

EXHIBIT R-46

WACHTELL, LIPTON, ROSEN & KATZ

MARTIN LIPTON
HERBERT M. WACHTELL
BERNARD W. NUSSBAUM
LAWRENCE B. PEDOWITZ
PAUL VICZARRONDO, JR.
PETER C. HEIN
HAROLD S. NOVIKOFF
KENNETH B. FORREST
MEYER G. KOPLOW
THEODORE N. MIRVIS
EDWARD D. HERLIHY
DANIEL A. NEFF
ERIC M. ROTH
ANDREW R. BROWNSTEIN
MICHAEL H. BYOWITZ
PAUL K. ROWE
MARC WOLINSKY
DAVID GRUENSTEIN
PATRICIA A. VLAHAKIS
STEPHEN G. GELLMAN
STEVEN A. ROSENBLUM
PAMELA S. SEYMON

STEPHANIE J. SELIGMAN
ERIC S. ROBINSON
JOHN F. SAVARESE
SCOTT K. CHARLES
ANDREW C. HOUSTON
PHILIP MINDLIN
DAVID S. NEILL
JODI J. SCHWARTZ
ADAM O. EMMERICH
GEORGE T. CONWAY III
RALPH M. LEVENE
RICHARD G. MASON
DOUGLAS K. MAYER
MICHAEL J. SEGAL
DAVID M. SILK
ROBIN PANOVA
DAVID A. KATZ
ILENE KNABLE GOTTS
DAVID M. MURPHY
JEFFREY M. WINTNER
TREVOR S. NORWITZ
BEN M. GERMANA

51 WEST 52ND STREET
NEW YORK, N.Y. 10019-6150
TELEPHONE: (212) 403-1000
FACSIMILE: (212) 403-2000

GEORGE A. KATZ (1965-1989)
JAMES H. FOGELSON (1967-1991)

OF COUNSEL

WILLIAM T. ALLEN
PETER C. CANELLOS
DAVID M. EINHORN
THEODORE GEWERTZ
RICHARD D. KATCHER
THEODORE A. LEVINE
ROBERT B. MAZUR
ROBERT M. MORGENTHAU
LEONARD M. ROSEN
MICHAEL W. SCHWARTZ
ELLIOTT V. STEIN
WARREN R. STERN
J. BRYAN WHITWORTH
AMY R. WOLF

COUNSEL

MICHELE J. ALEXANDER
LOUIS J. BARASH
DIANNA CHEN
ANDREW J.H. CHEUNG
PAMELA EHRENKRANZ
ELAINE P. GOLIN
PAULA N. GORDON
NANCY B. GREENBAUM
MAURA R. GROSSMAN
IAN L. LEVIN
J. AUSTIN LYONS
AMANDA N. PERSAUD
HOLLY M. STRUTT
JEFFREY A. WATIKER

ANDREW J. NUSSBAUM
RACHELLE SILVERBERG
DAVID C. BRYAN
STEVEN A. COHEN
GAVIN D. SOLOTAR
DEBORAH L. PAUL
DAVID C. KARP
RICHARD K. KIM
JOSHUA R. CAMMAKER
MARK GORDON
JOSEPH D. LARSON
LAWRENCE S. MAKOW
JEANNEMARIE O'BRIEN
WAYNE M. CARLIN
JAMES COLE, JR.
STEPHEN R. DIPRIMA
NICHOLAS G. DEMMO
IGOR KIRMAN
JONATHAN M. MOSES
T. EIKO STANGE
DAVID A. SCHWARTZ
JOHN F. LYNCH

WILLIAM SAVITT
ERIC M. ROSOF
MARTIN J.E. ARMS
GREGORY E. OSTLING
DAVID B. ANDERS
ADAM J. SHAPIRO
NELSON O. FITTS
JEREMY L. GOLDSTEIN
JOSHUA M. HOLMES
DAVID E. SHAPIRO
DAMIAN G. DIDDEN
ANTE VUCIC
IAN BOCCZO
MATTHEW M. GUEST
DAVID E. KAHAN
DAVID K. LAM
BENJAMIN M. ROTH
JOSHUA A. FELTMAN

December 9, 2010

Kathy D. Patrick, Esq.
Gibbs & Bruns, LLP
1100 Louisiana Street
Suite 5300
Houston, TX 77002

Jason H.P. Kravitt, Esq.
Mayer Brown LLP
1675 Broadway
New York, NY 10019

Re: Agreement of Forbearance

Dear Ms. Patrick and Mr. Kravitt:

We write in reference to Ms. Patrick's letter of October 18, 2010. It is hereby stipulated and agreed by and among the undersigned counsel on behalf of their respective clients:

1. To the extent that Ms. Patrick's letter commenced any time period under the Pooling and Servicing Agreements of the 115 Trusts listed in Exhibit A to Ms. Patrick's letter (the "Original Trusts"), such period shall be tolled starting at the end of the 59th day (that is, at the end of December 16) until 45 days thereafter (that is, at the end of January 30). Any statutes of limitation, repose, or laches applicable to the claims

In Re BNY Mellon
Index No. 651786/11
Depo. Exh. 046

BNYM_CW-00271275

In re BNYM
Index No. 651786/11
Trial Exhibit
R-46

Attorneys' Eyes Only

Kathy D. Patrick, Esq. and Jason H.P. Kravitt, Esq.
December 9, 2010
Page 2

asserted in Ms. Patrick's letter shall also be tolled for a period of forty-five (45) days (to the extent that any such statutes of limitation, repose or laches have not already expired).

2. The 52 Trusts listed in Exhibit A to this letter (the "Additional Trusts") shall be treated as if a letter equivalent to Ms. Patrick's letter of October 18, 2010 ("October 18 Letter") was received with respect to those trusts by our client and The Bank of New York Mellon as Trustee (the "Trustee") — and as if a letter equivalent to our letter of November 4, 2010 was received with respect to those trusts by Ms. Patrick and the Trustee — on December 1, 2010. Any statutes of limitation, repose, or laches applicable to claims relating to the Additional Trusts shall be tolled until January 30, 2011 (to the extent that any such statutes of limitation, repose or laches have not already expired).

In consideration of this forbearance agreement, BAC Home Loans Servicing, LP and the Trustee agree that Ms. Patrick's clients will not bear the legal fees, costs and expenses incurred by the Trustee in connection with the Trustee's counsel's participation in the parties' ongoing discussions concerning the October 18 Letter.

Except as noted above with respect to the payment of legal fees, costs and expenses, nothing herein is intended to limit, modify, supersede, or in any way affect any indemnity rights already available to the Trustee under each PSA for each trust identified in Exhibit A to this letter or to the October 18 Letter.

BAC Home Loans Servicing, LP expressly reserves all rights, arguments and defenses, including but not limited to all rights, arguments and defenses with respect to certificateholder voting rights and interest requirements under the Pooling and Servicing Agreements for each of the Trusts covered by this agreement, including all rights, arguments and defenses with respect to Ms. Patrick's letters of October 18, 2010 and November 12, 2010, except that BAC Home Loans Servicing LP and Trustee shall not dispute that they received those letters on their dates, and shall be deemed to have received the same communications on the Additional Trusts as of December 1, 2010. Any client represented by Ms. Patrick that owns or holds any interest in a certificate in any of these Trusts likewise reserves all rights, arguments and defenses. The Trustee likewise reserves all rights, arguments and defenses.

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

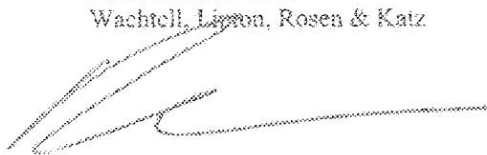
WACHTELL, LIPTON, ROSEN & KATZ

Kathy D. Patrick, Esq. and Jason H.P. Kravitt, Esq.
December 9, 2010
Page 3

Sincerely,



Theodore N. Mirvis
Wachtell, Lipton, Rosen & Katz



Brian E. Pastuszewski
Goodwin Procter LLP



Marc T.G. Dworsky
Munger, Tolles & Olson LLP

Accepted and Agreed to:

GIBBS & BRUNS, LLP,
on behalf of its clients listed on Ex. B, hereto

By: _____
Kathy D. Patrick

MAYER BROWN LLP

By: _____
Jason H.P. Kravitt

WACHTELL, LIPTON, ROSEN & KATZ

Kathy D. Patrick, Esq. and Jason H.P. Kravitt, Esq.
December 9, 2010
Page 3

Sincerely,

Theodore N. Mirvis
Wachtell, Lipton, Rosen & Katz

Brian E. Pastuszewski
Goodwin Procter LLP

Marc T.G. Dworsky
Munger, Tolles & Olson LLP

Accepted and Agreed to:

GIBBS & BRUNS, LLP,
on behalf of its clients listed on Ex. B, hereto

By: 
Kathy D. Patrick

MAYER BROWN LLP

By: _____
Jason H.P. Kravitt

WACHTELL, LIPTON, ROSEN & KATZ

Kathy D. Patrick, Esq. and Jason H.P. Kravitt, Esq.
December 9, 2010
Page 3

Sincerely,

Theodore N. Mirvis
Wachtell, Lipton, Rosen & Katz

Brian E. Pastuszewski
Goodwin Procter LLP

Marc T.G. Dworsky
Munger, Tolles & Olson LLP

Accepted and Agreed to:

GIBBS & BRUNS, LLP,
on behalf of its clients listed on Ex. B, hereto

By: _____
Kathy D. Patrick

MAYER BROWN LLP

By: _____
Jason H.P. Kravitt

Exhibit "A"
Additional Trusts for Forbearance Agreement

Deal Name	Deal Name
CWALT 2004-14T2	CWHL 2007-11
CWALT 2004-29CB	CWHL 2007-14
CWALT 2004-35T2	CWHL 2007-HYB2
CWALT 2004-J6	CWHL 2007-J1
CWALT 2005-16	CWHL 2007-J3
CWALT 2005-19CB	CWL 2004-SD1
CWALT 2005-48T1	CWL 2004-SD2
CWALT 2005-53T2	CWL 2004-SD3
CWALT 2005-59	CWL 2004-SD4
CWALT 2005-65CB	CWL 2005-12
CWALT 2005-6CB	CWL 2006-S9
CWALT 2005-82	CWL 2007-10
CWALT 2005-85CB	CWL 2007-4
CWALT 2006-21CB	
CWALT 2006-23CB	
CWALT 2006-39CB	
CWALT 2006-46	
CWALT 2006-OA21	
CWALT 2006-OC8	
CWALT 2007-15CB	
CWALT 2007-22	
CWALT 2007-5CB	
CWALT 2007-7T2	
CWALT 2007-8CB	
CWALT 2007-HY5R	
CWALT 2007-J2	
CWHL 2004-13	
CWHL 2004-HYB2	
CWHL 2004-HYB5	
CWHL 2004-HYB6	
CWHL 2005-J1	
CWHL 2006-14	
CWHL 2006-15	
CWHL 2006-20	
CWHL 2006-3	
CWHL 2006-HYB1	
CWHL 2006-J4	
CWHL 2006-OA4	
CWHL 2007-10	

Exhibit B to Forbearance Agreement

1. Blackrock Financial Management and its Advisory Affiliates
2. Pacific Investment Management Company LLC
3. Maiden Lane LLC, Maiden Lane II, LLC, Maiden Lane III LLC
4. Kore Advisors, L.P.
5. Neuberger Berman Europe, Ltd.
6. Freddie Mac
7. Western Asset Management Company
8. Metropolitan Life Insurance Company
9. Trust Company of the West and the Affiliated Companies controlled by The TCW Group, Inc.
10. Goldman Sachs Asset Management L.P. on behalf of its funds and accounts
11. Teachers Insurance and Annuity Association of America (TIAA-CREF)
12. Invesco Advisers, Inc.
13. Thrivent Financial for Lutherans
14. LBBW (Landesbank Baden-Wurttemberg)
15. ING Entities¹
16. New York Life Entities²
17. Nationwide Insurance Entities

¹ "ING Entities" means ING Life Insurance and Annuity Co.; ING USA Annuity and Life Insurance Co.; Midwestern United Life Insurance Co.; ReliaStar Life Insurance Co.; ReliaStar Life Insurance Co. of New York; Security Life of Denver Insurance Co.; Whisperingwind III, LLC; Lion Custom Investments LLC; ING Funds Services LLC on behalf of ING Intermediate Bond Fund, a series of ING Investors Trust; ING Balanced Portfolio (Global Bond Sleeve), a series of ING Balanced Portfolio, Inc.; and ING Intermediate Bond Portfolio, a series thereof; ING Investment Trust Co., Plan for Employee Benefit Investment Funds for an on behalf of its Core Fixed Income Fund (SepCo.587) and its Core Plus Fixed Income Fund (SpeCo. 548); ING Investment Mangement Co. on behalf of various managed accounts; ING Bank, fsb; and, ING Financial Holdings Corp.

² "New York Life Entities" means New York Life Insurance Co.; New York Life Insurance And Annuity Corp. Institutionally Owned Life Insurance Separate Accounts BOLI 13, BOLI 13-2, BOLI30C, BOLI30D, and BOLI30E; New York Life Insurance Separate Account 25; and, New York Life Insurance Co. Separate Account #17D-Auto-liv.