

**SETTLEMENT AGREEMENT BETWEEN
NANCY PARKER AND THE FEDERAL HOUSING FINANCE AGENCY**

The Federal Housing Finance Agency (“FHFA”) and Nancy Parker (“Ms. Parker,” together with FHFA, “the Parties”), the former Chief Operating Officer of the Federal Home Loan Bank of Dallas, Texas (“FHLBD”) have agreed to certain terms that will avoid the need for an administrative proceeding by FHFA regarding Ms. Parker’s former service at the FHLBD.

The Parties hereby agree as follows:


1. The Parties agree that FHFA has jurisdiction over Ms. Parker in the matter relating to her service at the FHLBD that is the subject of this SETTLEMENT AGREEMENT (“AGREEMENT”), pursuant to 12 U.S.C. 4631, 4636a, and 4502(11).
2. Not later than May 1, 2016, Ms. Parker shall: (a) pay to the FHLBD \$130,296.30 in a lump sum and by wire transfer for travel expenses she incurred between 2010 and 2013 and for which she was reimbursed by the FHLBD, and which she contends involved no wrongdoing; and (b) pay interest to the FHLBD of \$1,446.35 on this sum, for a payment totaling \$131,742.65. Ms. Parker shall not request or receive reimbursement or indemnification from the FHLBD for the payment described here. Ms. Parker shall not accept employment from or be directly or indirectly compensated for any work for, or for the benefit of, any Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, or the Federal National Mortgage Association, commencing on the effective date of this AGREEMENT.
3. In the event Ms. Parker violates any terms of this AGREEMENT, upon notification of a specific violation from the FHLBD acting in good faith, she shall complete the requirements of this AGREEMENT, including making payments and ceasing activities, and pay the FHLBD \$50,000 in a lump sum by wire transfer not later than 90 days after the date on which FHLBD determines that a violation occurred, and that Ms. Parker has failed to provide information during such time to establish a violation has not occurred. Ms. Parker shall promptly respond to any request from the FHLBD for documents that would be necessary to ensure Ms. Parker’s compliance with this AGREEMENT.
4. Nothing in this AGREEMENT shall affect: (1) the payment to Ms. Parker of her vested balances under the FHLBD’s Supplemental Executive Retirement Plan; (2) Ms. Parker’s FHLBD retiree health benefits; (3) the terms of Ms. Parker’s Separation Agreement with the FHLBD, dated November 19, 2013; or (4) any other preexisting right to payment or benefit, except as affected by Paragraphs 2 and 3 herein.
5. FHFA shall not undertake any further action against Ms. Parker in connection with the matters addressed by this AGREEMENT, except as provided in paragraph 3 herein.

6. This AGREEMENT is solely between the Parties and it does not limit in any way any action by any other federal, state, or local government agency or instrumentality.
7. In the event that a term of this AGREEMENT is found to be unenforceable, all the remaining terms of this AGREEMENT shall remain in full force and effect.
8. Ms. Parker shall not seek reimbursement from FHFA for any of the attorney's fees, costs or expenses she incurred in connection with this AGREEMENT.
9. Ms. Parker acknowledges that she has read this AGREEMENT and understands its premises and obligations. Furthermore, Ms. Parker acknowledges that no separate promise or inducement of any kind has been made by FHLBD or FHFA, or any agent or employee of FHLBD or FHFA to cause or induce her to enter into this AGREEMENT.
10. By signing this AGREEMENT, Ms. Parker hereby waives (a) the issuance of any notice required by law, regulation, or rule; (b) any and all procedural rights in connection with the issuance of this AGREEMENT; (c) all rights to seek any type of judicial or administrative review of this AGREEMENT; and (d) any and all rights to challenge or contest the validity of this AGREEMENT.
11. This AGREEMENT may be executed in counterparts.
12. This AGREEMENT is effective upon execution by the Parties.



Nancy Parker

DATED: 2/18/16



Alfred M. Pollard, General Counsel
on behalf of the Federal Housing
Finance Agency

DATED: 2-18-2016