



BNY MELLON

**NOTICE OF A JUDICIAL INSTRUCTION PROCEEDING  
CONCERNING THE PROPER DISTRIBUTION TO CERTIFICATEHOLDERS  
IN THE 530 SETTLEMENT TRUSTS OF THE \$8.5 BILLION SETTLEMENT  
PAYMENT RELATING TO THE COUNTRYWIDE SETTLEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN TO THE HOLDERS AND BENEFICIAL OWNERS (**"CERTIFICATEHOLDERS"**) OF THE CERTIFICATES AND NOTES (THE **"SUBJECT SECURITIES"**) ISSUED BY THE FIVE HUNDRED AND THIRTY (530) COUNTRYWIDE MORTGAGE-BACKED SECURITIZATION TRUSTS LISTED IN **SCHEDULE I** HERETO (THE **"COVERED TRUSTS"**) AND OTHER PERSONS POTENTIALLY INTERESTED IN THE COVERED TRUSTS. THIS NOTICE (THE **"NOTICE"**) CONTAINS IMPORTANT INFORMATION CONCERNING THE IMPLEMENTATION OF THE SETTLEMENT AGREEMENT, DATED JUNE 28, 2011 (THE **"COUNTRYWIDE SETTLEMENT AGREEMENT"**), BETWEEN THE BANK OF NEW YORK MELLON, AS TRUSTEE OR INDENTURE TRUSTEE FOR THE COVERED TRUSTS ON THE ONE HAND AND BANK OF AMERICA CORPORATION, COUNTRYWIDE HOME LOANS, INC., COUNTRYWIDE FINANCIAL CORPORATION, AND BANK OF AMERICA, N.A. (AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP) ON THE OTHER.

**TO DEPOSITORIES, NOMINEES, CUSTODIANS AND OTHER INTERMEDIARIES:** THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO BENEFICIAL OWNERS OF THE SUBJECT SECURITIES. ALL DEPOSITORIES, NOMINEES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RETRANSMITTAL TO THE BENEFICIAL OWNERS OF SUCH SECURITIES OR OTHER SUCH REPRESENTATIVES WHO ARE AUTHORIZED TO TAKE ACTION IMMEDIATELY. YOUR FAILURE TO ACT PROMPTLY IN COMPLIANCE WITH THIS PARAGRAPH MAY IMPAIR THE ABILITY OF THE BENEFICIAL OWNERS ON WHOSE BEHALF YOU ACT TO TAKE APPROPRIATE ACTIONS CONCERNING THE MATTERS DESCRIBED IN THIS NOTICE.

**TO CERTIFICATEHOLDERS AND OTHER NOTICE RECIPIENTS:** YOU SHOULD READ THIS NOTICE AND THE MATERIALS ATTACHED HERETO AND/OR REFERENCED HEREIN THOROUGHLY AND CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. ANY INSTRUCTIONS GIVEN BY THE COURT AS PART OF THE JUDICIAL INSTRUCTION PROCEEDING DESCRIBED IN THIS NOTICE COULD MATERIALLY AFFECT YOUR INTERESTS. YOU SHOULD DISCUSS THE INFORMATION HEREIN WITH YOUR ATTORNEY AND/OR OTHER ADVISORS. IF YOU DO NOT HAVE AN ATTORNEY OR ADVISOR, YOU MAY WISH TO ENGAGE ONE. YOU SHOULD NOT RELY ON THIS NOTICE AS YOUR SOLE SOURCE OF INFORMATION.

February 5, 2016

This Notice is given by The Bank of New York Mellon, as trustee or indenture trustee (the “Trustee”) under the Pooling and Servicing Agreements and Indentures and related Sales and Servicing Agreements (collectively, the “Governing Agreements”) governing the Covered Trusts. Capitalized terms used but not defined in this Notice shall have the meanings ascribed to them in the Governing Agreements or the Countrywide Settlement Agreement, as applicable.

## **I. Background**

Pursuant to Subparagraph 3(a) of the Countrywide Settlement Agreement<sup>1</sup>, Bank of America and/or Countrywide are required to pay or cause to be paid, no later than February 10, 2016<sup>2</sup>, an aggregate settlement payment of eight billion five hundred million dollars (\$8,500,000,000) (the “Settlement Payment”) to the Covered Trusts. It is the Trustee’s understanding that Bank of America and/or Countrywide intend to wire such payment on or about, but no later than, February 10, 2016.

The Countrywide Settlement Agreement requires the Trustee to distribute the Allocable Share of each Covered Trust<sup>3</sup> to the certificateholders or noteholders in such Covered Trust in accordance with the provisions of the Governing Agreements.

In preparing for the distribution of the Allocable Shares to Certificateholders, the Trustee has observed that due to the unusually large amounts of Subsequent Recoveries resulting from the Allocable Shares, the requirement of the Settlement Agreement of “paying first, and writing-up second”—which has been the Trustee’s approach with regard to regular Subsequent Recoveries—raises certain contractual issues that affect the distribution of billions of dollars among Certificateholders. These contractual questions are subject to competing interpretations and their resolution bears directly upon the proper distribution of the Allocable Shares to Certificateholders. While the Trustee has no economic stake or interest in the ultimate resolution of these contractual questions, resolution of these contractual questions is needed before the Allocable Shares of the Covered Trusts can be distributed to Certificateholders.

## **II. Notice of a Judicial Instruction Proceeding**

The Trustee hereby gives notice that, on the date hereof, the Trustee filed the Verified Petition attached as Exhibit A hereto (the “Petition”) and commenced a judicial instruction proceeding pursuant to CPLR § 7701, captioned *In the matter of the application of The Bank of New York Mellon*, (Index No. 150973/2016) (the “Article 77 Proceeding”), in the Supreme Court

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<sup>1</sup> The Countrywide Settlement Agreement is available at: <http://www.cwrmbssettlement.com/docs/Exh%20B.pdf>.

<sup>2</sup> The “Approval Date” of the Countrywide Settlement Agreement occurred on October 13, 2015 (see <http://www.cwrmbssettlement.com/docs/10-13-15NoticeConcerningOccurrenceofApprovalDate.pdf>). February 10, 2016 is the 120th day following the “Approval Date.”

<sup>3</sup> For a list of the Allocable Shares of the Covered Trusts (or, if applicable, their Loan Groups) see: [http://www.cwrmbssettlement.com/docs/1.11.16 Informational Notice Concerning Expert Allocation Report.pdf](http://www.cwrmbssettlement.com/docs/1.11.16%20Informational%20Notice%20Concerning%20Expert%20Allocation%20Report.pdf).

of the State of New York, County of New York (the “Court”). In the Article 77 Proceeding, the Trustee is seeking, *inter alia*, Court instruction concerning the contractual questions set out in the Petition. The contractual questions described in the Petition relate to the distribution provisions of the Governing Agreements. The resolution of these contractual questions bears directly upon the proper distribution of the Allocable Shares to Certificateholders and will dictate how – and to whom – the Allocable Shares of the Covered Trusts will be distributed.

The Court’s disposition of the Article 77 Proceeding will affect the rights and interests of certain Certificateholders in the Covered Trusts and their successors-in-interest and assigns. All Certificateholders in the Covered Trusts will be bound by the Article 77 Proceeding whether or not they appeared or made any submission in the matter.

The Petition, any submissions and responses thereto, any orders entered by the Court in the Article 77 Proceeding, and any other documents filed with the Court will be available at the Court’s website: <http://iapps.courts.state.ny.us/iscroll/>.

**YOU ARE URGED TO REVIEW THE PETITION CAREFULLY AND TO CONSULT WITH YOUR ADVISORS.**

### **III. Notice of Order to Show Cause and Approval of Escrow Agreement**

The Trustee hereby gives notice that, on the date hereof, the Court entered the Order to Show Cause attached as Exhibit B hereto (the “Order to Show Cause”) which provides, *inter alia*, that:

- a preliminary status conference with counsel (the “Preliminary Status Conference”) will be held on **February 23, 2016** at **10:00 A.M** at IAS Part 39 in Room 208 of the Supreme Court of the State of New York, County of New York, 60 Centre Street, New York, New York 10007. No Interested Person (as defined below), other than Interested Persons who are natural persons, will be heard at the Preliminary Status Conference unless such person’s counsel has filed a notice of appearance by the date of the conference;
- a hearing on the Petition (the “Hearing”) will be held on a date to be determined at IAS Part 39 in Room 208 of the Supreme Court of the State of New York, County of New York, 60 Centre Street, New York, New York 10007. Any person claiming an interest in any of the Covered Trusts (“Interested Person” and, all such persons, collectively, “Interested Persons”) who wishes to be heard on the merits of the questions presented by the Petition may appear by counsel or (subject to the limitations imposed by CPLR 321(a)) in person at the Hearing and present such evidence or argument as may be proper and relevant; provided, however, that, except for good cause shown, no Interested Person shall be heard and nothing submitted by any Interested Person shall be considered by the Court unless such Interested Person has filed an Answer to the Verified Petition, and any supporting papers (“Merits Submissions”), on or before March 4, 2016;

- responses to Merits Submissions may be filed electronically within ten (10) days after the deadline for Merits Submissions;
- any Certificateholder who fails to appear at the Final Hearing in the manner described in the Order to Show Cause shall be deemed to have waived the right to be heard on the questions presented by the Petition (including any right of appeal) and shall forever be barred from raising the right to be heard on such questions in the Article 77 Proceeding or any other action or proceeding, unless the Court orders otherwise;
- as an interim measure necessary to permit the Court to direct the Trustee on the distribution of the Allocable Shares within each Covered Trust, the Trustee is directed to enter into an escrow agreement substantially in the form of the draft escrow agreement attached as Exhibit C hereto (the “Escrow Agreement”); The Bank of New York Mellon is appointed as escrow agent under the Escrow Agreement (the “Escrow Agent”); the Trustee is directed to deposit the entire Settlement Payment into the escrow account identified in the Escrow Agreement (the “Escrow Account”); and the Escrow Agent is directed to use commercially reasonable efforts to keep the Settlement Payment invested and reinvested in the institutional class shares of the following short-term United States Treasury money market mutual funds (the “Funds”):
  - Goldman Sachs Financial Square Treasury Instruments Fund Institutional (Ticker: FTIXX);
  - Morgan Stanley Institutional Liquidity Funds Treasury Securities Portfolio Institutional (Ticker: MSUXX);
  - Blackrock Liquidity Funds Treasury Trust Institutional Shares (Ticker: TTTXX);
  - Federated U.S. Treasury Cash Reserves Institutional (Ticker: UTIXX);
  - Western Asset Institutional U.S. Treasury Reserves Institutional Shares (Ticker: CIIXX);
  - Fidelity Institutional Money Market Funds Treasury Only Portfolio Class 1 (Ticker: FSIXX);
- the Settlement Payment shall be allocated among the Funds pro rata on the basis of their respective assets under management and any interest earned will be re-invested into the Funds and shall inure to the benefit of Certificateholders;

In addition, on February 5, 2016, the Court orally instructed the Trustee to advise Certificateholders, and Certificateholders are hereby advised, that the escrow arrangement and escrow investments described above need not be permanent, and that Certificateholders may propose to the Court alternative means for handling the Settlement Payment during the pendency of the Article 77 Proceeding.



**YOU ARE URGED TO REVIEW THE ORDER TO SHOW CAUSE CAREFULLY AND TO CONSULT WITH YOUR ADVISORS.**

**IV. Miscellaneous**

If you have any questions regarding this Notice, please contact the Trustee by email at [Questions@cwrmbsettlement.com](mailto:Questions@cwrmbsettlement.com) or by telephone at (866) 294-7876 or (614) 569-0289.

This Notice summarizes the Article 77 Proceeding and is not a complete statement of the Article 77 Proceeding or a summary or statement of relevant law or of relevant legal procedures. Certificateholders and other potentially interested persons are urged to carefully consider the implications of the Article 77 Proceeding and to consult with their own legal and financial advisors.

Certificateholders and other persons interested in the Covered Trusts should not rely on the Trustee, Trustee's counsel, experts or other advisors retained by the Trustee, as their sole source of information.

THE TRUSTEE MAY CONCLUDE THAT A SPECIFIC RESPONSE TO PARTICULAR INQUIRIES FROM INDIVIDUAL CERTIFICATEHOLDER IS NOT CONSISTENT WITH EQUAL AND FULL DISSEMINATION OF MATERIAL INFORMATION TO ALL CERTIFICATEHOLDERS. NOTHING HEREIN IS INTENDED TO, OR SHALL, WAIVE ANY TERM OR PROVISION OF ANY GOVERNING AGREEMENT, OR ANY RIGHTS OF THE TRUSTEE THEREUNDER, ALL OF WHICH ARE HEREBY FULLY RESERVED.

NOTE, THE TRUSTEE MAKES NO RECOMMENDATIONS AND GIVES NO INVESTMENT ADVICE HEREIN OR AS TO THE SUBJECT SECURITIES GENERALLY. FURTHERMORE, THE TRUSTEE MAKES NO REPRESENTATION AND ACCEPTS NO RESPONSIBILITY OR LIABILITY AS TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION PROVIDED HEREIN. THIS NOTICE DOES NOT CONSTITUTE ACCOUNTING, LEGAL, OR TAX ADVICE; YOU SHOULD SEEK YOUR OWN ADVICE ON THIS MATTER.

NOTICE PURSUANT TO IRS CIRCULAR 230. THIS DISCUSSION IS NOT INTENDED OR WRITTEN BY THE TRUSTEE OR ITS COUNSEL TO BE USED, AND CANNOT BE USED, BY ANY PERSON FOR THE PURPOSE OF AVOIDING TAX PENALTIES THAT MAY BE IMPOSED UNDER U.S. TAX LAWS. EACH PERSON SHOULD SEEK ADVICE BASED ON THE PERSON'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR CONCERNING THE POTENTIAL TAX CONSEQUENCES OF ACTIONS DESCRIBED HEREIN.

THE BANK OF NEW YORK MELLON, as  
Trustee for the Covered Trusts

## **SCHEDULE I**

### **LIST OF COVERED TRUSTS**

**[Attached]**

## **List of Covered Trusts**

1.	CWALT 2004-10CB	50.	CWALT 2005-19CB	99.	WALT 2005-65CB
2.	CWALT 2004-12CB	51.	CWALT 2005-1CB	100.	CWALT 2005-66
3.	CWALT 2004-13CB	52.	CWALT 2005-2	101.	CWALT 2005-67CB
4.	CWALT 2004-14T2	53.	CWALT 2005-20CB	102.	CWALT 2005-69
5.	CWALT 2004-15	54.	CWALT 2005-21CB	103.	CWALT 2005-6CB
6.	CWALT 2004-16CB	55.	CWALT 2005-22T1	104.	CWALT 2005-70CB
7.	CWALT 2004-17CB	56.	CWALT 2005-23CB	105.	CWALT 2005-71
8.	CWALT 2004-18CB	57.	CWALT 2005-24	106.	CWALT 2005-72
9.	CWALT 2004-20T1	58.	CWALT 2005-25T1	107.	CWALT 2005-73CB
10.	CWALT 2004-22CB	59.	CWALT 2005-26CB	108.	CWALT 2005-74T1
11.	CWALT 2004-24CB	60.	CWALT 2005-27	109.	CWALT 2005-75CB
12.	CWALT 2004-25CB	61.	CWALT 2005-28CB	110.	CWALT 2005-76
13.	CWALT 2004-26T1	62.	CWALT 2005-29CB	111.	CWALT 2005-77T1
14.	CWALT 2004-27CB	63.	CWALT 2005-30CB	112.	CWALT 2005-79CB
15.	CWALT 2004-28CB	64.	CWALT 2005-31	113.	CWALT 2005-7CB
16.	CWALT 2004-29CB	65.	CWALT 2005-32T1	114.	CWALT 2005-80CB
17.	CWALT 2004-2CB	66.	CWALT 2005-33CB	115.	CWALT 2005-81
18.	CWALT 2004-30CB	67.	CWALT 2005-34CB	116.	CWALT 2005-82
19.	CWALT 2004-32CB	68.	CWALT 2005-35CB	117.	CWALT 2005-83CB
20.	CWALT 2004-33	69.	CWALT 2005-36	118.	CWALT 2005-84
21.	CWALT 2004-34T1	70.	CWALT 2005-37T1	119.	CWALT 2005-85CB
22.	CWALT 2004-35T2	71.	CWALT 2005-38	120.	CWALT 2005-86CB
23.	CWALT 2004-36CB	72.	CWALT 2005-3CB	121.	CWALT 2005-9CB
24.	CWALT 2004-3T1	73.	CWALT 2005-4	122.	CWALT 2005-AR1
25.	CWALT 2004-4CB	74.	CWALT 2005-40CB	123.	CWALT 2005-IM1
26.	CWALT 2004-5CB	75.	CWALT 2005-41	124.	CWALT 2005-J1
27.	CWALT 2004-6CB	76.	CWALT 2005-42CB	125.	CWALT 2005-J10
28.	CWALT 2004-7T1	77.	CWALT 2005-43	126.	CWALT 2005-J11
29.	CWALT 2004-8CB	78.	CWALT 2005-44	127.	CWALT 2005-J12
30.	CWALT 2004-9T1	79.	CWALT 2005-45	128.	CWALT 2005-J13
31.	CWALT 2004-J10	80.	CWALT 2005-46CB	129.	CWALT 2005-J14
32.	CWALT 2004-J11	81.	CWALT 2005-47CB	130.	CWALT 2005-J2
33.	CWALT 2004-J12	82.	CWALT 2005-48T1	131.	CWALT 2005-J3
34.	CWALT 2004-J13	83.	CWALT 2005-49CB	132.	CWALT 2005-J4
35.	CWALT 2004-J2	84.	CWALT 2005-50CB	133.	CWALT 2005-J5
36.	CWALT 2004-J3	85.	CWALT 2005-51	134.	CWALT 2005-J6
37.	CWALT 2004-J4	86.	CWALT 2005-52CB	135.	CWALT 2005-J7
38.	CWALT 2004-J5	87.	CWALT 2005-53T2	136.	CWALT 2005-J8
39.	CWALT 2004-J6	88.	CWALT 2005-54CB	137.	CWALT 2005-J9
40.	CWALT 2004-J7	89.	CWALT 2005-55CB	138.	CWALT 2006-11CB
41.	CWALT 2004-J8	90.	CWALT 2005-56	139.	CWALT 2006-12CB
42.	CWALT 2004-J9	91.	CWALT 2005-57CB	140.	CWALT 2006-13T1
43.	CWALT 2005-10CB	92.	CWALT 2005-58	141.	CWALT 2006-14CB
44.	CWALT 2005-11CB	93.	CWALT 2005-59	142.	CWALT 2006-15CB
45.	CWALT 2005-13CB	94.	CWALT 2005-60T1	143.	CWALT 2006-16CB
46.	CWALT 2005-14	95.	CWALT 2005-61	144.	CWALT 2006-17T1
47.	CWALT 2005-16	96.	CWALT 2005-62	145.	CWALT 2006-18CB
48.	CWALT 2005-17	97.	CWALT 2005-63	146.	CWALT 2006-19CB
49.	CWALT 2005-18CB	98.	CWALT 2005-64CB	147.	CWALT 2006-20CB

148.	CWALT 2006-21CB	197.	CWALT 2006-OA18	246.	CWALT 2007-HY4
149.	CWALT 2006-23CB	1998.	CWALT 2006-OA19	247.	CWALT 2007-HY6
150.	CWALT 2006-24CB	199.	CWALT 2006-OA2	248.	CWALT 2007-HY7C
151.	CWALT 2006-25CB	200.	CWALT 2006-OA21	249.	CWALT 2007-HY8C
152.	CWALT 2006-26CB	201.	CWALT 2006-OA22	250.	CWALT 2007-HY9
153.	CWALT 2006-27CB	202.	CWALT 2006-OA3	251.	CWALT 2007-J1
154.	CWALT 2006-28CB	203.	CWALT 2006-OA6	252.	CWALT 2007-J2
155.	CWALT 2006-29T1	204.	CWALT 2006-OA7	253.	CWALT 2007-OA10
156.	CWALT 2006-2CB	205.	CWALT 2006-OA8	254.	CWALT 2007-OA11
157.	CWALT 2006-30T1	206.	CWALT 2006-OA9	255.	CWALT 2007-OA2
158.	CWALT 2006-31CB	207.	CWALT 2006-OC1	256.	CWALT 2007-OA3
159.	CWALT 2006-32CB	208.	CWALT 2006-OC10	257.	CWALT 2007-OA4
160.	CWALT 2006-33CB	209.	CWALT 2006-OC11	258.	CWALT 2007-OA6
161.	CWALT 2006-34	210.	CWALT 2006-OC2	259.	CWALT 2007-OA7
162.	CWALT 2006-35CB	211.	CWALT 2006-OC3	260.	CWALT 2007-OA8
163.	CWALT 2006-36T2	212.	CWALT 2006-OC4	261.	CWALT 2007-OA9
164.	CWALT 2006-39CB	213.	CWALT 2006-OC5	262.	CWALT 2007-OH1
165.	CWALT 2006-40T1	214.	CWALT 2006-OC6	263.	CWALT 2007-OH2
166.	CWALT 2006-41CB	215.	CWALT 2006-OC7	264.	CWALT 2007-OH3
167.	CWALT 2006-42	216.	CWALT 2006-OC8	265.	CWHL 2006-A
168.	CWALT 2006-43CB	217.	CWALT 2006-OC9	266.	CWHL 2007-G
169.	CWALT 2006-45T1	218.	CWALT 2007-10CB	267.	CWHL 2004-10
170.	CWALT 2006-46	219.	CWALT 2007-11T1	268.	CWHL 2004-11
171.	CWALT 2006-4CB	220.	CWALT 2007-12T1	269.	CWHL 2004-12
172.	CWALT 2006-5T2	221.	CWALT 2007-13	270.	CWHL 2004-13
173.	CWALT 2006-6CB	222.	CWALT 2007-14T2	271.	CWHL 2004-14
174.	CWALT 2006-7CB	223.	CWALT 2007-15CB	272.	CWHL 2004-15
175.	CWALT 2006-8T1	224.	CWALT 2007-16CB	273.	CWHL 2004-16
176.	CWALT 2006-9T1	225.	CWALT 2007-17CB	274.	CWHL 2004-18
177.	CWALT 2006-HY10	226.	CWALT 2007-18CB	275.	CWHL 2004-19
178.	CWALT 2006-HY11	227.	CWALT 2007-19	276.	CWHL 2004-2
179.	CWALT 2006-HY12	228.	CWALT 2007-1T1	277.	CWHL 2004-20
180.	CWALT 2006-HY13	229.	CWALT 2007-20	278.	CWHL 2004-21
181.	CWALT 2006-HY3	230.	CWALT 2007-21CB	279.	CWHL 2004-22
182.	CWALT 2006-J1	231.	CWALT 2007-22	280.	CWHL 2004-23
183.	CWALT 2006-J2	232.	CWALT 2007-23CB	281.	CWHL 2004-24
184.	CWALT 2006-J3	233.	CWALT 2007-24	282.	CWHL 2004-25
185.	CWALT 2006-J4	234.	CWALT 2007-25	283.	CWHL 2004-29
186.	CWALT 2006-J5	235.	CWALT 2007-2CB	284.	CWHL 2004-3
187.	CWALT 2006-J6	236.	CWALT 2007-3T1	285.	CWHL 2004-4
188.	CWALT 2006-J7	237.	CWALT 2007-4CB	286.	CWHL 2004-5
189.	CWALT 2006-J8	238.	CWALT 2007-5CB	287.	CWHL 2004-6
190.	CWALT 2006-OA1	239.	CWALT 2007-6	288.	CWHL 2004-7
191.	CWALT 2006-OA10	240.	CWALT 2007-7T2	289.	CWHL 2004-8
192.	CWALT 2006-OA11	241.	CWALT 2007-8CB	290.	CWHL 2004-9
193.	CWALT 2006-OA12	242.	CWALT 2007-9T1	291.	CWHL 2004-HYB1
194.	CWALT 2006-OA14	243.	CWALT 2007-AL1	292.	CWHL 2004-HYB2
195.	CWALT 2006-OA16	244.	CWALT 2007-HY2	293.	CWHL 2004-HYB3
196.	CWALT 2006-OA17	245.	CWALT 2007-HY3	294.	CWHL 2004-HYB4

295.	CWHL 2004-HYB5	344.	CWHL 2005-HYB8	393.	CWHL 2007-4
296.	CWHL 2004-HYB6	345.	CWHL 2005-J1	394.	CWHL 2007-5
297.	CWHL 2004-HYB7	346.	CWHL 2005-J2	395.	CWHL 2007-6
298.	CWHL 2004-HYB8	347.	CWHL 2005-J3	396.	CWHL 2007-7
299.	CWHL 2004-HYB9	348.	CWHL 2005-J4	397.	CWHL 2007-8
300.	CWHL 2004-J2	349.	CWHL 2006-1	398.	CWHL 2007-9
301.	CWHL 2004-J3	350.	CWHL 2006-10	399.	CWHL 2007-HY1
302.	CWHL 2004-J4	351.	CWHL 2006-11	400.	CWHL 2007-HY3
303.	CWHL 2004-J5	352.	CWHL 2006-12	401.	CWHL 2007-HY4
304.	CWHL 2004-J6	353.	CWHL 2006-13	402.	CWHL 2007-HY5
305.	CWHL 2004-J7	354.	CWHL 2006-14	403.	CWHL 2007-HY6
306.	CWHL 2004-J8	355.	CWHL 2006-15	404.	CWHL 2007-HY7
307.	CWHL 2004-J9	356.	CWHL 2006-16	405.	CWHL 2007-HYB1
308.	CWHL 2005-1	357.	CWHL 2006-17	406.	CWHL 2007-HYB2
309.	CWHL 2005-10	358.	CWHL 2006-18	407.	CWHL 2007-J1
310.	CWHL 2005-11	359.	CWHL 2006-19	408.	CWHL 2007-J2
311.	CWHL 2005-12	360.	CWHL 2006-20	409.	CWHL 2007-J3
312.	CWHL 2005-13	361.	CWHL 2006-21	410.	CWHL 2008-1
313.	CWHL 2005-14	362.	CWHL 2006-3	411.	CWL 2004-1
314.	CWHL 2005-15	363.	CWHL 2006-6	412.	CWL 2004-10
315.	CWHL 2005-16	364.	CWHL 2006-8	413.	CWL 2004-11
316.	CWHL 2005-17	365.	CWHL 2006-9	414.	CWL 2004-12
317.	CWHL 2005-18	366.	CWHL 2006-HYB1	415.	CWL 2004-13
318.	CWHL 2005-2	367.	CWHL 2006-HYB2	416.	CWL 2004-14
319.	CWHL 2005-20	368.	CWHL 2006-HYB3	417.	CWL 2004-15
320.	CWHL 2005-21	369.	CWHL 2006-HYB4	418.	CWL 2004-2
321.	CWHL 2005-22	370.	CWHL 2006-HYB5	419.	CWL 2004-3
322.	CWHL 2005-23	371.	CWHL 2006-J1	420.	CWL 2004-4
323.	CWHL 2005-24	372.	CWHL 2006-J2	421.	CWL 2004-5
324.	CWHL 2005-25	373.	CWHL 2006-J3	422.	CWL 2004-6
325.	CWHL 2005-26	374.	CWHL 2006-J4	423.	CWL 2004-7
326.	CWHL 2005-27	375.	CWHL 2006-OA4	424.	CWL 2004-8
327.	CWHL 2005-28	376.	CWHL 2006-OA5	425.	CWL 2004-9
328.	CWHL 2005-29	377.	CWHL 2006-TM1	426.	CWL 2004-AB1
329.	CWHL 2005-3	378.	CWHL 2007-1	427.	CWL 2004-AB2
330.	CWHL 2005-30	379.	CWHL 2007-10	428.	CWL 2004-BC2
331.	CWHL 2005-31	380.	CWHL 2007-11	429.	CWL 2004-BC3
332.	CWHL 2005-5	381.	CWHL 2007-12	430.	CWL 2004-BC4
333.	CWHL 2005-6	382.	CWHL 2007-13	431.	CWL 2004-BC5
334.	CWHL 2005-7	383.	CWHL 2007-14	432.	CWL 2004-ECC1
335.	CWHL 2005-9	384.	CWHL 2007-15	433.	CWL 2004-ECC2
336.	CWHL 2005-HYB10	385.	CWHL 2007-16	434.	CWL 2004-S1
337.	CWHL 2005-HYB1	386.	CWHL 2007-17	435.	CWL 2004-SD2
338.	CWHL 2005-HYB2	387.	CWHL 2007-18	436.	CWL 2004-SD3
339.	CWHL 2005-HYB3	388.	CWHL 2007-19	437.	CWL 2004-SD4
340.	CWHL 2005-HYB4	389.	CWHL 2007-2	438.	CWL 2005-1
341.	CWHL 2005-HYB5	390.	CWHL 2007-20	439.	CWL 2005-10
342.	CWHL 2005-HYB6	391.	CWHL 2007-21	440.	CWL 2005-11
343.	CWHL 2005-HYB7	392.	CWHL 2007-3	441.	CWL 2005-12

442.	CWL 2005-13	491.	CWL 2006-3
443.	CWL 2005-14	492.	CWL 2006-4
444.	CWL 2005-15	493.	CWL 2006-5
445.	CWL 2005-16	494.	CWL 2006-6
446.	CWL 2005-17	495.	CWL 2006-7
447.	CWL 2005-2	496.	CWL 2006-8
448.	CWL 2005-3	497.	CWL 2006-9
449.	CWL 2005-4	498.	CWL 2006-ABC1
450.	CWL 2005-5	499.	CWL 2006-BC1
451.	CWL 2005-6	500.	CWL 2006-BC2
452.	CWL 2005-7	501.	CWL 2006-BC3
453.	CWL 2005-8	502.	CWL 2006-BC4
454.	CWL 2005-9	503.	CWL 2006-BC5
455.	CWL 2005-AB1	504.	CWL 2006-IM1
456.	CWL 2005-AB2	505.	CWL 2006-QH1
457.	CWL 2005-AB3	506.	CWL 2006-SD1
458.	CWL 2005-AB4	507.	CWL 2006-SD2
459.	CWL 2005-AB5	508.	CWL 2006-SD3
460.	CWL 2005-BC1	509.	CWL 2006-SD4
461.	CWL 2005-BC2	510.	CWL 2006-SPS1
462.	CWL 2005-BC3	511.	CWL 2006-SPS2
463.	CWL 2005-BC4	512.	CWL 2007-1
464.	CWL 2005-BC5	513.	CWL 2007-10
465.	CWL 2005-HYB9	514.	CWL 2007-11
466.	CWL 2005-IM1	515.	CWL 2007-12
467.	CWL 2005-IM2	516.	CWL 2007-13
468.	CWL 2005-IM3	517.	CWL 2007-2
469.	CWL 2005-SD1	518.	CWL 2007-3
470.	CWL 2005-SD2	519.	CWL 2007-4
471.	CWL 2005-SD3	520.	CWL 2007-5
472.	CWL 2006-1	521.	CWL 2007-6
473.	CWL 2006-10	522.	CWL 2007-7
474.	CWL 2006-11	523.	CWL 2007-8
475.	CWL 2006-12	524.	CWL 2007-9
476.	CWL 2006-13	525.	CWL 2007-BC1
477.	CWL 2006-14	526.	CWL 2007-BC2
478.	CWL 2006-15	527.	CWL 2007-BC3
479.	CWL 2006-16	528.	CWL 2007-SD1
480.	CWL 2006-17	529.	CWL 2007-SEA1
481.	CWL 2006-18	530.	CWL 2007-SEA2
482.	CWL 2006-19		
483.	CWL 2006-2		
484.	CWL 2006-20		
485.	CWL 2006-21		
486.	CWL 2006-22		
487.	CWL 2006-23		
488.	CWL 2006-24		
489.	CWL 2006-25		
490.	CWL 2006-26		

**EXHIBIT A**

**ARTICLE 77 PETITION**

**[Attached]**



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

----- X

In the Matter of the Application of :

THE BANK OF NEW YORK MELLON, in its :  
Capacity as Trustee or Indenture Trustee of 530 :  
Countrywide Residential Mortgage-Backed :  
Securitization Trusts, :

**VERIFIED PETITION**

Petitioner, :

For Judicial Instructions under CPLR Article 77 :  
on the Distribution of a Settlement Payment. :

----- X

Petitioner The Bank of New York Mellon, in its capacity as trustee or indenture trustee ("Trustee") of the 530 residential mortgage-backed securitization ("RMBS") trusts identified in Exhibit A hereto (the "Covered Trusts"), as and for its Verified Petition for Judicial Instructions under CPLR Article 77 on the Distribution of a Settlement Payment, respectfully alleges:

1. This is a special proceeding pursuant to CPLR Article 77 to determine matters relating to express trusts, and in particular a matter relating to the proper distribution of an \$8.5 billion settlement payment ("Settlement Payment") that the Trustee expects to receive on or about February 10, 2016.

2. The Trustee has no economic stake or interest in the ultimate resolution of the contractual questions presented here, and files this proceeding solely to resolve competing interpretations of the relevant agreements that bear directly upon the proper distribution of the Settlement Payment to investors in the Covered Trusts (collectively, "Certificateholders").

3. The Trustee serves as trustee or indenture trustee of the Covered Trusts, each of which is governed either by a pooling and serving agreement or by an indenture and related sale and servicing agreement (collectively, the “Governing Agreements”).<sup>1</sup>

### **JURISDICTION AND VENUE**

4. The Bank of New York Mellon is a bank organized under the laws of the State of New York having its principal place of business at 225 Liberty Street, New York, New York 10286.

5. This Court has jurisdiction over the subject matter of this action pursuant to CPLR Articles 77 and 4 to entertain a special proceeding to determine matters relating to any express trust. The Covered Trusts are all express trusts within the scope of CPLR Article 77.

6. The laws of the State of New York govern the rights and obligations of the parties to the Governing Agreements, including the Trustee. The Trustee is domiciled and has its principal place of business in New York.

7. Venue is proper in New York County under CPLR 503 because the Trustee maintains its principal place of business in New York County.

### **THE SETTLEMENT AGREEMENT**

8. On or about June 28, 2011, the Trustee entered into a settlement agreement (“Settlement Agreement” or “Settlement”) with Bank of America Corporation and BAC Home Loans Servicing, LP (collectively, “Bank of America”) and Countrywide Financial

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<sup>1</sup> Because the total volume of the Governing Agreements is thousands of pages, the Trustee is submitting to the Court a compact disc containing electronic versions of the Governing Agreements.

Corporation and Countrywide Home Loans, Inc. (“Countrywide”). The Settlement Agreement is attached hereto as Exhibit B.

9. Following a special proceeding pursuant to CPLR Article 77 and an appeal to the Appellate Division, First Department, the Settlement was approved in all respects and the Trustee was found to have acted in good faith and reasonably in connection with the negotiation, evaluation and entry into the Settlement Agreement. *In re Bank of New York Mellon (Bank of New York Mellon v. Ret. Bd. of the Policemen’s Annuity & Benefit Fund)*, 127 A.D.3d 120 (1st Dep’t 2015). Judgment was entered on April 27, 2015.

10. The Settlement Agreement requires Bank of America and/or Countrywide to pay the Settlement Payment into the Covered Trusts in exchange for releases of certain claims.

11. The Settlement Agreement also provided that, before the Settlement could go into effect, the Trustee was required to satisfy other conditions, including the receipt of certain approvals from the IRS and tax-related opinions of counsel. On October 13, 2015, having received the required court orders, IRS rulings and opinions of counsel, the Trustee notified Certificateholders of the occurrence of Final Court Approval of the Settlement.<sup>2</sup>

12. Pursuant to the Settlement Agreement, Final Court Approval triggered Bank of America and/or Countrywide’s obligation to pay the Settlement Payment within 120 days, and the Trustee’s obligation to engage a qualified financial advisor to calculate each Covered Trust’s Allocable Share – that is, the portion of the Settlement Payment allocable to each Covered Trust.

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Settlement Agreement.

13. On January 11, 2016, the Trustee received the financial advisor's calculation of each Covered Trust's Allocable Share. The financial advisor's report has been disclosed publicly on the Trustee's investor reporting website and is attached hereto as Exhibit C.

14. The Allocable Shares will constitute the most significant Subsequent Recovery (defined immediately below) in the history of many of the Covered Trusts. The average Allocable Share is \$16 million and the largest is \$109 million.

15. Upon payment of the Settlement Payment, the Settlement Agreement requires (with certain exceptions not relevant here) the Trustee to distribute each Covered Trust's Allocable Share to Certificateholders in accordance with the provisions of the Governing Agreements as though the Allocable Share was a "Subsequent Recovery," generally defined to mean unexpected funds received by the trust in connection with a particular mortgage loan that previously was written off. Historically, Subsequent Recoveries received by the Covered Trusts for distribution have been modest and often offset by new losses incurred by the trust. They are typically limited to funds such as proceeds of the sale of real estate owned properties and adjustments to payments on private mortgage insurance claims.

16. The questions presented in this proceeding concern the interpretation of the distribution provisions of the Governing Agreements. These contractual issues are subject to competing interpretations and their resolution will dictate how – and to whom – the Allocable Shares of the Covered Trusts are distributed. They therefore present the classic case for judicial instructions.

## THE WRITE UP ISSUE

17. The essential issue for which the Trustee seeks judicial instruction is how the Trustee should apply the “write up” provisions of the Governing Agreements in respect of the Allocable Shares. The “write up” provisions concern the manner by which the principal balance of previously written down certificates is increased, or “written up,” in connection with Subsequent Recoveries.

18. “Certificate Principal Balance” is a core concept that is used in the Governing Agreements, and in RMBS generally.<sup>3</sup> Every interest-bearing Certificate issued by the Covered Trusts has a Certificate Principal Balance that *decreases* over time as principal is repaid and losses on mortgage loans are realized. Conversely, in the vast majority of the Covered Trusts, Certificate Principal Balance can also be *increased*, or “written up,” when a trust is in receipt of a Subsequent Recovery that offsets a prior loss.

19. As noted above, the Settlement Agreement provides that each Covered Trust’s Allocable Share will be distributed as though it were a Subsequent Recovery. Subparagraph 3(d)(ii) of the Settlement Agreement specifies two operations for the Trustee to perform in connection with the distribution of Allocable Shares – (i) *payment* of the Allocable Share to Certificateholders, and (ii) *writing up* certificates in the amount of the Allocable Share. The write up will be in the amount of the Allocable Share, or if the aggregate amount of all prior write downs is less than the Allocable Share, in such aggregate amount.

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<sup>3</sup> Some Covered Trusts use other terms, such as “Note Principal Balance,” instead of “Certificate Principal Balance,” but the concept is the same in all Covered Trusts. The nomenclature differences are immaterial for present purposes, and this Petition uses the term “Certificate Principal Balance” for ease of reference. For the same reasons, when referring to the relevant securities – which can be “certificates” or “notes” – this Petition uses the term “Certificates.”

20. Subparagraph 3(d)(ii) of the Settlement Agreement also specifies the *order* of those two operations – the Trustee is directed to pay the Allocable Share *before* writing up the Certificate Principal Balance (in other words, to pay the Allocable Share based on the prior period Certificate Principal Balance). This order of operations is consistent with the Trustee’s longstanding practice of distributing Subsequent Recoveries in the Covered Trusts, a practice that could be gleaned from monthly remittance reports delivered by the Trustee to Certificateholders.

21. The Governing Agreements for all but six Covered Trusts also require both paying and writing up when Subsequent Recoveries are received. Unlike the Settlement Agreement, however, with only one exception the Governing Agreements do not specify – one way or the other – the order in which those operations are to be executed. Given the relatively modest size of Subsequent Recoveries received by the Covered Trusts until now, the Governing Agreements’ silence on the order of operations has had no material impact. However, in preparing for the distribution of the Allocable Shares, the Trustee has observed that due to the unusually large amount of Subsequent Recoveries resulting from the Allocable Shares, the Trustee’s practice of paying based on the prior period Certificate Principal Balance (“pay first and write up second”) – which has been the Trustee’s longstanding approach with regard to regular Subsequent Recoveries – results in certain contractual issues that affect the distribution of billions of dollars among Certificateholders.

22. This issue has the most pronounced effect among the Covered Trusts with an “overcollateralization” or “OC” structure (the “OC Trusts”). In approximately 122 of

the 173 OC Trusts, the impact is more than \$1 million per trust; in some it exceeds \$10 million.

23. An OC Trust is designed to create credit enhancement, or protection, for more senior Certificateholders through a concept called overcollateralization. An OC Trust is overcollateralized when the principal balance of the underlying mortgage loans (the trust's assets) exceeds the Certificate Principal Balances of the Certificates issued by the OC Trust (the trust's liabilities). In a given month, principal distributions to Certificates below specified seniority levels (generally, "junior" or "subordinated" Certificates) are not permitted unless the trust as a whole has sufficient "overcollateralization" – that is, unless the balance of the underlying mortgage loans (the trust's assets) exceeds the Certificate Principal Balances (the trust's liabilities) by an amount specified in the Governing Agreements. If the overcollateralization falls short of the required "Overcollateralization Target Amount" – hereinafter referred to as the "OC Target" – then principal distributions cannot flow to "junior" or "subordinated" Certificateholders. This senior-subordinate structure means that, as a general matter, subordinated Certificates are riskier than senior Certificates and, therefore, carry higher yields and are typically assigned lower ratings at closing.

24. Substantial losses over the years have resulted in the failure of each of the OC Trusts to meet its OC Target. In fact, many of the OC Trusts have no overcollateralization whatsoever, meaning that the principal balance of the mortgage loans in such trusts *equals* the aggregate Certificate Principal Balances of all the Certificates in these trusts. Even when funds are received into the OC Trusts in a given month – which would otherwise build collateralization – they are typically offset by losses on mortgage



loans realized in that month. That has maintained the OC Trusts in balance, without any material movement toward meeting their OC Target. In fact, it is likely that the OC Trusts will never meet their OC Target again.

25. However, due to the unique size of the Allocable Shares, if the Trustee applies the distribution and write up provisions of the Governing Agreements in the OC Trusts as it has done historically (paying the Allocable Share to Certificateholders *before* writing up Certificate Principal Balances), in most of the OC Trusts substantial amounts of each Allocable Share will flow to less senior, subordinated Certificateholders even though overcollateralization in the OC Trust is far short of the OC Target.

26. That is because making the payment first will reduce the Certificate Principal Balance of the Certificates receiving the payment (in other words, those Certificates will be “paid down”), so the trust’s liabilities will decline, but the trust’s assets (the principal balance of the mortgage loans) remain the same. Therefore, the trust will have a temporary, and illusory, overcollateralization that exceeds the OC Target given the unprecedented amount of Subsequent Recoveries flowing into the OC Trusts. According to the Governing Agreements, once that occurs, funds must flow to subordinated Certificateholders as reimbursement for their previously allocated realized losses. Only *after* funds have “leaked” to subordinated Certificateholders is the Certificate Principal Balance increased or “written up” in the amount of the Allocable Share, returning the OC trust to zero overcollateralization (assets equal to liabilities). In other words, the OC Target is not satisfied before the distribution or after the distribution, but *during* the distribution process – in between step one (payment) and step two (write up) – the OC Target is temporarily, and artificially, met.

27. This phenomenon can be illustrated. Assume a particular OC Trust has a \$35 million OC Target, an aggregate mortgage loan balance (assets) of \$450 million and an aggregate Certificate Principal Balance (liabilities) of \$450 million. Because the aggregate mortgage loan balance is equal to the aggregate Certificate Principal Balance, overcollateralization is currently at zero, meaning that the deal is \$35 million short of its OC Target. Now assume that the Allocable Share for the deal is \$90 million. Under the “pay first and write up second” order of operations, the Governing Agreements will apply the first \$35 million of the Allocable Share to reduce the Certificate Principal Balance (the liabilities) of the senior Certificates, thus bringing the deal, for a brief moment, to its OC Target. After that, most of the remaining \$55 million of the Allocable Share flows (“leaks”) to less senior, subordinated Certificateholders (because the OC Trust appears to be meeting its OC Target). Payment having been completed, the second step is to “write up.” Certificate Principal Balances of previously written down Certificates are written up (*i.e.*, the trust’s “liabilities” are increased) by \$90 million to account for the Subsequent Recovery – immediately wiping out the \$35 million in overcollateralization and putting the deal back to its pre-distribution state of non-compliance with its OC Target.

28. This payment to less senior, subordinated Certificateholders at the expense of more senior Certificateholders could be viewed as contrary to an essential purpose of the overcollateralization structure – protecting more senior Certificateholders from risk of loss.

29. As noted above, the Governing Agreements neither explicitly prohibit nor explicitly require any particular order of operations. Therefore, the Trustee could make an adjustment designed to avoid the “leakage” issue described above by calculating the overcollateralization in the OC Trusts in a manner that accounts for the expected write up

of previously written down Certificates. That approach would avoid the temporary, and illusory, satisfaction of the OC Target.

30. Specifically, using the same illustrative numbers in the example above, the Trustee could simply adjust the Certificate Principal Balances (the trust's liabilities) from \$450 million to \$540 million (*i.e.*, taking into account the \$90 million write up that will happen *after* the payment is made) *solely* for the purpose of determining the overcollateralization level of the OC Trust. In doing so, the entire Allocable Share would be payable to senior Certificateholders as principal, and no amounts would leak, because the amount required to reach the \$35 million OC Target would increase from \$35 million<sup>4</sup> to \$125 million,<sup>5</sup> an amount that exceeds the \$90 million Allocable Share. Under this adjustment, the payment of the Allocable Share to the senior Certificateholders would still be based on their respective Certificate Principal Balances *prior* to any write up, in keeping with the general "pay first and write up second" order of operations.

31. Alternatively, the Trustee could avoid leakage in the OC Trusts by changing its established order of operations for this settlement distribution (*i.e.*, not simply adjust the overcollateralization measurement) to apply *write ups* first, and then pay the Allocable

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<sup>4</sup> The amount needed to reach the Target  
= the Target – the actual overcollateralization  
= \$35 million – (\$450 million aggregate loan balance – \$450 million Certificate Principal Balance)  
= \$35 million – \$0  
= **\$35 million.**

<sup>5</sup> With the adjustment, the amount needed to reach the Target  
= the Target – the actual overcollateralization  
= \$35 million – (\$450 million aggregate loan balance – (\$450 million Certificate Principal Balance + ***\$90 million adjustment***))  
= \$35 million – (\$450 million - \$540 million)  
= \$35 million + \$90 million  
= **\$125 million.**

Share. However, as discussed below, this alternative would have significant additional consequences that would affect the settlement distribution in the majority of the 530 Covered Trusts, including many of the non-OC Trusts.

32. Using the same illustrative numbers, under the “write up first and pay second” scenario, the Trustee would first write up the aggregate Certificate Principal Balances (the trust’s liabilities) by \$90 million, from \$450 million to \$540 million. The aggregate mortgage loan balance (the trust’s assets) would remain at \$450 million – \$90 million less than the aggregate Certificate Principal Balance (i.e., there would be \$90 million *undercollateralization*), with the trust then \$125 million short of the \$35 million OC Target. The Trustee would then pay \$90 million to the senior Certificates and reduce their Certificate Principal Balance by \$90 million, thus restoring the trust to an overcollateralization level of zero (i.e., \$35 million short of the OC Target). At no time will the trust have met the OC Target.

33. Thus, changing the order of operations from “pay first and write up second” to “write up first and pay second” would avoid any “leakage” in the OC Trusts. However, that change would have other implications.

34. The “write up first and pay second” order of operations is inconsistent with Subparagraph 3(d)(ii) of the Settlement Agreement, albeit with the caveat that the Settlement Agreement, by its terms (Subparagraph 3(d)(v)), cannot amend or be construed as amending the Governing Agreements. In other words, the Settlement Agreement permits “write up first and pay second” only if the Governing Agreements of the OC Trusts are interpreted as directing the Trustee to “write up first and pay second.”

35. Changing the general order of operations also has the potential to materially alter the relative portion of the Allocable Shares that senior Certificateholders would receive in any Covered Trust – whether or not an OC Trust – in which senior Certificates have incurred losses to date. That is because distributions in many of the Covered Trusts are affected by the relative Certificate Principal Balances of all Certificates. Thus, a distribution based on a “write up first and pay second” order of operations in trusts where senior classes incurred losses to date would mean that less senior Certificates increase their Certificate Principal Balance in relation to more senior Certificates, potentially skewing the distribution in favor of less senior Certificates.

36. For example, for some Covered Trusts, principal payments to senior Certificateholders are made pro rata based on their relative Certificate Principal Balances, but any losses are allocated first to less senior Certificates. Therefore, if we assume that the original “A-1” (*i.e.*, most senior) and “A-2” (*i.e.*, less senior) Certificate Principal Balance is \$60 million each, but \$30 million of losses have been allocated to the A-2 Certificates, then at the time the Trustee distributes the Allocable Share the Certificate Principal Balance of A-1 Certificates would be \$60 million and of A-2 Certificates \$30 million. If the Trustee applies the “write up first and pay second” order of operations, then the A-2 class would first be written up to \$60 million and the A-1 and A-2 Certificates would divide the Allocable Share equally (for a \$66 million Allocable Share, \$33 million each).

37. Compare that with the outcome under a “pay first and write up second” order of operations. Under that order of operations, the A-2 balance would remain at \$30 million for the distribution, the A-1 certificates would receive \$44 million (\$66 million x

\$60 million/\$90 million), and the A-2 certificates would receive only \$22 million (\$66 million x \$30 million/\$90 million).

38. In this single hypothetical, changing the Trustee's order of operations to "write up first and pay second" would shift \$11 million from A-1 Certificateholders to A-2 Certificateholders. Thus, while altering the order of operations may avoid the leakage in OC Trusts, it may also result in a substantial change in the distribution of settlement proceeds *within* the senior class of certificates.

39. Given this background, and the competing interpretations of the Governing Agreements reflected in investor correspondence and other industry participants (described below), the Trustee seeks the Court's direction whether:

(a) the Trustee should follow the Settlement Agreement and continue its practice of "pay first and write up second," but make an adjustment, described in this Verified Petition, to the overcollateralization calculation in order to prevent leakage; or

(b) the Trustee should follow the Settlement Agreement and continue its practice of "pay first and write up second," but make no adjustment to the overcollateralization calculation, thus permitting leakage; or

(c) the Trustee should change its general order of operations in the Covered Trusts to "write up first and pay second" notwithstanding Subparagraph 3(d)(ii) of the Settlement Agreement.

40. At bottom this proceeding is squarely about the interpretation of the Governing Agreements: if they must be interpreted as directing the Trustee to write up

first, then the Trustee is required, both by the Governing Agreements and by Subparagraph 3(d)(v) of the Settlement Agreement, to follow the Governing Agreements and write up first notwithstanding contrary language in Subparagraph 3(d)(ii) of the Settlement Agreement. Conversely, if the Governing Agreements must be interpreted as directing the Trustee to pay first, then the Trustee is required to pay first, and the question is whether the Trustee should implement the adjustment to the calculation of overcollateralization described in Paragraphs 29-30 above. And finally, if the Governing Agreements neither prohibit nor require any particular order of operations and can reasonably be interpreted as permitting either, that presents a similar question: if the Trustee continues its practice of paying first, whether the Trustee should avoid leakage by calculating overcollateralization in the OC Trusts in a manner that accounts for the expected write up of previously written down Certificates.

41. For several reasons, these issues compel the Trustee to seek judicial instruction. First, there are competing views on these issues as they relate to the OC Trusts. The Trustee has received conflicting investor correspondence on this point, urging the Trustee to follow different orders of operation in light of, or notwithstanding, the overcollateralization issue.

42. Intex, a leading provider of cash flow models that are used and relied upon by investors throughout the structured fixed income industry, has modeled different OC Trusts based on different assumptions about the order of write ups and payments. Certain of the models appear to apply a “pay first and write up second” order of operations but appear to include a script to prevent leakage (Paragraph 39(a) above). Other models appear to use a “write up first and pay second” order of operations and thus show no



leakage (Paragraph 39(c) above). These varied approaches in models available to Certificateholders is further evidence of the competing interpretations of the Governing Agreements.

43. The Trustee is also aware that in non-Countrywide deals that are unrelated to the Settlement, the agreements address the order of operations in three separate ways – by requiring “pay first and write up second”; by requiring “write up first and pay second”; and by staying silent (like the Governing Agreements here) on the order of operations issue. In other words, the governing agreements for non-Countrywide deals provide no guidance on industry practice, because there is no consistency in how they treat the order of operations question.

44. Second, the resolution of this question has significant consequences for Certificateholders in the Covered Trusts, affecting the distribution of potentially billions of dollars.

45. And finally, judicial instructions are necessary where, as here, there is reasonable doubt about the powers or duties of the trusteeship or about the proper interpretation of trust provisions. The Trustee has no economic stake in the resolution of this question, but recognizes that investors holding different classes of Certificates may have different interests and therefore different interpretations of the Governing Agreements. This proceeding presents an opportunity for Certificateholders to be heard on this question before the Trustee makes any distributions of the Settlement Payment.

## **PRAYER FOR RELIEF**

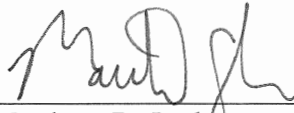
WHEREFORE, petitioner The Bank of New York Mellon, as Trustee, respectfully requests that the Court:

- (i) Instruct the Trustee by determining whether:
  - (a) the Trustee should follow the Settlement Agreement and continue its practice of paying first, but make an adjustment, described in this Verified Petition, to the overcollateralization calculation in order to prevent leakage; or
  - (b) the Trustee should follow the Settlement Agreement and continue its practice of paying first, but make no adjustment to the overcollateralization calculation, thus permitting leakage; or
  - (c) the Trustee should change its general order of operations in the Covered Trusts to “write up first and pay second” notwithstanding Subparagraph 3(d)(ii) of the Settlement Agreement.
- (ii) retain exclusive jurisdiction over this matter for the purposes of rendering such additional instructions as are necessary and/or appropriate in the administration of the Covered Trusts; and
- (iii) issue an order barring litigation of the questions raised herein outside the context of this proceeding; and

(iv) grant the Trustee such other, further and different relief as the Court  
deems just and proper.

Dated: New York, New York  
February 5, 2016

MAYER BROWN LLP

By:   
Matthew D. Ingber  
Michael O. Ware  
Christopher J. Hought

1221 Avenue of the Americas  
New York, New York 10020  
(212) 506-2500

*Attorneys for Petitioner The Bank of New  
York Mellon, as Trustee of the Covered  
Trusts*

**VERIFICATION**


STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF NEW YORK )

**LORETTA A. LUNDBERG**, being duly sworn, deposes and says:

1.       I am a Managing Director in the Corporate Trust Division at The Bank of New York Mellon.

2.       I have read the foregoing Verified Petition and know the contents thereof.

All statements of fact therein are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Loretta A. Lundberg

Sworn to before me this  
4<sup>th</sup> day of February, 2016

  
\_\_\_\_\_  
Notary Public

**RAFAL BAR**  
NOTARY PUBLIC, State of New York  
No. 01BA6293822  
Qualified in Kings County  
Commission Expires Dec. 16, 2017

## Exhibit A to Verified Petition

**The Covered Trusts**

*Key credit enhancement structures noted parenthetically –  
OC (overcollateralization), SI (shifting interest), Freddie (Freddie Mac guarantee)*

CWABS 2004-1 (OC)	CWABS 2005-1 (OC)	CWABS 2005-HYB9 (SI)
CWABS 2004-10 (OC)	CWABS 2005-10 (OC)	CWABS 2005-IM1 (OC)
CWABS 2004-11 (OC)	CWABS 2005-11 (OC)	CWABS 2005-IM2 (OC)
CWABS 2004-12 (OC)	CWABS 2005-12 (OC)	CWABS 2005-IM3 (OC)
CWABS 2004-13 (OC)	CWABS 2005-13 (OC)	CWABS 2005-SD1 (OC)
CWABS 2004-14 (OC)	CWABS 2005-14 (OC)	CWABS 2005-SD2 (OC)
CWABS 2004-15 (OC)	CWABS 2005-15 (OC)	CWABS 2005-SD3 (OC)
CWABS 2004-2 (OC)	CWABS 2005-16 (OC)	CWABS 2006-1 (OC)
CWABS 2004-3 (OC)	CWABS 2005-17 (OC)	CWABS 2006-10 (OC)
CWABS 2004-4 (OC)	CWABS 2005-2 (OC)	CWABS 2006-11 (OC)
CWABS 2004-5 (OC)	CWABS 2005-3 (OC)	CWABS 2006-12 (OC)
CWABS 2004-6 (OC)	CWABS 2005-4 (OC)	CWABS 2006-13 (OC)
CWABS 2004-7 (OC)	CWABS 2005-5 (OC)	CWABS 2006-14 (OC)
CWABS 2004-8 (OC)	CWABS 2005-6 (OC)	CWABS 2006-15 (OC)
CWABS 2004-9 (OC)	CWABS 2005-7 (OC)	CWABS 2006-16 (OC)
CWABS 2004-AB1 (OC)	CWABS 2005-8 (OC)	CWABS 2006-17 (OC)
CWABS 2004-AB2 (OC)	CWABS 2005-9 (OC)	CWABS 2006-18 (OC)
CWABS 2004-BC2 (OC)	CWABS 2005-AB1 (OC)	CWABS 2006-19 (OC)
CWABS 2004-BC3 (OC)	CWABS 2005-AB2 (OC)	CWABS 2006-2 (OC)
CWABS 2004-BC4 (OC)	CWABS 2005-AB3 (OC)	CWABS 2006-20 (OC)
CWABS 2004-BC5 (OC)	CWABS 2005-AB4 (OC)	CWABS 2006-21 (OC)
CWABS 2004-ECC1 (OC)	CWABS 2005-AB5 (OC)	CWABS 2006-22 (OC)
CWABS 2004-ECC2 (OC)	CWABS 2005-BC1 (OC)	CWABS 2006-23 (OC)
CWABS 2004-S1 (OC)	CWABS 2005-BC2 (OC)	CWABS 2006-24 (OC)
CWABS 2004-SD2 (OC)	CWABS 2005-BC3 (OC)	CWABS 2006-25 (OC)
CWABS 2004-SD3 (OC)	CWABS 2005-BC4 (OC)	CWABS 2006-26 (OC)
CWABS 2004-SD4 (OC)	CWABS 2005-BC5 (OC)	CWABS 2006-3 (OC)

CWABS 2006-4 (OC)	CWABS 2007-7 (OC)	CWALT 2004-35T2 (SI)
CWABS 2006-5 (OC)	CWABS 2007-8 (OC)	CWALT 2004-36CB (SI)
CWABS 2006-6 (OC)	CWABS 2007-9 (OC)	CWALT 2004-3T1 (SI)
CWABS 2006-7 (OC)	CWABS 2007-BC1 (OC)	CWALT 2004-4CB (SI)
CWABS 2006-8 (OC)	CWABS 2007-BC2 (OC)	CWALT 2004-5CB (SI)
CWABS 2006-9 (OC)	CWABS 2007-BC3 (OC)	CWALT 2004-6CB (OC)
CWABS 2006-ABC1 (OC)	CWABS 2007-SD1 (OC)	CWALT 2004-7T1 (SI)
CWABS 2006-BC1 (OC)	CWABS 2007-SEA1 (OC)	CWALT 2004-8CB (OC)
CWABS 2006-BC2 (OC)	CWABS 2007-SEA2 (OC)	CWALT 2004-9T1 (SI)
CWABS 2006-BC3 (OC)	CWALT 2004-10CB (SI)	CWALT 2004-J10 (SI)
CWABS 2006-BC4 (OC)	CWALT 2004-12CB (SI)	CWALT 2004-J11 (SI)
CWABS 2006-BC5 (OC)	CWALT 2004-13CB (SI)	CWALT 2004-J12 (SI)
CWABS 2006-IM1 (OC)	CWALT 2004-14T2 (SI)	CWALT 2004-J13 (OC)
CWABS 2006-QH1 (OC)	CWALT 2004-15 (SI)	CWALT 2004-J2 (SI)
CWABS 2006-SD1 (OC)	CWALT 2004-16CB (SI)	CWALT 2004-J3 (SI)
CWABS 2006-SD2 (OC)	CWALT 2004-17CB (SI)	CWALT 2004-J4 (OC)
CWABS 2006-SD3 (OC)	CWALT 2004-18CB (SI)	CWALT 2004-J5 (OC)
CWABS 2006-SD4 (OC)	CWALT 2004-20T1 (SI)	CWALT 2004-J6 (SI)
CWABS 2006-SPS1 (OC)	CWALT 2004-22CB (SI)	CWALT 2004-J7 (OC)
CWABS 2006-SPS2 (OC)	CWALT 2004-24CB (SI)	CWALT 2004-J8 (SI)
CWABS 2007-1 (OC)	CWALT 2004-25CB (SI)	CWALT 2004-J9 (OC)
CWABS 2007-10 (OC)	CWALT 2004-26T1 (SI)	CWALT 2005-10CB (SI)
CWABS 2007-11 (OC)	CWALT 2004-27CB (SI)	CWALT 2005-11CB (SI)
CWABS 2007-12 (OC)	CWALT 2004-28CB (SI)	CWALT 2005-13CB (SI)
CWABS 2007-13 (OC)	CWALT 2004-29CB (SI)	CWALT 2005-14 (SI)
CWABS 2007-2 (OC)	CWALT 2004-2CB (SI)	CWALT 2005-16 (SI)
CWABS 2007-3 (OC)	CWALT 2004-30CB (SI)	CWALT 2005-17 (SI)
CWABS 2007-4 (OC)	CWALT 2004-32CB (SI)	CWALT 2005-18CB (SI)
CWABS 2007-5 (OC)	CWALT 2004-33 (SI)	CWALT 2005-19CB (SI)
CWABS 2007-6 (OC)	CWALT 2004-34T1 (SI)	CWALT 2005-1CB (SI)

CWALT 2005-2 (SI)	CWALT 2005-48T1 (SI)	CWALT 2005-79CB (SI)
CWALT 2005-20CB (SI)	CWALT 2005-49CB (SI)	CWALT 2005-7CB (SI)
CWALT 2005-21CB (SI)	CWALT 2005-50CB (SI)	CWALT 2005-80CB (SI)
CWALT 2005-22T1 (SI)	CWALT 2005-51 (SI)	CWALT 2005-81 (SI)
CWALT 2005-23CB (SI)	CWALT 2005-52CB (SI)	CWALT 2005-82 (SI)
CWALT 2005-24 (SI)	CWALT 2005-53T2 (SI)	CWALT 2005-83CB (SI)
CWALT 2005-25T1 (SI)	CWALT 2005-54CB (SI)	CWALT 2005-84 (SI)
CWALT 2005-26CB (SI)	CWALT 2005-55CB (SI)	CWALT 2005-85CB (SI)
CWALT 2005-27 (SI)	CWALT 2005-56 (SI)	CWALT 2005-86CB (SI)
CWALT 2005-28CB (SI)	CWALT 2005-57CB (SI)	CWALT 2005-9CB (SI)
CWALT 2005-29CB (SI)	CWALT 2005-58 (SI)	CWALT 2005-AR1 (OC)
CWALT 2005-30CB (SI)	CWALT 2005-59 (SI)	CWALT 2005-IM1 (OC)
CWALT 2005-31 (SI)	CWALT 2005-60T1 (SI)	CWALT 2005-J1 (SI)
CWALT 2005-32T1 (SI)	CWALT 2005-61 (OC)	CWALT 2005-J10 (SI)
CWALT 2005-33CB (SI)	CWALT 2005-62 (SI)	CWALT 2005-J11 (SI)
CWALT 2005-34CB (SI)	CWALT 2005-63 (SI)	CWALT 2005-J12 (OC)
CWALT 2005-35CB (SI)	CWALT 2005-64CB (SI)	CWALT 2005-J13 (SI)
CWALT 2005-36 (SI)	CWALT 2005-65CB (SI)	CWALT 2005-J14 (SI)
CWALT 2005-37T1 (SI)	CWALT 2005-66 (Freddie)	CWALT 2005-J2 (SI)
CWALT 2005-38 (SI)	CWALT 2005-67CB (SI)	CWALT 2005-J3 (SI)
CWALT 2005-3CB (SI)	CWALT 2005-69 (OC)	CWALT 2005-J4 (OC)
CWALT 2005-4 (SI)	CWALT 2005-6CB (SI)	CWALT 2005-J5 (SI)
CWALT 2005-40CB (SI)	CWALT 2005-70CB (SI)	CWALT 2005-J6 (SI)
CWALT 2005-41 (SI)	CWALT 2005-71 (SI)	CWALT 2005-J7 (SI)
CWALT 2005-42CB (SI)	CWALT 2005-72 (OC)	CWALT 2005-J8 (SI)
CWALT 2005-43 (SI)	CWALT 2005-73CB (SI)	CWALT 2005-J9 (SI)
CWALT 2005-44 (SI)	CWALT 2005-74T1 (SI)	CWALT 2006-11CB (SI)
CWALT 2005-45 (SI)	CWALT 2005-75CB (SI)	CWALT 2006-12CB (SI)
CWALT 2005-46CB (SI)	CWALT 2005-76 (OC)	CWALT 2006-13T1 (SI)
CWALT 2005-47CB (SI)	CWALT 2005-77T1 (SI)	CWALT 2006-14CB (SI)



CWALT 2006-15CB (SI)	CWALT 2006-5T2 (SI)	CWALT 2006-OA3 (OC)
CWALT 2006-16CB (SI)	CWALT 2006-6CB (SI)	CWALT 2006-OA6 (OC)
CWALT 2006-17T1 (SI)	CWALT 2006-7CB (SI)	CWALT 2006-OA7 (OC)
CWALT 2006-18CB (SI)	CWALT 2006-8T1 (SI)	CWALT 2006-OA8 (OC)
CWALT 2006-19CB (SI)	CWALT 2006-9T1 (SI)	CWALT 2006-OA9 (SI)
CWALT 2006-20CB (SI)	CWALT 2006-HY10 (SI)	CWALT 2006-OC1 (OC)
CWALT 2006-21CB (SI)	CWALT 2006-HY11 (OC)	CWALT 2006-OC10 (OC)
CWALT 2006-23CB (SI)	CWALT 2006-HY12 (SI)	CWALT 2006-OC11 (OC)
CWALT 2006-24CB (SI)	CWALT 2006-HY13 (SI)	CWALT 2006-OC2 (OC)
CWALT 2006-25CB (SI)	CWALT 2006-HY3 (SI)	CWALT 2006-OC3 (OC)
CWALT 2006-26CB (SI)	CWALT 2006-J1 (SI)	CWALT 2006-OC4 (OC)
CWALT 2006-27CB (SI)	CWALT 2006-J2 (SI)	CWALT 2006-OC5 (OC)
CWALT 2006-28CB (SI)	CWALT 2006-J3 (SI)	CWALT 2006-OC6 (OC)
CWALT 2006-29T1 (SI)	CWALT 2006-J4 (SI)	CWALT 2006-OC7 (OC)
CWALT 2006-2CB (SI)	CWALT 2006-J5 (SI)	CWALT 2006-OC8 (OC)
CWALT 2006-30T1 (SI)	CWALT 2006-J6 (SI)	CWALT 2006-OC9 (OC)
CWALT 2006-31CB (SI)	CWALT 2006-J7 (SI)	CWALT 2007-10CB (SI)
CWALT 2006-32CB (SI)	CWALT 2006-J8 (SI)	CWALT 2007-11T1 (SI)
CWALT 2006-33CB (SI)	CWALT 2006-OA1 (SI)	CWALT 2007-12T1 (SI)
CWALT 2006-34 (SI)	CWALT 2006-OA10 (OC)	CWALT 2007-13 (SI)
CWALT 2006-35CB (SI)	CWALT 2006-OA11 (OC)	CWALT 2007-14T2 (SI)
CWALT 2006-36T2 (SI)	CWALT 2006-OA12 (SI)	CWALT 2007-15CB (SI)
CWALT 2006-39CB (SI)	CWALT 2006-OA14 (OC)	CWALT 2007-16CB (SI)
CWALT 2006-40T1 (SI)	CWALT 2006-OA16 (OC)	CWALT 2007-17CB (SI)
CWALT 2006-41CB (SI)	CWALT 2006-OA17 (SI)	CWALT 2007-18CB (SI)
CWALT 2006-42 (SI)	CWALT 2006-OA18 (OC)	CWALT 2007-19 (SI)
CWALT 2006-43CB (SI)	CWALT 2006-OA19 (SI)	CWALT 2007-1T1 (SI)
CWALT 2006-45T1 (SI)	CWALT 2006-OA2 (SI)	CWALT 2007-20 (SI)
CWALT 2006-46 (SI)	CWALT 2006-OA21 (SI)	CWALT 2007-21CB (SI)
CWALT 2006-4CB (SI)	CWALT 2006-OA22 (OC)	CWALT 2007-22 (SI)

CWALT 2007-23CB (SI)	CWALT 2007-OH1 (SI)	CWMBS 2004-HYB2 (SI)
CWALT 2007-24 (SI)	CWALT 2007-OH2 (OC)	CWMBS 2004-HYB3 (SI)
CWALT 2007-25 (SI)	CWALT 2007-OH3 (OC)	CWMBS 2004-HYB4 (SI)
CWALT 2007-2CB (SI)	CWHEL 2006-A (OC)	CWMBS 2004-HYB5 (SI)
CWALT 2007-3T1 (SI)	CWHEL 2007-G (OC)	CWMBS 2004-HYB6 (SI)
CWALT 2007-4CB (SI)	CWMBS 2004-10 (SI)	CWMBS 2004-HYB7 (SI)
CWALT 2007-5CB (SI)	CWMBS 2004-11 (SI)	CWMBS 2004-HYB8 (SI)
CWALT 2007-6 (SI)	CWMBS 2004-12 (SI)	CWMBS 2004-HYB9 (SI)
CWALT 2007-7T2 (SI)	CWMBS 2004-13 (SI)	CWMBS 2004-J2 (SI)
CWALT 2007-8CB (SI)	CWMBS 2004-14 (SI)	CWMBS 2004-J3 (SI)
CWALT 2007-9T1 (SI)	CWMBS 2004-15 (SI)	CWMBS 2004-J4 (SI)
CWALT 2007-AL1 (SI)	CWMBS 2004-16 (SI)	CWMBS 2004-J5 (SI)
CWALT 2007-HY2 (SI)	CWMBS 2004-18 (SI)	CWMBS 2004-J6 (SI)
CWALT 2007-HY3 (OC)	CWMBS 2004-19 (SI)	CWMBS 2004-J7 (SI)
CWALT 2007-HY4 (SI)	CWMBS 2004-2 (SI)	CWMBS 2004-J8 (SI)
CWALT 2007-HY6 (OC)	CWMBS 2004-20 (SI)	CWMBS 2004-J9 (SI)
CWALT 2007-HY7C (OC)	CWMBS 2004-21 (SI)	CWMBS 2005-1 (SI)
CWALT 2007-HY8C (OC)	CWMBS 2004-22 (SI)	CWMBS 2005-10 (SI)
CWALT 2007-HY9 (OC)	CWMBS 2004-23 (SI)	CWMBS 2005-11 (SI)
CWALT 2007-J1 (OC/SI)	CWMBS 2004-24 (SI)	CWMBS 2005-12 (SI)
CWALT 2007-J2 (SI)	CWMBS 2004-25 (SI)	CWMBS 2005-13 (SI)
CWALT 2007-OA10 (OC)	CWMBS 2004-29 (SI)	CWMBS 2005-14 (SI)
CWALT 2007-OA11 (SI)	CWMBS 2004-3 (SI)	CWMBS 2005-15 (SI)
CWALT 2007-OA2 (OC)	CWMBS 2004-4 (SI)	CWMBS 2005-16 (SI)
CWALT 2007-OA3 (OC)	CWMBS 2004-5 (SI)	CWMBS 2005-17 (SI)
CWALT 2007-OA4 (OC)	CWMBS 2004-6 (SI)	CWMBS 2005-18 (SI)
CWALT 2007-OA6 (OC)	CWMBS 2004-7 (SI)	CWMBS 2005-2 (SI)
CWALT 2007-OA7 (OC)	CWMBS 2004-8 (SI)	CWMBS 2005-20 (SI)
CWALT 2007-OA8 (OC)	CWMBS 2004-9 (SI)	CWMBS 2005-21 (SI)
CWALT 2007-OA9 (SI)	CWMBS 2004-HYB1 (SI)	CWMBS 2005-22 (SI)

CWMBS 2005-23 (SI)	CWMBS 2006-12 (SI)	CWMBS 2007-13 (SI)
CWMBS 2005-24 (SI)	CWMBS 2006-13 (SI)	CWMBS 2007-14 (SI)
CWMBS 2005-25 (SI)	CWMBS 2006-14 (SI)	CWMBS 2007-15 (SI)
CWMBS 2005-26 (SI)	CWMBS 2006-15 (SI)	CWMBS 2007-16 (SI)
CWMBS 2005-27 (SI)	CWMBS 2006-16 (SI)	CWMBS 2007-17 (SI)
CWMBS 2005-28 (SI)	CWMBS 2006-17 (SI)	CWMBS 2007-18 (SI)
CWMBS 2005-29 (SI)	CWMBS 2006-18 (SI)	CWMBS 2007-19 (SI)
CWMBS 2005-3 (SI)	CWMBS 2006-19 (SI)	CWMBS 2007-2 (SI)
CWMBS 2005-30 (SI)	CWMBS 2006-20 (SI)	CWMBS 2007-20 (SI)
CWMBS 2005-31 (SI)	CWMBS 2006-21 (SI)	CWMBS 2007-21 (SI)
CWMBS 2005-5 (SI)	CWMBS 2006-3 (OC)	CWMBS 2007-3 (SI)
CWMBS 2005-6 (SI)	CWMBS 2006-6 (SI)	CWMBS 2007-4 (SI)
CWMBS 2005-7 (SI)	CWMBS 2006-8 (SI)	CWMBS 2007-5 (SI)
CWMBS 2005-9 (SI)	CWMBS 2006-9 (SI)	CWMBS 2007-6 (SI)
CWMBS 2005-HYB1 (SI)	CWMBS 2006-HYB1 (SI)	CWMBS 2007-7 (SI)
CWMBS 2005-HYB10 (SI)	CWMBS 2006-HYB2 (SI)	CWMBS 2007-8 (SI)
CWMBS 2005-HYB2 (SI)	CWMBS 2006-HYB3 (SI)	CWMBS 2007-9 (SI)
CWMBS 2005-HYB3 (SI)	CWMBS 2006-HYB4 (SI)	CWMBS 2007-HY1 (SI)
CWMBS 2005-HYB4 (SI)	CWMBS 2006-HYB5 (SI)	CWMBS 2007-HY3 (SI)
CWMBS 2005-HYB5 (SI)	CWMBS 2006-J1 (SI)	CWMBS 2007-HY4 (SI)
CWMBS 2005-HYB6 (SI)	CWMBS 2006-J2 (SI)	CWMBS 2007-HY5 (SI)
CWMBS 2005-HYB7 (SI)	CWMBS 2006-J3 (SI)	CWMBS 2007-HY6 (SI)
CWMBS 2005-HYB8 (SI)	CWMBS 2006-J4 (SI)	CWMBS 2007-HY7 (SI)
CWMBS 2005-J1 (SI)	CWMBS 2006-OA4 (OC)	CWMBS 2007-HYB1 (SI)
CWMBS 2005-J2 (SI)	CWMBS 2006-OA5 (OC)	CWMBS 2007-HYB2 (SI)
CWMBS 2005-J3 (SI)	CWMBS 2006-TM1 (SI)	CWMBS 2007-J1 (SI)
CWMBS 2005-J4 (SI)	CWMBS 2007-1 (SI)	CWMBS 2007-J2 (SI)
CWMBS 2006-1 (SI)	CWMBS 2007-10 (SI)	CWMBS 2007-J3 (SI)
CWMBS 2006-10 (SI)	CWMBS 2007-11 (SI)	CWMBS 2008-1 (SI)
CWMBS 2006-11 (SI)	CWMBS 2007-12 (SI)	

### **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and among (i) The Bank of New York Mellon (f/k/a The Bank of New York) in its capacity as trustee or indenture trustee of certain mortgage-securitization trusts identified herein ("BNY Mellon" or the "Trustee"), and (ii) Bank of America Corporation ("BAC"), and BAC Home Loans Servicing, LP ("BAC HLS") (collectively, "Bank of America") and Countrywide Financial Corporation ("CFC") and Countrywide Home Loans, Inc. ("CHL") (collectively, "Countrywide").

WHEREAS, BNY Mellon is the trustee or indenture trustee for the trusts corresponding to the five hundred and thirty (530) residential mortgage-backed securitizations listed on Exhibit A hereto (the "Covered Trusts");

WHEREAS, Countrywide sold Mortgage Loans, which served as collateral for the Covered Trusts;

WHEREAS, the Trustee, CHL, and/or BAC HLS are parties to the Pooling and Servicing Agreements and in some cases Sale and Servicing Agreements and Indentures governing the Covered Trusts (as amended, modified, and supplemented from time-to-time, the "Governing Agreements"), and CHL, Countrywide Home Loans Servicing, LP, and/or BAC HLS has acted as Master Servicer for the Covered Trusts ("Master Servicer");

WHEREAS, certain significant holders of certificates or notes representing interests in certain of the Covered Trusts and investment managers of accounts holding such certificates or notes (the "Institutional Investors," as defined in more detail in the Institutional Investor Agreement) have entered into a separate Institutional Investor Agreement with the Trustee, Bank of America and Countrywide, the due execution of which is a condition to the effectiveness of this Settlement Agreement;

WHEREAS, allegations have been made of breaches of representations and warranties contained in the Governing Agreements with respect to the Covered Trusts (including alleged failure to comply with underwriting guidelines (including limitations on underwriting exceptions), to comply with required loan-to-value and debt-to-income ratios, to ensure appropriate appraisals of mortgaged properties, and to verify appropriate owner-occupancy

status) and of the repurchase provisions contained in the Governing Agreements;

WHEREAS, the Institutional Investors have sought to provide notice pursuant to certain of the Governing Agreements claiming failure by Bank of America and Countrywide, and affiliates, divisions, and subsidiaries thereof, to perform thereunder, and have alleged Mortgage Loan-servicing breaches and documentation defects against Bank of America and Countrywide, and affiliates, divisions, and subsidiaries thereof, and Bank of America and Countrywide dispute such allegations and waive no rights, and preserve all of their defenses, with respect to such allegations and putative notices;

WHEREAS, the Institutional Investors have asserted that Bank of America is liable for the obligations of Countrywide with respect to the Covered Trusts, and Bank of America disputes that contention and waives no rights, and preserves all of its defenses, with respect to such contention;

WHEREAS, the Institutional Investors formed a steering committee (comprised of BlackRock Financial Management, Inc., Pacific Investment Management Company LLC, certain ING companies, Metropolitan Life Insurance Company, and the Federal Home Loan Mortgage Corporation (“Freddie Mac”));

WHEREAS, the Trustee, Bank of America, Countrywide, and the Institutional Investors have engaged in arm’s-length settlement negotiations that included the exchange of confidential materials;

WHEREAS, in the settlement negotiations, the Trustee received and evaluated information presented by Bank of America, Countrywide, and the Institutional Investors related to potential liabilities and defenses, and alleged damages, and has determined, in the exercise of its discretion as Trustee, that entry into this Settlement Agreement and the settlement contemplated thereby (the “Settlement”) is within the Trustee’s powers under the Governing Agreements and applicable law and in the best interests of and advantageous to the Covered Trusts; and

WHEREAS, as set forth below, the Settlement is subject to judicial approval, and, toward that end, the Trustee will commence in the Supreme Court of the State of New York, County of

New York (the “Settlement Court”), in its capacity as trustee or indenture trustee under the Governing Agreements, a proceeding under Article 77 of the New York Civil Practice Law and Rules (the “Article 77 Proceeding”) and file a verified petition that seeks a final order and judgment that conforms in all material respects to the form attached as Exhibit B hereto (the “Final Order and Judgment”).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. Definitions.** Any capitalized terms not defined herein shall have the definition given to them in the Governing Agreements. As used in this Settlement Agreement, in addition to the terms otherwise defined herein or in the Governing Agreements, the following terms shall have the meanings set forth below (the definitions to be applicable to both the singular and the plural forms of each term defined if both forms of such term are used in this Settlement Agreement):

(a) “Approval Date” shall mean the date upon which Final Court Approval, as defined in Paragraph 2, is obtained;

(b) “Bank of America Parties” shall mean BAC and any of its past, present, or future, direct or indirect affiliates, parents, divisions, or subsidiaries (including BAC HLS and Bank of America, N.A.), and each of their respective past, present, or future, direct or indirect affiliates, parents, divisions, subsidiaries, general partners, limited partners, shareholders, officers, directors, trustees, members, employees, agents, servants, attorneys, accountants, insurers, co-insurers, and re-insurers, and the predecessors, successors, heirs, and assigns of each of the foregoing;

(c) “BNY Mellon Parties” shall mean BNY Mellon and any of its past, present, or future, direct or indirect affiliates, parents, divisions, or subsidiaries, on behalf of themselves and each of their respective past, present, or future, direct or indirect affiliates, parents, divisions, subsidiaries, general partners, limited partners, officers, directors, trustees, co-trustees, members, employees, agents, servants, attorneys, accountants, insurers, co-insurers, and re-insurers, and the predecessors, successors, heirs, and assigns of the foregoing;

(d) “Code” means the Internal Revenue Code of 1986, as amended;

(e) “Countrywide Parties” shall mean CFC and any of its past, present, or future, direct or indirect affiliates, parents, divisions, or subsidiaries (including CHL, Countrywide Capital Markets, Countrywide Bank FSB, Countrywide Securities Corporation, Countrywide Home Loans Servicing, LP (now known as BAC Home Loans Servicing, LP), CWMBS, Inc., CWABS, Inc., CWALT, Inc., CWHEQ, Inc., Park Granada LLC, Park Monaco Inc., Countrywide LFT LLC, and Park Sienna LLC), and each of their respective past, present, or future, direct or indirect affiliates, parents, divisions, subsidiaries, general partners, limited partners, shareholders, officers, directors, trustees, members, employees, agents, servants, attorneys, accountants, insurers, co-insurers, and re-insurers, and the predecessors, successors, heirs, and assigns of the foregoing;

(f) “Governmental Authority” shall mean any United States or foreign government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to the foregoing, or any other authority, agency, department, board, commission, or instrumentality of the United States, any State of the United States or any political subdivision thereof or any foreign jurisdiction, and any court, tribunal, or arbitrator(s) of competent jurisdiction, and any United States or foreign governmental or non-governmental self-regulatory organization, agency, or authority (including the New York Stock Exchange, Nasdaq, and the Financial Industry Regulatory Authority);

(g) “Investors” shall mean all certificateholders and noteholders in the Covered Trusts, and their successors in interest, assigns, and transferees;

(h) “Law” shall mean collectively (whether now or hereafter enacted, promulgated, entered into, or agreed to) all laws (including common law), statutes, ordinances, codes, rules, regulations, directives, decrees, and orders, whether by consent or otherwise, of Governmental Authorities, or publicly-disclosed agreements between any Party and any Governmental Authority;

(i) “Losses” shall mean any and all claims, suits, liabilities (including strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, assessments, demands, charges, fees, judgments, awards, disbursements and amounts paid in settlement, punitive damages, foreseeable and unforeseeable damages, incidental or

consequential damages, of whatever kind or nature (including attorneys' fees and other costs of defense and disbursements);

(j) "Party" shall refer individually to each of the Trustee, Bank of America, and Countrywide, which shall collectively be the "Parties";

(k) "Person" shall mean any individual, corporation, company, partnership, limited liability company, joint venture, association, trust, or other entity, including a Governmental Authority;

(l) "REMIC" shall mean a "real estate mortgage investment conduit" within the meaning of Section 860D of the Code;

(m) "REMIC Provisions" shall mean the provisions of United States federal income tax law relating to real estate mortgage investment conduits, which appear at Section 860A through Section 860G of the Code, and related provisions and regulations promulgated thereunder, as the foregoing may be in effect from time to time;

(n) "Settlement Agreement" shall mean this settlement agreement, together with all of its Exhibits; and

(o) "Signing Date" shall mean the date on which this Settlement Agreement is first executed by all of the Parties. The Signing Date may also be referred to herein as the date of this Settlement Agreement.

## **2. Final Court Approval.**

(a) Requirement of Final Court Approval. Where provided for herein, the terms of this Settlement Agreement are subject to and conditioned upon "Final Court Approval." Final Court Approval shall have occurred only after (i) the Article 77 Proceeding is commenced, (ii) notice of the Settlement and related matters is provided to the extent reasonably practicable to the Investors in a form and by a method approved by the Settlement Court, (iii) the Investors are given an opportunity to object and to make their views known to the Settlement Court in such manner as the Settlement Court may direct, (iv) the Trustee and any other supporter of the Settlement are given the opportunity to make their views known to the Settlement Court in such



manner as the Settlement Court may direct, (v) the Settlement Court enters in the Article 77 Proceeding (including in a subsequent proceeding following an appeal and remand) the Final Order and Judgment (provided that if the Settlement Court enters an order that does not conform in all material respects to the form of order attached as Exhibit B hereto, the Parties may, by the written agreement of all Parties, deem that order to be the Final Order and Judgment; and provided further that, if the Settlement Court modifies Subparagraphs 3(d)(i), (ii), or (iii) (in each case in a manner consistent with the Governing Agreements) that modification shall not be considered to be a material change to the form of order attached as Exhibit B hereto), and (vi) either the time for taking any appeal of the Final Order and Judgment has expired without such an appeal being filed or, if an appeal is taken, upon entry of an order affirming the Final Order and Judgment and when the applicable period for the appeal of such affirmance of the Final Order and Judgment has expired, or, if an appeal is taken from any decision affirming the Final Order and Judgment, upon entry of an order in such appeal finally affirming the Final Order and Judgment without right of further appeal or upon entry of any stipulation dismissing any such appeal with no right of further prosecution of the appeal (in all circumstances there being no possibility of such Final Order and Judgment being upset on appeal therefrom, or in any related appeal from an order of the Settlement Court in the Article 77 Proceeding, or in any other proceeding pending at the time when all other prerequisites for Final Court Approval are met that puts into issue the validity of the Settlement). All Parties will use their reasonable best efforts to obtain Final Court Approval.

(b) Effect of Failure to Obtain Final Court Approval. If at any time Final Court Approval of the Settlement shall become legally impossible (including by reason of the denial of Final Court Approval by a court with no possibility of further appeal or proceedings that could result in Final Court Approval), the Settlement Agreement shall be null and void and have no further effect as to the Parties except as set forth in this Subparagraph 2(b) and other provisions not specifically provided for herein as being subject to or conditioned upon Final Court Approval. In such event: (i) except as provided in Paragraph 7, the Parties hereto shall be deemed to have reverted to their respective status as to all claims, positions, defenses, and responses as of the date a day prior to the Signing Date, and (ii) the provisions of Paragraph 20 shall apply, along with such other provisions hereof not specifically provided for as being subject to or conditioned upon Final Court Approval. If Final Court Approval has not been obtained by

December 31, 2015, then Bank of America and Countrywide shall be permitted to withdraw from this Settlement Agreement and from the Settlement with like effect as if Final Court Approval had become legally impossible but only if the Trustee consents to such withdrawal in writing if in good faith it deems such withdrawal to be in the best interests of the Covered Trusts.

(c) Preliminary Order. As an initial step towards seeking Final Court Approval, as soon as is practicable after the Signing Date, the Trustee shall commence the Article 77 Proceeding and seek a preliminary order (the “Preliminary Order”) to be entered by the Settlement Court providing for and/or requiring: (i) a form and method of notice of the Settlement and related matters to Investors (in a form and by a method agreed to after consultation with the other Parties), (ii) a deadline for the filing of written objections to the Settlement and responses thereto, (iii) a hearing date at which the Settlement Court would consider whether to enter the Final Order and Judgment, (iv) a direction that all actions subsequently filed that contain claims that would be within the release and waiver provided for in Paragraph 9 should be assigned or transferred to the justice of the Settlement Court before whom the Article 77 Proceeding is pending, and (v) ordering that the Trustee may seek direction from the Settlement Court before taking any action in respect of a Covered Trust that relates to the subject matter of the Article 77 Proceeding. At the same time as the Trustee seeks the Preliminary Order, it shall also file with the Settlement Court a petition stating its support for the Settlement Agreement.

(d) Cost of Notice. All costs related to the giving of notice of this Settlement and related matters as part of the Article 77 Proceeding shall be borne by Bank of America and/or Countrywide.

(e) Federal Tax Ruling. Final Court Approval shall be deemed not to have been obtained unless and until there has been received private letter ruling(s) applicable to all of the Covered Trusts from the Internal Revenue Service to the effect that: (i) the execution of, and the transactions contemplated by, this Settlement Agreement, including (A) allocation of the Settlement Payment to a Covered Trust and the methodology for determining such allocation, (B) the receipt of the Settlement Payment by a Covered Trust, (C) the distribution of the Settlement Payment by a Covered Trust to any of its Investors and the methodology for

determining such distributions, and (D) any monthly Master Servicing Fee Adjustment received by or otherwise credited to such Covered Trust will not cause any portion of a Covered Trust for which a REMIC election has been made in accordance with the applicable Governing Agreement to fail to qualify at any time as a REMIC, and (ii) the receipt of the Settlement Payment by the Covered Trusts and the receipt or other credit of any monthly Master Servicing Fee Adjustment by the Covered Trusts will not cause, or result in, the imposition of any taxes on the Covered Trusts or on any portion of a Covered Trust for which a REMIC election has been made in accordance with the terms of the applicable Governing Agreement. The Trustee shall cause a request for such letter ruling(s) to be submitted to the Internal Revenue Service within thirty (30) days of the Signing Date, or, if the Internal Revenue Service is not amenable to receipt of the Trustee's request for rulings within this thirty day period, as promptly as practicable thereafter, and shall use reasonable best efforts to pursue such request; such request may not be abandoned without the consent (which shall not unreasonably be withheld) of Bank of America, Countrywide, and the Institutional Investors. Bank of America and Countrywide shall use their reasonable best efforts to assist in the Trustee's preparation and pursuit of the request for the rulings. In the event that the provisions of Subparagraph 3(d)(i), (ii), or (iii) of this Settlement Agreement are modified by the Settlement Court, the Trustee shall update its request to the Internal Revenue Service to take account of such modifications, and the requirements of this Subparagraph 2(e) necessary for there to be Final Court Approval shall be deemed not to have been satisfied until there has been received private letter ruling(s) applicable to the Covered Trusts that takes account of such modifications and otherwise meets the requirements of (i) and (ii) of this Subparagraph 2(e).

(f) State Tax Rulings or Opinions. Final Court Approval shall be deemed not to have been obtained unless and until there has been received at the Trustee's request an opinion of Trustee tax counsel with respect to the States of New York and California, in each case, to the same legal effect as the requested rulings described in Subparagraph 2(e)(i) and (ii). The Trustee shall use reasonable best efforts to pursue such requests for opinions; any such requests may not be abandoned without the consent (which shall not unreasonably be withheld) of Bank of America, Countrywide, and the Institutional Investors. Bank of America and Countrywide shall use their reasonable best efforts to assist in the Trustee's preparation and pursuit of the foregoing requests. In the event that the provisions of Subparagraphs 3(d)(i), (ii), or (iii) of this Settlement

Agreement are modified by the Settlement Court, the Trustee shall update its requests for such opinions to take account of such modifications, and the requirements of this Subparagraph 2(f) necessary for there to be Final Court Approval shall be deemed not to have been satisfied until each of the opinions described in this Subparagraph 2(f) is received in a form that takes account of such modifications and otherwise meets the requirements of this Subparagraph 2(f).

(g) The Parties may collectively agree, each acting in its sole discretion, to deem the requirements of Subparagraphs 2(e) (“Federal Tax Ruling”) or 2(f) (“State Tax Rulings or Opinions”) to have been met by the receipt of tax rulings or opinions, as the case may be, that are substantially in accord with the requirements of such Subparagraphs 2(e) or 2(f).

**3. Settlement Amount.**

(a) Settlement Payment. If and only if Final Court Approval is obtained, Bank of America and/or Countrywide shall pay or cause to be paid eight billion five hundred million dollars (\$8,500,000,000.00) (the “Settlement Payment”) within one-hundred and twenty (120) days of the Approval Date, in accordance with the following provisions.

(b) Method of Payment. Each Covered Trust’s Allocable Share of the Settlement Payment shall be wired to the Certificate Account or Collection Account for such Covered Trust by Bank of America as directed by the Trustee following determination of the Allocable Share of each Covered Trust pursuant to Subparagraph 3(c); provided, that if the Allocable Share of each Covered Trust has not been determined pursuant to Subparagraph 3(c) at the time at which the Settlement Payment is due pursuant to Subparagraph 3(a), the Settlement Payment shall be wired to a non-interest-bearing escrow account at BNY Mellon (the “Escrow Account”) set up for the sole purpose of holding the Settlement Payment until the relevant Allocable Shares have been determined, at which time each Allocable Share of the Settlement Payment shall be wired from the Escrow Account to the Certificate Account or Collection Account for each applicable Covered Trust. The Parties undertake to use reasonable best efforts to enter into a reasonably satisfactory escrow agreement in the event that an Escrow Account is required, which shall include instructions regarding the payment of the Allocable Shares from the Escrow Account to the Covered Trusts by the Trustee. All of the Trustee’s reasonable costs and expenses associated with performing its obligations under this Subparagraph 3(b) that exceed its ordinary costs and

expenses as Trustee shall be borne by Bank of America and/or Countrywide. If, after the Approval Date, all or any portion of the Settlement Payment is voided or rescinded for any reason, including as a preferential or fraudulent transfer (an “Avoided Payment”), that Avoided Payment shall be treated for purposes of this Paragraph 3 as though it were not made at all (provided that written notice has been given by the Trustee to Bank of America and Countrywide and Bank of America or Countrywide has not cured, made, or restored such payment within sixty (60) days). In the event of an Avoided Payment, the BNY Mellon Parties shall have no liability to any Person whatsoever for any Avoided Payment or any liability or losses relating thereto.

(c) Allocation Formula. The Settlement Payment shall be allocated by the Trustee amongst the Covered Trusts. The Trustee shall retain a qualified financial advisor (the “Expert”) to make any determinations and perform any calculations that are required in connection with the allocation of the Settlement Payment among the Covered Trusts. For avoidance of doubt, for purposes of this Subparagraph 3(c), the term “Covered Trust” shall include any Excluded Covered Trusts. To the extent that the collateral in any Covered Trust is divided by the Governing Agreements into groups of loans (“Loan Groups”) so that ordinarily only certain classes of Investors benefit from the proceeds of particular Loan Groups, those Loan Groups shall be deemed to be separate Covered Trusts for purposes of the allocation and distribution methodologies set forth below. The Trustee shall instruct the Expert to apply the following allocation formula:

(i) *First*, the Expert shall calculate the amount of net losses for each Covered Trust that have been or are estimated to be borne by that trust from its inception date to its expected date of termination as a percentage of the sum of the net losses that are estimated to be borne by all Covered Trusts from their inception dates to their expected dates of termination (such amount, the “Net Loss Percentage”);

(ii) *Second*, the Expert shall calculate the “Allocable Share” of the Settlement Payment for each Covered Trust by multiplying (A) the amount of the Settlement Payment by (B) the Net Loss Percentage for such Covered Trust, expressed as a decimal; provided that the Expert shall be entitled to make adjustments to the Allocable Share of each Covered Trust to

ensure that the effects of rounding do not cause the sum of the Allocable Shares for all Covered Trusts to exceed the applicable Settlement Payment;

(iii) *Third*, if applicable, the Expert shall calculate the portion of the Allocable Share that relates to principal-only certificates or notes and the portion of the Allocable Share that relates to all other certificates or notes; and

(iv) The Expert shall calculate the Allocable Share within ninety (90) days of the Approval Date.

(d) Distribution of the Allocable Shares; Increase of Balances.

(i) After the Allocable Share for each Covered Trust has been deposited into the Certificate Account or Collection Account for each Covered Trust, the Trustee shall distribute it to Investors in accordance with the distribution provisions of the Governing Agreements (taking into account the Expert's determination under Subparagraph 3(c)(iii)) as though it was a Subsequent Recovery available for distribution on that distribution date (provided that if the Governing Agreement for a particular Covered Trust does not include the term "Subsequent Recovery," the Allocable Share of such Covered Trust shall be distributed as though it was unscheduled principal available for distribution on that distribution date); provided, however, that the Master Servicer shall not be entitled to receive any portion of the Allocable Share distributed to any Covered Trust, it being understood that the Master Servicer's other entitlements to payments, and to reimbursement or recovery, including of Advances and Servicing Advances, under the terms of the Governing Agreements shall not be affected by this Settlement Agreement except as expressly provided in this Subparagraph 3(d)(i) and in Subparagraph 5(c)(iv). To the extent that as a result of the distribution of the Allocable Share in a particular Covered Trust a principal payment would become payable to a class of REMIC residual interests, whether on the distribution of the Allocable Share or on any subsequent distribution date that is not the final distribution date under the Governing Agreement for such Covered Trust, such payment shall be maintained in the distribution account and the Trustee shall distribute it on the next distribution date according to the provisions of this Subparagraph 3(d)(i).

(ii) In addition, after the distribution of the Allocable Share to Investors pursuant to Subparagraph 3(d)(i), the Trustee will allocate the amount of the Allocable Share for that Covered Trust in the reverse order of previously allocated Realized Losses, to increase the Class Certificate Balance, Component Balance, Component Principal Balance, or Note Principal Balance, as applicable, of each class of Certificates or Notes (or Components thereof) (other than any class of REMIC residual interests) to which Realized Losses have been previously allocated, but in each case by not more than the amount of Realized Losses previously allocated to that class of Certificates or Notes (or Components thereof) pursuant to the Governing Agreements. For the avoidance of doubt, for Covered Trusts for which the Senior Credit Support Depletion Date shall have occurred prior to the allocation of the amount of the Allocable Share in accordance with the immediately preceding sentence, in no event shall the foregoing allocation be deemed to reverse the occurrence of the Senior Credit Support Depletion Date in such Covered Trusts. Holders of such Certificates or Notes (or Components thereof) will not be entitled to any payment in respect of interest on the amount of such increases for any interest accrual period relating to the distribution date on which such increase occurs or any prior distribution date. Any such increase shall be applied pro rata to the Certificate Balance, Component Balance, Component Principal Balance, or Note Principal Balance of each Certificate or Note of each class. For the avoidance of doubt, this Subparagraph 3(d)(ii) is intended only to increase Class Certificate Balances, Component Balances, Component Principal Balances, and Note Principal Balances, as provided for herein, and shall not affect the distribution of the Settlement Payment provided for in Subparagraph 3(d)(i).

(iii) In no event shall the deposit or distribution of any amount hereunder into any Covered Trust be deemed to reduce the collateral losses experienced by such Covered Trust.

(iv) For any of the Covered Trusts in which there is a third-party guaranty or other financial guaranty provided for one or more tranches by an entity that has not previously released the right to seek repurchase of Mortgage Loans, notwithstanding anything else in this Settlement Agreement, Bank of America and Countrywide shall, up to the Approval Date, have the option to exclude such Covered Trust from the Settlement, unless and until an agreement is reached by Bank of America, Countrywide, and the third-party guarantor or financial-guaranty provider, pursuant to which the third-party guarantor or financial guaranty provider agrees not to make any

repurchase demands with relation to that Covered Trust. In the event that a Covered Trust is excluded under this Subparagraph 3(d)(iv), it shall be treated in accordance with Subparagraph 4(a).

(v) Nothing in Subparagraphs 3(d)(i), (ii), or (iii) is intended to or shall be construed to amend any Governing Agreements; a modification of Subparagraphs 3(d)(i), (ii), or (iii) (in each case in a manner consistent with the Governing Agreements) by the Settlement Court shall not constitute a material change to the terms of this Settlement Agreement.

(vi) The Trustee shall administer the distribution of the Allocable Shares pursuant to this Settlement Agreement and the Governing Agreements. Under no circumstances shall Bank of America or Countrywide have any liability to the Trustee, the Investors, the Covered Trusts, or any other Person in connection with such determination, administration, or distribution (including distribution within each Covered Trust) of the Allocable Shares, including under any indemnification obligation provided for in any Governing Agreement (including as clarified by the side-letter attached as Exhibit C to this Settlement Agreement).

(e) Determinations by the Expert. In the absence of bad faith or manifest error, the Expert's determinations and calculations in connection with the Allocable Share of each Covered Trust shall be treated as final and accepted by all Parties for purposes of Paragraph 3.

#### **4. Effect of Exclusion of Trusts.**

(a) Excluded Covered Trusts. In the event that any Covered Trust is excluded from the Settlement (an "Excluded Covered Trust"), the Allocable Share that would otherwise become payable to that Excluded Covered Trust shall be paid to Bank of America (as a matter of convenience for allocation as between Bank of America and Countrywide as appropriate), and there shall be no obligation by any of the Bank of America Parties or the Countrywide Parties to make any payments or provide any of the benefits of the Settlement to such Excluded Covered Trust or to Investors therein, or to comply with any of the provisions of Paragraphs 5 or 6 (except as specifically provided therein) with respect to such Excluded Covered Trust. The Trustee shall not be limited in the actions that it may take with respect to any Excluded Covered Trust (subject to the provisions of Paragraphs 17 and 20).



(b) Withdrawal From Settlement. In the event that one or more Covered Trusts, holding, in the aggregate, Mortgage Loans with unpaid principal balances as of the first Trustee report after the Signing Date aggregating in excess of a confidential percentage of the total unpaid principal balance of the Covered Trusts as of that date, such percentage having been provided to the Trustee by Bank of America and Countrywide prior to the execution of this Settlement Agreement, shall become Excluded Covered Trusts, Bank of America and Countrywide shall have the option, in their sole discretion, to withdraw from the Settlement with like effect as if Final Court Approval had become legally impossible. For purposes of calculating the unpaid principal balance of Excluded Covered Trusts in connection with this Subparagraph 4(b), the unpaid principal balance of Covered Trusts that become Excluded Covered Trusts at the election of Bank of America or Countrywide pursuant to Subparagraph 3(d)(iv) shall not be included.

**5. Servicing.** The Master Servicer shall implement the following servicing improvements (the “Servicing Improvements”). Material compliance with the provisions of this Paragraph 5 shall satisfy the Master Servicer’s obligation to service the Mortgage Loans prudently in accordance with the relevant provisions of the Governing Agreements:

(a) Subservicer Selection and Assignment. In conformity with the subservicing provisions of the Governing Agreements:

(i) Within thirty (30) days of the Signing Date, the Institutional Investors and the Master Servicer shall agree on a list (the “Agreed List”) of no fewer than eight and no more than ten subservicers (each a “Subservicer” and together the “Subservicers”) to service High Risk Loans (as defined in Subparagraph 5(b)) and submit the Agreed List to the Trustee for review. If agreed by the Institutional Investors and the Master Servicer, the Master Servicer or an affiliate of the Master Servicer may serve as a Subservicer (in addition to the eight to ten to be otherwise agreed) and be included on the Agreed List. Within forty-five (45) days of receipt of the Agreed List, the Trustee, after consulting with an expert of its choice (whose advice shall be deemed full and complete authorization and protection in respect of the Trustee’s decision), may object to any of the Subservicers on the Agreed List or reduce the maximum number of Mortgage Loans from the Covered Trusts that any such Subservicer may service at any one time to less than

30,000; provided that the Trustee may object to a Subservicer, or reduce the maximum number of Mortgage Loans from the Covered Trusts that any such Subservicer may service at any one time, only on the grounds listed in Exhibit D hereto and none other. The Trustee shall act in good faith in its approval decisions and shall include in any decision to object to a particular Subservicer the grounds for such objection. In the absence of an objection by the Trustee, all of the Subservicers on the Agreed List shall be deemed to be approved. If the Trustee objects to one or more Subservicers, all of the Subservicers on the Agreed List as to which there has been no objection shall be deemed approved. The Subservicers approved, or deemed approved, by the Trustee shall make up the "Approved List."

(ii) If the Trustee objects to a Subservicer on the Agreed List, or if a Subservicer on the Approved List at any time fails to meet, or ceases to meet, any of the qualifications described in Subparagraph 5(a)(iii), the Master Servicer shall remove such Subservicer from the Agreed List and/or the Approved List, as applicable, and may: (A) propose to replace any such Subservicer with a new subservicer by written notice to the Trustee, subject to such new subservicer meeting the qualifications described in Subparagraph 5(a)(iii) or (B) if applicable, re-submit such Subservicer to the Trustee for approval, provided that the Master Servicer has a commercially reasonable basis for believing that the grounds for the Trustee's objection to the subservicer are no longer applicable. Within fourteen (14) days of receipt of such notice or re-submission, the Trustee, after consulting with an expert of its choice (whose advice shall be deemed full and complete authorization and protection in respect of the Trustee's decision), may object to the proposed subservicer or reduce the maximum number of Mortgage Loans from the Covered Trusts that such proposed subservicer may service at any one time to less than 30,000; provided that the Trustee may object to a proposed subservicer or reduce the maximum number of Mortgage Loans from the Covered Trusts only on the grounds listed in Exhibit D hereto and none other. In the absence of an objection, the proposed subservicer shall be deemed approved and included on the Approved List. If the Trustee objects to a proposed subservicer, the Master Servicer may propose another subservicer pursuant to the process set out above, which process may be repeated multiple times. If the Trustee, pursuant to this Subparagraph 5(a)(ii), reduces the maximum number of Mortgage Loans that a Subservicer may service at any one time to less than 30,000, the Master Servicer may request from time to time that the Trustee lift or revise any such reduction of the maximum number of Mortgage Loans that that Subservicer may service

(subject to the maximum of 30,000 outstanding Mortgage Loans at any one time established by this Paragraph 5), and the Trustee, after consulting with an expert of its choice (whose advice shall be deemed full and complete authorization and protection in respect of the Trustee's decision), may agree or disagree, provided that the Trustee shall make such decision only on the grounds listed in Exhibit D hereto and none other. Nothing herein shall be construed as requiring the Master Servicer to obtain the Trustee's approval prior to terminating a Subservicer for cause.

(iii) To qualify for the transfer of loans for subservicing, a Subservicer must: (1) possess and maintain all material state and local licenses and registrations and be qualified to do business in the relevant jurisdictions, (2) agree to comply, and comply, with any laws, regulations, orders, mandates, or rulings of any Governmental Authority and/or any agreement or settlement between the Master Servicer or any of the other Bank of America Parties with any Governmental Authority applicable to subservicing, (3) maintain sufficient capable staff and facilities located in the United States, agree to meet, and meet, specified service level and performance requirements, and meet reasonable financial criteria, (4) agree to indemnify and hold harmless the Master Servicer for any servicing failures or breaches committed by it, (5) be eligible to service in accordance with the Home Affordable Modification Program ("HAMP") either pursuant to a Servicer Participation Agreement or an Assignment and Assumption Agreement with the U.S. Department of Treasury, (6) meet, and otherwise be subject to, all relevant third-party provider requirements of the Office of the Comptroller of the Currency, (7) meet, and otherwise be subject to, the Master Servicer's vendor management policies, provided that such policies are of general application and do not address the specific requirements for performance under this Settlement Agreement, any agreement for the transfer of loans to subservicing, or any agreement for the sale of servicing rights, and (8) otherwise meet the requirements of the subservicing provisions of the Governing Agreements. In determining whether a Subservicer meets the qualifications described in this Subparagraph 5(a)(iii), the Master Servicer shall act in good faith and shall use commercially reasonable standards. Notwithstanding any other provision of this Settlement Agreement, the Master Servicer shall have no obligation to, and shall not, enter into a subservicing contract with, or transfer any Mortgage Loan for subservicing to, any Subservicer that does not meet the qualifications described in this Subparagraph 5(a)(iii) at the relevant time. Any Subservicer on the Approved

List that, at any time, does not meet the qualifications described in this Subparagraph 5(a)(iii) and that subsequently has a commercially reasonable basis for believing that it can meet the qualifications described in this Subparagraph 5(a)(iii), can request that the Master Servicer re-evaluate whether it meets the qualifications described in this Subparagraph 5(a)(iii), and if the Master Servicer determines that the Subservicer meets the qualifications described in this Subparagraph 5(a)(iii), such Subservicer shall be considered eligible for the transfer of High Risk Loans (subject to, if applicable, negotiation of a subservicing contract pursuant to Subparagraph 5(a)(iv)).

(iv) Beginning on the date of the Trustee's approval (or deemed approval, as applicable) of at least four Subservicers, the Master Servicer shall negotiate a servicing contract that includes commercially reasonable terms (including without limitation the right to terminate the Subservicer for cause) and map the computer-transfer of Mortgage Loans with not less than one Subservicer per quarter until all of the Subservicers on the Approved List are operational. The terms on which the Subservicers are compensated shall be commercially reasonable pool-performance incentives and/or activity-based incentives substantially similar to, and not materially less favorable than, those set forth on Exhibit E hereto. The servicing contract with each Subservicer shall prohibit the Subservicer from subcontracting the servicing, subservicing, selling the servicing rights, or otherwise transferring the servicing rights of any of the High Risk Loans to another party, provided that nothing herein shall be construed to limit the right of the Subservicers to engage third-party vendors or subcontractors to perform tasks that prudent mortgage banking institutions commonly engage third party vendors or subcontractors to perform with respect to mortgage loans and related property, including, but not limited to, tax monitoring, insurance monitoring, property inspection, reconveyance, services provided by licensed field agents, and brokering REO property ("Routinely Outsourced Tasks").

(v) The Master Servicer will complete the contract negotiation and computer-transfer mapping for each Subservicer in a three-month time period running from the commencement of computer-transfer mapping with that Subservicer, provided, however, that the Master Servicer shall have no obligation to contract with any Subservicer that does not meet the qualifications described in Subparagraph 5(a)(iii) or on terms that are not commercially reasonable, and shall incur no liability whatsoever nor be subject to any other form of remedy if it cannot comply with

any provision of this Paragraph 5 because it is unable to contract with such a Subservicer on commercially reasonable terms (provided, however, that the other provisions of this Paragraph 5 shall remain in force).

(vi) If the Master Servicer exceeds the three month time frame to complete the required computer mapping specified in Subparagraph 5(a)(v), the Master Servicer shall retain a competent third party, at its own expense, to complete the computer mapping as soon as reasonably practical (and shall have no other liability for exceeding the time frame provided that it retains such third party and proceeds diligently to complete the computer mapping).

(vii) After at least one Subservicer is operational, the Master Servicer shall initiate the transfer of Mortgage Loans to at least one Subservicer per quarter; provided, however, that each Subservicer shall have no more than 30,000 outstanding Mortgage Loans from the Covered Trusts at any one time. If each operational Subservicer has 30,000 outstanding Mortgage Loans from the Covered Trusts (or such lesser maximum number as the Trustee directs pursuant to Subparagraphs 5(a)(i) and (ii), as applicable), the Master Servicer shall have no obligation to transfer any Mortgage Loans until such time as an operational Subservicer has enough less than 30,000 outstanding Mortgage Loans from the Covered Trusts (or such lesser maximum number as the Trustee directs pursuant to Subparagraphs 5(a)(i) and (ii), as applicable) so as to make a transfer of Mortgage Loans commercially reasonable.

(viii) Only one Subservicer shall be assigned to each Covered Trust.

(ix) Any Mortgage Loan in subservicing for which twelve (12) consecutive timely payments have been made by or on behalf of the borrower shall be transferred back to the Master Servicer. The Master Servicer shall include a provision to this effect in the subservicing contract with each Subservicer. This provision shall not apply to any Mortgage Loan for which the Master Servicer has sold the servicing rights.

(x) All costs associated with implementation of these subservicing provisions shall be borne by the Master Servicer and/or the Subservicers, as applicable; provided, however, that the costs of the Subservicer compensation described in Subparagraph 5(a)(iv) and on Exhibit E hereto shall be borne by the Master Servicer. For the avoidance of doubt, if a Mortgage Loan is

transferred to subservicing, the Master Servicer shall retain all rights to receive payment for accrued but unpaid Master Servicing Fees and to be reimbursed for outstanding Advances at the same time and in the same manner as if the Master Servicer had retained the servicing function.

(xi) Beginning on the date of the Trustee's approval or deemed approval of at least four Subservicers, the Master Servicer may, at its option, sell the servicing rights on High Risk Loans to any Subservicer on the Approved List, provided that: (1) such sale complies with the applicable provisions of the applicable Governing Agreements; (2) the Subservicer possesses all material state and local licenses and registrations and is qualified to do business in the relevant jurisdictions; (3) the Subservicer maintains sufficient capable staff and facilities located in the United States, meets specified service level and performance requirements, and meets reasonable financial criteria; (4) the Subservicer complies with applicable laws, regulations, orders, mandates, or rulings of any Governmental Authority; (5) the Master Servicer ensures that the terms of the contract of sale include terms not materially less favorable than, similar to, and designed to substantially maintain the effect of, the commercially reasonable pool performance incentives and/or activity-based incentives set forth on Exhibit E hereto; (6) the total number of outstanding Mortgage Loans from the Covered Trusts serviced by any Subservicer, whether as a result of a sale of servicing rights or of a transfer to subservicing, shall not exceed 30,000 at any one time; (7) the Master Servicer covenants to provide Advance financing on commercially reasonable terms or otherwise guarantee such payment, if necessary to ensure the creditworthiness of the Subservicer in connection with Advances; (8) the Master Servicer ensures that the terms of the contract of sale prohibit the Subservicer from subcontracting the servicing, subservicing, selling the servicing rights, or otherwise transferring the servicing rights of any of the High Risk Loans to another party, provided that the Master Servicer is not required to restrict the Subservicer's ability to engage third-party vendors or subcontractors to perform Routinely Outsourced Tasks; (9) the Master Servicer shall enforce its rights under any contract of sale in good faith; (10) the Master Servicer ensures that the terms of the contract of sale include provisions similar to, and that are designed to substantially maintain the effect of, Subparagraphs 5(d) and 5(e); and (11) the Master Servicer obtains whatever powers of attorney may be necessary from the Trustee (which power of attorney shall not be unreasonably withheld) and the Subservicer so that the Master Servicer may cure document exceptions and comply with its obligations pursuant to Paragraph 6. For the avoidance of doubt, (1) nothing in this

Settlement Agreement shall limit in any way the Master Servicer's rights, if any, under the Governing Agreements, to sell servicing rights on current Mortgage Loans; (2) the Master Servicer's sale of servicing rights in conformity with this Subparagraph 5(a)(xi) shall be the equivalent of transferring High Risk Loans to subservicing for the purposes of satisfying the obligation of the Master Servicer under this Paragraph 5 to transfer High Risk Loans; and (3) in any quarter in which the Master Servicer is obligated to transfer High Risk Loans to subservicing, the Master Servicer shall remain obligated to do so unless it sells servicing rights on High Risk Loans pursuant to this Subparagraph 5(a)(xi).

(xii) Nothing in this Settlement Agreement shall limit in any way the Master Servicer's right to sell, transfer, or assign the servicing rights for the loans in the Covered Trusts, including High Risk Loans, to a bank affiliate of the Master Servicer reasonably expected to be capable of performing the obligations of the Master Servicer under this Settlement Agreement and the Governing Agreements, and the provisions of Subparagraph 5(a)(xi) shall not apply to such a sale, transfer, or assignment. Upon the sale, transfer, or assignment of servicing rights for any loans in the Covered Trusts to such a bank affiliate of the Master Servicer, it shall be deemed to be a Master Servicer for purposes of this Settlement Agreement and all provisions of this Settlement Agreement applicable to the Master Servicer shall be fully applicable to it.

(b) Subservicing Implementation for High Risk Loans. Mortgage Loans in groups (i) through (v) below shall be termed "High Risk Loans" for the purposes of this Settlement Agreement. High Risk Loans shall be transferred to subservicing in the following priority, provided that Mortgage Loans from groups (i), (ii), and (iii) below may be grouped together for transfer and treated as a single group for priority purposes:

(i) Mortgage Loans that are 45+ days past due without right party contact (*i.e.*, the Master Servicer has not succeeded in speaking with the borrower about resolution of a delinquency);

(ii) Mortgage Loans that are 60+ days past due and that have been delinquent more than once in any rolling twelve (12) month period;

(iii) Mortgage Loans that are 90+ days past due and have not been in the foreclosure process for more than 90 days and that are not actively performing on trial modification or in the underwriting process of modification;

(iv) Mortgage Loans in the foreclosure process that do not yet have a scheduled sale date; and

(v) Mortgage Loans where the borrower has declared bankruptcy regardless of days past due.

(c) Servicing Improvements for Mortgage Loans **Not** in Subservicing. Beginning five (5) months after the Signing Date or on the Approval Date, whichever is later, the servicing improvements set forth below shall apply to all Mortgage Loans that are (i) **not** in subservicing pursuant to Subparagraphs 5(a) and 5(b) or (ii) for which the servicing rights have not been sold to a Subservicer; except that for Mortgage Loans secured by collateral in the state of Florida, the Industry Standard benchmark set forth in Subparagraph 5(c)(i)(B) and any associated Master Servicing Fee Adjustment shall not apply until the Approval Date or until twenty-four (24) months after the Signing Date, whichever is later; provided, however, that the Master Servicer shall have no liability under this Subparagraph 5(c) until such time as eight Subservicers have been approved or been deemed approved by the Trustee.

(i) The Master Servicer shall, on a monthly basis, benchmark its performance against the following industry standards (the “Industry Standards”). For the avoidance of doubt, only one Industry Standard shall apply to each Mortgage Loan:

(A) First-lien Mortgage Loans Only: Delinquency status of borrower at time of referral to the Master Servicer’s foreclosure process: 150 days. This benchmark will exclude for each Mortgage Loan all time periods during which the borrower is in bankruptcy.

(B) First-lien Mortgage Loans Only: Time period between referral to the Master Servicer’s foreclosure process and foreclosure sale or other liquidation event: The relevant state timeline in the most current (as of the time of each calculation) FHFA referral to foreclosure timelines. This benchmark will exclude for each Mortgage Loan all time periods during which



(a) the borrower is in bankruptcy or (b) the borrower is performing pursuant to HAMP or other loss mitigation efforts mandated by Law.

(C) Second-lien Mortgage Loans Only: Delinquency status of borrower at the time of reporting of charge-off to Trustee: Standards in relevant Governing Agreement.

(ii) The Master Servicer shall, once a month on the last business day of the month, send to the Trustee statistics for each Covered Trust comparing its performance for the prior month with respect to the Mortgage Loans in each Covered Trust to the Industry Standards (the “Monthly Statement”). The Trustee shall use reasonable commercial efforts to make such statement available on its Global Corporate Trust Investor Reporting website (<https://www.gctinvestorreporting.bnymellon.com> or any successor thereto) within five (5) business days of its receipt of such Monthly Statement.

(iii) Once a month, in connection with the preparation of the Monthly Statement, the Master Servicer shall calculate for the prior month: (a) a Compensatory Fee (as defined below) for each Mortgage Loan in each Covered Trust; (b) a Loan Level Amount (as defined below) for each Mortgage Loan in each Covered Trust; (c) whether there is a Master Servicing Fee Adjustment (as defined below) owed for each Covered Trust; and shall report to the Trustee as a line item on the Monthly Statement the Master Servicing Fee Adjustment, if any, for the relevant Covered Trust. The “Compensatory Fee” for a Mortgage Loan shall be calculated by multiplying the coupon applicable to that Mortgage Loan times the unpaid principal balance for that Mortgage Loan, and dividing the product of those two numbers by twelve (12). The “Loan Level Amount” for each Mortgage Loan shall be the amount equal to the applicable percentage in the applicable table below of the Compensatory Fee for such Mortgage Loan. The “Master Servicing Fee Adjustment” for each Covered Trust shall be the greater of zero and the sum of all the Loan Level Amounts for all the Mortgage Loans in such Covered Trust for that month.

Days Delinquent at Time of Referral to the Master Servicer's Foreclosure Process (First-lien Mortgage Loans only)	
<i>Day Variance to Industry Standard (150 days)</i>	<i>%</i>
Earlier than -60	-50%
-60 to -30	-20%
-30 to 0	0%
0 to 15	0%
15 to 30	0%
30 to 60	40%
60 to 90	60%
90 to 120	80%
Over 120	100%

Days Between Referral to Foreclosure Process and Foreclosure Sale or Other Liquidation Event (First-lien Mortgage Loans only)	
<i>Day Variance to Relevant State's Timeline as set Forth in the FHFA Referral to Foreclosure Timelines</i>	<i>%</i>
Earlier than -120	-50%
-120 to -90	-40%
-90 to -60	-30%
-60 to -30	-20%
-30 to 0	0%
0 to 15	0%
15 to 30	0%
30 to 60	20%
60 to 90	30%
90 to 120	40%
120 to 150	50%
150 to 180	60%
180 to 210	80%
Over 210	100%

Days Delinquent at Time of Reporting of Charge Off (Second-lien Mortgage Loans only)	
<i>Day Variance to Standard in the Governing Agreement</i>	<i>%</i>
0 to 30	0%
30 to 60	40%
60 to 90	60%
90 to 120	80%
Over 120	100%

(iv) For each Covered Trust other than CWHEQ 2006-A and CWHEQ 2007-G, the Master Servicer shall, on a monthly basis, deduct the Master Servicing Fee Adjustment from unreimbursed Advances due to it. For each of CWHEQ 2006-A and CWHEQ 2007-G, the Master Servicer shall, on a monthly basis, wire the Master Servicing Fee Adjustment to the Collection Account for the applicable Covered Trust and the Trustee shall distribute the Master Servicing Fee Adjustment in the same manner as is specified for an Allocable Share pursuant to Subparagraph 3(d)(i), provided, however, that the provisions of Subparagraph 3(d)(ii) shall not apply to Master Servicing Fee Adjustments.

(d) Loss Mitigation Requirements Applicable to All Loans. Beginning on the Signing Date, for each borrower with a Mortgage Loan in the Covered Trusts that is considered for modification programs, the Master Servicer and/or each of the Subservicers, as applicable, shall simultaneously evaluate the borrower's eligibility for all applicable modification programs in accordance with the factors set forth in Subparagraph 5(e) (including, as applicable, HAMP and proprietary modification programs, which programs may, pursuant to the Governing Agreements, include principal reductions), and shall render a decision within sixty (60) days of receiving all requested documents from the borrower; provided that nothing herein shall be deemed to create an obligation on the part of Master Servicer to offer any modification or loss mitigation strategy to any borrower.

(e) Loss Mitigation Considerations. In considering modifications and/or other loss mitigation strategies, including, without limitation, short sales and deeds in lieu of foreclosure, the Master Servicer and all Subservicers shall consider the following factors: (a) the net present value of the Mortgage Loan at the time the modification and/or other loss mitigation strategy is

considered and whether the contemplated modification and/or other loss mitigation strategy would have a positive effect on the net present value of the Mortgage Loan as compared to foreclosure; (b) where loan performance is the goal, whether the modification and/or other loss mitigation strategy is reasonably likely to return the Mortgage Loan to permanently performing status; (c) whether the borrower has the ability to pay, but has defaulted strategically or is otherwise acting strategically; (d) reasonably available avenues of recovery of the full principal balance of the Mortgage Loan other than foreclosure or liquidation of the loan; (e) the requirements of the applicable Governing Agreement; (f) such other factors as would be deemed prudent in its judgment; and (g) all requirements imposed by applicable Law. When the Master Servicer and/or Subservicer, in implementing a modification and/or other loss mitigation strategy (which may, pursuant to the Governing Agreements, include principal reductions), considers the factors set forth above, and/or acts in accordance with the policies or practices that the Master Servicer is then applying to its or any of its affiliates' "held for investment" portfolios, the Master Servicer shall be deemed to be in compliance with its obligation to service the Mortgage Loans prudently in keeping with the relevant servicing provisions of the relevant Governing Agreement and the requirements of this Subparagraph 5(e), the modification and/or other loss mitigation strategy so implemented shall be deemed to be permissible under the terms of the applicable Governing Agreement, and the judgments in applying such factors to a particular loan shall not be subject to challenge under the applicable Governing Agreement, this Settlement Agreement, or otherwise. Notwithstanding anything else in this Subparagraph 5(e), no principal modification by the Master Servicer or any Subservicer shall reduce the principal amount due on any Mortgage Loan below the current market value of the property, as determined by a third-party broker price opinion, using a fair market value method, applying normal marketing time criteria and excluding REO or short sale comparative sales in the valuation calculation.

(f) Reporting and Attestation of Compliance with Servicing Improvements. Beginning on the Approval Date, the Master Servicer shall: (i) report monthly to the Trustee, for each Covered Trust, concerning its compliance with the Servicing Improvements required by this Settlement Agreement (the "Monthly Report"); and (ii) pay for an annual attestation report for the Covered Trusts as a group (the "Attestation Report") to be completed no later than February 15 of each year that any Covered Trust holds Mortgage Loans (or owns real estate related to liquidated Mortgage Loans). The Trustee shall use reasonable commercial efforts to make such

report available on its Global Corporate Trust Investor Reporting website (<https://www.gctinvestorreporting.bnymellon.com> or any successor thereto) within five (5) business days of its receipt of such report.

(i) The Attestation Report shall be prepared by an audit firm selected in accordance with the following selection process: (A) the Master Servicer shall propose in writing to the Trustee an audit firm meeting the qualifications described in Subparagraph 5(f)(ii); (B) within seven (7) business days of receipt of such written notice, the Trustee may object to the Master Servicer's selection if it reasonably determines that the proposed audit firm does not meet the qualifications described in Subparagraph 5(f)(ii); (C) if the Trustee objects to a proposed audit firm in accordance with Subparagraph 5(f)(i)(B) above, a different audit firm shall be selected by repeating the process set out in Subparagraphs 5(f)(i)(A) and 5(f)(i)(B) above; and (D) in the absence of an objection by the Trustee within the time frame set out in Subparagraph 5(f)(i)(B) above, the proposed audit firm shall be deemed approved.

(ii) To qualify to prepare the Attestation Report, a firm must (A) possess sufficient relevant expertise in the mortgage loan servicing industry; (B) be duly licensed to conduct its business in all relevant jurisdictions; (C) not be indicted in any state; and (D) not be engaged by Bank of America, Countrywide, or any of their respective subsidiaries and affiliates for any major engagement.

(iii) The Attestation Report shall be distributed to all Investors as part of the Trustee's Monthly Statement for April of each year, provided that the Trustee shall not be required to execute, sign, or deliver to the audit firm any consent, acknowledgement, or other documentation whatsoever in connection with its receipt of the Attestation Report or the making of the Attestation Report available to the Investors.

(g) No Amendment. Nothing in this Paragraph 5 is, or shall be construed to be, an amendment of any Governing Agreement.

(h) Governmental Authority. The Master Servicer shall: (i) have no liability (and shall be subject to no other remedy) to the Covered Trusts, the Trustee, or the Investors under any part of this Settlement Agreement or under the provisions of the Governing Agreements that

relate to the matters and aspects of servicing addressed in whole or in part by the provisions of this Paragraph 5, including no liability for any Master Servicing Fee Adjustment, if it becomes commercially impracticable for the Master Servicer to perform its obligations under this Paragraph 5 in a manner reasonably similar to the intent thereof because any provision of this Paragraph 5 is rendered inoperative or invalid by Law and (ii) not be liable for any portion of a Master Servicing Fee Adjustment that is the result of actions mandated or required by Law.

(i) Cost of Compliance with Law. All expenses associated with compliance with Law related to the servicing of the Mortgage Loans in the Covered Trusts shall be borne by the Master Servicer and/or the Subservicers, as applicable, provided that (i) any modification or other loss mitigation strategy that may be required or permitted by Law, and/or (ii) any Advance that is required or permitted by Law, that is permissible under the terms of this Settlement Agreement and/or the Governing Agreements shall not be deemed to be an expense associated with compliance with Law related to the servicing of the Mortgage Loans in the Covered Trusts, and any Realized Loss associated with the implementation of such modification or loss mitigation strategy shall be borne by the relevant Covered Trust.

(j) Effect of Failure to Meet Timelines. The Master Servicer's failure to complete any task or obligation set forth in this Paragraph 5 in the time period required by this Paragraph 5 shall not be deemed a material breach of this Settlement Agreement, provided that the Master Servicer has used and is using reasonable best efforts to comply with the time periods set forth in this Paragraph 5 and that the Master Servicer completes the task or obligation in no more than 133% of the time period required by this Paragraph 5. For the avoidance of doubt, nothing in this Subparagraph 5(j) shall affect the amount of any Master Servicing Fee Adjustment otherwise due under Subparagraph 5(c).

(k) Effect of Legal Impossibility of Final Court Approval; Excluded Covered Trusts. If Final Court Approval becomes legally impossible, then at such time, neither the Master Servicer nor the Trustee shall have any further obligations under Subparagraph 5(a) or under Subparagraph 5(b) and Subparagraphs 5(c) and 5(f) shall be null and void. Subparagraphs 5(d) and 5(e) shall remain binding upon the Master Servicer and the Trustee. As to any trust that shall become an Excluded Covered Trust, neither the Master Servicer nor the Trustee shall have

any further obligations with respect to such Excluded Covered Trust under Subparagraph 5(a) or under Subparagraph 5(b) and Subparagraphs 5(c) and 5(f) shall be null and void with respect to such Excluded Covered Trust; Subparagraphs 5(d) and 5(e) shall remain binding upon the Master Servicer and the Trustee as to such Excluded Covered Trust.

**6. Cure of Certain Document Exceptions.**

(a) Initial Exceptions Report Schedule. Not later than six (6) weeks after the Signing Date, the Master Servicer shall submit to the Trustee an “Initial Exceptions Report Schedule” as provided for below. Subject to Paragraph 12, the Trustee shall use reasonable best efforts to make the Initial Exceptions Report Schedule available on the Trustee’s Global Corporate Trust Investor Reporting website (<https://www.gctinvestorreporting.bnymellon.com>, or any successor thereto) within five (5) business days of its receipt of such report.

(i) The Initial Exceptions Report Schedule shall be prepared in good faith, after reasonable diligence, and shall include each Mortgage Loan in the Covered Trusts (including, for the avoidance of doubt, Mortgage Loans for which the servicing rights are sold following the Signing Date) that, on the Trustee’s Loan-Level Exception Reports (as defined below), is subject to both (A) a document exception relating to mortgages coded “photocopy” (CO), “copy with recording information” (CR), “document missing” (DM), “county recorded copy with comments” (IN), “certified copy not recorded” (NR), “original with comments” (OO), “unrecorded original” (OX), “pool review pending” (PR), “contract” (CONT), and “certified copy-issuer” (CI) on the Trustee’s Loan-Level Exception Reports, (“Mortgage Exceptions”) and (B) a document exception relating to title policies or their legal equivalent coded “document missing” (DM), “title commitment” (CM), or “preliminary title report” (PL) on the Trustee’s Loan-Level Exception Reports, (“Title Policy Exceptions”), provided that it shall exclude any such Mortgage Loan registered on the Mortgage Electronic Registration Systems (“MERS”). Mortgage Loans paid in full or liquidated as of the Signing Date shall not be included in the Initial Exceptions Report Schedule.

(ii) The Master Servicer may elect, in its sole discretion, to resolve any Mortgage Exception or Title Policy Exception listed on the Initial Exceptions Report Schedule, in which

case the Trustee shall cooperate in good faith with the Master Servicer to resolve any such Mortgage Exception or Title Policy Exception.

(iii) If any Mortgage Loan is Cured (as defined below), the Master Servicer shall promptly provide evidence of such cure to the Trustee.

(iv) “Trustee’s Loan-Level Exception Reports” shall mean the loan level exception reports for the Covered Trusts provided by the Trustee to the Master Servicer on April 14, 2011, April 27, 2011, and April 28, 2011.

(b) Monthly Exceptions Report. Beginning the first month following the month in which the Master Servicer submits the Initial Exceptions Report Schedule, the Master Servicer shall provide to the Trustee on the last business day of each month a Monthly Exceptions Report listing all Mortgage Loans on the Initial Exceptions Report Schedule exclusive of any Mortgage Loan that has been Cured and shall separately list all Mortgage Loans that have been Cured.

(i) A Mortgage Loan listed on the Initial Exceptions Report Schedule shall be considered “Cured” for all purposes if (A) either the Mortgage Exception or Title Policy Exception associated with that Mortgage Loan has been resolved, (B) the Mortgage Loan has been paid in full or otherwise satisfied as a first lien, (C) the Mortgage Loan has been liquidated as a first lien on the Mortgaged Property, or (D) pursuant to Subparagraph (6)(c), the Master Servicer has reimbursed the Covered Trust for 100% of any related Realized Loss associated with that Mortgage Loan’s liquidation.

(ii) Within fifteen (15) business days of receipt of each Monthly Exceptions Report, the Trustee shall determine whether reasonable evidence has been provided in respect of each Mortgage Loan listed as Cured in such report. In the event that the Trustee determines that a decision by the Master Servicer to list a loan as Cured is not supported by reasonable evidence, after consultation with the Master Servicer regarding the reasonableness of such evidence, the Trustee shall direct the Master Servicer to issue a revised Monthly Exceptions Report. All of the Trustee’s reasonable costs and expenses associated with performing its obligations under this Subparagraph 6(b)(ii) that exceed the Trustee’s ordinary costs and expenses in connection with its record-keeping duties under the Governing Agreements shall be borne by the Master Servicer.



(iii) The Master Servicer shall continue providing Monthly Exceptions Reports until such time as all Mortgage Loans listed in the Initial Exceptions Report Schedule have been Cured.

(iv) Subject to Paragraph 12, the Trustee shall use reasonable best efforts to make each Monthly Exceptions Report available on its Global Corporate Trust Investor Reporting website (<https://www.gctinvestorreporting.bnymellon.com> or any successor thereto) within five (5) business days of its receipt of such report.

(c) Remedy for Uncured Exceptions. If, at the time of liquidation, a Mortgage Loan (including, for the avoidance of doubt, Mortgage Loans for which the servicing rights are sold following the Signing Date) is listed on the then-current Monthly Exceptions Report as having an outstanding Mortgage Exception and an outstanding Title Policy Exception, the Master Servicer shall promptly provide notice to the Trustee and shall reimburse the trust that owns the Mortgage Loan for 100% of any Realized Loss (as defined in the applicable Governing Agreements) (i) if the Master Servicer is prevented from foreclosing as a first-lien holder by reason of an outstanding Mortgage Exception and the trust is not made whole by a title policy or equivalent by reason of an outstanding Title Policy Exception within the earlier of (A) twelve (12) months after the denial of such foreclosure or (B) thirty (30) days after the Master Servicer determines that no insurance will be payable or (ii) if a court of competent jurisdiction denies foreclosure as a first-lien holder by reason of an outstanding Mortgage Exception and the trust is not made whole by a title policy or equivalent by reason of an outstanding Title Policy Exception within the earlier of (A) twelve (12) months after the denial of such foreclosure or (B) thirty (30) days after the Master Servicer determines that no insurance will be payable. In the event that the Master Servicer makes the trust whole with respect to any Mortgage Loan pursuant to this Subparagraph 6(c), the Master Servicer shall be entitled to reimbursement for such make-whole payment from any proceeds that it or the trust subsequently receives from any title policy or equivalent with respect to such Mortgage Loan.

(d) If Final Court Approval becomes legally impossible, then at such time, neither the Master Servicer nor the Trustee shall have any further obligations or rights under this Paragraph 6 and the remedy provisions of Subparagraph 6(c) shall be null and void. Likewise, if the trust in

which the Mortgage Loan is held is designated an Excluded Covered Trust pursuant to Subparagraph 4(a), then at such time, neither the Master Servicer nor the Trustee shall have any further obligations or rights under this Paragraph 6 and the remedy provisions of Subparagraph 6(c) shall be null and void with respect to such Mortgage Loan. Notwithstanding the foregoing, the Master Servicer may elect in its sole discretion to resolve any Mortgage Exception or Title Policy Exception that is outstanding, in which case the Trustee shall cooperate in good faith with the Master Servicer to resolve any such Mortgage Exception or Title Policy Exception.

**7. Extension of Forbearance; Tolling.** The Parties agree (and the Institutional Investors have so agreed in the Institutional Investor Agreement) that the Agreement of Forbearance entered into by certain of the Parties on December 9, 2010 and extended on January 28, 2011, February 28, 2011, March 31, 2011, April 19, 2011, May 2, 2011, May 9, 2011, May 25, 2011, and June 13, 2011 (the “Forbearance Agreement”) is hereby extended and shall remain in effect in all respects until the first to occur of: (a) the Approval Date, (b) a date ninety (90) days after Final Court Approval shall become legally impossible, (c) a date ninety (90) days after the Settlement Agreement has been terminated in accordance with its terms, or (d) a date ninety (90) days after the cure period has expired for any uncured material breach of the Settlement Agreement by Bank of America and Countrywide for which notice has been provided (the cure period being the ninety (90) days following such notice of such breach provided by a party to this Settlement Agreement or the Institutional Investor Agreement). For Covered Trusts not subject to the Forbearance Agreement, all statutes of limitation, repose, or laches related to the Trust Released Claims shall be tolled, for the benefit of the Precluded Persons, to the same extent that they are tolled under the Forbearance Agreement; provided that, except as set forth in this Settlement Agreement, all Parties expressly reserve all rights, arguments, and defenses, including all rights, arguments, and defenses with respect to Investor voting rights and interest requirements under the Governing Agreements. If the Forbearance Agreement is extended pursuant to Subparagraphs 7(b) or 7(c) herein, the Parties agree (and the Institutional Investors have so agreed in the Institutional Investor Agreement) during the first eighty (80) days of such time periods to use their reasonable best efforts to negotiate an alternate settlement of the Trust Released Claims on terms that are economically substantially equivalent to the Settlement and not inconsistent with any final ruling of the Settlement Court or on any appeal therefrom, and

(during the same time periods) not to pursue any non-consensual actions or remedies with respect to the Covered Trusts except as the Trustee may be directed by the Settlement Court.

**8. Retraction of Notice.** The Trustee agrees (and the Institutional Investors have so agreed in the Institutional Investor Agreement) that, as of the Approval Date, any notice that may have been contained in the letters sent by and on behalf of certain of the Institutional Investors on June 17, 2010, October 18, 2010, and November 12, 2010 and addressed to the Trustee and/or the Master Servicer, as well as any notice that may have been contained in a letter deemed to have been provided under the Forbearance Agreement and its extensions (the “Letters”), is and shall be rendered null and void. The Letters themselves shall thereafter be rendered inoperative, as if never sent, and shall be deemed for all purposes to be withdrawn with prejudice (the Institutional Investors have so agreed by the Institutional Investor Agreement).

**9. Release.**

(a) Effective as of the Approval Date, except as set forth in Paragraph 10, the Trustee on behalf of itself and all Investors, the Covered Trusts, and/or any Persons claiming by, through, or on behalf of any of the Trustee, the Investors, or the Covered Trusts or under the Governing Agreements (collectively, the Trustee, Investors, Covered Trusts, and such Persons being defined together as the “Precluded Persons”), irrevocably and unconditionally grants a full, final, and complete release, waiver, and discharge of all alleged or actual claims, counterclaims, defenses, rights of setoff, rights of rescission, liens, disputes, liabilities, Losses, debts, costs, expenses, obligations, demands, claims for accountings or audits, alleged Events of Default, damages, rights, and causes of action of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, in contract, tort, or otherwise, secured or unsecured, accrued or unaccrued, whether direct, derivative, or brought in any other capacity that the Precluded Persons may now or may hereafter have against any or all of the Bank of America Parties and/or Countrywide Parties arising out of or relating to (i) the origination, sale, or delivery of Mortgage Loans to the Covered Trusts, including the representations and warranties in connection with the origination, sale, or delivery of Mortgage Loans to the Covered Trusts or any alleged obligation of any Bank of America Party and/or Countrywide Party to repurchase or otherwise compensate the Covered Trusts for any Mortgage

Loan on the basis of any representations or warranties or otherwise or failure to cure any alleged breaches of representations and warranties, including all claims arising in any way from or under Section 2.03 (“Representations, Warranties and Covenants of the Sellers and Master Servicer”)<sup>1</sup> of the Governing Agreements, (ii) the documentation of the Mortgage Loans held by the Covered Trusts (including the documents and instruments covered in Sections 2.01 (“Conveyance of Mortgage Loans”) and 2.02 (“Acceptance by the Trustee of the Mortgage Loans”) of the Governing Agreements and the Mortgage Files) including with respect to alleged defective, incomplete, or non-existent documentation, as well as issues arising out of or relating to recordation, title, assignment, or any other matter relating to legal enforceability of a Mortgage or Mortgage Note, and (iii) the servicing of the Mortgage Loans held by the Covered Trusts (including any claim relating to the timing of collection efforts or foreclosure efforts, loss mitigation, transfers to subservicers, Advances, Servicing Advances, or that servicing includes an obligation to take any action or provide any notice towards, or with respect to, the possible repurchase of Mortgage Loans by the Master Servicer, Seller, or any other Person), in all cases prior to or after the Approval Date (collectively, all such claims being defined as the “Trust Released Claims”).

(b) The Trust Released Claims shall also be deemed to have been released as of the Approval Date to the full and same extent by the Master Servicer of the Covered Trusts (including the current Master Servicer, BAC HLS, and any subsequent servicer who may in the future be substituted for the current Master Servicer with respect to one or more of the Covered Trusts or any loans therein) and the Master Servicer shall be deemed to be a Precluded Person.

(c) The release and waiver in Subparagraphs 9(a) and 9(b) is intended to include, and upon its effectiveness shall include, any claims or contentions that Bank of America or any non-Countrywide affiliate, division, or subsidiary of Bank of America, and any of the predecessors or assigns thereof, is liable on any theory of successor liability, vicarious liability, veil piercing, de facto merger, fraudulent conveyance, or other similar claim or theory for the obligations,

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<sup>1</sup> Which provision is numbered 2.04 in the Sale and Servicing Agreements relating to CWHEQ 2006-A and CWHEQ 2007-G.

exposure, or liability of Countrywide or any of its affiliates, divisions, or subsidiaries, and any of the predecessors or assigns thereof concerning any of the Covered Trusts, with respect to the Trust Released Claims.

**10. Claims Not Released.**

(a) Administration of the Mortgage Loans. The release and waiver in Paragraph 9 does not include claims based solely on the action, inaction, or practices of the Master Servicer in its aggregation and remittance of Mortgage Loan payments, accounting for principal and interest, and preparation of tax-related information in connection with the Mortgage Loans and the ministerial operation and administration of the Covered Trusts and of the Mortgage Loans held by the Covered Trusts for which the Master Servicer receives servicing fees unless, as of the Signing Date, the Trustee has or should have knowledge of the actions, inactions, or practices of the Master Servicer in connection with such matters.

(b) Servicing of the Mortgage Loans. Except as provided in Subparagraph 10(a), the release and waiver in Paragraph 9 includes: (i) all claims based in whole or in part on any actions, inactions, or practices of the Master Servicer prior to the Approval Date as to the servicing of the Mortgage Loans held by the Covered Trusts; and (ii) as to all actions, inactions, or practices by the Master Servicer after the Approval Date, only (A) actions, inactions, and practices that relate to the aspects of servicing addressed in whole or in part by the provisions of Paragraph 5 (material compliance with which shall satisfy the Master Servicer's obligation to service the Mortgage Loans prudently in accordance with all relevant sections of the Governing Agreements) and (B) actions, inactions, or practices that relate to the aspects of servicing not addressed by the provisions of Paragraph 5 that are consistent with (or improvements over) the Master Servicer's course of conduct prior to the Signing Date. It is further understood and agreed that Investors may pursue such remedies as are available under Section 10.08 ("Limitation on Rights of Certificateholders") of the Governing Agreements with respect to an Event of Default as to any servicing claims not released by this Settlement.

(c) Certain Individual Investor Claims. The release and waiver in Paragraph 9 does not include any direct claims held by Investors or their clients that do not seek to enforce any rights under the terms of the Governing Agreements but rather are based on disclosures made (or

failed to be made) in connection with their decision to purchase, sell, or hold securities issued by any Covered Trust, including claims under the securities or anti-fraud laws of the United States or of any state; provided, however, that the question of the extent to which any payment made or benefit conferred pursuant to this Settlement Agreement may constitute an offset or credit against, or a reduction in the gross amount of, any such claim shall be determined in the action in which such claim is raised, and the Parties reserve all rights with respect to the position they may take on that question in those actions and acknowledge that all other Persons similarly reserve such rights.

(d) Financial-Guaranty Provider Rights and Obligations. To the extent that any third-party guarantor or financial-guaranty provider with respect to any Covered Trust has rights or obligations independent of the rights or obligations of the Investors, the Trustee, or the Covered Trusts, the release and waiver in Paragraph 9 is not intended to and shall not release such rights, or impair or diminish in any respect such obligations or any insurance or indemnity obligations owed by or to such Person.

(e) Indemnification Rights. The Parties do not release any rights to indemnification under the Governing Agreements including the Trustee's right to indemnification by the Master Servicer of the Covered Trusts.

(f) Settlement Agreement Rights. The Parties do not release any rights or claims against each other to enforce the terms of this Settlement Agreement.

(g) Excluded Covered Trusts. The release and waiver in Paragraph 9 does not include claims with respect to any Excluded Covered Trust.

**11. Release of Unknown Claims.** Each of the Parties 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 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 11 to this Settlement Agreement was a material and separately bargained for element of this Settlement Agreement.

**12. Concerning the Trustee.** All of the Trustee’s privileges, indemnity rights, limitations on liability and other contractual protections under the Governing Agreements shall equally apply to all of the Trustee’s duties and obligations under this Settlement Agreement. Without limiting the foregoing:

(a) The duties and obligations of the Trustee under this Settlement Agreement shall be determined solely by the express provisions of this Settlement Agreement. The Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Settlement Agreement, and no implied fiduciary duties shall be read into this Settlement Agreement against the Trustee. Nor, except as expressly set forth herein, shall anything in this Settlement Agreement imply that the Trustee owes any greater duties under the Governing Agreements, fiduciary or otherwise, than it otherwise would owe under those agreements.

(b) In this Settlement Agreement, whenever the Trustee is required to make any report, schedule, or other information available to the Investors:

(i) The Trustee’s responsibility for making such information available to the Investors is limited to the availability, timeliness, and accuracy of the information provided to the Trustee; and

(ii) The Trustee’s obligation to post such information on the Trustee’s Global Corporate Trust Investor Reporting website is subject to the timely provision of such information to the Trustee in form and format satisfactory to the Trustee and (if applicable) to the Trustee’s ability to timely break-out such information by the Covered Trust.

**13. Representations and Warranties by Each Party.** Each Party to this Settlement Agreement represents, warrants, and agrees as to itself as follows:

(a) It is duly organized, validly existing, and (to the extent applicable) in good standing under the Law of the jurisdiction in which it is organized. It has the corporate, trust or other power and authority (including contractual and/or regulatory authority to the extent applicable) necessary to execute, deliver, and perform its obligations under this Settlement Agreement, and to complete the transactions contemplated hereby, including with respect to any other entities, account-holders, or accounts for which or on behalf of which it is signing this Settlement Agreement, and the execution, delivery, and performance of this Settlement Agreement and the completion of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate, trust, or other action. Assuming the due authorization, execution, and delivery of this Settlement Agreement by the other Parties, this Settlement Agreement constitutes the legal, valid, and binding obligations of it, enforceable against it in accordance with its terms.

(b) It has not relied upon any statement, representation, or promise of any other Party (or of any representative or attorney of or for any other Party), in executing this Settlement Agreement, or in connection with the Settlement, (i) except for the representations, warranties, covenants, and other obligations set forth in this Settlement Agreement, and (ii) except that Bank of America and Countrywide represent to the Trustee that neither Bank of America nor Countrywide had, as of the date it was provided, or has, as of the date of this Settlement Agreement, actual knowledge that any factual information provided to the Trustee, its counsel and its experts in connection with the negotiation of the Settlement concerning: (A) historical factual information concerning prior repurchase experience, (B) factual information concerning historical losses and historical delinquencies experienced by the Covered Trusts, (C) the financial statements of CFC and/or CHL, and (D) documents reflecting, or information concerning, corporate transactions involving the exchange of assets between CFC and its subsidiaries and BAC and its non-Countrywide subsidiaries that were taken subsequent to the merger of CFC and a BAC subsidiary, was materially false or materially inaccurate at the time the information or documents were provided (unless subsequently corrected), and acknowledge that the Trustee's experts are relying on such information and documents. In addition, Bank of



America and Countrywide represent to the Trustee that the information contained on the CD-ROM provided to the Trustee's counsel and experts on June 3, 2011 contains business records of BAC HLS as kept on its computer systems in the ordinary course of its business. It is further acknowledged and understood that the Trustee has made its own independent judgment concerning the reasonableness and advantageousness of the Settlement and its terms.

(c) It is not entering into this Settlement Agreement with the intent of hindering, delaying, or defrauding any of its respective current or future creditors.

(d) It has made such investigation of the facts pertaining to this Settlement and this Settlement Agreement and of all the matters pertaining thereto as it deems necessary.

(e) It has read this Settlement Agreement and understands the contents hereof, has consulted with counsel of its choice with respect to this Settlement Agreement, and has executed this Settlement Agreement voluntarily and without duress or undue influence on the part of or on behalf of any other Party.

(f) It has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or causes of action released or waived by this Settlement Agreement.

**14. Nonsurvival of Representations and Warranties.** None of the representations or warranties set forth in this Settlement Agreement shall survive after the Approval Date or if Final Court Approval becomes legally impossible.

**15. Additional Agreements.**

(a) Trustee's Agreement Regarding Post-Signing Date Actions. Absent direction from the Settlement Court in accordance with the next sentence below, between the Signing Date and the Approval Date (or such time as Final Court Approval becomes legally impossible), the Trustee covenants that it will not take any action with respect to any Covered Trust that is intended or reasonably could be expected to be adverse to or inconsistent with the intent, terms, and conditions of the Settlement and this Settlement Agreement, and will not commence or assist in the commencement of any litigation based upon any of the claims subject to the release and

waiver in Paragraph 9. The Trustee intends to seek an order from the Settlement Court providing that the Trustee may seek direction from the Settlement Court before taking any action in respect of a Covered Trust that is the subject matter of the Article 77 Proceeding, and the Trustee reserves all rights to seek such order or direction.

(b) Post-Signing Date Repurchases. If after the Signing Date and before the Settlement Payment is made, any Bank of America Party or Countrywide Party either (i) repurchases any Mortgage Loan(s) from any Covered Trust(s) or (ii) makes any make-whole payment with respect to any such Mortgage Loan(s) to any Covered Trust(s) except as provided in Paragraph 6, the Settlement Payment provided for in this Settlement Agreement shall be reduced dollar-for-dollar by the economic benefit to the Covered Trust(s) of such repurchase or make-whole payment(s) and the Allocable Share(s) for the Covered Trust(s) from which the Mortgage Loan(s) was (or were) repurchased or to which the make-whole payment(s) was (or were) made shall be reduced by that same amount, provided that no amount used to retire Advances or Servicing Advances owed to the Master Servicer shall be considered an economic benefit for purposes of this Subparagraph 15(b). The Parties agree that if the amount of economic benefit received by a Covered Trust as a result of such repurchases or make-whole payments exceeds the amount of that Covered Trust's Allocable Share, then the reduction in the Settlement Payment shall be equal to, but shall not exceed, that Covered Trust's Allocable Share. Under no circumstances shall a repurchase of a Mortgage Loan or payment of a make-whole amount cause any portion of the Settlement Payment to be required to be returned.

(c) Institutional Investor Agreement. The Parties acknowledge and agree (and the Institutional Investors have so acknowledged and agreed in the Institutional Investor Agreement) that the Institutional Investors' entry into, and performance of their obligations under, the Institutional Investor Agreement is a material part of the consideration for entry by Bank of America and Countrywide into this Settlement Agreement.

**16. Indemnification.** BAC HLS acknowledges that it has certain obligations under the Governing Agreements to indemnify the Trustee. As of the execution of this Settlement Agreement, BAC HLS has delivered to the Trustee the side-letter attached hereto as Exhibit C and BAC has delivered to the Trustee the guaranty attached thereto with respect to BAC HLS's

obligations to indemnify the Trustee to the extent specified in the side-letter and in the Governing Agreements.

**17. Confidentiality.** All matters relating to the negotiation of this Settlement Agreement, including confidential information exchanged between any Parties hereto in connection with such negotiation, other than the Settlement Agreement and the Institutional Investor Agreement, shall be and remain confidential (the “Confidential Information”) and shall not be disclosed to anyone other than the Parties hereto and their counsel, except that such information may be disclosed: (a) in an action by any Party to enforce this Settlement Agreement or the Institutional Investor Agreement, to the extent reasonably required for the purposes of enforcement, (b) in response to a court order, subpoena, or other demand made in accordance with applicable law, rule, or regulation, (c) (i) as required by law, rule, accounting rule, or regulation, including Federal securities law, including any change in law, rule, accounting rule, or regulation, or (ii) in response to a request to a Party made by a Governmental Authority having jurisdiction over such Party, or (iii) as any Bank of America Party may elect in its sole discretion as part of its filings with the Securities and Exchange Commission on Forms 8-K, 10-Q, or 10-K and related disclosures, including disclosures and communications to any Bank of America Party’s current or potential shareholders, investors, or other Governmental Authorities, and (d) to such Party’s subsidiaries, affiliates, their respective directors, officers, external or internal agents, representatives, professional advisers, attorneys, accountants, auditors, insurers and reinsurers, successors, assigns, and employees, who have a need to know and are under a duty to implement appropriate measures to maintain the confidentiality, security, and integrity of such information. Should any Party receive a request for disclosure with respect to any Confidential Information except as part of the Article 77 Proceeding or pursuant to subsection (c) or (d) of this Paragraph 17, the Party receiving such a request shall promptly, and in no case more than five (5) business days following receipt of such a request (so long as it is legally permitted to provide such notification), notify the other Parties to afford them the opportunity to object or seek a protective order prior to the disclosure of any such information.

**18. Release and Covenants Valid Even if Additional or Different Facts; Effect of Breach.** The Parties acknowledge that they may discover facts that are additional to, inconsistent with, or different from those which they now know or believe to be true regarding

the Covered Trusts. Nonetheless, except as expressly set forth in this Settlement Agreement, it is intended that this Settlement Agreement shall fully and finally compromise all claims that exist or may exist arising from or relating to the Covered Trusts to the extent set forth herein. Following Final Court Approval, in the event of a material breach of this Settlement Agreement by any Party, the non-breaching Party's sole remedy shall be to seek to enforce the Settlement Agreement; provided, however, that if the Settlement Payment is not made by Bank of America or Countrywide in accordance with Subparagraphs 3(a) and (b) in all material respects or if at any time after the Approval Date the Settlement Payment is voided or rescinded for any reason, including as a preferential or fraudulent transfer (in all such cases, written notice having been given by the Trustee to Bank of America and Countrywide and Bank of America or Countrywide not having cured, made, or restored such payment within sixty (60) days), then the release and waiver contained in Paragraph 9 shall have no further force or effect; provided, however, that the Trustee may instead elect to seek to enforce this Settlement Agreement in which event the release and waiver contained in Paragraph 9 shall remain in full force and effect. Under no other circumstances shall any breach of the Settlement Agreement by any Party impair or effect in any respect the release and waiver provided in Paragraph 9, or the other injunctive or other provisions to be contained in the Final Order and Judgment.

**19. Attorneys' Fees.** Within thirty (30) days of the Approval Date, Bank of America shall pay the attorneys' fees of the Institutional Investors and their attorneys' costs according to the schedule and terms set forth on Exhibit F (except that those fees and costs described in such Exhibit as being payable on a current basis shall be so paid following the Signing Date, unless and until Final Court Approval shall have become legally impossible, at which time any such payment obligations shall cease).

**20. No Admission.** In no event shall this Settlement, or this Settlement Agreement, the activities performed in contemplation of, in connection with, or in furtherance of this Settlement Agreement or the Article 77 Proceeding (including but not limited to statements in court filings, testimony, arguments, and expert opinions), public statements made by any Party or any of their representatives, concerning or relating to the Settlement, or any communications or negotiations with respect thereto be construed, deemed, used, asserted, or admitted as evidence of an admission or a concession on the part of any Party on any subject whatsoever; provided

that nothing in this Paragraph 20 shall preclude the use of the Settlement Agreement and the circumstances surrounding its execution to enforce the Settlement Agreement. The Bank of America Parties and the Countrywide Parties have denied and continue to deny any and all wrongdoing of any kind whatsoever, and retain, and do not waive, any and all positions, defenses, and responses that they may have with respect to such matters. The BNY Mellon Parties retain, and do not waive, any positions and responses they may have with respect to such matters other than as set forth explicitly in this Settlement Agreement.

**21. No Amendment of Governing Agreements.** Nothing in this Settlement Agreement is intended to, or does, amend any of the Governing Agreements.

**22. Binding Agreement on Successors and Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns. This Settlement Agreement may not be assigned by any of the Parties without the prior written consent of each of the other Parties hereto and any attempted assignment in violation of this provision shall be null and void.

**23. Governing Law; Waiver of Jury Trial.** This Settlement Agreement and any claim, controversy, or dispute arising under or related to this Settlement Agreement or the Settlement shall be governed by, and construed in accordance with, the laws of the State of New York and the laws of the United States applicable to contracts entered into and completely performed in New York. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS SETTLEMENT AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

**24. Consent to Jurisdiction.** Each Party consents and irrevocably submits to the continuing exclusive jurisdiction of the Settlement Court and any appellate courts thereof, or, if Final Court Approval becomes legally impossible, to the exclusive jurisdiction of the Supreme Court of the State of New York in the County of New York or the United States District Court for the Southern District of New York, and any appellate courts thereof, in any action, suit, or proceeding arising from or related to this Settlement Agreement. The Parties agree that a final

unappealable judgment in any such action, suit, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Party waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, action, or proceeding, any claim that it is not personally subject to the jurisdiction of such courts, that the suit, action, or proceeding is brought in an inconvenient forum, that the venue of the suit, action, or proceeding is improper or that the related documents or the subject matter thereof may not be litigated in or by such courts. This consent to jurisdiction shall not be construed, deemed, used, asserted, or admitted as evidence of an admission or a concession of jurisdiction on the part of any Party in any action unrelated to this Settlement Agreement.

**25. Construction.** The terms, provisions, and conditions of this Settlement Agreement represent the results of negotiations among the Parties. The terms, provisions, and conditions of this Settlement Agreement shall be interpreted and construed in accordance with their usual and customary meanings. Each of the Parties expressly, knowingly, and voluntarily waives the application, in connection with the interpretation and construction of this Settlement Agreement, of any rule of law or procedure to the effect that ambiguous or conflicting terms, conditions, or provisions shall be interpreted or construed against the Party whose legal counsel prepared the executed version or any prior drafts of this Settlement Agreement. The headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement. Whenever the words “include,” “includes,” or “including” are used in this Settlement Agreement, they shall be deemed to be followed by the words “without limitation.” References to specific numbered sections of the Governing Agreements are intended to refer to those sections and other similar sections of like effect in other Governing Agreements if the numbering differs.

**26. Severability.** If any provision of this Settlement Agreement other than the Settlement Payment contained in Paragraph 3 or the release and waiver contained in Paragraph 9 shall, for any reason or to any extent, be invalidated or ruled to be unenforceable, the remainder of this Settlement Agreement shall be enforced to the fullest extent permitted by law.

**27. No Third-Party Rights or Obligations.** No Person not a Party to this Settlement Agreement shall have any third-party beneficiary or other rights under this Settlement

Agreement. Under no circumstances shall any Person not a Party hereto have any right to sue under or otherwise directly enforce this Settlement Agreement. For the avoidance of doubt, nothing in this Settlement Agreement confers any right or ability to sue to any present or former Mortgage Loan borrower, nor does this Settlement Agreement create any obligation on the part of any Person to any such borrower.

**28. Multiple Counterparts.** This Settlement Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. The Parties intend that faxed signatures and electronically-imaged signatures such as PDF files shall constitute original signatures and are binding on all Parties. An executed counterpart signature page delivered by facsimile or by electronic mail shall have the same binding effect as an original signature page. This Settlement Agreement shall not be binding until all Parties have signed and delivered a counterpart of this Settlement Agreement whether by mail, facsimile, or electronic mail.

**29. Modification and Waiver.** This Settlement Agreement may not be amended, altered or modified, and no provision hereof may be waived, except by written instrument executed by the Parties. No waiver shall constitute a waiver of, or estoppel with respect to, any subsequent or other inaccuracy, breach or failure to comply strictly with the provisions of this Settlement Agreement.

**30. Further Assurances.** The Parties agree (a) to use their reasonable best efforts and cooperate in good faith to fully effectuate the intent, terms, and conditions of this Settlement Agreement and the Settlement, including by executing and delivering all additional documents and instruments, doing all acts not specifically referred to herein that are reasonably necessary to fully effectuate the intent, terms, and conditions of this Settlement Agreement, and refraining from taking any action (or assisting others to take any action) contrary to or inconsistent with the intent, terms, and conditions of this Settlement Agreement; provided, however, that, as to the Trustee, seeking to obtain direction from the Settlement Court before taking any action in respect of a Covered Trust that is the subject matter of the Article 77 Proceeding, pursuant to Subparagraph 2(c) of this Settlement Agreement, shall not be deemed to be contrary to or inconsistent with the intent, terms, and conditions of this Settlement Agreement; (b) that any

actions taken by the Master Servicer and/or any Subservicer prior to the Approval Date pursuant to or that are consistent with the provisions of Paragraph 5 herein shall be deemed to satisfy the Master Servicer's obligation to service the Mortgage Loans prudently in accordance with all relevant sections of the Governing Agreements; and (c) in the absence of an intentional violation of a representation or warranty contained herein, to perform these obligations even if they discover facts that are additional to, inconsistent with, or different from those which they now know or believe to be true regarding the Covered Trusts.

**31. Entire Agreement.** The Settlement Agreement and the Institutional Investor Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof, except as expressly provided herein, and supersedes all prior agreements and understandings, discussions, negotiations and communications, written and oral, among the Parties with respect to the subject matter hereof. Notwithstanding the preceding sentence, the Confidentiality Undertaking dated January 27, 2011, and agreed to by the Trustee, BAC HLS, and Gibbs & Bruns LLP on behalf of its clients, shall remain in full force and effect, and the Forbearance Agreement shall remain in full force and effect according to its terms and conditions and Paragraph 7 herein.

**32. Notices.** Any notice or other communication required or permitted under this Settlement Agreement shall be in writing and shall be deemed to have been duly given when (a) mailed by United States registered or certified mail, return receipt requested, (b) mailed by overnight express mail or other nationally recognized overnight or same-day delivery service, or (c) delivered in person, to the parties at the following addresses:

If the Trustee, to:

The Bank of New York Mellon  
101 Barclay Street, 8 West  
New York, New York 10286

Attention: Loretta A. Lundberg  
Managing Director  
Corporate Trust Default Services

with a copy to:



The Bank of New York Mellon  
One Wall Street  
New York, New York 10286

Attention: Jane Sherburne  
General Counsel

If Bank of America, to:

Bank of America Corporation  
100 N. Tryon Street  
Charlotte, NC 28255-0001

Attention: Edward P. O'Keefe  
General Counsel  
NC1-007-57-25

with a copy to:

Bank of America Corporation  
Consumer Real Estate Services Division, Legacy Asset Servicing Unit  
Hearst Tower  
214 N. Tryon St.  
Charlotte, NC 28255

Attention: Jana J. Litsey  
Deputy General Counsel  
NC1-027-20-05

If Countrywide, to:

Countrywide Home Loans, Inc.  
4500 Park Granada  
Calabassas, CA 91302

Attention: Michael Schloessman  
President

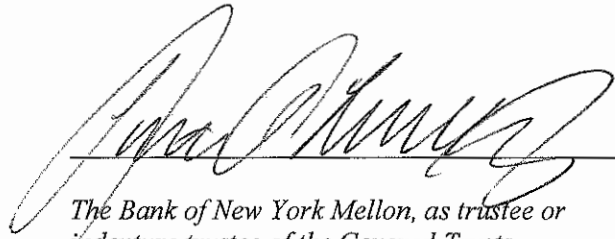
with a copy to

Bank of America Corporation  
Consumer Real Estate Services Division, Legacy Asset Servicing Unit  
Hearst Tower  
214 N. Tryon St.  
Charlotte, NC 28255

Attention: Jana J. Litsey  
Deputy General Counsel  
NC1-027-20-05

A Party may change the names or addresses where notice is to be given to it by providing notice to the other Parties of such change in accordance with this Paragraph 32.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the day and year so indicated.

A handwritten signature in black ink, appearing to read "Loretta A. Lundberg", is written over a horizontal line.

*The Bank of New York Mellon, as trustee or  
indenture trustee of the Covered Trusts*

Name: Loretta A. Lundberg

Title: Managing Director

Dated: June 28, 2011

A handwritten signature in blue ink, consisting of several overlapping loops and a long diagonal stroke extending upwards and to the right.

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*Countrywide Financial Corporation*

Name: Michael Schloessmann

Title: President and CEO

Dated: June 28, 2011

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a long, sweeping diagonal line extending upwards and to the right.

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*Countrywide Home Loans, Inc.*

Name: Michael Schloessmann

Title: President and CEO

Dated: June 28, 2011

A handwritten signature in dark ink, appearing to read "Terrence P. Laughlin", is written over a solid horizontal line.

*Bank of America Corporation*

Name: Terrence P. Laughlin

Title: Legacy Asset Servicing Division President,

Dated: June 28, 2011

A handwritten signature in cursive script, reading "Terrence P. Laughlin", is written over a horizontal line.

*BAC Home Loans Servicing, LP*

Name: Terrence P. Laughlin

Title: Legacy Asset Servicing Division President,  
Bank of America, N.A.

By: BAC GP, LLC, its general partner

By: Bank of America, N.A., its manager

Dated: June 28, 2011

## Exhibit A

CWALT 2004-10CB	CWALT 2005-17	CWALT 2005-63	CWALT 2006-18CB
CWALT 2004-12CB	CWALT 2005-18CB	CWALT 2005-64CB	CWALT 2006-19CB
CWALT 2004-13CB	CWALT 2005-1CB	CWALT 2005-65CB	CWALT 2006-20CB
CWALT 2004-14T2	CWALT 2005-2	CWALT 2005-66	CWALT 2006-21CB
CWALT 2004-15	CWALT 2005-20CB	CWALT 2005-67CB	CWALT 2006-23CB
CWALT 2004-16CB	CWALT 2005-21CB	CWALT 2005-69	CWALT 2006-24CB
CWALT 2004-17CB	CWALT 2005-23CB	CWALT 2005-6CB	CWALT 2006-25CB
CWALT 2004-18CB	CWALT 2005-24	CWALT 2005-70CB	CWALT 2006-26CB
CWALT 2004-20T1	CWALT 2005-25T1	CWALT 2005-71	CWALT 2006-27CB
CWALT 2004-22CB	CWALT 2005-26CB	CWALT 2005-72	CWALT 2006-28CB
CWALT 2004-24CB	CWALT 2005-27	CWALT 2005-73CB	CWALT 2006-29T1
CWALT 2004-25CB	CWALT 2005-28CB	CWALT 2005-74T1	CWALT 2006-2CB
CWALT 2004-26T1	CWALT 2005-29CB	CWALT 2005-75CB	CWALT 2006-30T1
CWALT 2004-27CB	CWALT 2005-30CB	CWALT 2005-76	CWALT 2006-31CB
CWALT 2004-28CB	CWALT 2005-31	CWALT 2005-77T1	CWALT 2006-32CB
CWALT 2004-29CB	CWALT 2005-32T1	CWALT 2005-79CB	CWALT 2006-33CB
CWALT 2004-2CB	CWALT 2005-33CB	CWALT 2005-7CB	CWALT 2006-34
CWALT 2004-30CB	CWALT 2005-34CB	CWALT 2005-80CB	CWALT 2006-35CB
CWALT 2004-32CB	CWALT 2005-35CB	CWALT 2005-82	CWALT 2006-36T2
CWALT 2004-33	CWALT 2005-36	CWALT 2005-83CB	CWALT 2006-39CB
CWALT 2004-34T1	CWALT 2005-37T1	CWALT 2005-84	CWALT 2006-40T1
CWALT 2004-35T2	CWALT 2005-38	CWALT 2005-85CB	CWALT 2006-41CB
CWALT 2004-36CB	CWALT 2005-3CB	CWALT 2005-86CB	CWALT 2006-42
CWALT 2004-3T1	CWALT 2005-4	CWALT 2005-9CB	CWALT 2006-43CB
CWALT 2004-4CB	CWALT 2005-40CB	CWALT 2005-AR1	CWALT 2006-45T1
CWALT 2004-5CB	CWALT 2005-41	CWALT 2005-IM1	CWALT 2006-46
CWALT 2004-6CB	CWALT 2005-42CB	CWALT 2005-J10	CWALT 2006-4CB
CWALT 2004-7T1	CWALT 2005-43	CWALT 2005-J11	CWALT 2006-5T2
CWALT 2004-8CB	CWALT 2005-44	CWALT 2005-J12	CWALT 2006-6CB
CWALT 2004-9T1	CWALT 2005-45	CWALT 2005-J13	CWALT 2006-7CB
CWALT 2004-J10	CWALT 2005-46CB	CWALT 2005-J14	CWALT 2006-8T1
CWALT 2004-J11	CWALT 2005-47CB	CWALT 2005-J3	CWALT 2006-9T1
CWALT 2004-J12	CWALT 2005-48T1	CWALT 2005-J4	CWALT 2006-HY10
CWALT 2004-J13	CWALT 2005-49CB	CWALT 2005-J5	CWALT 2006-HY11
CWALT 2004-J2	CWALT 2005-50CB	CWALT 2005-J6	CWALT 2006-HY12
CWALT 2004-J3	CWALT 2005-51	CWALT 2005-J7	CWALT 2006-HY13
CWALT 2004-J5	CWALT 2005-53T2	CWALT 2005-J8	CWALT 2006-HY3
CWALT 2004-J6	CWALT 2005-54CB	CWALT 2005-J9	CWALT 2006-J1
CWALT 2004-J7	CWALT 2005-55CB	CWALT 2006-11CB	CWALT 2006-J2
CWALT 2004-J8	CWALT 2005-56	CWALT 2006-12CB	CWALT 2006-J3
CWALT 2004-J9	CWALT 2005-57CB	CWALT 2006-13T1	CWALT 2006-J4
CWALT 2005-10CB	CWALT 2005-58	CWALT 2006-14CB	CWALT 2006-J5
CWALT 2005-11CB	CWALT 2005-59	CWALT 2006-15CB	CWALT 2006-J6
CWALT 2005-14	CWALT 2005-60T1	CWALT 2006-16CB	CWALT 2006-J7
CWALT 2005-16	CWALT 2005-61	CWALT 2006-17T1	CWALT 2006-J8



CWALT 2006-OA1	CWALT 2007-5CB	CWHL 2004-18	CWHL 2005-26
CWALT 2006-OA10	CWALT 2007-6	CWHL 2004-19	CWHL 2005-27
CWALT 2006-OA11	CWALT 2007-7T2	CWHL 2004-2	CWHL 2005-28
CWALT 2006-OA12	CWALT 2007-8CB	CWHL 2004-20	CWHL 2005-29
CWALT 2006-OA14	CWALT 2007-9T1	CWHL 2004-21	CWHL 2005-3
CWALT 2006-OA16	CWALT 2007-AL1	CWHL 2004-22	CWHL 2005-30
CWALT 2006-OA17	CWALT 2007-HY2	CWHL 2004-23	CWHL 2005-31
CWALT 2006-OA18	CWALT 2007-HY3	CWHL 2004-24	CWHL 2005-7
CWALT 2006-OA2	CWALT 2007-HY4	CWHL 2004-25	CWHL 2005-9
CWALT 2006-OA21	CWALT 2007-HY6	CWHL 2004-29	CWHL 2005-HYB1
CWALT 2006-OA22	CWALT 2007-HY7C	CWHL 2004-3	CWHL 2005-HYB2
CWALT 2006-OA3	CWALT 2007-HY8C	CWHL 2004-5	CWHL 2005-HYB3
CWALT 2006-OA6	CWALT 2007-HY9	CWHL 2004-6	CWHL 2005-HYB4
CWALT 2006-OA7	CWALT 2007-J2	CWHL 2004-7	CWHL 2005-HYB5
CWALT 2006-OA8	CWALT 2007-OA11	CWHL 2004-HYB1	CWHL 2005-HYB6
CWALT 2006-OA9	CWALT 2007-OA2	CWHL 2004-HYB2	CWHL 2005-HYB7
CWALT 2006-OC1	CWALT 2007-OA3	CWHL 2004-HYB3	CWHL 2005-HYB8
CWALT 2006-OC10	CWALT 2007-OA4	CWHL 2004-HYB4	CWHL 2005-HYB10 <sup>1</sup>
CWALT 2006-OC11	CWALT 2007-OA6	CWHL 2004-HYB5	CWHL 2005-J1
CWALT 2006-OC2	CWALT 2007-OA7	CWHL 2004-HYB6	CWHL 2005-J2
CWALT 2006-OC3	CWALT 2007-OA8	CWHL 2004-HYB7	CWHL 2005-J3
CWALT 2006-OC4	CWALT 2007-OA9	CWHL 2004-HYB8	CWHL 2005-J4
CWALT 2006-OC5	CWALT 2007-OH1	CWHL 2004-HYB9	CWHL 2006-1
CWALT 2006-OC6	CWALT 2007-OH2	CWHL 2004-J2	CWHL 2006-10
CWALT 2006-OC7	CWALT 2007-OH3	CWHL 2004-J3	CWHL 2006-11
CWALT 2006-OC8	CWALT 2004-J4	CWHL 2004-J4	CWHL 2006-12
CWALT 2006-OC9	CWALT 2005-13CB	CWHL 2004-J5	CWHL 2006-13
CWALT 2007-10CB	CWALT 2005-19CB	CWHL 2004-J6	CWHL 2006-14
CWALT 2007-11T1	CWALT 2005-22T1	CWHL 2004-J7	CWHL 2006-15
CWALT 2007-12T1	CWALT 2005-52CB	CWHL 2004-J8	CWHL 2006-16
CWALT 2007-13	CWALT 2005-62	CWHL 2004-J9	CWHL 2006-17
CWALT 2007-14T2	CWALT 2005-81	CWHL 2005-1	CWHL 2006-18
CWALT 2007-16CB	CWALT 2005-J1	CWHL 2005-10	CWHL 2006-19
CWALT 2007-17CB	CWALT 2005-J2	CWHL 2005-11	CWHL 2006-20
CWALT 2007-18CB	CWALT 2006-OA19	CWHL 2005-12	CWHL 2006-21
CWALT 2007-19	CWALT 2007-15CB	CWHL 2005-13	CWHL 2006-3
CWALT 2007-1T1	CWALT 2007-J1	CWHL 2005-14	CWHL 2006-6
CWALT 2007-20	CWALT 2007-OA10	CWHL 2005-16	CWHL 2006-8
CWALT 2007-21CB	CWHEQ 2006-A	CWHL 2005-17	CWHL 2006-9
CWALT 2007-22	CWHEQ 2007-G	CWHL 2005-18	CWHL 2006-HYB1
CWALT 2007-23CB	CWHL 2004-11	CWHL 2005-2	CWHL 2006-HYB2
CWALT 2007-24	CWHL 2004-12	CWHL 2005-20	CWHL 2006-HYB3
CWALT 2007-25	CWHL 2004-13	CWHL 2005-21	CWHL 2006-HYB4
CWALT 2007-2CB	CWHL 2004-14	CWHL 2005-22	CWHL 2006-HYB5
CWALT 2007-3T1	CWHL 2004-15	CWHL 2005-23	
CWALT 2007-4CB	CWHL 2004-16	CWHL 2005-25	

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<sup>1</sup> Appears on Bloomberg as CWHL 2005-HY10

CWHL 2006-J1	CWHL 2005-5	CWL 2005-SD3	CWL 2007-SD1
CWHL 2006-J2	CWHL 2005-6	CWL 2006-1	CWL 2007-SEA1
CWHL 2006-J3	CWL 2004-1	CWL 2006-10	CWL 2007-SEA2
CWHL 2006-J4	CWL 2004-11	CWL 2006-12	CWL 2004-10
CWHL 2006-OA4	CWL 2004-14	CWL 2006-14	CWL 2004-12
CWHL 2006-OA5	CWL 2004-2	CWL 2006-16	CWL 2004-13
CWHL 2006-TM1	CWL 2004-3	CWL 2006-17	CWL 2004-15
CWHL 2007-1	CWL 2004-4	CWL 2006-18	CWL 2004-8
CWHL 2007-10	CWL 2004-5	CWL 2006-19	CWL 2004-9
CWHL 2007-11	CWL 2004-6	CWL 2006-2	CWL 2004-AB1
CWHL 2007-12	CWL 2004-7	CWL 2006-20	CWL 2005-1
CWHL 2007-13	CWL 2004-AB2	CWL 2006-24	CWL 2005-11
CWHL 2007-14	CWL 2004-BC2	CWL 2006-25	CWL 2005-12
CWHL 2007-15	CWL 2004-BC3	CWL 2006-3	CWL 2005-13
CWHL 2007-16	CWL 2004-BC4	CWL 2006-4	CWL 2005-14
CWHL 2007-17	CWL 2004-BC5	CWL 2006-5	CWL 2005-15
CWHL 2007-18	CWL 2004-ECC1	CWL 2006-6	CWL 2005-16
CWHL 2007-19	CWL 2004-ECC2	CWL 2006-7	CWL 2005-17
CWHL 2007-2	CWL 2004-S1	CWL 2006-8	CWL 2005-3
CWHL 2007-20	CWL 2004-SD2	CWL 2006-9	CWL 2005-4
CWHL 2007-21	CWL 2004-SD3	CWL 2006-ABC1	CWL 2005-7
CWHL 2007-3	CWL 2004-SD4	CWL 2006-BC1	CWL 2006-11
CWHL 2007-4	CWL 2005-10	CWL 2006-BC2	CWL 2006-13
CWHL 2007-5	CWL 2005-2	CWL 2006-BC3	CWL 2006-15
CWHL 2007-6	CWL 2005-5	CWL 2006-BC4	CWL 2006-21
CWHL 2007-7	CWL 2005-6	CWL 2006-BC5	CWL 2006-22
CWHL 2007-8	CWL 2005-8	CWL 2006-IM1	CWL 2006-23
CWHL 2007-9	CWL 2005-9	CWL 2006-QH1	CWL 2006-26
CWHL 2007-HY1	CWL 2005-AB1	CWL 2006-SD1	CWL 2007-1
CWHL 2007-HY3	CWL 2005-AB2	CWL 2006-SD2	CWL 2007-13
CWHL 2007-HY4	CWL 2005-AB3	CWL 2006-SD3	CWL 2007-2
CWHL 2007-HY5	CWL 2005-AB4	CWL 2006-SD4	CWL 2007-4
CWHL 2007-HY6	CWL 2005-AB5	CWL 2006-SPS1	
CWHL 2007-HY7	CWL 2005-BC1	CWL 2006-SPS2	
CWHL 2007-HYB1	CWL 2005-BC2	CWL 2007-10	
CWHL 2007-HYB2	CWL 2005-BC3	CWL 2007-11	
CWHL 2007-J1	CWL 2005-BC4	CWL 2007-12	
CWHL 2007-J2	CWL 2005-BC5	CWL 2007-3	
CWHL 2007-J3	CWL 2005-HYB9 <sup>2</sup>	CWL 2007-5	
CWHL 2008-1	CWL 2005-IM1	CWL 2007-6	
CWHL 2004-10	CWL 2005-IM2	CWL 2007-7	
CWHL 2004-4	CWL 2005-IM3	CWL 2007-8	
CWHL 2004-8	CWL 2005-SD1	CWL 2007-9	
CWHL 2004-9	CWL 2005-SD2	CWL 2007-BC1	
CWHL 2005-15		CWL 2007-BC2	
CWHL 2005-24		CWL 2007-BC3	

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<sup>2</sup> Appears on Bloomberg  
as CWHL 2005-HYB9

**Exhibit B**

**Form of Order**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X	
In the matter of the application of	:
	:
THE BANK OF NEW YORK MELLON,	:
(as Trustee under various Pooling and Servicing	:
Agreements and Indenture Trustee under various	:
Indentures),	:
Petitioner,	:
	:
for an order, pursuant to CPLR § 7701, seeking	:
judicial instructions and approval of a proposed	:
settlement.	:
-----X	

Index No.

**[PROPOSED]  
FINAL ORDER AND  
JUDGMENT**

Petitioner, The Bank of New York Mellon, solely in its capacity as trustee or indenture trustee under 530 mortgage-securitization trusts identified in Exhibit A to the Verified Petition (the “Petitioner” or the “Trustee”), evidenced by 530 separate Pooling and Servicing Agreements (“PSAs”) or Indentures and related Sales and Servicing Agreements (“SSAs,” and together with the PSAs and Indentures, the “Governing Agreements”), having applied to this Court for an order pursuant to CPLR § 7701 for judicial instructions and approval of a settlement entered into by and among the Trustee, Bank of America Corporation, BAC Home Loans Servicing, LP, Countrywide Financial Corporation, and Countrywide Home Loans, Inc. (the “Settlement”), such Settlement being embodied in the settlement agreement, dated June 28, 2011 (the “Settlement Agreement”) attached to the Verified Petition herein and attached hereto as Exhibit A; and

UPON reading and filing the Verified Petition and the exhibits thereto; the Affirmation of Matthew D. Ingber, counsel to the Trustee, in support of the Verified Petition, dated June 28, 2011 (the “Ingber Affirmation”); The Bank of New York Mellon’s Memorandum of Law In Support of Its Verified Petition Seeking Judicial Instructions and Approval of a Proposed Settlement, dated June 28, 2011; all answers, objections, or other responses filed in response to the Verified Petition; all papers filed in response to those answers, objections, or responses; and upon all prior proceedings and pleadings heretofore had; and

UPON this Court having rendered its decision (the “Decision”) on \_\_\_\_\_, 2011, which Decision is attached hereto as Exhibit B; and

UPON the Decision with notice of entry (attached hereto as Exhibit C) having been served upon all parties on \_\_\_\_\_, 2011;

NOW, it is hereby ORDERED, ADJUDGED, and DECREED that:

- a) For purposes of this Final Order and Judgment, the Court adopts all defined terms set forth in the Settlement Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings set forth in the Settlement Agreement.
- b) The Court has jurisdiction over the subject matter of this Article 77 Proceeding. The Court has jurisdiction over the Petitioner, the Covered Trusts, and all certificateholders and noteholders of the Covered Trusts (the “Trust Beneficiaries”) with respect to the matters determined herein. (As used herein, “Trust Beneficiaries” shall have the same meaning as “Investors” under the Settlement Agreement.)

- c) The form and the method of dissemination of notice (the “Notice”), as described in and as previously approved by the Court’s Order dated \_\_\_\_\_, 2011 (the “Preliminary Order”), provided the best notice practicable under the circumstances and was reasonably calculated to put interested parties on notice of this action. The Preliminary Order provided, *inter alia*, for the Notice to be provided by a combination of individual notice, notice by publication in specified publications, notice through the Depository Trust Company, advertising on the internet, and notice through a website created and maintained by the Trustee for the Article 77 Proceeding. The Petitioner has submitted evidence establishing its compliance with reasonable diligence with the Preliminary Order. The Court finds that the Notice was provided in accordance with the provisions of the Preliminary Order.
- d) The Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and the Court’s consideration of the actions of the Trustee in entering into the Settlement Agreement, to all persons entitled to such notice, including the Potentially Interested Persons identified in paragraph 6 of the Ingber Affirmation, including the Trust Beneficiaries, and the Notice fully satisfied the requirements of New York law, federal and state due process requirements and the requirements of other applicable law.
- e) A full and fair opportunity has been offered to all Potentially Interested Persons, including the Trust Beneficiaries, to make their views known to the Court, to object to the Settlement and to the approval of the actions of the

Trustee in entering into the Settlement Agreement, and to participate in the hearing thereon. Accordingly, the Covered Trusts, all Trust Beneficiaries, and their successors-in-interest and assigns, and any Persons claiming by, through, or on behalf of any of the Trustee, the Trust Beneficiaries, or the Covered Trusts or under the Governing Agreements are bound by this Final Order and Judgment.

- f) The Trustee has the authority, pursuant to the Governing Agreements and applicable law: (i) to assert, abandon, or compromise the Trust Released Claims, and (ii) to enter into the Settlement Agreement on behalf of all Trust Beneficiaries, the Covered Trusts, and any Persons claiming by, through, or on behalf of any of the Trustee, the Trust Beneficiaries, or the Covered Trusts or under the Governing Agreements.
- g) Pursuant to the Governing Agreements and applicable law, the decision whether to enter into the Settlement Agreement on behalf of all Trust Beneficiaries, the Covered Trusts, and any Persons claiming by, through, or on behalf of any of the Trustee, the Trust Beneficiaries, or the Covered Trusts or under the Governing Agreements is a matter within the Trustee's discretion.
- h) The Settlement Agreement is the result of factual and legal investigation by the Trustee, and is supported by the Institutional Investors.
- i) The Trustee appropriately evaluated the terms, benefits, and consequences of the Settlement and the strengths and weaknesses of the claims being settled. In that regard, the Trustee appropriately considered the claims made and

positions presented by the Institutional Investors, Bank of America, and Countrywide relating to the Trust Released Claims in considering whether to enter into the Settlement Agreement.

- j) The arm's-length negotiations that led to the Settlement Agreement and the Trustee's deliberations appropriately focused on the strengths and weaknesses of the Trust Released Claims, the alternatives available or potentially available to pursue remedies for the benefit of the Trust Beneficiaries, and the terms of the Settlement.
- k) The Trustee acted in good faith, within its discretion, and within the bounds of reasonableness in determining that the Settlement Agreement was in the best interests of the Covered Trusts.
- l) Pursuant to CPLR § 7701, the Court hereby approves the actions of the Trustee in entering into the Settlement Agreement in all respects.
- m) The Parties are directed to consummate the Settlement in accordance with its terms and conditions, and the Settlement is hereby approved by the Court in all respects.
- n) The Settlement Agreement is hereby approved in all respects, and is fully enforceable in all respects. The release in the Settlement Agreement provides as follows:

**9. Release.**

(a) Effective as of the Approval Date, except as set forth in Paragraph 10 [of the Settlement Agreement], the Trustee on behalf of itself and all Investors, the Covered Trusts, and/or any Persons claiming by, through, or on behalf of any of the Trustee, the Investors, or the Covered Trusts or under the Governing Agreements (collectively, the Trustee, Investors, Covered Trusts, and such Persons being defined together as the "Precluded Persons"),

irrevocably and unconditionally grants a full, final, and complete release, waiver, and discharge of all alleged or actual claims, counterclaims, defenses, rights of setoff, rights of rescission, liens, disputes, liabilities, Losses, debts, costs, expenses, obligations, demands, claims for accountings or audits, alleged Events of Default, damages, rights, and causes of action of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, in contract, tort, or otherwise, secured or unsecured, accrued or unaccrued, whether direct, derivative, or brought in any other capacity that the Precluded Persons may now or may hereafter have against any or all of the Bank of America Parties and/or Countrywide Parties arising out of or relating to (i) the origination, sale, or delivery of Mortgage Loans to the Covered Trusts, including the representations and warranties in connection with the origination, sale, or delivery of Mortgage Loans to the Covered Trusts or any alleged obligation of any Bank of America Party and/or Countrywide Party to repurchase or otherwise compensate the Covered Trusts for any Mortgage Loan on the basis of any representations or warranties or otherwise or failure to cure any alleged breaches of representations and warranties, including all claims arising in any way from or under Section 2.03 (“Representations, Warranties and Covenants of the Sellers and Master Servicer”)<sup>1</sup> of the Governing Agreements, (ii) the documentation of the Mortgage Loans held by the Covered Trusts (including the documents and instruments covered in Sections 2.01 (“Conveyance of Mortgage Loans”) and 2.02 (“Acceptance by the Trustee of the Mortgage Loans”) of the Governing Agreements and the Mortgage Files) including with respect to alleged defective, incomplete or non-existent documentation, as well as issues arising out of or relating to recordation, title, assignment, or any other matter relating to legal enforceability of a Mortgage or Mortgage Note, and (iii) the servicing of the Mortgage Loans held by the Covered Trusts (including any claim relating to the timing of collection efforts or foreclosure efforts, loss mitigation, transfers to subservicers, Advances, Servicing Advances, or that servicing includes an obligation to take any action or provide any notice towards, or with respect to, the possible repurchase of Mortgage Loans by the Master Servicer, Seller, or any other Person), in all cases prior to or after the Approval Date (collectively, all such claims being defined as the “Trust Released Claims”).

(b) The Trust Released Claims shall also be deemed to have been released as of the Approval Date to the full and same extent by the Master Servicer of the Covered Trusts (including the current Master Servicer, BAC HLS, and any subsequent servicer who may in the future be substituted for the current Master Servicer with respect to one or more of the Covered Trusts or any loans therein) and the Master Servicer shall be deemed to be a Precluded Person.

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<sup>1</sup> Which provision is numbered 2.04 in the Sale and Servicing Agreements relating to CWHEQ 2006-A and CWHEQ 2007-G.



(c) The release and waiver in Subparagraphs 9(a) and 9(b) [of the Settlement Agreement] is intended to include, and upon its effectiveness shall include, any claims or contentions that Bank of America or any non-Countrywide affiliate, division, or subsidiary of Bank of America, and any of the predecessors or assigns thereof, is liable on any theory of successor liability, vicarious liability, veil piercing, de facto merger, fraudulent conveyance, or other similar claim or theory for the obligations, exposure, or liability of Countrywide or any of its affiliates, divisions, or subsidiaries, and any of the predecessors or assigns thereof concerning any of the Covered Trusts, with respect to the Trust Released Claims.

#### **10. Claims Not Released.**

(a) Administration of the Mortgage Loans. The release and waiver in Paragraph 9 [of the Settlement Agreement] does not include claims based solely on the action, inaction, or practices of the Master Servicer in its aggregation and remittance of Mortgage Loan payments, accounting for principal and interest, and preparation of tax-related information in connection with the Mortgage Loans and the ministerial operation and administration of the Covered Trusts and of the Mortgage Loans held by the Covered Trusts for which the Master Servicer receives servicing fees unless, as of the Signing Date, the Trustee has or should have knowledge of the actions, inactions or practices of the Master Servicer in connection with such matters.

(b) Servicing of the Mortgage Loans. Except as provided in Subparagraph 10(a) [of the Settlement Agreement], the release and waiver in Paragraph 9 [of the Settlement Agreement] includes: (i) all claims based in whole or in part on any actions, inactions, or practices of the Master Servicer prior to the Approval Date as to the servicing of the Mortgage Loans held by the Covered Trusts; and (ii) as to all actions, inactions, or practices by the Master Servicer after the Approval Date, only (A) actions, inactions, and practices that relate to the aspects of servicing addressed in whole or in part by the provisions of Paragraph 5 [of the Settlement Agreement] (material compliance with which shall satisfy the Master Servicer's obligation to service the Mortgage Loans prudently in accordance with all relevant sections of the Governing Agreements) and (B) actions, inactions, or practices that relate to the aspects of servicing not addressed by the provisions of Paragraph 5 [of the Settlement Agreement] that are consistent with (or improvements over) the Master Servicer's course of conduct prior to the Signing Date. It is further understood and agreed that Investors may pursue such remedies as are available under Section 10.08 ("Limitation on Rights of Certificateholders") of the Governing Agreements with respect to an Event of Default as to any servicing claims not released by this Settlement.

(c) Certain Individual Investor Claims. The release and waiver in Paragraph 9 [of the Settlement Agreement] does not include any direct claims held by Investors or their clients that do not seek to enforce any rights under the terms of the Governing Agreements but rather are based on disclosures made (or failed to be made) in connection with their decision to purchase, sell, or hold securities issued by any Covered Trust, including claims under the securities or anti-fraud laws of the United States or of any state; provided, however, that the question of the extent to which any payment made or benefit conferred pursuant to this Settlement Agreement may constitute an offset or credit against, or a reduction in the gross amount of, any such claim shall be determined in the action in which such claim is raised, and the Parties reserve all rights with respect to the position they may take on that question in those actions and acknowledge that all other Persons similarly reserve such rights.

(d) Financial-Guaranty Provider Rights and Obligations. To the extent that any third-party guarantor or financial-guaranty provider with respect to any Covered Trust has rights or obligations independent of the rights or obligations of the Investors, the Trustee, or the Covered Trusts, the release and waiver in Paragraph 9 [of the Settlement Agreement] is not intended to and shall not release such rights, or impair or diminish in any respect such obligations or any insurance or indemnity obligations owed by or to such Person.

(e) Indemnification Rights. The Parties do not release any rights to indemnification under the Governing Agreements including the Trustee's right to indemnification by the Master Servicer of the Covered Trusts.

(f) Settlement Agreement Rights. The Parties do not release any rights or claims against each other to enforce the terms of this Settlement Agreement.

(g) Excluded Covered Trusts. The release and waiver in Paragraph 9 [of the Settlement Agreement] does not include claims with respect to any Excluded Covered Trust.

- o) The Trustee, all Trust Beneficiaries, the Covered Trusts, and any Persons claiming by, through, or on behalf of any of the Trustee, the Trust Beneficiaries, or the Covered Trusts or under the Governing Agreements, and each of their heirs, executors, administrators, successors-in-interest, and assigns, are hereby: (i) permanently barred and enjoined from instituting, commencing, or prosecuting, either directly, derivatively, or in any other

capacity, any suit, proceeding, or other action asserting any of the Trust Released Claims, against any or all of the Bank of America Parties and/or the Countrywide Parties; (ii) conclusively determined to have fully, finally, and forever compromised, settled, released, relinquished, discharged, and dismissed with prejudice and on the merits the Trust Released Claims; and (iii) permanently barred and enjoined from knowingly assisting in any way any third party in instituting, commencing, or prosecuting any suit against any or all of the Bank of America Parties and/or the Countrywide Parties asserting any of the Trust Released Claims. These provisions shall also be deemed to apply to the full and same extent to the Master Servicer of the Covered Trusts (including the current Master Servicer, BAC HLS, and any subsequent servicer who may in the future be substituted for the current Master Servicer with respect to one or more of the Covered Trusts or any loans therein).

- p) All Trust Beneficiaries and each of their heirs, executors, administrators, successors-in-interest, and assigns, and the Bank of America Parties and the Countrywide Parties and each of their respective heirs, executors, administrators, successors-in-interest, and assigns, are hereby permanently barred and enjoined from instituting, commencing, or prosecuting, either directly, derivatively, or in any other capacity, any suit, proceeding, or other action asserting against the Trustee any claims arising from or in connection with the Trustee's entry into the Settlement, including but not limited to the Trustee's participation in negotiations regarding the Settlement, the Trustee's analysis of the Settlement, the filing by the Trustee of any petition in

connection with the Settlement, the provision of notices concerning the Settlement to Potentially Interested Persons, and any further actions by the Trustee in support of the Settlement, including the response by the Trustee to any objections to the Settlement and any implementation of the Settlement by the Trustee; provided, however, that nothing herein precludes any Party from asserting any claims arising out of a breach of the Settlement Agreement.

- q) With the exception of prosecuting any appeals directly from this Final Order and Judgment, all Trust Beneficiaries, the Covered Trusts, and any Persons claiming by, through, or on behalf of any of the Trustee, the Trust Beneficiaries, or the Covered Trusts or under the Governing Agreements, and each of their heirs, executors, administrators, successors-in-interest, and assigns, are hereby permanently barred and enjoined from instituting, commencing, asserting, or prosecuting, either directly, derivatively, or in any other capacity, any claim or objection challenging this Final Order and Judgment, the actions of the Trustee in entering into the Settlement Agreement or this Article 77 Proceeding.
- r) The Trustee will not, by virtue of actions taken in seeking, or pursuant to, any orders in this proceeding or this Final Order and Judgment, impair the rights it has under the applicable Governing Agreements to be compensated for the fees and expenses it incurs in discharging its duties as Trustee.
- s) None of the Bank of America Parties, the Countrywide Parties, the Institutional Investors, or the Trustee shall have any liability (including under any indemnification obligation provided for in any Governing Agreement,

including as clarified by the side-letter that is Exhibit C to the Settlement Agreement) to each other, the Trust Beneficiaries, the Covered Trusts, or any other Person arising out of the determination, administration, or distribution (including distribution within each Covered Trust) of the Allocable Shares pursuant to the Settlement or incurred by reason of any tax consequences of the Settlement.

- t) All objections to the Settlement have been considered and are overruled and denied in all respects.
- u) Without affecting the finality of this Final Order and Judgment in any respect, the Court hereby retains exclusive jurisdiction over the Petitioner, the Covered Trusts, and all Trust Beneficiaries (whether past, present, or future) for all matters relating to the Settlement and this Article 77 Proceeding, including the administration, interpretation, effectuation, or enforcement of the Settlement Agreement and this Final Order and Judgment.
- v) There is no just reason for delay in the entry of this Final Order and Judgment and immediate entry by the Clerk of the Court is expressly directed.

Judgment entered on this \_\_\_\_\_ day of \_\_\_\_, 2011.

ENTER

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JSC

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CLERK OF THE COURT

## **Exhibit C**

BAC Home Loans Servicing, LP  
6400 Legacy Drive  
Plano, TX 75024

June 28, 2011

The Bank of New York Mellon, as Trustee or Indenture Trustee  
101 Barclay Street  
New York, New York 10286  
Attn: Mortgage-Backed Securities Group

Ladies and Gentlemen:

**Re: Pooling and Servicing Agreements and Sale and Servicing Agreements**

We refer to the Pooling and Servicing Agreements (the “PSAs”) and Sale and Servicing Agreements (the “SSAs” and together with the PSAs, the “Sale Agreements”), as applicable, for the transactions identified on Exhibit 1 hereto, each, in PSAs, among the Depositor thereunder, the Sellers thereunder, BAC Home Loans Servicing, LP (f/k/a Countrywide Home Loans Servicing, LP), as Master Servicer (the “Master Servicer”) and The Bank of New York Mellon (f/k/a The Bank of New York), as trustee (or, in the case of SSAs, the indenture trustee, together the “Trustee”) and each, in SSAs, among the Depositor thereunder, BAC Home Loans Servicing, LP (f/k/a Countrywide Home Loans Servicing, LP), as Sponsor and Master Servicer, the Trust thereunder and the Trustee. We also refer to the Guaranty of Bank of America Corporation, dated as of June 28, 2011, attached hereto as Exhibit 2 (the “Guaranty”). Capitalized terms used but not defined in this letter have the meanings specified in the Sale Agreements.

Section 8.05 (*Trustee’s Fees and Expenses*) of each PSA and Section 7.03 (*Master Servicer to pay Indenture Trustee’s and Owner Trustee’s Fees and Expenses*) of each SSA (together, the “Indemnity”) each provide, in part, that “The Trustee and any director, officer, employee or agent of the Trustee shall be indemnified by the Master Servicer and held harmless against any loss, liability or expense (including reasonable attorneys fees) (i) incurred in connection with any claim or legal action relating to (a) [the Sale Agreement], (b) the [applicable securities] or (c) in connection with the performance of any of the Trustee’s duties [under the Sale Agreement], other than any loss, liability or expense incurred by reason of willful malfeasance, bad faith or negligence in the performance of any of the Trustee’s duties hereunder . . . .” Certain Sale Agreements also exclude from the scope of the Indemnity “any loss, liability or expense incurred . . . by reason of any action of the Trustee taken at the direction of the [investors].”<sup>1</sup>

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<sup>1</sup> We note that the language referenced in this letter may vary in certain ways in the Sale Agreements. Notwithstanding such variances, we intend this letter to apply, with same effect, to all the Sale Agreements for the transactions identified on Exhibit 1 hereto, except if such variances are material, in which case the parties hereto will consider in good faith how to implement the intent of this letter to such variances if the need arises.

We confirm that we view any actions taken by the Trustee in connection with its entry into the settlement in respect of Mortgage Loan repurchase and other alleged claims against the Sellers and Master Servicer relating to the transactions identified on Exhibit 1 hereto (the “Settlement”), including but not limited to the Trustee’s participation in settlement negotiations, the Trustee’s analysis of the Settlement, the filing by the Trustee of any petition in connection with the Settlement, the provision of notices concerning the Settlement to interested parties (including investors), and any further actions by the Trustee in support of the Settlement, including the response by the Trustee to any objections to the Settlement and any implementation of the Settlement by the Trustee (such actions together being the “Trustee Settlement Activities”) as being actions that, for purposes of the Indemnity, relate to the Sale Agreements, the applicable securities, or the performance of the Trustee’s duties under the Sale Agreements. We also confirm that the manner of entering into the Settlement or undertaking the activities to prepare therefor or contemplated thereby will not serve to disqualify the Trustee from receiving the benefits of the Indemnity or the Guaranty.

We also confirm that we view the Institutional Investor Agreement and any letter or other correspondence from the investors or their counsel which requests that the Trustee take the Trustee Settlement Activities, or any portion thereof, as not being the equivalent of a direction from the investors for purposes of the Indemnity. We further confirm that neither the receipt by the Trustee of any such letter or other correspondence nor the entry by the Trustee into the Institutional Investor Agreement will disqualify the Trustee from receiving the benefit of either the Indemnity or the Guaranty.

Finally, we note that the Indemnity also provides, with certain exceptions expressly provided for, that “the Master Servicer covenants and agrees . . . to pay or reimburse the Trustee for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of [the Sale Agreement] with respect to (A) the reasonable compensation and the expenses and disbursements of its counsel not associated with the closing of the issuance of the [applicable securities], (B) the reasonable compensation, expenses and disbursements of any accountant, engineer or appraiser that is not regularly employed by the Trustee, to the extent that the Trustee must engage such persons to perform acts or services [under the Sale Agreement] and (C) printing and engraving expenses in connection with preparing any Definitive [securities].”<sup>2</sup> We confirm that we view reasonable expenses, disbursements and advances otherwise within the Indemnity, if incurred or made by the Trustee in connection with the Trustee Settlement Activities, as being reimbursable by the Master Servicer under the Indemnity.

Without limiting any of the foregoing, we confirm that following the entry by the Trustee into the Settlement, Bank of America Corporation, BAC Home Loans Servicing, LP, Countrywide Financial Corporation and/or Countrywide Home Loans, Inc. shall pay the reasonable fees and expenses of the Trustee for Trustee Settlement Activities (including its reasonable attorneys’ fees and expenses) on a current and ongoing basis (including all accrued

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<sup>2</sup> We note that the language referenced in this letter may vary in certain ways in the Sale Agreements. Notwithstanding such variances, we intend this letter to apply, with same effect, to all the Sale Agreements for the transactions identified on Exhibit 1 hereto, except if such variances are material, in which case the parties hereto will consider in good faith how to implement the intent of this letter to such variances if the need arises.



and unpaid fees and expenses as of the date hereof, which shall be paid in full no later than 15 days from the execution of the Settlement).

Except as noted above, nothing herein is intended to limit, modify, supersede, or in any way affect any exceptions to the liability of the Master Servicer under the Indemnity that are based on the conduct of the Trustee. It is understood and agreed that the Indemnity does not cover any loss or liability incurred by reason of any tax consequences of the Settlement or arising out of the determination, administration or distribution (including distribution within each Covered Trust) of the Allocable Shares pursuant to the Settlement, which the Final Order and Judgment to be entered with respect to the Settlement shall provide shall not give rise to liability on the part of the BNYM Parties, the Bank of America Parties or the Countrywide Parties (all as defined in the Settlement Agreement). Nothing herein is intended to limit, modify, or in any way affect the limitations on the liability of the Master Servicer under Section 6.03 (*Limitation on Liability of the Depositor, the Sellers, the Master Servicer and Others*) of each PSA and Section 5.03 (*Limitation on Liability of the Seller, the Master Servicer and Others*) of each SSA.

Please acknowledge your agreement by countersigning this letter in the space provided below and returning a copy to us.

Sincerely,

BAC HOME LOANS SERVICING, L.P.

By: 

Name: Terrence P. Loughton


Title: Legacy Asset Servicing  
Division President,  
Bank of America, N.A.

By: BAC GP, LLC, its general partner

By: Bank of America, N.A., its manager

Accepted and Agreed:

BANK OF AMERICA CORPORATION

By:   
Name: Terrence P. Laughlin  
Title: Legacy Asset Servicing  
Division President.

THE BANK OF NEW YORK MELLON

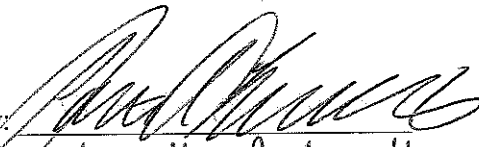
By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

BANK OF AMERICA CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON

By:   
Name: Loretta A. Lundberg  
Title: Managing Director

## **Exhibit 1 to Letter**

# Exhibit 1

CWALT 2004-10CB	CWALT 2005-17	CWALT 2005-63	CWALT 2006-18CB
CWALT 2004-12CB	CWALT 2005-18CB	CWALT 2005-64CB	CWALT 2006-19CB
CWALT 2004-13CB	CWALT 2005-1CB	CWALT 2005-65CB	CWALT 2006-20CB
CWALT 2004-14T2	CWALT 2005-2	CWALT 2005-66	CWALT 2006-21CB
CWALT 2004-15	CWALT 2005-20CB	CWALT 2005-67CB	CWALT 2006-23CB
CWALT 2004-16CB	CWALT 2005-21CB	CWALT 2005-69	CWALT 2006-24CB
CWALT 2004-17CB	CWALT 2005-23CB	CWALT 2005-6CB	CWALT 2006-25CB
CWALT 2004-18CB	CWALT 2005-24	CWALT 2005-70CB	CWALT 2006-26CB
CWALT 2004-20T1	CWALT 2005-25T1	CWALT 2005-71	CWALT 2006-27CB
CWALT 2004-22CB	CWALT 2005-26CB	CWALT 2005-72	CWALT 2006-28CB
CWALT 2004-24CB	CWALT 2005-27	CWALT 2005-73CB	CWALT 2006-29T1
CWALT 2004-25CB	CWALT 2005-28CB	CWALT 2005-74T1	CWALT 2006-2CB
CWALT 2004-26T1	CWALT 2005-29CB	CWALT 2005-75CB	CWALT 2006-30T1
CWALT 2004-27CB	CWALT 2005-30CB	CWALT 2005-76	CWALT 2006-31CB
CWALT 2004-28CB	CWALT 2005-31	CWALT 2005-77T1	CWALT 2006-32CB
CWALT 2004-29CB	CWALT 2005-32T1	CWALT 2005-79CB	CWALT 2006-33CB
CWALT 2004-2CB	CWALT 2005-33CB	CWALT 2005-7CB	CWALT 2006-34
CWALT 2004-30CB	CWALT 2005-34CB	CWALT 2005-80CB	CWALT 2006-35CB
CWALT 2004-32CB	CWALT 2005-35CB	CWALT 2005-82	CWALT 2006-36T2
CWALT 2004-33	CWALT 2005-36	CWALT 2005-83CB	CWALT 2006-39CB
CWALT 2004-34T1	CWALT 2005-37T1	CWALT 2005-84	CWALT 2006-40T1
CWALT 2004-35T2	CWALT 2005-38	CWALT 2005-85CB	CWALT 2006-41CB
CWALT 2004-36CB	CWALT 2005-3CB	CWALT 2005-86CB	CWALT 2006-42
CWALT 2004-3T1	CWALT 2005-4	CWALT 2005-9CB	CWALT 2006-43CB
CWALT 2004-4CB	CWALT 2005-40CB	CWALT 2005-AR1	CWALT 2006-45T1
CWALT 2004-5CB	CWALT 2005-41	CWALT 2005-IM1	CWALT 2006-46
CWALT 2004-6CB	CWALT 2005-42CB	CWALT 2005-J10	CWALT 2006-4CB
CWALT 2004-7T1	CWALT 2005-43	CWALT 2005-J11	CWALT 2006-5T2
CWALT 2004-8CB	CWALT 2005-44	CWALT 2005-J12	CWALT 2006-6CB
CWALT 2004-9T1	CWALT 2005-45	CWALT 2005-J13	CWALT 2006-7CB
CWALT 2004-J10	CWALT 2005-46CB	CWALT 2005-J14	CWALT 2006-8T1
CWALT 2004-J11	CWALT 2005-47CB	CWALT 2005-J3	CWALT 2006-9T1
CWALT 2004-J12	CWALT 2005-48T1	CWALT 2005-J4	CWALT 2006-HY10
CWALT 2004-J13	CWALT 2005-49CB	CWALT 2005-J5	CWALT 2006-HY11
CWALT 2004-J2	CWALT 2005-50CB	CWALT 2005-J6	CWALT 2006-HY12
CWALT 2004-J3	CWALT 2005-51	CWALT 2005-J7	CWALT 2006-HY13
CWALT 2004-J5	CWALT 2005-53T2	CWALT 2005-J8	CWALT 2006-HY3
CWALT 2004-J6	CWALT 2005-54CB	CWALT 2005-J9	CWALT 2006-J1
CWALT 2004-J7	CWALT 2005-55CB	CWALT 2006-11CB	CWALT 2006-J2
CWALT 2004-J8	CWALT 2005-56	CWALT 2006-12CB	CWALT 2006-J3
CWALT 2004-J9	CWALT 2005-57CB	CWALT 2006-13T1	CWALT 2006-J4
CWALT 2005-10CB	CWALT 2005-58	CWALT 2006-14CB	CWALT 2006-J5
CWALT 2005-11CB	CWALT 2005-59	CWALT 2006-15CB	CWALT 2006-J6
CWALT 2005-14	CWALT 2005-60T1	CWALT 2006-16CB	CWALT 2006-J7
CWALT 2005-16	CWALT 2005-61	CWALT 2006-17T1	CWALT 2006-J8

CWALT 2006-OA1	CWALT 2007-5CB	CWHL 2004-18	CWHL 2005-26
CWALT 2006-OA10	CWALT 2007-6	CWHL 2004-19	CWHL 2005-27
CWALT 2006-OA11	CWALT 2007-7T2	CWHL 2004-2	CWHL 2005-28
CWALT 2006-OA12	CWALT 2007-8CB	CWHL 2004-20	CWHL 2005-29
CWALT 2006-OA14	CWALT 2007-9T1	CWHL 2004-21	CWHL 2005-3
CWALT 2006-OA16	CWALT 2007-AL1	CWHL 2004-22	CWHL 2005-30
CWALT 2006-OA17	CWALT 2007-HY2	CWHL 2004-23	CWHL 2005-31
CWALT 2006-OA18	CWALT 2007-HY3	CWHL 2004-24	CWHL 2005-7
CWALT 2006-OA2	CWALT 2007-HY4	CWHL 2004-25	CWHL 2005-9
CWALT 2006-OA21	CWALT 2007-HY6	CWHL 2004-29	CWHL 2005-HYB1
CWALT 2006-OA22	CWALT 2007-HY7C	CWHL 2004-3	CWHL 2005-HYB2
CWALT 2006-OA3	CWALT 2007-HY8C	CWHL 2004-5	CWHL 2005-HYB3
CWALT 2006-OA6	CWALT 2007-HY9	CWHL 2004-6	CWHL 2005-HYB4
CWALT 2006-OA7	CWALT 2007-J2	CWHL 2004-7	CWHL 2005-HYB5
CWALT 2006-OA8	CWALT 2007-OA11	CWHL 2004-HYB1	CWHL 2005-HYB6
CWALT 2006-OA9	CWALT 2007-OA2	CWHL 2004-HYB2	CWHL 2005-HYB7
CWALT 2006-OC1	CWALT 2007-OA3	CWHL 2004-HYB3	CWHL 2005-HYB8
CWALT 2006-OC10	CWALT 2007-OA4	CWHL 2004-HYB4	CWHL 2005-HYB10 <sup>1</sup>
CWALT 2006-OC11	CWALT 2007-OA6	CWHL 2004-HYB5	CWHL 2005-J1
CWALT 2006-OC2	CWALT 2007-OA7	CWHL 2004-HYB6	CWHL 2005-J2
CWALT 2006-OC3	CWALT 2007-OA8	CWHL 2004-HYB7	CWHL 2005-J3
CWALT 2006-OC4	CWALT 2007-OA9	CWHL 2004-HYB8	CWHL 2005-J4
CWALT 2006-OC5	CWALT 2007-OH1	CWHL 2004-HYB9	CWHL 2006-1
CWALT 2006-OC6	CWALT 2007-OH2	CWHL 2004-J2	CWHL 2006-10
CWALT 2006-OC7	CWALT 2007-OH3	CWHL 2004-J3	CWHL 2006-11
CWALT 2006-OC8	CWALT 2004-J4	CWHL 2004-J4	CWHL 2006-12
CWALT 2006-OC9	CWALT 2005-13CB	CWHL 2004-J5	CWHL 2006-13
CWALT 2007-10CB	CWALT 2005-19CB	CWHL 2004-J6	CWHL 2006-14
CWALT 2007-11T1	CWALT 2005-22T1	CWHL 2004-J7	CWHL 2006-15
CWALT 2007-12T1	CWALT 2005-52CB	CWHL 2004-J8	CWHL 2006-16
CWALT 2007-13	CWALT 2005-62	CWHL 2004-J9	CWHL 2006-17
CWALT 2007-14T2	CWALT 2005-81	CWHL 2005-1	CWHL 2006-18
CWALT 2007-16CB	CWALT 2005-J1	CWHL 2005-10	CWHL 2006-19
CWALT 2007-17CB	CWALT 2005-J2	CWHL 2005-11	CWHL 2006-20
CWALT 2007-18CB	CWALT 2006-OA19	CWHL 2005-12	CWHL 2006-21
CWALT 2007-19	CWALT 2007-15CB	CWHL 2005-13	CWHL 2006-3
CWALT 2007-1T1	CWALT 2007-J1	CWHL 2005-14	CWHL 2006-6
CWALT 2007-20	CWALT 2007-OA10	CWHL 2005-16	CWHL 2006-8
CWALT 2007-21CB	CWHEQ 2006-A	CWHL 2005-17	CWHL 2006-9
CWALT 2007-22	CWHEQ 2007-G	CWHL 2005-18	CWHL 2006-HYB1
CWALT 2007-23CB	CWHL 2004-11	CWHL 2005-2	CWHL 2006-HYB2
CWALT 2007-24	CWHL 2004-12	CWHL 2005-20	CWHL 2006-HYB3
CWALT 2007-25	CWHL 2004-13	CWHL 2005-21	CWHL 2006-HYB4
CWALT 2007-2CB	CWHL 2004-14	CWHL 2005-22	CWHL 2006-HYB5
CWALT 2007-3T1	CWHL 2004-15	CWHL 2005-23	
CWALT 2007-4CB	CWHL 2004-16	CWHL 2005-25	

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<sup>1</sup> Appears on Bloomberg  
as CWHL 2005-HY10

CWHL 2006-J1	CWHL 2005-5	CWL 2005-SD3	CWL 2007-SD1
CWHL 2006-J2	CWHL 2005-6	CWL 2006-1	CWL 2007-SEA1
CWHL 2006-J3	CWL 2004-1	CWL 2006-10	CWL 2007-SEA2
CWHL 2006-J4	CWL 2004-11	CWL 2006-12	CWL 2004-10
CWHL 2006-OA4	CWL 2004-14	CWL 2006-14	CWL 2004-12
CWHL 2006-OA5	CWL 2004-2	CWL 2006-16	CWL 2004-13
CWHL 2006-TM1	CWL 2004-3	CWL 2006-17	CWL 2004-15
CWHL 2007-1	CWL 2004-4	CWL 2006-18	CWL 2004-8
CWHL 2007-10	CWL 2004-5	CWL 2006-19	CWL 2004-9
CWHL 2007-11	CWL 2004-6	CWL 2006-2	CWL 2004-AB1
CWHL 2007-12	CWL 2004-7	CWL 2006-20	CWL 2005-1
CWHL 2007-13	CWL 2004-AB2	CWL 2006-24	CWL 2005-11
CWHL 2007-14	CWL 2004-BC2	CWL 2006-25	CWL 2005-12
CWHL 2007-15	CWL 2004-BC3	CWL 2006-3	CWL 2005-13
CWHL 2007-16	CWL 2004-BC4	CWL 2006-4	CWL 2005-14
CWHL 2007-17	CWL 2004-BC5	CWL 2006-5	CWL 2005-15
CWHL 2007-18	CWL 2004-ECC1	CWL 2006-6	CWL 2005-16
CWHL 2007-19	CWL 2004-ECC2	CWL 2006-7	CWL 2005-17
CWHL 2007-2	CWL 2004-S1	CWL 2006-8	CWL 2005-3
CWHL 2007-20	CWL 2004-SD2	CWL 2006-9	CWL 2005-4
CWHL 2007-21	CWL 2004-SD3	CWL 2006-ABC1	CWL 2005-7
CWHL 2007-3	CWL 2004-SD4	CWL 2006-BC1	CWL 2006-11
CWHL 2007-4	CWL 2005-10	CWL 2006-BC2	CWL 2006-13
CWHL 2007-5	CWL 2005-2	CWL 2006-BC3	CWL 2006-15
CWHL 2007-6	CWL 2005-5	CWL 2006-BC4	CWL 2006-21
CWHL 2007-7	CWL 2005-6	CWL 2006-BC5	CWL 2006-22
CWHL 2007-8	CWL 2005-8	CWL 2006-IM1	CWL 2006-23
CWHL 2007-9	CWL 2005-9	CWL 2006-QH1	CWL 2006-26
CWHL 2007-HY1	CWL 2005-AB1	CWL 2006-SD1	CWL 2007-1
CWHL 2007-HY3	CWL 2005-AB2	CWL 2006-SD2	CWL 2007-13
CWHL 2007-HY4	CWL 2005-AB3	CWL 2006-SD3	CWL 2007-2
CWHL 2007-HY5	CWL 2005-AB4	CWL 2006-SD4	CWL 2007-4
CWHL 2007-HY6	CWL 2005-AB5	CWL 2006-SPS1	
CWHL 2007-HY7	CWL 2005-BC1	CWL 2006-SPS2	
CWHL 2007-HYB1	CWL 2005-BC2	CWL 2007-10	
CWHL 2007-HYB2	CWL 2005-BC3	CWL 2007-11	
CWHL 2007-J1	CWL 2005-BC4	CWL 2007-12	
CWHL 2007-J2	CWL 2005-BC5	CWL 2007-3	
CWHL 2007-J3	CWL 2005-HYB9 <sup>2</sup>	CWL 2007-5	
CWHL 2008-1	CWL 2005-IM1	CWL 2007-6	
CWHL 2004-10	CWL 2005-IM2	CWL 2007-7	
CWHL 2004-4	CWL 2005-IM3	CWL 2007-8	
CWHL 2004-8	CWL 2005-SD1	CWL 2007-9	
CWHL 2004-9	CWL 2005-SD2	CWL 2007-BC1	
CWHL 2005-15		CWL 2007-BC2	
CWHL 2005-24		CWL 2007-BC3	

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<sup>2</sup> Appears on Bloomberg  
as CWHL 2005-HYB9



## **Exhibit 2 to Letter**

GUARANTY

This GUARANTY (as amended, supplemented, amended and restated or otherwise modified from time to time, this “Guaranty”), dated as of June 28, 2011, is made by BANK OF AMERICA CORPORATION (the “Guarantor”), in favor of THE BANK OF NEW YORK MELLON (f/k/a THE BANK OF NEW YORK) (the “Guaranteed Party”).

W I T N E S S E T H:

WHEREAS, pursuant to the Pooling and Servicing Agreements and Sale and Servicing Agreements for the transactions identified on Exhibit 1 hereto (together the “Sale Agreements,” and each a “Sale Agreement”), each, in Pooling and Servicing Agreements, among the Depositor thereunder, the Sellers thereunder, BAC Home Loans Servicing, L.P. (f/k/a Countrywide Home Loans Servicing, L.P.), as Master Servicer (the “Master Servicer”) and the Guaranteed Party, as Trustee, and each, in Sale and Servicing Agreements, among the Depositor thereunder, BAC Home Loans Servicing, L.P. (f/k/a Countrywide Home Loans Servicing, L.P.), as Sponsor and Master Servicer, the Trust thereunder and the Guaranteed Party, as Indenture Trustee, the Master Servicer agreed to indemnify the Guaranteed Party in respect of certain losses, liabilities and expenses that might be incurred by the Guaranteed Party thereunder; and

WHEREAS, in connection with the activities of the Guaranteed Party that relate to the settlement of Mortgage Loan repurchase and other claims now or hereafter arising against the Sellers and/or the Master Servicer relating to the transactions identified on Exhibit 1 hereto (the “Settlement”), the Guarantor has agreed to execute and deliver this Guaranty.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Guarantor agrees, for the benefit of the Guaranteed Party, as follows.

ARTICLE I  
DEFINITIONS

SECTION 1.1. Certain Terms. The following terms (whether or not underscored) when used in this Guaranty, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

“Guaranteed Party” is defined in the preamble.

“Guarantor” is defined in the preamble.

“Guaranty” is defined in the preamble.

“Master Servicer” is defined in the first recital.

“Material Adverse Effect” means a material adverse effect on (i) the business, assets, operations, prospects or condition, financial or otherwise, of the Guarantor or (ii) the ability of the Guarantor to perform any of its obligations under this Guaranty.

“Obligations” means the payment obligations of the Master Servicer, whether now or hereafter arising, direct or indirect, absolute or contingent, under any Sale Agreement, in accordance with the terms and conditions thereof, to indemnify, hold harmless or otherwise reimburse the Guaranteed Party against certain losses, liabilities or expenses that may arise in connection with the Settlement.

“Parties” means the Guarantor and the Guaranteed Party.

“Sale Agreement” is defined in the first recital.

“Settlement” is defined in the second recital.

SECTION 1.2. Sale Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Guaranty, including its preamble and recitals, have the meanings provided in each applicable Sale Agreement solely with regard to that Sale Agreement (and not the other Sale Agreements).

## ARTICLE II GUARANTY PROVISIONS

SECTION 2.1. Guaranty. The Guarantor hereby absolutely, unconditionally and irrevocably guarantees the full and punctual payment when due of all existing and future Obligations and indemnifies and holds harmless the Guaranteed Party for any and all costs and expenses (including reasonable attorneys’ fees and expenses) incurred by the Guaranteed Party in enforcing any rights under this Guaranty. This Guaranty constitutes a guaranty of payment when due and not of collection, and the Guarantor specifically agrees that it shall not be necessary or required that the Guaranteed Party exercise any right, assert any claim or demand or enforce any remedy whatsoever against the Master Servicer or any other Person before or as a condition to the obligations of the Guarantor hereunder.

SECTION 2.2. Reinstatement, etc. The Guarantor hereby agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Obligations is invalidated, declared to be fraudulent or preferential, set aside, rescinded or must otherwise be restored by the Guaranteed Party as though such payment had not been made.

SECTION 2.3. Guaranty Absolute, etc. This Guaranty shall in all respects be a continuing, absolute, unconditional and irrevocable guaranty of payment, and shall remain in full force and effect until the Obligations shall have been paid in full in cash and the Master Servicer shall have no further obligation under any Sale Agreement to indemnify, hold harmless or otherwise reimburse the Guaranteed Party. The Guarantor guarantees that the Obligations of the Master Servicer will be paid strictly in accordance with the terms of each Sale Agreement under which they arise. The liability of the Guarantor under this Guaranty shall be absolute, unconditional and irrevocable irrespective of:

- (a) any lack of validity, legality or enforceability of the Obligations;

- (b) whether or not the Settlement is ever finally approved or consummated;
- (c) the failure of the Guaranteed Party (i) to assert any claim or demand or to enforce any right or remedy against the Master Servicer or any other Person under the provisions of any Sale Agreement or otherwise, or (ii) to exercise any right or remedy against any other guarantor of, or collateral securing, any Obligations;
- (d) any amendment to, rescission, waiver or other modification of, or any consent to or departure from, any of the terms of any Sale Agreement; or
- (e) any other circumstance (other than payment of the Obligations in full in cash) which might otherwise constitute a legal or equitable discharge of any surety or any guarantor.

SECTION 2.4. Waiver, etc. The Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Guaranty and any requirement that the Guaranteed Party exhaust any right or take any action against the Master Servicer or any other Person (including any other guarantor) or entity or any collateral securing the Obligations, as the case may be.

SECTION 2.5. Postponement of Subrogation, etc. The Guarantor agrees that it will not exercise any rights which it may acquire by way of rights of subrogation until all of the Obligations shall have been paid in full in cash and the Master Servicer shall have no further obligation under any Sale Agreement to indemnify, hold harmless or otherwise reimburse the Guaranteed Party in respect of the Obligations. Any amount paid to the Guarantor on account of any such subrogation right in violation of the foregoing limitation shall be held in trust for the benefit of the Guaranteed Party and shall immediately be paid and turned-over to the Guaranteed Party in the exact form received by the Guarantor (duly endorsed in favor of the Guaranteed Party, if required) to be credited and applied against the Obligations.

SECTION 2.6. Payments. The Guarantor hereby agrees with the Guaranteed Party that all payments made by the Guarantor hereunder will be made in lawful currency of the United States to the Guaranteed Party, without set-off, counterclaim or other defense (other than that payment is not due) and without withholding or deduction for or on account of any present or future taxes, duties or other charges, unless the withholding or deduction of such taxes or duties is required by law.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

SECTION 3.1. Representations. The Guarantor hereby represents and warrants to the Guaranteed Party as set forth below.

- (a) The Guarantor is a corporation incorporated under the laws of the State of Delaware, duly organized or formed, validly existing and in good standing and is duly qualified to do business, and is in good standing in, every jurisdiction in which the nature

of its business requires it to be so qualified, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect. This Guaranty has been duly authorized, executed and delivered by the Guarantor;

(b) the execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary organizational action and do not contravene any provision of (i) the Guarantor's organizational documents, (ii) any law, rule or regulation, (iii) any contractual restriction binding on Guarantor or its property or (iv) any order, writ, judgment, award, injunction or decree binding on or affecting the Guarantor or its property, except in the case of the foregoing clauses (ii) through (iv), where such contravention would not reasonably be expected to have a Material Adverse Effect and would not reasonably be expected to impose any liability on the Guaranteed Party;

(c) all consents, licenses, clearances, authorizations and approvals of, and registrations and declarations with, any governmental authority or regulatory body necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, except where the failure to so obtain such consents, licenses, clearances, authorizations and approvals, registration or declarations or to satisfy the conditions thereof would not reasonably be expected to have a Material Adverse Effect, and no other action by, and, except as contemplated herein, no notice to or filing with any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this Guaranty; and

(d) this Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to general principles of equity and applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally.

#### ARTICLE IV MISCELLANEOUS PROVISIONS

SECTION 4.1. Binding on Successors, Transferees and Assigns; Assignment. This Guaranty shall be binding upon the Guarantor and its successors, transferees and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors, transferees and assigns.

SECTION 4.2. Amendments, etc. No amendment to or waiver of any provision of this Guaranty, nor consent to any departure by the Guarantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Guaranteed Party and the Guarantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 4.3. Notices. All notices and other communications provided for hereunder shall be in writing (including facsimile communication) and mailed, telecopied or delivered to the Guarantor, attention Edward P. O'Keefe, General Counsel, Bank of America Corporation, at

100 N. Tryon Street, Charlotte, North Carolina 28255-0001, or, if such notice or communication is to the Guaranteed Party, attention Jane Sherburne, General Counsel, The Bank of New York Mellon, at One Wall Street, New York, New York 10286. All such notices and other communications, when mailed and properly addressed with postage prepaid or if properly addressed and sent by pre-paid courier service, shall be deemed given when received; any such notice or communication, if transmitted by facsimile, shall be deemed given when the confirmation of transmission thereof is received by the transmitter.

SECTION 4.4. No Waiver; Remedies. In addition to, and not in limitation of, Section 2.3 and Section 2.4, no failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 4.5. Captions. Section captions used in this Guaranty are for convenience of reference only, and shall not affect the construction of this Guaranty.

SECTION 4.6. Severability. Wherever possible each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

SECTION 4.7. Governing Law, Entire Agreement, etc. **THIS GUARANTY SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). THIS GUARANTY CONSTITUTES THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.**

SECTION 4.8. Forum Selection and Consent to Jurisdiction. **ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS GUARANTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE GUARANTEED PARTY OR THE GUARANTOR SHALL BE BROUGHT AND MAINTAINED IN THE COURTS OF THE STATE OF NEW YORK, NEW YORK COUNTY OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK. EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN**

**OR WITHOUT THE STATE OF NEW YORK TO THE INDIVIDUAL DESIGNATED TO RECEIVE NOTICES UNDER SECTION 4.3. EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS GUARANTY.**


SECTION 4.9. Counterparts, etc. This Guaranty may be executed by the Parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. A copy of this Guaranty executed and delivered by facsimile or in electronic form, including as a PDF file, shall be effective as delivery of an originally executed counterpart of this Guaranty.

SECTION 4.10. Counsel Representation. **EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS BEEN REPRESENTED BY COMPETENT COUNSEL IN THE NEGOTIATION OF THIS GUARANTY, AND THAT ANY RULE OR CONSTRUCTION OF LAW ENABLING ANY PARTY TO ASSERT THAT ANY AMBIGUITIES OR INCONSISTENCIES IN THE DRAFTING OR PREPARATION OF THE TERMS OF THIS GUARANTY SHOULD DIMINISH ANY RIGHTS OR REMEDIES OF THE OTHER PARTY ARE HEREBY WAIVED.**

SECTION 4.11. Waiver of Jury Trial. **EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS GUARANTY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE OTHER PARTY. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION.**

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by the Guarantor to the Guaranteed Party as of the date first above written.

BANK OF AMERICA CORPORATION

By:   
Title: Legacy Asset Servicing  
Division President

ACCEPTED AND AGREED:

THE BANK OF NEW YORK MELLON

By: \_\_\_\_\_  
Title:



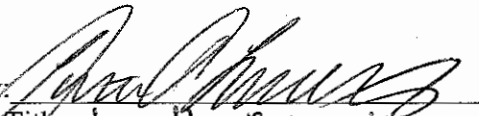
IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by the Guarantor to the Guaranteed Party as of the date first above written.

BANK OF AMERICA CORPORATION

By: \_\_\_\_\_  
Title:

ACCEPTED AND AGREED:

THE BANK OF NEW YORK MELLON

By:   
Title: Loretta A Lundberg  
Managing Director

## **Exhibit 1 to Guaranty**

# Exhibit 1

CWALT 2004-10CB	CWALT 2005-17	CWALT 2005-63	CWALT 2006-18CB
CWALT 2004-12CB	CWALT 2005-18CB	CWALT 2005-64CB	CWALT 2006-19CB
CWALT 2004-13CB	CWALT 2005-1CB	CWALT 2005-65CB	CWALT 2006-20CB
CWALT 2004-14T2	CWALT 2005-2	CWALT 2005-66	CWALT 2006-21CB
CWALT 2004-15	CWALT 2005-20CB	CWALT 2005-67CB	CWALT 2006-23CB
CWALT 2004-16CB	CWALT 2005-21CB	CWALT 2005-69	CWALT 2006-24CB
CWALT 2004-17CB	CWALT 2005-23CB	CWALT 2005-6CB	CWALT 2006-25CB
CWALT 2004-18CB	CWALT 2005-24	CWALT 2005-70CB	CWALT 2006-26CB
CWALT 2004-20T1	CWALT 2005-25T1	CWALT 2005-71	CWALT 2006-27CB
CWALT 2004-22CB	CWALT 2005-26CB	CWALT 2005-72	CWALT 2006-28CB
CWALT 2004-24CB	CWALT 2005-27	CWALT 2005-73CB	CWALT 2006-29T1
CWALT 2004-25CB	CWALT 2005-28CB	CWALT 2005-74T1	CWALT 2006-2CB
CWALT 2004-26T1	CWALT 2005-29CB	CWALT 2005-75CB	CWALT 2006-30T1
CWALT 2004-27CB	CWALT 2005-30CB	CWALT 2005-76	CWALT 2006-31CB
CWALT 2004-28CB	CWALT 2005-31	CWALT 2005-77T1	CWALT 2006-32CB
CWALT 2004-29CB	CWALT 2005-32T1	CWALT 2005-79CB	CWALT 2006-33CB
CWALT 2004-2CB	CWALT 2005-33CB	CWALT 2005-7CB	CWALT 2006-34
CWALT 2004-30CB	CWALT 2005-34CB	CWALT 2005-80CB	CWALT 2006-35CB
CWALT 2004-32CB	CWALT 2005-35CB	CWALT 2005-82	CWALT 2006-36T2
CWALT 2004-33	CWALT 2005-36	CWALT 2005-83CB	CWALT 2006-39CB
CWALT 2004-34T1	CWALT 2005-37T1	CWALT 2005-84	CWALT 2006-40T1
CWALT 2004-35T2	CWALT 2005-38	CWALT 2005-85CB	CWALT 2006-41CB
CWALT 2004-36CB	CWALT 2005-3CB	CWALT 2005-86CB	CWALT 2006-42
CWALT 2004-3T1	CWALT 2005-4	CWALT 2005-9CB	CWALT 2006-43CB
CWALT 2004-4CB	CWALT 2005-40CB	CWALT 2005-AR1	CWALT 2006-45T1
CWALT 2004-5CB	CWALT 2005-41	CWALT 2005-IM1	CWALT 2006-46
CWALT 2004-6CB	CWALT 2005-42CB	CWALT 2005-J10	CWALT 2006-4CB
CWALT 2004-7T1	CWALT 2005-43	CWALT 2005-J11	CWALT 2006-5T2
CWALT 2004-8CB	CWALT 2005-44	CWALT 2005-J12	CWALT 2006-6CB
CWALT 2004-9T1	CWALT 2005-45	CWALT 2005-J13	CWALT 2006-7CB
CWALT 2004-J10	CWALT 2005-46CB	CWALT 2005-J14	CWALT 2006-8T1
CWALT 2004-J11	CWALT 2005-47CB	CWALT 2005-J3	CWALT 2006-9T1
CWALT 2004-J12	CWALT 2005-48T1	CWALT 2005-J4	CWALT 2006-HY10
CWALT 2004-J13	CWALT 2005-49CB	CWALT 2005-J5	CWALT 2006-HY11
CWALT 2004-J2	CWALT 2005-50CB	CWALT 2005-J6	CWALT 2006-HY12
CWALT 2004-J3	CWALT 2005-51	CWALT 2005-J7	CWALT 2006-HY13
CWALT 2004-J5	CWALT 2005-53T2	CWALT 2005-J8	CWALT 2006-HY3
CWALT 2004-J6	CWALT 2005-54CB	CWALT 2005-J9	CWALT 2006-J1
CWALT 2004-J7	CWALT 2005-55CB	CWALT 2006-11CB	CWALT 2006-J2
CWALT 2004-J8	CWALT 2005-56	CWALT 2006-12CB	CWALT 2006-J3
CWALT 2004-J9	CWALT 2005-57CB	CWALT 2006-13T1	CWALT 2006-J4
CWALT 2005-10CB	CWALT 2005-58	CWALT 2006-14CB	CWALT 2006-J5
CWALT 2005-11CB	CWALT 2005-59	CWALT 2006-15CB	CWALT 2006-J6
CWALT 2005-14	CWALT 2005-60T1	CWALT 2006-16CB	CWALT 2006-J7
CWALT 2005-16	CWALT 2005-61	CWALT 2006-17T1	CWALT 2006-J8

CWALT 2006-OA1	CWALT 2007-5CB	CWHL 2004-18	CWHL 2005-26
CWALT 2006-OA10	CWALT 2007-6	CWHL 2004-19	CWHL 2005-27
CWALT 2006-OA11	CWALT 2007-7T2	CWHL 2004-2	CWHL 2005-28
CWALT 2006-OA12	CWALT 2007-8CB	CWHL 2004-20	CWHL 2005-29
CWALT 2006-OA14	CWALT 2007-9T1	CWHL 2004-21	CWHL 2005-3
CWALT 2006-OA16	CWALT 2007-AL1	CWHL 2004-22	CWHL 2005-30
CWALT 2006-OA17	CWALT 2007-HY2	CWHL 2004-23	CWHL 2005-31
CWALT 2006-OA18	CWALT 2007-HY3	CWHL 2004-24	CWHL 2005-7
CWALT 2006-OA2	CWALT 2007-HY4	CWHL 2004-25	CWHL 2005-9
CWALT 2006-OA21	CWALT 2007-HY6	CWHL 2004-29	CWHL 2005-HYB1
CWALT 2006-OA22	CWALT 2007-HY7C	CWHL 2004-3	CWHL 2005-HYB2
CWALT 2006-OA3	CWALT 2007-HY8C	CWHL 2004-5	CWHL 2005-HYB3
CWALT 2006-OA6	CWALT 2007-HY9	CWHL 2004-6	CWHL 2005-HYB4
CWALT 2006-OA7	CWALT 2007-J2	CWHL 2004-7	CWHL 2005-HYB5
CWALT 2006-OA8	CWALT 2007-OA11	CWHL 2004-HYB1	CWHL 2005-HYB6
CWALT 2006-OA9	CWALT 2007-OA2	CWHL 2004-HYB2	CWHL 2005-HYB7
CWALT 2006-OC1	CWALT 2007-OA3	CWHL 2004-HYB3	CWHL 2005-HYB8
CWALT 2006-OC10	CWALT 2007-OA4	CWHL 2004-HYB4	CWHL 2005-HYB10 <sup>1</sup>
CWALT 2006-OC11	CWALT 2007-OA6	CWHL 2004-HYB5	CWHL 2005-J1
CWALT 2006-OC2	CWALT 2007-OA7	CWHL 2004-HYB6	CWHL 2005-J2
CWALT 2006-OC3	CWALT 2007-OA8	CWHL 2004-HYB7	CWHL 2005-J3
CWALT 2006-OC4	CWALT 2007-OA9	CWHL 2004-HYB8	CWHL 2005-J4
CWALT 2006-OC5	CWALT 2007-OH1	CWHL 2004-HYB9	CWHL 2006-1
CWALT 2006-OC6	CWALT 2007-OH2	CWHL 2004-J2	CWHL 2006-10
CWALT 2006-OC7	CWALT 2007-OH3	CWHL 2004-J3	CWHL 2006-11
CWALT 2006-OC8	CWALT 2004-J4	CWHL 2004-J4	CWHL 2006-12
CWALT 2006-OC9	CWALT 2005-13CB	CWHL 2004-J5	CWHL 2006-13
CWALT 2007-10CB	CWALT 2005-19CB	CWHL 2004-J6	CWHL 2006-14
CWALT 2007-11T1	CWALT 2005-22T1	CWHL 2004-J7	CWHL 2006-15
CWALT 2007-12T1	CWALT 2005-52CB	CWHL 2004-J8	CWHL 2006-16
CWALT 2007-13	CWALT 2005-62	CWHL 2004-J9	CWHL 2006-17
CWALT 2007-14T2	CWALT 2005-81	CWHL 2005-1	CWHL 2006-18
CWALT 2007-16CB	CWALT 2005-J1	CWHL 2005-10	CWHL 2006-19
CWALT 2007-17CB	CWALT 2005-J2	CWHL 2005-11	CWHL 2006-20
CWALT 2007-18CB	CWALT 2006-OA19	CWHL 2005-12	CWHL 2006-21
CWALT 2007-19	CWALT 2007-15CB	CWHL 2005-13	CWHL 2006-3
CWALT 2007-1T1	CWALT 2007-J1	CWHL 2005-14	CWHL 2006-6
CWALT 2007-20	CWALT 2007-OA10	CWHL 2005-16	CWHL 2006-8
CWALT 2007-21CB	CWHEQ 2006-A	CWHL 2005-17	CWHL 2006-9
CWALT 2007-22	CWHEQ 2007-G	CWHL 2005-18	CWHL 2006-HYB1
CWALT 2007-23CB	CWHL 2004-11	CWHL 2005-2	CWHL 2006-HYB2
CWALT 2007-24	CWHL 2004-12	CWHL 2005-20	CWHL 2006-HYB3
CWALT 2007-25	CWHL 2004-13	CWHL 2005-21	CWHL 2006-HYB4
CWALT 2007-2CB	CWHL 2004-14	CWHL 2005-22	CWHL 2006-HYB5
CWALT 2007-3T1	CWHL 2004-15	CWHL 2005-23	
CWALT 2007-4CB	CWHL 2004-16	CWHL 2005-25	

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<sup>1</sup> Appears on Bloomberg  
as CWHL 2005-HY10

CWHL 2006-J1	CWHL 2005-5	CWL 2005-SD3	CWL 2007-SD1
CWHL 2006-J2	CWHL 2005-6	CWL 2006-1	CWL 2007-SEA1
CWHL 2006-J3	CWL 2004-1	CWL 2006-10	CWL 2007-SEA2
CWHL 2006-J4	CWL 2004-11	CWL 2006-12	CWL 2004-10
CWHL 2006-OA4	CWL 2004-14	CWL 2006-14	CWL 2004-12
CWHL 2006-OA5	CWL 2004-2	CWL 2006-16	CWL 2004-13
CWHL 2006-TM1	CWL 2004-3	CWL 2006-17	CWL 2004-15
CWHL 2007-1	CWL 2004-4	CWL 2006-18	CWL 2004-8
CWHL 2007-10	CWL 2004-5	CWL 2006-19	CWL 2004-9
CWHL 2007-11	CWL 2004-6	CWL 2006-2	CWL 2004-AB1
CWHL 2007-12	CWL 2004-7	CWL 2006-20	CWL 2005-1
CWHL 2007-13	CWL 2004-AB2	CWL 2006-24	CWL 2005-11
CWHL 2007-14	CWL 2004-BC2	CWL 2006-25	CWL 2005-12
CWHL 2007-15	CWL 2004-BC3	CWL 2006-3	CWL 2005-13
CWHL 2007-16	CWL 2004-BC4	CWL 2006-4	CWL 2005-14
CWHL 2007-17	CWL 2004-BC5	CWL 2006-5	CWL 2005-15
CWHL 2007-18	CWL 2004-ECC1	CWL 2006-6	CWL 2005-16
CWHL 2007-19	CWL 2004-ECC2	CWL 2006-7	CWL 2005-17
CWHL 2007-2	CWL 2004-S1	CWL 2006-8	CWL 2005-3
CWHL 2007-20	CWL 2004-SD2	CWL 2006-9	CWL 2005-4
CWHL 2007-21	CWL 2004-SD3	CWL 2006-ABC1	CWL 2005-7
CWHL 2007-3	CWL 2004-SD4	CWL 2006-BC1	CWL 2006-11
CWHL 2007-4	CWL 2005-10	CWL 2006-BC2	CWL 2006-13
CWHL 2007-5	CWL 2005-2	CWL 2006-BC3	CWL 2006-15
CWHL 2007-6	CWL 2005-5	CWL 2006-BC4	CWL 2006-21
CWHL 2007-7	CWL 2005-6	CWL 2006-BC5	CWL 2006-22
CWHL 2007-8	CWL 2005-8	CWL 2006-IM1	CWL 2006-23
CWHL 2007-9	CWL 2005-9	CWL 2006-QH1	CWL 2006-26
CWHL 2007-HY1	CWL 2005-AB1	CWL 2006-SD1	CWL 2007-1
CWHL 2007-HY3	CWL 2005-AB2	CWL 2006-SD2	CWL 2007-13
CWHL 2007-HY4	CWL 2005-AB3	CWL 2006-SD3	CWL 2007-2
CWHL 2007-HY5	CWL 2005-AB4	CWL 2006-SD4	CWL 2007-4
CWHL 2007-HY6	CWL 2005-AB5	CWL 2006-SPS1	
CWHL 2007-HY7	CWL 2005-BC1	CWL 2006-SPS2	
CWHL 2007-HYB1	CWL 2005-BC2	CWL 2007-10	
CWHL 2007-HYB2	CWL 2005-BC3	CWL 2007-11	
CWHL 2007-J1	CWL 2005-BC4	CWL 2007-12	
CWHL 2007-J2	CWL 2005-BC5	CWL 2007-3	
CWHL 2007-J3	CWL 2005-HYB9 <sup>2</sup>	CWL 2007-5	
CWHL 2008-1	CWL 2005-IM1	CWL 2007-6	
CWHL 2004-10	CWL 2005-IM2	CWL 2007-7	
CWHL 2004-4	CWL 2005-IM3	CWL 2007-8	
CWHL 2004-8	CWL 2005-SD1	CWL 2007-9	
CWHL 2004-9	CWL 2005-SD2	CWL 2007-BC1	
CWHL 2005-15		CWL 2007-BC2	
CWHL 2005-24		CWL 2007-BC3	

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<sup>2</sup> Appears on Bloomberg  
as CWHL 2005-HYB9

## **Exhibit D**

### **Grounds for Trustee's Objection to Selected Subservicers**

- Is not approved as a servicer by one or more of FNMA, FHLMC, or GNMA (for the avoidance of doubt, there can be no objection on this ground if a subservicer is approved as a servicer by any one of FNMA, FHLMC, or GNMA);
- Does not have appropriate and adequate core infrastructure (staff, facilities and technology) to accommodate incremental volume;
- Does not have a demonstrated ability to scale out effectively loan volumes in the magnitude of loans transfer being contemplated;
- Does not have a credible plan to support loan volume additions for the relevant product types;
- Is currently experiencing or has recently experienced excessive staff turnover;
- At least 90% of call center staff must be primarily resident in the United States and all call center staff must have experience relating to servicing in various geographic regions of the country;
- Inadequate levels of workload ratios per staff member;
- Excessive or unusual outstanding customer disputes and complaints;
- Internal and external audit / regulatory report ratings, underlying issues identified and corrective actions taken to correct any deficiencies noted;
- Cannot have weighted average age of REO inventory for its non-Agency RMBS portfolio greater than 270 days;
- Whether the selected subservicer is an affiliate of an operational Subservicer and whether transfer to the selected subservicer would violate the requirement that only one Bank of America entity or affiliate serve as a subservicer; and
- Valid licensing exists for all states relevant to the servicing of the particular pool for which servicing will be transferred.

## Exhibit E

### Representative Subservicer Compensation

#### Boarding Fees:

Manual Boarding: \$25 per Mortgage Loan

Electronic Boarding: \$15 per Mortgage Loan

#### De-Boarding Fee:

\$15 per Mortgage Loan (fee will be increased to \$50 if Mortgage Loan is transferred within 6 months of boarding)

#### Base Fee:

For each Mortgage Loan, a monthly fee pursuant to the chart below

<u>End of Month Status Volume:</u>	<u>Less than 1,000</u>	<u>1,000+</u>
0-29 Days Past Due	\$30	\$25
30-89 Days Past Due	\$60	\$55
90+ Days Past Due	\$125	\$100
Foreclosure	\$125	\$100
Bankruptcy	\$100	\$90
REO Property	\$75	\$65

### Incentive Fees

<u>Incentive Fee Type</u>	<u>Incentive Amount</u>
No contact incentive <sup>1</sup>	\$100
Paid in Full	1.50% of UPB – Minimum: \$500; Maximum: \$5,000
(previously 60+ days past due)	
Short Payoff	1.25% of UPB – Minimum: \$500; Maximum: \$5,000
(Refinance or Note Sale)	
Modifications <sup>2</sup>	1.50% of UPB
Payment Plan or other workouts	0.75% of UPB
Short Sale <sup>3</sup>	1.50% of Sales Price – Minimum: \$500; Maximum: \$5,000
Deed in Lieu	0.5% of UPB – Minimum: \$500; Maximum: \$3,000
REO Disposition <sup>4</sup>	1.00% of Sales Price – Minimum: \$750; Maximum: \$5,000

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<sup>1</sup> To earn the no contact incentive fee, the Subservicer must take a no contact account and establish productive contact with the borrower (even if that productive contact does not result in a workout).

<sup>2</sup> In order for the Subservicer to earn the modification incentive fee, the borrower must remain current for 12 months post-modification.

<sup>3</sup> The short sale incentive fee will be reduced if the Subservicer is able to collect a referral or transaction management fee from the listing broker.

<sup>4</sup> The REO incentive fee will be targeted at 1% of REO sale price, but will vary based on time to liquidation and the percent of market value received. Additionally, this fee will be reduced if the Subservicer is able to collect a referral or transaction management fee from the listing broker.

## **Exhibit F**

### **Fee Schedule for Institutional Investors' Counsel**

1. On a current, monthly basis following the Signing Date, Bank of America shall pay the reasonable out-of-pocket costs incurred after the Signing Date by Gibbs & Bruns LLP, as the Institutional Investors' counsel, in fulfilling the Institutional Investors' obligations in connection with the Institutional Investor Agreement, including without limitation any reasonable fees and out-of-pocket costs incurred by the Institutional Investors' local counsel retained in connection with the Intervention contemplated by the Institutional Investor Agreement.
2. Within thirty (30) days of the Approval Date, Bank of America shall pay the total sum of eighty-five million dollars (\$85,000,000.00) to Gibbs & Bruns LLP as attorneys' fees (and for pre-Signing Date out-of-pocket costs) for the Institutional Investors' counsel; provided that if any Covered Trusts become Excluded Covered Trusts, such fees will be reduced by a percentage amount equal to the percentage of the unpaid principal balance (as of the last Trustee report before the Approval Date) of all 530 Covered Trusts contained in such Excluded Covered Trusts. For purposes of calculating the percentage of unpaid principal balance for any Excluded Covered Trusts in connection with this paragraph, the unpaid principal balance of any Covered Trust that became an Excluded Covered Trust at the election of Bank of America or Countrywide pursuant to Paragraph 3(d)(iv) of the Settlement Agreement shall be excluded. This payment of attorneys' fees shall not be deducted or credited in any way against, and is over and above, the Settlement Payment.



**NERA**  
ECONOMIC CONSULTING

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www.nera.com

January 11, 2016

The Bank of New York Mellon  
101 Barclay Street  
New York, NY 10286

**Subject: Allocation of Settlement Payment to Covered Loan Groups pursuant to Settlement Agreement dated June 28, 2011**

Dear Ladies and Gentlemen,

Pursuant to sub-paragraph 3(c) of the Settlement Agreement by and among 1) The Bank of New York Mellon; and 2) Bank of America Corporation, BAC Home Loans Servicing, LP, Countrywide Financial Corporation and Countrywide Home Loans, Inc. dated June 28, 2011, please find NERA's calculations for the allocation of the Settlement Payment among the Covered Trusts (or Loan Group therein, as applicable).

NERA conducted this analysis based on its proposed method for computing actual and expected future losses as outlined in Exhibit E to the Verified Petition in this matter, submitted June 29, 2011.

Sincerely,



Faten Sabry, Ph.D.,  
Senior Vice President

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
1.	CWL 2004-1	Group 1	0.00000000%	0.09546047%	0.09546047%	\$ 0	\$ 8,114,140	\$ 8,114,140
		Group 2	0.00000000	0.03191573	0.03191573	0	2,712,837	2,712,837
		Group 3	0.00000000	0.03167315	0.03167315	0	2,692,218	2,692,218
2.	CWL 2004-10	Group 1	0.00000000	0.05868133	0.05868133	0	4,987,913	4,987,913
		Group 2	0.00000000	0.17257212	0.17257212	0	14,668,630	14,668,630
		Group 3	0.00000000	0.07808579	0.07808579	0	6,637,292	6,637,292
3.	CWL 2004-11	Total	0.00000000	0.09136544	0.09136544	0	7,766,062	7,766,062
4.	CWL 2004-12	Group 1	0.00000000	0.04287475	0.04287475	0	3,644,353	3,644,353
		Group 2	0.00000000	0.16137707	0.16137707	0	13,717,051	13,717,051
		Group 3	0.00000000	0.09000273	0.09000273	0	7,650,232	7,650,232
5.	CWL 2004-13	Group 1	0.00000000	0.05855458	0.05855458	0	4,977,139	4,977,139
		Group 2	0.00000000	0.19697570	0.19697570	0	16,742,934	16,742,934
6.	CWL 2004-14	Total	0.00000000	0.08031710	0.08031710	0	6,826,954	6,826,954
7.	CWL 2004-15	Group 1	0.00000000	0.04133781	0.04133781	0	3,513,714	3,513,714
		Group 2	0.00000000	0.11369116	0.11369116	0	9,663,749	9,663,749
		Group 3	0.00000000	0.07921556	0.07921556	0	6,733,323	6,733,323
8.	CWL 2004-2	Group 1	0.00000000	0.08483879	0.08483879	0	7,211,297	7,211,297
		Group 2	0.00000000	0.02875953	0.02875953	0	2,444,560	2,444,560
		Group 3	0.00000000	0.04740170	0.04740170	0	4,029,145	4,029,145
9.	CWL 2004-3	Group 1	0.00000000	0.05400626	0.05400626	0	4,590,532	4,590,532
		Group 2	0.00000000	0.03024976	0.03024976	0	2,571,230	2,571,230
		Group 3	0.00000000	0.03994508	0.03994508	0	3,395,332	3,395,332
10.	CWL 2004-4	Group 1	0.00000000	0.05889752	0.05889752	0	5,006,289	5,006,289
		Group 2	0.00000000	0.02657823	0.02657823	0	2,259,150	2,259,150
		Group 3	0.00000000	0.02598102	0.02598102	0	2,208,386	2,208,386
11.	CWL 2004-5	Group 1	0.00000000	0.10556384	0.10556384	0	8,972,927	8,972,927
		Group 2	0.00000000	0.09257099	0.09257099	0	7,868,534	7,868,534
		Group 3	0.00000000	0.04244080	0.04244080	0	3,607,468	3,607,468
		Group 4	0.00000000	0.03955892	0.03955892	0	3,362,508	3,362,508
12.	CWL 2004-6	Group 1	0.00000000	0.18904746	0.18904746	0	16,069,034	16,069,034
		Group 2	0.00000000	0.14556724	0.14556724	0	12,373,216	12,373,216
13.	CWL 2004-7	Group 1	0.00000000	0.04303689	0.04303689	0	3,658,136	3,658,136
		Group 2	0.00000000	0.08755309	0.08755309	0	7,442,012	7,442,012
		Group 3	0.00000000	0.10533297	0.10533297	0	8,953,302	8,953,302

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
14.	CWL 2004-8	Group 1	0.00000000	0.03237167	0.03237167	0	2,751,592	2,751,592
		Group 2	0.00000000	0.03206214	0.03206214	0	2,725,282	2,725,282
15.	CWL 2004-9	Group 1	0.00000000	0.02506584	0.02506584	0	2,130,596	2,130,596
		Group 2	0.00000000	0.06390560	0.06390560	0	5,431,976	5,431,976
		Group 3	0.00000000	0.03724429	0.03724429	0	3,165,765	3,165,765
16.	CWL 2004-AB1	Group 1	0.00000000	0.07628803	0.07628803	0	6,484,483	6,484,483
		Group 2	0.00000000	0.05605394	0.05605394	0	4,764,585	4,764,585
17.	CWL 2004-AB2	Total	0.00000000	0.16736600	0.16736600	0	14,226,110	14,226,110
18.	CWL 2004-BC2	Total	0.00000000	0.01082455	0.01082455	0	920,086	920,086
19.	CWL 2004-BC3	Group 1	0.00000000	0.01811776	0.01811776	0	1,540,009	1,540,009
		Group 2	0.00000000	0.00172224	0.00172224	0	146,391	146,391
20.	CWL 2004-BC4	Group 1	0.00000000	0.04755523	0.04755523	0	4,042,194	4,042,194
		Group 2	0.00000000	0.01069481	0.01069481	0	909,059	909,059
21.	CWL 2004-BC5	Total	0.00000000	0.06466725	0.06466725	0	5,496,716	5,496,716
22.	CWL 2004-ECC1	Group 1	0.00000000	0.02072196	0.02072196	0	1,761,367	1,761,367
		Group 2	0.00000000	0.00307984	0.00307984	0	261,786	261,786
23.	CWL 2004-ECC2	Group 1	0.00000000	0.02117421	0.02117421	0	1,799,808	1,799,808
		Group 2	0.00000000	0.00207243	0.00207243	0	176,157	176,157
24.	CWL 2004-SD2	Total	0.00000000	0.02413088	0.02413088	0	2,051,125	2,051,125
25.	CWL 2004-SD3	Total	0.00000000	0.01380473	0.01380473	0	1,173,402	1,173,402
26.	CWL 2004-SD4	Total	0.00000000	0.01919357	0.01919357	0	1,631,453	1,631,453
27.	CWL 2005-1	Group 1	0.00000000	0.08218024	0.08218024	0	6,985,321	6,985,321
		Group 2	0.00000000	0.16896362	0.16896362	0	14,361,908	14,361,908
		Group 3	0.00000000	0.15517171	0.15517171	0	13,189,596	13,189,596
		Group 4	0.00000000	0.10992735	0.10992735	0	9,343,825	9,343,825
28.	CWL 2005-10	Group 1	0.00000000	0.06100970	0.06100970	0	5,185,825	5,185,825
		Group 2	0.00000000	0.11325653	0.11325653	0	9,626,805	9,626,805
		Group 3	0.00000000	0.03951965	0.03951965	0	3,359,170	3,359,170
29.	CWL 2005-11	Group 1	0.00000000	0.19891704	0.19891704	0	16,907,948	16,907,948
		Group 2	0.00000000	0.23443677	0.23443677	0	19,927,125	19,927,125
		Group 3	0.00000000	0.14890219	0.14890219	0	12,656,686	12,656,686
30.	CWL 2005-12	Group 1	0.00000000	0.03943886	0.03943886	0	3,352,303	3,352,303
		Group 2	0.00000000	0.15057148	0.15057148	0	12,798,576	12,798,576
		Group 3	0.00000000	0.06366696	0.06366696	0	5,411,692	5,411,692

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
		Group 4	0.00000000	0.02381019	0.02381019	0	2,023,866	2,023,866
31.	CWL 2005-13	Group 1	0.00000000	0.08797760	0.08797760	0	7,478,096	7,478,096
		Group 2	0.00000000	0.28172231	0.28172231	0	23,946,397	23,946,397
		Group 3	0.00000000	0.30732640	0.30732640	0	26,122,744	26,122,744
32.	CWL 2005-14	Group 1	0.00000000	0.17812226	0.17812226	0	15,140,392	15,140,392
		Group 2	0.00000000	0.17694241	0.17694241	0	15,040,105	15,040,105
		Group 3	0.00000000	0.33784236	0.33784236	0	28,716,600	28,716,600
33.	CWL 2005-15	Group 1	0.00000000	0.05505597	0.05505597	0	4,679,758	4,679,758
		Group 2	0.00000000	0.06253276	0.06253276	0	5,315,284	5,315,284
34.	CWL 2005-16	Group 1	0.00000000	0.09442263	0.09442263	0	8,025,924	8,025,924
		Group 2	0.00000000	0.17815487	0.17815487	0	15,143,164	15,143,164
		Group 3	0.00000000	0.21058218	0.21058218	0	17,899,485	17,899,485
		Group 4	0.00000000	0.22110100	0.22110100	0	18,793,585	18,793,585
35.	CWL 2005-17	Group 1	0.00000000	0.27319003	0.27319003	0	23,221,153	23,221,153
		Group 2	0.00000000	0.06854401	0.06854401	0	5,826,241	5,826,241
		Group 3	0.00000000	0.20388437	0.20388437	0	17,330,172	17,330,172
		Group 4	0.00000000	0.35590808	0.35590808	0	30,252,187	30,252,187
36.	CWL 2005-2	Group 1	0.00000000	0.08485800	0.08485800	0	7,212,930	7,212,930
		Group 2	0.00000000	0.09579349	0.09579349	0	8,142,447	8,142,447
37.	CWL 2005-3	Group 1	0.00000000	0.10582874	0.10582874	0	8,995,443	8,995,443
		Group 2	0.00000000	0.16459540	0.16459540	0	13,990,609	13,990,609
		Group 3	0.00000000	0.18094077	0.18094077	0	15,379,965	15,379,965
38.	CWL 2005-4	Group 1	0.00000000	0.11844401	0.11844401	0	10,067,741	10,067,741
		Group 2	0.00000000	0.31335737	0.31335737	0	26,635,376	26,635,376
		Group 3	0.00000000	0.20241682	0.20241682	0	17,205,430	17,205,430
39.	CWL 2005-5	Group 1	0.00000000	0.07984546	0.07984546	0	6,786,864	6,786,864
		Group 2	0.00000000	0.05891841	0.05891841	0	5,008,065	5,008,065
40.	CWL 2005-6	Group 1	0.00000000	0.19162139	0.19162139	0	16,287,818	16,287,818
		Group 2	0.00000000	0.22329375	0.22329375	0	18,979,969	18,979,969
41.	CWL 2005-7	Group 1	0.00000000	0.15963406	0.15963406	0	13,568,895	13,568,895
		Group 2	0.00000000	0.22233535	0.22233535	0	18,898,505	18,898,505
		Group 3	0.00000000	0.14918879	0.14918879	0	12,681,047	12,681,047
42.	CWL 2005-8	Group 1	0.00000000	0.08622406	0.08622406	0	7,329,045	7,329,045
		Group 2	0.00000000	0.08437969	0.08437969	0	7,172,274	7,172,274

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
43.	CWL 2005-9	Group 1	0.00000000	0.18380811	0.18380811	0	15,623,689	15,623,689
		Group 2	0.00000000	0.16396471	0.16396471	0	13,937,000	13,937,000
44.	CWL 2005-AB1	Total	0.00000000	0.22049199	0.22049199	0	18,741,819	18,741,819
45.	CWL 2005-AB2	Group 1	0.00000000	0.12123591	0.12123591	0	10,305,052	10,305,052
		Group 2	0.00000000	0.11393501	0.11393501	0	9,684,476	9,684,476
46.	CWL 2005-AB3	Group 1	0.00000000	0.12053440	0.12053440	0	10,245,424	10,245,424
		Group 2	0.00000000	0.07872141	0.07872141	0	6,691,320	6,691,320
47.	CWL 2005-AB4	Group 1	0.00000000	0.20648421	0.20648421	0	17,551,158	17,551,158
		Group 2	0.00000000	0.36527380	0.36527380	0	31,048,273	31,048,273
48.	CWL 2005-AB5	Group 1	0.00000000	0.12196432	0.12196432	0	10,366,967	10,366,967
		Group 2	0.00000000	0.18672305	0.18672305	0	15,871,459	15,871,459
49.	CWL 2005-BC1	Group 1	0.00000000	0.03545369	0.03545369	0	3,013,564	3,013,564
		Group 2	0.00000000	0.01066305	0.01066305	0	906,359	906,359
50.	CWL 2005-BC2	Group 1	0.00000000	0.04216103	0.04216103	0	3,583,687	3,583,687
		Group 2	0.00000000	0.03151869	0.03151869	0	2,679,089	2,679,089
51.	CWL 2005-BC3	Group 1	0.00000000	0.07746369	0.07746369	0	6,584,413	6,584,413
		Group 2	0.00000000	0.03124755	0.03124755	0	2,656,042	2,656,042
52.	CWL 2005-BC4	Group 1	0.00000000	0.08460034	0.08460034	0	7,191,029	7,191,029
		Group 2	0.00000000	0.03821206	0.03821206	0	3,248,025	3,248,025
53.	CWL 2005-BC5	Group 1	0.00000000	0.08101943	0.08101943	0	6,886,652	6,886,652
		Group 2	0.00000000	0.09764520	0.09764520	0	8,299,842	8,299,842
		Group 3	0.00000000	0.05932885	0.05932885	0	5,042,953	5,042,953
54.	CWL 2005-IM1	Total	0.00000000	0.15422483	0.15422483	0	13,109,110	13,109,110
55.	CWL 2005-IM2	Total	0.00000000	0.15812532	0.15812532	0	13,440,653	13,440,653
56.	CWL 2005-IM3	Total	0.00000000	0.37140667	0.37140667	0	31,569,567	31,569,567
57.	CWL 2005-SD1	Total	0.00000000	0.02598160	0.02598160	0	2,208,436	2,208,436
58.	CWL 2005-SD2	Total	0.00000000	0.02539726	0.02539726	0	2,158,767	2,158,767
59.	CWL 2005-SD3	Total	0.00000000	0.04052737	0.04052737	0	3,444,826	3,444,826
60.	CWL 2006-1	Group 1	0.00000000	0.12956398	0.12956398	0	11,012,938	11,012,938
		Group 2	0.00000000	0.14071577	0.14071577	0	11,960,841	11,960,841
61.	CWL 2006-10	Group 1	0.00000000	0.06784264	0.06784264	0	5,766,625	5,766,625
		Group 2	0.00000000	0.07458560	0.07458560	0	6,339,776	6,339,776
		Group 3	0.00000000	0.14599910	0.14599910	0	12,409,924	12,409,924
62.	CWL 2006-11	Group 1	0.00000000	0.28147873	0.28147873	0	23,925,692	23,925,692

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
		Group 2	0.00000000	0.27208273	0.27208273	0	23,127,032	23,127,032
		Group 3	0.00000000	0.34966504	0.34966504	0	29,721,528	29,721,528
63.	CWL 2006-12	Group 1	0.00000000	0.34958128	0.34958128	0	29,714,408	29,714,408
		Group 2	0.00000000	0.38032115	0.38032115	0	32,327,298	32,327,298
64.	CWL 2006-13	Group 1	0.00000000	0.15283915	0.15283915	0	12,991,328	12,991,328
		Group 2	0.00000000	0.25304764	0.25304764	0	21,509,050	21,509,050
		Group 3	0.00000000	0.36419691	0.36419691	0	30,956,738	30,956,738
65.	CWL 2006-14	Group 1	0.00000000	0.29051536	0.29051536	0	24,693,806	24,693,806
		Group 2	0.00000000	0.53009461	0.53009461	0	45,058,042	45,058,042
66.	CWL 2006-15	Total	0.00000000	0.38909809	0.38909809	0	33,073,338	33,073,338
67.	CWL 2006-16	Group 1	0.00000000	0.09611146	0.09611146	0	8,169,474	8,169,474
		Group 2	0.00000000	0.16784021	0.16784021	0	14,266,418	14,266,418
68.	CWL 2006-17	Group 1	0.00000000	0.13870711	0.13870711	0	11,790,104	11,790,104
		Group 2	0.00000000	0.43858043	0.43858043	0	37,279,337	37,279,337
69.	CWL 2006-18	Group 1	0.00000000	0.32328774	0.32328774	0	27,479,458	27,479,458
		Group 2	0.00000000	0.65520941	0.65520941	0	55,692,799	55,692,799
70.	CWL 2006-19	Group 1	0.00000000	0.20763379	0.20763379	0	17,648,872	17,648,872
		Group 2	0.00000000	0.36306044	0.36306044	0	30,860,137	30,860,137
71.	CWL 2006-2	Group 1	0.00000000	0.12059362	0.12059362	0	10,250,458	10,250,458
		Group 2	0.00000000	0.20705216	0.20705216	0	17,599,433	17,599,433
72.	CWL 2006-20	Group 1	0.00000000	0.17362507	0.17362507	0	14,758,131	14,758,131
		Group 2	0.00000000	0.37955320	0.37955320	0	32,262,022	32,262,022
73.	CWL 2006-21	Group 1	0.00000000	0.21643390	0.21643390	0	18,396,882	18,396,882
		Group 2	0.00000000	0.41555774	0.41555774	0	35,322,408	35,322,408
74.	CWL 2006-22	Group 1	0.00000000	0.41421299	0.41421299	0	35,208,104	35,208,104
		Group 2	0.00000000	0.52827316	0.52827316	0	44,903,218	44,903,218
75.	CWL 2006-23	Group 1	0.00000000	0.31134592	0.31134592	0	26,464,403	26,464,403
		Group 2	0.00000000	0.61822042	0.61822042	0	52,548,736	52,548,736
76.	CWL 2006-24	Group 1	0.00000000	0.31063050	0.31063050	0	26,403,592	26,403,592
		Group 2	0.00000000	0.50603181	0.50603181	0	43,012,704	43,012,704
77.	CWL 2006-25	Group 1	0.00000000	0.34697882	0.34697882	0	29,493,200	29,493,200
		Group 2	0.00000000	0.57142622	0.57142622	0	48,571,229	48,571,229
78.	CWL 2006-26	Group 1	0.00000000	0.31648421	0.31648421	0	26,901,158	26,901,158
		Group 2	0.00000000	0.37757112	0.37757112	0	32,093,545	32,093,545

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
79.	CWL 2006-3	Group 1	0.00000000	0.22111289	0.22111289	0	18,794,596	18,794,596
		Group 2	0.00000000	0.29670515	0.29670515	0	25,219,938	25,219,938
		Group 3	0.00000000	0.04064499	0.04064499	0	3,454,824	3,454,824
80.	CWL 2006-4	Group 1	0.00000000	0.07476453	0.07476453	0	6,354,985	6,354,985
		Group 2	0.00000000	0.19349096	0.19349096	0	16,446,732	16,446,732
81.	CWL 2006-5	Group 1	0.00000000	0.12475054	0.12475054	0	10,603,796	10,603,796
		Group 2	0.00000000	0.19399354	0.19399354	0	16,489,451	16,489,451
82.	CWL 2006-6	Group 1	0.00000000	0.28433441	0.28433441	0	24,168,425	24,168,425
		Group 2	0.00000000	0.47365054	0.47365054	0	40,260,296	40,260,296
83.	CWL 2006-7	Group 1	0.00000000	0.20547743	0.20547743	0	17,465,581	17,465,581
		Group 2	0.00000000	0.36334727	0.36334727	0	30,884,518	30,884,518
84.	CWL 2006-8	Group 1	0.00000000	0.17916482	0.17916482	0	15,229,010	15,229,010
		Group 2	0.00000000	0.87518888	0.87518888	0	74,391,055	74,391,055
85.	CWL 2006-9	Group 1	0.00000000	0.07119720	0.07119720	0	6,051,762	6,051,762
		Group 2	0.00000000	0.06679361	0.06679361	0	5,677,457	5,677,457
		Group 3	0.00000000	0.14293474	0.14293474	0	12,149,453	12,149,453
86.	CWL 2006-ABC1	Total	0.00000000	0.19883822	0.19883822	0	16,901,249	16,901,249
87.	CWL 2006-BC1	Group 1	0.00000000	0.05226701	0.05226701	0	4,442,696	4,442,696
		Group 2	0.00000000	0.12224598	0.12224598	0	10,390,908	10,390,908
88.	CWL 2006-BC2	Group 1	0.00000000	0.11075857	0.11075857	0	9,414,478	9,414,478
		Group 2	0.00000000	0.13945213	0.13945213	0	11,853,431	11,853,431
89.	CWL 2006-BC3	Group 1	0.00000000	0.08684942	0.08684942	0	7,382,201	7,382,201
		Group 2	0.00000000	0.18774836	0.18774836	0	15,958,611	15,958,611
90.	CWL 2006-BC4	Group 1	0.00000000	0.10882410	0.10882410	0	9,250,048	9,250,048
		Group 2	0.00000000	0.17097801	0.17097801	0	14,533,131	14,533,131
91.	CWL 2006-BC5	Group 1	0.00000000	0.19307903	0.19307903	0	16,411,717	16,411,717
		Group 2	0.00000000	0.25112782	0.25112782	0	21,345,865	21,345,865
92.	CWL 2006-IM1	Total	0.00000000	0.23843091	0.23843091	0	20,266,627	20,266,627
93.	CWL 2006-QH1	Total	0.00000000	0.04854629	0.04854629	0	4,126,435	4,126,435
94.	CWL 2006-SD1	Total	0.00000000	0.07543406	0.07543406	0	6,411,895	6,411,895
95.	CWL 2006-SD2	Group 1	0.00000000	0.10270183	0.10270183	0	8,729,656	8,729,656
		Group 2	0.00000000	0.03263338	0.03263338	0	2,773,837	2,773,837
96.	CWL 2006-SD3	Total	0.00000000	0.10481358	0.10481358	0	8,909,154	8,909,154
97.	CWL 2006-SD4	Total	0.00000000	0.15509721	0.15509721	0	13,183,263	13,183,263

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only Certificates	All Other Certificates	All Certificates	Principal Only Certificates	All Other Certificates	All Certificates
			(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
98.	CWL 2006-SPS1	Total	0.00000000	0.22986505	0.22986505	0	19,538,529	19,538,529
99.	CWL 2006-SPS2	Total	0.00000000	0.42342984	0.42342984	0	35,991,536	35,991,536
100.	CWL 2007-1	Group 1	0.00000000	0.40177692	0.40177692	0	34,151,039	34,151,039
		Group 2	0.00000000	0.85959627	0.85959627	0	73,065,683	73,065,683
101.	CWL 2007-10	Group 1	0.00000000	0.21151398	0.21151398	0	17,978,688	17,978,688
		Group 2	0.00000000	0.34972416	0.34972416	0	29,726,554	29,726,554
102.	CWL 2007-11	Group 1	0.00000000	0.14902019	0.14902019	0	12,666,716	12,666,716
		Group 2	0.00000000	0.29511146	0.29511146	0	25,084,474	25,084,474
103.	CWL 2007-12	Group 1	0.00000000	0.40527068	0.40527068	0	34,448,007	34,448,007
		Group 2	0.00000000	0.45182479	0.45182479	0	38,405,107	38,405,107
104.	CWL 2007-13	Group 1	0.00000000	0.15573201	0.15573201	0	13,237,221	13,237,221
		Group 2	0.00000000	0.29420205	0.29420205	0	25,007,175	25,007,175
105.	CWL 2007-2	Group 1	0.00000000	0.38090694	0.38090694	0	32,377,090	32,377,090
		Group 2	0.00000000	0.56806225	0.56806225	0	48,285,291	48,285,291
106.	CWL 2007-3	Group 1	0.00000000	0.18649855	0.18649855	0	15,852,377	15,852,377
		Group 2	0.00000000	0.32412548	0.32412548	0	27,550,666	27,550,666
107.	CWL 2007-4	Total	0.00000000	0.46436756	0.46436756	0	39,471,242	39,471,242
108.	CWL 2007-5	Group 1	0.00000000	0.32225599	0.32225599	0	27,391,759	27,391,759
		Group 2	0.00000000	0.47697923	0.47697923	0	40,543,234	40,543,234
109.	CWL 2007-6	Group 1	0.00000000	0.20428024	0.20428024	0	17,363,821	17,363,821
		Group 2	0.00000000	0.42722235	0.42722235	0	36,313,900	36,313,900
110.	CWL 2007-7	Group 1	0.00000000	0.18548084	0.18548084	0	15,765,872	15,765,872
		Group 2	0.00000000	0.43843726	0.43843726	0	37,267,167	37,267,167
111.	CWL 2007-8	Group 1	0.00000000	0.31818841	0.31818841	0	27,046,015	27,046,015
		Group 2	0.00000000	0.41856749	0.41856749	0	35,578,237	35,578,237
112.	CWL 2007-9	Group 1	0.00000000	0.32340748	0.32340748	0	27,489,636	27,489,636
		Group 2	0.00000000	0.37627559	0.37627559	0	31,983,425	31,983,425
113.	CWL 2007-BC1	Group 1	0.00000000	0.08554812	0.08554812	0	7,271,590	7,271,590
		Group 2	0.00000000	0.19678958	0.19678958	0	16,727,115	16,727,115
114.	CWL 2007-BC2	Group 1	0.00000000	0.19528736	0.19528736	0	16,599,425	16,599,425
		Group 2	0.00000000	0.22845967	0.22845967	0	19,419,072	19,419,072
115.	CWL 2007-BC3	Group 1	0.00000000	0.14807484	0.14807484	0	12,586,361	12,586,361
		Group 2	0.00000000	0.21956420	0.21956420	0	18,662,957	18,662,957
116.	CWL 2007-SD1	Total	0.00000000	0.24048202	0.24048202	0	20,440,972	20,440,972



**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
117.	CWL 2007-SEA1	Group 1	0.00000000	0.06632545	0.06632545	0	5,637,663	5,637,663
		Group 2	0.00000000	0.06481377	0.06481377	0	5,509,171	5,509,171
118.	CWL 2007-SEA2	Group 1	0.00000000	0.08118484	0.08118484	0	6,900,712	6,900,712
		Group 2	0.00000000	0.05894676	0.05894676	0	5,010,475	5,010,475
119.	CWALT 2004-10CB	Total	0.00000000	0.01636462	0.01636462	0	1,390,993	1,390,993
120.	CWALT 2004-12CB	Group 1	0.00000000	0.00299761	0.00299761	0	254,797	254,797
		Group 2	0.00000000	0.00091418	0.00091418	0	77,706	77,706
		Group 3	0.00000000	0.00448219	0.00448219	0	380,986	380,986
121.	CWALT 2004-13CB	Total	0.00000000	0.00599385	0.00599385	0	509,477	509,477
122.	CWALT 2004-14T2	Total	0.00000000	0.01266445	0.01266445	0	1,076,478	1,076,478
123.	CWALT 2004-15	Group 1	0.00000000	0.00554809	0.00554809	0	471,587	471,587
		Group 2	0.00000000	0.00794903	0.00794903	0	675,668	675,668
124.	CWALT 2004-16CB	Group 1	0.00000000	0.00607407	0.00607407	0	516,296	516,296
		Group 2	0.00000000	0.00126270	0.00126270	0	107,330	107,330
		Group 3	0.00000000	0.00262683	0.00262683	0	223,280	223,280
		Group 4	0.00000000	0.00427030	0.00427030	0	362,975	362,975
		Group 5	0.00000000	0.01302933	0.01302933	0	1,107,493	1,107,493
125.	CWALT 2004-17CB	Group 1	0.00000000	0.01964998	0.01964998	0	1,670,248	1,670,248
		Group 2	0.00000000	0.04635361	0.04635361	0	3,940,057	3,940,057
		Group 3	0.00000000	0.00835616	0.00835616	0	710,274	710,274
126.	CWALT 2004-18CB	Group 1	0.00000000	0.00253997	0.00253997	0	215,898	215,898
		Group 2	0.00000000	0.01813459	0.01813459	0	1,541,440	1,541,440
		Group 3	0.00000000	0.00065434	0.00065434	0	55,619	55,619
		Group 4	0.00000000	0.00494874	0.00494874	0	420,643	420,643
		Group 5	0.00000000	0.01494273	0.01494273	0	1,270,132	1,270,132
127.	CWALT 2004-20T1	Total	0.00000000	0.00978534	0.00978534	0	831,754	831,754
128.	CWALT 2004-22CB	Group 1	0.00000000	0.03488647	0.03488647	0	2,965,350	2,965,350
		Group 2	0.00000000	0.01203530	0.01203530	0	1,023,000	1,023,000
129.	CWALT 2004-24CB	Group 1	0.00000000	0.06676691	0.06676691	0	5,675,187	5,675,188
		Group 2	0.00000000	0.00064604	0.00064604	0	54,914	54,914
130.	CWALT 2004-25CB	Total	0.00000039	0.01815882	0.01815921	33	1,543,500	1,543,533
131.	CWALT 2004-26T1	Total	0.00000011	0.01574746	0.01574757	9	1,338,534	1,338,543
132.	CWALT 2004-27CB	Total	0.00000000	0.02359449	0.02359449	0	2,005,532	2,005,532
133.	CWALT 2004-28CB	Group 1	0.00000000	0.01170234	0.01170234	0	994,699	994,699

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
		Group 2	0.00000000	0.01106315	0.01106315	0	940,367	940,367
		Group 3	0.00000000	0.02390908	0.02390908	0	2,032,272	2,032,272
		Group 4	0.00000000	0.00139121	0.00139121	0	118,253	118,253
		Group 5	0.00000012	0.00367617	0.00367629	10	312,474	312,484
		Group 6	0.00000000	0.00411557	0.00411557	0	349,823	349,823
		Group 7	0.00000000	0.00013244	0.00013244	0	11,257	11,257
134.	CWALT 2004-29CB	Total	0.00000008	0.02806216	0.02806225	7	2,385,284	2,385,291
135.	CWALT 2004-2CB	Group 1	0.00000000	0.01378479	0.01378479	0	1,171,707	1,171,707
		Group 2	0.00000000	0.01019607	0.01019607	0	866,666	866,666
		Group 3	0.00000000	0.00804168	0.00804168	0	683,543	683,543
		Group 4	0.00000000	0.00105149	0.00105149	0	89,377	89,377
136.	CWALT 2004-30CB	Group 1	0.00000175	0.02898677	0.02898852	149	2,463,875	2,464,024
		Group 2	0.00005804	0.01738919	0.01744722	4,933	1,478,081	1,483,014
		Group 3	0.00000000	0.00154370	0.00154370	0	131,214	131,214
137.	CWALT 2004-32CB	Group 1	0.00000061	0.01873162	0.01873223	52	1,592,188	1,592,240
		Group 2	0.00000062	0.00853945	0.00854007	53	725,853	725,906
138.	CWALT 2004-33	Group 1	0.00000000	0.00941136	0.00941136	0	799,966	799,966
		Group 2	0.00000000	0.00534209	0.00534209	0	454,077	454,077
		Group 3	0.00000000	0.02581591	0.02581591	0	2,194,352	2,194,352
		Group 4	0.00000000	0.01431550	0.01431550	0	1,216,818	1,216,818
139.	CWALT 2004-34T1	Total	0.00000041	0.01348374	0.01348415	35	1,146,118	1,146,153
140.	CWALT 2004-35T2	Total	0.00000001	0.01769424	0.01769424	1	1,504,010	1,504,011
141.	CWALT 2004-36CB	Group 1	0.00000127	0.04303575	0.04303703	108	3,658,039	3,658,147
		Group 2	0.00000149	0.01965799	0.01965948	127	1,670,929	1,671,056
142.	CWALT 2004-3T1	Total	0.00000000	0.00411148	0.00411148	0	349,476	349,476
143.	CWALT 2004-4CB	Group 1	0.00000000	0.00479802	0.00479802	0	407,832	407,832
		Group 2	0.00000000	0.00386751	0.00386751	0	328,738	328,738
		Group 3	0.00000000	0.00317428	0.00317428	0	269,813	269,813
144.	CWALT 2004-5CB	Group 1	0.00000000	0.00243736	0.00243736	0	207,176	207,176
		Group 2	0.00000000	0.00022940	0.00022940	0	19,499	19,499
		Group 3	0.00000000	0.00054532	0.00054532	0	46,352	46,352
145.	CWALT 2004-6CB	Total	0.00000000	0.02279013	0.02279013	0	1,937,161	1,937,161
146.	CWALT 2004-7T1	Total	0.00000225	0.00721491	0.00721716	191	613,268	613,459
147.	CWALT 2004-8CB	Total	0.00000000	0.04797296	0.04797296	0	4,077,701	4,077,701

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
148.	CWALT 2004-9T1	Total	0.00000000	0.00429186	0.00429186	0	364,808	364,808
149.	CWALT 2004-J10	Group 1	0.00000000	0.00484436	0.00484436	0	411,770	411,770
		Group 2	0.00000000	0.00173771	0.00173771	0	147,705	147,705
		Group 3	0.00000000	0.00005702	0.00005702	0	4,846	4,846
		Group 4	0.00000117	0.00360587	0.00360704	99	306,499	306,598
		Group 5	0.00000000	0.00038581	0.00038581	0	32,794	32,794
150.	CWALT 2004-J11	Group 1	0.00000000	0.00361874	0.00361874	0	307,593	307,593
		Group 2	0.00000000	0.00061232	0.00061232	0	52,047	52,047
		Group 3	0.00000001	0.00059406	0.00059406	1	50,495	50,495
151.	CWALT 2004-J12	Total	0.00000000	0.00615015	0.00615015	0	522,763	522,763
152.	CWALT 2004-J13	Group 1	0.00000000	0.02088839	0.02088839	0	1,775,513	1,775,513
		Group 2	0.00000000	0.04257341	0.04257341	0	3,618,740	3,618,740
153.	CWALT 2004-J2	Group 1	0.00000000	0.00197320	0.00197320	0	167,722	167,722
		Group 2	0.00000000	0.00386310	0.00386310	0	328,364	328,364
		Group 3	0.00000000	0.00146369	0.00146369	0	124,414	124,414
		Group 4	0.00000000	0.00140440	0.00140440	0	119,374	119,374
		Group 5	0.00000000	0.00019383	0.00019383	0	16,475	16,475
		Group 6	0.00000000	0.00029102	0.00029102	0	24,737	24,737
		Group 7	0.00000000	0.00024917	0.00024917	0	21,179	21,179
154.	CWALT 2004-J3	Group 1	0.00000000	0.00078827	0.00078827	0	67,003	67,003
		Group 2	0.00000000	0.00106714	0.00106714	0	90,707	90,707
		Group 3	0.00000000	0.00101979	0.00101979	0	86,682	86,682
		Group 4	0.00000000	0.00039415	0.00039415	0	33,503	33,503
		Group 5	0.00000000	0.00078928	0.00078928	0	67,088	67,088
155.	CWALT 2004-J4	Group 1	0.00000000	0.00733571	0.00733571	0	623,535	623,535
		Group 2	0.00000000	0.00251196	0.00251196	0	213,517	213,517
156.	CWALT 2004-J5	Group 1	0.00000000	0.01074975	0.01074975	0	913,728	913,728
		Group 2	0.00000000	0.02426702	0.02426702	0	2,062,696	2,062,696
157.	CWALT 2004-J6	Group 1	0.00000000	0.00034257	0.00034257	0	29,119	29,119
		Group 2	0.00000000	0.00071719	0.00071719	0	60,961	60,961
		Group 3	0.00000000	0.00000000	0.00000000	0	0	0
158.	CWALT 2004-J7	Group 1	0.00000000	0.01904724	0.01904724	0	1,619,015	1,619,015
		Group 2	0.00000000	0.01368534	0.01368534	0	1,163,254	1,163,254
		Group 3	0.00000000	0.01081990	0.01081990	0	919,691	919,691

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
159.	CWALT 2004-J8	Group 1	0.00003735	0.00448493	0.00452228	3,175	381,219	384,394
		Group 2	0.00001501	0.00353486	0.00354987	1,276	300,463	301,739
		Group 3	0.00000000	0.00130427	0.00130427	0	110,863	110,863
		Group 4	0.00000000	0.00000008	0.00000008	0	6	6
160.	CWALT 2004-J9	Group 1	0.00000000	0.01407486	0.01407486	0	1,196,363	1,196,363
		Group 2	0.00000000	0.01264929	0.01264929	0	1,075,189	1,075,189
		Group 3	0.00000000	0.02418966	0.02418966	0	2,056,121	2,056,121
161.	CWALT 2005-10CB	Group 1	0.00010751	0.06143632	0.06154383	9,139	5,222,087	5,231,226
		Group 2	0.00000006	0.00080186	0.00080192	5	68,158	68,163
162.	CWALT 2005-11CB	Group 1	0.00000263	0.00985012	0.00985275	224	837,260	837,484
		Group 2	0.00008985	0.03787831	0.03796816	7,637	3,219,657	3,227,293
		Group 3	0.00000060	0.02709877	0.02709937	51	2,303,395	2,303,446
163.	CWALT 2005-13CB	Total	0.00008134	0.04040354	0.04048488	6,914	3,434,301	3,441,215
164.	CWALT 2005-14	Group 1	0.00000000	0.00821316	0.00821316	0	698,119	698,119
		Group 2	0.00000000	0.09854347	0.09854347	0	8,376,195	8,376,195
		Group 3	0.00000000	0.03551803	0.03551803	0	3,019,032	3,019,032
		Group 4	0.00000000	0.03175562	0.03175562	0	2,699,228	2,699,228
165.	CWALT 2005-16	Total	0.00000000	0.09254286	0.09254286	0	7,866,143	7,866,143
166.	CWALT 2005-17	Group 1	0.00000000	0.04059257	0.04059257	0	3,450,368	3,450,368
		Group 2	0.00000000	0.03241783	0.03241783	0	2,755,515	2,755,515
		Group 3	0.00000000	0.05018143	0.05018143	0	4,265,422	4,265,422
		Group 4	0.00000000	0.05526926	0.05526926	0	4,697,887	4,697,887
167.	CWALT 2005-18CB	Total	0.00004523	0.04414686	0.04419209	3,844	3,752,483	3,756,328
168.	CWALT 2005-19CB	Total	0.00002758	0.02543071	0.02545829	2,344	2,161,610	2,163,955
169.	CWALT 2005-1CB	Group 1	0.00000368	0.02902770	0.02903138	313	2,467,354	2,467,667
		Group 2	0.00014511	0.02049322	0.02063833	12,334	1,741,924	1,754,258
		Group 3	0.00000095	0.02525262	0.02525358	81	2,146,473	2,146,554
		Group 4	0.00000000	0.01236450	0.01236450	0	1,050,983	1,050,983
170.	CWALT 2005-2	Group 1	0.00000000	0.00383606	0.00383606	0	326,065	326,065
		Group 2	0.00000000	0.00712287	0.00712287	0	605,444	605,444
		Group 3	0.00000000	0.00868803	0.00868803	0	738,483	738,483
171.	CWALT 2005-20CB	Group 1	0.00000367	0.03483262	0.03483630	312	2,960,773	2,961,085
		Group 2	0.00003401	0.02482163	0.02485565	2,891	2,109,839	2,112,730
		Group 3	0.00000411	0.03530362	0.03530773	350	3,000,807	3,001,157

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only Certificates	All Other Certificates	All Certificates	Principal Only Certificates	All Other Certificates	All Certificates
			(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
		Group 4	0.00000006	0.00155261	0.00155267	5	131,972	131,977
172.	CWALT 2005-21CB	Total	0.00003615	0.05672164	0.05675779	3,073	4,821,339	4,824,412
173.	CWALT 2005-22T1	Total	0.00004222	0.02425088	0.02429310	3,589	2,061,325	2,064,914
174.	CWALT 2005-23CB	Total	0.00009074	0.04273668	0.04282742	7,713	3,632,618	3,640,331
175.	CWALT 2005-24	Group 1	0.00000000	0.05291380	0.05291380	0	4,497,673	4,497,673
		Group 2	0.00000000	0.03961963	0.03961963	0	3,367,668	3,367,668
		Group 3	0.00000000	0.04437144	0.04437144	0	3,771,573	3,771,573
		Group 4	0.00000000	0.08685356	0.08685356	0	7,382,553	7,382,553
176.	CWALT 2005-25T1	Total	0.00007719	0.02684488	0.02692207	6,561	2,281,815	2,288,376
177.	CWALT 2005-26CB	Total	0.00001425	0.04180166	0.04181592	1,211	3,553,141	3,554,353
178.	CWALT 2005-27	Group 1	0.00000000	0.15997297	0.15997297	0	13,597,703	13,597,703
		Group 2	0.00000000	0.12258984	0.12258984	0	10,420,137	10,420,137
		Group 3	0.00000000	0.02378408	0.02378408	0	2,021,647	2,021,647
179.	CWALT 2005-28CB	Group 1	0.00002068	0.03887947	0.03890015	1,757	3,304,755	3,306,513
		Group 2	0.00000000	0.01859325	0.01859325	0	1,580,426	1,580,426
		Group 3	0.00000037	0.02192766	0.02192802	31	1,863,851	1,863,882
		Group 4	0.00000892	0.00220973	0.00221865	759	187,827	188,585
180.	CWALT 2005-29CB	Total	0.00004030	0.03173451	0.03177481	3,425	2,697,433	2,700,859
181.	CWALT 2005-30CB	Group 1	0.00001512	0.03831917	0.03833429	1,285	3,257,130	3,258,415
		Group 2	0.00000185	0.00767674	0.00767859	157	652,523	652,680
182.	CWALT 2005-31	Group 1	0.00000000	0.12273434	0.12273434	0	10,432,419	10,432,419
		Group 2	0.00000000	0.06659666	0.06659666	0	5,660,716	5,660,716
183.	CWALT 2005-32T1	Total	0.00001274	0.04489642	0.04490916	1,083	3,816,195	3,817,279
184.	CWALT 2005-33CB	Total	0.00006518	0.07640551	0.07647069	5,540	6,494,468	6,500,008
185.	CWALT 2005-34CB	Total	0.00001890	0.03513790	0.03515681	1,607	2,986,722	2,988,329
186.	CWALT 2005-35CB	Group 1	0.00009479	0.05968980	0.05978459	8,057	5,073,633	5,081,690
		Group 2	0.00009069	0.03082528	0.03091597	7,709	2,620,149	2,627,858
187.	CWALT 2005-36	Group 1	0.00000000	0.03459115	0.03459115	0	2,940,248	2,940,248
		Group 2	0.00000000	0.07101960	0.07101960	0	6,036,666	6,036,666
		Group 3	0.00000000	0.04269662	0.04269662	0	3,629,212	3,629,212
		Group 4	0.00000000	0.02143277	0.02143277	0	1,821,786	1,821,786
188.	CWALT 2005-37T1	Total	0.00003883	0.04169583	0.04173466	3,301	3,544,146	3,547,446
189.	CWALT 2005-38	Total	0.00000000	0.36759541	0.36759541	0	31,245,610	31,245,610
190.	CWALT 2005-3CB	Group 1	0.00001345	0.06907084	0.06908430	1,144	5,871,022	5,872,165

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
		Group 2	0.00000000	0.00180924	0.00180924	0	153,786	153,786
191.	CWALT 2005-4	Group 1	0.00000006	0.02405506	0.02405512	5	2,044,680	2,044,685
		Group 2	0.00005367	0.01303565	0.01308932	4,562	1,108,030	1,112,592
192.	CWALT 2005-40CB	Total	0.00009275	0.04471076	0.04480351	7,884	3,800,414	3,808,298
193.	CWALT 2005-41	Group 1	0.00000000	0.06407097	0.06407097	0	5,446,033	5,446,033
		Group 2	0.00000000	0.09399071	0.09399071	0	7,989,210	7,989,210
194.	CWALT 2005-42CB	Total	0.00035085	0.06329672	0.06364757	29,822	5,380,221	5,410,044
195.	CWALT 2005-43	Group 1	0.00000000	0.02981234	0.02981234	0	2,534,049	2,534,049
		Group 2	0.00000000	0.00792963	0.00792963	0	674,019	674,019
		Group 3	0.00000000	0.00576924	0.00576924	0	490,385	490,385
		Group 4	0.00000000	0.02016944	0.02016944	0	1,714,402	1,714,402
		Group 5	0.00000000	0.00534289	0.00534289	0	454,146	454,146
196.	CWALT 2005-44	Group 1	0.00000000	0.11818848	0.11818848	0	10,046,021	10,046,021
		Group 2	0.00000000	0.04494273	0.04494273	0	3,820,132	3,820,132
197.	CWALT 2005-45	Group 1	0.00000000	0.09965799	0.09965799	0	8,470,929	8,470,929
		Group 2	0.00000000	0.14896609	0.14896609	0	12,662,117	12,662,117
		Group 3	0.00000000	0.15812646	0.15812646	0	13,440,749	13,440,749
198.	CWALT 2005-46CB	Total	0.00045276	0.10522836	0.10568113	38,485	8,944,411	8,982,896
199.	CWALT 2005-47CB	Total	0.00024974	0.07347844	0.07372818	21,228	6,245,668	6,266,896
200.	CWALT 2005-48T1	Total	0.00004068	0.06027901	0.06031970	3,458	5,123,716	5,127,174
201.	CWALT 2005-49CB	Total	0.00007715	0.05588779	0.05596494	6,558	4,750,462	4,757,020
202.	CWALT 2005-50CB	Group 1	0.00014238	0.04292534	0.04306772	12,102	3,648,654	3,660,756
		Group 2	0.00000000	0.00975414	0.00975414	0	829,102	829,102
		Group 3	0.00000487	0.01413216	0.01413703	414	1,201,234	1,201,648
		Group 4	0.00000000	0.00113175	0.00113175	0	96,199	96,199
203.	CWALT 2005-51	Group 1	0.00000000	0.10103537	0.10103537	0	8,588,007	8,588,007
		Group 2	0.00000000	0.12885549	0.12885549	0	10,952,717	10,952,717
		Group 3	0.00000000	0.18635332	0.18635332	0	15,840,032	15,840,032
		Group 4	0.00000000	0.10949837	0.10949837	0	9,307,362	9,307,362
204.	CWALT 2005-52CB	Total	0.00006462	0.05758954	0.05765416	5,493	4,895,111	4,900,604
205.	CWALT 2005-53T2	Group 1	0.00000000	0.00280206	0.00280206	0	238,175	238,175
		Group 2	0.00000000	0.05098170	0.05098170	0	4,333,445	4,333,445
206.	CWALT 2005-54CB	Group 1	0.00037388	0.06629166	0.06666554	31,780	5,634,791	5,666,571
		Group 2	0.00007735	0.02989497	0.02997231	6,575	2,541,072	2,547,647

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only Certificates	All Other Certificates	All Certificates	Principal Only Certificates	All Other Certificates	All Certificates
			(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
		Group 3	0.00007352	0.05752613	0.05759965	6,249	4,889,721	4,895,970
207.	CWALT 2005-55CB	Group 1	0.00006270	0.04318959	0.04325229	5,330	3,671,115	3,676,445
		Group 2	0.00021797	0.03117673	0.03139471	18,528	2,650,022	2,668,550
208.	CWALT 2005-56	Group 1	0.00000000	0.35618457	0.35618457	0	30,275,688	30,275,688
		Group 2	0.00000000	0.12533733	0.12533733	0	10,653,673	10,653,673
		Group 3	0.00000000	0.08431681	0.08431681	0	7,166,928	7,166,928
		Group 4	0.00000000	0.10303878	0.10303878	0	8,758,296	8,758,296
		Group 5	0.00000000	0.10444371	0.10444371	0	8,877,715	8,877,715
209.	CWALT 2005-57CB	Group 1	0.00007285	0.03093439	0.03100724	6,192	2,629,423	2,635,615
		Group 2	0.00010821	0.05224782	0.05235603	9,198	4,441,065	4,450,262
		Group 3	0.00018755	0.05583389	0.05602144	15,942	4,745,881	4,761,822
210.	CWALT 2005-58	Total	0.00000000	0.28542045	0.28542045	0	24,260,738	24,260,738
211.	CWALT 2005-59	Group 1	0.00000000	0.19261840	0.19261840	0	16,372,564	16,372,564
		Group 2	0.00000000	0.53569016	0.53569016	0	45,533,663	45,533,663
212.	CWALT 2005-60T1	Total	0.00004500	0.06607913	0.06612413	3,825	5,616,726	5,620,551
213.	CWALT 2005-61	Group 1	0.00000000	0.08632010	0.08632010	0	7,337,208	7,337,208
		Group 2	0.00000000	0.08519287	0.08519287	0	7,241,394	7,241,394
214.	CWALT 2005-62	Group 1	0.00000000	0.18238222	0.18238222	0	15,502,489	15,502,489
		Group 2	0.00000000	0.24511893	0.24511893	0	20,835,109	20,835,109
215.	CWALT 2005-63	Group 1	0.00000000	0.06400071	0.06400071	0	5,440,060	5,440,060
		Group 2	0.00000000	0.01671318	0.01671318	0	1,420,620	1,420,620
		Group 3	0.00000000	0.05535793	0.05535793	0	4,705,424	4,705,424
		Group 4	0.00000000	0.02206535	0.02206535	0	1,875,555	1,875,555
		Group 5	0.00000000	0.03348292	0.03348292	0	2,846,049	2,846,049
216.	CWALT 2005-64CB	Group 1	0.00010140	0.08775808	0.08785948	8,619	7,459,437	7,468,055
		Group 2	0.00000003	0.02583742	0.02583745	3	2,196,181	2,196,183
		Group 3	0.00000000	0.00201346	0.00201346	0	171,144	171,144
217.	CWALT 2005-65CB	Group 1	0.00005692	0.05954470	0.05960163	4,839	5,061,300	5,066,138
		Group 2	0.00009565	0.05822754	0.05832319	8,131	4,949,341	4,957,471
218.	CWALT 2005-66	Group 1	0.00000000	0.07723502	0.07723502	0	6,564,977	6,564,977
		Group 2	0.00000000	0.24894939	0.24894939	0	21,160,698	21,160,698
219.	CWALT 2005-67CB	Total	0.00004572	0.03112457	0.03117028	3,886	2,645,588	2,649,474
220.	CWALT 2005-69	Total	0.00000000	0.14337379	0.14337379	0	12,186,772	12,186,772

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only Certificates	All Other Certificates	All Certificates	Principal Only Certificates	All Other Certificates	All Certificates
			(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
221.	CWALT 2005-6CB	Group 1	0.00004033	0.06032041	0.06036074	3,428	5,127,235	5,130,663
		Group 2	0.00000000	0.00139537	0.00139537	0	118,607	118,607
222.	CWALT 2005-70CB	Total	0.00012489	0.05797537	0.05810026	10,616	4,927,906	4,938,522
223.	CWALT 2005-71	Total	0.00000000	0.04761804	0.04761804	0	4,047,533	4,047,533
224.	CWALT 2005-72	Total	0.00000000	0.22447588	0.22447588	0	19,080,450	19,080,450
225.	CWALT 2005-73CB	Group 1	0.00005243	0.01798241	0.01803485	4,457	1,528,505	1,532,962
		Group 2	0.00000232	0.02954856	0.02955087	197	2,511,627	2,511,824
226.	CWALT 2005-74T1	Total	0.00094251	0.06464759	0.06559010	80,113	5,495,045	5,575,158
227.	CWALT 2005-75CB	Total	0.00007704	0.04717308	0.04725011	6,548	4,009,711	4,016,260
228.	CWALT 2005-76	Group 1	0.00000000	0.14410882	0.14410882	0	12,249,249	12,249,249
		Group 2	0.00000000	0.38148547	0.38148547	0	32,426,265	32,426,265
		Group 3	0.00000000	0.03872377	0.03872377	0	3,291,520	3,291,520
229.	CWALT 2005-77T1	Group 1	0.00125099	0.09655560	0.09780659	106,334	8,207,226	8,313,560
		Group 2	0.00048026	0.10726909	0.10774935	40,822	9,117,873	9,158,695
230.	CWALT 2005-79CB	Total	0.00002251	0.06939851	0.06942102	1,913	5,898,874	5,900,787
231.	CWALT 2005-7CB	Group 1	0.00000083	0.02903044	0.02903128	71	2,467,588	2,467,658
		Group 2	0.00000412	0.02951228	0.02951641	351	2,508,544	2,508,894
232.	CWALT 2005-80CB	Group 1	0.00000542	0.07185443	0.07185986	461	6,107,627	6,108,088
		Group 2	0.00002613	0.02722738	0.02725351	2,221	2,314,327	2,316,548
		Group 3	0.00003335	0.07188491	0.07191827	2,835	6,110,218	6,113,053
		Group 4	0.00000398	0.08085890	0.08086288	338	6,873,006	6,873,345
		Group 5	0.00000129	0.04440231	0.04440360	110	3,774,197	3,774,306
233.	CWALT 2005-81	Total	0.00000000	0.38885703	0.38885703	0	33,052,847	33,052,847
234.	CWALT 2005-82	Total	0.00000000	0.12467991	0.12467991	0	10,597,792	10,597,792
235.	CWALT 2005-83CB	Total	0.00008090	0.07996446	0.08004536	6,876	6,796,979	6,803,855
236.	CWALT 2005-84	Group 1	0.00000000	0.01386781	0.01386781	0	1,178,764	1,178,764
		Group 2	0.00000000	0.14362887	0.14362887	0	12,208,454	12,208,454
		Group 3	0.00000000	0.03845363	0.03845363	0	3,268,558	3,268,558
		Group 4	0.00000000	0.11041344	0.11041344	0	9,385,143	9,385,143
237.	CWALT 2005-85CB	Group 1	0.00000388	0.07441548	0.07441936	330	6,325,316	6,325,645



**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only Certificates	All Other Certificates	All Certificates	Principal Only Certificates	All Other Certificates	All Certificates
			(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
		Group 2	0.00011073	0.10995636	0.11006709	9,412	9,346,290	9,355,702
		Group 3	0.00000061	0.00136942	0.00137003	52	116,401	116,452
238.	CWALT 2005-86CB	Total	0.00008478	0.18125453	0.18133931	7,206	15,406,635	15,413,841
239.	CWALT 2005-9CB	Group 1	0.00003136	0.03221759	0.03224895	2,666	2,738,495	2,741,161
		Group 2	0.00000002	0.00260818	0.00260820	1	221,696	221,697
		Group 3	0.00000103	0.00824638	0.00824741	87	700,943	701,030
240.	CWALT 2005-AR1	Group 1	0.00000000	0.06312216	0.06312216	0	5,365,383	5,365,383
		Group 2	0.00000000	0.21069370	0.21069370	0	17,908,965	17,908,965
241.	CWALT 2005-IM1	Total	0.00000000	0.14509975	0.14509975	0	12,333,478	12,333,478
242.	CWALT 2005-J1	Group 1	0.00000520	0.01565464	0.01565985	442	1,330,645	1,331,087
		Group 2	0.00000000	0.00088955	0.00088955	0	75,611	75,611
		Group 3	0.00000000	0.00204831	0.00204831	0	174,106	174,106
		Group 4	0.00000000	0.00000140	0.00000140	0	119	119
		Group 5	0.00000031	0.00711814	0.00711844	26	605,042	605,068
		Group 6	0.00000000	0.00007230	0.00007230	0	6,145	6,145
		Group 7	0.00000044	0.00079806	0.00079850	37	67,835	67,873
243.	CWALT 2005-J10	Group 1	0.00000003	0.05155214	0.05155216	2	4,381,932	4,381,934
		Group 2	0.00000055	0.01230658	0.01230713	47	1,046,059	1,046,106
244.	CWALT 2005-J11	Group 1	0.00001433	0.04205995	0.04207428	1,218	3,575,096	3,576,314
		Group 2	0.00000002	0.01003684	0.01003686	2	853,131	853,133
		Group 3	0.00003744	0.00793765	0.00797508	3,182	674,700	677,882
		Group 4	0.00000007	0.00031140	0.00031146	6	26,469	26,474
		Group 5	0.00000000	0.00025801	0.00025801	0	21,931	21,931
		Group 6	0.00000000	0.00048471	0.00048471	0	41,201	41,201
		Group 7	0.00000000	0.00000000	0.00000000	0	0	0
245.	CWALT 2005-J12	Group 1	0.00000000	0.02353291	0.02353291	0	2,000,298	2,000,298
		Group 2	0.00000000	0.14302225	0.14302225	0	12,156,891	12,156,891
246.	CWALT 2005-J13	Group 1	0.00000000	0.00683432	0.00683432	0	580,917	580,917
		Group 2	0.00001203	0.02092052	0.02093255	1,022	1,778,244	1,779,266
247.	CWALT 2005-J14	Total	0.00000869	0.07766004	0.07766873	738	6,601,103	6,601,842
248.	CWALT 2005-J2	Group 1	0.00000263	0.03699395	0.03699658	223	3,144,486	3,144,709
		Group 2	0.00000088	0.00295152	0.00295241	75	250,879	250,954
249.	CWALT 2005-J3	Group 1	0.00000567	0.01381171	0.01381738	482	1,173,995	1,174,477
		Group 2	0.00002445	0.01557996	0.01560441	2,078	1,324,296	1,326,375

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only Certificates	All Other Certificates	All Certificates	Principal Only Certificates	All Other Certificates	All Certificates
			(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
		Group 3	0.00000000	0.00129464	0.00129464	0	110,044	110,044
250.	CWALT 2005-J4	Group 1	0.00000000	0.03326136	0.03326136	0	2,827,216	2,827,216
		Group 2	0.00000000	0.03057355	0.03057355	0	2,598,752	2,598,752
251.	CWALT 2005-J5	Group 1	0.00000251	0.02087659	0.02087911	214	1,774,511	1,774,724
		Group 2	0.00000054	0.00182645	0.00182699	46	155,248	155,294
252.	CWALT 2005-J6	Group 1	0.00000166	0.00766198	0.00766364	141	651,268	651,409
		Group 2	0.00000000	0.00117528	0.00117528	0	99,899	99,899
		Group 3	0.00000000	0.00000043	0.00000043	0	37	37
253.	CWALT 2005-J7	Group 1	0.00000427	0.01659350	0.01659776	363	1,410,447	1,410,810
		Group 2	0.00000000	0.00000021	0.00000021	0	18	18
254.	CWALT 2005-J8	Group 1	0.00000417	0.01194461	0.01194877	354	1,015,292	1,015,646
		Group 2	0.00000011	0.00075476	0.00075488	10	64,155	64,165
255.	CWALT 2005-J9	Group 1	0.00000548	0.01714501	0.01715049	466	1,457,326	1,457,792
		Group 2	0.00000444	0.00442217	0.00442661	377	375,885	376,262
256.	CWALT 2006-11CB	Group 1	0.00001758	0.11823530	0.11825288	1,494	10,050,001	10,051,495
		Group 2	0.00000273	0.04556720	0.04556993	232	3,873,212	3,873,444
		Group 3	0.00001743	0.06381882	0.06383625	1,482	5,424,600	5,426,082
257.	CWALT 2006-12CB	Total	0.00000386	0.15675389	0.15675775	328	13,324,081	13,324,409
258.	CWALT 2006-13T1	Total	0.00023928	0.10445523	0.10469451	20,339	8,878,694	8,899,033
259.	CWALT 2006-14CB	Total	0.00001495	0.10905432	0.10906926	1,270	9,269,617	9,270,887
260.	CWALT 2006-15CB	Total	0.00002172	0.11941306	0.11943478	1,846	10,150,110	10,151,956
261.	CWALT 2006-16CB	Total	0.00006832	0.07217802	0.07224634	5,807	6,135,132	6,140,939
262.	CWALT 2006-17T1	Total	0.00048557	0.11884635	0.11933192	41,273	10,101,940	10,143,213
263.	CWALT 2006-18CB	Total	0.00003123	0.22768890	0.22772012	2,654	19,353,556	19,356,210
264.	CWALT 2006-19CB	Total	0.00064268	0.27838552	0.27902820	54,628	23,662,769	23,717,397
265.	CWALT 2006-20CB	Total	0.00001036	0.17523106	0.17524142	881	14,894,640	14,895,521
266.	CWALT 2006-21CB	Total	0.00003016	0.09888056	0.09891072	2,564	8,404,847	8,407,411
267.	CWALT 2006-23CB	Group 1	0.00013272	0.10198029	0.10211301	11,281	8,668,325	8,679,606
		Group 2	0.00000053	0.14879003	0.14879057	45	12,647,153	12,647,198
268.	CWALT 2006-24CB	Total	0.00025382	0.16227429	0.16252811	21,574	13,793,315	13,814,889
269.	CWALT 2006-25CB	Total	0.00008910	0.08441905	0.08450816	7,574	7,175,620	7,183,193
270.	CWALT 2006-26CB	Total	0.00000139	0.10319119	0.10319258	118	8,771,251	8,771,369
271.	CWALT 2006-27CB	Total	0.00011328	0.04911808	0.04923136	9,629	4,175,037	4,184,666
272.	CWALT 2006-28CB	Total	0.00000243	0.11230114	0.11230357	207	9,545,597	9,545,804

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group**  
**For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
273.	CWALT 2006-29T1	Group 1	0.00020141	0.02314364	0.02334505	17,120	1,967,210	1,984,329
		Group 2	0.00000704	0.08580330	0.08581034	598	7,293,281	7,293,879
		Group 3	0.00000000	0.09721368	0.09721368	0	8,263,163	8,263,163
274.	CWALT 2006-2CB	Total	0.00193697	0.24902200	0.25095897	164,642	21,166,870	21,331,512
275.	CWALT 2006-30T1	Group 1	0.00013548	0.04952140	0.04965688	11,516	4,209,319	4,220,835
		Group 2	0.00000000	0.06701869	0.06701869	0	5,696,588	5,696,588
276.	CWALT 2006-31CB	Total	0.00004850	0.16959220	0.16964070	4,123	14,415,337	14,419,459
277.	CWALT 2006-32CB	Total	0.00014277	0.10416301	0.10430579	12,136	8,853,856	8,865,992
278.	CWALT 2006-33CB	Group 1	0.00003399	0.05472251	0.05475650	2,889	4,651,413	4,654,302
		Group 2	0.00007608	0.08537772	0.08545380	6,467	7,257,106	7,263,573
279.	CWALT 2006-34	Total	0.00023070	0.05808213	0.05831283	19,610	4,936,981	4,956,591
280.	CWALT 2006-35CB	Total	0.00032830	0.13426182	0.13459012	27,905	11,412,254	11,440,160
281.	CWALT 2006-36T2	Group 1	0.00006361	0.10962863	0.10969224	5,407	9,318,433	9,323,841
		Group 2	0.00000483	0.08047958	0.08048441	410	6,840,764	6,841,174
282.	CWALT 2006-39CB	Group 1	0.00040203	0.14076382	0.14116585	34,172	11,964,925	11,999,097
		Group 2	0.00001896	0.08093204	0.08095100	1,611	6,879,223	6,880,835
283.	CWALT 2006-40T1	Group 1	0.00022130	0.08026114	0.08048244	18,810	6,822,197	6,841,007
		Group 2	0.00000000	0.08248208	0.08248208	0	7,010,977	7,010,977
284.	CWALT 2006-41CB	Group 1	0.00036159	0.13948148	0.13984307	30,736	11,855,925	11,886,661
		Group 2	0.00023359	0.10133941	0.10157300	19,855	8,613,850	8,633,705
285.	CWALT 2006-42	Group 1	0.00028719	0.07473912	0.07502632	24,412	6,352,826	6,377,237
		Group 2	0.00000719	0.00480655	0.00481373	611	408,557	409,167
286.	CWALT 2006-43CB	Group 1	0.00016695	0.15988221	0.16004916	14,191	13,589,988	13,604,179
		Group 2	0.00000005	0.00054763	0.00054768	4	46,549	46,553
		Group 3	0.00000000	0.05237202	0.05237202	0	4,451,622	4,451,622
287.	CWALT 2006-45T1	Group 1	0.00000000	0.16290062	0.16290062	0	13,846,552	13,846,552
		Group 2	0.00032386	0.14769038	0.14801423	27,528	12,553,682	12,581,210
288.	CWALT 2006-46	Total	0.00044838	0.08445455	0.08490293	38,113	7,178,636	7,216,749
289.	CWALT 2006-4CB	Group 1	0.00001402	0.07109524	0.07110925	1,191	6,043,095	6,044,287
		Group 2	0.00003360	0.03292478	0.03295838	2,856	2,798,606	2,801,462
290.	CWALT 2006-5T2	Total	0.00015677	0.06996706	0.07012383	13,325	5,947,200	5,960,525
291.	CWALT 2006-6CB	Group 1	0.00015132	0.26066263	0.26081395	12,862	22,156,323	22,169,185
		Group 2	0.00000021	0.16234723	0.16234744	18	13,799,514	13,799,532
292.	CWALT 2006-7CB	Group 1	0.00000394	0.11742042	0.11742436	335	9,980,735	9,981,070

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group**  
**For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
		Group 2	0.00000078	0.02268059	0.02268137	67	1,927,850	1,927,917
		Group 3	0.00000782	0.00154648	0.00155430	664	131,451	132,115
293.	CWALT 2006-8T1	Group 1	0.00005912	0.07172159	0.07178072	5,026	6,096,335	6,101,361
		Group 2	0.00001058	0.01046053	0.01047111	899	889,145	890,044
294.	CWALT 2006-9T1	Total	0.00034256	0.10588405	0.10622662	29,118	9,000,145	9,029,263
295.	CWALT 2006-HY10	Group 1	0.00000000	0.06311885	0.06311885	0	5,365,102	5,365,102
		Group 2	0.00000000	0.03402690	0.03402690	0	2,892,286	2,892,286
		Group 3	0.00000000	0.03339235	0.03339235	0	2,838,350	2,838,350
		Group 4	0.00000000	0.01583945	0.01583945	0	1,346,353	1,346,353
296.	CWALT 2006-HY11	Total	0.00000000	0.15816301	0.15816301	0	13,443,856	13,443,856
297.	CWALT 2006-HY12	Total	0.00000000	0.20640844	0.20640844	0	17,544,717	17,544,717
298.	CWALT 2006-HY13	Group 1	0.00000000	0.06654472	0.06654472	0	5,656,301	5,656,301
		Group 2	0.00000000	0.01826714	0.01826714	0	1,552,707	1,552,707
		Group 3	0.00000000	0.03485261	0.03485261	0	2,962,471	2,962,471
		Group 4	0.00000000	0.06676741	0.06676741	0	5,675,230	5,675,230
299.	CWALT 2006-HY3	Group 1	0.00000000	0.02614051	0.02614051	0	2,221,944	2,221,944
		Group 2	0.00000000	0.03245635	0.03245635	0	2,758,790	2,758,790
		Group 3	0.00000000	0.00871059	0.00871059	0	740,400	740,400
300.	CWALT 2006-J1	Group 1	0.00010056	0.12018456	0.12028513	8,548	10,215,688	10,224,236
		Group 2	0.00003618	0.01699984	0.01703602	3,076	1,444,986	1,448,062
301.	CWALT 2006-J2	Total	0.00023887	0.03636103	0.03659990	20,304	3,090,687	3,110,991
302.	CWALT 2006-J3	Group 1	0.00013552	0.02956782	0.02970334	11,519	2,513,264	2,524,784
		Group 2	0.00000000	0.00028034	0.00028034	0	23,829	23,829
		Group 3	0.00000000	0.00063324	0.00063324	0	53,825	53,825
		Group 4	0.00000996	0.00268150	0.00269146	846	227,928	228,774
303.	CWALT 2006-J4	Group 1	0.00000915	0.02128069	0.02128984	778	1,808,859	1,809,637
		Group 2	0.00008037	0.07385271	0.07393308	6,831	6,277,481	6,284,312
304.	CWALT 2006-J5	Group 1	0.00028137	0.06593302	0.06621439	23,916	5,604,307	5,628,223
		Group 2	0.00000368	0.04172069	0.04172437	313	3,546,259	3,546,572
		Group 3	0.00000000	0.00229697	0.00229697	0	195,242	195,242
		Group 4	0.00000000	0.00137060	0.00137060	0	116,501	116,501
305.	CWALT 2006-J6	Total	0.00004963	0.03563899	0.03568862	4,218	3,029,314	3,033,532
306.	CWALT 2006-J7	Group 1	0.00000249	0.03327230	0.03327479	212	2,828,145	2,828,357
		Group 2	0.00000000	0.11259087	0.11259087	0	9,570,224	9,570,224

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
307.	CWALT 2006-J8	Total	0.00006044	0.13807427	0.13813471	5,138	11,736,313	11,741,451
308.	CWALT 2006-OA1	Group 1	0.00000000	0.08036204	0.08036204	0	6,830,774	6,830,774
		Group 2	0.00000000	0.30209045	0.30209045	0	25,677,688	25,677,688
309.	CWALT 2006-OA10	Group 1	0.00000000	0.20412575	0.20412575	0	17,350,688	17,350,688
		Group 2	0.00000000	0.23623929	0.23623929	0	20,080,340	20,080,340
		Group 3	0.00000000	0.18919137	0.18919137	0	16,081,267	16,081,267
		Group 4	0.00000000	0.65835200	0.65835200	0	55,959,920	55,959,920
310.	CWALT 2006-OA11	Total	0.00000000	0.57185680	0.57185680	0	48,607,828	48,607,828
311.	CWALT 2006-OA12	Total	0.00000000	0.43351078	0.43351078	0	36,848,416	36,848,416
312.	CWALT 2006-OA14	Group 2	0.00000000	0.14993997	0.14993997	0	12,744,897	12,744,897
		Group 3	0.00000000	0.14444605	0.14444605	0	12,277,914	12,277,914
		Group 1A	0.00000000	0.05678697	0.05678697	0	4,826,893	4,826,893
		Group 1B	0.00000000	0.10633020	0.10633020	0	9,038,067	9,038,067
313.	CWALT 2006-OA16	Total	0.00000000	0.61150816	0.61150816	0	51,978,193	51,978,193
314.	CWALT 2006-OA17	Group 1	0.00000000	0.71520876	0.71520876	0	60,792,745	60,792,745
		Group 2	0.00000000	0.04015130	0.04015130	0	3,412,861	3,412,861
315.	CWALT 2006-OA18	Total	0.00000000	0.20666604	0.20666604	0	17,566,614	17,566,614
316.	CWALT 2006-OA19	Total	0.00000000	0.60213856	0.60213856	0	51,181,777	51,181,777
317.	CWALT 2006-OA2	Total	0.00000000	0.74846218	0.74846218	0	63,619,285	63,619,285
318.	CWALT 2006-OA21	Total	0.00000000	0.57593341	0.57593341	0	48,954,340	48,954,340
319.	CWALT 2006-OA22	Total	0.00000000	0.16779690	0.16779690	0	14,262,736	14,262,736
320.	CWALT 2006-OA3	Group 1	0.00000000	0.17956264	0.17956264	0	15,262,825	15,262,825
		Group 2	0.00000000	0.11663144	0.11663144	0	9,913,673	9,913,673
321.	CWALT 2006-OA6	Group 1	0.00000000	0.39506142	0.39506142	0	33,580,221	33,580,221
		Group 2	0.00000000	0.01105390	0.01105390	0	939,581	939,581
322.	CWALT 2006-OA7	Group 1	0.00000000	0.31086171	0.31086171	0	26,423,245	26,423,245
		Group 2	0.00000000	0.17089346	0.17089346	0	14,525,944	14,525,944
		Group 3	0.00000000	0.03765289	0.03765289	0	3,200,495	3,200,495
323.	CWALT 2006-OA8	Group 1	0.00000000	0.15044756	0.15044756	0	12,788,042	12,788,042
		Group 2	0.00000000	0.11386767	0.11386767	0	9,678,752	9,678,752
324.	CWALT 2006-OA9	Group 1	0.00000000	0.07739546	0.07739546	0	6,578,614	6,578,614
		Group 2	0.00000000	0.36832295	0.36832295	0	31,307,451	31,307,451
325.	CWALT 2006-OC1	Group 1	0.00000000	0.17763736	0.17763736	0	15,099,175	15,099,175
		Group 2	0.00000000	0.25760829	0.25760829	0	21,896,704	21,896,704

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
326.	CWALT 2006-OC10	Group 1	0.00000000	0.09634102	0.09634102	0	8,188,987	8,188,987
		Group 2	0.00000000	0.34882115	0.34882115	0	29,649,798	29,649,798
327.	CWALT 2006-OC11	Group 1	0.00000000	0.13414466	0.13414466	0	11,402,296	11,402,296
		Group 2	0.00000000	0.45822769	0.45822769	0	38,949,354	38,949,354
328.	CWALT 2006-OC2	Group 1	0.00000000	0.10215971	0.10215971	0	8,683,576	8,683,576
		Group 2	0.00000000	0.23003274	0.23003274	0	19,552,783	19,552,783
329.	CWALT 2006-OC3	Group 1	0.00000000	0.12009440	0.12009440	0	10,208,024	10,208,024
		Group 2	0.00000000	0.15330774	0.15330774	0	13,031,158	13,031,158
330.	CWALT 2006-OC4	Group 1	0.00000000	0.08048546	0.08048546	0	6,841,264	6,841,264
		Group 2	0.00000000	0.16907326	0.16907326	0	14,371,227	14,371,227
331.	CWALT 2006-OC5	Group 1	0.00000000	0.11847579	0.11847579	0	10,070,442	10,070,442
		Group 2	0.00000000	0.22783808	0.22783808	0	19,366,237	19,366,237
332.	CWALT 2006-OC6	Group 1	0.00000000	0.05397035	0.05397035	0	4,587,480	4,587,480
		Group 2	0.00000000	0.26448530	0.26448530	0	22,481,251	22,481,251
333.	CWALT 2006-OC7	Group 1	0.00000000	0.07000256	0.07000256	0	5,950,217	5,950,217
		Group 2	0.00000000	0.20073046	0.20073046	0	17,062,089	17,062,089
334.	CWALT 2006-OC8	Group 1	0.00000000	0.13546243	0.13546243	0	11,514,306	11,514,306
		Group 2	0.00000000	0.68005502	0.68005502	0	57,804,677	57,804,677
335.	CWALT 2006-OC9	Total	0.00000000	0.24514318	0.24514318	0	20,837,170	20,837,170
336.	CWALT 2007-10CB	Total	0.00018194	0.15513017	0.15531211	15,464	13,186,065	13,201,529
337.	CWALT 2007-11T1	Total	0.00133841	0.14276354	0.14410195	113,765	12,134,901	12,248,666
338.	CWALT 2007-12T1	Total	0.00051693	0.25025415	0.25077108	43,939	21,271,603	21,315,542
339.	CWALT 2007-13	Total	0.00076284	0.05056694	0.05132978	64,842	4,298,190	4,363,031
340.	CWALT 2007-14T2	Total	0.00002225	0.12538688	0.12540913	1,892	10,657,885	10,659,776
341.	CWALT 2007-15CB	Total	0.00049773	0.11579287	0.11629060	42,307	9,842,394	9,884,701
342.	CWALT 2007-16CB	Group 1	0.00001919	0.08707698	0.08709618	1,632	7,401,544	7,403,175
		Group 2	0.00002989	0.07574515	0.07577504	2,541	6,438,337	6,440,878
		Group 3	0.00000154	0.05005864	0.05006019	131	4,254,985	4,255,116
		Group 4	0.00000798	0.09944509	0.09945307	679	8,452,832	8,453,511
		Group 5	0.00000726	0.03386243	0.03386968	617	2,878,306	2,878,923
343.	CWALT 2007-17CB	Group 1	0.00055266	0.08479159	0.08534425	46,976	7,207,285	7,254,261
		Group 2	0.00029407	0.03890816	0.03920223	24,996	3,307,193	3,332,189
344.	CWALT 2007-18CB	Group 1	0.00032027	0.06268797	0.06300824	27,223	5,328,477	5,355,700
		Group 2	0.00036852	0.08049535	0.08086387	31,324	6,842,105	6,873,429

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
345.	CWALT 2007-19	Group 1	0.00046804	0.25036433	0.25083238	39,784	21,280,968	21,320,752
		Group 2	0.00067012	0.05720009	0.05787021	56,960	4,862,008	4,918,968
346.	CWALT 2007-1T1	Group 1	0.00022312	0.10274953	0.10297265	18,965	8,733,710	8,752,675
		Group 2	0.00012121	0.04049123	0.04061244	10,303	3,441,755	3,452,057
347.	CWALT 2007-20	Total	0.00199507	0.07306027	0.07505534	169,581	6,210,123	6,379,704
348.	CWALT 2007-21CB	Group 1	0.00084541	0.05710383	0.05794923	71,860	4,853,825	4,925,685
		Group 2	0.00017001	0.04791989	0.04808991	14,451	4,073,191	4,087,642
349.	CWALT 2007-22	Group 1	0.00036877	0.05212812	0.05249689	31,346	4,430,890	4,462,236
		Group 2	0.00000001	0.14644974	0.14644976	1	12,448,228	12,448,230
350.	CWALT 2007-23CB	Total	0.00186069	0.21828278	0.22014346	158,158	18,554,036	18,712,194
351.	CWALT 2007-24	Total	0.00071759	0.21910597	0.21982356	60,995	18,624,007	18,685,002
352.	CWALT 2007-25	Group 1	0.00121318	0.15945471	0.16066789	103,120	13,553,651	13,656,770
		Group 2	0.00002513	0.00246190	0.00248702	2,136	209,261	211,397
353.	CWALT 2007-2CB	Group 1	0.00066940	0.11733731	0.11800671	56,899	9,973,671	10,030,571
		Group 2	0.00060500	0.09590455	0.09650955	51,425	8,151,887	8,203,312
354.	CWALT 2007-3T1	Group 1	0.00030144	0.21255024	0.21285168	25,622	18,066,771	18,092,393
		Group 2	0.00001366	0.00358808	0.00360174	1,161	304,987	306,148
355.	CWALT 2007-4CB	Group 1	0.00041383	0.09017588	0.09058971	35,176	7,664,950	7,700,126
		Group 2	0.00000000	0.03165395	0.03165395	0	2,690,586	2,690,586
356.	CWALT 2007-5CB	Group 1	0.00004396	0.37312865	0.37317261	3,737	31,715,935	31,719,672
		Group 2	0.00000338	0.03723375	0.03723713	287	3,164,869	3,165,156
357.	CWALT 2007-6	Total	0.00042361	0.10523662	0.10566023	36,007	8,945,113	8,981,120
358.	CWALT 2007-7T2	Total	0.00000974	0.10503991	0.10504965	828	8,928,392	8,929,220
359.	CWALT 2007-8CB	Total	0.00017067	0.13885057	0.13902124	14,507	11,802,299	11,816,805
360.	CWALT 2007-9T1	Group 1	0.00054262	0.12445613	0.12499876	46,123	10,578,771	10,624,894
		Group 2	0.00042192	0.10119362	0.10161555	35,864	8,601,458	8,637,321
		Group 3	0.00000375	0.00478084	0.00478458	319	406,371	406,690
361.	CWALT 2007-AL1	Total	0.00000000	0.17619171	0.17619171	0	14,976,296	14,976,296
362.	CWALT 2007-HY2	Group 1	0.00000000	0.16257546	0.16257546	0	13,818,914	13,818,914
		Group 2	0.00000000	0.04562659	0.04562659	0	3,878,260	3,878,260
363.	CWALT 2007-HY3	Group 1	0.00000000	0.04442113	0.04442113	0	3,775,796	3,775,796
		Group 2	0.00000000	0.16245325	0.16245325	0	13,808,526	13,808,526
		Group 3	0.00000000	0.03271806	0.03271806	0	2,781,035	2,781,035
364.	CWALT 2007-HY4	Group 1	0.00000000	0.01408672	0.01408672	0	1,197,371	1,197,371

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For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
		Group 2	0.00000000	0.14266379	0.14266379	0	12,126,422	12,126,422
		Group 3	0.00000000	0.06459076	0.06459076	0	5,490,214	5,490,214
		Group 4	0.00000000	0.24618966	0.24618966	0	20,926,121	20,926,121
365.	CWALT 2007-HY6	Total	0.00000000	0.33435106	0.33435106	0	28,419,840	28,419,840
366.	CWALT 2007-HY7C	Total	0.00000000	0.40895706	0.40895706	0	34,761,350	34,761,350
367.	CWALT 2007-HY8C	Total	0.00000000	0.15452660	0.15452660	0	13,134,761	13,134,761
368.	CWALT 2007-HY9	Total	0.00000000	0.20846500	0.20846500	0	17,719,525	17,719,525
369.	CWALT 2007-J1	Group 1	0.00000092	0.03655771	0.03655863	78	3,107,406	3,107,483
		Group 2	0.00000017	0.07409902	0.07409919	14	6,298,417	6,298,431
		Group 3	0.00000000	0.08699724	0.08699724	0	7,394,765	7,394,765
370.	CWALT 2007-J2	Group 1	0.00005525	0.05688205	0.05693730	4,696	4,834,975	4,839,671
		Group 2	0.00008659	0.03918902	0.03927561	7,360	3,331,067	3,338,427
371.	CWALT 2007-OA10	Group 1	0.00000000	0.08572611	0.08572611	0	7,286,719	7,286,719
		Group 2	0.00000000	0.13019221	0.13019221	0	11,066,338	11,066,338
372.	CWALT 2007-OA11	Total	0.00000000	0.22665562	0.22665562	0	19,265,728	19,265,728
373.	CWALT 2007-OA2	Group 1	0.00000000	0.22126704	0.22126704	0	18,807,698	18,807,698
		Group 2	0.00000000	0.14221909	0.14221909	0	12,088,623	12,088,623
374.	CWALT 2007-OA3	Group 1	0.00000000	0.33369308	0.33369308	0	28,363,912	28,363,912
		Group 2	0.00000000	0.19416602	0.19416602	0	16,504,111	16,504,111
375.	CWALT 2007-OA4	Total	0.00000000	0.34129328	0.34129328	0	29,009,929	29,009,929
376.	CWALT 2007-OA6	Total	0.00000000	0.27124240	0.27124240	0	23,055,604	23,055,604
377.	CWALT 2007-OA7	Total	0.00000000	0.38329747	0.38329747	0	32,580,285	32,580,285
378.	CWALT 2007-OA8	Group 1	0.00000000	0.12579799	0.12579799	0	10,692,829	10,692,829
		Group 2	0.00000000	0.21371130	0.21371130	0	18,165,461	18,165,461
379.	CWALT 2007-OA9	Total	0.00000000	0.18911515	0.18911515	0	16,074,788	16,074,788
380.	CWALT 2007-OH1	Total	0.00000000	0.25595945	0.25595945	0	21,756,553	21,756,553
381.	CWALT 2007-OH2	Total	0.00000000	0.46377497	0.46377497	0	39,420,872	39,420,872
382.	CWALT 2007-OH3	Total	0.00000000	0.28208425	0.28208425	0	23,977,162	23,977,162
383.	CWHL 2004-12	Group 1	0.00000000	0.01873583	0.01873583	0	1,592,546	1,592,546
		Group 2	0.00000000	0.01438700	0.01438700	0	1,222,895	1,222,895
		Group 3	0.00000000	0.00517472	0.00517472	0	439,851	439,851
		Group 4	0.00000000	0.00678664	0.00678664	0	576,864	576,864
		Group 5	0.00000000	0.01762049	0.01762049	0	1,497,741	1,497,741
		Group 6	0.00000000	0.02865680	0.02865680	0	2,435,828	2,435,828



**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group**  
**For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
		Group 7	0.00000000	0.00735669	0.00735669	0	625,318	625,318
		Group 8	0.00000000	0.00411600	0.00411600	0	349,860	349,860
		Group 9	0.00000000	0.02495879	0.02495879	0	2,121,497	2,121,497
		Group 10	0.00000000	0.00538127	0.00538127	0	457,408	457,408
		Group 11	0.00000000	0.00652505	0.00652505	0	554,629	554,629
		Group 12	0.00000000	0.01321235	0.01321235	0	1,123,050	1,123,050
		Group 13	0.00000000	0.00205720	0.00205720	0	174,862	174,862
		Group 14	0.00000000	0.00162260	0.00162260	0	137,921	137,921
		Group 15	0.00000000	0.00040397	0.00040397	0	34,337	34,337
		Group 16	0.00000000	0.00688531	0.00688531	0	585,251	585,251
384.	CWHL 2004-16	Group 1	0.00000000	0.02737829	0.02737829	0	2,327,155	2,327,155
		Group 2	0.00000000	0.00563940	0.00563940	0	479,349	479,349
385.	CWHL 2004-20	Group 1	0.00000000	0.01536839	0.01536839	0	1,306,313	1,306,313
		Group 2	0.00000000	0.01251237	0.01251237	0	1,063,552	1,063,552
		Group 3	0.00000000	0.01168948	0.01168948	0	993,606	993,606
386.	CWHL 2004-25	Group 1	0.00000000	0.07795369	0.07795369	0	6,626,063	6,626,063
		Group 2	0.00000000	0.10731291	0.10731291	0	9,121,598	9,121,598
		Group 3	0.00000000	0.00462469	0.00462469	0	393,098	393,098
387.	CWHL 2004-HYB6	Total	0.00000000	0.03435606	0.03435606	0	2,920,265	2,920,265
388.	CWHL 2004-HYB9	Group 1	0.00000000	0.01895821	0.01895821	0	1,611,448	1,611,448
		Group 2	0.00000000	0.01931207	0.01931207	0	1,641,526	1,641,526
389.	CWHL 2005-1	Group 1	0.00000000	0.04583669	0.04583669	0	3,896,118	3,896,118
		Group 2	0.00000000	0.06843865	0.06843865	0	5,817,285	5,817,285
390.	CWHL 2005-2	Group 1	0.00000000	0.04752444	0.04752444	0	4,039,577	4,039,577
		Group 2	0.00000000	0.08724206	0.08724206	0	7,415,575	7,415,575
391.	CWHL 2005-3	Group 1	0.00000000	0.16134253	0.16134253	0	13,714,115	13,714,115
		Group 2	0.00000000	0.01135634	0.01135634	0	965,289	965,289
392.	CWHL 2005-7	Group 1	0.00000000	0.01131076	0.01131076	0	961,415	961,415
		Group 2	0.00000000	0.04136671	0.04136671	0	3,516,170	3,516,170
		Group 3	0.00000000	0.03298981	0.03298981	0	2,804,134	2,804,134
393.	CWHL 2005-9	Group 1	0.00000000	0.18582467	0.18582467	0	15,795,097	15,795,097
		Group 2	0.00000000	0.00452527	0.00452527	0	384,648	384,648
394.	CWHL 2005-HYB1	Group 1	0.00000000	0.01487416	0.01487416	0	1,264,303	1,264,303
		Group 2	0.00000000	0.00812851	0.00812851	0	690,923	690,923

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group**  
**For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
		Group 3	0.00000000	0.00070388	0.00070388	0	59,830	59,830
		Group 4	0.00000000	0.02275070	0.02275070	0	1,933,810	1,933,810
		Group 5	0.00000000	0.00291814	0.00291814	0	248,042	248,042
		Group 6	0.00000000	0.00155573	0.00155573	0	132,237	132,237
395.	CWHL 2005-HYB4	Group 1	0.00000000	0.00526650	0.00526650	0	447,652	447,652
		Group 2	0.00000000	0.11128282	0.11128282	0	9,459,040	9,459,040
396.	CWHL 2005-HYB5	Group 1	0.00000000	0.03033974	0.03033974	0	2,578,878	2,578,878
		Group 2	0.00000000	0.02638919	0.02638919	0	2,243,081	2,243,081
		Group 3	0.00000000	0.02929277	0.02929277	0	2,489,886	2,489,886
		Group 4	0.00000000	0.01728232	0.01728232	0	1,468,997	1,468,997
397.	CWHL 2005-HYB6	Group 1	0.00000000	0.02000477	0.02000477	0	1,700,405	1,700,405
		Group 2	0.00000000	0.08035462	0.08035462	0	6,830,142	6,830,142
		Group 3	0.00000000	0.01661358	0.01661358	0	1,412,155	1,412,155
		Group 4	0.00000000	0.03025480	0.03025480	0	2,571,658	2,571,658
		Group 5	0.00000000	0.00968529	0.00968529	0	823,250	823,250
398.	CWHL 2005-HYB8	Group 1	0.00000000	0.00476554	0.00476554	0	405,071	405,071
		Group 2	0.00000000	0.01640744	0.01640744	0	1,394,632	1,394,632
		Group 3	0.00000000	0.00568886	0.00568886	0	483,553	483,553
		Group 4	0.00000000	0.07335479	0.07335479	0	6,235,157	6,235,157
399.	CWHL 2005-HYB9	Group 1	0.00000000	0.02376344	0.02376344	0	2,019,892	2,019,892
		Group 2	0.00000000	0.04669817	0.04669817	0	3,969,345	3,969,345
		Group 3	0.00000000	0.07202702	0.07202702	0	6,122,296	6,122,296
		Group 4	0.00000000	0.02842730	0.02842730	0	2,416,320	2,416,320
		Group 5	0.00000000	0.03710271	0.03710271	0	3,153,730	3,153,730
400.	CWHL 2006-3	Group 1	0.00000000	0.15731215	0.15731215	0	13,371,533	13,371,533
		Group 2	0.00000000	0.09598766	0.09598766	0	8,158,952	8,158,952
		Group 3	0.00000000	0.08505702	0.08505702	0	7,229,847	7,229,847
401.	CWHL 2006-HYB1	Group 1	0.00000000	0.15583827	0.15583827	0	13,246,253	13,246,253
		Group 2	0.00000000	0.11278426	0.11278426	0	9,586,662	9,586,662
		Group 3	0.00000000	0.05156848	0.05156848	0	4,383,320	4,383,320
402.	CWHL 2006-HYB3	Group 1	0.00000000	0.02009172	0.02009172	0	1,707,797	1,707,797
		Group 2	0.00000000	0.07068692	0.07068692	0	6,008,388	6,008,388
		Group 3	0.00000000	0.08663796	0.08663796	0	7,364,226	7,364,226
		Group 4	0.00000000	0.05536481	0.05536481	0	4,706,009	4,706,009

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
403.	CWHL 2006-HYB4	Group 1	0.00000000	0.03195280	0.03195280	0	2,715,988	2,715,988
		Group 2	0.00000000	0.02461877	0.02461877	0	2,092,596	2,092,596
		Group 3	0.00000000	0.05943384	0.05943384	0	5,051,877	5,051,877
		Group 4	0.00000000	0.02929388	0.02929388	0	2,489,980	2,489,980
404.	CWHL 2006-OA4	Total	0.00000000	0.30021460	0.30021460	0	25,518,241	25,518,241
405.	CWHL 2006-OA5	Group 1	0.00000000	0.21712506	0.21712506	0	18,455,630	18,455,630
		Group 2	0.00000000	0.19611303	0.19611303	0	16,669,608	16,669,608
		Group 3	0.00000000	0.10286626	0.10286626	0	8,743,632	8,743,632
406.	CWHL 2006-TM1	Total	0.00000000	0.12700646	0.12700646	0	10,795,549	10,795,549
407.	CWHL 2007-HY6	Group 1	0.00000000	0.08548927	0.08548927	0	7,266,588	7,266,588
		Group 2	0.00000000	0.02586723	0.02586723	0	2,198,715	2,198,715
		Group 3	0.00000000	0.09362507	0.09362507	0	7,958,131	7,958,131
		Group 4	0.00000000	0.06457125	0.06457125	0	5,488,556	5,488,556
408.	CWHL 2007-HYB2	Group 1	0.00000000	0.00111063	0.00111063	0	94,404	94,404
		Group 2	0.00000000	0.06379921	0.06379921	0	5,422,933	5,422,933
		Group 3	0.00000000	0.11552380	0.11552380	0	9,819,523	9,819,523
		Group 4	0.00000000	0.05436061	0.05436061	0	4,620,651	4,620,651
409.	CWHL 2004-10	Total	0.00000000	0.00201876	0.00201876	0	171,595	171,595
410.	CWHL 2004-11	Group 1	0.00000000	0.00037988	0.00037988	0	32,289	32,289
		Group 2	0.00000000	0.00464065	0.00464065	0	394,455	394,455
		Group 3	0.00000000	0.00027836	0.00027836	0	23,661	23,661
411.	CWHL 2004-13	Group 1	0.00000000	0.00247115	0.00247115	0	210,048	210,048
		Group 2	0.00000000	0.00587722	0.00587722	0	499,564	499,564
412.	CWHL 2004-14	Group 1	0.00000000	0.00086255	0.00086255	0	73,317	73,317
		Group 2	0.00000000	0.00370452	0.00370452	0	314,884	314,884
		Group 3	0.00000000	0.00266061	0.00266061	0	226,152	226,152
		Group 4	0.00000000	0.00092173	0.00092173	0	78,347	78,347
413.	CWHL 2004-15	Group 1	0.00000000	0.00073814	0.00073814	0	62,742	62,742
		Group 2	0.00000000	0.00122798	0.00122798	0	104,378	104,378
		Group 3	0.00000000	0.00278544	0.00278544	0	236,762	236,762
		Group 4	0.00000000	0.00569331	0.00569331	0	483,931	483,931
		Group 5	0.00000000	0.00352845	0.00352845	0	299,918	299,918
414.	CWHL 2004-18	Total	0.00000000	0.00507276	0.00507276	0	431,185	431,185
415.	CWHL 2004-19	Total	0.00000000	0.00625780	0.00625780	0	531,913	531,913

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group**  
**For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
416.	CWHL 2004-2	Group 1	0.00000000	0.00100111	0.00100111	0	85,094	85,094
		Group 2	0.00000000	0.00054368	0.00054368	0	46,213	46,213
		Group 3	0.00000000	0.00021291	0.00021291	0	18,098	18,098
417.	CWHL 2004-21	Total	0.00000000	0.00698343	0.00698343	0	593,592	593,592
418.	CWHL 2004-22	Total	0.00000000	0.02662454	0.02662454	0	2,263,086	2,263,086
419.	CWHL 2004-23	Total	0.00000000	0.02314127	0.02314127	0	1,967,008	1,967,008
420.	CWHL 2004-24	Total	0.00000001	0.00925072	0.00925073	1	786,311	786,312
421.	CWHL 2004-29	Group 1	0.00000000	0.01202151	0.01202151	0	1,021,828	1,021,828
		Group 2	0.00000000	0.02969328	0.02969328	0	2,523,929	2,523,929
		Group 3	0.00000000	0.03470630	0.03470630	0	2,950,036	2,950,036
422.	CWHL 2004-3	Total	0.00000000	0.00244864	0.00244864	0	208,134	208,134
423.	CWHL 2004-4	Total	0.00000000	0.00485308	0.00485308	0	412,512	412,512
424.	CWHL 2004-5	Group 1	0.00000000	0.00365629	0.00365629	0	310,785	310,785
		Group 2	0.00000000	0.00314899	0.00314899	0	267,664	267,664
425.	CWHL 2004-6	Group 1	0.00000000	0.00279210	0.00279210	0	237,328	237,328
		Group 2	0.00000000	0.00135348	0.00135348	0	115,046	115,046
426.	CWHL 2004-7	Group 1	0.00000000	0.00030439	0.00030439	0	25,873	25,873
		Group 2	0.00000000	0.00323971	0.00323971	0	275,376	275,376
		Group 3	0.00000000	0.00365574	0.00365574	0	310,738	310,738
		Group 4	0.00000000	0.00176327	0.00176327	0	149,878	149,878
		Group 5	0.00000000	0.00381438	0.00381438	0	324,223	324,223
		Group 6	0.00000000	0.00353097	0.00353097	0	300,132	300,132
427.	CWHL 2004-8	Group 1	0.00000000	0.00805147	0.00805147	0	684,375	684,375
		Group 2	0.00000000	0.00015317	0.00015317	0	13,020	13,020
428.	CWHL 2004-9	Total	0.00000000	0.00315629	0.00315629	0	268,284	268,284
429.	CWHL 2004-HYB1	Group 1	0.00000000	0.00011457	0.00011457	0	9,738	9,738
		Group 2	0.00000000	0.00346908	0.00346908	0	294,872	294,872
430.	CWHL 2004-HYB2	Group 1	0.00000000	0.00047988	0.00047988	0	40,790	40,790
		Group 2	0.00000000	0.00089464	0.00089464	0	76,044	76,044
		Group 3	0.00000000	0.00133326	0.00133326	0	113,327	113,327
		Group 4	0.00000000	0.00000000	0.00000000	0	0	0
		Group 5	0.00000000	0.00001809	0.00001809	0	1,538	1,538
		Group 6	0.00000000	0.00040282	0.00040282	0	34,240	34,240
431.	CWHL 2004-HYB3	Group 1	0.00000000	0.00123016	0.00123016	0	104,563	104,563

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
		Group 2	0.00000000	0.00445991	0.00445991	0	379,092	379,092
		Group 3	0.00000000	0.00016874	0.00016874	0	14,343	14,343
432.	CWHL 2004-HYB4	Group 1	0.00000000	0.00021682	0.00021682	0	18,430	18,430
		Group 2	0.00000000	0.00642515	0.00642515	0	546,138	546,138
		Group 3	0.00000000	0.00070513	0.00070513	0	59,936	59,936
433.	CWHL 2004-HYB5	Group 1	0.00000000	0.00301274	0.00301274	0	256,083	256,083
		Group 2	0.00000000	0.00388545	0.00388545	0	330,263	330,263
		Group 3	0.00000000	0.00586037	0.00586037	0	498,131	498,131
		Group 4	0.00000000	0.00532271	0.00532271	0	452,431	452,431
		Group 5	0.00000000	0.00071541	0.00071541	0	60,810	60,810
		Group 6	0.00000000	0.02644985	0.02644985	0	2,248,237	2,248,237
		Group 7	0.00000000	0.00343439	0.00343439	0	291,923	291,923
		Group 8	0.00000000	0.00136212	0.00136212	0	115,781	115,781
434.	CWHL 2004-HYB7	Group 1	0.00000000	0.01690522	0.01690522	0	1,436,944	1,436,944
		Group 2	0.00000000	0.00082675	0.00082675	0	70,274	70,274
		Group 3	0.00000000	0.00039718	0.00039718	0	33,760	33,760
		Group 4	0.00000000	0.00104205	0.00104205	0	88,574	88,574
		Group 5	0.00000000	0.00249304	0.00249304	0	211,908	211,908
435.	CWHL 2004-HYB8	Group 1	0.00000000	0.00082076	0.00082076	0	69,764	69,764
		Group 2	0.00000000	0.00052800	0.00052800	0	44,880	44,880
		Group 3	0.00000000	0.00000000	0.00000000	0	0	0
		Group 4	0.00000000	0.00232731	0.00232731	0	197,821	197,821
		Group 5	0.00000000	0.00093781	0.00093781	0	79,714	79,714
		Group 6	0.00000000	0.00233011	0.00233011	0	198,059	198,059
		Group 7	0.00000000	0.00585563	0.00585563	0	497,728	497,728
		Group 8	0.00000000	0.00919749	0.00919749	0	781,787	781,787
		Group 9	0.00000000	0.00168835	0.00168835	0	143,510	143,510
436.	CWHL 2004-J2	Total	0.00000000	0.00243765	0.00243765	0	207,200	207,200
437.	CWHL 2004-J3	Total	0.00000000	0.00274450	0.00274450	0	233,283	233,283
438.	CWHL 2004-J4	Group 1	0.00000000	0.00000095	0.00000095	0	81	81
		Group 2	0.00000000	0.00000000	0.00000000	0	0	0
		Group 3	0.00000000	0.00000000	0.00000000	0	0	0
439.	CWHL 2004-J5	Total	0.00000000	0.00205646	0.00205646	0	174,799	174,799
440.	CWHL 2004-J6	Group 1	0.00000000	0.00007769	0.00007769	0	6,604	6,604

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
		Group 2	0.00000000	0.00000000	0.00000000	0	0	0
		Group 3	0.00000000	0.00000004	0.00000004	0	3	3
441.	CWHL 2004-J7	Group 1	0.00000000	0.00094086	0.00094086	0	79,973	79,973
		Group 2	0.00000000	0.00000000	0.00000000	0	0	0
		Group 3	0.00000000	0.00004896	0.00004896	0	4,162	4,162
442.	CWHL 2004-J8	Group 1	0.00000000	0.00000005	0.00000005	0	5	5
		Group 2	0.00000000	0.00000000	0.00000000	0	0	0
		Group 3	0.00000000	0.00202489	0.00202489	0	172,116	172,116
443.	CWHL 2004-J9	Group 1	0.00000000	0.00048132	0.00048132	0	40,912	40,912
		Group 2	0.00000013	0.00515588	0.00515601	11	438,250	438,261
		Group 3	0.00000000	0.00023885	0.00023885	0	20,302	20,302
		Group 4	0.00000000	0.00000000	0.00000000	0	0	0
444.	CWHL 2005-10	Total	0.00000448	0.01275086	0.01275534	380	1,083,823	1,084,204
445.	CWHL 2005-11	Group 1	0.00000000	0.01015706	0.01015706	0	863,351	863,351
		Group 2	0.00000000	0.00389787	0.00389787	0	331,319	331,319
		Group 3	0.00000000	0.03502350	0.03502350	0	2,976,997	2,976,997
		Group 4	0.00000000	0.04251451	0.04251451	0	3,613,733	3,613,733
		Group 5	0.00000000	0.00161297	0.00161297	0	137,102	137,102
		Group 6	0.00000000	0.02179865	0.02179865	0	1,852,885	1,852,885
446.	CWHL 2005-12	Group 1	0.00000000	0.02082731	0.02082732	0	1,770,322	1,770,322
		Group 2	0.00000000	0.01565731	0.01565731	0	1,330,872	1,330,872
447.	CWHL 2005-13	Total	0.00000994	0.01950882	0.01951875	845	1,658,249	1,659,094
448.	CWHL 2005-14	Total	0.00003888	0.01389729	0.01393617	3,304	1,181,270	1,184,574
449.	CWHL 2005-15	Total	0.00000093	0.02633194	0.02633288	79	2,238,215	2,238,295
450.	CWHL 2005-16	Total	0.00000834	0.02430522	0.02431355	709	2,065,944	2,066,652
451.	CWHL 2005-17	Group 1	0.00000775	0.02231809	0.02232585	659	1,897,038	1,897,697
		Group 2	0.00004291	0.02299910	0.02304201	3,647	1,954,924	1,958,571
452.	CWHL 2005-18	Total	0.00005453	0.03021253	0.03026706	4,635	2,568,065	2,572,700
453.	CWHL 2005-20	Total	0.00000149	0.02714310	0.02714459	126	2,307,164	2,307,290
454.	CWHL 2005-21	Group 1	0.00009231	0.05911480	0.05920711	7,846	5,024,758	5,032,604
		Group 2	0.00000151	0.00964220	0.00964371	128	819,587	819,715
455.	CWHL 2005-22	Group 1	0.00000000	0.03771726	0.03771726	0	3,205,967	3,205,967
		Group 2	0.00000000	0.02189440	0.02189440	0	1,861,024	1,861,024
		Group 3	0.00000000	0.01522104	0.01522104	0	1,293,788	1,293,788

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
		Group 4	0.00000000	0.01371947	0.01371947	0	1,166,155	1,166,155
456.	CWHL 2005-23	Total	0.00021297	0.03776452	0.03797749	18,103	3,209,984	3,228,087
457.	CWHL 2005-24	Total	0.00014382	0.07452477	0.07466859	12,225	6,334,605	6,346,830
458.	CWHL 2005-25	Total	0.00003308	0.02690411	0.02693720	2,812	2,286,850	2,289,662
459.	CWHL 2005-26	Group 1	0.00003061	0.02881119	0.02884180	2,602	2,448,951	2,451,553
		Group 2	0.00000000	0.00472707	0.00472707	0	401,801	401,801
460.	CWHL 2005-27	Group 1	0.00003598	0.02385025	0.02388622	3,058	2,027,271	2,030,329
		Group 2	0.00001586	0.01204193	0.01205779	1,348	1,023,564	1,024,912
461.	CWHL 2005-28	Total	0.00004326	0.03346408	0.03350734	3,677	2,844,447	2,848,124
462.	CWHL 2005-29	Total	0.00045467	0.03515130	0.03560597	38,647	2,987,860	3,026,507
463.	CWHL 2005-30	Total	0.00009344	0.04154761	0.04164105	7,942	3,531,547	3,539,489
464.	CWHL 2005-31	Group 1	0.00000000	0.00621958	0.00621958	0	528,664	528,664
		Group 2	0.00000000	0.02954196	0.02954196	0	2,511,067	2,511,067
		Group 3	0.00000000	0.01861207	0.01861207	0	1,582,026	1,582,026
		Group 4	0.00000000	0.04201926	0.04201926	0	3,571,637	3,571,637
465.	CWHL 2005-5	Total	0.00000001	0.01069907	0.01069907	0	909,421	909,421
466.	CWHL 2005-6	Group 1	0.00000015	0.02456227	0.02456242	13	2,087,793	2,087,806
		Group 2	0.00000001	0.00449038	0.00449039	1	381,682	381,683
467.	CWHL 2005-HY10	Group 1	0.00000000	0.01227638	0.01227638	0	1,043,493	1,043,493
		Group 2	0.00000000	0.06878028	0.06878028	0	5,846,324	5,846,324
		Group 3	0.00000000	0.09255589	0.09255589	0	7,867,251	7,867,251
		Group 4	0.00000000	0.06164514	0.06164514	0	5,239,836	5,239,836
		Group 5	0.00000000	0.01856852	0.01856852	0	1,578,324	1,578,324
468.	CWHL 2005-HYB2	Group 1	0.00000000	0.01612799	0.01612799	0	1,370,879	1,370,879
		Group 2	0.00000000	0.02474964	0.02474964	0	2,103,719	2,103,719
469.	CWHL 2005-HYB3	Group 1	0.00000000	0.00736373	0.00736373	0	625,917	625,917
		Group 2	0.00000000	0.03174084	0.03174084	0	2,697,972	2,697,972
		Group 3	0.00000000	0.01155120	0.01155120	0	981,852	981,852
470.	CWHL 2005-HYB7	Group 1	0.00000000	0.01265800	0.01265800	0	1,075,930	1,075,930
		Group 2	0.00000000	0.00073912	0.00073912	0	62,825	62,825
		Group 3	0.00000000	0.06722531	0.06722531	0	5,714,151	5,714,151
		Group 4	0.00000000	0.01912966	0.01912966	0	1,626,021	1,626,021
		Group 5	0.00000000	0.01101462	0.01101462	0	936,243	936,243
		Group 6	0.00000000	0.08898353	0.08898353	0	7,563,600	7,563,600

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only Certificates	All Other Certificates	All Certificates	Principal Only Certificates	All Other Certificates	All Certificates
			(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
471.	CWHL 2005-J1	Group 1	0.00000000	0.00032292	0.00032292	0	27,448	27,448
		Group 2	0.00000000	0.00000000	0.00000000	0	0	0
472.	CWHL 2005-J2	Group 1	0.00000000	0.00000538	0.00000538	0	457	457
		Group 2	0.00000000	0.00882080	0.00882080	0	749,768	749,768
		Group 3	0.00000093	0.02399183	0.02399276	79	2,039,306	2,039,384
473.	CWHL 2005-J3	Group 1	0.00001258	0.01419969	0.01421227	1,069	1,206,974	1,208,043
		Group 2	0.00000011	0.00619856	0.00619867	9	526,877	526,887
474.	CWHL 2005-J4	Total	0.00000189	0.00832902	0.00833090	160	707,966	708,127
475.	CWHL 2006-1	Total	0.00063269	0.05225259	0.05288528	53,779	4,441,470	4,495,249
476.	CWHL 2006-10	Group 1	0.00026302	0.05811661	0.05837963	22,357	4,939,912	4,962,269
		Group 2	0.00000879	0.00779026	0.00779905	747	662,172	662,919
477.	CWHL 2006-11	Total	0.00018970	0.07649702	0.07668672	16,125	6,502,247	6,518,372
478.	CWHL 2006-12	Total	0.00010145	0.07315251	0.07325396	8,623	6,217,964	6,226,587
479.	CWHL 2006-13	Total	0.00006781	0.05716722	0.05723503	5,764	4,859,213	4,864,978
480.	CWHL 2006-14	Total	0.00008729	0.03139767	0.03148497	7,420	2,668,802	2,676,222
481.	CWHL 2006-15	Total	0.00002973	0.04178567	0.04181540	2,527	3,551,782	3,554,309
482.	CWHL 2006-16	Group 1	0.00002636	0.04510407	0.04513044	2,241	3,833,846	3,836,087
		Group 2	0.00001862	0.02773423	0.02775285	1,582	2,357,410	2,358,992
		Group 3	0.00000000	0.03536311	0.03536311	0	3,005,865	3,005,865
483.	CWHL 2006-17	Total	0.00002402	0.06157853	0.06160256	2,042	5,234,175	5,236,217
484.	CWHL 2006-18	Group 1	0.00001298	0.01880038	0.01881336	1,103	1,598,032	1,599,135
		Group 2	0.00010295	0.03319835	0.03330130	8,751	2,821,860	2,830,611
485.	CWHL 2006-19	Total	0.00034260	0.12768006	0.12802266	29,121	10,852,805	10,881,926
486.	CWHL 2006-20	Total	0.00045430	0.11976916	0.12022346	38,615	10,180,379	10,218,994
487.	CWHL 2006-21	Total	0.00029328	0.11626942	0.11656270	24,929	9,882,901	9,907,829
488.	CWHL 2006-6	Total	0.00015406	0.04674628	0.04690034	13,095	3,973,434	3,986,529
489.	CWHL 2006-8	Group 1	0.00021389	0.05411407	0.05432796	18,180	4,599,696	4,617,876
		Group 2	0.00010391	0.02314483	0.02324874	8,832	1,967,310	1,976,143
		Group 3	0.00004874	0.00600538	0.00605412	4,143	510,457	514,600
490.	CWHL 2006-9	Total	0.00015580	0.04937508	0.04953088	13,243	4,196,882	4,210,124
491.	CWHL 2006-HYB2	Group 1	0.00000000	0.02688843	0.02688843	0	2,285,517	2,285,517
		Group 2	0.00000000	0.09249100	0.09249100	0	7,861,735	7,861,735
		Group 3	0.00000000	0.01749797	0.01749797	0	1,487,327	1,487,327
		Group 4	0.00000000	0.01567701	0.01567701	0	1,332,546	1,332,546



**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only Certificates	All Other Certificates	All Certificates	Principal Only Certificates	All Other Certificates	All Certificates
			(4)	(5)	(6)	(7) = \$8.5 Billion*(4)	(8) = \$8.5 Billion*(5)	(9) = \$8.5 Billion*(6)
492.	CWHL 2006-HYB5	Group 1	0.00000000	0.00895848	0.00895848	0	761,471	761,471
		Group 2	0.00000000	0.07579336	0.07579336	0	6,442,435	6,442,435
		Group 3	0.00000000	0.04246956	0.04246956	0	3,609,912	3,609,912
		Group 4	0.00000000	0.01554947	0.01554947	0	1,321,705	1,321,705
493.	CWHL 2006-J1	Group 1	0.00000188	0.02272987	0.02273176	160	1,932,039	1,932,199
		Group 2	0.00000002	0.00249424	0.00249426	2	212,011	212,012
		Group 3	0.00000000	0.01137837	0.01137837	0	967,162	967,162
494.	CWHL 2006-J2	Total	0.00000050	0.01839054	0.01839105	43	1,563,196	1,563,239
495.	CWHL 2006-J3	Total	0.00000000	0.00662881	0.00662881	0	563,449	563,449
496.	CWHL 2006-J4	Total	0.00020250	0.05110116	0.05130366	17,212	4,343,599	4,360,811
497.	CWHL 2007-1	Total	0.00043324	0.09273682	0.09317006	36,825	7,882,630	7,919,455
498.	CWHL 2007-10	Total	0.00000019	0.09621139	0.09621158	16	8,177,968	8,177,985
499.	CWHL 2007-11	Total	0.00007225	0.13892603	0.13899829	6,142	11,808,713	11,814,854
500.	CWHL 2007-12	Total	0.00011987	0.02972172	0.02984159	10,189	2,526,346	2,536,535
501.	CWHL 2007-13	Total	0.00004250	0.05996026	0.06000275	3,612	5,096,622	5,100,234
502.	CWHL 2007-14	Total	0.00109848	0.05029585	0.05139433	93,371	4,275,147	4,368,518
503.	CWHL 2007-15	Group 1	0.00001626	0.06054200	0.06055826	1,382	5,146,070	5,147,452
		Group 2	0.00000339	0.08022307	0.08022647	289	6,818,961	6,819,250
504.	CWHL 2007-16	Total	0.00011630	0.09133424	0.09145054	9,886	7,763,410	7,773,296
505.	CWHL 2007-17	Group 1	0.00013305	0.03413538	0.03426843	11,309	2,901,507	2,912,816
		Group 2	0.00000060	0.04590570	0.04590630	51	3,901,985	3,902,035
		Group 3	0.00000000	0.02020753	0.02020753	0	1,717,640	1,717,640
		Group 4	0.00000000	0.00044867	0.00044867	0	38,137	38,137
506.	CWHL 2007-18	Group 1	0.00013696	0.02127958	0.02141654	11,642	1,808,764	1,820,406
		Group 2	0.00000000	0.02450571	0.02450571	0	2,082,986	2,082,986
507.	CWHL 2007-19	Group 1	0.00020077	0.05281653	0.05301730	17,066	4,489,405	4,506,471
		Group 2	0.00023570	0.01285758	0.01309327	20,034	1,092,894	1,112,928
508.	CWHL 2007-2	Total	0.00021402	0.05894194	0.05915597	18,192	5,010,065	5,028,257
509.	CWHL 2007-20	Total	0.00042666	0.03550800	0.03593466	36,266	3,018,180	3,054,446
510.	CWHL 2007-21	Group 1	0.00064374	0.08383163	0.08447536	54,718	7,125,688	7,180,406
		Group 2	0.00003464	0.00203009	0.00206473	2,945	172,558	175,502
511.	CWHL 2007-3	Total	0.00044688	0.13848320	0.13893008	37,985	11,771,072	11,809,057
512.	CWHL 2007-4	Total	0.00000109	0.16703636	0.16703745	93	14,198,091	14,198,183
513.	CWHL 2007-5	Total	0.00006831	0.08573965	0.08580796	5,806	7,287,870	7,293,677

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group**  
**For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only	All Other	All	Principal Only	All Other	All
			Certificates	Certificates	Certificates	Certificates	Certificates	Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)
514.	CWHL 2007-6	Total	0.00000011	0.10238786	0.10238797	9	8,702,968	8,702,977
515.	CWHL 2007-7	Total	0.00029157	0.06650259	0.06679416	24,783	5,652,720	5,677,504
516.	CWHL 2007-8	Total	0.00000000	0.12466880	0.12466880	0	10,596,848	10,596,848
517.	CWHL 2007-9	Total	0.00015753	0.05646568	0.05662321	13,390	4,799,583	4,812,973
518.	CWHL 2007-HY1	Group 1	0.00000000	0.04800625	0.04800625	0	4,080,532	4,080,532
		Group 2	0.00000000	0.02004357	0.02004357	0	1,703,704	1,703,704
519.	CWHL 2007-HY3	Group 1	0.00000000	0.00565408	0.00565408	0	480,597	480,597
		Group 2	0.00000000	0.01293861	0.01293861	0	1,099,782	1,099,782
		Group 3	0.00000000	0.03203681	0.03203681	0	2,723,129	2,723,129
		Group 4	0.00000000	0.04266907	0.04266907	0	3,626,871	3,626,871
520.	CWHL 2007-HY4	Group 1	0.00000000	0.08263232	0.08263232	0	7,023,747	7,023,747
		Group 2	0.00000000	0.01335455	0.01335455	0	1,135,136	1,135,136
		Group 3	0.00000000	0.01598559	0.01598559	0	1,358,775	1,358,775
521.	CWHL 2007-HY5	Group 1	0.00000000	0.03915775	0.03915775	0	3,328,409	3,328,409
		Group 2	0.00000000	0.00755384	0.00755384	0	642,077	642,077
		Group 3	0.00000000	0.01771624	0.01771624	0	1,505,880	1,505,880
522.	CWHL 2007-HY7	Group 1	0.00000000	0.01409282	0.01409282	0	1,197,890	1,197,890
		Group 2	0.00000000	0.05888854	0.05888854	0	5,005,526	5,005,526
		Group 3	0.00000000	0.04374707	0.04374707	0	3,718,501	3,718,501
		Group 4	0.00000000	0.03173929	0.03173929	0	2,697,840	2,697,840
523.	CWHL 2007-HYB1	Group 1	0.00000000	0.02882927	0.02882927	0	2,450,488	2,450,488
		Group 2	0.00000000	0.10763298	0.10763298	0	9,148,803	9,148,803
		Group 3	0.00000000	0.04152163	0.04152163	0	3,529,339	3,529,339
		Group 4	0.00000000	0.02421365	0.02421365	0	2,058,161	2,058,161
		Group 5	0.00000000	0.02774793	0.02774793	0	2,358,574	2,358,574
524.	CWHL 2007-J1	Group 1	0.00007533	0.01708340	0.01715873	6,403	1,452,089	1,458,492
		Group 2	0.00002298	0.05335963	0.05338261	1,954	4,535,569	4,537,522
525.	CWHL 2007-J2	Group 1	0.00011137	0.01828880	0.01840017	9,466	1,554,548	1,564,014
		Group 2	0.00023486	0.08060783	0.08084269	19,963	6,851,665	6,871,629
526.	CWHL 2007-J3	Total	0.00006643	0.03927385	0.03934028	5,647	3,338,277	3,343,924
527.	CWHL 2008-1	Total	0.00000117	0.01039822	0.01039939	100	883,849	883,948
528.	CWL 2004-S1	Total	0.00000000	0.00040891	0.00040891	0	34,758	34,758
529.	CWHEL 2006-A	Total	0.00000000	0.30032673	0.30032673	0	25,527,772	25,527,772
530.	CWHEL 2007-G	Total	0.00000000	0.17266446	0.17266446	0	14,676,479	14,676,479

**Net Loss Percentages and Allocable Shares by Covered Trust and Loan Group  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Net Loss Percentage			Allocable Shares		
			Principal Only Certificates	All Other Certificates	All Certificates	Principal Only Certificates	All Other Certificates	All Certificates
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
						= \$8.5 Billion*(4)	= \$8.5 Billion*(5)	= \$8.5 Billion*(6)

**Notes and Sources:**

- The analysis uses loan-level data available as of the end of September 2015. Given that the final approval for the Settlement occurred on October 13, 2015, the latest reporting period was September 2015.
- Loan-level performance data as of September 2015 are from the BNYM Corporate Trust Investor Reporting website: <https://gctinvestorreporting.bnymellon.com> and from loan-level performance data files of private Trusts received from Counsel.

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
<b>Across 530 Covered Trusts</b>			<b>\$ 67,050,431,925</b>	<b>\$ 10,173,366,656</b>	<b>\$ 77,223,798,581</b>	<b>100.00%</b>
1.	CWL 2004-1	Group 1	\$ 67,241,523	\$ 6,476,680	\$ 73,718,203	0.09546047%
		Group 2	22,596,815	2,049,722	24,646,537	0.03191573
		Group 3	22,559,994	1,899,218	24,459,212	0.03167315
2.	CWL 2004-10	Group 1	36,811,878	8,504,072	45,315,950	0.05868133
		Group 2	118,300,522	14,966,223	133,266,745	0.17257212
		Group 3	55,187,354	5,113,456	60,300,811	0.07808579
3.	CWL 2004-11	Total	62,411,884	8,143,977	70,555,861	0.09136544
4.	CWL 2004-12	Group 1	26,450,735	6,658,773	33,109,508	0.04287475
		Group 2	109,740,390	14,881,112	124,621,502	0.16137707
		Group 3	61,918,188	7,585,336	69,503,524	0.09000273
5.	CWL 2004-13	Group 1	37,970,596	7,247,476	45,218,072	0.05855458
		Group 2	133,914,625	18,197,491	152,112,116	0.19697570
6.	CWL 2004-14	Total	53,606,130	8,417,787	62,023,916	0.08031710
7.	CWL 2004-15	Group 1	25,639,448	6,283,183	31,922,630	0.04133781
		Group 2	78,829,128	8,967,508	87,796,636	0.11369116
		Group 3	55,051,984	6,121,283	61,173,268	0.07921556
8.	CWL 2004-2	Group 1	60,161,289	5,354,447	65,515,736	0.08483879
		Group 2	20,262,759	1,946,439	22,209,198	0.02875953
		Group 3	33,338,342	3,267,055	36,605,397	0.04740170
9.	CWL 2004-3	Group 1	37,275,398	4,430,285	41,705,682	0.05400626
		Group 2	21,378,698	1,981,316	23,360,014	0.03024976
		Group 3	27,860,880	2,986,227	30,847,107	0.03994508
10.	CWL 2004-4	Group 1	41,531,734	3,951,170	45,482,903	0.05889752
		Group 2	18,379,315	2,145,405	20,524,721	0.02657823
		Group 3	18,477,440	1,586,087	20,063,527	0.02598102
11.	CWL 2004-5	Group 1	72,340,774	9,179,635	81,520,409	0.10556384
		Group 2	63,378,144	8,108,691	71,486,835	0.09257099
		Group 3	30,241,259	2,533,142	32,774,401	0.04244080
		Group 4	26,893,059	3,655,843	30,548,902	0.03955892
12.	CWL 2004-6	Group 1	129,841,780	16,147,852	145,989,632	0.18904746
		Group 2	100,348,470	12,064,086	112,412,555	0.14556724
13.	CWL 2004-7	Group 1	27,618,042	5,616,682	33,234,724	0.04303689

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 2	59,212,609	8,399,211	67,611,820	0.08755309
		Group 3	73,988,254	7,353,865	81,342,119	0.10533297
14.	CWL 2004-8	Group 1	21,387,277	3,611,359	24,998,637	0.03237167
		Group 2	22,028,254	2,731,346	24,759,600	0.03206214
15.	CWL 2004-9	Group 1	16,791,224	2,565,569	19,356,793	0.02506584
		Group 2	44,770,459	4,579,870	49,350,329	0.06390560
		Group 3	24,995,600	3,765,856	28,761,456	0.03724429
16.	CWL 2004-AB1	Group 1	55,047,625	3,864,892	58,912,518	0.07628803
		Group 2	40,136,717	3,150,263	43,286,979	0.05605394
17.	CWL 2004-AB2	Total	117,606,322	11,640,060	129,246,382	0.16736600
18.	CWL 2004-BC2	Total	7,747,030	612,096	8,359,126	0.01082455
19.	CWL 2004-BC3	Group 1	13,318,397	672,825	13,991,222	0.01811776
		Group 2	1,232,513	97,468	1,329,981	0.00172224
20.	CWL 2004-BC4	Group 1	32,289,203	4,434,752	36,723,954	0.04755523
		Group 2	7,328,817	930,118	8,258,936	0.01069481
21.	CWL 2004-BC5	Total	43,968,365	5,970,144	49,938,509	0.06466725
22.	CWL 2004-ECC1	Group 1	14,319,114	1,683,172	16,002,286	0.02072196
		Group 2	2,356,700	21,669	2,378,369	0.00307984
23.	CWL 2004-ECC2	Group 1	14,295,109	2,056,420	16,351,528	0.02117421
		Group 2	843,989	756,421	1,600,410	0.00207243
24.	CWL 2004-SD2	Total	16,340,701	2,294,079	18,634,780	0.02413088
25.	CWL 2004-SD3	Total	9,038,181	1,622,353	10,660,535	0.01380473
26.	CWL 2004-SD4	Total	12,978,331	1,843,669	14,822,000	0.01919357
27.	CWL 2005-1	Group 1	52,281,594	11,181,112	63,462,706	0.08218024
		Group 2	115,206,696	15,273,430	130,480,126	0.16896362
		Group 3	108,245,963	11,583,528	119,829,491	0.15517171
		Group 4	75,095,554	9,794,520	84,890,074	0.10992735
28.	CWL 2005-10	Group 1	38,847,327	8,266,684	47,114,011	0.06100970
		Group 2	79,059,826	8,401,166	87,460,991	0.11325653
		Group 3	28,195,627	2,322,945	30,518,573	0.03951965
29.	CWL 2005-11	Group 1	125,543,489	28,067,806	153,611,295	0.19891704
		Group 2	159,545,474	21,495,502	181,040,976	0.23443677
		Group 3	103,829,419	11,158,510	114,987,929	0.14890219
30.	CWL 2005-12	Group 1	25,712,657	4,743,531	30,456,188	0.03943886

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 2	100,493,638	15,783,378	116,277,015	0.15057148
		Group 3	44,696,738	4,469,307	49,166,045	0.06366696
		Group 4	16,573,539	1,813,593	18,387,132	0.02381019
31.	CWL 2005-13	Group 1	57,432,919	10,506,729	67,939,648	0.08797760
		Group 2	186,861,415	30,695,258	217,556,673	0.28172231
		Group 3	209,836,432	27,492,686	237,329,118	0.30732640
32.	CWL 2005-14	Group 1	120,821,560	16,731,216	137,552,775	0.17812226
		Group 2	118,901,945	17,739,708	136,641,654	0.17694241
		Group 3	229,055,907	31,838,795	260,894,702	0.33784236
33.	CWL 2005-15	Group 1	35,039,809	7,476,505	42,516,314	0.05505597
		Group 2	42,951,561	5,338,609	48,290,171	0.06253276
34.	CWL 2005-16	Group 1	56,670,968	16,245,776	72,916,744	0.09442263
		Group 2	113,817,847	23,760,114	137,577,961	0.17815487
		Group 3	139,122,649	23,496,908	162,619,557	0.21058218
		Group 4	147,263,606	23,478,988	170,742,594	0.22110100
35.	CWL 2005-17	Group 1	174,495,547	36,472,173	210,967,719	0.27319003
		Group 2	45,948,881	6,983,410	52,932,291	0.06854401
		Group 3	136,782,788	20,664,469	157,447,256	0.20388437
		Group 4	238,270,803	36,574,937	274,845,740	0.35590808
36.	CWL 2005-2	Group 1	59,428,835	6,101,738	65,530,573	0.08485800
		Group 2	67,010,392	6,964,978	73,975,371	0.09579349
37.	CWL 2005-3	Group 1	68,363,463	13,361,509	81,724,972	0.10582874
		Group 2	113,942,004	13,164,813	127,106,817	0.16459540
		Group 3	125,289,168	14,440,167	139,729,335	0.18094077
38.	CWL 2005-4	Group 1	75,726,755	15,740,209	91,466,964	0.11844401
		Group 2	213,668,635	28,317,827	241,986,463	0.31335737
		Group 3	140,296,503	16,017,458	156,313,961	0.20241682
39.	CWL 2005-5	Group 1	57,110,764	4,548,932	61,659,696	0.07984546
		Group 2	39,610,501	5,888,536	45,499,038	0.05891841
40.	CWL 2005-6	Group 1	133,209,184	14,768,133	147,977,317	0.19162139
		Group 2	150,550,269	21,885,646	172,435,915	0.22329375
41.	CWL 2005-7	Group 1	102,037,940	21,237,541	123,275,482	0.15963406
		Group 2	151,775,356	19,920,449	171,695,806	0.22233535
		Group 3	101,340,024	13,869,227	115,209,252	0.14918879

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
42.	CWL 2005-8	Group 1	61,268,657	5,316,839	66,585,496	0.08622406
		Group 2	58,214,473	6,946,730	65,161,202	0.08437969
43.	CWL 2005-9	Group 1	127,131,009	14,812,593	141,943,602	0.18380811
		Group 2	110,566,846	16,052,931	126,619,777	0.16396471
44.	CWL 2005-AB1	Total	152,927,175	17,345,117	170,272,292	0.22049199
45.	CWL 2005-AB2	Group 1	85,011,265	8,611,708	93,622,972	0.12123591
		Group 2	78,249,997	9,734,942	87,984,940	0.11393501
46.	CWL 2005-AB3	Group 1	83,678,239	9,403,001	93,081,241	0.12053440
		Group 2	53,625,537	7,166,126	60,791,663	0.07872141
47.	CWL 2005-AB4	Group 1	144,318,640	15,136,309	159,454,949	0.20648421
		Group 2	257,645,527	24,432,777	282,078,304	0.36527380
48.	CWL 2005-AB5	Group 1	84,294,580	9,890,897	94,185,478	0.12196432
		Group 2	126,207,863	17,986,768	144,194,631	0.18672305
49.	CWL 2005-BC1	Group 1	25,142,476	2,236,213	27,378,689	0.03545369
		Group 2	7,445,320	789,092	8,234,413	0.01066305
50.	CWL 2005-BC2	Group 1	29,457,264	3,101,084	32,558,347	0.04216103
		Group 2	22,801,595	1,538,336	24,339,932	0.03151869
51.	CWL 2005-BC3	Group 1	51,925,191	7,895,211	59,820,402	0.07746369
		Group 2	21,429,013	2,701,534	24,130,547	0.03124755
52.	CWL 2005-BC4	Group 1	57,974,776	7,356,824	65,331,600	0.08460034
		Group 2	26,056,789	3,452,019	29,508,808	0.03821206
53.	CWL 2005-BC5	Group 1	53,562,888	9,003,394	62,566,282	0.08101943
		Group 2	64,950,795	10,454,535	75,405,330	0.09764520
		Group 3	40,886,815	4,929,180	45,815,994	0.05932885
54.	CWL 2005-IM1	Total	110,840,116	8,258,154	119,098,270	0.15422483
55.	CWL 2005-IM2	Total	114,060,095	8,050,287	122,110,382	0.15812532
56.	CWL 2005-IM3	Total	270,843,064	15,971,277	286,814,341	0.37140667
57.	CWL 2005-SD1	Total	18,067,372	1,996,609	20,063,981	0.02598160
58.	CWL 2005-SD2	Total	17,550,084	2,062,646	19,612,731	0.02539726
59.	CWL 2005-SD3	Total	27,481,842	3,814,929	31,296,771	0.04052737
60.	CWL 2006-1	Group 1	85,880,811	14,173,414	100,054,225	0.12956398
		Group 2	100,312,492	8,353,574	108,666,066	0.14071577
61.	CWL 2006-10	Group 1	42,450,510	9,940,155	52,390,665	0.06784264
		Group 2	52,208,766	5,389,070	57,597,836	0.07458560

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 3	99,832,649	12,913,403	112,746,053	0.14599910
62.	CWL 2006-11	Group 1	176,399,121	40,969,445	217,368,567	0.28147873
		Group 2	176,074,589	34,038,027	210,112,616	0.27208273
		Group 3	235,181,172	34,843,451	270,024,623	0.34966504
63.	CWL 2006-12	Group 1	238,611,588	31,348,352	269,959,940	0.34958128
		Group 2	259,750,793	33,947,649	293,698,441	0.38032115
64.	CWL 2006-13	Group 1	87,523,548	30,504,651	118,028,199	0.15283915
		Group 2	162,179,111	33,233,892	195,413,003	0.25304764
		Group 3	241,799,504	39,447,187	281,246,691	0.36419691
65.	CWL 2006-14	Group 1	189,974,412	34,372,587	224,346,999	0.29051536
		Group 2	351,002,126	58,357,070	409,359,196	0.53009461
66.	CWL 2006-15	Total	236,462,556	64,013,768	300,476,324	0.38909809
67.	CWL 2006-16	Group 1	61,770,692	12,450,226	74,220,918	0.09611146
		Group 2	110,422,099	19,190,488	129,612,587	0.16784021
68.	CWL 2006-17	Group 1	88,526,013	18,588,885	107,114,898	0.13870711
		Group 2	289,764,001	48,924,467	338,688,468	0.43858043
69.	CWL 2006-18	Group 1	213,384,362	36,270,707	249,655,070	0.32328774
		Group 2	434,680,209	71,297,382	505,977,591	0.65520941
70.	CWL 2006-19	Group 1	140,659,033	19,683,668	160,342,701	0.20763379
		Group 2	243,787,063	36,582,000	280,369,063	0.36306044
71.	CWL 2006-2	Group 1	81,090,238	12,036,737	93,126,975	0.12059362
		Group 2	141,789,477	18,104,062	159,893,540	0.20705216
72.	CWL 2006-20	Group 1	107,297,401	26,782,473	134,079,874	0.17362507
		Group 2	241,979,022	51,126,379	293,105,401	0.37955320
73.	CWL 2006-21	Group 1	138,347,566	28,790,917	167,138,483	0.21643390
		Group 2	270,117,831	50,791,641	320,909,473	0.41555774
74.	CWL 2006-22	Group 1	263,712,286	56,158,718	319,871,005	0.41421299
		Group 2	347,773,255	60,179,342	407,952,598	0.52827316
75.	CWL 2006-23	Group 1	193,958,508	46,474,639	240,433,147	0.31134592
		Group 2	403,156,392	74,256,903	477,413,294	0.61822042
76.	CWL 2006-24	Group 1	196,364,841	43,515,829	239,880,670	0.31063050
		Group 2	327,496,217	63,280,771	390,776,987	0.50603181
77.	CWL 2006-25	Group 1	218,605,050	49,345,175	267,950,225	0.34697882
		Group 2	359,905,904	81,371,129	441,277,033	0.57142622



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(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
78.	CWL 2006-26	Group 1	198,899,358	45,501,775	244,401,132	0.31648421
		Group 2	241,236,555	50,338,206	291,574,761	0.37757112
79.	CWL 2006-3	Group 1	152,369,310	18,382,462	170,751,772	0.22111289
		Group 2	204,644,236	24,482,751	229,126,988	0.29670515
		Group 3	30,527,786	859,822	31,387,607	0.04064499
80.	CWL 2006-4	Group 1	52,467,122	5,268,885	57,736,007	0.07476453
		Group 2	133,538,218	15,882,853	149,421,071	0.19349096
81.	CWL 2006-5	Group 1	84,282,196	12,054,910	96,337,106	0.12475054
		Group 2	130,532,210	19,276,972	149,809,182	0.19399354
82.	CWL 2006-6	Group 1	191,991,094	27,582,741	219,573,836	0.28433441
		Group 2	323,395,598	42,375,339	365,770,937	0.47365054
83.	CWL 2006-7	Group 1	138,177,348	20,500,126	158,677,474	0.20547743
		Group 2	246,373,555	34,217,007	280,590,562	0.36334727
84.	CWL 2006-8	Group 1	117,544,079	20,813,799	138,357,878	0.17916482
		Group 2	594,886,299	80,967,802	675,854,101	0.87518888
85.	CWL 2006-9	Group 1	45,731,962	9,249,218	54,981,180	0.07119720
		Group 2	46,629,459	4,951,103	51,580,562	0.06679361
		Group 3	101,232,693	9,146,945	110,379,639	0.14293474
86.	CWL 2006-ABC1	Total	139,254,042	14,296,385	153,550,427	0.19883822
87.	CWL 2006-BC1	Group 1	35,625,507	4,737,062	40,362,569	0.05226701
		Group 2	84,324,899	10,078,092	94,402,991	0.12224598
88.	CWL 2006-BC2	Group 1	76,868,757	8,663,216	85,531,974	0.11075857
		Group 2	96,637,229	11,053,006	107,690,235	0.13945213
89.	CWL 2006-BC3	Group 1	58,079,375	8,989,047	67,068,423	0.08684942
		Group 2	131,403,047	13,583,371	144,986,418	0.18774836
90.	CWL 2006-BC4	Group 1	74,101,322	9,936,780	84,038,101	0.10882410
		Group 2	116,241,008	15,794,706	132,035,714	0.17097801
91.	CWL 2006-BC5	Group 1	136,709,152	12,393,806	149,102,959	0.19307903
		Group 2	176,274,961	17,655,483	193,930,444	0.25112782
92.	CWL 2006-IM1	Total	171,723,733	12,401,670	184,125,403	0.23843091
93.	CWL 2006-QH1	Total	34,682,970	2,806,318	37,489,288	0.04854629
94.	CWL 2006-SD1	Total	54,206,028	4,047,017	58,253,045	0.07543406
95.	CWL 2006-SD2	Group 1	68,659,159	10,651,097	79,310,256	0.10270183
		Group 2	22,231,939	2,968,797	25,200,735	0.03263338

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
96.	CWL 2006-SD3	Total	69,176,692	11,764,332	80,941,025	0.10481358
97.	CWL 2006-SD4	Total	99,319,077	20,452,881	119,771,958	0.15509721
98.	CWL 2006-SPS1	Total	176,885,403	625,116	177,510,519	0.22986505
99.	CWL 2006-SPS2	Total	322,245,073	4,743,531	326,988,604	0.42342984
100.	CWL 2007-1	Group 1	251,257,406	59,009,997	310,267,403	0.40177692
		Group 2	545,829,221	117,983,673	663,812,894	0.85959627
101.	CWL 2007-10	Group 1	125,023,218	38,315,909	163,339,127	0.21151398
		Group 2	219,258,144	50,812,138	270,070,282	0.34972416
102.	CWL 2007-11	Group 1	90,290,606	24,788,444	115,079,050	0.14902019
		Group 2	180,431,041	47,465,242	227,896,283	0.29511146
103.	CWL 2007-12	Group 1	254,507,227	58,458,184	312,965,411	0.40527068
		Group 2	285,546,990	63,369,278	348,916,268	0.45182479
104.	CWL 2007-13	Group 1	89,525,644	30,736,533	120,262,177	0.15573201
		Group 2	176,517,505	50,676,497	227,194,001	0.29420205
105.	CWL 2007-2	Group 1	245,736,674	48,414,130	294,150,805	0.38090694
		Group 2	358,248,531	80,430,714	438,679,245	0.56806225
106.	CWL 2007-3	Group 1	119,300,569	24,720,696	144,021,265	0.18649855
		Group 2	206,949,306	43,352,700	250,302,007	0.32412548
107.	CWL 2007-4	Total	280,120,913	78,481,353	358,602,266	0.46436756
108.	CWL 2007-5	Group 1	210,560,712	38,297,605	248,858,317	0.32225599
		Group 2	301,683,797	66,657,681	368,341,479	0.47697923
109.	CWL 2007-6	Group 1	123,325,334	34,427,629	157,752,963	0.20428024
		Group 2	271,121,092	58,796,238	329,917,330	0.42722235
110.	CWL 2007-7	Group 1	114,011,936	29,223,417	143,235,353	0.18548084
		Group 2	271,170,069	67,407,841	338,577,910	0.43843726
111.	CWL 2007-8	Group 1	194,154,849	51,562,331	245,717,180	0.31818841
		Group 2	255,391,162	67,842,556	323,233,718	0.41856749
112.	CWL 2007-9	Group 1	199,360,127	50,387,417	249,747,544	0.32340748
		Group 2	231,952,095	58,622,208	290,574,303	0.37627559
113.	CWL 2007-BC1	Group 1	59,837,285	6,226,222	66,063,508	0.08554812
		Group 2	135,869,017	16,099,374	151,968,391	0.19678958
114.	CWL 2007-BC2	Group 1	133,663,289	17,145,025	150,808,314	0.19528736
		Group 2	153,534,198	22,891,038	176,425,236	0.22845967
115.	CWL 2007-BC3	Group 1	97,269,271	17,079,744	114,349,014	0.14807484

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 2	147,462,025	22,093,792	169,555,817	0.21956420
116.	CWL 2007-SD1	Total	158,170,790	27,538,563	185,709,353	0.24048202
117.	CWL 2007-SEA1	Group 1	41,209,853	10,009,176	51,219,029	0.06632545
		Group 2	36,277,573	13,774,085	50,051,658	0.06481377
118.	CWL 2007-SEA2	Group 1	50,333,738	12,360,281	62,694,019	0.08118484
		Group 2	29,520,184	16,000,742	45,520,926	0.05894676
119.	CWALT 2004-10CB	Total	12,416,351	221,029	12,637,380	0.01636462
120.	CWALT 2004-12CB	Group 1	2,282,701	32,171	2,314,872	0.00299761
		Group 2	704,901	1,067	705,968	0.00091418
		Group 3	2,966,236	495,082	3,461,317	0.00448219
121.	CWALT 2004-13CB	Total	4,414,443	214,232	4,628,675	0.00599385
122.	CWALT 2004-14T2	Total	7,819,954	1,960,017	9,779,970	0.01266445
123.	CWALT 2004-15	Group 1	4,108,946	175,496	4,284,442	0.00554809
		Group 2	5,745,996	392,549	6,138,545	0.00794903
124.	CWALT 2004-16CB	Group 1	4,412,501	278,126	4,690,627	0.00607407
		Group 2	950,731	24,377	975,108	0.00126270
		Group 3	1,529,710	498,826	2,028,536	0.00262683
		Group 4	2,842,278	455,409	3,297,687	0.00427030
		Group 5	8,646,994	1,414,751	10,061,745	0.01302933
125.	CWALT 2004-17CB	Group 1	14,505,790	668,668	15,174,458	0.01964998
		Group 2	34,400,289	1,395,728	35,796,017	0.04635361
		Group 3	6,138,482	314,463	6,452,945	0.00835616
126.	CWALT 2004-18CB	Group 1	1,642,357	319,108	1,961,465	0.00253997
		Group 2	12,115,692	1,888,527	14,004,219	0.01813459
		Group 3	505,305	0	505,305	0.00065434
		Group 4	3,280,647	540,961	3,821,608	0.00494874
		Group 5	10,167,031	1,372,315	11,539,346	0.01494273
127.	CWALT 2004-20T1	Total	6,182,873	1,373,742	7,556,615	0.00978534
128.	CWALT 2004-22CB	Group 1	22,322,976	4,617,685	26,940,661	0.03488647
		Group 2	7,446,364	1,847,751	9,294,115	0.01203530
129.	CWALT 2004-24CB	Group 1	44,934,272	6,625,673	51,559,945	0.06676691
		Group 2	498,898	0	498,898	0.00064604
130.	CWALT 2004-25CB	Total	12,045,714	1,977,517	14,023,230	0.01815921
131.	CWALT 2004-26T1	Total	8,412,590	3,748,281	12,160,870	0.01574757

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
132.	CWALT 2004-27CB	Total	16,268,490	1,952,074	18,220,564	0.02359449
133.	CWALT 2004-28CB	Group 1	7,989,438	1,047,556	9,036,994	0.01170234
		Group 2	7,062,989	1,480,393	8,543,381	0.01106315
		Group 3	15,092,221	3,371,279	18,463,500	0.02390908
		Group 4	1,074,345	0	1,074,345	0.00139121
		Group 5	2,787,295	51,673	2,838,968	0.00367629
		Group 6	2,756,429	421,770	3,178,200	0.00411557
		Group 7	102,272	0	102,272	0.00013244
134.	CWALT 2004-29CB	Total	19,279,848	2,390,886	21,670,734	0.02806225
135.	CWALT 2004-2CB	Group 1	9,524,775	1,120,360	10,645,135	0.01378479
		Group 2	7,033,542	840,248	7,873,790	0.01019607
		Group 3	5,788,621	421,474	6,210,094	0.00804168
		Group 4	811,531	470	812,001	0.00105149
136.	CWALT 2004-30CB	Group 1	19,995,066	2,390,971	22,386,038	0.02898852
		Group 2	11,340,737	2,132,672	13,473,409	0.01744722
		Group 3	1,192,102	0	1,192,102	0.00154370
137.	CWALT 2004-32CB	Group 1	12,555,190	1,910,552	14,465,742	0.01873223
		Group 2	5,669,069	925,899	6,594,968	0.00854007
138.	CWALT 2004-33	Group 1	7,026,091	241,720	7,267,811	0.00941136
		Group 2	3,979,574	145,789	4,125,363	0.00534209
		Group 3	18,872,086	1,063,939	19,936,025	0.02581591
		Group 4	10,451,291	603,684	11,054,975	0.01431550
139.	CWALT 2004-34T1	Total	8,237,507	2,175,468	10,412,975	0.01348415
140.	CWALT 2004-35T2	Total	9,225,525	4,438,643	13,664,168	0.01769424
141.	CWALT 2004-36CB	Group 1	27,950,247	5,284,579	33,234,826	0.04303703
		Group 2	13,041,672	2,140,126	15,181,798	0.01965948
142.	CWALT 2004-3T1	Total	2,162,293	1,012,750	3,175,043	0.00411148
143.	CWALT 2004-4CB	Group 1	3,537,848	167,364	3,705,213	0.00479802
		Group 2	2,685,639	300,999	2,986,638	0.00386751
		Group 3	2,183,722	267,574	2,451,296	0.00317428
144.	CWALT 2004-5CB	Group 1	1,579,295	302,928	1,882,224	0.00243736
		Group 2	177,148	0	177,148	0.00022940
		Group 3	419,076	2,039	421,115	0.00054532
145.	CWALT 2004-6CB	Total	17,131,618	467,790	17,599,408	0.02279013

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
146.	CWALT 2004-7T1	Total	5,197,174	376,192	5,573,366	0.00721716
147.	CWALT 2004-8CB	Total	35,692,383	1,354,156	37,046,540	0.04797296
148.	CWALT 2004-9T1	Total	2,996,255	318,084	3,314,339	0.00429186
149.	CWALT 2004-J10	Group 1	2,557,918	1,183,078	3,740,996	0.00484436
		Group 2	1,324,434	17,489	1,341,923	0.00173771
		Group 3	44,030	0	44,030	0.00005702
		Group 4	2,709,784	75,707	2,785,490	0.00360704
		Group 5	229,307	68,632	297,939	0.00038581
150.	CWALT 2004-J11	Group 1	2,496,450	298,080	2,794,530	0.00361874
		Group 2	472,855	0	472,855	0.00061232
		Group 3	454,889	3,871	458,759	0.00059406
151.	CWALT 2004-J12	Total	3,143,246	1,606,137	4,749,383	0.00615015
152.	CWALT 2004-J13	Group 1	13,687,848	2,442,962	16,130,810	0.02088839
		Group 2	30,882,920	1,993,887	32,876,806	0.04257341
153.	CWALT 2004-J2	Group 1	1,520,835	2,945	1,523,780	0.00197320
		Group 2	2,935,717	47,519	2,983,236	0.00386310
		Group 3	1,062,854	67,464	1,130,318	0.00146369
		Group 4	934,811	149,717	1,084,528	0.00140440
		Group 5	149,682	0	149,682	0.00019383
		Group 6	224,736	0	224,736	0.00029102
		Group 7	192,418	0	192,418	0.00024917
154.	CWALT 2004-J3	Group 1	608,573	158	608,731	0.00078827
		Group 2	820,532	3,553	824,085	0.00106714
		Group 3	664,173	123,349	787,522	0.00101979
		Group 4	304,378	0	304,378	0.00039415
		Group 5	609,509	0	609,509	0.00078928
155.	CWALT 2004-J4	Group 1	5,127,030	537,884	5,664,914	0.00733571
		Group 2	1,925,199	14,631	1,939,831	0.00251196
156.	CWALT 2004-J5	Group 1	6,993,714	1,307,648	8,301,361	0.01074975
		Group 2	17,719,767	1,020,145	18,739,911	0.02426702
157.	CWALT 2004-J6	Group 1	264,546	0	264,546	0.00034257
		Group 2	550,996	2,845	553,841	0.00071719
		Group 3	0	0	0	0.00000000
158.	CWALT 2004-J7	Group 1	12,259,528	2,449,472	14,709,000	0.01904724

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 2	10,271,680	296,657	10,568,338	0.01368534
		Group 3	8,033,230	322,305	8,355,535	0.01081990
159.	CWALT 2004-J8	Group 1	3,220,618	271,662	3,492,280	0.00452228
		Group 2	2,148,827	592,518	2,741,346	0.00354987
		Group 3	1,007,206	0	1,007,206	0.00130427
		Group 4	58	0	58	0.00000008
160.	CWALT 2004-J9	Group 1	8,727,738	2,141,407	10,869,144	0.01407486
		Group 2	9,287,401	480,859	9,768,261	0.01264929
		Group 3	17,632,609	1,047,567	18,680,176	0.02418966
161.	CWALT 2005-10CB	Group 1	41,087,791	6,438,696	47,526,487	0.06154383
		Group 2	593,253	26,022	619,275	0.00080192
162.	CWALT 2005-11CB	Group 1	6,408,168	1,200,498	7,608,666	0.00985275
		Group 2	25,568,987	3,751,468	29,320,454	0.03796816
		Group 3	18,125,799	2,801,361	20,927,159	0.02709937
163.	CWALT 2005-13CB	Total	26,550,819	4,713,142	31,263,961	0.04048488
164.	CWALT 2005-14	Group 1	6,002,258	340,259	6,342,517	0.00821316
		Group 2	66,252,390	9,846,619	76,099,009	0.09854347
		Group 3	24,921,750	2,506,621	27,428,371	0.03551803
		Group 4	21,296,447	3,226,450	24,522,896	0.03175562
165.	CWALT 2005-16	Total	65,014,762	6,450,346	71,465,108	0.09254286
166.	CWALT 2005-17	Group 1	25,875,166	5,471,956	31,347,122	0.04059257
		Group 2	23,915,486	1,118,792	25,034,277	0.03241783
		Group 3	34,989,197	3,762,813	38,752,010	0.05018143
		Group 4	38,274,257	4,406,766	42,681,023	0.05526926
167.	CWALT 2005-18CB	Total	30,331,410	3,795,399	34,126,809	0.04419209
168.	CWALT 2005-19CB	Total	17,003,267	2,656,590	19,659,858	0.02545829
169.	CWALT 2005-1CB	Group 1	19,982,995	2,436,139	22,419,134	0.02903138
		Group 2	12,621,528	3,316,171	15,937,700	0.02063833
		Group 3	16,605,565	2,896,208	19,501,773	0.02525358
		Group 4	8,665,404	882,934	9,548,338	0.01236450
170.	CWALT 2005-2	Group 1	2,838,312	124,040	2,962,352	0.00383606
		Group 2	5,068,806	431,746	5,500,553	0.00712287
		Group 3	5,599,880	1,109,350	6,709,230	0.00868803
171.	CWALT 2005-20CB	Group 1	22,565,448	4,336,464	26,901,912	0.03483630

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 2	17,192,497	2,001,976	19,194,474	0.02485565
		Group 3	23,846,339	3,419,630	27,265,969	0.03530773
		Group 4	1,157,743	41,286	1,199,029	0.00155267
172.	CWALT 2005-21CB	Total	36,698,844	7,131,677	43,830,521	0.05675779
173.	CWALT 2005-22T1	Total	14,216,993	4,543,063	18,760,056	0.02429310
174.	CWALT 2005-23CB	Total	29,355,705	3,717,257	33,072,962	0.04282742
175.	CWALT 2005-24	Group 1	35,655,919	5,206,127	40,862,046	0.05291380
		Group 2	27,306,205	3,289,577	30,595,783	0.03961963
		Group 3	30,983,629	3,281,685	34,265,315	0.04437144
		Group 4	60,285,488	6,786,131	67,071,619	0.08685356
176.	CWALT 2005-25T1	Total	16,921,531	3,868,716	20,790,247	0.02692207
177.	CWALT 2005-26CB	Total	28,132,097	4,159,741	32,291,838	0.04181592
178.	CWALT 2005-27	Group 1	111,599,483	11,937,723	123,537,207	0.15997297
		Group 2	86,971,873	7,696,662	94,668,534	0.12258984
		Group 3	15,918,162	2,448,806	18,366,969	0.02378408
179.	CWALT 2005-28CB	Group 1	25,341,818	4,698,356	30,040,174	0.03890015
		Group 2	12,183,899	2,174,516	14,358,416	0.01859325
		Group 3	14,210,768	2,722,885	16,933,653	0.02192802
		Group 4	1,690,849	22,478	1,713,326	0.00221865
180.	CWALT 2005-29CB	Total	20,561,122	3,976,592	24,537,714	0.03177481
181.	CWALT 2005-30CB	Group 1	24,130,359	5,472,835	29,603,194	0.03833429
		Group 2	5,237,030	692,669	5,929,699	0.00767859
182.	CWALT 2005-31	Group 1	83,062,973	11,717,147	94,780,121	0.12273434
		Group 2	46,224,348	5,204,124	51,428,472	0.06659666
183.	CWALT 2005-32T1	Total	25,558,235	9,122,325	34,680,560	0.04490916
184.	CWALT 2005-33CB	Total	47,844,257	11,209,313	59,053,570	0.07647069
185.	CWALT 2005-34CB	Total	24,121,180	3,028,243	27,149,423	0.03515681
186.	CWALT 2005-35CB	Group 1	40,736,024	5,431,906	46,167,930	0.05978459
		Group 2	19,858,562	4,015,927	23,874,489	0.03091597
187.	CWALT 2005-36	Group 1	24,568,584	2,144,015	26,712,600	0.03459115
		Group 2	47,944,585	6,899,447	54,844,032	0.07101960
		Group 3	31,142,231	1,829,717	32,971,949	0.04269662
		Group 4	14,955,776	1,595,425	16,551,200	0.02143277
188.	CWALT 2005-37T1	Total	23,615,787	8,613,306	32,229,093	0.04173466

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For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
189.	CWALT 2005-38	Total	260,635,503	23,235,638	283,871,141	0.36759541
190.	CWALT 2005-3CB	Group 1	45,408,453	7,941,065	53,349,518	0.06908430
		Group 2	1,397,165	0	1,397,165	0.00180924
191.	CWALT 2005-4	Group 1	15,127,193	3,449,083	18,576,276	0.02405512
		Group 2	8,074,111	2,033,957	10,108,069	0.01308932
192.	CWALT 2005-40CB	Total	29,632,238	4,966,732	34,598,970	0.04480351
193.	CWALT 2005-41	Group 1	43,064,144	6,413,895	49,478,040	0.06407097
		Group 2	66,203,486	6,379,711	72,583,197	0.09399071
194.	CWALT 2005-42CB	Total	38,681,707	10,469,366	49,151,073	0.06364757
195.	CWALT 2005-43	Group 1	20,635,187	2,387,036	23,022,223	0.02981234
		Group 2	5,817,849	305,715	6,123,564	0.00792963
		Group 3	4,281,113	174,111	4,455,224	0.00576924
		Group 4	14,153,217	1,422,391	15,575,608	0.02016944
		Group 5	3,990,615	135,368	4,125,983	0.00534289
196.	CWALT 2005-44	Group 1	85,184,909	6,084,725	91,269,634	0.11818848
		Group 2	30,358,471	4,348,012	34,706,483	0.04494273
197.	CWALT 2005-45	Group 1	70,300,602	6,659,083	76,959,686	0.09965799
		Group 2	109,846,620	5,190,652	115,037,271	0.14896609
		Group 3	114,301,367	7,809,890	122,111,257	0.15812646
198.	CWALT 2005-46CB	Total	69,327,636	12,283,344	81,610,980	0.10568113
199.	CWALT 2005-47CB	Total	46,174,434	10,761,271	56,935,705	0.07372818
200.	CWALT 2005-48T1	Total	36,243,934	10,337,227	46,581,161	0.06031970
201.	CWALT 2005-49CB	Total	37,426,482	5,791,771	43,218,253	0.05596494
202.	CWALT 2005-50CB	Group 1	27,527,390	5,731,139	33,258,528	0.04306772
		Group 2	6,662,948	869,570	7,532,518	0.00975414
		Group 3	9,808,537	1,108,616	10,917,153	0.01413703
		Group 4	872,877	1,104	873,981	0.00113175
203.	CWALT 2005-51	Group 1	70,194,435	7,828,918	78,023,353	0.10103537
		Group 2	90,524,019	8,983,089	99,507,108	0.12885549
		Group 3	126,980,845	16,928,268	143,909,113	0.18635332
		Group 4	76,399,674	8,159,130	84,558,804	0.10949837
204.	CWALT 2005-52CB	Total	39,354,277	5,168,458	44,522,735	0.05765416
205.	CWALT 2005-53T2	Group 1	1,566,469	597,386	2,163,855	0.00280206
		Group 2	28,029,107	11,340,901	39,370,007	0.05098170



**Net Loss Percentage Calculation  
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(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
206.	CWALT 2005-54CB	Group 1	41,872,361	9,609,302	51,481,663	0.06666554
		Group 2	19,571,602	3,574,158	23,145,760	0.02997231
		Group 3	36,723,841	7,756,797	44,480,638	0.05759965
207.	CWALT 2005-55CB	Group 1	29,470,922	3,930,143	33,401,065	0.04325229
		Group 2	20,966,778	3,277,407	24,244,185	0.03139471
208.	CWALT 2005-56	Group 1	246,571,270	28,487,983	275,059,253	0.35618457
		Group 2	87,780,944	9,009,301	96,790,245	0.12533733
		Group 3	58,813,022	6,299,618	65,112,640	0.08431681
		Group 4	72,964,163	6,606,296	79,570,459	0.10303878
		Group 5	69,856,210	10,799,191	80,655,401	0.10444371
209.	CWALT 2005-57CB	Group 1	21,365,402	2,579,563	23,944,966	0.03100724
		Group 2	35,569,608	4,861,707	40,431,314	0.05235603
		Group 3	35,258,299	8,003,585	43,261,884	0.05602144
210.	CWALT 2005-58	Total	191,753,397	28,659,114	220,412,511	0.28542045
211.	CWALT 2005-59	Group 1	133,332,005	15,415,241	148,747,246	0.19261840
		Group 2	376,218,117	37,462,170	413,680,287	0.53569016
212.	CWALT 2005-60T1	Total	42,828,986	8,234,583	51,063,568	0.06612413
213.	CWALT 2005-61	Group 1	57,961,486	8,698,173	66,659,659	0.08632010
		Group 2	57,343,804	8,445,368	65,789,172	0.08519287
214.	CWALT 2005-62	Group 1	129,392,132	11,450,348	140,842,480	0.18238222
		Group 2	169,508,015	19,782,136	189,290,152	0.24511893
215.	CWALT 2005-63	Group 1	46,420,855	3,002,924	49,423,779	0.06400071
		Group 2	11,703,752	1,202,798	12,906,550	0.01671318
		Group 3	39,030,678	3,718,820	42,749,498	0.05535793
		Group 4	15,678,384	1,361,319	17,039,704	0.02206535
		Group 5	23,047,533	2,809,252	25,856,786	0.03348292
216.	CWALT 2005-64CB	Group 1	58,230,876	9,617,549	67,848,425	0.08785948
		Group 2	17,965,886	1,986,776	19,952,662	0.02583745
		Group 3	1,044,595	510,278	1,554,873	0.00201346
217.	CWALT 2005-65CB	Group 1	39,745,370	6,281,268	46,026,639	0.05960163
		Group 2	38,101,798	6,937,586	45,039,384	0.05832319
218.	CWALT 2005-66	Group 1	55,177,134	4,466,685	59,643,819	0.07723502
		Group 2	173,170,190	19,077,986	192,248,176	0.24894939
219.	CWALT 2005-67CB	Total	22,154,321	1,916,556	24,070,877	0.03117028

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

<b>No.</b>	<b>Covered Trust</b>	<b>Loan Group</b>	<b>Historical Net Losses As Of Sept. 2015</b>	<b>Projected Future Net Losses</b>	<b>Lifetime Net Losses</b>	<b>Net Loss Percentage</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6) =(4)+(5)</b>	<b>(7) =(6) / \$77.2 Billion</b>
220.	CWALT 2005-69	Total	100,306,834	10,411,855	110,718,689	0.14337379
221.	CWALT 2005-6CB	Group 1	38,529,723	8,083,135	46,612,858	0.06036074
		Group 2	1,077,561	0	1,077,561	0.00139537
222.	CWALT 2005-70CB	Total	37,684,439	7,182,790	44,867,229	0.05810026
223.	CWALT 2005-71	Total	32,484,210	4,288,246	36,772,456	0.04761804
224.	CWALT 2005-72	Total	152,135,146	21,213,652	173,348,799	0.22447588
225.	CWALT 2005-73CB	Group 1	11,980,665	1,946,530	13,927,195	0.01803485
		Group 2	19,572,839	3,247,469	22,820,308	0.02955087
226.	CWALT 2005-74T1	Total	39,139,943	11,511,222	50,651,164	0.06559010
227.	CWALT 2005-75CB	Total	31,012,795	5,475,538	36,488,332	0.04725011
228.	CWALT 2005-76	Group 1	100,394,260	10,892,042	111,286,302	0.14410882
		Group 2	268,363,908	26,233,661	294,597,570	0.38148547
		Group 3	26,945,320	2,958,646	29,903,966	0.03872377
229.	CWALT 2005-77T1	Group 1	60,555,985	14,973,977	75,529,961	0.09780659
		Group 2	64,464,084	18,744,059	83,208,143	0.10774935
230.	CWALT 2005-79CB	Total	46,013,560	7,595,991	53,609,551	0.06942102
231.	CWALT 2005-7CB	Group 1	18,867,614	3,551,440	22,419,053	0.02903128
		Group 2	19,227,850	3,565,839	22,793,689	0.02951641
232.	CWALT 2005-80CB	Group 1	47,590,839	7,902,072	55,492,911	0.07185986
		Group 2	18,645,323	2,400,869	21,046,193	0.02725351
		Group 3	50,410,663	5,127,355	55,538,018	0.07191827
		Group 4	56,562,159	5,883,226	62,445,385	0.08086288
		Group 5	30,340,064	3,950,085	34,290,149	0.04440360
233.	CWALT 2005-81	Total	269,693,397	30,596,770	300,290,167	0.38885703
234.	CWALT 2005-82	Total	84,578,756	11,703,806	96,282,562	0.12467991
235.	CWALT 2005-83CB	Total	55,006,297	6,807,769	61,814,066	0.08004536
236.	CWALT 2005-84	Group 1	9,637,880	1,071,371	10,709,251	0.01386781
		Group 2	104,451,025	6,464,646	110,915,671	0.14362887
		Group 3	27,728,273	1,967,079	29,695,352	0.03845363
		Group 4	76,641,673	8,623,783	85,265,456	0.11041344

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

<b>No.</b>	<b>Covered Trust</b>	<b>Loan Group</b>	<b>Historical Net Losses As Of Sept. 2015</b>	<b>Projected Future Net Losses</b>	<b>Lifetime Net Losses</b>	<b>Net Loss Percentage</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6) =(4)+(5)</b>	<b>(7) =(6) / \$77.2 Billion</b>
237.	CWALT 2005-85CB	Group 1	50,068,161	7,401,292	57,469,453	0.07441936
		Group 2	73,489,709	11,508,277	84,997,986	0.11006709
		Group 3	1,005,325	52,663	1,057,988	0.00137003
238.	CWALT 2005-86CB	Total	122,056,119	17,980,984	140,037,102	0.18133931
239.	CWALT 2005-9CB	Group 1	21,661,984	3,241,882	24,903,866	0.03224895
		Group 2	1,612,417	401,734	2,014,151	0.00260820
		Group 3	5,628,094	740,870	6,368,964	0.00824741
240.	CWALT 2005-AR1	Group 1	45,714,231	3,031,096	48,745,327	0.06312216
		Group 2	151,377,902	11,327,779	162,705,681	0.21069370
241.	CWALT 2005-IM1	Total	98,606,478	13,445,058	112,051,536	0.14509975
242.	CWALT 2005-J1	Group 1	9,271,877	2,821,252	12,093,129	0.01565985
		Group 2	686,942	0	686,942	0.00088955
		Group 3	1,446,441	135,342	1,581,783	0.00204831
		Group 4	1,080	0	1,080	0.00000140
		Group 5	4,696,821	800,312	5,497,133	0.00711844
		Group 6	55,832	0	55,832	0.00007230
		Group 7	601,829	14,805	616,635	0.00079850
243.	CWALT 2005-J10	Group 1	33,524,243	6,286,296	39,810,538	0.05155216
		Group 2	7,085,916	2,418,117	9,504,033	0.01230713
244.	CWALT 2005-J11	Group 1	25,027,341	7,464,016	32,491,357	0.04207428
		Group 2	5,810,516	1,940,329	7,750,845	0.01003686
		Group 3	4,740,985	1,417,677	6,158,662	0.00797508
		Group 4	240,524	0	240,524	0.00031146
		Group 5	199,242	0	199,242	0.00025801
		Group 6	374,315	0	374,315	0.00048471
		Group 7	0	0	0	0.00000000
245.	CWALT 2005-J12	Group 1	15,179,738	2,993,271	18,173,009	0.02353291
		Group 2	104,492,656	5,954,557	110,447,214	0.14302225
246.	CWALT 2005-J13	Group 1	4,743,861	533,862	5,277,723	0.00683432
		Group 2	13,019,724	3,145,183	16,164,907	0.02093255
247.	CWALT 2005-J14	Total	49,474,253	10,504,488	59,978,741	0.07766873
248.	CWALT 2005-J2	Group 1	24,766,996	3,803,168	28,570,165	0.03699658
		Group 2	2,138,414	141,545	2,279,959	0.00295241
249.	CWALT 2005-J3	Group 1	8,718,462	1,951,841	10,670,303	0.01381738

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 2	9,286,373	2,763,944	12,050,316	0.01560441
		Group 3	876,120	123,648	999,768	0.00129464
250.	CWALT 2005-J4	Group 1	21,568,321	4,117,365	25,685,686	0.03326136
		Group 2	22,723,594	886,464	23,610,058	0.03057355
251.	CWALT 2005-J5	Group 1	13,042,234	3,081,405	16,123,640	0.02087911
		Group 2	1,159,166	251,703	1,410,868	0.00182699
252.	CWALT 2005-J6	Group 1	4,669,704	1,248,448	5,918,152	0.00766364
		Group 2	906,030	1,568	907,597	0.00117528
		Group 3	335	0	335	0.00000043
253.	CWALT 2005-J7	Group 1	10,236,204	2,581,218	12,817,422	0.01659776
		Group 2	162	0	162	0.00000021
254.	CWALT 2005-J8	Group 1	7,094,141	2,133,155	9,227,295	0.01194877
		Group 2	582,946	0	582,946	0.00075488
255.	CWALT 2005-J9	Group 1	10,738,217	2,506,042	13,244,259	0.01715049
		Group 2	3,204,545	213,852	3,418,397	0.00442661
256.	CWALT 2006-11CB	Group 1	82,087,292	9,232,074	91,319,367	0.11825288
		Group 2	30,918,486	4,272,344	35,190,830	0.04556993
		Group 3	45,021,743	4,275,038	49,296,781	0.06383625
257.	CWALT 2006-12CB	Total	105,414,500	15,639,791	121,054,290	0.15675775
258.	CWALT 2006-13T1	Total	65,164,527	15,684,547	80,849,074	0.10469451
259.	CWALT 2006-14CB	Total	73,430,379	10,797,048	84,227,427	0.10906926
260.	CWALT 2006-15CB	Total	79,102,915	13,129,157	92,232,072	0.11943478
261.	CWALT 2006-16CB	Total	48,047,874	7,743,495	55,791,370	0.07224634
262.	CWALT 2006-17T1	Total	76,803,805	15,348,838	92,152,644	0.11933192
263.	CWALT 2006-18CB	Total	152,512,872	23,341,257	175,854,129	0.22772012
264.	CWALT 2006-19CB	Total	187,615,535	27,860,643	215,476,178	0.27902820
265.	CWALT 2006-20CB	Total	121,655,996	13,672,089	135,328,084	0.17524142
266.	CWALT 2006-21CB	Total	63,356,037	13,026,577	76,382,614	0.09891072
267.	CWALT 2006-23CB	Group 1	67,850,646	11,004,898	78,855,544	0.10211301
		Group 2	100,143,826	14,757,901	114,901,727	0.14879057
268.	CWALT 2006-24CB	Total	107,309,142	18,201,238	125,510,380	0.16252811
269.	CWALT 2006-25CB	Total	56,711,328	8,549,081	65,260,408	0.08450816
270.	CWALT 2006-26CB	Total	71,213,885	8,475,346	79,689,230	0.10319258
271.	CWALT 2006-27CB	Total	33,183,885	4,834,441	38,018,326	0.04923136

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For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
272.	CWALT 2006-28CB	Total	76,026,597	10,698,488	86,725,085	0.11230357
273.	CWALT 2006-29T1	Group 1	15,380,413	2,647,523	18,027,936	0.02334505
		Group 2	53,630,672	12,635,335	66,266,007	0.08581034
		Group 3	63,396,839	11,675,258	75,072,097	0.09721368
274.	CWALT 2006-2CB	Total	167,771,544	26,028,505	193,800,049	0.25095897
275.	CWALT 2006-30T1	Group 1	29,231,325	9,115,603	38,346,928	0.04965688
		Group 2	43,453,569	8,300,807	51,754,376	0.06701869
276.	CWALT 2006-31CB	Total	114,026,300	16,976,693	131,002,992	0.16964070
277.	CWALT 2006-32CB	Total	69,590,708	10,958,181	80,548,890	0.10430579
278.	CWALT 2006-33CB	Group 1	36,697,032	5,588,014	42,285,047	0.05475650
		Group 2	57,805,899	8,184,771	65,990,670	0.08545380
279.	CWALT 2006-34	Total	36,883,341	8,148,044	45,031,384	0.05831283
280.	CWALT 2006-35CB	Total	89,963,666	13,971,935	103,935,601	0.13459012
281.	CWALT 2006-36T2	Group 1	63,286,458	21,422,058	84,708,516	0.10969224
		Group 2	46,813,669	15,339,446	62,153,115	0.08048441
282.	CWALT 2006-39CB	Group 1	93,722,639	15,290,989	109,013,628	0.14116585
		Group 2	53,931,534	8,581,902	62,513,436	0.08095100
283.	CWALT 2006-40T1	Group 1	50,646,101	11,505,493	62,151,594	0.08048244
		Group 2	51,999,766	11,696,029	63,695,794	0.08248208
284.	CWALT 2006-41CB	Group 1	92,504,782	15,487,348	107,992,130	0.13984307
		Group 2	66,841,058	11,597,468	78,438,526	0.10157300
285.	CWALT 2006-42	Group 1	47,129,377	10,808,797	57,938,173	0.07502632
		Group 2	3,063,629	653,719	3,717,348	0.00481373
286.	CWALT 2006-43CB	Group 1	107,206,054	16,389,988	123,596,042	0.16004916
		Group 2	422,943	0	422,943	0.00054768
		Group 3	37,074,385	3,369,282	40,443,666	0.05237202
287.	CWALT 2006-45T1	Group 1	101,861,682	23,936,362	125,798,045	0.16290062
		Group 2	91,147,149	23,155,063	114,302,212	0.14801423
288.	CWALT 2006-46	Total	52,718,285	12,846,982	65,565,267	0.08490293
289.	CWALT 2006-4CB	Group 1	48,539,373	6,373,894	54,913,267	0.07110925
		Group 2	22,474,943	2,976,768	25,451,711	0.03295838
290.	CWALT 2006-5T2	Total	42,982,288	11,169,996	54,152,285	0.07012383
291.	CWALT 2006-6CB	Group 1	177,152,889	24,257,547	201,410,436	0.26081395
		Group 2	112,402,857	12,968,003	125,370,860	0.16234744

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For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
292.	CWALT 2006-7CB	Group 1	78,556,860	12,122,689	90,679,549	0.11742436
		Group 2	15,388,205	2,127,212	17,515,417	0.02268137
		Group 3	1,199,725	563	1,200,288	0.00155430
293.	CWALT 2006-8T1	Group 1	47,507,604	7,924,192	55,431,795	0.07178072
		Group 2	6,675,733	1,410,456	8,086,189	0.01047111
294.	CWALT 2006-9T1	Total	67,725,184	14,307,046	82,032,229	0.10622662
295.	CWALT 2006-HY10	Group 1	43,048,553	5,694,221	48,742,774	0.06311885
		Group 2	22,919,652	3,357,212	26,276,864	0.03402690
		Group 3	20,589,160	5,197,681	25,786,841	0.03339235
		Group 4	11,488,372	743,453	12,231,825	0.01583945
296.	CWALT 2006-HY11	Total	113,105,518	9,033,966	122,139,484	0.15816301
297.	CWALT 2006-HY12	Total	140,741,361	18,655,076	159,396,436	0.20640844
298.	CWALT 2006-HY13	Group 1	37,841,073	13,547,286	51,388,359	0.06654472
		Group 2	13,149,573	957,008	14,106,581	0.01826714
		Group 3	23,575,036	3,339,470	26,914,506	0.03485261
		Group 4	46,017,462	5,542,869	51,560,331	0.06676741
299.	CWALT 2006-HY3	Group 1	19,350,224	836,474	20,186,698	0.02614051
		Group 2	23,139,943	1,924,085	25,064,029	0.03245635
		Group 3	5,892,193	834,454	6,726,647	0.00871059
300.	CWALT 2006-J1	Group 1	79,412,367	13,476,377	92,888,743	0.12028513
		Group 2	11,183,355	1,972,509	13,155,863	0.01703602
301.	CWALT 2006-J2	Total	24,711,449	3,552,382	28,263,831	0.03659990
302.	CWALT 2006-J3	Group 1	19,826,243	3,111,801	22,938,045	0.02970334
		Group 2	216,493	0	216,493	0.00028034
		Group 3	489,011	0	489,011	0.00063324
		Group 4	1,995,854	82,592	2,078,445	0.00269146
303.	CWALT 2006-J4	Group 1	12,897,329	3,543,498	16,440,827	0.02128984
		Group 2	46,605,603	10,488,328	57,093,931	0.07393308
304.	CWALT 2006-J5	Group 1	38,904,505	12,228,760	51,133,265	0.06621439
		Group 2	27,553,390	4,667,756	32,221,146	0.04172437
		Group 3	1,773,805	0	1,773,805	0.00229697
		Group 4	1,058,427	0	1,058,427	0.00137060
305.	CWALT 2006-J6	Total	24,475,310	3,084,795	27,560,105	0.03568862
306.	CWALT 2006-J7	Group 1	21,057,907	4,638,150	25,696,057	0.03327479

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

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(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 2	76,327,761	10,619,184	86,946,945	0.11259087
307.	CWALT 2006-J8	Total	85,582,461	21,090,411	106,672,872	0.13813471
308.	CWALT 2006-OA1	Group 1	55,586,216	6,472,408	62,058,624	0.08036204
		Group 2	204,093,375	29,192,346	233,285,722	0.30209045
309.	CWALT 2006-OA10	Group 1	136,776,401	20,857,254	157,633,655	0.20412575
		Group 2	160,127,843	22,305,110	182,432,953	0.23623929
		Group 3	125,107,967	20,992,798	146,100,765	0.18919137
		Group 4	450,984,903	57,419,521	508,404,424	0.65835200
310.	CWALT 2006-OA11	Total	396,321,734	45,287,807	441,609,541	0.57185680
311.	CWALT 2006-OA12	Total	298,144,022	36,629,469	334,773,491	0.43351078
312.	CWALT 2006-OA14	Group 2	100,400,371	15,388,967	115,789,339	0.14993997
		Group 3	97,696,995	13,849,732	111,546,727	0.14444605
		Group 1A	39,814,749	4,038,310	43,853,059	0.05678697
		Group 1B	72,866,979	9,245,241	82,112,220	0.10633020
313.	CWALT 2006-OA16	Total	420,200,195	52,029,632	472,229,826	0.61150816
314.	CWALT 2006-OA17	Group 1	489,907,820	62,403,556	552,311,375	0.71520876
		Group 2	27,450,214	3,556,147	31,006,362	0.04015130
315.	CWALT 2006-OA18	Total	138,262,290	21,333,077	159,595,368	0.20666604
316.	CWALT 2006-OA19	Total	408,974,648	56,019,618	464,994,267	0.60213856
317.	CWALT 2006-OA2	Total	517,692,757	60,298,167	577,990,923	0.74846218
318.	CWALT 2006-OA21	Total	379,468,733	65,288,922	444,757,655	0.57593341
319.	CWALT 2006-OA22	Total	112,087,870	17,491,268	129,579,139	0.16779690
320.	CWALT 2006-OA3	Group 1	123,812,341	14,852,752	138,665,092	0.17956264
		Group 2	79,579,690	10,487,540	90,067,230	0.11663144
321.	CWALT 2006-OA6	Group 1	263,170,288	41,911,147	305,081,435	0.39506142
		Group 2	8,267,735	268,505	8,536,240	0.01105390
322.	CWALT 2006-OA7	Group 1	211,148,733	28,910,485	240,059,218	0.31086171
		Group 2	120,491,167	11,479,253	131,970,419	0.17089346
		Group 3	27,054,492	2,022,498	29,076,990	0.03765289
323.	CWALT 2006-OA8	Group 1	103,005,359	13,175,959	116,181,319	0.15044756
		Group 2	75,702,830	12,230,110	87,932,939	0.11386767
324.	CWALT 2006-OA9	Group 1	54,936,170	4,831,541	59,767,711	0.07739546
		Group 2	251,498,407	32,934,568	284,432,975	0.36832295
325.	CWALT 2006-OC1	Group 1	128,069,119	9,109,195	137,178,315	0.17763736

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No. (1)	Covered Trust (2)	Loan Group (3)	Historical Net Losses As Of Sept. 2015 (4)	Projected Future Net Losses (5)	Lifetime Net Losses (6)	Net Loss Percentage (7)
					=(4)+(5)	=(6) / \$77.2 Billion
326.	CWALT 2006-OC10	Group 2	182,103,376	16,831,528	198,934,904	0.25760829
		Group 1	68,458,065	5,940,129	74,398,194	0.09634102
		Group 2	247,440,709	21,932,233	269,372,942	0.34882115
327.	CWALT 2006-OC11	Group 1	95,961,790	7,629,810	103,591,601	0.13414466
		Group 2	325,257,287	28,603,543	353,860,830	0.45822769
328.	CWALT 2006-OC2	Group 1	75,819,940	3,071,671	78,891,611	0.10215971
		Group 2	168,384,936	9,255,084	177,640,020	0.23003274
329.	CWALT 2006-OC3	Group 1	86,975,827	5,765,632	92,741,459	0.12009440
		Group 2	110,679,894	7,710,163	118,390,057	0.15330774
330.	CWALT 2006-OC4	Group 1	55,981,868	6,172,062	62,153,930	0.08048546
		Group 2	120,547,427	10,017,364	130,564,791	0.16907326
331.	CWALT 2006-OC5	Group 1	86,827,742	4,663,766	91,491,508	0.11847579
		Group 2	163,572,761	12,372,457	175,945,219	0.22783808
332.	CWALT 2006-OC6	Group 1	39,380,342	2,297,613	41,677,954	0.05397035
		Group 2	192,423,003	11,822,595	204,245,598	0.26448530
333.	CWALT 2006-OC7	Group 1	49,484,648	4,573,987	54,058,635	0.07000256
		Group 2	143,045,473	11,966,214	155,011,687	0.20073046
334.	CWALT 2006-OC8	Group 1	96,215,597	8,393,635	104,609,231	0.13546243
		Group 2	483,045,014	42,119,306	525,164,320	0.68005502
335.	CWALT 2006-OC9	Total	174,310,088	14,998,788	189,308,876	0.24514318
336.	CWALT 2007-10CB	Total	104,570,049	15,367,859	119,937,908	0.15531211
337.	CWALT 2007-11T1	Total	82,118,914	29,162,086	111,281,000	0.14410195
338.	CWALT 2007-12T1	Total	157,737,935	35,917,019	193,654,954	0.25077108
339.	CWALT 2007-13	Total	32,691,215	6,947,590	39,638,805	0.05132978
340.	CWALT 2007-14T2	Total	74,348,086	22,497,610	96,845,696	0.12540913
341.	CWALT 2007-15CB	Total	76,685,508	13,118,508	89,804,016	0.11629060
342.	CWALT 2007-16CB	Group 1	59,520,582	7,738,396	67,258,977	0.08709618
		Group 2	51,303,723	7,212,641	58,516,364	0.07577504
		Group 3	34,503,919	4,154,460	38,658,379	0.05006019
		Group 4	67,363,161	9,438,278	76,801,439	0.09945307
		Group 5	23,073,118	3,082,338	26,155,455	0.03386968
343.	CWALT 2007-17CB	Group 1	56,433,070	9,473,000	65,906,070	0.08534425
		Group 2	24,713,980	5,559,470	30,273,450	0.03920223
344.	CWALT 2007-18CB	Group 1	41,503,627	7,153,726	48,657,353	0.06300824



**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 2	52,602,820	9,843,333	62,446,153	0.08086387
345.	CWALT 2007-19	Group 1	157,724,428	35,977,861	193,702,289	0.25083238
		Group 2	34,551,638	10,137,937	44,689,575	0.05787021
346.	CWALT 2007-1T1	Group 1	65,947,645	13,571,745	79,519,390	0.10297265
		Group 2	24,240,621	7,121,849	31,362,469	0.04061244
347.	CWALT 2007-20	Total	46,621,281	11,339,303	57,960,584	0.07505534
348.	CWALT 2007-21CB	Group 1	37,897,900	6,852,700	44,750,600	0.05794923
		Group 2	31,530,168	5,606,684	37,136,852	0.04808991
349.	CWALT 2007-22	Group 1	32,405,982	8,134,113	40,540,095	0.05249689
		Group 2	86,107,868	26,986,199	113,094,067	0.14644976
350.	CWALT 2007-23CB	Total	149,201,841	20,801,304	170,003,146	0.22014346
351.	CWALT 2007-24	Total	137,958,853	31,797,247	169,756,100	0.21982356
352.	CWALT 2007-25	Group 1	99,290,306	24,783,540	124,073,846	0.16066789
		Group 2	1,843,939	76,635	1,920,574	0.00248702
353.	CWALT 2007-2CB	Group 1	78,284,212	12,845,056	91,129,268	0.11800671
		Group 2	62,910,109	11,618,234	74,528,343	0.09650955
354.	CWALT 2007-3T1	Group 1	130,855,139	33,517,016	164,372,155	0.21285168
		Group 2	2,625,178	156,223	2,781,401	0.00360174
355.	CWALT 2007-4CB	Group 1	59,409,269	10,547,548	69,956,817	0.09058971
		Group 2	22,840,393	1,603,992	24,444,384	0.03165395
356.	CWALT 2007-5CB	Group 1	253,694,791	34,483,275	288,178,066	0.37317261
		Group 2	25,412,505	3,343,419	28,755,924	0.03723713
357.	CWALT 2007-6	Total	63,907,932	17,686,910	81,594,843	0.10566023
358.	CWALT 2007-7T2	Total	61,353,256	19,770,074	81,123,330	0.10504965
359.	CWALT 2007-8CB	Total	93,525,637	13,831,845	107,357,482	0.13902124
360.	CWALT 2007-9T1	Group 1	77,771,861	18,756,926	96,528,787	0.12499876
		Group 2	63,018,690	15,452,695	78,471,384	0.10161555
		Group 3	3,055,384	639,454	3,694,838	0.00478458
361.	CWALT 2007-AL1	Total	121,511,095	14,550,839	136,061,934	0.17619171
362.	CWALT 2007-HY2	Group 1	118,492,458	7,054,484	125,546,942	0.16257546
		Group 2	32,583,479	2,651,106	35,234,585	0.04562659
363.	CWALT 2007-HY3	Group 1	30,609,548	3,694,138	34,303,685	0.04442113
		Group 2	108,844,570	16,607,999	125,452,569	0.16245325
		Group 3	19,869,275	5,396,855	25,266,130	0.03271806

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
364.	CWALT 2007-HY4	Group 1	9,184,290	1,694,011	10,878,300	0.01408672
		Group 2	95,985,413	14,184,985	110,170,398	0.14266379
		Group 3	42,946,571	6,932,867	49,879,437	0.06459076
		Group 4	160,501,924	29,615,083	190,117,007	0.24618966
365.	CWALT 2007-HY6	Total	227,599,108	30,599,481	258,198,589	0.33435106
366.	CWALT 2007-HY7C	Total	289,867,932	25,944,242	315,812,173	0.40895706
367.	CWALT 2007-HY8C	Total	108,349,130	10,982,177	119,331,307	0.15452660
368.	CWALT 2007-HY9	Total	137,807,113	23,177,478	160,984,591	0.20846500
369.	CWALT 2007-J1	Group 1	22,112,036	6,119,926	28,231,962	0.03655863
		Group 2	47,835,921	9,386,288	57,222,208	0.07409919
		Group 3	55,922,248	11,260,322	67,182,570	0.08699724
370.	CWALT 2007-J2	Group 1	37,777,136	6,192,012	43,969,148	0.05693730
		Group 2	24,838,861	5,491,259	30,330,120	0.03927561
371.	CWALT 2007-OA10	Group 1	58,618,787	7,582,172	66,200,959	0.08572611
		Group 2	85,571,259	14,968,114	100,539,373	0.13019221
372.	CWALT 2007-OA11	Total	142,600,417	32,431,663	175,032,080	0.22665562
373.	CWALT 2007-OA2	Group 1	148,084,205	22,786,606	170,870,811	0.22126704
		Group 2	93,697,272	16,129,710	109,826,982	0.14221909
374.	CWALT 2007-OA3	Group 1	221,344,632	36,345,839	257,690,470	0.33369308
		Group 2	135,500,962	14,441,411	149,942,373	0.19416602
375.	CWALT 2007-OA4	Total	225,716,047	37,843,590	263,559,637	0.34129328
376.	CWALT 2007-OA6	Total	182,429,867	27,033,815	209,463,682	0.27124240
377.	CWALT 2007-OA7	Total	253,879,579	42,117,288	295,996,867	0.38329747
378.	CWALT 2007-OA8	Group 1	87,129,686	10,016,301	97,145,987	0.12579799
		Group 2	134,567,387	30,468,598	165,035,985	0.21371130
379.	CWALT 2007-OA9	Total	126,811,112	19,230,790	146,041,902	0.18911515
380.	CWALT 2007-OH1	Total	172,637,300	25,024,312	197,661,612	0.25595945
381.	CWALT 2007-OH2	Total	313,879,272	44,265,372	358,144,645	0.46377497
382.	CWALT 2007-OH3	Total	187,334,191	30,501,985	217,836,176	0.28208425
383.	CWHL 2004-12	Group 1	13,806,357	662,166	14,468,523	0.01873583
		Group 2	10,665,553	444,632	11,110,185	0.01438700
		Group 3	3,590,242	405,874	3,996,116	0.00517472
		Group 4	4,961,325	279,577	5,240,902	0.00678664
		Group 5	12,892,789	714,420	13,607,209	0.01762049

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 6	21,050,822	1,079,046	22,129,868	0.02865680
		Group 7	5,438,532	242,581	5,681,112	0.00735669
		Group 8	3,178,453	75	3,178,529	0.00411600
		Group 9	18,403,523	870,601	19,274,124	0.02495879
		Group 10	4,067,346	88,273	4,155,619	0.00538127
		Group 11	4,734,359	304,532	5,038,891	0.00652505
		Group 12	9,532,244	670,833	10,203,078	0.01321235
		Group 13	1,261,092	327,556	1,588,648	0.00205720
		Group 14	1,203,972	49,058	1,253,030	0.00162260
		Group 15	220,679	91,282	311,961	0.00040397
		Group 16	4,648,686	668,411	5,317,097	0.00688531
384.	CWHL 2004-16	Group 1	19,336,742	1,805,815	21,142,557	0.02737829
		Group 2	4,186,979	167,978	4,354,957	0.00563940
385.	CWHL 2004-20	Group 1	11,158,247	709,809	11,868,056	0.01536839
		Group 2	8,118,332	1,544,199	9,662,531	0.01251237
		Group 3	8,642,257	384,802	9,027,060	0.01168948
386.	CWHL 2004-25	Group 1	53,044,175	7,154,622	60,198,797	0.07795369
		Group 2	75,365,788	7,505,320	82,871,108	0.10731291
		Group 3	2,947,969	623,391	3,571,360	0.00462469
387.	CWHL 2004-HYB6	Total	24,412,830	2,118,228	26,531,058	0.03435606
388.	CWHL 2004-HYB9	Group 1	13,592,475	1,047,779	14,640,253	0.01895821
		Group 2	13,878,520	1,034,997	14,913,516	0.01931207
389.	CWHL 2005-1	Group 1	32,234,222	3,162,607	35,396,829	0.04583669
		Group 2	45,986,024	6,864,903	52,850,927	0.06843865
390.	CWHL 2005-2	Group 1	32,508,474	4,191,700	36,700,174	0.04752444
		Group 2	61,206,703	6,164,927	67,371,631	0.08724206
391.	CWHL 2005-3	Group 1	111,953,267	12,641,560	124,594,827	0.16134253
		Group 2	7,963,390	806,406	8,769,796	0.01135634
392.	CWHL 2005-7	Group 1	7,839,283	895,315	8,734,598	0.01131076
		Group 2	29,097,235	2,847,711	31,944,945	0.04136671
		Group 3	22,745,448	2,730,540	25,475,988	0.03298981
393.	CWHL 2005-9	Group 1	127,883,801	15,617,071	143,500,872	0.18582467
		Group 2	2,967,496	527,087	3,494,583	0.00452527
394.	CWHL 2005-HYB1	Group 1	10,286,275	1,200,115	11,486,390	0.01487416

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 2	5,663,076	614,067	6,277,143	0.00812851
		Group 3	540,128	3,438	543,566	0.00070388
		Group 4	16,531,592	1,037,363	17,568,956	0.02275070
		Group 5	1,837,976	415,526	2,253,502	0.00291814
		Group 6	1,097,623	103,772	1,201,395	0.00155573
395.	CWHL 2005-HYB4	Group 1	3,983,319	83,669	4,066,988	0.00526650
		Group 2	79,841,089	6,095,731	85,936,819	0.11128282
396.	CWHL 2005-HYB5	Group 1	20,855,036	2,574,467	23,429,503	0.03033974
		Group 2	18,394,634	1,984,104	20,378,737	0.02638919
		Group 3	19,818,069	2,802,922	22,620,991	0.02929277
		Group 4	11,515,820	1,830,247	13,346,067	0.01728232
397.	CWHL 2005-HYB6	Group 1	14,068,420	1,380,020	15,448,440	0.02000477
		Group 2	56,045,203	6,007,685	62,052,888	0.08035462
		Group 3	11,124,691	1,704,949	12,829,640	0.01661358
		Group 4	19,757,107	3,606,795	23,363,903	0.03025480
		Group 5	6,607,355	871,993	7,479,348	0.00968529
398.	CWHL 2005-HYB8	Group 1	2,928,025	752,102	3,680,128	0.00476554
		Group 2	10,825,070	1,845,377	12,670,447	0.01640744
		Group 3	3,357,418	1,035,740	4,393,157	0.00568886
		Group 4	50,059,039	6,588,319	56,647,358	0.07335479
399.	CWHL 2005-HYB9	Group 1	17,234,776	1,116,253	18,351,029	0.02376344
		Group 2	33,330,729	2,731,373	36,062,102	0.04669817
		Group 3	49,461,960	6,160,038	55,621,998	0.07202702
		Group 4	19,169,527	2,783,111	21,952,639	0.02842730
		Group 5	26,660,935	1,991,186	28,652,121	0.03710271
400.	CWHL 2006-3	Group 1	105,131,961	16,350,457	121,482,417	0.15731215
		Group 2	62,716,031	11,409,290	74,125,321	0.09598766
		Group 3	57,818,000	7,866,262	65,684,262	0.08505702
401.	CWHL 2006-HYB1	Group 1	113,273,697	7,070,537	120,344,234	0.15583827
		Group 2	78,523,130	8,573,156	87,096,286	0.11278426
		Group 3	36,874,684	2,948,452	39,823,136	0.05156848
402.	CWHL 2006-HYB3	Group 1	14,151,860	1,363,732	15,515,592	0.02009172
		Group 2	50,383,771	4,203,354	54,587,125	0.07068692
		Group 3	60,986,931	5,918,189	66,905,120	0.08663796

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 4	36,415,595	6,339,212	42,754,807	0.05536481
403.	CWHL 2006-HYB4	Group 1	23,046,869	1,628,298	24,675,167	0.03195280
		Group 2	17,290,235	1,721,318	19,011,552	0.02461877
		Group 3	42,647,234	3,249,837	45,897,071	0.05943384
		Group 4	20,516,921	2,104,927	22,621,848	0.02929388
404.	CWHL 2006-OA4	Total	205,593,630	26,243,489	231,837,120	0.30021460
405.	CWHL 2006-OA5	Group 1	146,606,418	21,065,801	167,672,219	0.21712506
		Group 2	131,629,793	19,816,139	151,445,932	0.19611303
		Group 3	71,301,674	8,135,560	79,437,234	0.10286626
406.	CWHL 2006-TM1	Total	66,674,230	31,404,979	98,079,209	0.12700646
407.	CWHL 2007-HY6	Group 1	58,835,313	7,182,750	66,018,064	0.08548927
		Group 2	17,347,907	2,627,752	19,975,659	0.02586723
		Group 3	65,492,691	6,808,141	72,300,833	0.09362507
		Group 4	42,331,586	7,532,785	49,864,372	0.06457125
408.	CWHL 2007-HYB2	Group 1	643,117	214,557	857,674	0.00111063
		Group 2	45,666,593	3,601,580	49,268,174	0.06379921
		Group 3	81,138,483	8,073,383	89,211,866	0.11552380
		Group 4	34,951,146	7,028,178	41,979,325	0.05436061
409.	CWHL 2004-10	Total	1,465,084	93,879	1,558,962	0.00201876
410.	CWHL 2004-11	Group 1	286,795	6,559	293,354	0.00037988
		Group 2	3,279,556	304,131	3,583,687	0.00464065
		Group 3	104,883	110,080	214,964	0.00027836
411.	CWHL 2004-13	Group 1	1,488,435	419,882	1,908,317	0.00247115
		Group 2	3,445,569	1,093,043	4,538,612	0.00587722
412.	CWHL 2004-14	Group 1	666,097	0	666,097	0.00086255
		Group 2	2,827,555	33,217	2,860,773	0.00370452
		Group 3	1,980,665	73,962	2,054,627	0.00266061
		Group 4	665,704	46,088	711,792	0.00092173
413.	CWHL 2004-15	Group 1	570,017	0	570,017	0.00073814
		Group 2	946,197	2,097	948,294	0.00122798
		Group 3	2,110,896	40,125	2,151,021	0.00278544
		Group 4	4,146,365	250,226	4,396,591	0.00569331
		Group 5	2,612,100	112,704	2,724,804	0.00352845
414.	CWHL 2004-18	Total	3,444,938	472,440	3,917,378	0.00507276

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
415.	CWHL 2004-19	Total	3,699,065	1,133,448	4,832,513	0.00625780
416.	CWHL 2004-2	Group 1	729,396	43,696	773,093	0.00100111
		Group 2	419,849	0	419,849	0.00054368
		Group 3	164,420	0	164,420	0.00021291
417.	CWHL 2004-21	Total	4,514,770	878,101	5,392,871	0.00698343
418.	CWHL 2004-22	Total	19,580,791	979,690	20,560,482	0.02662454
419.	CWHL 2004-23	Total	16,689,521	1,181,050	17,870,571	0.02314127
420.	CWHL 2004-24	Total	6,279,235	864,532	7,143,767	0.00925073
421.	CWHL 2004-29	Group 1	9,105,675	177,789	9,283,463	0.01202151
		Group 2	21,633,417	1,296,861	22,930,278	0.02969328
		Group 3	25,109,358	1,692,167	26,801,525	0.03470630
422.	CWHL 2004-3	Total	1,776,733	114,200	1,890,933	0.00244864
423.	CWHL 2004-4	Total	3,251,157	496,577	3,747,734	0.00485308
424.	CWHL 2004-5	Group 1	2,714,284	109,243	2,823,527	0.00365629
		Group 2	2,352,192	79,576	2,431,768	0.00314899
425.	CWHL 2004-6	Group 1	2,099,260	56,906	2,156,165	0.00279210
		Group 2	1,043,958	1,252	1,045,210	0.00135348
426.	CWHL 2004-7	Group 1	235,060	0	235,060	0.00030439
		Group 2	2,468,938	32,892	2,501,830	0.00323971
		Group 3	2,721,875	101,229	2,823,104	0.00365574
		Group 4	1,359,893	1,772	1,361,666	0.00176327
		Group 5	2,700,084	245,527	2,945,611	0.00381438
		Group 6	2,323,268	403,480	2,726,748	0.00353097
427.	CWHL 2004-8	Group 1	5,429,218	788,430	6,217,648	0.00805147
		Group 2	118,287	0	118,287	0.00015317
428.	CWHL 2004-9	Total	2,188,001	249,403	2,437,403	0.00315629
429.	CWHL 2004-HYB1	Group 1	88,475	0	88,475	0.00011457
		Group 2	2,678,921	37	2,678,958	0.00346908
430.	CWHL 2004-HYB2	Group 1	370,581	0	370,581	0.00047988
		Group 2	690,875	0	690,875	0.00089464
		Group 3	1,024,252	5,339	1,029,591	0.00133326
		Group 4	0	0	0	0.00000000
		Group 5	13,973	0	13,973	0.00001809
		Group 6	311,076	0	311,076	0.00040282

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
431.	CWHL 2004-HYB3	Group 1	949,974	0	949,974	0.00123016
		Group 2	3,364,089	80,024	3,444,113	0.00445991
		Group 3	130,309	0	130,309	0.00016874
432.	CWHL 2004-HYB4	Group 1	167,439	0	167,439	0.00021682
		Group 2	4,755,444	206,300	4,961,744	0.00642515
		Group 3	544,262	266	544,528	0.00070513
433.	CWHL 2004-HYB5	Group 1	2,182,912	143,638	2,326,550	0.00301274
		Group 2	2,984,504	15,984	3,000,489	0.00388545
		Group 3	4,396,601	128,998	4,525,598	0.00586037
		Group 4	3,909,640	200,763	4,110,403	0.00532271
		Group 5	552,465	0	552,465	0.00071541
		Group 6	20,242,543	183,034	20,425,577	0.02644985
		Group 7	2,614,072	38,094	2,652,165	0.00343439
		Group 8	970,952	80,933	1,051,885	0.00136212
434.	CWHL 2004-HYB7	Group 1	12,276,582	778,275	13,054,857	0.01690522
		Group 2	545,147	93,302	638,449	0.00082675
		Group 3	306,715	0	306,715	0.00039718
		Group 4	651,489	153,223	804,712	0.00104205
		Group 5	1,727,906	197,313	1,925,219	0.00249304
435.	CWHL 2004-HYB8	Group 1	630,322	3,496	633,819	0.00082076
		Group 2	407,740	0	407,740	0.00052800
		Group 3	0	0	0	0.00000000
		Group 4	1,797,048	186	1,797,234	0.00232731
		Group 5	487,057	237,157	724,213	0.00093781
		Group 6	1,799,396	0	1,799,396	0.00233011
		Group 7	4,025,080	496,856	4,521,936	0.00585563
		Group 8	6,879,340	223,312	7,102,652	0.00919749
		Group 9	1,020,228	283,579	1,303,807	0.00168835
436.	CWHL 2004-J2	Total	1,653,229	229,218	1,882,447	0.00243765
437.	CWHL 2004-J3	Total	1,443,218	676,191	2,119,409	0.00274450
438.	CWHL 2004-J4	Group 1	735	0	735	0.00000095
		Group 2	0	0	0	0.00000000
		Group 3	0	0	0	0.00000000
439.	CWHL 2004-J5	Total	1,529,807	58,267	1,588,073	0.00205646

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
440.	CWHL 2004-J6	Group 1	59,995	0	59,995	0.00007769
		Group 2	0	0	0	0.00000000
		Group 3	31	0	31	0.00000004
441.	CWHL 2004-J7	Group 1	725,674	898	726,571	0.00094086
		Group 2	0	0	0	0.00000000
		Group 3	37,811	0	37,811	0.00004896
442.	CWHL 2004-J8	Group 1	42	0	42	0.00000005
		Group 2	0	0	0	0.00000000
		Group 3	1,348,430	215,268	1,563,699	0.00202489
443.	CWHL 2004-J9	Group 1	362,249	9,443	371,692	0.00048132
		Group 2	2,950,487	1,031,181	3,981,668	0.00515601
		Group 3	184,447	0	184,447	0.00023885
		Group 4	0	0	0	0.00000000
444.	CWHL 2005-10	Total	8,025,529	1,824,628	9,850,157	0.01275534
445.	CWHL 2005-11	Group 1	7,763,601	80,070	7,843,671	0.01015706
		Group 2	2,667,141	342,946	3,010,087	0.00389787
		Group 3	25,028,832	2,017,642	27,046,474	0.03502350
		Group 4	30,536,160	2,295,157	32,831,316	0.04251451
		Group 5	44,459	1,201,135	1,245,594	0.00161297
		Group 6	15,638,097	1,195,651	16,833,747	0.02179865
446.	CWHL 2005-12	Group 1	14,317,101	1,766,543	16,083,644	0.02082732
		Group 2	9,910,027	2,181,144	12,091,171	0.01565731
447.	CWHL 2005-13	Total	13,572,723	1,500,401	15,073,124	0.01951875
448.	CWHL 2005-14	Total	8,745,143	2,016,895	10,762,038	0.01393617
449.	CWHL 2005-15	Total	18,521,799	1,813,449	20,335,248	0.02633288
450.	CWHL 2005-16	Total	17,620,877	1,154,973	18,775,850	0.02431355
451.	CWHL 2005-17	Group 1	14,824,051	2,416,815	17,240,866	0.02232585
		Group 2	16,006,922	1,786,994	17,793,916	0.02304201
452.	CWHL 2005-18	Total	19,770,866	3,602,506	23,373,372	0.03026706
453.	CWHL 2005-20	Total	18,866,488	2,095,595	20,962,084	0.02714459
454.	CWHL 2005-21	Group 1	38,887,965	6,834,015	45,721,980	0.05920711
		Group 2	6,020,476	1,426,762	7,447,238	0.00964371
455.	CWHL 2005-22	Group 1	26,878,119	2,248,583	29,126,702	0.03771726
		Group 2	15,694,710	1,212,979	16,907,689	0.02189440



**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 3	10,596,633	1,157,633	11,754,266	0.01522104
		Group 4	9,558,783	1,035,912	10,594,695	0.01371947
456.	CWHL 2005-23	Total	24,858,396	4,469,268	29,327,663	0.03797749
457.	CWHL 2005-24	Total	49,484,715	8,177,204	57,661,920	0.07466859
458.	CWHL 2005-25	Total	17,811,958	2,989,968	20,801,926	0.02693720
459.	CWHL 2005-26	Group 1	17,583,015	4,689,717	22,272,732	0.02884180
		Group 2	2,783,387	867,039	3,650,426	0.00472707
460.	CWHL 2005-27	Group 1	16,987,874	1,457,976	18,445,850	0.02388622
		Group 2	8,286,371	1,025,113	9,311,484	0.01205779
461.	CWHL 2005-28	Total	22,309,331	3,566,314	25,875,645	0.03350734
462.	CWHL 2005-29	Total	23,098,848	4,397,431	27,496,279	0.03560597
463.	CWHL 2005-30	Total	28,216,672	3,940,127	32,156,799	0.04164105
464.	CWHL 2005-31	Group 1	4,426,110	376,884	4,802,995	0.00621958
		Group 2	21,640,727	1,172,700	22,813,427	0.02954196
		Group 3	13,114,021	1,258,929	14,372,950	0.01861207
		Group 4	29,073,495	3,375,371	32,448,866	0.04201926
465.	CWHL 2005-5	Total	7,528,616	733,616	8,262,232	0.01069907
466.	CWHL 2005-6	Group 1	16,137,854	2,830,180	18,968,035	0.02456242
		Group 2	2,933,281	534,368	3,467,650	0.00449039
467.	CWHL 2005-HY10	Group 1	9,038,181	442,109	9,480,290	0.01227638
		Group 2	52,533,062	581,684	53,114,746	0.06878028
		Group 3	67,926,827	3,548,351	71,475,178	0.09255589
		Group 4	45,304,962	2,299,753	47,604,715	0.06164514
		Group 5	11,107,256	3,232,059	14,339,315	0.01856852
468.	CWHL 2005-HYB2	Group 1	12,390,717	63,926	12,454,643	0.01612799
		Group 2	18,060,241	1,052,372	19,112,613	0.02474964
469.	CWHL 2005-HYB3	Group 1	5,312,380	374,170	5,686,550	0.00736373
		Group 2	23,250,965	1,260,521	24,511,486	0.03174084
		Group 3	8,245,107	675,171	8,920,278	0.01155120
470.	CWHL 2005-HYB7	Group 1	8,967,238	807,747	9,774,986	0.01265800
		Group 2	570,776	0	570,776	0.00073912
		Group 3	48,568,926	3,345,010	51,913,936	0.06722531
		Group 4	14,227,853	544,793	14,772,647	0.01912966
		Group 5	7,996,540	509,369	8,505,908	0.01101462

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 6	60,711,960	8,004,503	68,716,463	0.08898353
471.	CWHL 2005-J1	Group 1	152,711	96,658	249,369	0.00032292
		Group 2	0	0	0	0.00000000
472.	CWHL 2005-J2	Group 1	4,151	0	4,151	0.00000538
		Group 2	5,885,988	925,770	6,811,758	0.00882080
		Group 3	16,018,008	2,510,110	18,528,119	0.02399276
473.	CWHL 2005-J3	Group 1	9,490,463	1,484,790	10,975,253	0.01421227
		Group 2	3,960,210	826,635	4,786,845	0.00619867
474.	CWHL 2005-J4	Total	5,552,993	880,448	6,433,440	0.00833090
475.	CWHL 2006-1	Total	32,413,428	8,426,597	40,840,025	0.05288528
476.	CWHL 2006-10	Group 1	38,218,484	6,864,486	45,082,970	0.05837963
		Group 2	5,184,363	838,362	6,022,725	0.00779905
477.	CWHL 2006-11	Total	50,743,809	8,476,592	59,220,401	0.07668672
478.	CWHL 2006-12	Total	48,475,395	8,094,099	56,569,494	0.07325396
479.	CWHL 2006-13	Total	36,888,224	7,310,841	44,199,065	0.05723503
480.	CWHL 2006-14	Total	21,286,033	3,027,855	24,313,888	0.03148497
481.	CWHL 2006-15	Total	27,452,323	4,839,117	32,291,440	0.04181540
482.	CWHL 2006-16	Group 1	30,306,633	4,544,805	34,851,438	0.04513044
		Group 2	18,311,243	3,120,563	21,431,805	0.02775285
		Group 3	22,750,902	4,557,838	27,308,740	0.03536311
483.	CWHL 2006-17	Total	40,956,108	6,615,726	47,571,834	0.06160256
484.	CWHL 2006-18	Group 1	13,146,972	1,381,418	14,528,390	0.01881336
		Group 2	21,215,284	4,501,247	25,716,531	0.03330130
485.	CWHL 2006-19	Total	79,497,991	19,365,973	98,863,964	0.12802266
486.	CWHL 2006-20	Total	76,682,266	16,158,858	92,841,124	0.12022346
487.	CWHL 2006-21	Total	76,054,990	13,959,154	90,014,144	0.11656270
488.	CWHL 2006-6	Total	31,639,520	4,578,707	36,218,227	0.04690034
489.	CWHL 2006-8	Group 1	35,502,379	6,451,734	41,954,112	0.05432796
		Group 2	15,040,707	2,912,851	17,953,559	0.02324874
		Group 3	4,326,927	348,295	4,675,222	0.00605412
490.	CWHL 2006-9	Total	32,802,180	5,447,444	38,249,623	0.04953088
491.	CWHL 2006-HYB2	Group 1	19,979,899	784,369	20,764,267	0.02688843
		Group 2	66,841,065	4,584,000	71,425,065	0.09249100
		Group 3	12,394,814	1,117,783	13,512,597	0.01749797

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No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
		Group 4	9,996,401	2,109,982	12,106,383	0.01567701
492.	CWHL 2006-HYB5	Group 1	6,827,469	90,608	6,918,076	0.00895848
		Group 2	54,900,230	3,630,280	58,530,509	0.07579336
		Group 3	30,489,071	2,307,533	32,796,604	0.04246956
		Group 4	10,414,606	1,593,282	12,007,888	0.01554947
493.	CWHL 2006-J1	Group 1	15,367,978	2,186,349	17,554,327	0.02273176
		Group 2	1,657,313	268,852	1,926,164	0.00249426
		Group 3	7,736,516	1,050,294	8,786,810	0.01137837
494.	CWHL 2006-J2	Total	13,734,168	468,097	14,202,265	0.01839105
495.	CWHL 2006-J3	Total	4,664,747	454,272	5,119,020	0.00662881
496.	CWHL 2006-J4	Total	34,626,682	4,991,952	39,618,634	0.05130366
497.	CWHL 2007-1	Total	61,926,513	10,022,947	71,949,460	0.09317006
498.	CWHL 2007-10	Total	64,181,837	10,116,402	74,298,240	0.09621158
499.	CWHL 2007-11	Total	88,942,817	18,396,940	107,339,758	0.13899829
500.	CWHL 2007-12	Total	19,545,950	3,498,857	23,044,808	0.02984159
501.	CWHL 2007-13	Total	40,769,665	5,566,740	46,336,405	0.06000275
502.	CWHL 2007-14	Total	32,218,555	7,470,100	39,688,654	0.05139433
503.	CWHL 2007-15	Group 1	36,501,852	10,263,539	46,765,391	0.06055826
		Group 2	50,037,304	11,916,620	61,953,924	0.08022647
504.	CWHL 2007-16	Total	58,820,699	11,800,881	70,621,580	0.09145054
505.	CWHL 2007-17	Group 1	20,601,226	5,862,156	26,463,383	0.03426843
		Group 2	30,276,355	5,174,234	35,450,588	0.04590630
		Group 3	13,075,970	2,529,049	15,605,020	0.02020753
		Group 4	346,482	0	346,482	0.00044867
506.	CWHL 2007-18	Group 1	14,510,917	2,027,752	16,538,669	0.02141654
		Group 2	15,627,339	3,296,905	18,924,244	0.02450571
507.	CWHL 2007-19	Group 1	34,646,243	6,295,732	40,941,975	0.05301730
		Group 2	7,942,366	2,168,757	10,111,122	0.01309327
508.	CWHL 2007-2	Total	40,125,018	5,557,466	45,682,484	0.05915597
509.	CWHL 2007-20	Total	23,265,384	4,484,726	27,750,110	0.03593466
510.	CWHL 2007-21	Group 1	55,899,925	9,335,160	65,235,085	0.08447536
		Group 2	1,594,382	82	1,594,464	0.00206473
511.	CWHL 2007-3	Total	88,368,613	18,918,474	107,287,088	0.13893008
512.	CWHL 2007-4	Total	108,370,995	20,621,668	128,992,663	0.16703745

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For 530 Covered Trusts**

No.	Covered Trust	Loan Group	Historical Net Losses As Of Sept. 2015	Projected Future Net Losses	Lifetime Net Losses	Net Loss Percentage
(1)	(2)	(3)	(4)	(5)	(6) =(4)+(5)	(7) =(6) / \$77.2 Billion
513.	CWHL 2007-5	Total	58,864,017	7,400,148	66,264,165	0.08580796
514.	CWHL 2007-6	Total	69,124,603	9,943,276	79,067,879	0.10238797
515.	CWHL 2007-7	Total	43,865,216	7,715,771	51,580,987	0.06679416
516.	CWHL 2007-8	Total	82,709,983	13,563,998	96,273,981	0.12466880
517.	CWHL 2007-9	Total	38,436,019	5,290,575	43,726,595	0.05662321
518.	CWHL 2007-HY1	Group 1	35,033,048	2,039,205	37,072,254	0.04800625
		Group 2	14,476,276	1,002,131	15,478,408	0.02004357
519.	CWHL 2007-HY3	Group 1	4,328,464	37,831	4,366,295	0.00565408
		Group 2	8,964,661	1,027,028	9,991,689	0.01293861
		Group 3	22,928,072	1,811,968	24,740,040	0.03203681
		Group 4	28,572,361	4,378,314	32,950,675	0.04266907
520.	CWHL 2007-HY4	Group 1	60,208,882	3,602,932	63,811,814	0.08263232
		Group 2	9,624,957	687,930	10,312,887	0.01335455
		Group 3	9,945,845	2,398,835	12,344,680	0.01598559
521.	CWHL 2007-HY5	Group 1	28,733,483	1,505,620	30,239,103	0.03915775
		Group 2	5,292,137	541,227	5,833,364	0.00755384
		Group 3	11,994,590	1,686,563	13,681,153	0.01771624
522.	CWHL 2007-HY7	Group 1	8,556,935	2,326,076	10,883,011	0.01409282
		Group 2	40,658,004	4,817,963	45,475,967	0.05888854
		Group 3	30,735,771	3,047,379	33,783,150	0.04374707
		Group 4	22,922,452	1,587,836	24,510,288	0.03173929
523.	CWHL 2007-HYB1	Group 1	21,119,271	1,143,790	22,263,061	0.02882927
		Group 2	78,984,391	4,133,885	83,118,276	0.10763298
		Group 3	30,574,096	1,490,485	32,064,581	0.04152163
		Group 4	17,470,610	1,228,094	18,698,704	0.02421365
		Group 5	16,360,201	5,067,808	21,428,009	0.02774793
524.	CWHL 2007-J1	Group 1	11,224,680	2,025,942	13,250,622	0.01715873
		Group 2	38,149,773	3,074,309	41,224,081	0.05338261
525.	CWHL 2007-J2	Group 1	12,697,395	1,511,913	14,209,308	0.01840017
		Group 2	56,827,553	5,602,244	62,429,797	0.08084269
526.	CWHL 2007-J3	Total	28,449,535	1,930,526	30,380,060	0.03934028
527.	CWHL 2008-1	Total	6,636,312	1,394,495	8,030,807	0.01039939
528.	CWL 2004-S1	Total	2,683	313,094	315,777	0.00040891
529.	CWHEL 2006-A	Total	209,942,468	21,981,241	231,923,710	0.30032673

**Net Loss Percentage Calculation  
For 530 Covered Trusts**

<b>No.</b>	<b>Covered Trust</b>	<b>Loan Group</b>	<b>Historical Net Losses As Of Sept. 2015</b>	<b>Projected Future Net Losses</b>	<b>Lifetime Net Losses</b>	<b>Net Loss Percentage</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6) =(4)+(5)</b>	<b>(7) =(6) / \$77.2 Billion</b>
530.	CWHEL 2007-G	Total	120,819,290	12,518,763	133,338,053	0.17266446

**Notes and Sources:**

- The analysis uses loan-level data available as of the end of September 2015. Given that the final approval for the Settlement occurred on October 13, 2015, the latest reporting period was September 2015.
- Loan-level performance data as of September 2015 are from the BNYM Corporate Trust Investor Reporting website:  
<https://gctinvestorreporting.bnymellon.com> and from loan-level performance data files of private Trusts received from Counsel.

**EXHIBIT B**

**ORDER TO SHOW CAUSE**

**[Attached]**

At an IAS Part 39 of the Supreme Court of the  
State of New York, County of New York, in the  
County Courthouse at 60 Centre Street, New  
York, New York, on the 5<sup>th</sup> day of February  
2016.

**HON. SALIANN SCARPULLA**

P R E S E N T : \_\_\_\_\_, J.S.C.

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In the Matter of the Application of	:	Index No. 150973/2016
	:	Mot. Seq. 001
THE BANK OF NEW YORK MELLON, in its	:	
Capacity as Trustee or Indenture Trustee of 530	:	<b>ORDER TO SHOW</b>
Countrywide Residential Mortgage-Backed	:	<b>CAUSE</b>
Securitization Trusts,	:	
	:	
Petitioner,	:	
	:	
For Judicial Instructions under CPLR Article 77	:	
on the Distribution of a Settlement Payment.	:	

----- x

Upon reading and filing the Verified Petition herein, dated February 5, 2016, and the Affidavit of Michael O. Ware, sworn to February 5, 2016 (the "Ware Affidavit"), in which (a) it is alleged that petitioner The Bank of New York Mellon (the "Trustee") is trustee or indenture trustee of the 530 residential mortgage-backed securities identified in Exhibit A to the Verified Petition (the "Covered Trusts"); (b) it is alleged that each of the Covered Trusts is entitled to an "Allocable Share" of an \$8.5 billion settlement payment (the "Settlement Payment"); and (c) the Trustee requests the Court's direction on a matter of contractual construction pertaining to the distribution of the Allocable Share within each of the Covered Trusts; and the Affidavit of Sam Schwartzman, sworn to February 5, 2016,

LET any person claiming an interest in any of the Covered Trusts ("Interested Person," and all such persons, collectively, "Interested Persons") including holders of the certificates and notes issued by the Covered Trusts ("Certificateholders") show cause at an IAS Part 39 in Room 208 of the New York County Courthouse, 60 Centre Street, New York, New York, at ON a date to be determined A.M./P.M. on April     , 2016 (the "~~Final Hearing~~"), why an order and judgment should not be entered granting the petition; directing the release of the Settlement Payment from the escrow created below and the delivery to each of the Covered Trusts of its respective Allocable Share with a proportional share of the interest earned in escrow; resolving the question presented by the Verified Petition and directing the Trustee accordingly; and permanently barring litigation outside the context of this proceeding on any question related to the distribution of the Settlement Payment.

Sufficient reason being alleged therefor, it is hereby

ORDERED, as an interim measure necessary to permit the Court to direct the Trustee on the distribution of the Allocable Shares within each Covered Trust, that the Trustee is directed to enter into the Proposed Escrow Agreement in substantially the form submitted as Exhibit 1 to the Ware Affidavit; that The Bank of New York Mellon is appointed Escrow Agent in accordance with the terms of the Escrow Agreement; that the Trustee is directed to deposit the Settlement Payment into escrow before the Settlement Payment is deposited into the Certificate Accounts or Collection Accounts for the Covered Trusts; that the Escrow Agent is directed to use commercially reasonable efforts to keep the Settlement Payment invested and reinvested in the institutional class shares of the following short-term United States Treasury money market mutual funds:



- Goldman Sachs Financial Square Treasury Instruments Fund Institutional (Ticker: FTIXX)
- Morgan Stanley Institutional Liquidity Funds Treasury Securities Portfolio Institutional (Ticker: MSUXX)
- Blackrock Liquidity Funds Treasury Trust Institutional Shares (Ticker: TTTXX)
- Federated U.S. Treasury Cash Reserves Institutional (Ticker: UTIXX)
- Western Asset Institutional U.S. Treasury Reserves Institutional Shares (Ticker: CIIXX)
- Fidelity Institutional Money Market Funds Treasury Only Portfolio Class 1 (Ticker: FSIXX); and it is further

ORDERED that the Settlement Payment shall be allocated to each of the foregoing funds pro rata on the basis of their respective assets under management; and it is further

ORDERED that any interest earned will be re-invested into such funds and shall inure to the benefit of Certificateholders, all subject to future order; and it is further

ORDERED that, within seven (7) business days of the entry of this Order, the Trustee is to effect service of process and to give Interested Persons notice of this proceeding and of the Final Hearing, in the following manner: (a) by mailing by first class mail, to each Certificateholder whose name appears on the Certificate Registry for any of the Covered Trusts and to the general counsel of each monoline insurance company that insures any part of any of the Covered Trusts, a copy of the notice (the "Notice") in substantially the form submitted as Ware Affidavit Exhibit 2, along with the Verified Petition, this Order, and all other papers filed contemporaneously with the Verified Petition (other than the compact disc containing electronic copies of the Governing Agreements); (b) by transmitting the Notice electronically to The Depository Trust Company ("DTC"), which will post the Notice to Certificateholders in accordance with

DTC's established procedures; and (c) by posting the Notice on the Trustee's investor reporting website; and it is further

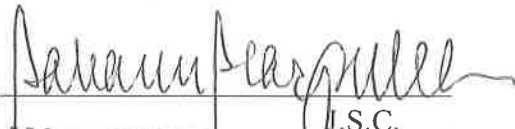
ORDERED that a preliminary status conference with counsel will be held on February 23<sup>rd</sup>, 2016 at 10:00 A.M./P.M., to discuss scheduling of future proceedings herein. No Interested Person (other than Interested Persons who are natural persons) will be heard at the conference whose counsel, by the date of the conference, has not filed a notice of appearance; and it is further

ORDERED that any Interested Person who wishes to be heard on the merits of the questions presented by the petition may appear by counsel or (subject to the limitations imposed by CPLR 321(a)) in person at the Final Hearing and present such evidence or argument as may be proper and relevant; provided, however, that, except for good cause shown, no Interested Person shall be heard and nothing submitted by any Interested Person shall be considered by the Court unless such Interested Person files an Answer to the Verified Petition, and any supporting papers (a "Merits Submission"), on or before March 4, 2016; and it is further

ORDERED that responses to Merits Submissions may be filed electronically within ten days after the deadline for Merits Submissions; and it is further

ORDERED that any Certificateholder who fails to appear at the Final Hearing in the manner described above shall be deemed to have waived the right to be heard on the questions presented by the petition (including any right of appeal) and shall forever be barred from raising the right to be heard on such questions in this or any other action or proceeding, unless the Court orders otherwise.

ENTER:

  
J.S.C.  
**HON. SALIANN SCARPULLA**

**EXHIBIT C**

**FORM OF ESCROW AGREEMENT**

**[Attached]**



THE BANK OF NEW YORK MELLON

**ESCROW AGREEMENT**

**between**

**THE BANK OF NEW YORK MELLON, in its capacity as trustee or indenture trustee of  
the 530 residential mortgage-backed securitization trusts listed in Schedule I hereto**

**and**

**THE BANK OF NEW YORK MELLON, as Escrow Agent**

**dated as of February [●], 2016**

ESCROW ACCOUNT NUMBER 513946

TITLE OF ACCOUNT BNYM as TTEE for the Covered Trusts

**ESCROW AGREEMENT** dated as of February [●], 2016 (the "Escrow Agreement"), by and among THE BANK OF NEW YORK MELLON, a New York banking corporation, as escrow agent (the "Escrow Agent"), and THE BANK OF NEW YORK MELLON, in its capacity as trustee or indenture trustee ("Trustee") of the 530 residential mortgage-backed securitization trusts listed in Schedule I hereto (the "Depositor").

**PRELIMINARY STATEMENTS:**

WHEREAS, the Depositor, in its capacity as Trustee of the 530 residential mortgage-backed securitization trusts listed in Schedule I hereto (the "Covered Trusts") has entered into that certain settlement agreement, dated June 28, 2011 (the "Settlement Agreement"), with Bank of America Corporation ("BAC"), BAC Home Loans Servicing, LP (together with BAC, "Bank of America"), Countrywide Financial Corporation ("CFC") and Countrywide Home Loans, Inc. (together with CFC, "Countrywide"), pursuant to which Bank of America and/or Countrywide are required to pay or cause to be paid, no later than February 10, 2016, an aggregate settlement payment of eight billion five hundred million dollars (\$8,500,000,000) (the "Settlement Payment") to the Covered Trusts in exchange for releases of certain trust claims;

WHEREAS, the portion of the Settlement Payment allocable to each Covered Trust (the "Allocable Share" of such Covered Trust) has been calculated by an allocation expert pursuant to the Settlement Agreement and is set out in the allocation expert's report attached as Exhibit A hereto;

WHEREAS, the Settlement Agreement requires the Trustee to distribute the Allocable Share of each Covered Trust to the certificateholders or noteholders in such Covered Trust in accordance with the provisions of the pooling and servicing agreement or indenture and accompanying sale and servicing agreement (such agreements, the "Governing Agreements") that govern such Covered Trust;

WHEREAS, on February [●], 2016, the Trustee filed a verified petition and commenced a special proceeding pursuant to CPLR § 7701 (the "A77 Proceeding") in the Supreme Court of the State of New York, County of New York (the "A77 Court") in which the Trustee is seeking judicial instructions from the A77 Court concerning contractual questions that bear directly upon the proper distribution of the Allocable Shares of the Covered Trusts to certificateholders or noteholders in the Covered Trusts;

WHEREAS, on February [●], 2016, the A77 Court entered the Order to Show Cause attached as Exhibit B hereto (the "Order to Show Cause") which, *inter alia*, (i) directs the Trustee to enter into this Escrow Agreement; (ii) appoints the Escrow Agent as Escrow Agent under this Escrow Agreement; and (iii), directs the Trustee to deposit the entire Settlement Payment (the "Escrow Amount") into escrow with the Escrow Agent until the Escrow End Date (as defined below);

WHEREAS, a copy of the Order to Show Cause has been delivered to the Escrow Agent; and

WHEREAS, the Escrow Agent is willing to accept the appointment by the A77 Court and, to that end, to act as the Escrow Agent hereunder and hold the Escrow Amount in escrow account no. 513946, titled: BNYM as TTEE for the Covered Trusts (the "Escrow Account") until the Escrow End Date, in each case, subject to and in accordance with the Order to Show Cause and all other orders concerning this Escrow Agreement that the A77 Court may enter from time to time;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, and intending to be legally bound hereby, the Trustee, acting pursuant to the direction and authorization of the A77 Court in the Order to Show Cause, and the Escrow Agent, acting pursuant to its appointment by the A77 Court in the Order to Show Cause, hereby agree as follows:

**I. INSTRUCTIONS:**

1. Escrow Property. The Depositor shall deliver the Escrow Amount to the Escrow Agent by internal transfer to the Escrow Account no later than one (1) Business Day (as defined below) following the later of the date hereof and the date on which the Depositor receives the Settlement Payment from Bank of America and/or Countrywide. The Escrow Amount, plus all interest, dividends and other distributions, payments and earnings

thereon and proceeds thereof (collectively the “Escrow Earnings”) received by the Escrow Agent, less any property and/or funds distributed or paid in accordance with this Escrow Agreement, are collectively referred to herein as “Escrow Property,” and shall be held by the Escrow Agent in escrow and disbursed in accordance with the terms and provisions of this Escrow Agreement, the Order to Show Cause and all other orders concerning this Escrow Agreement that the A77 Court may enter from time to time.

2. Investment and Reinvestment of Escrow Property. During the term of this Escrow Agreement, the Escrow Property shall be invested and reinvested by the Escrow Agent (i) pursuant to the investment and reinvestment instructions set out in the Order to Show Cause and (ii) as otherwise directed by the A77 Court from time to time; provided, however, that, in either case, the investments directed by the A77 Court are investments that the Escrow Agent is able to hold. The Escrow Agent shall have no liability for any loss sustained as a result of (x) any investment selected as indicated in the previous sentence, (y) the liquidation of any investment prior to its maturity or (z) the happenstance that the investments directed by the A77 Court are unavailable in sufficient quantities (or at all) or are investments the Escrow Agent is unable to hold. Any part of the Escrow Property that cannot be invested as directed by the A77 Court shall be held uninvested until otherwise instructed by the A77 Court.

3. Distribution of Escrow Property. Unless at any time during the pendency of the A77 Proceeding the A77 Court directs the Escrow Agent otherwise, the Escrow Agent shall hold and distribute the Escrow Property in the following manner:

(a) The Escrow Agent will hold the Escrow Property in the Escrow Account until five (5) Business Days following the date of an unstayed order in the A77 Proceeding that requires that the Escrow Property be released (the “Escrow End Date”).

(b) Unless an order in the A77 Proceeding provides otherwise, no later than one (1) Business Day following the Escrow End Date, the Escrow Agent will transfer the Escrow Property to the Depositor by an internal transfer of the entire Escrow Property to the Depositor’s Internal Operating Account and the Depositor will transfer the Escrow Property from the Internal Operating Account to the Covered Trusts by internal transfers, as follows:

(i) to the Distribution Account or Payment Account of each Covered Trust, as applicable, an amount equal to the Allocable Share of such Covered Trust; and

(ii) to the Distribution Account or Payment Account of each Covered Trust, an amount equal to (x) the Net Loss Percentage of such Covered Trust (as set out in Exhibit A hereto) *multiplied* by (y) the aggregate amount of Escrow Earnings in the Escrow Account.

4. Authorized Persons. The Depositor shall, on the date of this Escrow Agreement, deliver to the Escrow Agent a certificate in the form of Schedule II hereto as to the incumbency and specimen signature of at least two (2) officers or other representatives of the Depositor authorized to act for and give and receive notices, requests and instructions on behalf of the Depositor in connection with this Escrow Agreement (each such officer or other representative, an “Authorized Person”). From time to time, the Depositor may, by delivering to the Escrow Agent a revised certificate in the form of Schedule II, change the information previously given, but the Escrow Agent shall be entitled to rely conclusively on the then-current schedule until receipt of a superseding schedule.

5. Facsimile/Email Instructions. The Depositor hereby provides to the Escrow Agent and agrees with and accepts the authorizations, limitations of liability, indemnities, security procedure and other provisions set forth on Schedule III hereto in connection with the Escrow Agent’s reliance upon and compliance with instructions and directions sent by the Depositor via email, facsimile and other similar unsecured electronic methods.

6. Addresses. Notices, instructions and other communications shall be sent to (a) the Escrow Agent at The Bank of New York Mellon, Corporate Trust Administration, 101 Barclay Street, New York, New York 10286, Attn.: Escrow Unit—Countrywide Settlement Agreement, email: [matthew.louis@bnymellon.com](mailto:matthew.louis@bnymellon.com); and (b) the Depositor at The Bank of New York Mellon, Corporate Trust Administration, 101 Barclay Street, New York,

New York 10286, Attn.: Trust Default Services—Countrywide Settlement Agreement, email: [Loretta.lundberg@bnymellon.com](mailto:Loretta.lundberg@bnymellon.com) (except that statements under Section 6 of the Terms and Conditions should be sent to Steven Chrysanthis, Vice President, Mortgage Backed Securities Team, Corporate Trust, 7 West 101 Barclay Street, New York, NY 10286).

7. Termination. This Escrow Agreement shall terminate upon the distribution or disbursement by the Escrow Agent of all Escrow Property in accordance with the terms hereof.

8. Compensation. The Escrow Agent shall not be entitled to any fees or other compensation for the Escrow Agent's services hereunder; provided, however, that the Escrow Agent shall be entitled to reimburse itself out of Escrow Earnings in the Escrow Account for such reasonable out-of-pocket expenses, disbursements, charges, advances and other amounts incurred by it in connection with its services hereunder, if any, that the A77 Court may approve from time to time.

## **II. TERMS AND CONDITIONS:**

1. Escrow Agent's Duties. The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein, and no duties, responsibilities or obligations shall be inferred or implied. The Escrow Agent shall not be subject to, nor required to comply with, nor required to inquire as to the performance by the Depositor of any obligation under, the Governing Agreements, the Settlement Agreement or any other agreement to which the Depositor is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Escrow Agreement) from the Depositor. The Escrow Agent shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

2. Agreement for Benefit of Parties. This Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy or claim to any other entity or person whatsoever.

3. Escrow Agent's Reliance on Orders, Etc. If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects Escrow Property (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of Escrow Property), the Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Escrow Agent shall not be liable to the Depositor, any of the Covered Trusts, any certificateholder or noteholder in the Covered Trusts or any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

### **4. The Escrow Agent.**

(a) The Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall the Escrow Agent be liable (i) for acting in accordance with or relying upon (and shall be fully protected in relying upon) any instruction, notice, demand, certificate or document from the Depositor, any entity acting on behalf of the Depositor or any other person or entity that it reasonably believes to be genuine, (ii) for any indirect, consequential, punitive or special damages, even if advised of the possibility thereof, (iii) for the acts or omissions of its nominees, correspondents, designees, subagents or subcustodians selected by it in good faith, or (iv) for an amount in excess of the value of the Escrow Property.

(b) The Escrow Agent may consult with legal counsel as to any matter relating to this Escrow Agreement, and the Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.



(c) The Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including, but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

5. Collections. Unless otherwise specifically set forth herein, the Escrow Agent shall proceed as soon as practicable to collect any checks or other collection items at any time deposited hereunder. All such collections shall be subject to the Escrow Agent's usual collection practices or terms regarding items received by the Escrow Agent for deposit or collection. The Escrow Agent shall not be required, or have any duty, to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder or to exercise any right or privilege that may be afforded to the holder of any such security.

6. Statements. The Escrow Agent shall provide to the Depositor statements (not less frequently than monthly) reflecting activity in the Escrow Account for the preceding period. No statement need be provided for periods in which no Escrow Account activity occurred. Each such statement shall be deemed to be correct and final upon receipt thereof by the Depositor unless the Escrow Agent is notified in writing to the contrary within thirty (30) Business Days of the date of such statement. A "Business Day" shall mean any day on which the Escrow Agent is open for business. The Depositor shall make all statements received from the Escrow Agent hereunder available on (i) its Global Corporate Trust Investor Reporting website and (ii) the Settlement Agreement website (<http://www.cwrmbsettlement.com/index.php>) within five (5) Business Days of receipt of such statement.

7. Limitation of Escrow Agent's Responsibility. The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement.

8. Notices. Notices, instructions or other communications shall be in writing and shall be given to the address set forth in the "Addresses" provision herein (or to such other address as may be substituted therefor by written notification to the other party). Notices to the Escrow Agent shall be deemed to be given when actually received by the Escrow Agent's escrow unit. The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the Depositor or by a person or persons authorized by the Depositor, including persons identified on Authorized Persons schedules delivered pursuant to Section 4 of the Instructions. Whenever under the terms hereof the time for giving a notice or performing an act falls on a Saturday, Sunday or banking holiday, such time shall be extended to the next day on which the Escrow Agent is open for business.

9. Indemnity. The Escrow Agent shall be entitled to reimburse and indemnify itself out of Escrow Earnings in the Escrow Account and hold itself and its affiliates, and its and such affiliates' respective directors, officers, employees, agents, successors and assigns, harmless out of Escrow Earnings in the Escrow Account from and against any and all claims, losses, liabilities, costs, disbursements, damages or expenses (including reasonable attorneys' fees and expenses and court costs) (collectively, "Losses") arising from or in connection with or related to this Escrow Agreement or being the Escrow Agent hereunder (including but not limited to Losses incurred by the Escrow Agent in connection with its successful defense, in whole or in part, of any claim of gross negligence or willful misconduct on its part) if, and only if, the A77 Court approves such Losses for reimbursement and indemnification hereunder; provided, however, that nothing contained herein shall entitle the Escrow Agent to be indemnified for Losses caused by its gross negligence or willful misconduct.

10. Removal and Resignation of Escrow Agent; Successor Escrow Agent.

(a) Subject to a prior direction or authorization from the A77 Court, the Depositor may remove the Escrow Agent at any time by giving to the Escrow Agent forty-five (45) calendar days' prior notice in writing signed by the Depositor. The Escrow Agent may resign at any time by giving forty-five (45) calendar days' prior written notice thereof.

(b) Within ten (10) calendar days after giving the foregoing notice of removal to the Escrow Agent or receiving the foregoing notice of resignation from the Escrow Agent, the Depositor shall select a successor Escrow Agent and seek approval thereof from the A77 Court. If the A77 Court does not approve the selected successor Escrow Agent, the Depositor shall select a different successor Escrow Agent and seek approval thereof from the A77 Court. The Depositor shall repeat this process until the A77 Court approves a selected successor Escrow Agent and upon such approval appoint such successor Escrow Agent as successor Escrow Agent hereunder. If a successor Escrow Agent has not been appointed within forty-five (45) days after the removal or resignation of the Escrow Agent, the Escrow Agent may, in its sole discretion, deliver the Escrow Property to the Depositor at the address provided herein or may apply to the A77 Court for the appointment of a successor Escrow Agent or for other appropriate relief, and thereafter be relieved of all further duties and obligations as Escrow Agent hereunder. The costs and expenses incurred by the Escrow Agent in connection with such proceeding shall be borne by the Escrow Agent unless the A77 Court approves payment of some or all of such costs and expenses (including reasonable attorneys' fees and expenses) from Escrow Earnings in the Escrow Account (the "Approved Costs and Expenses"), in which case the Escrow Agent shall pay itself the Approved Costs and Expenses from Escrow Earnings in the Escrow Account.

(c) Upon receipt of the identity of the successor Escrow Agent, the Escrow Agent shall deliver the Escrow Property then held hereunder to the successor Escrow Agent, less the amount of Approved Costs and Expenses, if any, owed to the Escrow Agent.

(d) Upon delivery of the Escrow Property to the Depositor or, in accordance with the instructions of the A77 Court pursuant to subclause (c) above, to a successor Escrow Agent, the Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

11. Escrow Agent's Obligations in the Event of Ambiguities, Conflicting Claims, Etc.

(a) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than to retain possession of the Escrow Property, unless and until the Escrow Agent receives written instructions, signed by the Depositor, which eliminates such ambiguity or uncertainty.

(b) In the event of any dispute between or conflicting claims by or among any person or entity with respect to any Escrow Property, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Escrow Property so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to the Depositor for failure or refusal to comply with such conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to the Escrow Agent, or (ii) the Escrow Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all Losses which it may incur by reason of so acting. The Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses incurred by the Escrow Agent in connection with such proceeding shall be borne by the Escrow Agent unless the A77 Court approves payment of some or all of such costs and expenses (including reasonable attorneys' fees and expenses) from Escrow Earnings in the Escrow Account (the "Approved Costs and Expenses") in which case the Escrow Agent shall pay itself the Approved Costs and Expenses from Escrow Earnings in the Escrow Account.

12. Governing Law; Jurisdiction; Waiver of Right to Trial by Jury. This Escrow Agreement shall be interpreted, construed, enforced and administered in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. The Depositor hereby submits to the personal jurisdiction of and agrees that all proceedings relating hereto shall be brought in courts located within the City and State of New York

or elsewhere as the Escrow Agent may select. The Depositor hereby waives the right to trial by jury and to assert counterclaims in any such proceedings. To the extent that in any jurisdiction the Depositor may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, the Depositor hereby irrevocably agrees not to claim, and hereby waives, such immunity. The Depositor waives personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to it at the address last specified for notices hereunder, and such service shall be deemed completed ten (10) calendar days after the same is so mailed.

13. Amendments, Etc. Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by all the parties hereto and approved by the A77 Court, and no waiver of any provision hereof shall be effective unless expressed in a writing signed by the party to be charged and approved by the A77 Court.

14. Remedies Cumulative. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

15. Representations and Warranties. The Depositor represents and warrants (a) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other debtor relief laws and that certain equitable remedies may not be available regardless of whether enforcement is sought in equity or at law, and (b) that the execution, delivery and performance of this Escrow Agreement by it do not and will not violate any applicable law or regulation.

16. Illegality, Etc. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

17. Entire Agreement. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior oral or written agreements in regard thereto.

18. Survival of Certain Provisions. Section 8 of the Instructions and Sections 8-9, 12 and 21-22 of the Terms and Conditions of this Escrow Agreement shall survive termination of this Escrow Agreement and/or the resignation or removal of the Escrow Agent.

19. Headings. The headings contained in this Escrow Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof.

20. Counterparts. This Escrow Agreement may be executed by each of the parties hereto in any number of counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original, and all such counterparts shall together constitute one and the same agreement.

21. Certain Tax Matters. The Escrow Agent does not have any interest in the Escrow Property but is serving as escrow holder only, having only possession thereof. The Escrow Agent shall pay from Escrow Earnings in the Escrow Account, or reimburse itself from Escrow Earnings in the Escrow Account for, any transfer taxes or other taxes relating to the Escrowed Property incurred in connection herewith and shall indemnify and hold itself harmless from Escrow Earnings in the Escrow Account for any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide the Escrow Agent with appropriate W-9 forms for tax I.D., number certifications, or W-8 forms for nonresident alien certifications, and will inform the Escrow Agent as to the proper allocation of income in respect of the Escrow Property for annual and periodic tax and other reporting purposes. It is understood that the Escrow Agent shall be responsible for income reporting only with respect to income earned on investment of funds that are a part of the Escrow Property and is not responsible for any

other reporting.

22. Patriot Act Compliance, Etc. In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering and the Customer Identification Program (“CIP”) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Escrow Agent must obtain, verify and record information that allows the Escrow Agent to identify customers (“Applicable Law”), the Escrow Agent is required to obtain, verify and record certain information relating to individuals and entities that maintain a business relationship with the Escrow Agent. Accordingly, the Depositor agrees to provide to the Escrow Agent upon its request from time to time such identifying information and documentation as may be available for the Depositor in order to enable the Escrow Agent to comply with Applicable Law, including, but not limited to, information as to name, physical address, tax identification number and other information that will help the Escrow Agent to identify and verify the Depositor, such as organizational documents, certificates of good standing, licenses to do business or other pertinent identifying information. The Depositor understands and agrees that the Escrow Agent cannot open the Escrow Account unless and until the Escrow Agent verifies the identity of the Depositor in accordance with its CIP.

23. Shareholder Communication Act, Etc. With respect to securities issued in the United States, the Shareholders Communications Act of 1985 (the “Act”) requires Escrow Agent to disclose to the issuers, upon their request, the name, address and securities position of its Depositor who is (a) the “beneficial owner” (as defined in the Act) of the issuer’s securities, if the beneficial owner does not object to such disclosure, or (b) acting as a “respondent bank” (as defined in the Act) with respect to the securities. (Under the Act, “respondent banks” do not have the option of objecting to such disclosure upon the issuers’ request.) The Act defines a “beneficial owner” as any person who has, or shares, the power to vote a security (pursuant to an agreement or otherwise), or who directs the voting of a security. The Act defines a “respondent bank” as any bank, association or other entity that exercises fiduciary powers which holds securities on behalf of beneficial owners and deposits such securities for safekeeping with a bank, such as Escrow Agent. Under the Act, Depositor is either the “beneficial owner” or a “respondent bank.”

- ☐ Depositor is the “beneficial owner,” as defined in the Act, of the securities to be held by Escrow Agent hereunder.
- ☐ Depositor is not the beneficial owner of the securities to be held by Escrow Agent, but is acting as a “respondent bank,” as defined in the Act, with respect to the securities to be held by Escrow Agent hereunder.

IF NO BOX IS CHECKED, ESCROW AGENT SHALL ASSUME THAT DEPOSITOR IS THE BENEFICIAL OWNER OF THE SECURITIES.

For beneficial owners of the securities only:

☐ Depositor objects / ☐ Depositor does not object to the disclosure of its name, address and securities position to any issuer that requests such information pursuant to the Act for the specific purpose of direct communications between such issuer and Depositor.

IF NO BOX IS CHECKED, ESCROW AGENT SHALL RELEASE SUCH INFORMATION UNTIL IT RECEIVES A CONTRARY WRITTEN INSTRUCTION FROM DEPOSITOR.

With respect to securities issued outside of the United States, information shall be released to issuers only if required by law or regulation of the particular country in which the securities are located.

The Depositor agrees to disseminate in a timely manner any proxies or requests for voting instructions, other proxy soliciting material, information statements, and/or annual reports that it receives to any other beneficial owners.

24. Information Sharing. The Bank of New York Mellon Corporation is a global financial organization that provides services to clients through its affiliates and subsidiaries in multiple jurisdictions (the

“BNY Mellon Group”). The BNY Mellon Group may centralize functions including audit, accounting, risk, legal, compliance, sales, administration, product communication, relationship management, storage, compilation and analysis of customer-related data, and other functions (the “Centralized Functions”) in one or more affiliates, subsidiaries and third-party service providers. Depositor consents to the disclosure of and authorizes BNY Mellon to disclose information regarding Depositor to the BNY Mellon Group and to its third-party service providers who are subject to confidentiality obligations with respect to such information, in connection with the Centralized Functions. In addition, the BNY Mellon Group may aggregate Depositor’s data with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Depositor, any of the Covered Trusts or Depositor’s data with Depositor. In addition, BNY Mellon may store the names and business addresses of Depositor’s employees on the systems or in the records of the BNY Mellon Group or its service providers for purposes of the Centralized Functions, and Depositor consents and is authorized to consent to such storage and confirms that the disclosure to and storage by the BNY Mellon Group of such information does not violate any relevant data protection legislation.

25. Successors and Assigns of Escrow Agent. Any corporation or other company into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or other company resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any corporation or other company succeeding to the business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto, except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, each of the parties has caused this Escrow Agreement to be executed by a duly authorized officer as of the day and year first written above.

**THE BANK OF NEW YORK MELLON**, in its capacity as trustee or Indenture trustee of the 530 residential mortgage-backed securitization trusts listed in Schedule I hereto

By: \_\_\_\_\_  
Name:  
Title:

**THE BANK OF NEW YORK MELLON**, as Escrow Agent

By: \_\_\_\_\_  
Name:  
Title:

## **Schedule I**

### List of Covered Trusts

[Attached]

## Schedule II

### Authorized Officers of Depositor

Name	Signature	Phone Number
<u>Loretta Lundberg</u>	_____	<u>212.815.5373</u>
<u>Gerard Facendola</u>	_____	<u>212.815.2695</u>
<u>Steven Chrysanthis</u>	_____	<u>212.815.8318</u>



## Schedule III

### ELECTRONIC METHODS AUTHORIZATION, LIMITATION OF LIABILITY AND INDEMNITY

**Interested Party Authorization, Limitation of Liability and Indemnity.** Depositor hereby authorizes the Escrow Agent and its affiliates (the “Bank”) to rely upon and comply with instructions and directions sent by it via email, facsimile and other similar unsecured electronic methods (but excluding on-line communications systems covered by a separate agreement (such as the Bank’s Inform or CASH-Register Plus system) (“On-Line Communications Systems”)) (“Electronic Methods”) by persons believed by the Bank to be authorized to give instructions and directions on behalf of Depositor. Except as set forth below with respect to funds transfers, the Bank shall have no duty or obligation to verify or confirm that the person who sent such instructions or directions is, in fact, a person authorized to give instructions or directions on behalf of Depositor (other than to verify that the signature on a facsimile is the signature of a person authorized to give instructions and directions on behalf of Depositor); and the Bank shall have no liability for any losses, liabilities, costs or expenses incurred or sustained by Depositor as a result of such reliance upon or compliance with such instructions or directions. Depositor agrees to assume all risks arising out of the use of Electronic Methods to submit instructions and directions to the Bank, including without limitation the risk of the Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

**Funds Transfer Security Procedures.** With respect to any “funds transfer,” as defined in Article 4-A of the Uniform Commercial Code, the following security procedure will apply: Depositor’s payment instruction is to include the name and (in the case of a facsimile) signature of the person initiating the funds transfer request. If the name is listed as an Authorized Person on a certificate in the form of Schedule II hereto delivered pursuant to the Escrow Agreement, the Bank will confirm the instructions by telephone call to any person listed as an Authorized Person, who may be the same person who initiated the instruction. When calling back, the Bank will request from the Depositor’s staff member his or her name. If the name is listed in the Escrow Agent’s records as an Authorized Person, the Bank will confirm the instructions with respect to amount, names and numbers of accounts to be charged or credited and other relevant reference information. Depositor acknowledges that the Bank has offered Depositor other security procedures that are more secure and are commercially reasonable for Depositor, and that Depositor has nonetheless chosen the procedures described in this paragraph. Depositor agrees to be bound by any payment order issued in its name, whether or not authorized, that is accepted by the Bank in accordance with the above procedures. When instructed to credit or pay a party by both name and a unique numeric or alphanumeric identifier (e.g., ABA number or account number), the Bank, and any other bank participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party different than the party named. This applies to beneficiaries as well as any intermediary bank. Depositor agrees to be bound by the rules of any funds transfer network used in connection with any payment order accepted by the Bank hereunder. The Escrow Agent shall not be obliged to make any payment or otherwise to act on any instruction notified to it under this Escrow Agreement if it is unable to validate the authenticity of the request by telephoning an Authorized Person who has not executed the relevant request or instruction of the Depositor. Payment or otherwise to act on any instruction by an Authorized Person of Depositor will be made by the Escrow Agent within three (3) Business Days (as defined in Section 6 of Terms and Conditions) after Escrow Agent’s verification of instructions as set forth above.

**Authorization.** This authorization shall remain in full force and effect until the earlier of termination of the Escrow Agreement or the date it is canceled, revoked or amended by written notice received by the Escrow Agent; and replaces and supersedes any previous authorization from Depositor to the Bank relating to the giving of instructions by facsimile, email or other similar Electronic Methods (but excluding On-Line Communications Systems) in relation to the Escrow Agreement, and is in addition to all other authorizations. Notwithstanding any revocation, cancellation or amendment of this authorization, any action taken by the Bank pursuant to this authorization prior to the Bank’s actual receipt and acknowledgement of a notice of revocation, cancellation or amendment shall not be affected by such notice.

**Indemnity.** The Bank shall be entitled to indemnify itself and hold itself harmless from Escrow Earnings in the Escrow Account against any and all claims, losses, damages liabilities, judgments, costs and expenses (including reasonable attorneys’ fees) (collectively, “Losses”) incurred or sustained by the Bank as a result of or in connection with the Bank’s reliance upon and compliance with instructions or directions given by the Depositor by

Electronic Methods if, and only if, the A77 Court approves such Losses for indemnification hereunder, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Bank, it being understood that the failure of the Bank to verify or confirm that the person giving the instructions or directions is, in fact, an Authorized Person does not constitute gross negligence or willful misconduct.

**Representation.** Depositor hereby represents and warrants to the Bank that this authorization is properly given and has been duly approved by a resolution of its Board of Directors.

**Exhibit A**

Covered Trusts' Allocable Shares

[Attached]

**Exhibit B**

Order to Show Cause

[Attached]