

May 27, 2014

Mr. Alfred Pollard
General Counsel and
Designated Agency Ethics Official
Federal Housing Finance Agency
400 7th Street SW
Washington, DC 20024

Dear Mr. Pollard:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Inspector General of the Federal Housing Finance Agency.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

I will divest my interests in the following entities within 90 days of my confirmation: Doubleline Total Return Fund and DFA Real Estate Fund. With regard to each of these entities, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of the entity until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

Upon confirmation, I will resign from my position as a partner with WilmerHale. Pursuant to WilmerHale's early retirement policy, I will receive annual payments of \$175,000 until age 65, provided that any additional income earned does not exceed \$225,000. I also have a capital account with WilmerHale, and I will receive a refund of that account after my resignation. Until I have received these payments, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of WilmerHale to make this payment to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

I am entitled to receive a payment of approximately \$400,000 in 12 installments for work performed during 2014. Upon my resignation, WilmerHale will accelerate this payment and pay me the balance of the \$400,000. As a result, Wilmer Hale will pay the full amount of \$400,000 to me before I assume the duties of the position of Inspector General. For a period of two years from the date of this payment, I will not participate personally and substantially in any particular matter involving specific parties in which WilmerHale is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c). In addition, I will not participate personally and substantially in any particular matter involving specific parties in which a former client of mine is a party or represents a party for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

My spouse is currently a partner with the law firm of Mayer, Brown, Rowe & Maw LLP. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of the firm, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). I also will not participate personally and substantially in any particular matter involving specific parties in which a client of my spouse is a party or represents a party, unless I have been authorized pursuant to 5 C.F.R. § 2635.502(d). In addition, for the duration of my appointment to the position of Inspector General, my spouse has agreed not to communicate with the Federal Housing Finance Agency or the Federal Housing Finance Agency Office of Inspector General on behalf of the firm or any client.

I will retain my position as a trustee of the Laura S. Wertheimer GST Trust and co-trustee of the Wertheimer Family Exempt 2012 GST Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Inspector General. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of either trust, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

I understand that as an appointee I am required to sign the Ethics Pledge (Exec. Order No. 13490) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this and any other ethics agreement.

Finally, I have been advised that this ethics agreement will be posted publicly, consistent with 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with other ethics agreements of Presidential nominees who file public financial disclosure reports.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laura S. Wertheimer', written over a horizontal line.

Laura S. Wertheimer