



PRESS RELEASE

Federal Deposit Insurance Corporation • Each depositor insured to at least \$250,000

June 2, 2016

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(202) 898-6993
bhagenbaugh@fdic.gov

FDIC Announces \$190 Million Settlement of Residential Mortgage-Backed Securities Claims with Eight Financial Institutions

The Federal Deposit Insurance Corporation (FDIC) as receiver for five failed banks today announced a \$190 million settlement of certain residential mortgage-backed securities (RMBS) claims with Barclays Capital Inc.; BNP Paribas Securities Corporation; Credit Suisse Securities (USA) LLC; Deutsche Bank Securities Inc.; Edward D. Jones & Co., L.P.; Goldman, Sachs & Co; RBS Securities Inc.; and UBS Securities LLC.

The settlement resolves federal and state securities law claims based on misrepresentations in the offering documents for 21 Countrywide RMBS purchased by the five failed banks. The FDIC as receiver for failed financial institutions may sue professionals and entities whose conduct resulted in losses to those institutions in order to maximize recoveries. From November 2011 through August 2012, the FDIC as receiver for the five failed banks filed six lawsuits for violations of federal and state securities laws in connection with the sale of the 21 RMBS to the failed banks. The FDIC has filed a total of 19 RMBS lawsuits on behalf of eight failed institutions seeking damages for violations of federal and state securities laws.

The settlement funds will be distributed among five failed bank receiverships: Colonial Bank of Montgomery, Alabama, which failed on August 14, 2009; Franklin Bank, S.S.B. of Houston, Texas, which failed on November 7, 2008; Guaranty Bank of Austin, Texas, which failed on August 21, 2009; Security Savings Bank of Henderson, Nevada, which failed on February 27, 2009; and Strategic Capital Bank of Champaign, Illinois, which failed on May 22, 2009.

###

Attachment: [Settlement and Release Agreement](#)



Congress created the Federal Deposit Insurance Corporation in 1933 to restore public confidence in the nation's banking system. The FDIC insures deposits at the nation's banks and savings associations, 6,122 as of March 31, 2016. It promotes the safety and soundness of these institutions by identifying, monitoring and addressing risks to which they are exposed. The FDIC receives no federal tax dollars—insured financial institutions fund its operations.

FDIC press releases and other information are available on the Internet at www.fdic.gov, by subscription electronically (go to www.fdic.gov/about/subscriptions/index.html) and may also be obtained through the FDIC's Public Information Center (877-275-3342 or 703-562-2200). PR-46-2016

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to the FDIC

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YouTube: <https://www.youtube.com/user/FDICchannel>

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made as of this 26th day of May, 2016, by, between, and among the following undersigned parties (collectively, “Parties,” and each a “Party”): the Federal Deposit Insurance Corporation (“FDIC”) as Receiver for Colonial Bank (“FDIC-R-Colonial”); FDIC as Receiver for Franklin Bank, S.S.B. (“FDIC-R-Franklin”); FDIC as Receiver for Guaranty Bank (“FDIC-R-Guaranty”); FDIC as Receiver for Security Savings Bank (“FDIC-R-Security Savings”); and FDIC as Receiver for Strategic Capital Bank (“FDIC-R-Strategic Capital”)¹ on the one hand, and Credit Suisse Securities (USA) LLC (“Credit Suisse”), UBS Securities LLC (“UBS”), Edward D. Jones & Co., L.P. (“Edward Jones”), Deutsche Bank Securities Inc. (“Deutsche Bank”), Barclays Capital Inc. (“Barclays”), RBS Securities Inc. (“RBS”), BNP Paribas Securities Corporation (“BNP”), and Goldman, Sachs & Co. (“Goldman”) (each an “Underwriter” and collectively, the “Underwriters”), on the other.

WHEREAS:

The Failed Banks were depository institutions organized and existing under the laws of the United States and certain states. When each Failed Bank was closed, the FDIC was appointed Receiver pursuant to 12 U.S.C. § 1821(c).

In accordance with 12 U.S.C. § 1821(d), the FDIC as Receiver for each of the Failed Banks (“FDIC-R”) succeeded to all rights, titles, powers and privileges of each Failed Bank, including those with respect to its assets.

Among the assets of each Failed Bank to which the FDIC-R succeeded were any and all of each Failed Bank’s claims, demands, and causes of action arising from any action or inaction related to any loss incurred by the Failed Bank.

FDIC-R is the plaintiff in six residential mortgage-backed securities (“RMBS”) lawsuits in which the Underwriters are the sole remaining defendants (“RMBS Actions”).² A list of the Certificates in the RMBS Actions, by Underwriter (“RMBS Certificates”), is set forth in Exhibit A.

¹ Colonial Bank, Franklin Bank, S.S.B., Guaranty Bank, Security Savings Bank, and Strategic Capital Bank will each be referred to herein as a “Failed Bank” and collectively as the “Failed Banks.”

² The RMBS Actions are: (1) *FDIC as Receiver for Colonial Bank v. Barclays Capital Inc.*, No. 13-56783 (filed Oct. 16, 2013), appeal from 2:12-cv-06911-MRP-MAN (C.D. Cal.); (2) *FDIC as Receiver for Colonial Bank v. Credit Suisse Sec. (USA) LLC*, 12-cv-00784-WKW-WC (M.D. Ala.); (3) *FDIC as Receiver for Franklin Bank v. BNP Paribas Sec. Corp.* No. 14-57014 (9th Cir.) (filed Dec. 31, 2014), appeal from 2:12-cv-03279-MRP-MAN (C.D. Cal.); (4) *FDIC as Receiver for Guaranty Bank v. C/WALT, INC.*, No. 13-56675 (9th Cir.) (filed Sept. 25, 2013), appeal from 2:12-cv-08558-MRP-MAN (C.D. Cal.); (5) *FDIC as Receiver for Security Savings Bank v. Banc of America Securities LLC*, No. 15-55002 (9th Cir.) (filed Jan. 2, 2015), appeal from 2:12-cv-06690-MRP (C.D. Cal.); and (6) *FDIC as Receiver for Strategic Capital Bank v. J.P. Morgan Securities LLC*, No. 13-56781 (9th Cir.) (filed Oct. 15, 2013), appeal from 2:12-cv-08415-MRP (C.D. Cal.)

Each Underwriter denies all liability with respect to all claims that the FDIC-R has brought as Receiver for each Failed Bank.

The Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of further litigation of the RMBS Actions.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the Parties agree, each with the other, as follows:

- 1. Payment of the Settlement Funds.** The Underwriters have caused to be paid \$190,000,000 (the "Settlement Funds") for the benefit of the FDIC-R into an account maintained by Grais & Ellsworth LLP ("Grais & Ellsworth"). This amount represents the full settlement consideration, with each Party to bear its own costs and attorneys' fees in connection with the RMBS Actions. Within two business days of the Parties' exchange of all signatures to this Agreement, Grais & Ellsworth shall cause the Settlement Funds to be disbursed to the FDIC-R. At no time prior to the exchange of all signatures shall this Agreement be enforceable against any Party.
- 2. Dismissal.** After payment of the Settlement Funds as set forth in paragraph 1 above, within 10 business days of the exchange of all signatures to the Agreement, the FDIC-R and the Underwriters will file stipulations of dismissal with prejudice in the RMBS Actions in a form satisfactory to the Underwriters and the FDIC-R, terminating the RMBS Actions as to all remaining parties named in the litigation and resulting in dismissal with prejudice as to all defendants.
- 3. FDIC-R Releases.** Upon exchange of all signatures to this Agreement as set forth in paragraph 1 above, the FDIC-R hereby releases and discharges the Underwriters, and each of them, and all of each Underwriter's current or former direct or indirect parents, subsidiaries, partners, and affiliates, together with each of their respective successors and each of their respective current or former shareholders, officers, partners, directors, employees, attorneys and other agents, but solely in their capacities as such, from any and all claims, demands, actions, causes of action, and liabilities of any type, whether known or unknown, whether asserted or unasserted, whether disclosed or undisclosed, whether accrued or unaccrued, whether fixed or contingent, whether direct or indirect, and whether at law or in equity, based upon or relating to each Failed Bank's purchase, ownership, or sale of the RMBS Certificates, including, but not limited to the facts, transactions, representations, or omissions alleged in the RMBS Actions (collectively "Released Claims"). For the avoidance of doubt, and without limiting the generality of the foregoing in any way, it is understood and agreed that the release set forth in this paragraph 3 releases and discharges any and all Released Claims that at any time were owned or controlled by CBG Investments, Inc. ("CBGI"), formerly a subsidiary of Colonial Bank, to the fullest extent FDIC-R has legal ability and authority to release such claims in its capacity as receiver for Colonial Bank.

4. **Underwriter Releases.** Upon dismissal of the claims asserted against them in the RMBS Actions with prejudice, each Underwriter hereby releases and discharges the FDIC-R and the FDIC, and each of them, and each of their current or former employees, officers, directors, representatives, successors, and assigns, from any and all claims, demands, actions, causes of action, and liabilities of any type, whether known or unknown, whether asserted or unasserted, whether disclosed or undisclosed, whether accrued or unaccrued, whether fixed or contingent, whether direct or indirect, and whether at law or in equity, based upon or relating to each Failed Bank's purchase, ownership, or sale of the RMBS Certificates, including but not limited to the facts, transactions, representations, or omissions alleged in the RMBS Actions. The Underwriters preserve all rights with respect to any claims reserved by the FDIC in Paragraph 7.
5. **Release of Unknown Claims.** Each of the FDIC-R and the Underwriters acknowledges that it has been advised by its attorneys concerning, and is familiar with, California Civil Code Section 1542 and expressly waives any and all provisions, rights, and benefits conferred by California Civil Code Section 1542 or any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to the provisions of the California Civil Code Section 1542, including that provision itself, which reads as follows:

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

The Parties acknowledge that inclusion of the provisions of this Paragraph 5 of this Agreement was a material and separately bargained-for element of this Agreement. The Parties further acknowledge that the releases granted herein are specific releases, not general releases.

6. **Authority.** The FDIC-R represents that under the Federal Deposit Insurance Act, the FDIC is authorized to be appointed as receiver for failed depository institutions and that it succeeded to all rights, titles, powers, and privileges of each Failed Bank, and any shareholder, member, account holder, depositor, officer, and director of each Failed Bank with respect to the Failed Bank and the assets of the Failed Bank, including, but not limited to, the Failed Bank's claims against the Underwriters. The FDIC-R further represents that it is empowered to sue and complain in any court of law to pursue, *inter alia*, the claims against the Underwriters asserted in the RMBS Actions and that no other person or entity has such right. The FDIC-R further represents and warrants that CBGI has been dissolved and no longer exists, that none of the Released Claims that at any time were owned or controlled by CBGI, or any interest in such claims, has been assigned, transferred, or otherwise given (in whole or in part) to any third parties, and that the FDIC-R has not received any information suggesting that any third party intends to assert any such Released Claims that at any time were owned or controlled by CBGI. Each

Party represents that it has full authority to enter into this Agreement and that it has the full power and authority to bind such Party to each and every provision of the Agreement.

7. **Certain FDIC Claims Not Released.** Notwithstanding the releases in Paragraph 3 above, the FDIC, in any capacity, shall not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed (provided, that this provision shall not be construed as an acknowledgment that any such claims or causes of action exist or are valid):
- a. any claims or causes of action against any Underwriter or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to the FDIC, to any financial institutions in receivership, to other financial institutions, or to any other person or entity (including without limitation any claims acquired by the FDIC as successor in interest to any financial institutions in receivership or any person or entity, excluding for avoidance of doubt any claims or causes of action expressly released in the Agreement);
 - b. any claims or causes of action against any Underwriter or any other person or entity relating in any way to the London Interbank Offered Rate;
 - c. any claims or causes of action by the FDIC against any Underwriter or any other person or entity relating in any way to the Underwriter's performance of duties or obligations as trustee for structured finance securities, including, but not limited to RMBS, purchased by any failed financial institution;
 - d. any claims or causes of action by the FDIC in any capacity other than as Receiver for a Failed Bank;
 - e. any claims or causes of action relating to RMBS certificates not listed in Exhibit A; and
 - f. any claims or causes of action against any person or entity, including, but not limited to, the Underwriters, not expressly released in this Agreement.
8. **Enforcement.** Except as otherwise expressly stated herein, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition, or any other administrative enforcement action which may arise by operation of law, rule, or regulation.
9. **Actions of the United States.** Notwithstanding any other provision of this Agreement, this Agreement shall not be construed or interpreted as waiving, or intending to waive, any claims that could be brought by the United States or any department, agency, or

instrumentality thereof (other than the FDIC-R), including, but not limited to, through the United States Department of Justice or any United States Attorney's Office.

- 10. No Confidentiality.** Underwriters and the FDIC-R acknowledge and agree that this Agreement shall not be confidential and will be disclosed pursuant to the FDIC's applicable policies, procedures, and other legal requirements.
- 11. No Admission of Liability.** The Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and that the Agreement is not an admission or evidence of liability or the insufficiency of any defense by any of them regarding any claim, all of which are expressly disputed. The Parties further acknowledge that they may not base any claim of waiver or estoppel in any other matter upon the execution of the Agreement or payment of consideration described herein.

12. Representations and Acknowledgements.

- a. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Party or Parties subscribed thereto upon the execution by all Parties to the Agreement.
- b. Binding Effect. Each of the Parties represents and warrants that it is a Party hereto or is authorized to sign this Agreement on behalf of the respective Party, and that it has the full power and authority to bind such Party to each and every provision of the Agreement. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, representatives, successors and assigns.
- c. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the state of New York, without regard to conflicts of law principles.
- d. Jurisdiction. All Parties hereto submit to the personal jurisdiction of the United States District Court for the District of Columbia for purposes of implementing and enforcing the settlement embodied in this Agreement.
- e. Entire Agreement and Amendments. Except as otherwise provided herein, this Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about such matters. The Agreement may not be amended or modified except by another written instrument signed by the Parties.

- f. Reasonable Cooperation. The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing or causing their agents and attorneys to do whatever is reasonably necessary to effectuate the signing, delivery, and execution of any documents necessary to perform the terms of this Agreement.
- g. Advice of Counsel. Each Party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that the Agreement has been explained to that Party by his or her counsel.
- h. Notices. Notices required by this Agreement shall be communicated by email and any form of overnight mail or in person to:

Federal Deposit Insurance Corporation
Attn: Patricia Butler ([redacted])
Mark Black ([redacted])
Professional Liability & Financial Crimes Section
3501 Fairfax Drive
Arlington, VA 22226

and

David J. Grais ([redacted])
Grais & Ellsworth LLP
1211 Avenue of the Americas, 32nd Floor
New York, New York 10036

Attorneys for FDIC-R

and

Underwriters
Dean J. Kitchens ([redacted])
Alexander K. Mircheff ([redacted])
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197

Attorneys for Underwriters

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
COLONIAL BANK

(b)(6)

Date: 12/22/2016

BY:

PRINT NAME: Wade A. Black

TITLE: Counsel

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
FRANKLIN BANK, S.S.B.

(b)(6)

Date: 5/22/2016

BY:

PRINT NAME: PATRICIA C. BURKE

TITLE: Counsel

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
GUARANTY BANK

(b)(6)

Date: 5/22/2016

BY:

PRINT NAME: PATRICIA C. BURKE

TITLE: Counsel

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
SECURITY SAVINGS BANK

(b)(6)

Date: 05/23/2016

BY:

PRINT NAME: Wade A. Black

TITLE: Counsel

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
STRATEGIC CAPITAL BANK

(b)(6)

Date: 5/22/2016

BY:

[Redacted Signature Box]

PRINT NAME: PATRICK G. BOYLE

TITLE: Counsel

CREDIT SUISSE (USA) LLC

Date: _____

BY: _____

PRINT NAME: _____

TITLE:

UBS SECURITIES LLC

Date: _____

BY: _____

PRINT NAME: _____

TITLE:

EDWARD D. JONES & CO., L.P.

Date: _____

BY: _____

PRINT NAME: _____

TITLE:

DEUTSCHE BANK SECURITIES INC.

Date: _____

BY: _____

PRINT NAME: _____

TITLE:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
STRATEGIC CAPITAL BANK

Date:

BY:

PRINT NAME:

TITLE: Counsel

Date: 5/20/14

CREDIT SUISSE (USA) LLC

BY:

(b)(6)

PRINT NAME: Peter J. Kozlowski

TITLE: Managing Director and Counsel

UBS SECURITIES LLC

Date:

BY:

PRINT NAME: William Chandler

TITLE: Managing Director

Date:

BY:

PRINT NAME: John Lantz

TITLE: Executive Director

EDWARD D. JONES & CO., L.P.

Date:

BY:

PRINT NAME: Paul Yarns

TITLE: Associate General Counsel

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
STRATEGIC CAPITAL BANK

Date: _____

BY: _____

PRINT NAME: _____

TITLE: Counsel

CREDIT SUISSE (USA) LLC

Date: _____

BY: _____

PRINT NAME: Peter J. Kozlowski

TITLE: Managing Director and Counsel

UBS SECURITIES LLC

(b)(6)

Date: 05/26/2016

BY:

PRINT NAME: William Chandler

TITLE: Managing Director

(b)(6)

Date: 05/26/2016

BY:

PRINT NAME: John Lantz

TITLE: Executive Director

EDWARD D. JONES & CO., L.P.

Date: _____

BY: _____

PRINT NAME: Paul Yarns

TITLE: Associate General Counsel

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
STRATEGIC CAPITAL BANK

Date: _____

BY: _____

PRINT NAME: _____

TITLE: Counsel

CREDIT SUISSE (USA) LLC

Date: _____

BY: _____

PRINT NAME: Peter J. Kozlowski

TITLE: Managing Director and Counsel

UBS SECURITIES LLC

Date: _____

BY: _____

PRINT NAME: William Chandler

TITLE: Managing Director

Date: _____

BY: _____

PRINT NAME: John Lantz

TITLE: Executive Director

EDWARD D. JONES & CO., L.P.

Date: _____

BY: _____ (b)(6)

PRINT NAME: Paul Yarns

TITLE: Associate General Counsel

Date: May 26, 2016

DEUTSCHE BANK SECURITIES INC.

BY:

[Redacted Signature]

(b)(6)

PRINT NAME: Joe Salama

TITLE: Managing Director, Assoc. Gen. Counsel

Date: 5/26/16

BY:

[Redacted Signature]

(b)(6)

PRINT NAME: ~~David M. Levine~~
Managing Director &
Associate General Counsel

TITLE:

BARCLAYS CAPITAL INC.

Date: _____

BY: _____

PRINT NAME: Timothy E. Magee

TITLE: Director

RBS SECURITIES INC.

Date: _____

BY: _____

PRINT NAME: Kay Lackey

TITLE: Managing Director/Senior Counsel

BNP PARIBAS SECURITIES CORPORATION

Date: _____

BY: _____

PRINT NAME: _____

TITLE:

Date: _____

BY: _____

PRINT NAME: _____

TITLE:

DEUTSCHE BANK SECURITIES INC.

Date: _____

BY: _____

PRINT NAME: Joe Salama

TITLE: Managing Director, Assoc. Gen. Counsel

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

Date: _____

BARCLAYS CAPITAL INC.

BY:

PRINT NAME: Timothy L. Magee

TITLE: Director

RBS SECURITIES INC.

Date: _____

BY: _____

PRINT NAME: Kay Lackey

TITLE: Managing Director/Senior Counsel

BNP PARIBAS SECURITIES CORPORATION

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DEUTSCHE BANK SECURITIES INC.

Date: _____

BY: _____

PRINT NAME: Joe Salama

TITLE: Managing Director, Assoc. Gen. Counsel

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

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Date: _____

BY: _____

PRINT NAME: Timothy E. Magee

TITLE: Director

RBS SECURITIES INC.

(b)(6) Date: 5/26/16

BY:

PRINT NAME: Kay Lackey

TITLE: Managing Director/Senior Counsel

BNP PARIBAS SECURITIES CORPORATION

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BY: _____

PRINT NAME: _____

TITLE: _____

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DEUTSCHE BANK SECURITIES INC.

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BY: _____

PRINT NAME: Joe Salama

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BY: _____

PRINT NAME: _____

TITLE: _____

BARCLAYS CAPITAL INC.

Date: _____

BY: _____

PRINT NAME: Timothy E. Magee

TITLE: Director

RBS SECURITIES INC.

Date: _____

BY: _____

PRINT NAME: Kay Lackey

TITLE: Managing Director/Senior Counsel

BNP PARIBAS SECURITIES CORPORATION

Date: 5/26/16

BY: _____

(b)(6)

PRINT NAME: Robert W. Hawley

TITLE: President

Date: 5/26/16

BY: _____

(b)(6)

PRINT NAME: _____

TITLE: Authorized Agent

Date: 5/26/16

GOLDMAN, SACHS & CO.

BY:

[Redacted Signature]

(b)(6)

PRINT NAME: Jonathan Schorr

TITLE: Managing Director

EXHIBIT A

Barclays Capital Inc.

CWALT 2006-29T1 3A7

CWALT 2006-29T1 B1

BNP Paribas Securities Corporation

CWHL 2007-3 A1

Credit Suisse Securities (USA) LLC

CWALT 2007-18CB 2A20

CWHL 2006-13 1A19

CWALT 2007-15CB A12

Deutsche Bank Securities Inc.

CWALT 2005-52CB 1A4

CWALT 2005-65CB 2A4

CWALT 2006-25CB A1

CWALT 2005-38 A2

CWALT 2005-62 1A2

CWALT 2005-76 1A2

CWALT 2007-16CB 5A4

Edward D. Jones & Co., L.P.

CWALT 2005-13CB A8

CWALT 2005-52CB 1A4

Goldman, Sachs & Co.

CWALT 2005-81 A4

EXHIBIT A

RBS Securities Inc.

CWALT 2006-30T1 1A5

CWALT 2006-30T1 2A6

CWHL 2007-7 A9

UBS Securities LLC

CWALT 2005-74T1 A1

CWALT 2005-74T1 A5

CWALT 2006-12CB A8