



**U.S. DEPARTMENT OF JUSTICE**  
Antitrust Division

**SHARIS A. POZEN**  
Acting Assistant Attorney General

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Main Justice Building  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530-0001  
(202) 514-2401 / (202) 616-2645 (Fax)

December 8, 2011

Karen Patton Seymour  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, N.Y. 10004-2498

*In re: Wachovia Bank, N.A.*

Dear Ms. Seymour:

1. This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A., including its predecessors and subsidiaries ("Wachovia Bank" or "the Company"), in connection with an investigation of bid rigging and other conduct by Wachovia Bank, N.A. prior to its merger with Wells Fargo Bank, N.A. constituting violations of Section 1 of the Sherman Act, 15 U.S.C. § 1, and certain sections of Title 18 of the United States Code, in connection with the bidding on or provision of certain relevant municipal contracts, as defined herein, in the United States.

2. The term "relevant municipal contracts," as used in this Agreement, means: (a) contracts used to invest the proceeds of, or manage the risks associated with, bond issuances by municipalities or other non-profit entities, including, without limitation, guaranteed investment contracts, swaps, options, swaptions, escrows, forward purchase agreements, collars, caps, collateralized CDs, and repurchase agreements; and (b) any other transactions in which Wachovia Bank's municipal derivatives desk and/or predecessor desks was involved.

3. Conditioned upon the Company's acceptance of responsibility in paragraph 5 below, and on the representations set forth herein, the Antitrust Division of the United States Department of Justice ("the Division") agrees that it will not bring any action against the Company for any act or offense arising out of the conduct described in paragraph 5(a) or otherwise relating to the bidding on or provision of relevant municipal contracts on or before December 31, 2006. This Agreement applies only to the Company and not to any other entities or to any individuals. This Agreement does not cover tax offenses or public corruption offenses of any kind. Nor does this Agreement bind any federal, state, or local authorities other than the Antitrust Division. The Division will, however, bring the cooperation of the Company to the attention of other offices and agencies, if requested by the Company.

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4. The Division enters into this Agreement based, in part, on the following factors: (a) the Company's admission of the conduct described in paragraph 5(a); (b) the cooperation the Company has provided and has agreed to provide to the Division, and to the Securities and Exchange Commission, Internal Revenue Service, Office of the Comptroller of the Currency and certain State Attorneys General ("the Agencies"); (c) the Company's monetary and non-monetary commitments to the Agencies to resolve liability associated with the conduct described in paragraph 5(a) below; and (d) the remedial efforts already undertaken by the Company.

5. The Company admits, acknowledges and accepts responsibility for the conduct of its former employees set forth in paragraph 5(a), and agrees not to make any public statement or take any position in litigation contradicting that admission, provided, however, that nothing in this paragraph precludes Wachovia Bank from taking good faith positions in any litigation or regulatory proceeding.

(a) From 1998 to 2004, certain then-employees of Wachovia Bank at its municipal derivatives desk and/or predecessor desks entered into unlawful agreements to manipulate the bidding process and rig bids on certain relevant municipal contracts, and made payments and engaged in other activities in connection with those agreements, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1 and certain sections of Title 18 of the United States Code. Wachovia Bank stopped competing for relevant municipal contracts in May 2008.

(b) The Company does not endorse, ratify or condone anticompetitive activity or other violations of law and its policies (both currently and during the period in question) expressly prohibited such conduct.

6. The Company agrees that for one year from the date of execution of this Agreement, except as specifically provided in paragraphs 7 and 8 below, the Company shall:

(a) commit no violation of any United States federal criminal law ("Criminal Violation");

(b) bring to the Division's attention any of the following that come to the attention of the Company's U.S. legal department: (i) any Criminal Violation by, or investigation into any Criminal Violation of, the Company or any of its employees acting within the scope of their employment, and (ii) any administrative proceeding or civil action brought by any governmental authority that alleges anticompetitive activity by or against the Company ((i) and (ii) collectively "Reported Conduct"); and

(c) truthfully and completely disclose in response to a subpoena or civil investigative demand any non-privileged information relating to the Reported Conduct, including information relating to the activities of the Company, its officers and current and former employees, and others.

7. Until the date upon which all investigations and prosecutions, whether of former employees of the Company or other individuals or entities, arising out of the conduct described in this Agreement are concluded, whether or not they are concluded within the one-year period specified in paragraph 6, the Company shall, subject to paragraph 8 below:

(a) cooperate fully with the Division and the Agencies regarding any matter related to the investigation or prosecution of the conduct described in paragraph 5(a);

(b) assist the Division in any investigation or prosecution arising out of the conduct described in paragraph 5(a), whether by former employees of the Company or any other individual or entity, by providing logistical and technical support for any meeting, interview, grand jury proceeding, or any trial or other court proceeding;

(c) use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, agent, or employee at any meeting or interview with the Division, its agents or designees, before the grand jury, or at any trial or other court proceeding related to the investigation or prosecution of the conduct described in paragraph 5(a);

(d) provide promptly upon request, and without requirement of subpoena, all non-privileged documents, information, records, tangible evidence or other materials regarding any matter related to the investigation or prosecution of the conduct described in paragraph 5(a) in its possession, custody, or control, wherever located, requested by the Division, as well as all necessary custodians of records or other authenticating or substantive witnesses for any grand jury, trial or other court or regulatory proceeding; and

(e) make all reasonable efforts to pay restitution to any person or entity injured as a result of the conduct described in paragraph 5(a) above. However, the Company is not required to pay restitution to victims whose antitrust injuries are independent of any effects on United States domestic commerce proximately caused by the conduct described in paragraph 5(a) above.

8. Nothing in this Agreement shall require the Company to waive any protections of the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege or protection against disclosure.

9. If the Division determines in good faith that the Company: (a) has committed any Criminal Violation similar in kind to that referred to in paragraph 3 within the one-year period subsequent to the date of signing of this Agreement; (b) failed to fully and promptly comply with any request for cooperation under paragraph 7 above; or (c) has given false, incomplete, or misleading testimony or information at any time; the United States will notify counsel for the Company in writing by personal or overnight delivery or facsimile transmission and may also notify counsel by telephone of its intention to void any of its obligations under this Agreement (except its obligations under this paragraph), and the Company shall be subject to prosecution for any federal crime of which the United States has knowledge including, but not limited to, the

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substantive offenses relating to the investigation resulting in this Agreement. The parties to this Agreement expressly understand and agree that the exercise of discretion by the Division under this paragraph is not subject to further review in any court or other tribunal outside of the Department of Justice. By signing this Agreement, the Company agrees that the statute of limitations with respect to any action referred to in paragraph 3 that is not time-barred on the date that this Agreement is executed shall be tolled for three years from the date of execution of this Agreement.

10. If the Division commences an action under paragraph 9 of this Agreement, the Company agrees that: (a) all statements made by the Company to the Division or other designated law enforcement agents, including paragraph 5 hereto, and any testimony given by the Company before a grand jury, or other tribunal, whether prior or subsequent to the signing of this Agreement, and any leads from such statements or testimony, shall be admissible in evidence in that action against the Company; and (b) the Company shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom are inadmissible or should be suppressed in that action.

11. The Company and the Division may disclose this Agreement to the public.

12. With respect to this matter, from the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises, and/or conditions between the Division and the Company. No additional promises, agreements, or conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

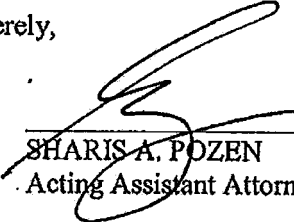
13. The Company expressly understands and agrees that the protections provided to it under this Agreement shall not apply to any acquirer or successor entities unless and until such acquirer or successor formally adopts and executes this Agreement.

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14. A facsimile signature shall be deemed an original signature for the purpose of executing this Agreement. Multiple signature pages are authorized for the purpose of executing this Agreement.

Sincerely,

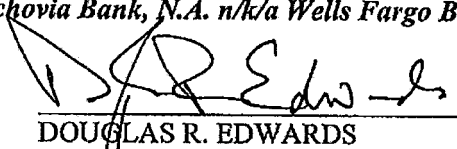
By:

  
SHARIS A. POZEN  
Acting Assistant Attorney General

AGREED AND CONSENTED TO:

*Wachovia Bank, N.A. n/k/a Wells Fargo Bank, N.A.*


By:

  
DOUGLAS R. EDWARDS  
Assistant General Counsel  
Wells Fargo Bank, N.A.

Date

12/8/2011

By:

  
KAREN PATTON SEYMOUR  
Attorney for Wachovia Bank, N.A. n/k/a  
Wells Fargo Bank, N.A.

Date

12-8-2011