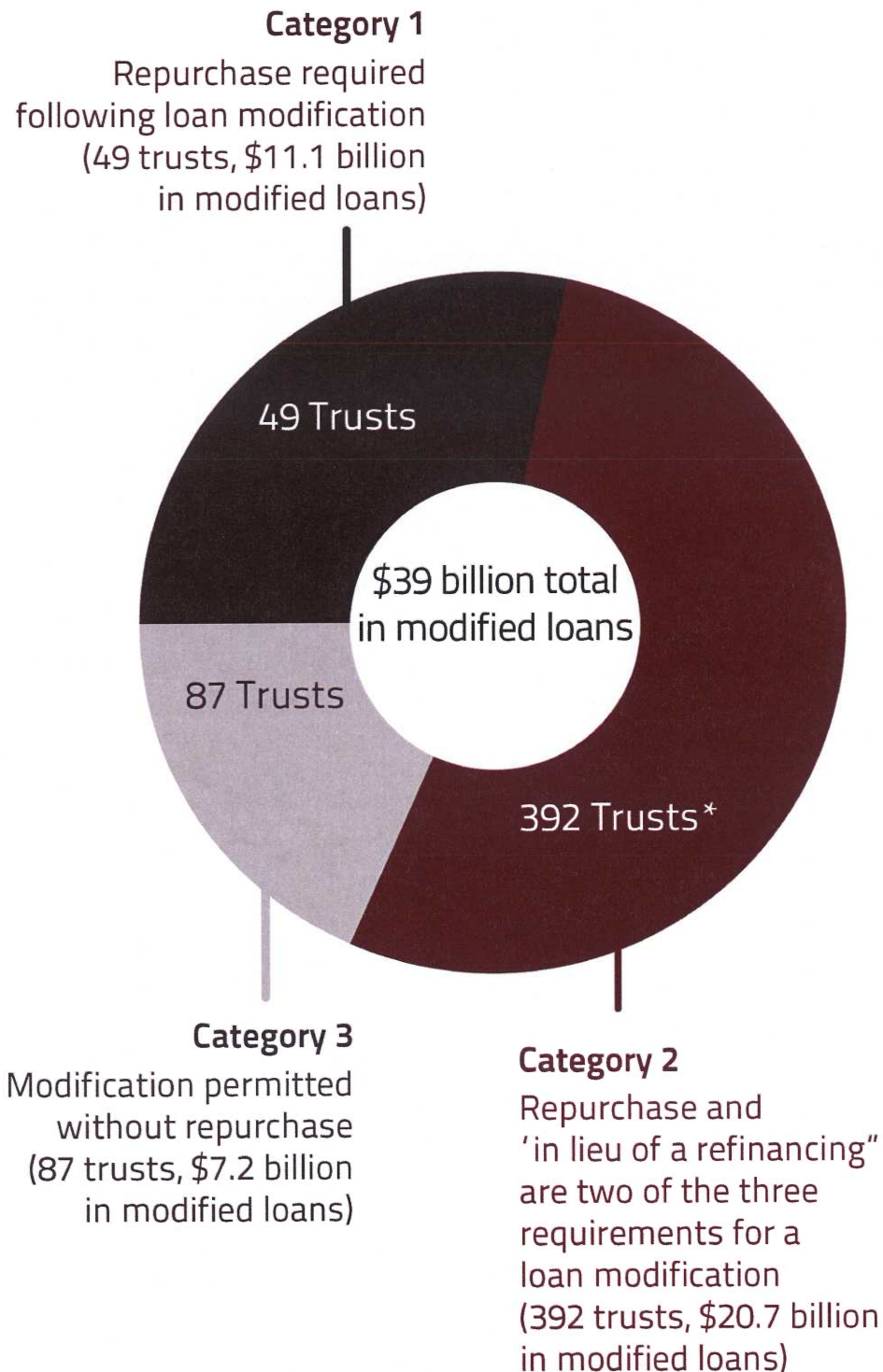


# EXHIBIT A

# Repurchase Provisions of Modified Loans Among 530 Trusts

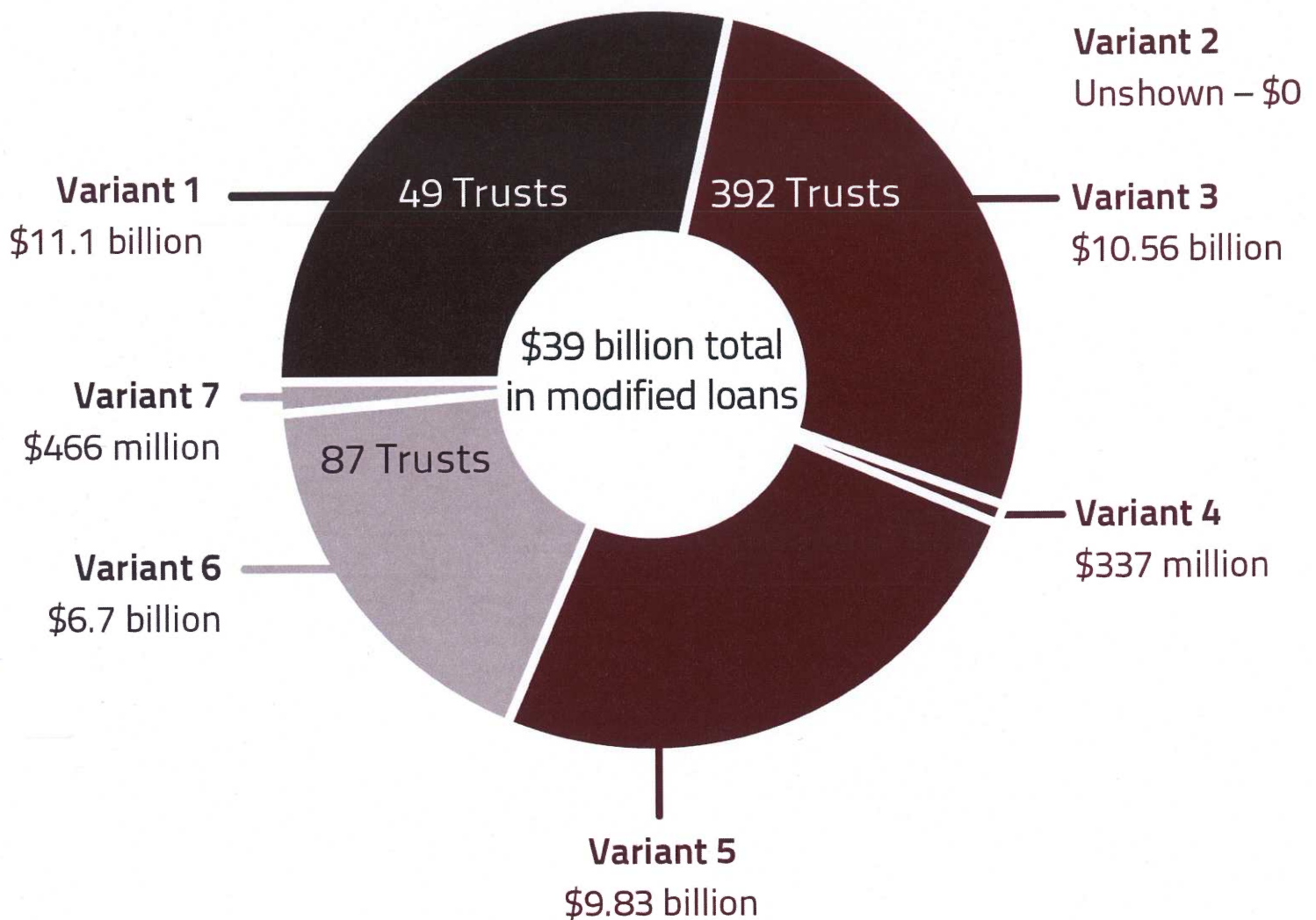


\*264 out of the 392 trusts requires Master Servicer to purchase modified loans while 128 out of the 392 trusts requires Countrywide to purchase modified loans.

**Source:** All data above is gathered from the trustee report published by the Bank of New York Mellon at the end of May 2013. Modification data is limited to what the trustee has reported since January 2009 and may or may not capture all modifications that have been performed to date.

# **EXHIBIT B**

# Breakdown: Repurchase Provisions of Modified Loans Among 530 Trusts



**Source:** All data above is gathered from the trustee report published by the Bank of New York Mellon at the end of May 2013. Modification data is limited to what the trustee has reported since January 2009 and may or may not capture all modifications that have been performed to date.



# **EXHIBIT C**

**VARIANT 1**  
49 trusts

PSA		PROSPECTUS SUPPLEMENT
<p>The Master Servicer may agree to a modification of any Mortgage Loan (the "Modified Mortgage Loan") if (i) <b>CHL purchases the Modified Mortgage Loan</b> from the Trust Fund immediately following the modification as described below and (ii) the Stated Principal Balance of such Mortgage Loan, when taken together with the aggregate of the Stated Principal Balances of all other Mortgage Loans in the same Loan Group that have been so modified since the Closing Date at the time of those modifications, does not exceed an amount equal to 5% of the aggregate Certificate Principal Balance of the related Certificates. Effective immediately after the modification, and, in any event, on the same Business Day on which the modification occurs, all interest of the Trustee in the Modified Mortgage Loan shall automatically be deemed transferred and assigned to CHL and all benefits and burdens of ownership thereof, including the right to accrued interest, shall pass on to CHL.</p>		<p>Countrywide Home Loans will be permitted under the Pooling and Servicing Agreement to solicit borrowers for reductions to the Mortgage Rates of their respective Mortgage Loans. If a borrower requests such a reduction, the Master Servicer will be permitted to agree to the rate reduction provided that (i) <b>Countrywide Home Loans purchases the Mortgage Loan from the Trust Fund immediately following the modification</b> and (ii) the Stated Principal Balance of such Mortgage Loan, when taken together with the aggregate of the Stated Principal Balances of all other Mortgage Loans in the same Loan Group that have been so modified since the Closing Date at the time of those modifications, does not exceed an amount equal to 5% of the aggregate initial Certificate Principal Balance of the related Certificates. Countrywide Home Loans will remit the Purchase Price to the Master Servicer for deposit into the Certificate Account within one Business Day of the purchase of that Mortgage Loan. Purchases of Mortgage Loans may occur when prevailing interest rates are below the Mortgage Rates on the Mortgage Loans and borrowers request modifi-</p>

VARIANT 2		
2 trusts		
SSA		PROSPECTUS SUPPLEMENT
<p>Furthermore, the Sponsor, without prior approval from the Rating Agencies, may solicit mortgagors for a reduction in Loan Rates. The Loan Rates of Mortgage Loans having Asset Balances at the time of the proposed modification that aggregate over time not more than 5.0% of the Original Note Principal Balance may be subject to reduction. If a mortgagor notifies the Sponsor or the Master Servicer that it wants a reduction in Loan Rate, <b>the Sponsor shall purchase the Mortgage Loan from the Trust</b> as described below. Effective immediately on the same Business Day on which the Sponsor delivers the Purchase Price for the relevant Mortgage Loan to the Master Servicer, all interest of the Trust in the relevant Mortgage Loan shall automatically be transferred and assigned to the Sponsor and all benefits and burdens of ownership of the relevant Mortgage Loan, including the right to accrued interest on it from the date of purchase and the risk of default on the Mortgage Loan, shall pass to the Sponsor.</p>		<p>CWHEL 2006-A: The sponsor also will be <b>obligated to purchase</b> any mortgage loans with respect to which it has agreed to reduce the loan rate and, in certain circumstances, it has agreed to increase the credit limit, subject to certain limitations.</p> <p>CWHEL 2007-G: If a borrower requests a reduction to the mortgage rate for the related mortgage loan, the master servicer is required to agree to that reduction if the sponsor, in its corporate capacity, agrees to purchase that mortgage loan from the issuing entity. The sponsor will be <b>obligated to purchase</b> that mortgage loan upon modification of the mortgage loan. The sponsor also will be obligated, subject to certain exceptions, to purchase any mortgage loans with respect to which it has agreed to increase the credit limit, subject to certain limitations.</p>

**VARIANT 3**  
264 trusts

PSA		PROSPECTUS SUPPLEMENT	
<p>The Master Servicer may agree to a modification of any Mortgage Loan (the "Modified Mortgage Loan") if (i) the modification is in lieu of a refinancing and (ii) the Mortgage Rate on the Modified Mortgage Loan is approximately a prevailing market rate for newly-originated mortgage loans having similar terms and (iii) the Master Servicer purchases the Modified Mortgage Loan from the Trust Fund as described below. Effective immediately after the modification, and, in any event, on the same Business Day on which the modification occurs, all interest of the Trustee in the Modified Mortgage Loan shall automatically be deemed transferred and assigned to the Master Servicer and all benefits and burdens of ownership thereof, including the right to accrued interest thereon from the date of modification and the risk of default thereon, shall pass to the Master Servicer. The Master Servicer shall promptly deliver to the Trustee a certification of a Servicing Officer to the effect that all requirements of this paragraph have been satisfied with respect to the Modified Mortgage Loan. For federal income tax purposes, the Trustee shall acc</p>		<p>The master servicer may modify any Mortgage Loan provided that the master servicer purchases the Mortgage Loan from the trust fund immediately following the modification. No modification of a Mortgage Loan may be made unless the modification includes a change in the interest rate on the related Mortgage Loan to approximately a prevailing market rate. Any purchase of a Mortgage Loan subject to a modification will be for a price equal to 100% of the Stated Principal Balance of that Mortgage Loan, plus accrued and unpaid interest on the Mortgage Loan up to the next Due Date at the applicable net mortgage rate, net of any unreimbursed advances of principal and interest on the Mortgage Loan made by the master servicer. The master servicer will deposit the purchase price in the Certificate Account within one business day of the purchase of that Mortgage Loan. Purchases of Mortgage Loans may occur when prevailing interest rates are below the interest rates on the Mortgage Loans and mortgagors request modifications as an alternative to refinancings. The master servicer will indemnify the trust fund against liability for any</p>	

**VARIANT 4**

4 trusts

PSA		PROSPECTUS SUPPLEMENT	
<p>The Master Servicer may agree to a modification of any Mortgage Loan (the "Modified Mortgage Loan") if (i) the modification is in lieu of a refinancing and (ii) the Mortgage Rate on the Modified Mortgage Loan is approximately a prevailing market rate for newly-originated mortgage loans having similar terms and (iii) <b>Countrywide</b> purchases the Modified Mortgage Loan from the Trust Fund as described below. Effective immediately after the modification, and, in any event, on the same Business Day on which the modification occurs, all interest of the Trustee in the Modified Mortgage Loan shall automatically be deemed transferred and assigned to Countrywide and all benefits and burdens of ownership thereof, including the right to accrued interest thereon from the date of modification and the risk of default thereon, shall pass to Countrywide. The Master Servicer shall promptly deliver to the Trustee a certification of a Servicing Officer to the effect that all requirements of this paragraph have been satisfied with respect to the Modified Mortgage Loan. For federal income tax purposes, the Trustee shall account for such purchase as a prepayment in full of</p>		<p>Countrywide Home Loans, without prior approval from the Rating Agencies, will be permitted under the pooling and servicing agreement to solicit borrowers for reductions to the Mortgage Rates of their respective Mortgage Loans. If a borrower requests such a reduction, the master servicer will be permitted to agree to the rate reduction provided that <b>Countrywide Home Loans</b> purchases the Mortgage Loan from the issuing entity immediately following the modification. Any purchase of a mortgage loan subject to a modification will be for a price equal to 100% of the Stated Principal Balance of that mortgage loan, plus accrued and unpaid interest on the mortgage loan up to the next Due Date at the applicable net mortgage rate, net of any unreimbursed advances of principal and interest on the mortgage loan made by the master servicer. The master servicer will deposit the purchase price in the Certificate Account within one business day of the purchase of that mortgage loan. Purchases of mortgage loans may occur when prevailing interest rates are below the interest rates on the mortgage loans and mortgagors request modifications as an alter</p>	

**VARIANT 5**

124 trusts

PSA		PROSPECTUS SUPPLEMENT	
<p><b>Countrywide</b> may agree to a modification of any Mortgage Loan (the “Modified Mortgage Loan”) if (i) the modification is in lieu of a refinancing and (ii) the Mortgage Rate on the Modified Mortgage Loan is approximately a prevailing market rate for newly-originated mortgage loans having similar terms and (iii) <b>Countrywide</b> purchases the Modified Mortgage Loan from the Trust Fund as described below. Effective immediately after the modification, and, in any event, on the same Business Day on which the modification occurs, all interest of the Trustee in the Modified Mortgage Loan shall automatically be deemed transferred and assigned to <b>Countrywide</b> and all benefits and burdens of ownership thereof, including the right to accrued interest thereon from the date of modification and the risk of default thereon, shall pass to <b>Countrywide</b>. The Master Servicer shall promptly deliver to the Trustee a certification of a Servicing Officer to the effect that all requirements of this paragraph have been satisfied with respect to the Modified Mortgage Loan. For federal income tax purposes, the Trustee shall account for such purchase as a prepayment in full of</p>		<p><b>Countrywide Home Loans</b> will be permitted under the pooling and servicing agreement to solicit borrowers for reductions to the Mortgage Rates of their respective Mortgage Loans. If a borrower requests such a reduction, the master servicer will be permitted to agree to the rate reduction provided that <b>Countrywide</b> Home Loans purchases the Mortgage Loan from the issuing entity immediately following the modification. Any purchase of a Mortgage Loan subject to a modification will be for a price equal to 100% of the Stated Principal Balance of that Mortgage Loan, plus accrued and unpaid interest on the Mortgage Loan up to the next Due Date at the applicable Net Mortgage Rate, net of any unreimbursed advances of principal and interest on the Mortgage Loan made by the master servicer. <b>Countrywide</b> Home Loans will remit the purchase price to the master servicer for deposit into the Certificate Account within one business day of the purchase of that Mortgage Loan. Purchases of Mortgage Loans may occur when prevailing interest rates are below the interest rates on the Mortgage Loans and mortgagors request modifications as an alternative to refinancings. <b>Countrywide</b> Hom</p>	

**VARIANT 6**

62 trusts

PSA		PROSPECTUS SUPPLEMENT
Nothing in this Section 3.12(a) restricts the ability of the Master Servicer to modify a Mortgage Loan in a manner that is consistent with the servicing standard set forth in Section 3.01; provided, however, that <b>CTL shall have no obligation to purchase any such modified Mortgage Loan.</b>		In addition, the master servicer may agree to modifications of a Mortgage loan, including reductions in the related Mortgage Rate, if, among other things, it would be consistent with the customary and usual standards of practice of prudent mortgage loan servicers. Such modifications may occur in connection with workouts involving delinquent mortgage loans. <b>Countrywide Home Loans is not obligated to purchase any such modified Mortgage Loans.</b>



VARIANT 7	
No language regarding repurchase of modified loans (25 trusts)	
PSA	PROSPECTUS SUPPLEMENT

# List of 530 Covered Trusts and Repurchase Provisions for Modified Loans

Trust Name	VARIANT
CWALT 2004-10CB	VARIANT3
CWALT 2004-12CB	VARIANT3
CWALT 2004-13CB	VARIANT3
CWALT 2004-14T2	VARIANT3
CWALT 2004-15	VARIANT3
CWALT 2004-16CB	VARIANT3
CWALT 2004-17CB	VARIANT3
CWALT 2004-18CB	VARIANT3
CWALT 2004-20T1	VARIANT3
CWALT 2004-22CB	VARIANT3
CWALT 2004-24CB	VARIANT3
CWALT 2004-25CB	VARIANT3
CWALT 2004-26T1	VARIANT3
CWALT 2004-27CB	VARIANT3
CWALT 2004-28CB	VARIANT3
CWALT 2004-29CB	VARIANT3
CWALT 2004-2CB	VARIANT3
CWALT 2004-30CB	VARIANT3
CWALT 2004-32CB	VARIANT3
CWALT 2004-33	VARIANT3
CWALT 2004-34T1	VARIANT3
CWALT 2004-35T2	VARIANT3
CWALT 2004-36CB	VARIANT3
CWALT 2004-3T1	VARIANT3
CWALT 2004-4CB	VARIANT3
CWALT 2004-5CB	VARIANT3
CWALT 2004-6CB	VARIANT3
CWALT 2004-7T1	VARIANT3
CWALT 2004-8CB	VARIANT3
CWALT 2004-9T1	VARIANT3
CWALT 2004-10	VARIANT3

Trust Name	VARIANT
CWALT 2004-J11	VARIANT3
CWALT 2004-J12	VARIANT3
CWALT 2004-J13	VARIANT3
CWALT 2004-J12	VARIANT3
CWALT 2004-J3	VARIANT3
CWALT 2004-J4	VARIANT3
CWALT 2004-J5	VARIANT3
CWALT 2004-J6	VARIANT3
CWALT 2004-J7	VARIANT3
CWALT 2004-J8	VARIANT3
CWALT 2004-J9	VARIANT3
CWALT 2005-10CB	VARIANT3
CWALT 2005-11CB	VARIANT3
CWALT 2005-13CB	VARIANT3
CWALT 2005-14	VARIANT3
CWALT 2005-16	VARIANT3
CWALT 2005-17	VARIANT3
CWALT 2005-18CB	VARIANT3
CWALT 2005-19CB	VARIANT3
CWALT 2005-1CB	VARIANT3
CWALT 2005-2	VARIANT3
CWALT 2005-20CB	VARIANT3
CWALT 2005-21CB	VARIANT3
CWALT 2005-22T1	VARIANT3
CWALT 2005-23CB	VARIANT3
CWALT 2005-24	VARIANT3
CWALT 2005-25T1	VARIANT3
CWALT 2005-26CB	VARIANT3
CWALT 2005-27	VARIANT3
CWALT 2005-28CB	VARIANT3
CWALT 2005-29CB	VARIANT3
CWALT 2005-30CB	VARIANT3
CWALT 2005-31	VARIANT3

Trust Name	VARIANT
CWALT 2005-32T1	VARIANT3
CWALT 2005-33CB	VARIANT3
CWALT 2005-34CB	VARIANT3
CWALT 2005-35CB	VARIANT3
CWALT 2005-36	VARIANT3
CWALT 2005-37T1	VARIANT3
CWALT 2005-38	VARIANT3
CWALT 2005-3CB	VARIANT3
CWALT 2005-4	VARIANT3
CWALT 2005-40CB	VARIANT3
CWALT 2005-41	VARIANT3
CWALT 2005-42CB	VARIANT3
CWALT 2005-43	VARIANT3
CWALT 2005-44	VARIANT3
CWALT 2005-45	VARIANT3
CWALT 2005-46CB	VARIANT3
CWALT 2005-47CB	VARIANT3
CWALT 2005-48T1	VARIANT3
CWALT 2005-49CB	VARIANT3
CWALT 2005-50CB	VARIANT3
CWALT 2005-51	VARIANT3
CWALT 2005-52CB	VARIANT3
CWALT 2005-53T2	VARIANT3
CWALT 2005-54CB	VARIANT3
CWALT 2005-55CB	VARIANT3
CWALT 2005-56	VARIANT3
CWALT 2005-57CB	VARIANT3
CWALT 2005-58	VARIANT3
CWALT 2005-59	VARIANT3
CWALT 2005-60T1	VARIANT3
CWALT 2005-61	VARIANT3
CWALT 2005-62	VARIANT3
CWALT 2005-63	VARIANT3

Trust Name	VARIANT
CWALT 2005-64CB	VARIANT3
CWALT 2005-65CB	VARIANT3
CWALT 2005-66	VARIANT7
CWALT 2005-67CB	VARIANT3
CWALT 2005-69	VARIANT3
CWALT 2005-6CB	VARIANT3
CWALT 2005-70CB	VARIANT3
CWALT 2005-71	VARIANT3
CWALT 2005-72	VARIANT3
CWALT 2005-73CB	VARIANT3
CWALT 2005-74T1	VARIANT3
CWALT 2005-75CB	VARIANT3
CWALT 2005-76	VARIANT3
CWALT 2005-77T1	VARIANT3
CWALT 2005-79CB	VARIANT3
CWALT 2005-7CB	VARIANT3
CWALT 2005-80CB	VARIANT3
CWALT 2005-81	VARIANT3
CWALT 2005-82	VARIANT3
CWALT 2005-83CB	VARIANT3
CWALT 2005-84	VARIANT3
CWALT 2005-85CB	VARIANT3
CWALT 2005-86CB	VARIANT3
CWALT 2005-9CB	VARIANT3
CWALT 2005-AR1	VARIANT3
CWALT 2005-IM1	VARIANT3
CWALT 2005-J1	VARIANT3
CWALT 2005-J10	VARIANT3
CWALT 2005-J11	VARIANT3
CWALT 2005-J12	VARIANT3
CWALT 2005-J13	VARIANT3
CWALT 2005-J14	VARIANT3
CWALT 2005-J2	VARIANT3

Trust Name	VARIANT
CWALT 2005-J3	VARIANT3
CWALT 2005-J4	VARIANT3
CWALT 2005-J5	VARIANT3
CWALT 2005-J6	VARIANT3
CWALT 2005-J7	VARIANT3
CWALT 2005-J8	VARIANT3
CWALT 2005-J9	VARIANT3
CWALT 2006-11CB	VARIANT5
CWALT 2006-12CB	VARIANT5
CWALT 2006-13T1	VARIANT5
CWALT 2006-14CB	VARIANT5
CWALT 2006-15CB	VARIANT5
CWALT 2006-16CB	VARIANT5
CWALT 2006-17T1	VARIANT5
CWALT 2006-18CB	VARIANT5
CWALT 2006-19CB	VARIANT5
CWALT 2006-20CB	VARIANT5
CWALT 2006-21CB	VARIANT5
CWALT 2006-23CB	VARIANT5
CWALT 2006-24CB	VARIANT5
CWALT 2006-25CB	VARIANT5
CWALT 2006-26CB	VARIANT5
CWALT 2006-27CB	VARIANT5
CWALT 2006-28CB	VARIANT5
CWALT 2006-29T1	VARIANT5
CWALT 2006-2CB	VARIANT3
CWALT 2006-30T1	VARIANT5
CWALT 2006-31CB	VARIANT5
CWALT 2006-32CB	VARIANT5
CWALT 2006-33CB	VARIANT5
CWALT 2006-34	VARIANT5
CWALT 2006-35CB	VARIANT5
CWALT 2006-36T2	VARIANT5

Trust Name	VARIANT
CWALT 2006-39CB	VARIANT5
CWALT 2006-40T1	VARIANT5
CWALT 2006-41CB	VARIANT5
CWALT 2006-42	VARIANT5
CWALT 2006-43CB	VARIANT5
CWALT 2006-45T1	VARIANT5
CWALT 2006-46	VARIANT5
CWALT 2006-4CB	VARIANT5
CWALT 2006-5T2	VARIANT3
CWALT 2006-6CB	VARIANT5
CWALT 2006-7CB	VARIANT5
CWALT 2006-8T1	VARIANT5
CWALT 2006-9T1	VARIANT5
CWALT 2006-HY10	VARIANT5
CWALT 2006-HY11	VARIANT5
CWALT 2006-HY12	VARIANT5
CWALT 2006-HY13	VARIANT5
CWALT 2006-HY3	VARIANT4
CWALT 2006-J1	VARIANT3
CWALT 2006-J2	VARIANT5
CWALT 2006-J3	VARIANT5
CWALT 2006-J4	VARIANT5
CWALT 2006-J5	VARIANT5
CWALT 2006-J6	VARIANT5
CWALT 2006-J7	VARIANT5
CWALT 2006-J8	VARIANT5
CWALT 2006-OA1	VARIANT5
CWALT 2006-OA10	VARIANT5
CWALT 2006-OA11	VARIANT5
CWALT 2006-OA12	VARIANT5
CWALT 2006-OA14	VARIANT5
CWALT 2006-OA16	VARIANT5
CWALT 2006-OA17	VARIANT5



Trust Name	VARIANT
CWALT 2006-OA18	VARIANT5
CWALT 2006-OA19	VARIANT5
CWALT 2006-OA2	VARIANT5
CWALT 2006-OA21	VARIANT5
CWALT 2006-OA22	VARIANT5
CWALT 2006-OA3	VARIANT4
CWALT 2006-OA6	VARIANT5
CWALT 2006-OA7	VARIANT5
CWALT 2006-OA8	VARIANT5
CWALT 2006-OA9	VARIANT5
CWALT 2006-OC1	VARIANT3
CWALT 2006-OC10	VARIANT5
CWALT 2006-OC11	VARIANT5
CWALT 2006-OC2	VARIANT5
CWALT 2006-OC3	VARIANT5
CWALT 2006-OC4	VARIANT5
CWALT 2006-OC5	VARIANT5
CWALT 2006-OC6	VARIANT5
CWALT 2006-OC7	VARIANT5
CWALT 2006-OC8	VARIANT5
CWALT 2006-OC9	VARIANT5
CWALT 2007-10CB	VARIANT5
CWALT 2007-11T1	VARIANT5
CWALT 2007-12T1	VARIANT6
CWALT 2007-13	VARIANT6
CWALT 2007-14T2	VARIANT6
CWALT 2007-15CB	VARIANT6
CWALT 2007-16CB	VARIANT6
CWALT 2007-17CB	VARIANT6
CWALT 2007-18CB	VARIANT6
CWALT 2007-19	VARIANT6
CWALT 2007-1T1	VARIANT5
CWALT 2007-20	VARIANT6

Trust Name	VARIANT
CWALT 2007-21CB	VARIANT6
CWALT 2007-22	VARIANT6
CWALT 2007-23CB	VARIANT6
CWALT 2007-24	VARIANT6
CWALT 2007-25	VARIANT6
CWALT 2007-2CB	VARIANT5
CWALT 2007-3T1	VARIANT5
CWALT 2007-4CB	VARIANT5
CWALT 2007-5CB	VARIANT5
CWALT 2007-6	VARIANT5
CWALT 2007-7T2	VARIANT5
CWALT 2007-8CB	VARIANT5
CWALT 2007-9T1	VARIANT5
CWALT 2007-A11	VARIANT6
CWALT 2007-HY2	VARIANT5
CWALT 2007-HY3	VARIANT5
CWALT 2007-HY4	VARIANT6
CWALT 2007-HY6	VARIANT6
CWALT 2007-HY7C	VARIANT6
CWALT 2007-HY8C	VARIANT6
CWALT 2007-HY9	VARIANT6
CWALT 2007-J1	VARIANT5
CWALT 2007-J2	VARIANT6
CWALT 2007-OA10	VARIANT6
CWALT 2007-OA11	VARIANT6
CWALT 2007-OA2	VARIANT5
CWALT 2007-OA3	VARIANT5
CWALT 2007-OA4	VARIANT5
CWALT 2007-OA6	VARIANT6
CWALT 2007-OA7	VARIANT5
CWALT 2007-OA8	VARIANT6
CWALT 2007-OA9	VARIANT6
CWALT 2007-OH1	VARIANT6

Trust Name	VARIANT
CWALT 2007-OH2	VARIANT6
CWALT 2007-OH3	VARIANT6
CWHEL 2006-A	VARIANT2
CWHEL 2007-G	VARIANT2
CWHL 2004-10	VARIANT3
CWHL 2004-11	VARIANT3
CWHL 2004-12	VARIANT3
CWHL 2004-13	VARIANT3
CWHL 2004-14	VARIANT3
CWHL 2004-15	VARIANT3
CWHL 2004-16	VARIANT3
CWHL 2004-18	VARIANT3
CWHL 2004-19	VARIANT3
CWHL 2004-2	VARIANT3
CWHL 2004-20	VARIANT3
CWHL 2004-21	VARIANT3
CWHL 2004-22	VARIANT3
CWHL 2004-23	VARIANT3
CWHL 2004-24	VARIANT3
CWHL 2004-25	VARIANT3
CWHL 2004-29	VARIANT3
CWHL 2004-3	VARIANT3
CWHL 2004-4	VARIANT3
CWHL 2004-5	VARIANT3
CWHL 2004-6	VARIANT3
CWHL 2004-7	VARIANT3
CWHL 2004-8	VARIANT3
CWHL 2004-9	VARIANT3
CWHL 2004-HYB1	VARIANT3
CWHL 2004-HYB2	VARIANT3
CWHL 2004-HYB3	VARIANT3
CWHL 2004-HYB4	VARIANT3
CWHL 2004-HYB5	VARIANT3

Trust Name	VARIANT
CWHL 2004-HYB6	VARIANT3
CWHL 2004-HYB7	VARIANT3
CWHL 2004-HYB8	VARIANT3
CWHL 2004-HYB9	VARIANT3
CWHL 2004-J2	VARIANT3
CWHL 2004-J3	VARIANT3
CWHL 2004-J4	VARIANT3
CWHL 2004-J5	VARIANT3
CWHL 2004-J6	VARIANT3
CWHL 2004-J7	VARIANT3
CWHL 2004-J8	VARIANT3
CWHL 2004-J9	VARIANT3
CWHL 2005-1	VARIANT3
CWHL 2005-10	VARIANT3
CWHL 2005-11	VARIANT3
CWHL 2005-12	VARIANT3
CWHL 2005-13	VARIANT3
CWHL 2005-14	VARIANT3
CWHL 2005-15	VARIANT3
CWHL 2005-16	VARIANT3
CWHL 2005-17	VARIANT3
CWHL 2005-18	VARIANT3
CWHL 2005-2	VARIANT3
CWHL 2005-20	VARIANT3
CWHL 2005-21	VARIANT3
CWHL 2005-22	VARIANT3
CWHL 2005-23	VARIANT3
CWHL 2005-24	VARIANT3
CWHL 2005-25	VARIANT3
CWHL 2005-26	VARIANT3
CWHL 2005-27	VARIANT3
CWHL 2005-28	VARIANT3
CWHL 2005-29	VARIANT3

Trust Name	VARIANT
CWHL 2005-3	VARIANT3
CWHL 2005-30	VARIANT3
CWHL 2005-31	VARIANT3
CWHL 2005-5	VARIANT3
CWHL 2005-6	VARIANT3
CWHL 2005-7	VARIANT3
CWHL 2005-9	VARIANT3
CWHL 2005-HY10	VARIANT3
CWHL 2005-HYB1	VARIANT3
CWHL 2005-HYB2	VARIANT3
CWHL 2005-HYB3	VARIANT3
CWHL 2005-HYB4	VARIANT3
CWHL 2005-HYB5	VARIANT3
CWHL 2005-HYB6	VARIANT3
CWHL 2005-HYB7	VARIANT3
CWHL 2005-HYB8	VARIANT3
CWHL 2005-HYB9	VARIANT7
CWHL 2005-J1	VARIANT3
CWHL 2005-J2	VARIANT3
CWHL 2005-J3	VARIANT3
CWHL 2005-J4	VARIANT3
CWHL 2006-1	VARIANT3
CWHL 2006-10	VARIANT5
CWHL 2006-11	VARIANT5
CWHL 2006-12	VARIANT5
CWHL 2006-13	VARIANT5
CWHL 2006-14	VARIANT5
CWHL 2006-15	VARIANT5
CWHL 2006-16	VARIANT5
CWHL 2006-17	VARIANT5
CWHL 2006-18	VARIANT5
CWHL 2006-19	VARIANT5
CWHL 2006-20	VARIANT5

Trust Name	VARIANT
CWHL 2006-21	VARIANT5
CWHL 2006-3	VARIANT4
CWHL 2006-6	VARIANT5
CWHL 2006-8	VARIANT5
CWHL 2006-9	VARIANT5
CWHL 2006-HYB1	VARIANT3
CWHL 2006-HYB2	VARIANT5
CWHL 2006-HYB3	VARIANT5
CWHL 2006-HYB4	VARIANT5
CWHL 2006-HYB5	VARIANT5
CWHL 2006-J1	VARIANT3
CWHL 2006-J2	VARIANT3
CWHL 2006-J3	VARIANT5
CWHL 2006-J4	VARIANT5
CWHL 2006-OA4	VARIANT5
CWHL 2006-OA5	VARIANT4
CWHL 2006-TM1	VARIANT5
CWHL 2007-1	VARIANT5
CWHL 2007-10	VARIANT6
CWHL 2007-11	VARIANT6
CWHL 2007-12	VARIANT6
CWHL 2007-13	VARIANT6
CWHL 2007-14	VARIANT6
CWHL 2007-15	VARIANT6
CWHL 2007-16	VARIANT6
CWHL 2007-17	VARIANT6
CWHL 2007-18	VARIANT6
CWHL 2007-19	VARIANT6
CWHL 2007-2	VARIANT5
CWHL 2007-20	VARIANT6
CWHL 2007-21	VARIANT6
CWHL 2007-3	VARIANT5
CWHL 2007-4	VARIANT5

Trust Name	VARIANT
CWHL 2007-5	VARIANT5
CWHL 2007-6	VARIANT6
CWHL 2007-7	VARIANT6
CWHL 2007-8	VARIANT6
CWHL 2007-9	VARIANT6
CWHL 2007-HY1	VARIANT5
CWHL 2007-HY3	VARIANT6
CWHL 2007-HY4	VARIANT6
CWHL 2007-HY5	VARIANT6
CWHL 2007-HY6	VARIANT6
CWHL 2007-HY7	VARIANT6
CWHL 2007-HYB1	VARIANT5
CWHL 2007-HYB2	VARIANT5
CWHL 2007-J1	VARIANT5
CWHL 2007-J2	VARIANT6
CWHL 2007-J3	VARIANT6
CWHL 2008-1	VARIANT6
CWL 2004-1	VARIANT3
CWL 2004-10	VARIANT3
CWL 2004-11	VARIANT3
CWL 2004-12	VARIANT3
CWL 2004-13	VARIANT3
CWL 2004-14	VARIANT3
CWL 2004-15	VARIANT3
CWL 2004-2	VARIANT3
CWL 2004-3	VARIANT3
CWL 2004-4	VARIANT3
CWL 2004-5	VARIANT3
CWL 2004-6	VARIANT3
CWL 2004-7	VARIANT3
CWL 2004-8	VARIANT3
CWL 2004-9	VARIANT3
CWL 2004-AB1	VARIANT3



Trust Name	VARIANT
CWL 2004-AB2	VARIANT3
CWL 2004-BC2	VARIANT7
CWL 2004-BC3	VARIANT7
CWL 2004-BC4	VARIANT7
CWL 2004-BC5	VARIANT7
CWL 2004-ECC1	VARIANT7
CWL 2004-ECC2	VARIANT7
CWL 2004-S1	VARIANT3
CWL 2004-SD2	VARIANT7
CWL 2004-SD3	VARIANT7
CWL 2004-SD4	VARIANT7
CWL 2005-1	VARIANT3
CWL 2005-10	VARIANT3
CWL 2005-11	VARIANT3
CWL 2005-12	VARIANT3
CWL 2005-13	VARIANT1
CWL 2005-14	VARIANT1
CWL 2005-15	VARIANT1
CWL 2005-16	VARIANT1
CWL 2005-17	VARIANT1
CWL 2005-2	VARIANT3
CWL 2005-3	VARIANT3
CWL 2005-4	VARIANT3
CWL 2005-5	VARIANT3
CWL 2005-6	VARIANT3
CWL 2005-7	VARIANT3
CWL 2005-8	VARIANT3
CWL 2005-9	VARIANT3
CWL 2005-AB1	VARIANT3
CWL 2005-AB2	VARIANT3
CWL 2005-AB3	VARIANT3
CWL 2005-AB4	VARIANT1
CWL 2005-AB5	VARIANT1

Trust Name	VARIANT
CWL 2005-BC1	VARIANT7
CWL 2005-BC2	VARIANT7
CWL 2005-BC3	VARIANT7
CWL 2005-BC4	VARIANT3
CWL 2005-BC5	VARIANT1
CWL 2005-IM1	VARIANT3
CWL 2005-IM2	VARIANT3
CWL 2005-IM3	VARIANT3
CWL 2005-SD1	VARIANT7
CWL 2005-SD2	VARIANT7
CWL 2005-SD3	VARIANT7
CWL 2006-1	VARIANT1
CWL 2006-10	VARIANT1
CWL 2006-11	VARIANT1
CWL 2006-12	VARIANT1
CWL 2006-13	VARIANT1
CWL 2006-14	VARIANT1
CWL 2006-15	VARIANT1
CWL 2006-16	VARIANT1
CWL 2006-17	VARIANT1
CWL 2006-18	VARIANT1
CWL 2006-19	VARIANT1
CWL 2006-2	VARIANT1
CWL 2006-20	VARIANT1
CWL 2006-21	VARIANT1
CWL 2006-22	VARIANT1
CWL 2006-23	VARIANT1
CWL 2006-24	VARIANT1
CWL 2006-25	VARIANT1
CWL 2006-26	VARIANT1
CWL 2006-3	VARIANT1
CWL 2006-4	VARIANT1
CWL 2006-5	VARIANT1

Trust Name	VARIANT
CWL 2006-6	VARIANT1
CWL 2006-7	VARIANT1
CWL 2006-8	VARIANT1
CWL 2006-9	VARIANT1
CWL 2006-ABC1	VARIANT1
CWL 2006-BC1	VARIANT1
CWL 2006-BC2	VARIANT1
CWL 2006-BC3	VARIANT1
CWL 2006-BC4	VARIANT1
CWL 2006-BC5	VARIANT1
CWL 2006-IM1	VARIANT3
CWL 2006-QH1	VARIANT7
CWL 2006-SD1	VARIANT7
CWL 2006-SD2	VARIANT7
CWL 2006-SD3	VARIANT7
CWL 2006-SD4	VARIANT7
CWL 2006-SPS1	VARIANT1
CWL 2006-SPS2	VARIANT1
CWL 2007-1	VARIANT1
CWL 2007-10	VARIANT6
CWL 2007-11	VARIANT6
CWL 2007-12	VARIANT6
CWL 2007-13	VARIANT6
CWL 2007-2	VARIANT1
CWL 2007-3	VARIANT1
CWL 2007-4	VARIANT1
CWL 2007-5	VARIANT1
CWL 2007-6	VARIANT1
CWL 2007-7	VARIANT6
CWL 2007-8	VARIANT6
CWL 2007-9	VARIANT6
CWL 2007-BC1	VARIANT1
CWL 2007-BC2	VARIANT6

Trust Name	VARIANT
CWL 2007-BC3	VARIANT6
CWL 2007-SD1	VARIANT7
CWL 2007-SEA1	VARIANT7
CWL 2007-SEA2	VARIANT7

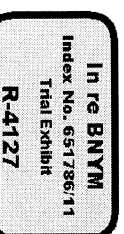
# **EXHIBIT D**

### 530 Trusts Covered under the Countrywide Settlement (by repurchase language variants)

Variants	# of Trusts	# of Loans	Original Collateral	Realized Loss	Active Collateral	Unpaid Principal	
						Loans Modified	Balance at Modification
VARIANT 1	49	299,523	\$56,245,087,780	\$14,139,010,594	\$19,550,439,933	51,608	\$11,132,375,040
VARIANT 2	2	36,235	\$1,386,182,838	\$296,086,504	\$313,350,385	0	\$0
VARIANT 3	264	896,489	\$216,694,292,981	\$15,690,435,010	\$45,735,812,386	40,466	\$10,562,830,860
VARIANT 4	4	8,998	\$3,441,036,865	\$702,781,586	\$835,114,974	779	\$337,591,279
VARIANT 5	124	268,784	\$92,724,366,110	\$15,131,110,564	\$32,956,317,140	26,584	\$9,825,966,104
VARIANT 6	62	124,687	\$44,442,658,905	\$6,887,013,150	\$19,583,971,561	21,050	\$6,695,053,452
VARIANT 7	25	56,971	\$11,044,348,586	\$1,019,777,878	\$1,765,039,463	2,973	\$466,047,388
<b>530</b>	<b>1,691,687</b>	<b>\$425,977,974,065</b>	<b>\$53,866,215,286</b>	<b>\$120,740,045,842</b>	<b>143,460</b>	<b>\$39,019,864,123</b>	

### Note

**\* Data Source** All data above is gathered from the trustee report published by the Bank of New York Mellon at the end of May 2013. Modification data is limited to what the trustee has reported since January 2009 and may or may not capture all modifications that have been performed to date.



# **EXHIBIT E**



CWABS, INC.,  
Depositor

COUNTRYWIDE HOME LOANS, INC.,  
Seller

PARK MONACO INC.,  
Seller

PARK SIENNA LLC,  
Seller

COUNTRYWIDE HOME LOANS SERVICING LP,  
Master Servicer

and

THE BANK OF NEW YORK,  
Trustee

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POOLING AND SERVICING AGREEMENT

Dated as of November 1, 2005

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ASSET-BACKED CERTIFICATES, SERIES 2005-13

REMIC created hereunder to fail to qualify as a REMIC at any time that any Certificates are outstanding:

(1) The Master Servicer shall establish a 90-day liquidation period and notify the Trustee thereof, which shall in turn specify the first day of such period in a statement attached to the Trust Fund's final Tax Return pursuant to Treasury Regulation Section 1.860F-1. The Master Servicer shall prepare a plan of complete liquidation and shall otherwise satisfy all the requirements of a qualified liquidation under Section 860F of the Code and any regulations thereunder, as evidenced by an Opinion of Counsel delivered to the Trustee and the Depositor obtained at the expense of the Terminator;

(2) During such 90-day liquidation period, and at or prior to the time of making the final payment on the Certificates, the Master Servicer as agent of the Trustee shall sell all of the assets of the Trust Fund to the Terminator for cash; and

(3) At the time of the making of the final payment on the Certificates, the Trustee shall distribute or credit, or cause to be distributed or credited, to the Class A-R Certificateholders all cash on hand (other than cash retained to meet claims) related to such Class of Certificates, and the Trust Fund shall terminate at that time.

(b) By their acceptance of the Certificates, the Holders thereof hereby authorize the Master Servicer to specify the 90-day liquidation period for the Trust Fund, which authorization shall be binding upon all successor Certificateholders. The Trustee shall attach a statement to the final federal income tax return for each of any REMIC created hereunder stating that pursuant to Treasury Regulation Section 1.860F-1, the first day of the 90-day liquidation period for each the REMIC was the date on which the Trustee sold the assets of the Trust Fund to the Terminator.

(c) The Trustee as agent for each REMIC created hereunder hereby agrees to adopt and sign such a plan of complete liquidation upon the written request of the Master Servicer, and the receipt of the Opinion of Counsel referred to in Section 9.03(a)(1), and together with the Holders of the Class A-R Certificates agree to take such other action in connection therewith as may be reasonably requested by the Terminator.

## ARTICLE X.

### MISCELLANEOUS PROVISIONS

#### Section 10.01 Amendment.

This Agreement may be amended from time to time by the Depositor, the Master Servicer, the Sellers and the Trustee with the consent of the NIM Insurer, without the consent of any of the Certificateholders (i) to cure any ambiguity, (ii) to correct or supplement any provisions herein, (iii) to conform this Agreement to the Prospectus Supplement or the Prospectus, (iv) to modify, alter, amend, add to or rescind any of the terms or provisions contained in this Agreement to comply with any rules or regulations promulgated by the Securities and Exchange Commission from time to time, or (v) to make such other provisions with respect to matters or questions arising under this Agreement, as shall not be inconsistent

with any other provisions herein if such action shall not, as evidenced by an Opinion of Counsel, adversely affect in any material respect the interests of any Certificateholder; provided that any such amendment shall be deemed not to adversely affect in any material respect the interests of the Certificateholders and no such Opinion of Counsel shall be required if the Person requesting such amendment obtains a letter from each Rating Agency stating that such amendment would not result in the downgrading or withdrawal of the respective ratings then assigned to the Certificates (without regard to the Class AF-5 Policy, in the case of the Class AF-5 Certificates), it being understood and agreed that any such letter in and of itself will not represent a determination as to the materiality of any such amendment and will represent a determination only as to the credit issues affecting any such rating. Any amendment described above made solely to conform this Agreement to the Prospectus or the Prospectus Supplement shall be deemed not to adversely affect in any material respect the interests of the Certificateholders. Notwithstanding the foregoing, no amendment that significantly changes the permitted activities of the trust created by this Agreement may be made without the consent of Certificateholders representing not less than 51% of the Voting Rights of each Class of Certificates affected by such amendment. Each party to this Agreement hereby agrees that it will cooperate with each other party in amending this Agreement pursuant to clause (iv) above.

The Trustee, the Depositor, the Master Servicer and the Sellers with the consent of the NIM Insurer may also at any time and from time to time amend this Agreement, without the consent of the Certificateholders, to modify, eliminate or add to any of its provisions to such extent as shall be necessary or appropriate to maintain the qualification of the Trust Fund as a REMIC under the Code or to avoid or minimize the risk of the imposition of any tax on the Trust Fund pursuant to the Code that would be a claim against the Trust Fund at any time prior to the final redemption of the Certificates, provided that the Trustee has been provided an Opinion of Counsel, which opinion shall be an expense of the party requesting such opinion but in any case shall not be an expense of the Trustee, to the effect that such action is necessary or appropriate to maintain such qualification or to avoid or minimize the risk of the imposition of such a tax.

This Agreement may also be amended from time to time by the Depositor, the Master Servicer, the Sellers and the Trustee with the consent of the NIM Insurer and the Holders of each Class of Certificates affected thereby evidencing not less than 51% of the Voting Rights of such Class for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Holders of Certificates; provided that no such amendment shall (i) reduce in any manner the amount of, or delay the timing of, payments required to be distributed on any Certificate without the consent of the Holder of such Certificate, (ii) adversely affect in any material respect the interests of the Holders of any Class of Certificates in a manner other than as described in (i), without the consent of the Holders of Certificates of such Class evidencing 66% or more of the Voting Rights of such Class, (iii) reduce the aforesaid percentages of Certificates the Holders of which are required to consent to any such amendment without the consent of the Holders of all such Certificates then outstanding, or (iv) adversely affect in any material respect the rights or interests of the Class AF-5 Insurer in any of the provisions of this Agreement without its consent, which consent shall not be unreasonably withheld.

Notwithstanding any contrary provision of this Agreement, no amendment shall adversely affect in any material respect the Swap Counterparty without the prior written consent

of the Swap Counterparty, which consent shall not be unreasonably withheld. CHL shall provide the Swap Counterparty with prior written notice of any proposed material amendment of this Agreement.

Notwithstanding any contrary provision of this Agreement, the Trustee and the NIM Insurer shall not consent to any amendment to this Agreement unless each shall have first received an Opinion of Counsel satisfactory to the Trustee and the NIM Insurer, which opinion shall be an expense of the party requesting such amendment but in any case shall not be an expense of the Trustee or the NIM Insurer, to the effect that such amendment will not cause the imposition of any tax on the Trust Fund or the Certificateholders or cause any REMIC formed hereunder to fail to qualify as a REMIC at any time that any Certificates are outstanding.

Promptly after the execution of any amendment to this Agreement, the Trustee shall furnish written notification of the substance of such amendment to the Class AF-5 Insurer, the Swap Counterparty and, if the amendment required the consent of Certificateholders, to each Certificateholder and each Rating Agency.

It shall not be necessary for the consent of Certificateholders under this Section to approve the particular form of any proposed amendment, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents and of evidencing the authorization of the execution thereof by Certificateholders shall be subject to such reasonable regulations as the Trustee may prescribe.

Nothing in this Agreement shall require the Trustee to enter into an amendment without receiving an Opinion of Counsel, reasonably satisfactory to the Trustee and the NIM Insurer that (i) such amendment is permitted and is not prohibited by this Agreement and that all requirements for amending this Agreement have been complied with; and (ii) either (A) the amendment does not adversely affect in any material respect the interests of any Certificateholder or (B) the conclusion set forth in the immediately preceding clause (A) is not required to be reached pursuant to this Section 10.01.

#### Section 10.02 Recordation of Agreement; Counterparts.

This Agreement is subject to recordation in all appropriate public offices for real property records in all the counties or other comparable jurisdictions in which any or all of the properties subject to the Mortgages are situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected by the Master Servicer at its expense.

For the purpose of facilitating the recordation of this Agreement as herein provided and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

#### Section 10.03 Governing Law.

**THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THE STATE**

# **EXHIBIT F**

# Exhibit F 1

1922

1

J. Kravitt - by Petitioner - Cross/Mr. Loeser

18 Q Now, the trustee's position is that loan modification  
19 repurchase provisions are not materially different in any of  
02:23:30 20 the 530 governing documents; is that right?

21 A No.

22 Q So the trustee recognizes that the Loan Modification  
23 Repurchase Agreements are, in fact, materially different in the  
24 530 PSAs?

02:23:45 25 A They are worded differently.

26 Q I understand that you think they are worded

1923

2 differently, but do you believe that they all mean materially  
3 the same thing?

4 A Well, let me think about that. I don't think they all  
02:24:02 5 are materially the same.

6 Q Now, in your settlement negotiations with Bank of  
7 America, you treated all 530 trusts the same with regard to the  
8 loan modification repurchase provisions; isn't that correct?

9 A I did.

# Exhibit F2

1923

1 J. Kravitt - by Petitioner - Cross/Mr. Loeser

17 Q Prior to entry of the settlement, the trustee did not  
18 calculate the unpaid principal balance at the time of  
19 modification of loans in the Covered Trust that had been  
02:24:44 20 modified; is that correct?

21 A That's correct.

22 Q And prior to entry of the settlement, the trustee did  
23 not calculate the unpaid principal balance at the time of  
24 modification of the loans that had been modified in lieu of  
02:24:58 25 refinance either, did it?

26 A No, it did not.

1924

2 Q And you didn't direct anyone to do that analysis, did  
3 you?

4 A I did not, but to --

02:25:11 5 Q That is enough. That is enough, Mr. Kravitt.

6 A I want to make sure I answered the question. I think  
7 you said to calculate the principal balance. Is that -- that  
8 what you said?

9 Q At the time of modification, yes?

02:25:23 10 A Yes, that's right.

Page 2172

J. Kravitt - by Petitioners - Recross/Loeser

8 Q And before entering into the settlement, you did not  
9 calculate the unpaid principal balance at the time of  
10 modification for each category of PSA or overall for the trust  
11 as a whole; is that correct?

12 A That's correct.

13 Q And so when you decided that it was not worth pursuing  
14 any recovery for the failure to repurchase modified loans, you  
15 did not know the dollar amount of the potential recovery if,  
16 contrary to your analysis, the Court determined that there was  
17 a repurchase obligation for modified loans; is that correct?

18 A That's correct.



## Exhibit F 2

2412

1 R. Bailey - by Petitioners - Cross/Loeser

11:07:11 5 Q Did you discuss the fact that no effort was made by  
6 the Trustee to determine the potential liability faced by the  
7 Master Servicer or Seller relating to repurchase of modified  
8 loans in the Covered Trusts?

9 A Specifically loan mods?

11:07:27 10 Q Right.

11 A No, I don't believe so.



## Exhibit F 3

2684

1

LANDAU-PETITIONER-CROSS (KASWAN)

00:01:18 10

Q In your expert opinion, sir, a Trustee can release a  
claim without understanding its value?

12

MS. PATRICK: Objection. Asked and answered.

13

THE COURT: You can answer it.

14

A Could you rephrase the question please?

00:01:35 15

MR. LOESER: Your Honor --

16

A Or repeat the question.

17

THE COURT: Fine.

18

(Read back.

19

A No, I don't think so.

# Exhibit F 4

3195

Stanley - by Petitioner - Cross/Loeser

Q And during the Trust Committee meeting you did not discuss the potential liability faced by the master servicer, Countrywide, relating to the repurchase of modified mortgage loans in the Covered Trusts; is that correct?

A Not that I remember.

Q You don't remember discussing that?

A Correct.

Q And speaking more broadly than the Trust Committee, at no point in the settlement process when you were being updated on the negotiations, the topic of loan modifications specifically with regard to the repurchase of modified loans was not discussed, right?

A Not that I recall.

Q And there was no discussion at the Trust Committee meeting of the provisions in the PSAs that concerned the repurchase of modified loans; is that correct?

A Of the concern? I didn't hear your question.

3196

Q No discussion of the portions of the PSAs that concern the repurchase of modified loans; is that correct?

A I don't recall that.

# Exhibit F5

3195

1 Stanley - by Petitioner - Cross/Loeser

10 Q And during the Trust Committee meeting you did not  
11 discuss the potential liability faced by the master servicer,  
12 Countrywide, relating to the repurchase of modified mortgage  
13 loans in the Covered Trusts; is that correct?

14 A Not that I remember.

15 Q You don't remember discussing that?

16 A Correct.

17 Q And speaking more broadly than the Trust Committee, at  
18 no point in the settlement process when you were being updated  
19 on the negotiations, the topic of loan modifications  
20 specifically with regard to the repurchase of modified loans was  
21 not discussed, right?

22 A Not that I recall.

23 Q And there was no discussion at the Trust Committee  
24 meeting of the provisions in the PSAs that concerned the  
25 repurchase of modified loans; is that correct?

26 A Of the concern? I didn't hear your question.

3196

2 Q No discussion of the portions of the PSAs that concern  
3 the repurchase of modified loans; is that correct?

4 A I don't recall that.



## Exhibit F 5

1 Waterstredt - by Petitioner - Cross/Loeser

11 At any point during the settlement-negotiation  
12 process, did you determine the amount that the seller or master  
13 servicer would have to pay to repurchase modified loans if they  
14 had that obligation?

12:51 15 A No, I don't recall that, a specific number being  
16 discussed.

17 Q And are you aware of whether the trustee did that  
18 analysis?

19 A I'm not aware of them having done that. I don't think  
12:51 20 that's something they would have communicated do me.

21 Q Are you aware of anyone else in your bondholder group  
22 that did that analysis?

23 A Again, I'm not aware of anyone having come up with a  
24 number. I'm aware of members discussing the issue.

12:52 25 Q But there was no calculation of the loss that  
26 potentially could result from that claim?

973

2 A No.

# Exhibit F 6

1923

1

J. Kravitt - by Petitioner - Cross/Mr. Loeser

02:24:16 10 Q And you did not seek a recovery, specifically, for the  
11 failure to repurchase modified loans for any of the 530 Trusts;  
12 isn't that correct?

13 A That is correct.

14 Q That was not the subject of your negotiations with  
02:24:29 15 Bank of America; is that correct?

16 A That's correct.

1925

02:27:13 25 Q Now, when calculating Bank of America's total  
26 potential liability, the bondholders group did not include

1926

2 potential liability for the failure to repurchase modified  
3 loans, did it?

4 A We did not because we didn't think it was a strong  
02:27:27 5 argument.

6 Q Okay. And the trustee also did not calculate  
7 liability for the failure to repurchase modified loans when it  
8 was calculating the total potential liability; is that right?

9 A That's right because we believed it was not a strong  
02:27:43 10 argument.

11 Q And whether you believed it was a strong argument or  
12 not, you didn't do the calculations; is that right?

13 A That's correct.



# Exhibit F 7

1930

1

J. Kravitt - by Petitioner - Cross/Mr. Loeser

11 Q Now, is it fair to say that it was Bank of America's  
12 idea to include in the release a release of all claims related  
13 to the repurchase of any mortgage loan?

14 A I think Bank of America drafted the first version of  
02:33:30 15 Section 9, so probably it was their words.

16 Q Okay. And then they -- that is something that Bank of  
17 America wanted, right?

18 A Right. They were not going to agree to the payment of  
19 that much cash and the undertaking of the various other  
02:33:47 20 remedies they agreed to without releases with regard to those  
21 activities.

22 Q Okay. And so this release, specifically, the release  
23 of claims relating to the repurchase of the mortgage loans  
24 benefited Bank of America, would you agree?

02:34:03 25 A I think that is a -- if they had the -- if they had  
26 any obligations, then it benefited them. If it didn't have any

1931

2 additional obligations, then it was neutral.

3 Q Well, you would agree that it benefited a potential  
4 source of liability --

02:34:20 5 A Yes. I don't mean to --

6 Q -- sorry. I need to finish the question. It releases  
7 the potential source of the liability for Bank of America,  
8 correct?

9 A Yes.

1 J. Kravitt - by Petitioner - Cross/Mr. Loeser

02:34:33 10 Q Now, you understand that if the settlement is  
11 approved, the loan modification procedure that is set forth in  
12 the settlement will govern loan modifications on a  
13 going-forward basis?

14 A The loan modification procedure as set forth in the  
02:34:48 15 settlement, you mean for credit mitigations?

16 Q Right.

17 A Yes.

18 Q For the procedures discussed --

19 A Yes.

02:34:55 20 Q -- in the settlement, it's the settlement that  
21 controls --

22 A Yes.

23 Q -- from that point forward?

24 A That's right.

02:35:00 25 Q And modifications done according to the terms of the  
26 settlement are deemed permissible under the governing

2 documents; is that correct?

3 A That's correct.

4 Q So, the settlement modification language, in other  
02:35:12 5 words, becomes the "operative language" for modifications,  
6 right?



1 J. Kravitt - by Petitioner - Cross/Mr. Loeser

7 A That's right, as we regarded it to give the parties  
8 more rights than they had before the settlement, the trustee  
9 and the certificate holders.

02:35:31 10 Q And the modification language in the settlement is, in  
11 fact, not the same as the modification language in the PSAs; is  
12 that correct?

13 A Right. As I said, I believe --

14 Q "Right" is good for now, Mr. Kravitt. On redirect you  
02:35:43 15 can fill in any blanks. Okay?

16 One of the things that was changed was there was  
17 express authorization, as you have said, to make  
18 distressed-loan modifications, right?

19 A Correct.

02:35:57 20 Q That was missing in the PSAs before, or at least in  
21 some of them, correct?

22 A There were not specific references to it in the PSAs.

23 Q And, in addition, in the PSAs there was language  
24 referring, specifically, to "the obligation to repurchase  
02:36:18 25 modified mortgage loans"; is that correct?

26 A There were references to repurchasing -- refinancing

2 mortgage loans, and sometimes there were reference that were  
3 general references to repurchases.



# Exhibit F 8

1933

1 J. Kravitt - by Petitioner - Cross/Mr. Loeser

4 Q Okay. And now, that language, that specific language  
02:36:37 5 about repurchasing mortgage loans, that's not included in the  
6 Settlement Agreement; is that right?

7 A The language on refi's is not -- not in the Settlement  
8 Agreement because the Settlement Agreement didn't change the  
9 bank's obligations with regard to refinancing obligations.

02:37:02 10 Q All right. But you recognize that in the PSAs there  
11 were provisions that talked about repurchasing any modified  
12 loan that did not expressly indicate or separate out  
13 repurchasing in lieu of refinancing modified loans?

14 A Some PSAs had general language, that is correct.

02:37:20 15 Q And what I'm asking is: That general language is not  
16 included in the loan modification provisions that are detailed  
17 in the Settlement Agreement; is that right?

18 A That's right, because I didn't believe that it applied  
19 to loan mods on account of credit mitigation.

02:37:34 20 Q Nonetheless, it's not there, right?

21 A It's not.

22 Q The language is not there?

23 A It's not there.