from both Outside Counsel and E&Y perspectives. This report will include the draft legal findings of the Foreclosure Review as well as Outside Counsel's preliminary determination of financial harm, and potential remediation recommendations and/ or compensation to borrower, by appropriate groupings.

19. b. Complete Final Legal Findings Report

Responsible Party: Outside Counsel

Outside Counsel will provide a Final Report of findings to the OCC. This report will include the final legal findings of the Foreclosure Review as well as Outside Counsel's preliminary determination of financial harm, and potential remediation recommendations and/ or compensation to borrower, by appropriate groupings.

A copy of this report will be provided consistent with the requirements of the Consent Order.

Appendix H: Key Consent Order Definitions

In order to comply with the terms of the Consent Order and for purposes of the Findings Report to be delivered by E&Y consistent with the terms of this Engagement Letter, the E&Y loan file reviewers will utilize the guidance provided in the Foreclosure Review Guidance to provide the framework for responding to the certain requirements of the Consent Order. In particular, this reference includes the following:

1. Regarding Article VII, para. (3)(e), "reasonable and customary" as applied to fee and/or penalties charged to a delinquent borrower's account. The term "reasonable and customary" for purpose of Article VII means that institutions may only assess a fee for services actually rendered, and may only assess a fee or collect a monetary penalty that does not exceed the lesser of (a) any fee limitation or allowable amount for service under applicable state or federal law; (b) any published, pre-established fee limitation or allowable amount for the service under the guidelines for the applicable government-sponsored enterprise investing in the loan or the government agency insuring the loan; and (c) the market rate for the service.
2. Regarding Article VII, para. (3)(f), "excessive" as applied to the frequency that fees were assessed to a delinquent borrower's account. The term "excessive" for purpose of Article VII means any fee that exceeded the amount permitted by the borrower's loan documents or by applicable state or federal law. Excessive frequency of fees means the same or similar fees that are more than necessary or appropriate for completion of the underlying service.
3. Regarding Article VII, para. (3)(h), "errors, misrepresentations, or other deficiencies" means those matters discovered during the Foreclosure Review as such is described in Article VII of the Consent Order. "Errors" includes miscalculation of fees or other charges, where the total aggregate miscalculated fees or charges applied to the borrower exceeds \$99.00.
4. Regarding Article VII, para. (3)(h), the Consent Order requires a determination of whether the borrower has suffered "financial injury". The OCC Guidance defines financial injury to the borrower or the mortgagee as monetary harm directly caused by errors, misrepresentations or other deficiencies identified in the Foreclosure Review, and further clarifies that monetary harm does not include physical injury, pain and suffering, emotional distress or other non-financial harm or financial injury that did not result as a direct consequence of errors, misrepresentations or other deficiencies identified in the Foreclosure Review. In the event that it is determined during the course of the Foreclosure Review that the borrower has made any payment of a fee or penalty that is: not "reasonable or customary", is "excessive" or which payment results from "errors, misrepresentations or other deficiencies", and such amount exceeds \$99.00, then the Independent Consultant will identify such incidence, include such factual information in its report and provide this information to Outside Counsel for a determination of "financial injury to the borrower or mortgagee". It is E&Y's position that the final determination of whether or not a borrower has suffered or may suffer "financial injury to borrower or mortgagee" is a matter of legal

interpretation and any such determination for any borrower or mortgagee will be made by Outside Counsel in the course of its review and issuance of its report. E&Y will record and aggregate any fees, interest or other amounts ascertainable and/or calculate certain amounts in question as may be required to complete the Loan File Review but will not offer any opinion or determination with respect to a finding of "financial injury to the borrower or mortgagee".

5. OCC and FRB Guidance - Financial Injury or Other Remediation, August 29, 2011, regarding all of the foregoing definitions along with E&Y's Loan File Review approach and Outside Counsel's interpretation of "financial injury to borrower" are subject to the interpretation and application of the provisions of the OCC and FRB's August 29, 2011 guidance.

Appendix I: Foreclosure File Review Information & Documents

In order to assess the Review Criteria for each action, E&Y and Outside Counsel will analyze all applicable data the Bank and the foreclosure attorney firms make available including, but not limited to, the following:

| Document | Document Source |
|--|--|
| Mortgage | |
| Note, with all endorsements/allonges | |
| Screenshots and any imaged documents indicating whether loan is "High Cost" | |
| Loan Modification Agreements | |
| Assignments of Mortgage | |
| Affidavits of Lost Mortgage/Lost Note | |
| Screenshots of Loan History or Past Due Reports | |
| Notice of Default | |
| Screenshots and any imaged documents regarding a change of borrower's mailing address or address to send Notice of Default/Notice of Acceleration | |
| Screen shots of judgment screen as of the date of execution of any Affidavit of Indebtedness ("AOI"), verified complaint, or similar document including debt figures if applicable | |
| Screenshots and any imaged documents regarding borrower's waiver of Notice of Default/Notice of Acceleration | |
| Notice of Acceleration screenshots, imaged documents and certified mail return receipts | |
| Foreclosure referral screenshot and any imaged documents from the referral package | |
| Affidavit of Default | <ul style="list-style-type: none"> • Law firm |
| Screenshots and any imaged documents evidencing the identity of the owner or holder of the note at the time of the Foreclosure (including any custodial records) | |

| | |
|---|------------|
| Screenshots and any imaged documents evidencing the entity possessing the note at the time of the Foreclosure | |
| Substitution of Trustee | |
| Title Search | • Law Firm |
| SCRA screenshots and Department of Defense printouts | |
| Complete Foreclosure File, including, but not limited to, the following items: | |
| • Docket | • Law Firm |
| • Complaint | • Law Firm |
| • Lis Pendens | • Law Firm |
| • Verification of Complaint | • Law Firm |
| • Return of Process | • Law Firm |
| • Borrower's Answer | • Law Firm |
| • Borrower's Affirmative Defenses | • Law Firm |
| • Borrower's Motion to Dismiss | • Law Firm |
| • Borrower's Motion for Summary Judgment | • Law Firm |
| • Plaintiff's Motion for Summary Judgment | • Law Firm |
| • Affidavit of Indebtedness (AOI) | • Law Firm |
| • Affidavit of Attorneys' Fees | • Law Firm |
| • Affidavit of Reasonableness of Attorneys' Fees | • Law Firm |
| • Judgment Figures | • Law Firm |
| • Borrower's Response in Opposition to Summary Judgment | • Law Firm |
| • Plaintiff's Response in Opposition to Motion for Summary Judgment | • Law Firm |
| • Remediated AOI | • Law Firm |
| • MSJ Order | • Law Firm |

| | |
|---|------------------------------|
| • Invoices from Foreclosure Firm | • Law Firm |
| • Client documents | • Law Firm |
| • Correspondence related to Foreclosure | • Law Firm |
| Screenshots and any imaged documents of all fees and costs attributed to loan during Foreclosure | [REDACTED] |
| Notice of Foreclosure Sale and evidence of mailing/publishing Notice (including screenshots, any imaged documents and certified mail return receipts of the same) | • Law Firm |
| Screenshots and any imaged documents related to requests for notice by third parties | • Law Firm |
| Screenshots and imaged documents related to appraisals of the property | [REDACTED] |
| Confirmation of Sale | • Law Firm |
| Certificate of Title | • Law Firm |
| Payoff Statements | [REDACTED] |
| Bankruptcy docket and all pleadings | • Law Firm |
| Screenshots and imaged documents related to pursuit of a deficiency after Foreclosure Sale | [REDACTED] |
| Screenshots and imaged documents related to bidding at Foreclosure Sale | [REDACTED] |
| Reinstatement and Redemption Efforts (including screenshots and imaged documents) | [REDACTED] |
| Payment History | [REDACTED] |
| Plaintiff's Affidavit as to Post-Judgment Costs | • Law Firm |
| Call notes | [REDACTED] |
| Screenshots and imaged documents/letters related to loss mitigation offers, acceptances and rejections | [REDACTED] |
| Screenshots and imaged documents/letters indicating whether borrower responded to loss mitigation attempts | [REDACTED] |
| Servicing agreements related to loan | • Investor Reporting Records |
| Repayment Agreements | [REDACTED] |
| Loan Modification/Repayment Applications | [REDACTED] |
| HAMP and HOPE documents (including | [REDACTED] |

| | |
|---|------------|
| screenshots and imaged documents related to the same) | [REDACTED] |
| Breach Letters and related certified mail receipts | [REDACTED] |
| Loan recording documents | • MERS |

Appendix J: Complaints Processing

Overview

Below is a description of the work to be performed in order to operationalize the Coordinated Borrower Outreach across all Servicers and offer the affected borrowers a consistent program. Certain areas of the Foreclosure Review Complaints Process that are being developed are listed below. Please also note that all require further development before E&Y, jointly with the Bank and 3rd party vendor can implement the program in its entirety. These areas include, but are not limited to the following:

- Key elements of the national advertising campaign (e.g., banner ad, form, advertisement content, etc.);
- Borrower correspondence touchpoints (e.g., Acknowledgement Letter, Confirmation Letter, Advertisement content, and Claim Resolution/Closure Letter forms);
- Incomplete Request for Review Complaint Letter Form;
- In-/out-of-scope determination criteria; and
- Definition of claim closure for reporting purposes.

The two items below will be integral to the complaints resolution however it is unclear at this time if these items will be developed as part of the Complaints Process or as part of the financial harm definition and subsequent remediation associated with those definitions:

- Immediate remediation definition and approval (accepting immediate remediation does not exclude a borrower from eligibility from receiving additional remediation at the conclusion of the file review); and
- Settlement/remediation ranges based on borrower situations.

Items that E&Y jointly with the Bank and 3rd party vendor will continue to focus on while awaiting guidance on the above are:

- Referrals into the File Review process from other channels;
- Escalation procedures from Intake Company to Servicer;
- Foreclosure postponement rules;
- Prioritization of claim handling; and
- Turnaround-time commitments for claim reviews.

As the Independent Consultant engaged to conduct the Foreclosure Review, E&Y will design, develop and supervise a process to address the complaints received from borrowers who believe that they may have been financially harmed as a result of errors, misrepresentations, or other deficiencies associated with foreclosures pending or completed during the Review Period (as such a loan in foreclosure during such period is deemed to be "in-scope") as described in the Order. E&Y will provide oversight and guidance during each step of the complaints review decisioning process. Complaints received by the Bank from borrowers after January 1, 2011 for loans that are in-scope will be considered in this process.

The Foreclosure Review Complaints Process will consist of: A) a Communication and Outreach portion to alert borrowers of their ability to file a complaint, B) a Request for Review Complaint Form, C) Complaint Intake Processing, D) Complaint Screening, E) a Complaint Investigation and File Review, F) Estimated Complaints Review Population G) Complaint response and remediation and H) Reporting.

The following sections consist of I) an overview of how the Foreclosure Review Complaints Process will operate; II) a flow outlining the details of the process; and III) a narrative to accompany the process flow.

I. General Description

A. Communication and Outreach Plan

All communication concerning the Foreclosure Review Complaints Process will include a deadline for submitting complaints not less than 120 days from the date that the direct mail is sent out to the borrower. Complaints received up to 135 days after the direct mail is sent out will be included in the Foreclosure Review Complaints Process, allowing for a 15-day grace period for inclusion. All communication will also specify that the Foreclosure Review Complaints Process pertains to borrowers with foreclosures pending or completed between during the Review Period who wish to submit a complaint about their foreclosure proceedings and receive an independent review, and how to submit a complaint.

1. Direct Mail

A cover letter and Request for Review Complaint Form, or "RRCF" will be mailed by the 3rd party vendor to the current known address of borrowers. The Bank maintains address data for primary borrowers, and these addresses will be relied upon for the direct mailing campaign. For those borrowers for which the Bank does not have reliable address information within their systems (i.e., borrowers who are no longer at the address on file for the mortgage due to foreclosure sale), the 3rd party vendor will leverage a skip tracing function, possibly through the United States Postal Service, to attempt to identify the individual's current mailing address. The skip tracing function will also include research to determine the current address of any targeted borrowers for whom the direct mail is returned as undeliverable.

E&Y will perform quality review procedures of the complaint intake process by reviewing RRCFs relative to data entered into the Executive Response Center, or "ERC", database.

2. Email

TBD

3. Banner Ad and Webpage

A banner ad, which will be a box with a link to the complaint website rather than a typical banner ad, will appear on the front page of the Bank's mortgage servicing homepage. The banner ad will link to the webpage where the RRCF will be available. The webpage will allow the borrower to complete and submit the RRCF on the webpage. The webpage will also provide borrowers with information on the toll-free phone number and FAQ.

4. Housing Counseling Agencies

TBD

5. Customer Inquiries

The 3rd party vendor will utilize the toll-free phone number to answer questions concerning the dedicated foreclosure complaint procedure. The phone number will be listed on the letter sent to borrowers, the webpage, newspaper ads, and the RRCF. In conjunction with E&Y, the Bank will develop any additional training necessary to process complaints.

As per usual business practices, the 3rd party vendor will record all calls received by the hotline. E&Y will review the recorded calls for quality and accuracy on a sample basis.

The Bank will create a call script to address and properly route borrower calls regarding relevant complaints that are received through the Bank's existing channels (i.e., not received through the toll-free complaint phone number managed by the 3rd party vendor). E&Y will review and approve the call scripts and review a sample of the recorded calls.

6. Media Ads

The 3rd party vendor will launch a targeted advertisement campaign as designed through input from the consent order banks and their independent consultants. The campaign will include print advertisements in magazines (possibly "People" and "TV Guide") and newspapers (possibly utilizing "Parade"). Cost for the program will be split amongst the servicers based upon lookback or portfolio size. Advertisements will consist of the toll-free phone number, and the internet address where the RRCF is available.

B. Request for Review Complaint Form

The RRCF will be provided in hard copy in the direct mailing campaign by the 3rd party vendor. To submit a claim, a borrower will complete the RRCF and mail it to the 3rd party vendor address.

It is contemplated that the webpage will allow the borrower to complete and submit the RRCF online or to print/download a hardcopy form to be mailed to the 3rd party vendor address. The webpage will also provide borrowers with information about the Customer Complaints and Outreach Process, the toll-free phone number and FAQ.

Information presented on the forms will be entered into the 3rd party vendor's database and will be reviewed by E&Y. All borrowers who submit a RRCF will receive an acknowledgment of submission.

The RRCF will include general borrower information as well as specific categories highlighting the top known reasons for borrower complaints. The focus of this categorization is to provide borrowers with more specific complaint areas for the Bank and E&Y to focus. In the event that the borrower selects "Other", a representative may take the opportunity to further discuss with a borrower who has called in to try and identify if there is a "Specific", rather than a "General" complaint as available. By offering "Specific" complaints categories, it provides the Bank the ability to hone in on the specific issue driving the borrower's complaint.

The Bank will use a coordinated call script and FAQ that will be used by the 3rd party vendor. E&Y will review and approve the Bank's training materials and quality control processes for the Foreclosure Review Complaints Process. E&Y, the 3rd party vendor and the Bank's ERC team will meet regularly to review and discuss the Foreclosure Review Complaints Process and to address any issues in the intake process.

C. Complaint Intake Processing

Complaints will be received via direct mail. A dedicated team of 3rd party vendor representatives will field incoming calls from borrowers. The 3rd party vendor representative will direct the borrower to the channels available for complaint submission and answer questions regarding the submission process.

The Bank will review each RRCF for completeness. If a RRCF received is incomplete, a 3rd party vendor representative may reach out to the borrower to obtain the information required to complete the form. The Bank will monitor and provide information to E&Y on incomplete RRCFs received as a part of the reporting process.

The 3rd party vendor will image upon receipt all RRCFs and supporting documentation submitted by the borrower. A written acknowledgment of the complaint will be sent to the borrower within seven (7) days of receipt of hard copy complaints. The information provided on the RRCF will be entered into the 3rd Party Vendor Database. The ERC team will complete a summary sheet for each RRCF, summarizing the issue(s) identified in the RRCF that are pertinent to the foreclosure complaints review and the RRCF will be logged in the 3rd Party Vendor database. The Bank will use the information provided on the RRCF to determine if the complaint is relevant to the population and is in scope. A complaint will be deemed to be relevant to the population if it is a foreclosure specific complaint. A complaint will be deemed to be within scope if it occurred on a loan associated with foreclosures pending or completed during the Review Period. If the account is in scope, the complaint will be flagged as such within the 3rd Party Vendor Database and included in the Foreclosure Review Complaints Process. Complaints not in the Population will be addressed by the Business As Usual ("BAU") complaints processing channel.

E&Y will review on a sample basis RRCFs identified as out-of-scope to verify that the ERC is applying proper exclusion criteria. The E&Y will reconcile complaints entered

into the 3rd Party Vendor Database with the imaged RRCFs and acknowledgement letters on a daily basis to verify completeness.

At the commencement of the borrower outreach effort, the Bank will query its own system to identify complaints received after January 1, 2011 and prior to the execution of the outreach effort that relate to loans included in the population. 100% of the identified complaints will be escalated through the dedicated foreclosure complaint screening process, described below.

E&Y will sample a portion of loans within the Population and not categorized as foreclosure complaints, as well as foreclosure complaints outside of the Population, to validate the screening.

D. Complaint Screening

Prior to undergoing screening, a check will be performed to determine if the complaint relates to a loan already reviewed as a part of the Foreclosure Review (i.e., included in the statistically valid sample). E&Y will maintain a real-time record of all loans included in the Foreclosure Review through the [REDACTED]. If a complaint pertains to a loan already included in the Foreclosure Review, the results of the review will be modified to specifically address those concerns raised by the borrower and the complaint will proceed to the Complaint Remediation process¹⁰.

Complaints and supporting documentation will be reviewed by E&Y, Outside Counsel as necessary, and the ERC team (collectively, the "Complaints Committee"), to determine if the complaints are within the scope of the Foreclosure Complaints Review, specifically to determine whether the complaints contain issues relevant to the requirements enumerated in Article VII, (3) (a) through (h) of the OCC Order.

Those complaints determined to be out of scope will be addressed through BAU processes by the existing ERC team. The decision by the Complaints Committee will be documented in the 3rd Party Vendor Database system and [REDACTED].

E. Complaint Investigation and File Review

Complaints that have been designated as "in the scope" of the foreclosure complaints review as validated by E&Y will be managed by a dedicated team of the Bank's ERC representatives (the "ERC Complaint Team") and overseen by E&Y.

Complaints will be stratified into "Specific" versus "General" categories based on the RRCF and how the borrower designates the complaint. The determination of the complaint will dictate the handling of the complaint through the complaint review life cycle. "Specific" complaints will continue on to the relevant departments within the Bank for research. For "Specific" complaints from the borrower (e.g., "I was charged excessive fees"), only those areas pertinent to the "Specific" complaint will be reviewed. Then the "Specific" complaint will undergo a targeted Foreclosure File

¹⁰ The Complaint Remediation process is subject to OCC approval and will not be addressed until after the Foreclosure File Review and Final Reports are completed.

Review. For "General" complaints submitted by the borrower (e.g., "I wasn't treated fairly in the process"), a full Foreclosure File Review of the loan will be performed. As such, it will undergo a full Foreclosure File Review as described in Appendix G: Foreclosure File Review Approach.

The Bank will be responsible for collecting data and documentation pertaining to the complaint for each loan and furnishing that information to the E&Y Foreclosure Loan Review Team. The ERC Complaint Team will not render any conclusions but, in the case of a pending foreclosure will suggest any appropriate remediation actions that could provide immediate relief to the borrower. Information provided to E&Y will not be modified, filtered or restricted. All other documents and information pertaining to the complaint will follow the normal document gathering process as outlined in Appendix G: Foreclosure File Review Approach. If additional information is needed from the borrower, the 3rd party vendor representative will contact the borrower and document all correspondence and information received within the 3rd Party Vendor Database. The image(s) of all correspondence will also be documented in the relevant image repository.

The ERC Complaint Team representative will complete a summary sheet for each loan summarizing the issue(s) identified in the RRCF that are pertinent to the foreclosure complaints review. The summary sheet will be sent to business units, as needed, in order to collect documentation needed to address complaint issues and the inquiries will be logged in the 3rd Party Vendor Database. When all necessary information is obtained, the ERC representatives will let E&Y know that the E&Y Foreclosure Review of the file can commence.

E&Y will perform an independent targeted review of the complaint based on the package created by the ERC team. Each file will then undergo an independent three-part review.

- Part 1: The file will be reviewed by E&Y to understand the nature of the complaint, the research performed by ERC to determine the complaint's validity, and any subsequent proposed resolution, if applicable.
- Part 2: If there is a proposed resolution, E&Y will review such proposal to determine agreement or disagreement concerning the resolution. In the case that E&Y does not agree with the proposed resolution, the package will be returned to the ERC for re-work. If E&Y agrees with the proposed resolution, the determination will be provided to the ERC.
- Part 3: The file will undergo a file review for those portions of the FRC that pertain to the borrower's complaint. This portion of the file review will follow the approach described in steps 13-19 in Appendix G: Foreclosure File Review Approach. Outside Counsel will then review the borrower's file to determine whether any financial injury occurred.

Though it will follow the approach in steps 13-19 in Appendix G: Foreclosure File Review Approach, a review will be completed based on whether the complaint is

“Specific”, making it eligible for a “Targeted Review” (as defined herein) or if it is “General”, which makes it eligible for a “Full Review” (as defined herein).

Throughout the Foreclosure Review process, E&Y will reconcile the list of complaints received by the Bank to the overall population of reviews performed, as well as perform reconciliation and case monitoring for the entire Foreclosure Review Complaints Process.

F. Estimated Complaints Review Population

The Complaints Review Population is considered to be a distinct segment for review. The review will be bifurcated into a “Targeted Review” and a “Full Review”. For purposes of this Engagement Letter, a “Targeted Review” is defined as a review of a loan file which is focused on a fact set either (a) identified during the course of the Complaint Screening or (b) self-identified by a borrower as part of the submission of RRCF. Therefore, a Targeted Review will not be an Article VII, (3)(a)-(h) review, but rather a review by E&Y which looks at a specific area of concern (e.g., foreclosure occurred during bankruptcy or borrower believes he was charged excessive fees). In the event that the results of a Targeted Review reveal broader issues with the handling of the loan, the loan would be subjected to additional review as needed.

To determine the size of the potential population, E&Y has built a model with certain assumptions. The key assumptions are total population, complaint in scope percentage, response rate, Targeted Review percentage and Full Review percentage.

1. Total estimated population is 32,250
2. Complaint in scope - 80% of complaints are assumed to be in scope for purposes of the model below.
 - a. It is contemplated that a certain percentage of RRCF's will not be “in scope” (as such term is hereinafter defined).
 - b. Based upon inputs from ERC, it is contemplated that certain RRCF's will be frivolous, incomplete, or non-fact based and the ERC screener and/or E&Y reviewer will make such determination during the initial review and include any supporting information in the appropriate report.
3. Response rate - a range of response rates has been derived based upon output from interviews with potential class action administrator partners.
 - a. Assuming a 15% response rate at the high end and 5% at the low end. Note that for direct marketing campaigns, a 1-2% response rate is considered to be a high rate.
 - b. Due to the extensive servicer marketing campaigns and media coverage anticipated to accompany the Consent Order Foreclosure Review activities, the response rate could be higher and E&Y will plan to staff this effort in a manner consistent with the volume levels.

4. Targeted Review - Key areas of concern may be identified via borrower self-identification on the RRCF or identified during the course of the Complaint Screening, that if correctly identified would support a Targeted Review.
 - a. The model below includes estimates of 80% and 20%.
 - b. If an 80% Targeted Review level can be achieved, this would enhance Loan File Review optimization and support a more focused and potentially, immediate, response for borrowers.

| Response Rate | Targeted Review % | Full Review % | Targeted Review Files | Full Review Files | Total Files |
|---------------|-------------------|---------------|-----------------------|-------------------|-------------|
| 15% | 80% | 20% | 3,036 | 759 | 3,795 |
| 15% | 20% | 80% | 759 | 3,036 | 3,795 |
| 10% | 80% | 20% | 2,024 | 506 | 2,530 |
| 10% | 20% | 80% | 506 | 2,024 | 2,530 |
| 5% | 80% | 20% | 1,012 | 253 | 1,265 |
| 5% | 20% | 80% | 253 | 1,012 | 1,265 |

G. Complaint Response and Remediation

Complaint response and remediation may occur in several ways. For a "Specific" complaint, a loan may be subject to one of the following: 1) immediate remediation recommendations; 2) longer term remediation recommendations; 3) both types of remediation recommendations; or 4) neither form of remediation recommendation. For "General" complaints that have undergone a full file review or in the event that a complaint is received relative to a loan that is already in the Population of the Foreclosure File Review, a separate response plan will be outlined that facilitates the longer term remediation recommendations; these loans may not be subject to immediate remediation recommendations.

- Specific Complaints

Following the applicable Complaints Committee determination, E&Y will provide the response plan to the Bank's ERC. The Bank's ERC personnel will document the result of each complaint review in the 3rd Party Vendor Database. For "Specific" complaints, where the loan is subject to immediate remediation, the Bank will use the results of the E&Y review to draft a response letter in accordance with the Order. The Bank will assign each complaint to a designated response writer who will draft a response which summarizes the complaint issues and their respective outcome with immediate remedial measures, where applicable. The Bank approved response will be distributed to the borrower. The response will be scanned and saved in the 3rd Party Vendor Database system and appropriate imaging system.

- General Complaints

For "General" complaints that have undergone a full file review or in the event that a complaint is received relative to a loan that is already in the Population of the

Foreclosure File Review, a separate response plan will be outlined that facilitates the longer term remediation recommendations.

All remediation recommendations must be ultimately approved by the OCC through the process outlined in Article VII, paragraphs 4 through 6, of the Consent Order.

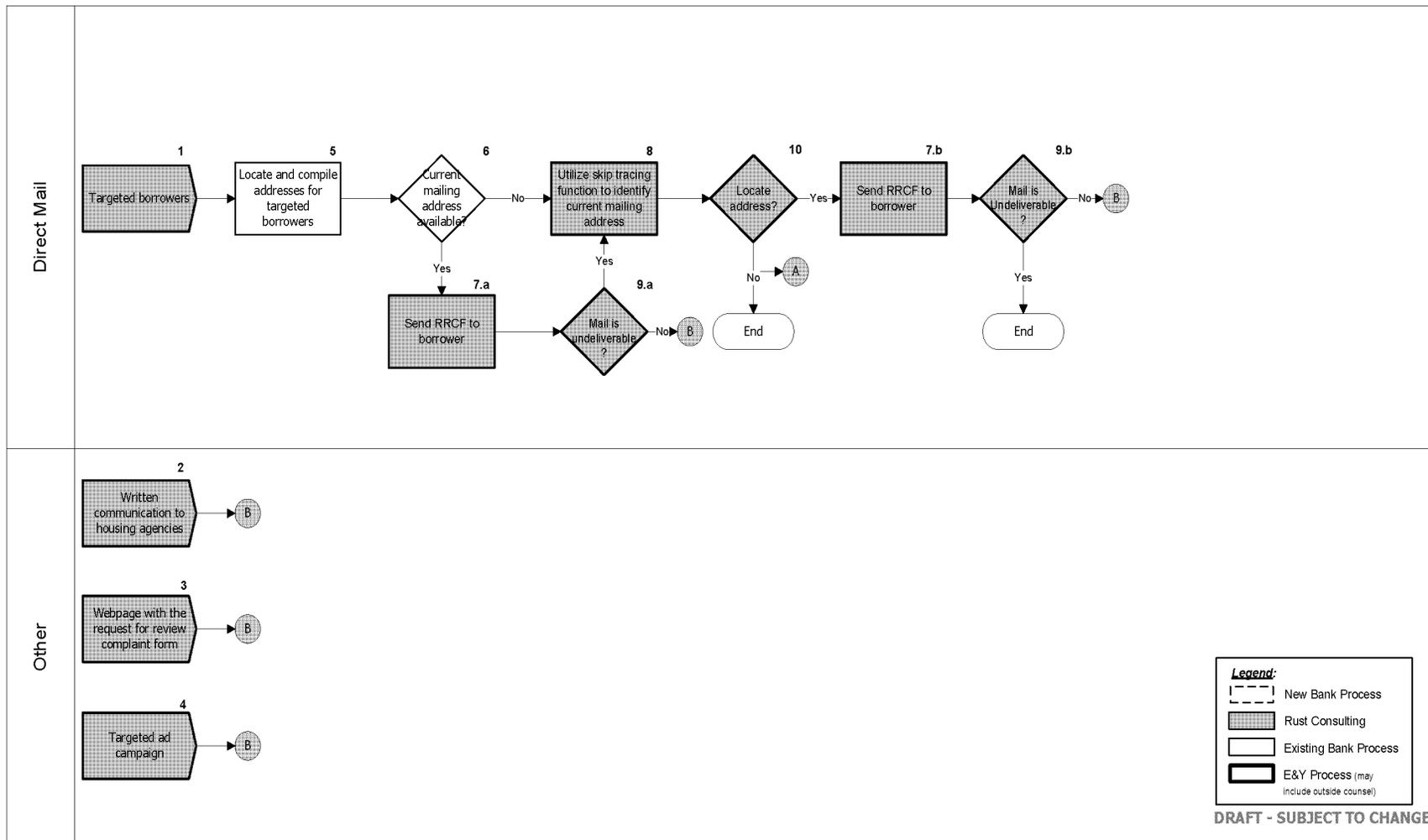
H. Reporting

E&Y and the Bank will meet regularly to review the progress of the cases, to address any exceptions to the process and resolve issues as needed. The Bank will compile monthly reports, for review by E&Y and the appropriate regulators, which includes, but is not limited to, the following information:

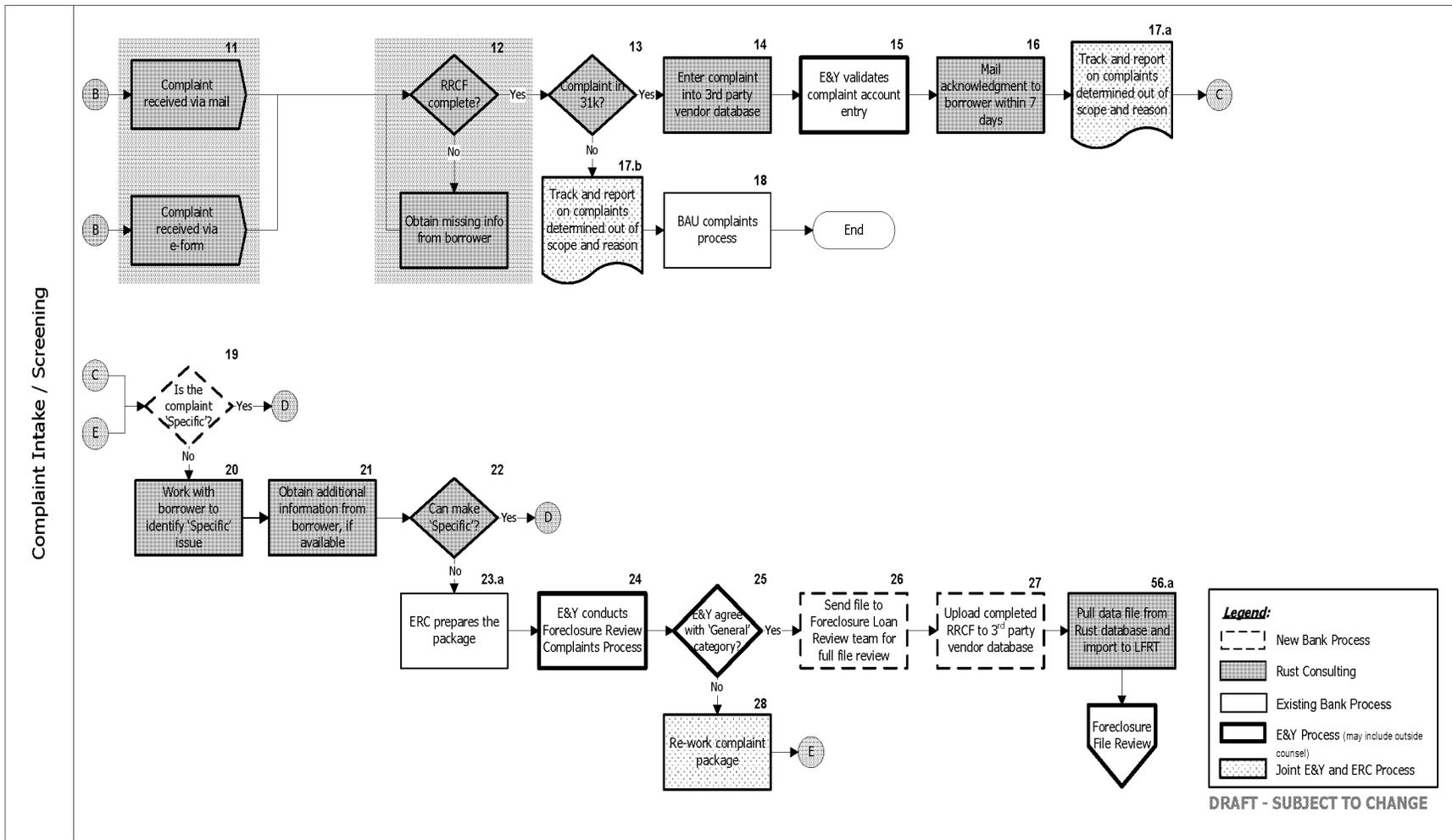
- Number of complaints received;
- Type or Nature of complaint received;
- Number of complaints in-scope and out-of-scope;
- Number of complaints acknowledged;
- Number of complaints in process;
- Number of complaints not yet analyzed;
- Number of complaints responded to;
- Complaints disposition;
- Number of complaints requiring remediation;
- Number of complaints remediated;
- Aging reports (as warranted); and
- Comments section to provide for other pertinent information.

As described herein, E&Y will oversee the process and provide direction to bank personnel, where necessary; however, E&Y will not implement the communication plan, have direct contact with borrowers or community group representatives or be responsible for addressing borrower complaints directly with borrowers.

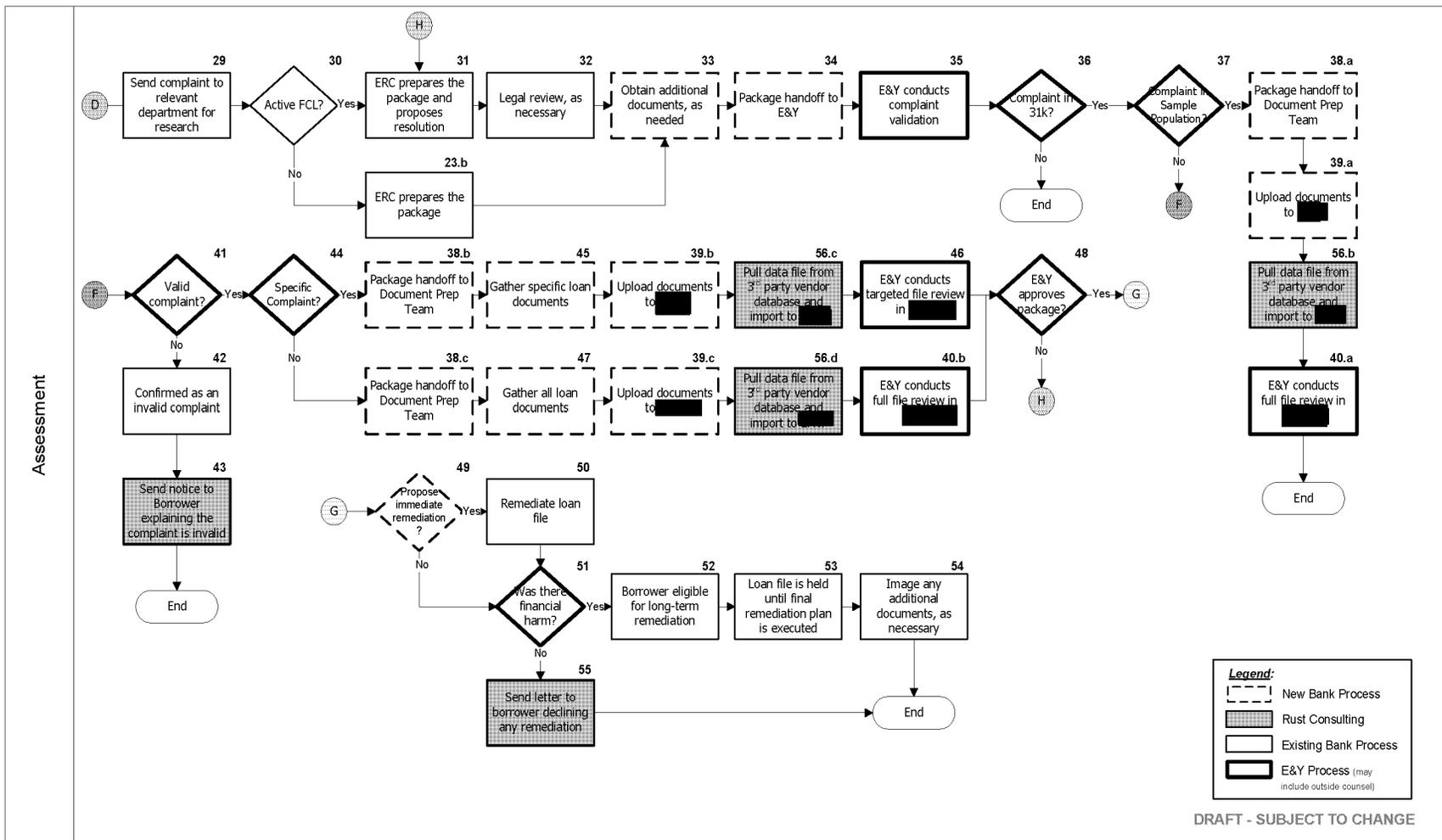
II. Process Flows Communication and Outreach Program



ERC Complaint Foreclosure File Review-Complaint Intake/Screening Process



ERC Complaint Foreclosure File Review-Approach Detail



The following paragraphs describe the activities and responsible parties on the Customer Complaints and Outreach Process set forth above.

1. Target borrowers for direct mail campaign

Responsible Party: 3rd party vendor

The 3rd party vendor will conduct a direct mail campaign to target borrowers with foreclosures initiated, pending or completed between during the Review Period.

2. Written Communications for counseling agencies

Responsible Party: TBD

TBD

3. Webpage with the request for review complaint form

Responsible Party: 3rd party vendor

A banner ad, which will be a box with a link to the complaint website rather than a typical banner ad, will appear on the front page of the Bank's mortgage servicing homepage. The banner ad will link to the 3rd party vendor's webpage where the RRCF will be available. The webpage will allow the borrower to complete and submit the RRCF on the website or to print/ download a hardcopy form. The webpage will also provide borrowers with information about the Bank's Customer Complaints and Outreach Process and the toll-free phone number and FAQ.

4. Targeted advertisement campaign

Responsible Party: 3rd party vendor

The 3rd party vendor will launch the targeted advertisement campaign as designed through a coordinated effort. The campaign will include print advertisements in national publications and newspapers. Newspaper advertisements will consist of background on the complaints intake process, the toll-free phone number, and the link to the webpage where the RRCF is available.

5. Locate and compile mailing addresses for targeted borrowers

Responsible Party: Bank

Using the Bank's maintained address data for borrowers, the Bank will obtain targeted borrower's current mailing address for active loans by using borrower data from the servicing platform, [REDACTED]. The data from the address list will be relied upon for the direct mailing campaign. A cover letter and the RRCF, or "Complaint Package", will then be mailed to the current known address of borrowers. The direct mail communication will contain, but is not limited to the following information:

1. Cover letter including:
 - a. Background on the Bank's Customer Complaints and Outreach Process
 - b. A deadline for submitting complaints
 - c. Eligibility criteria
 - d. How to submit a complaint via: the webpage, mail and by working with counseling agencies
2. A hard copy of the Request for Review Complaint Form

6. Determine current borrower mailing address

Responsible Party: Bank

If the Bank has multiple mailing addresses for the borrower, the Bank will use the address that is determined to be the most current mailing address.

7. a & b Send RRCF to borrower

Responsible Party: 3rd party vendor

The 3rd party vendor will mail the Complaint Package (as previously described in step 5) to the borrowers for which the Bank has the current mailing address on record.

8. Utilize skip tracing function to identify current mailing addresses

Responsible Party: 3rd party vendor

The 3rd party vendor will leverage their skip tracing function to identify the current mailing address for those borrowers for which the Bank does not have reliable address information within their systems (i.e., borrowers who are no longer at the address on file for the mortgage due to foreclosure sale). The skip tracing function will also research the current address of any targeted borrowers for whom the direct mail is returned as "undeliverable".

If the current mailing address is identified, the 3rd party vendor will send the direct mail communication to the borrower containing the information listed above in step 5.

If the current mailing address is not identified, the 3rd party vendor will not send the direct mail communication to the borrower.

9. a & b Undeliverable mail processing

Responsible Party: 3rd party vendor

For RRCF packages that are returned as undeliverable mail, the 3rd party vendor will utilize its skip tracing to attempt identify the current address for the borrower. If all existing processes have been exhausted and a reasonable level

of effort exerted without locating a current borrower mailing address, the account will be removed from the targeted population.

10. Complete Skip Tracing Search

Responsible Party: 3rd party vendor

Borrower mailing addresses that are identified through skip tracing will be sent the Complaint Package as described above in step 5.

11. Receive completed RRCF from borrower

Responsible Party: 3rd party vendor

ERC will receive RRCFs completed by the borrowers via direct mail from the 3rd party vendor.

A dedicated team of 3rd Party Vendor representatives will field incoming calls from borrowers. Borrowers may be calling in for help with completing the RRCF or to ask general questions.

All calls will be recorded for quality and training. E&Y will periodically perform unannounced screening of calls, or listen to previously recorded calls, on a sample basis, to validate that the 3rd party vendor representatives are adhering to the pre-approved script and FAQs, and the Bank's customer service call standards, if applicable.

12. Gather applicable information from borrowers for incomplete RRCFs

Responsible Party: 3rd party vendor

If a RRCF received by the ERC is determined to be incomplete, a 3rd party vendor representative will reach out to the borrower to obtain the information required to complete the form and determine category (as described in detail in step 19 below). Complete forms will then be routed to the Bank.

13. Determine if the complaint is within the population of ~31,000

Responsible Party: 3rd party vendor

The loan population of ~31,000 is made up loans that are deemed to be both relevant and in scope, as defined in Appendix E: Sampling Methodology.

A complaint will be deemed relevant to the population if it is a foreclosure specific complaint related to a first lien loan for a 1-4 unit dwelling that was owner occupied at origination. If the complaint is not specific to the foreclosure population, it will be forwarded to the business as usual ("BAU") complaints process channels. Other processes may also be put in place to handle other such "out of scope" complaints, as necessary.

A complaint will be deemed to be within scope ("in scope") if it occurred between during the Review Period. If the complaint is outside of these dates, it will be forwarded to the BAU complaints process channels.

Other items for in-scope determination are TBD.

14. Enter complaint into 3rd party vendor Database

Responsible Party: 3rd party vendor

The information provided on the RRCF will be entered into the 3rd party vendor's database. ERC will complete a summary sheet for each RRCF summarizing the issue(s) identified that are pertinent to the foreclosure complaints review and the inquiries will be logged in the 3rd party vendor's database. The data from 3rd party vendor's database will be archived according to the Bank's policies.

15. E&Y validates complaint account entry

Responsible Party: E&Y

E&Y will sample the information provided to the 3rd party vendor against the imaged RRCFs to validate that the 3rd party vendor representatives accurately input the data. Any discrepancies identified will be remedied jointly with E&Y, the 3rd party vendor and the Bank.

16. Mail acknowledgement to borrower within 7 days

Responsible Party: 3rd party vendor

The 3rd party vendor will send a written acknowledgment of the receipt of the complaint to the borrower within one week of receipt of the complaint. The letter will reference the ongoing file foreclosure review and advise the borrower that any potential remediation may not be addressed for until a pre-determined future date.

17. a & b. Track and report on complaints determined out of scope and reason

Responsible Party: E&Y and Bank

The Bank and E&Y will generate reports to identify those loans that are out of scope and will also list the reason for their exclusion. E&Y will sample the out-of-population complaints to validate they were correctly excluded.

18. BAU complaints process

Responsible Party: Bank

Complaints that have been reviewed and deemed irrelevant and/or out of scope with regards to the Foreclosure Review Complaints Process will be removed from the process, after validating the exclusion rationale, and routed to the BAU complaints process for completion.

19. Determine complaint category

Responsible Party: Bank

Based on categories provided in the intake form, the Bank will stratify incoming complaints into two main categories: "Specific" and "General". The determination of the complaint will dictate the handling of the complaint through the complaint review life cycle.

"Specific" complaints will continue on to the relevant departments within the Bank for the next step in the process, see 32 "Send complaint to relevant department and research".

20. Work with borrower to identify specific issue, as applicable

Responsible Party: 3rd party vendor

The 3rd party vendor may reach out to the borrower directly by mail or by calling the telephone number listed as the borrower's main contact number or by using the phone number found via the skip trace process. The borrower contact will be made in an effort to move the complaint to a "Specific" one and potentially provide a more immediate resolution to the borrower.

Additionally, if a borrower is in contact with the 3rd party vendor for additional documentation, the 3rd party vendor will then attempt to move the complaint to a "Specific" one and aid in potentially providing a more immediate resolution to the borrower by the Bank.

21. Obtain additional information from borrower, if available

Responsible Party: 3rd party vendor

As stated above, during the call, the 3rd party vendor representative will discuss the case with the borrower to try to gather additional information regarding the complaint. The goal of gathering additional information is to further pinpoint the specific issue.

22. Can the "General" complaint be made "Specific"?

Responsible Party: 3rd party vendor

If the representative is unable to relate the complaint to a "Specific" area, the case will be forwarded to the Foreclosure Loan Review Team for a full file review. If the conversation results in information making the complaint "Specific", the complaint will be forwarded on the relevant department for continued complaint research.

23. a & b. ERC prepares package

Responsible Party: Bank

Complaints related to a completed foreclosure sale are eligible only for the longer term Complaint Remediation process. For these complaints, the ERC will prepare the complaint package for each of the files received. The package will include, but is not limited to the following:

- Relevant background documents / screenshots uncovered during research, if applicable;

- Summary sheet of outcome and package contents;
- Any correspondence between the Bank and the borrower throughout the life of the complaint

24. E&Y conducts Foreclosure Review Complaints Process

Responsible Party: E&Y and Outside Counsel, as necessary

E&Y will review the file to understand the complaint, the research to determine its validity, and the subsequent proposed resolution, if applicable. For loans that have already been foreclosed, an immediate proposed solution may not be available.

25. E&Y agree with "General" category?

Responsible Party: E&Y

For those complaints where E&Y does agree with the complaint being categorized as "General", the file will be sent for a full file review.

26. Send file to Foreclosure Loan Review team for full file review

Responsible Party: Bank

Complaints that were unable to be grouped into a "Specific" category by the ERC representative, both during initial submission or subsequent follow up discussion, will be forwarded to the Foreclosure Loan Review Team for a full file review.

27. Upload completed RRCF to 3rd party vendor database

Responsible Party: Bank

All RRCFs received will be uploaded for the Bank's use via FTP regardless of classification (i.e., "Specific" or "General"), validity or relevance to the sample population. This allows for greater depth of reporting for the complaint process as a whole.

28. Re-work complaint package

Responsible Party: E&Y and Bank

For those that E&Y does not agree with the complaint being categorized as "General", E&Y will work with the ERC team to review the complaint package and classify it correctly.

29. Send complaint to relevant department for research

Responsible Party: Bank

Complaints that have been identified as foreclosure related and belonging to a loan within the target look-back period will be referred to the relevant department within the Bank for additional research, as needed. For complaints

for which an ERC representative can perform the necessary research, the complaint may not require referral to another department.

30. Is the loan in active foreclosure?

Responsible Party: Bank

The Bank will review the accounts associated with a complaint to determine whether or not the account is in active foreclosure status with a sale pending date. Complaints related to pending foreclosures will be prioritized by sale date and prioritized so that foreclosure can be avoided and/or pre-foreclosures remediation be performed, if appropriate. Complaints related to completed foreclosures may require remediation through the longer term Complaint Remediation process.

31. ERC prepares the package and proposes resolution

Responsible Party: Bank

For loans in pending foreclosure or pre-foreclosure, remediation may be possible. For these complaints, the ERC will prepare the complaint package and include immediate remediation options, if applicable. The package will include, but is not limited to the following:

- Relevant background documents / screenshots uncovered during research, if applicable;
- Summary sheet of outcome and package contents; and
- Any correspondence between the Bank and the borrower throughout the life of the complaint.
- Remediation action proposed

The above sources will be imaged and uploaded to the Bank's appropriate image repository.

RRCFs classified "Specific" will be uploaded, along with the relevant reference documents, to the E&Y tool upon the completion of the ERC review (see step 39).

32. Legal review, as necessary

Responsible Party: Bank

As needed, the Bank will consult with internal legal counsel to obtain an opinion regarding the complaint and any proposed remediation.

33. Obtain additional documents, as needed

Responsible Party: Bank

Additional documents that are identified as relevant for the targeted file review e.g., law firm documents, but not included in the initial complaint package will be obtained and added to the complaint package.

34. Package handoff to E&Y

Responsible Party: Bank

Once all documents are compiled and the complaint package is deemed complete, the package will be handed over to E&Y. E&Y will then access the package via the [REDACTED] in order to view it.

35. E&Y conducts complaint validation

Responsible Party: E&Y

Once the E&Y team receives the imaged loan package, they will conduct due diligence on the file to determine what type of process the complaint will undergo (e.g., full file review or targeted review).

36. Determine if the complaint is within the population of ~31,000

Responsible Party: E&Y

The loan population of ~31,000 is made up loans that are deemed to be both relevant and in scope.

A complaint will be deemed relevant to the population if it is a foreclosure specific complaint. A complaint will be deemed to be within scope ("in scope") if it is related to a loan that was involved in the Bank foreclosure process during the Review Period.

37. Determine if the complaint is within the sample population

Responsible Party: E&Y

E&Y will compare the loan number associated with the complaint against the list of loans that have been selected for the Foreclosure File Review sample. All loans in the sample population with a complaint will move to a complaints file review process.

38. a, b & c Package handoff to Document Preparation Team

Responsible Party: Bank

The Document Preparation Team will receive the complaint packages along with instructions for the information that has been identified as relevant to the complaint / loan that needs to be imaged for the review process. If the loan exists within the sample population and documents have previously been gathered, then the review may begin.

39. a, b & c Upload loan documents to [REDACTED]

Responsible Party: Bank

The Document Preparation Team will upload the relevant loan package to the [REDACTED] if necessary. The documents will be utilized in the review by the E&Y team, for additional information on the loan document gathering and upload please see Appendix G: Foreclosure File Review Approach.

40. a & b Follow normal file review process

Responsible Party: E&Y

The Foreclosure Loan Review Team will receive the relevant loan documents via the [REDACTED] and perform a review according to the full review process.

41. Determine complaint validity

Responsible Party: E&Y

E&Y will make an initial determination whether the complaint is "valid" or "invalid" based on its review of the file information as part of the "ERC Complaint Foreclosure File Review - Approach Detail", see page 81. For purposes of the Complaint Foreclosure File Review, the term "invalid" refers to a complaint for which E&Y has determined, based on an initial review of the complaint file, that with respect to the area of review indicated by the subject of the complaint there is no servicer error, misrepresentation, or other deficiency, such that no further review of the complaint is warranted; and a "valid" complaint refers to a complaint that warrants additional review as detailed in the Approach Detail.

42. Invalid complaint confirmation

Responsible Party: Bank

Any complaint that is determined to be invalid, or without merit, after the Foreclosure Review Complaints Process has been completed, including both the ERC and E&Y reviews, will be documented as such and will not undergo a file review. See step 41 above "Determine complaint validity".

43. Notify borrower of invalid complaint

Responsible Party: 3rd party vendor

The 3rd party vendor will send notification of the invalid determination to the borrower. The purpose of the notification is to inform the borrower of the completion of the complaint review and their ineligibility for remediation regarding the submitted complaint. The timeframe for which the notification will be sent has not yet been determined.

44. Determine complaint category

Responsible Party: E&Y

E&Y will review the complaint category assigned by the Bank to determine agreement with the selected category. The determination of the complaint category will dictate the number and type of documents that will need to be referenced during the review.

45. Gather specific loan documents

Responsible Party: Bank

The Document Preparation Team will pull the documents that are relevant to the specific complaint as verified by the Bank and the E&Y validation.

46. E&Y conducts targeted file review in [REDACTED]
Responsible Party: E&Y

The file will undergo a file review of just those portions of the FRC that pertain to the complaint. This portion of the file review will follow the approach laid out in steps 13-19 in Appendix G: Foreclosure File Review Approach. This portion of the review will ultimately evaluate whether the borrower suffered financial harm.

47. Gather all loan documents
Responsible Party: Bank

The Document Preparation Team will pull all of the documents for the loan file related to a general complaint as verified by the Bank and the E&Y validation.

48. Approval of complaint package
Responsible Party: E&Y

E&Y will either approve the summary of the completed complaint file or send it back to the ERC for re-work. If E&Y concurs with the ERC conclusion, the complaint continues to the next step in the process.

49. Determine remediation status
Responsible Party: Bank

If the complaint includes a proposed immediate remediation, it will be referred to the relevant department within the Bank for remediation to be executed, at a time yet to be determined.

If no immediate remediation is proposed, or if the remediation proposed is more long term, the complaint is moved to the next step in the process.

50. Remediate loan file
Responsible Party: Bank

The Bank will perform the proposed remediation efforts for loans with approved immediate remediation plans, at a time yet to be determined.

51. Determine if there was financial harm to the borrower
Responsible Party: Outside Counsel

In each complaint case, Outside Counsel will determine if the borrower was financially harmed as a result of errors, misrepresentations, or other deficiencies associated with foreclosures pending or completed during the Review Period.

If Outside Counsel determines that there was financial harm, the borrower may be eligible for the longer term Complaint Remediation process¹¹. The loan file will be held until the final remediation plan is approved and executed.

52. Borrower eligible for long-term remediation

Responsible Party: Bank

The complaint is determined to be eligible for longer term remediation and is separated from the rest of the complaint population.

53. Loan file is held until final remediation plan is executed

Responsible Party: Bank

Loans related to complaints for which longer term remediation has been proposed are held until the full Foreclosure File review is complete and the Final reports have been submitted to the OCC.

54. Image any additional documents, as necessary

Responsible Party: Bank

The Document Preparation Team will image any additional documents, as necessary, to validate a complete imaged file of the complaint on the loan is properly documented.

55. Send letter to borrower declining any remediation

Responsible Party: 3rd party vendor

In the event that a complaint was valid but no remediation was identified or proposed, and there was no financial harm to the borrower, then the Bank will not provide any remediation to the borrower. At this time, notification will be sent to the borrower stating that there was no remediation to be proposed regarding the submitted complaint. The timeframe for which the notification will be sent has not yet been determined.

56. a, b, c & d Pull data file from Rust database and import to [REDACTED]

Responsible Party: 3rd party vendor

All of the information that is captured / stored within the Rust database will need to be ported to the [REDACTED]. The 3rd party vendor will oversee the transfer of data from their database to the [REDACTED] at appropriate intervals.

¹¹ The Complaint Remediation process is subject to OCC approval and will not be addressed until after the Foreclosure File Review and Final Reports are completed.

Appendix K: Relevant Experience

Ernst & Young has advised leading mortgage originators and servicers on a wide variety of business issues, including recent regulatory topics related to servicing, foreclosures, and loss mitigation practices. Listed below are samples of recent engagements, highlighting Ernst & Young's deep experience in these areas, which demonstrate Ernst & Young's qualifications to assist the Bank in performing the foreclosure review as defined by the Consent Order.

Foreclosure process testing

In response to foreclosure anomalies and regulator criticisms, a leading mortgage servicer suspended foreclosure actions to allow for a review of internal procedures and make changes where appropriate. The client engaged Ernst & Young to provide independent testing of revised procedures and controls. Ernst & Young deployed an experienced, multidisciplinary team, bringing mortgage servicing and transactional file review skills, to develop and execute an independent test program. The test program, based upon the client's internal quality assurance, and external counsel-developed procedures and regulatory expectations, included process observation and file review components, and provided client ability to evaluate the maturity of its process and ability to restart foreclosure proceedings. Ernst & Young also provided industry perspective on leading operational and governance processes to assist the client in meeting increased regulatory expectations.

Attorney management program

In response to increased scrutiny associated with attorney processing of foreclosure proceedings, the client initiated a project to design and pilot an attorney management program that evaluates the performance of its attorney network supporting foreclosure cases. The client engaged Ernst & Young to assist with the development and pilot of the program which includes both on-site reviews of attorney operations and remote desk reviews of selected cases. Ernst & Young deployed a multidisciplinary team bringing mortgage servicing and audit design and execution skills, to develop a vendor risk management program that includes on-site review procedures and goals, a risk-based selection process to determine on-site review priority, desk review procedures and goals, an attorney performance scorecard, and a design and governance approach for the client organization.

Mortgage servicing compliance program design and implementation

A large client sought expertise and program support for the development of a de novo mortgage servicing compliance operation. The project encompassed program design through implementation of policies, procedures and processes, supporting operations, organization model and core technologies to execute the compliance program mission. Ernst & Young assisted in the development of field-ready compliance review policy and procedures for servicing operations, selection and

implementation of a 3rd party outsourcing vendor to conduct targeted compliance reviews of loan files, development of a compliance reporting prototype to monitor servicer performance centrally, and creation of a comprehensive policy manual to direct ongoing program implementation and address changing compliance program requirements. The team provided extensive program support including:

- Industry knowledge of residential mortgage servicing and default operations;
- Risk management, compliance and audit methodologies, policies, and processes;
- Enterprise technology vendor selection, systems design, and implementation for a workflow and document management platform; and
- Enterprise data mart and analytics design to integrate servicer portfolio data and execute risk analysis.

Loss mitigation compliance program audit for a large mortgage lender

The internal audit division of a large mortgage company engaged Ernst & Young to support the audit of a regulatory compliance program for the loan servicing division. As part of this audit, Ernst & Young assessed the adequacy of the compliance program through the review and testing of the program governance structure, policies and procedures, risk assessment processes, training, complaint processing, monitoring, model governance, vendor management and corrective action. The scope of the audit covered all aspects of the loan servicing operations, from customer service through loss mitigation, liquidation and REO management. Ernst & Young identified program deficiencies related to the coverage of regulatory requirements in policies, risk assessment processes, training and complaint management. As a result, management implemented corrective action plans to mitigate the regulatory compliance risk associated with loan servicing.

Development of compliance testing procedures for two global financial services organizations

Two global financial services organizations engaged Ernst & Young to assist in the assessment of their compliance business self testing functions supporting the US retail consumer banking products and subsequently, the development of a revised governance structure and development of enhanced test procedures for the program. Ernst & Young was subsequently engaged by both clients to redevelop the test programs to determine whether they met all consumer compliance regulatory requirements. Ernst & Young conducted reviews of the existing programs and identified gaps in processes and regulations covered as well as deficiencies in the sampling and reporting methodologies. Additionally, Ernst & Young conducted site visits with the Operations teams to develop a detailed understanding of the business processes and existing self-testing processes and then developed enhanced policies and procedures to test regulatory compliance at a process level. These procedures covered all applicable regulations for each process. Further, Ernst & Young assisted the organization with redesigning their business self testing sampling and reporting methodologies so that the testing was

targeted to the appropriate business process and provided statistically significant results.

Loss mitigation operations assessment for a leading mortgage servicer

A leading mortgage servicer was experiencing unsatisfactory borrower interactions during loan workout interactions, as evidenced by repeat call volumes, increased borrower complaints and growing concerns around "headline" risk. The client requested a rapid, comprehensive operational review of its loss mitigation people, processes, and technology to obtain an unbiased perspective and analysis the root causes of the issues, followed by recommended 120 day solutions and cohesion with in-flight projects. Ernst & Young conducted a number of collaborative working sessions with operational leads to review current call state call routing, processes, staff and skill alignment, desktop applications and data architecture. The analysis provided to the client included a formal report of each identified gap in the current environment mapped to key borrower call types and a recommended action to resolve each gap. Collectively, these recommendations created a proposed target state operating model, associated policy document, a functional organization structure, revised loss mitigation process, training program and streamlined agent desktop, along with a high level implementation plan.

Repurchase request processing and vendor management

In response to increased repurchase request activity from GSEs, a global financial institution engaged Ernst & Young to evaluate the requests and increase review volumes through engagement and management of 3rd party vendors. Loan put-back demands from GSE's exceeded volumes of 4,000 loans per month, each requiring individual review and analysis for compliance with original underwriting guidelines and servicing requirements. Ernst & Young deployed a multi-disciplinary program management team bringing banking process, technology, and investigative loan file review experience. The team assisted the client with the design and implementation of a streamlined review and response process. This process included management and monitoring of 3rd party vendors re-underwriting the individual loans. Ernst & Young also facilitated and tracked the location of individual missing documents crucial to the repurchase review. The team developed reports to track vendor performance and implemented controls to monitor the progress of review activity. The client received immediate increase in capacity and improved performance relative to its goals.

Next-generation loss mitigation operating model development for a large mortgage investor

A large mortgage investor was experiencing unsatisfactory performance in delinquency roll-rates, workout production and credit losses. The investor sought to improve performance by selectively intervening with new loss mitigation approaches beginning with the development of a modest captive operation and piloting certain leading workout techniques. Ernst & Young outlined the strategy and objectives for a Day 1 and target state loss mitigation "intervention" operation. Ernst & Young created the operating and technical models, including

identification of key performance metrics as well as designed core processes for inbound/outbound contacts, decisioning and fulfillment. Ernst & Young also designed specific pre-foreclosure sales processes, policies, procedures and data interfaces with key servicers to enable information flow and transaction execution.

Loss mitigation workout decisioning engine design for a large mortgage investor

The rapid and large increase in demand and requirements for distressed loan workouts to alleviate the hardships homeowners are facing created a multitude of operational and compliance challenges. The uniformity, consistency and timeliness of appropriately structuring and approving the workouts were highly unsatisfactory. Without significant operational and technical improvements, the landscape between investors, servicers and borrowers in terms of communication and workout administration was unsustainable. Additionally, credit losses continued to climb unabated to unacceptable long-term levels. The initiative currently under way aims to effectively manage the increase in workout volume, minimize credit losses and improve default management processes by providing servicers with automated business rules and workout decisioning. This initiative has the strategic / industry changing implications, and is one of the highest priorities at the client with direct CEO sponsorship. Final delivery will consist of implementation of a central business rules repository that automates workout decisioning for the investor loans and is integrated with mortgage servicer's existing default management platforms. Estimated credit loss avoidance could range between \$50-100MM per year.

Distressed servicing operations assessment for a major global bank

The financial institution's proprietary trading desk was managing a portfolio of Alt-A whole loans, including Option ARMs, Hybrid ARMs and subprime assets to improve cash flow performance on its whole loan book. Servicing was performed by six servicers, with limited capabilities to manage distressed loans. The client sought alignment between portfolio goals and servicer capabilities, consolidation of portfolio to a single servicer and build-out of a special servicing unit to create value for sub/non-performing whole loans. Ernst & Young reviewed and benchmarked the 3rd party servicers, outlined key aspects of a special servicing target operating model, and analyzed current and pending mortgage servicing legislation affecting foreclosures. This approach resulted in the definition of servicer capabilities and performance, focused on loss mitigation, foreclosure and REO as well as industry benchmarking data/metrics and differentiating practices for loan servicing. Additionally, the client benefited from the creation of a special servicing target operations model and the identification of required special servicing practices for non-performing/distressed loans. The legislative analysis provided a summary of recent legal trends impacting foreclosures, anticipated foreclosure requirements and timelines, by state, and an analysis of states/localities with high concentrations of foreclosures.

Originations/servicing operations and technology rationalization for a Top 10 bank-owned mortgage company

A large mortgage company experienced significant declines in production volumes, excess capacity in production/servicing, extraordinary growth in delinquencies which strained capacity in default, and significant shifts in product mix. The environment was characterized by complexity, high relative costs, fragmented non-standard production and servicing business processes across multiple acquired platforms, limited flexibility to load balance or share capacity, and redundant technology applications surrounded by over 100 custom ancillary systems. Originations and servicing operations and technology costs averaged twice that of industry peers. Ernst & Young applied its business operations and technology diagnostic methodology utilizing leading practices and benchmarking to identify and prioritize restructuring opportunities exceeding \$200 million of annual value to the client. A multi-year plan was developed to implement a national standard operations model and unified systems architecture across the retail, wholesale, and consumer direct originations channels and agency and specialty servicing platforms.

Loan quality review business process management planning and design for a large mortgage lender

A large lender experienced an increase in credit losses and decrease in portfolio quality. Credit losses and compliance concerns caused loan review and repurchase case load to double over the past year and is expected to double yet again. Existing staff and review processes were strained and inflexible legacy technology platforms impeded the ability to effectively utilize outsourcers. Additionally, streamlining and accelerating repurchase processes based on loan review findings offered direct benefits to the bottom line. Ernst & Young assisted in the selection of a BPM platform, a pilot project to demonstrate the business benefits of the platform and the development of a 15 month initiative to deploy all of the business processes to the new platform. The platform also included a Business Rules engine, SOA and data components to reduce cycle times, improve efficiency, and meet compliance requirements. The team provided extensive program support including:

- Industry knowledge of residential mortgage loan underwriting and review operations;
- Extensive knowledge of process analysis, optimization and re-engineering including re-usable frameworks and tools;
- Enterprise technology vendor selection, systems design, and implementation for a workflow and document management platform; and
- Enterprise data and services design to integrate servicer and outsourced vendor data and execute operations.

Portfolio Reporting and Analysis Tool

This tool was developed by Ernst & Young in response to the ongoing credit crises and economic downturn which has resulted in unprecedented levels of regulatory reform, industry consolidation and litigation activity. Ernst & Young has assembled a team of professionals, supported by leading edge technologies with proven track records to facilitate loan and portfolio reviews in a cost and time efficient manner. Key attributes include:

The loan review platform allows for real-time status reporting, issue escalation and resolution, trend analyses and other analytics; all of which can be readily customized to fit MetLife Bank's needs. The platform is secure and accessible from anywhere in the country and is available on a 24/7 basis. It is fully scalable and highly accurate, having successfully reported data entries with zero errors. A complete audit trail of data entries is preserved and controls are allocated to users on a defined basis.

Summary results from the loan review platform can be shared with Outside Counsel, regulators and other parties for remediation purposes.

Data privacy and security: Our forensic technology specialists have extensive experience handling sensitive financial customer data, including Personally Identifiable Information ("PII") which may be obtained during data extraction. E&Y has established firm-wide policies and procedures for obtaining, transmitting, and storing any PII used during engagements to protect data privacy. The data used on the review platform is maintained behind E&Y's firewall and adheres to E&Y's aforementioned policy regarding PII.

- Example 1: The Platform was configured and used in an engagement in which Ernst & Young was asked to re-underwrite and provide an audit trail for more than 3,000 residential first lien loans. The tool enabled over 20 professionals from various locations to assess original credit standards and document their findings using standardized input forms.
- Example 2: The Platform was customized to support an engagement in which Ernst & Young was asked to accumulate data and provide an audit trail for more than 2,500 commercial loans in response to a regulatory request. The Platform was also used to house and facilitate the review of over 50,000 documents associated with the loans included in our engagement.

Appendix L: Representative Biographies

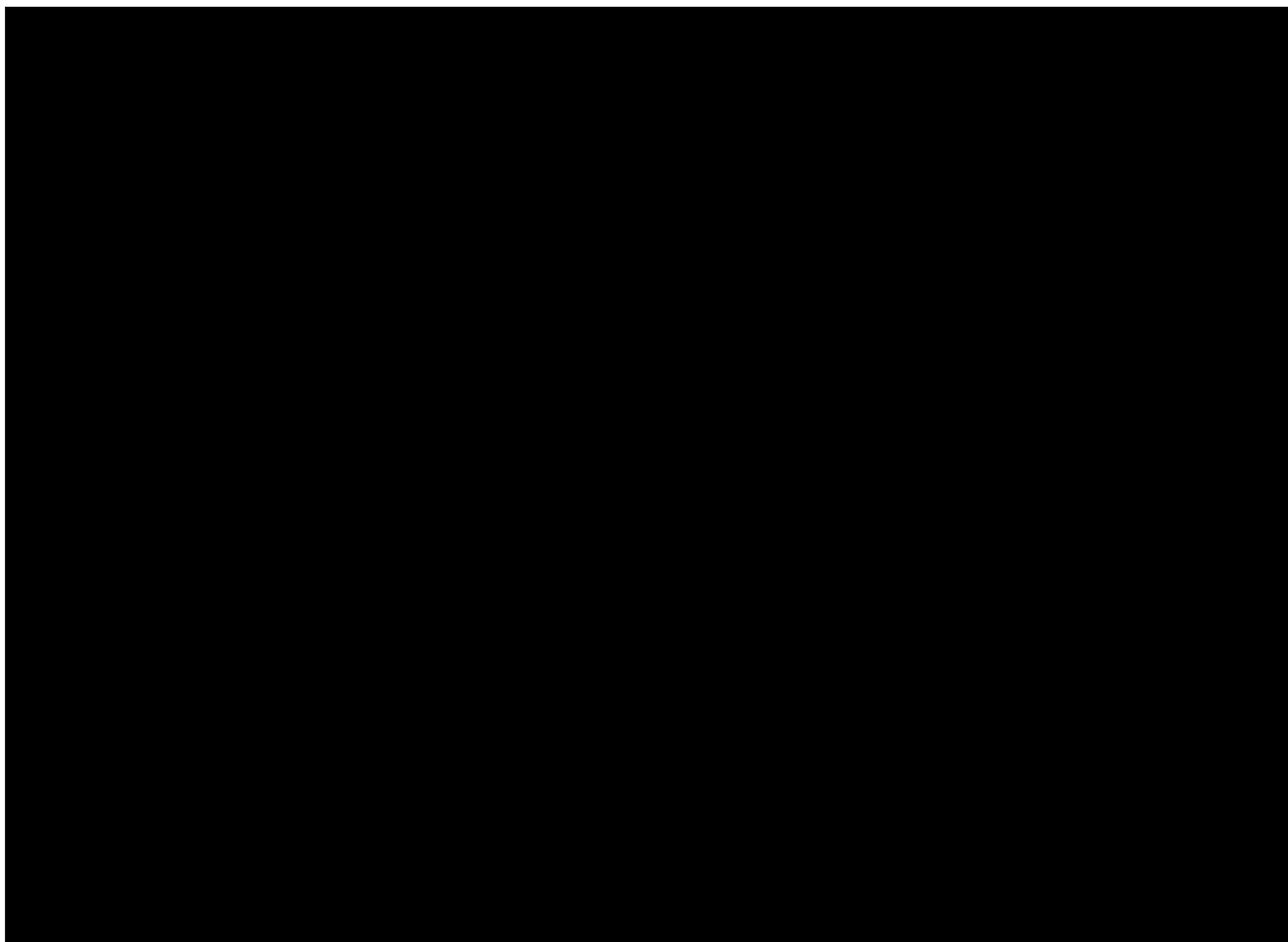
The following are selected representative biographies. As the Loan File Review progresses, the resources comprising the project team may be modified to accommodate project needs. Additional resources will have similar backgrounds and qualifications to those listed hereinafter.

Ernst & Young LLP

Ernst & Young LLP

Partner

Principal

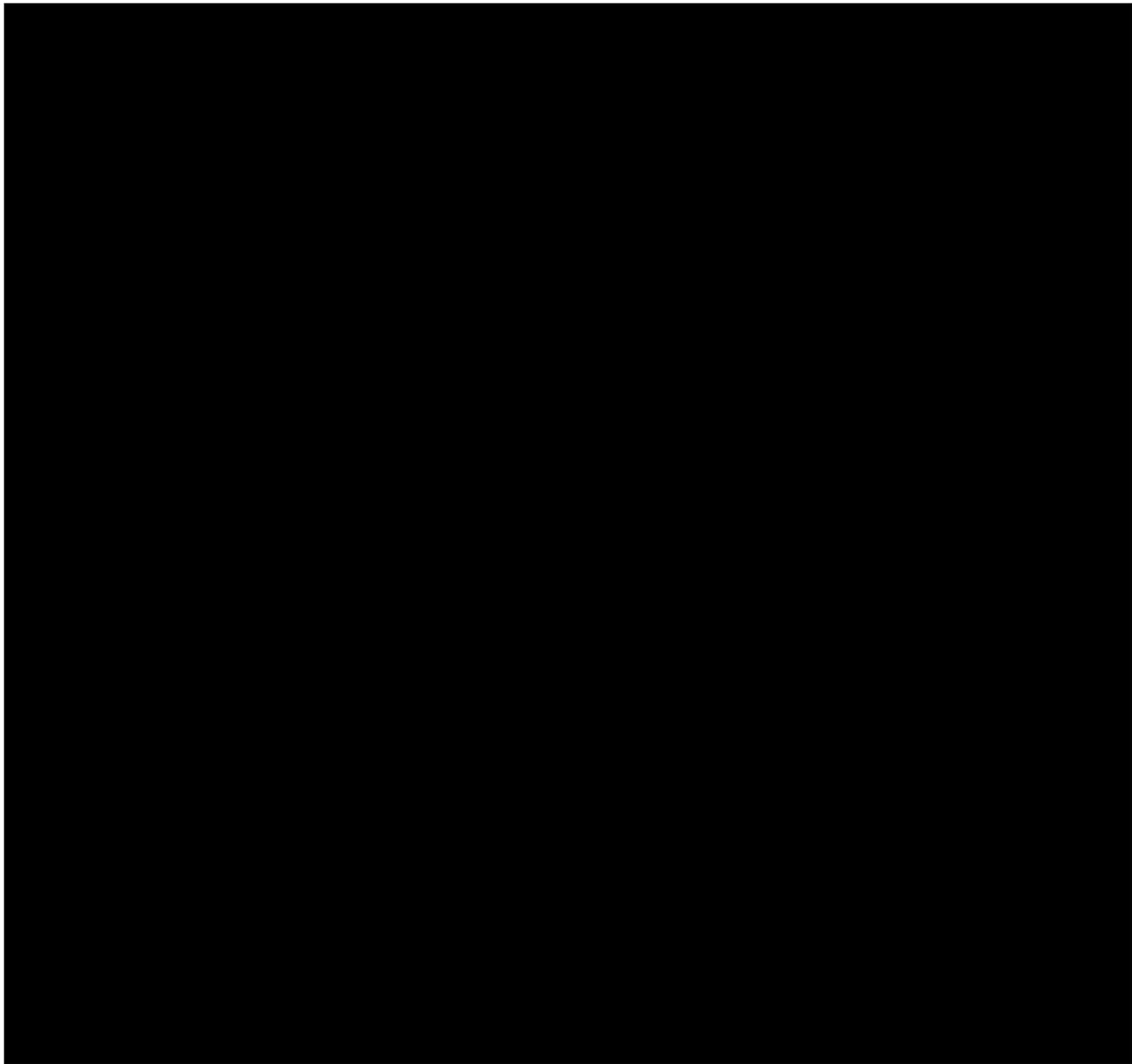


Ernst & Young LLP

Executive Director

Ernst & Young LLP

Executive Director

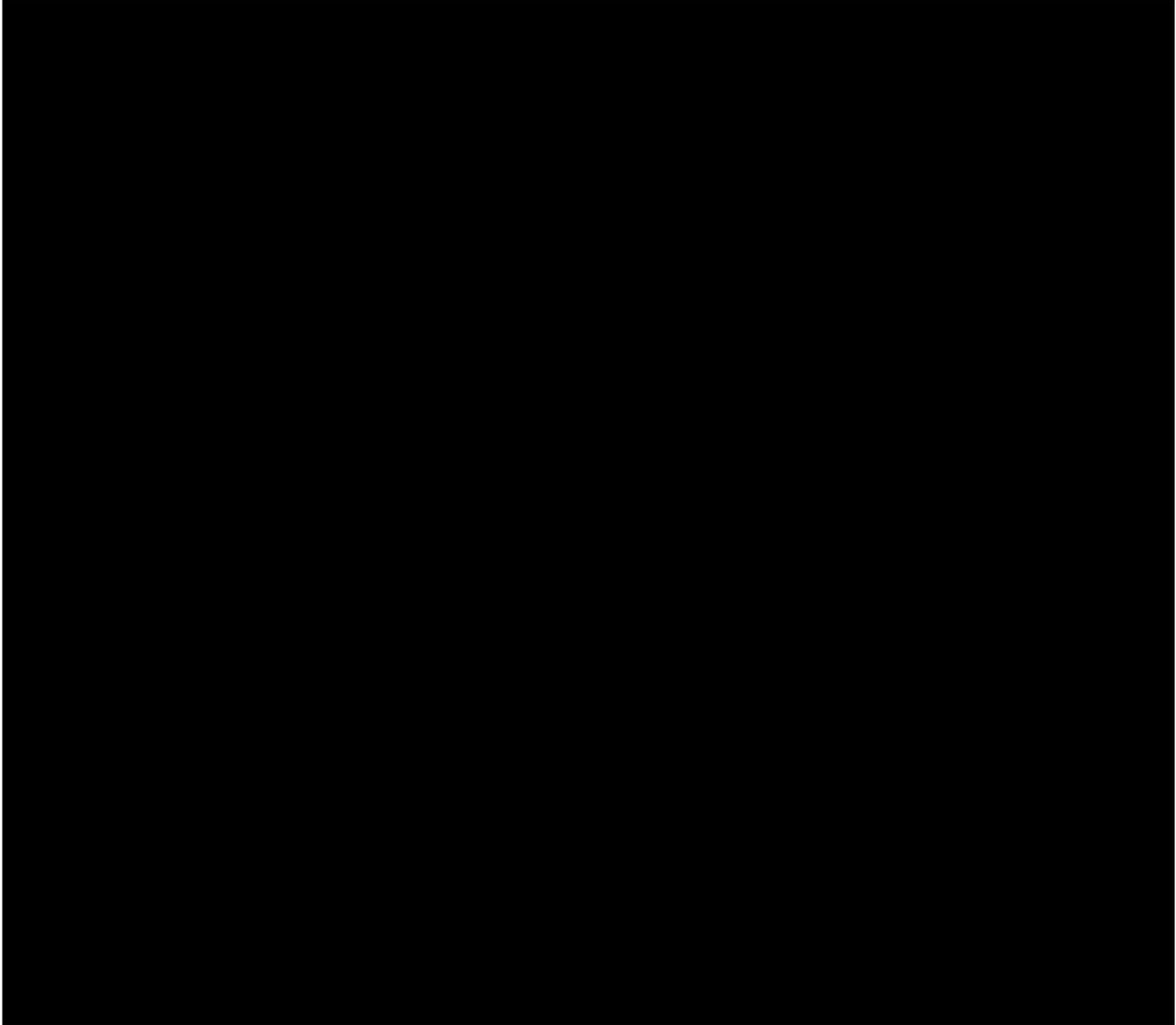


Ernst & Young LLP

Senior Manager

Ernst & Young LLP

Senior Manager

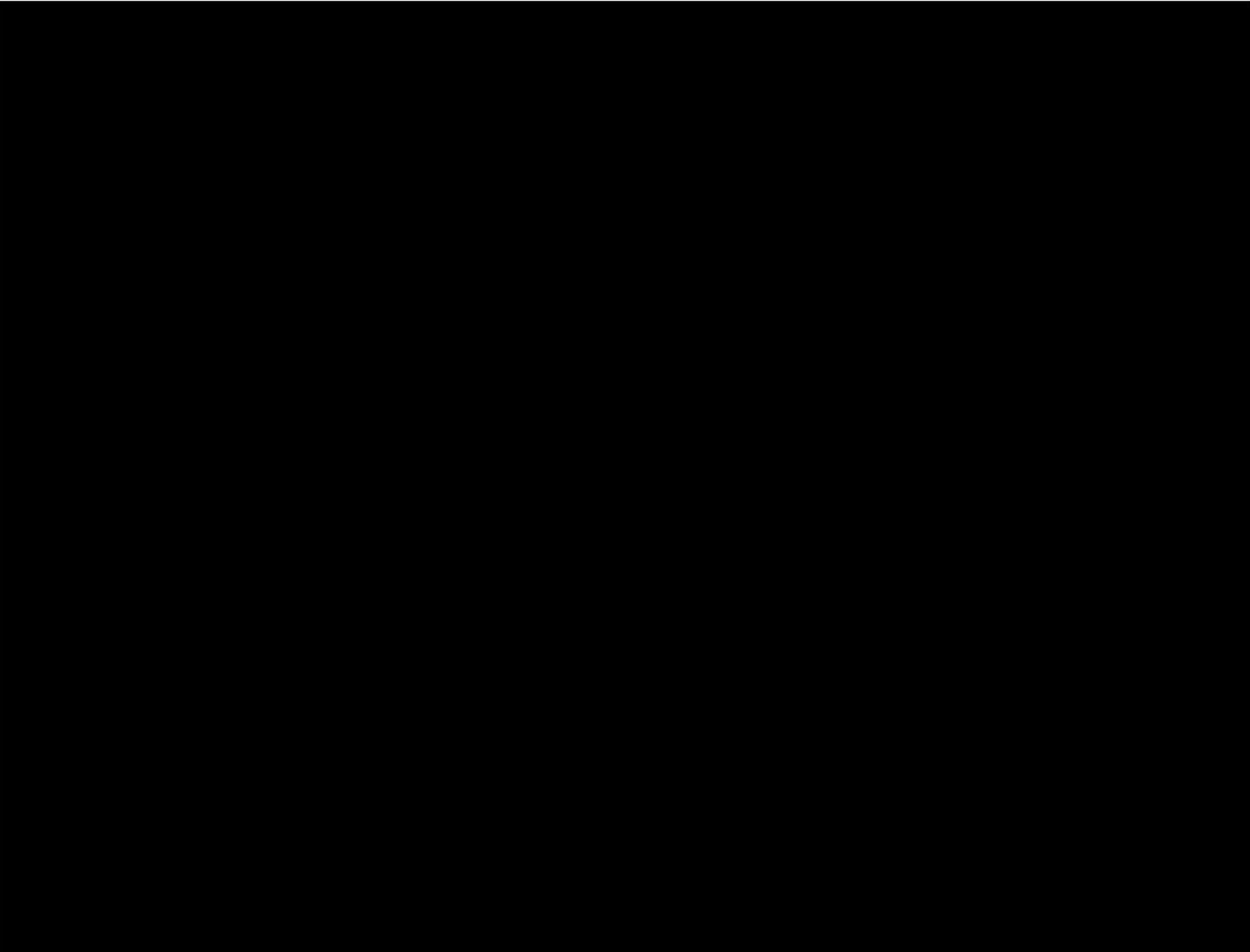


Ernst & Young LLP

Senior Manager

Ernst & Young LLP

Senior Manager



Ernst & Young LLP

Manager

Ernst & Young LLP

Manager

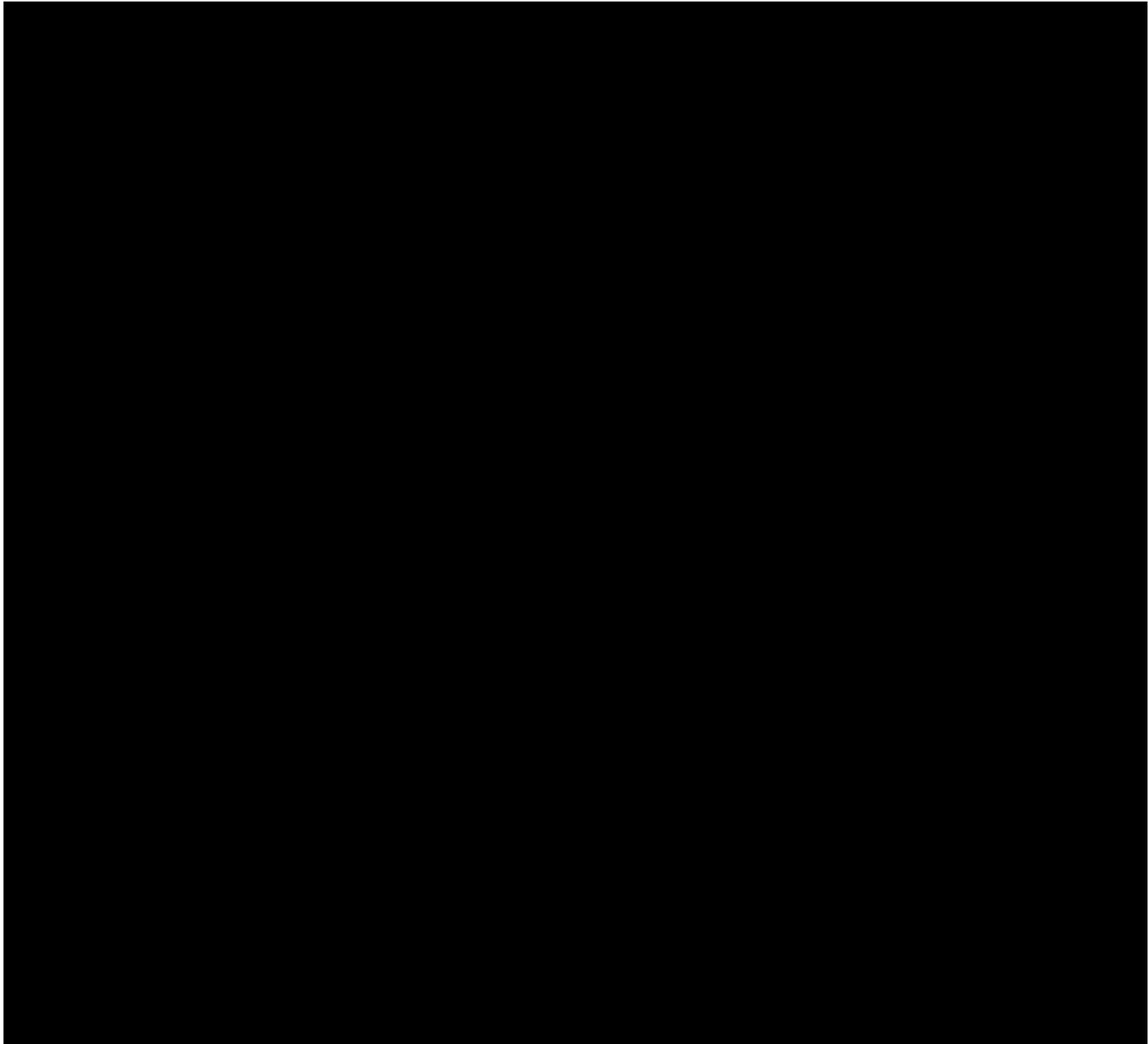


Ernst & Young LLP

Manager

Ernst & Young LLP

Manager



Ernst & Young LLP

Manager

Ernst & Young LLP

Associate



Ernst & Young LLP

Associate

Ernst & Young LLP

Associate



Ernst & Young LLP

Associate

Ernst & Young LLP

Associate

