NYSCEF DOC. NO. 301

INDEX NO. 651786/2011

RECEIVED NYSCEF: 05/02/2012

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

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), BlackRock Financial Management Inc. (intervenor), Kore Advisors, L.P. (intervenor), Maiden Lane, LLC (intervenor), Metropolitan Life Insurance Company (intervenor), Trust Company of the West and affiliated companies controlled by The TCW Group, Inc. (intervenor), Neuberger Berman Europe Limited (intervenor). Pacific Investment Management Company LLC (intervenor), Goldman Sachs Asset Management, L.P. (intervenor), Teachers Insurance and Annuity Association of America (intervenor), Invesco Advisors, Inc. (intervenor), Thrivent Financial for Lutherans (intervenor), Landesbank Baden-Wuerttemberg (intervenor), LBBW Asset Management (Ireland) plc, Dublin (intervenor), ING Bank fsb (intervenor), ING Capital LLC (intervenor), ING Investment Management LLC (intervenor), Nationwide Mutual Insurance Company and its affiliated companies (intervenor), AEGON USA Investment Management LLC, authorized signatory for Transamerica Life Insurance Company, AEGON Financial Assurance Ireland Limited, Transamerica Life International (Bermuda) Ltd., Monumental Life Insurance Company, Transamerica Advisors Life Insurance Company, AEGON Global Institutional Markets, plc, LIICA Re II, Inc., Pine Falls Re, Inc., Transamerica Financial Life Insurance Company, Stonebridge Life Insurance Company, and Western Reserve Life Assurance Co. of Ohio (intervenor), Federal Home Loan Bank of Atlanta (intervenor), Bayerische Landesbank (intervenor), Prudential Investment Management, Inc. (intervenor), and Western Asset Management Company (intervenor),

Index No. 651786-2011

Kapnick, J.

Petitioners,

for an order, pursuant to C.P.L.R. § 7701, seeking judicial instructions and approval of a proposed settlement.

# AFFIRMATION OF ELAINE P. GOLIN, ESQ. IN SUPPORT OF MEMORANDUM OF NON-PARTIES BANK OF AMERICA AND COUNTRYWIDE IN OPPOSITION TO OBJECTORS' MOTION TO COMPEL PRODUCTION OF LOAN FILES

Elaine P. Golin, an attorney duly admitted to practice before the courts of the State of New York, affirms, under penalty of perjury and CPLR § 2106 as follows:

1. I am a member of the firm of Wachtell, Lipton, Rosen & Katz, attorneys for nonparty Bank of America Corporation ("Bank of America") in this proceeding. I submit this Affirmation in connection with the Memorandum of Non-Parties Bank of America and Countrywide in Opposition to Objectors' Motion to Compel Production of Loan Files.

#### A. The Loan File Request

2. On November 18, 2011, while this action was in federal court, the attorneys for several of the objectors in this proceeding (the "Propounding Objectors")<sup>1</sup> served on Bank of America a subpoena (the "Subpoena"), a true and correct copy of which is attached hereto as Exhibit 1. The Subpoena requested, *inter alia*:

A random sample of 500 loan files for performing loans and 500 loan files for non-performing loans in each of the Covered Trusts. For purposes of this request, the term "loan files" means (i) the complete loan originator, servicer, and master servicer file, including but not limited to origination credit reports, underwriting work sheets, underwriting exceptions granted, appraisal or valuation results, title commitment and policy, AUS findings, loan approval, loan application (Form 1008 and all supporting documents), mortgage note, mortgage or deed of trust, mortgage insurance certificate, HUD1, etc.; (ii) applicable underwriting guidelines; (iii) closing loan tapes and mortgage loan schedules; (iv) evidence of all conveyances and assignments; (v) all loan servicing records, including without limitation, call notes, foreclosure files and communications, loss mitigation files; (vi) all mortgage insurance rescission-related documents; (vii) all records concerning repurchase analysis, demands, investigations, communications; and (viii) servicing guidelines and procedures. For the purposes of this request, a "performing loan" is a mortgage loan where the borrower is less than 60 days delinquent in his or her payments, or not delinquent at all; a "non-performing loan" is a mortgage loan where the borrower is at least 60 days delinquent in his or her payments.

(the "Loan File Request"). Ex. 1 at Request No. 8. This request calls for information relating to 530,000 loans, or approximately one third of the approximately 1.6 million loans held by the covered trusts.

3. On that same day, the Propounding Objectors served on Bank of New York

Mellon ("the Trustee") a set of document requests (the "Document Demand"), a true and correct

The Subpoena stated that it was being served on behalf of the "AIG entities," the Federal Home Loan Bank of San Francisco, the Federal Home Loan Bank of Seattle, RMBS Acquisition Co. LLC, the Walnut Place entities, and the "Public Pension Fund Committee."

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copy of which is attached hereto as Exhibit 2. The Document Demand included an identical Loan File Request. Ex. 2 at Request No. 26.

- 4. On November 21, 2011, before Bank of America's responses to the Subpoena were due, I spoke to Michael Rollin of Reilly Pozner LLP, counsel for the AIG entities, on behalf of the Propounding Objectors, concerning the response date to the Subpoena. During that conversation, Mr. Rollin told me that the Trustee's counsel had taken the position that loan files were in the possession of the Master Servicer (a Bank of America affiliate) and not in the possession of the Trustee. Mr. Rollin asked me if Bank of America would likewise contend that it did not have control over the loan files. In a phone call on November 23, 2011, I told Mr. Rollin that Bank of America reserved all objections to the Loan File Request, but would not contend that the loan files for the covered trusts were not within its custody and control.
- 5. On December 9, 2011, again before Bank of America's responses to the Subpoena were due, I participated in a phone conference with Mr. Rollin, Dan Reilly and other of their colleagues from Reilly Pozner, as well as with Matthew Ingber of Mayer Brown on behalf of the Trustee, and Kathy Patrick of Gibbs & Bruns, on behalf of the Institutional Investors. The Reilly Pozner attorneys discussed other discovery issues with Mr. Ingber and Ms. Patrick. As to loan files, Mr. Rollin informed me that the Propounding Objectors were not really seeking 530,000 loan files, despite the request in the Subpoena, but instead were planning to ask Bank of America for a data tape containing approximately 20 fields of data for all loans in the covered trusts, which they would then use to construct a revised loan file request.
- 6. I told Mr. Rollin and the other lawyers on the call that I viewed this conversation as premature, and that Bank of America's position with respect to loan-file discovery would be set forth in the responses and objections to the Subpoena, to be served December 16, 2011. I

also stated Bank of America would need to understand the Propounding Objectors' theory of relevance with respect to loan files, and that, as to the new request for a data tape (which appeared to be presented as a prelude to a modified loan-file request), we would need to understand what was being sought and how that information would be used.

- 7. On December 12, 2011, Mr. Rollin emailed me, stating that in order for the Propounding Objectors to "modify the request for [530,000] loan files to a more manageable, cost-effective sample size," they would first require "access to sufficient information about the loans deposited into the covered trusts from which to select an appropriate sample" based upon information contained in Bank of America's reporting systems. Rather than provide Bank of America with a list of data fields the Propounding Objectors were seeking, Mr. Rollin suggested that he "have a call" with Bank of America personnel knowledgeable about the reporting systems for the covered trusts. A true and correct copy of the December 12, 2011 email is attached hereto as Exhibit 3.
- 8. On December 14, 2011, I responded to Mr. Rollin by e-mail, a true and correct copy of which is attached hereto as Exhibit 4. I informed Mr. Rollin that the December 12th request was "extremely vague and inappropriate" and that:

the person 'in a best position to describe' servicer reporting systems at [Bank of America] is undoubtedly a business person. Even if your request were concrete enough to allow me to identify who that person is (which it is not), it would not be appropriate at this juncture for you to have an informal discussion with them about what information [Bank of America's] systems can produce.

I also noted that the Propounding Objectors' expressed (though entirely vague) request for a data tape concerning the loans in the covered trusts represented "a large and new additional request."

My e-mail requested that "when you [the Propounding Objectors] have formulated a sufficiently concrete request for data, you serve a new subpoena containing that request." I did not hear

anything further from the Propounding Objectors with respect to the Loan File Request for over six weeks.

- 9. Also on December 14, 2011, the Trustee's counsel, Mr. Ingber of Mayer Brown, emailed counsel for the Propounding Objectors, reiterating that loan files should be sought from Bank of America and not from the Trustee. A true and correct copy of the Trustee's December 14, 2011 email is attached hereto as Exhibit 5.
- 10. On December 16, 2011, Bank of America served its Responses and Objections to the Subpoena, a true and correct copy of which is attached hereto as Exhibit 6. Bank of America objected to the Loan File Request "because it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence." Ex. 6 at 15. Bank of America and Countrywide further objected to the request "as overbroad, unduly burdensome and unfeasible because, *inter alia*, it purports to seek the production of files that could comprise more than 200 million pages of documentary material." *Id*.
- In late January, 2012, Owen Cyrulnik of Grais & Ellsworth, counsel to the Walnut Place entities, now representing the Propounding Objectors, requested a meet-and-confer. On January 31, 2012, I, along with Ted Mirvis and Carrie Reilly, also of Wachtell Lipton, met and conferred with Mr. Cyrulnik and his colleague, Leanne Wilson at our offices. I believe that Mr. Rollin may have listened in by phone but he did not speak. With regard to the Loan File Request, we stated that we viewed the request for 530,000 as preposterously burdensome. We noted that Mr. Rollin had indicated that the request would be narrowed, but that we had not heard from him since December 12, 2011.

- 12. In response, Ms. Wilson stated that the Propounding Objectors wanted Bank of America to "begin" responding to the Loan File Request by producing loan files for 400-500 loans from each of the three trusts in which the Walnut Place entities (Grais & Ellsworth's clients) allege holdings. Mr. Cyrulnik clarified that this was not the entirety of the Propounding Objectors' loan file proposal, but rather "step one" in loan-file production. Mr. Cyrulnik stated that the Propounding Objectors intended to request additional loan files as well.
- 13. I responded that the Propounding Objectors should provide Bank of America with a complete written proposal on loan-file production, so that we could consider it and discuss it with our client. I told Mr. Cyrulnik and Ms. Wilson that we could not respond to their piecemeal request without knowing the scope of loan file production that the Propounding Objectors sought. Mr. Cyrulnik indicated that the Propounding Objectors would develop a complete proposal. We heard nothing further from the Objectors for over three months.
- 14. On May 1, 2012, at the request of Mr. Ingber, I participated in part of a meet-and-confer with Mr. Cyrulnik, Mr. Rollin, John Moon of Miller & Wrubel for the Triaxx entities, David Ko of Keller Rohrback for the Federal Home Loan Banks of Boston, Chicago, and Indianapolis, other Objectors' counsel, Mr. Ingber, and Ms. Patrick. I asked the Objectors' counsel whether the Objectors had a proposal for loan file production. Mr. Cyrulnik said that they did not. I reminded Objectors' counsel that the Court had set a hearing to address Objectors' motion to compel a "sampling" of loan files for May 8, 2012, and asked when the Objectors would be giving us a proposal outlining what Objectors meant by a "sampling." In response to my question and similar questions from Mr. Ingber, Mr. Cyrulnik repeatedly refused to give a date by which the Objectors would provide Bank of America and the Trustee with a proposal for loan file production.

15. As of the date of this affirmation, some three months after our January 31 meetand-confer, we have still not received any proposal from the Objectors with respect to the Loan
File Request. Contrary to the suggestions in the Objectors' Memorandum of Law in support of
their motion to compel that they have "significantly narrowed" the Loan File Request (p. 15,
n.10), the only concrete request for loan files that Bank of America has ever received is the
request for 530,000 loan files contained in the Subpoena – a request that all concerned agree is
unworkable.

# B. Other Documents

- 16. A true and correct copy of the expert report of Brian Lin, as available on the Trustee's public website at www.cwrmbssettlement.com, is attached hereto as Exhibit 7.
- 17. True and correct copies of two presentations by Bank of America and Countrywide, dated January 27, 2011, as produced by the Trustee in this proceeding at bates numbers BNYM\_CW-00000271-77 and BNYM\_CW-00000370-76, are attached hereto as Exhibits 8 and 9, respectively.
- 18. True and correct copies of two presentations by Bank of America and Countrywide, dated February 10, 2011, as produced by the Trustee in this proceeding at bates numbers BNYM\_CW-00000209-22 and BNYM\_CW-00000377-84, are attached hereto as Exhibits 10 and 11, respectively.
- 19. A true and correct copy of a presentation by Bank of America and Countrywide, dated April 11, 2011, as produced by the Trustee in this proceeding with bates numbers BNYM\_CW-00000165-170, is attached hereto as Exhibit 12.

00033324-45, BNYM\_CW-00033346-67, and BNYM\_CW-00000278-369, are attached hereto as Exhibits 13-19, respectively.

- 21. The Trustee made each of Exhibits 8-19 available on November 1, 2011 to any party in this proceeding who entered into a confidentiality agreement.
- 22. A true and correct copy of the expert report of Barry Adler, as available on the Trustee's public website at www.cwrmbssettlement.com, is attached hereto as Exhibit 20.

## C. Transcript and Unreported Cases

- 23. A true and correct copy of *ASR Levensversekering NV* v. *Swiss Re Fin. Prods. Corp.*, Index No. 650557/2009, Slip Op. (Sup. Ct. N.Y. Cnty. Oct. 11, 2011) is attached hereto as Exhibit 21.
- 24. A true and correct copy of *In re IBJ Schroder Bank & Trust Co.*, Index No. 101530/1998, Slip Op. (Sup. Ct. N.Y. Cnty. Aug. 16, 2000) is attached hereto as Exhibit 22.

Dated: May 2, 2012 New York, New York

FILED: NEW YORK COUNTY CLERK 05/02/2012

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INDEX NO. 651786/2011

RECEIVED NYSCEF: 05/02/2012

# EXHIBIT 1

AO 88B (Rev. 06/09) Subpoens to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

# UNITED STATES DISTRICT COURT

for the

Southern District of New York

77.1.250	
Plaintiff )	Civil Action No. 11CIV5988(WHP)
V, )	Civil Action No. 11CIV5988(WHP)
WALNUT PLACE LLC, et al. )	(If the action is pending in another district, state where:
Defendant	J
SUBPOENA TO PRODUCE DOCUMEN OR TO PERMIT INSPECTION OF I	NTS, INFORMATION, OR OBJECTS PREMISES IN A CIVIL ACTION
To: The Custodian of Records of Bank of America Corporati	on, One Bryant Park, New York, New York 10036
Production: YOU ARE COMMANDED to produce documents, electronically stored information, or objects, and praterial:  SEE ATTACHED.	at the time, date, and place set forth below the following permit their inspection, copying, testing, or sampling of the
TNI	Date and Time:
Place: Keller Rohrback LLP 770 Broadway, Second Floor New York, NY 10003	11/30/2011 11:00 am
may inspect, measure, survey, photograph, test, or sample the	
Place:	Date and Time:
Place:	Date and Time:
The provisions of Fed. R. Civ. P. 45(c), relating to yo 45 (d) and (c), relating to your duty to respond to this subpoer	ur protection as a person subject to a subpoena, and Rule
The provisions of Fed. R. Civ. P. 45(c), relating to yo 45 (d) and (c), relating to your duty to respond to this subpoer attached.	ur protection as a person subject to a subpoena, and Rule
The provisions of Fed. R. Civ. P. 45(c), relating to yo 45 (d) and (c), relating to your duty to respond to this subpoer attached.	ur protection as a person subject to a subpoena, and Rule
The provisions of Fed. R. Civ. P. 45(c), relating to you 45 (d) and (c), relating to your duty to respond to this subpoend tached.  Date: 18, 2011	ur protection as a person subject to a subpoena, and Rule ha and the potential consequences of not doing so, are
The provisions of Fed. R. Civ. P. 45(c), relating to you 45 (d) and (e), relating to your duty to respond to this subpoer attached.  Date: 18, 2011  CLERK OF COURT	or protection as a person subject to a subpoena, and Rule ha and the potential consequences of not doing so, are  OR  Attorney's signature
The provisions of Fed. R. Civ. P. 45(c), relating to you 45 (d) and (c), relating to your duty to respond to this subpoer attached.  Date: 100. 18, 2011  CLERK OF COURT  Signature of Clerk or Deputy Clerk	or protection as a person subject to a subpoena, and Rule ha and the potential consequences of not doing so, are  OR  Attorney's signature

AO 88B (Rev. 06/09) Subpoons to Produce Documents, Information, or Objects or to Permit Inspection of Promises in a Civil Action (Page 2)

Civil Action No. 11CIV5988(WHP)

## PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

s received by me on (da			
☐ I served the subpoena by delivering a copy to the named person as follows:			
		41 - 1	or
Unless the subpos	na was issued on behalf of the United iness fees for one day's attendance, ar	States, or one of its officers or agents, Ind the mileage allowed by law, in the am	have also ount of
\$	<u> </u>		
fees are \$	for travel and \$	for services, for a total of \$	0.00
I declare under pe	nalty of perjury that this information i	is true.	
ė:	<u></u>	Server's signature	TINIA TALL
	- Add - Art & F (70).	Printed name and title	

Additional information regarding attempted service, etc:

AO 88B (Rev. 06/09) Subposent to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action(Page 3)

# Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

(c) Protecting a Person Subject to a Subpoena.

- (1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction which may include lost earnings and reasonable attorney's fees on a party or attorney who fails to comply.
  - (2) Command to Produce Materials or Permit Inspection.
- (A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.
- (B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:
- (i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.
- (3) Quashing or Modifying a Subpoena.
- (A) When Required. On timely motion, the issuing court must quash or modify a subpoena that:
  - (i) fails to allow a reasonable time to comply;
- (ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held:
- (ili) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
  - (iv) subjects a person to undue burden.
- (B) When Permitted. To protect a person subject to or affected by a subpoena, the Issuing court may, on motion, quash or modify the subpoena if it requires:
- (i) disclosing a trade secret or other confidential research, development, or commercial information;
- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or
- (iii) a person who is neither a party nor a party's officer to incur substantial expense to trave! more than 100 miles to attend trial.
- (C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoona, order appearance or production under specified conditions if the serving party:
- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

- (d) Duties in Responding to a Subpoena.
- (1) Producing Documents or Electronically Stored Information.

  These procedures apply to producing documents or electronically stored information:
- (A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.
- (B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.
- (C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.
- (D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.
- (2) Claiming Privilege or Protection.
- (A) Information Withheld. A person withholding subpoensed information under a claim that it is privileged or subject to protection as trial-preparation material must:
  - (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.
- (B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.
- (e) Contempt. The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(o)(3)(A)(ii).

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

THE BANK OF NEW YORK MELLON,

11-CIV-5988 (WHP)

Plaintiff,

-against-

WALNUT PLACE LLC, ct al.,

Defendant.

# RULE 45 SUBPOENA TO BANK OF AMERICA CORPORATION

To: The Custodian of Records of Bank of America Corporation, One Bryant Park, New York, New York 10036,

Pursuant to Fed. R. Civ. P. 45, the Custodian of Records of Bank of America Corporation is directed to produce the documents listed in this subpoena at the offices of Keller Rohrback LLP, 770 Broadway, Second Floor, New York, NY 10003, not later than ten days from the date of service of this subpoena. Recipient should refer to Exhibit "A" for definitions of capitalized terms and additional details concerning the manner in which you should respond to these requests. Notice of this Rule 45 Subpoena has been served on all parties and counsel for all proposed intervenors, in accordance with the certificate of service below.

#### REQUESTS FOR DOCUMENTS

You are requested to produce the following:

All documents containing any analysis or consideration of the Proposed

Settlement or Settlement Agreement performed by or communicated to any person

- 2. All documents containing or concerning communications, whether internally at BofA or between You, on the one hand, and BNY Mellon, the Institutional Investors (including any one or more of the Institutional Investors and any employee, agent, or attorney acting on behalf of any one or more of the Institutional Investors), or any other third party, on the other, concerning claims of one or more of the Covered Trusts against You, the Proposed Settlement, the Settlement Agreement, or the Proposed Final Order and Judgment.
- 3. All documents containing or concerning communications whether internally at BofA or between You, on the one hand, and BNY Mellon, the Institutional Investors (including any one or more of the Institutional Investors and any employee, agent, or attorney acting on behalf of any one or more of the Institutional Investors), or any other third party on the other, concerning potential and actual settlement of claims of one or more of the Covered Trusts against You.
- 4. All documents containing or concerning communications whether internally at BofA or between You, on the one hand, and BNY Mellon, the Institutional Investors (including any one or more of the Institutional Investors and any employee, agent, or attorney acting on behalf of any one or more of the Institutional Investors), or any other third party, on the other, concerning the decision to seek judicial approval under Article 77 of the New York Civil Practice Law and Rules.
- 5. All documents containing or concerning communications whether internally at BofA or between You, on the one hand, and BNY Mellon, the Institutional Investors (including any one or more of the Institutional Investors and any employee, agent, or attorney acting on behalf of any one or more of the Institutional Investors), or any other third party, on the other, concerning the decision to seek or require judicial approval of the Proposed Settlement or Settlement Agreement in any particular court or department, for example, New York Supreme Court, any court of any other state, any federal court.
- 6. Documents sufficient to show all business transactions between You, on the one hand, and BNY Mellon or the Institutional Investors (including any one or more of the

Institutional Investors and any employee, agent, or attorney acting on behalf of any one or more of the Institutional Investors), on the other, between October, 19 2010 and the present.

- 7. All documents concerning Your potential or actual liability to the Covered Trusts on any legal theory or factual basis, including without limitation, breaches of representations and warranties, document exceptions, servicing errors, and indemnification of others, including BNY Mellon.
- 8. A random sample of 500 loan files for performing loans and 500 loan files for non-performing loans in each of the Covered Trusts. For purposes of this request, the term "loan files" means (i) the complete loan originator, servicer, and master servicer file, including but not limited to origination credit reports, underwriting work sheets, underwriting exceptions granted, appraisal or valuation results, title commitment and policy, AUS findings, loan approval, loan application (Form 1008 and all supporting documents), mortgage note, mortgage or deed of trust, mortgage insurance certificate, HUD1, etc.; (ii) applicable underwriting guidelines; (iii) closing loan tapes and mortgage loan schedules; (iv) evidence of all conveyances and assignments; (v) all loan servicing records, including without limitation, call notes, foreclosure files and communications, loss mitigation files; (vi) all mortgage insurance rescission-related documents; (vii) all records concerning repurchase analysis, demands, investigations, communications; and (viii) servicing guidelines and procedures. For the purposes of this request, a "performing loan" is a mortgage loan where the borrower is less than 60 days delinquent in his or her payments, or not delinquent at all; a "non-performing loan" is a mortgage loan where the borrower is at least 60 days delinquent in his or her payments.
- 9. All documents related to a potential or actual Event of Default under one or more of the Pooling and Servicing Agreements and/or Sale and Servicing Agreements for one or more of the Covered Trusts.
- 10. All requests or demands that You cure, repurchase, or replace any loan in the Covered Trusts from any source.
  - 11. All documents concerning Your ability to withdraw from the Settlement

Agreement.

- 12. All documents concerning the circumstances under which a Covered Trust would become an Excluded Covered Trust.
- 13. All documents concerning the exclusion of MERS-registered loans from the document cure provisions of the Settlement Agreement.
  - 14. All documents concerning Your holdings in the Covered Trusts.
- 15. All documents concerning any portion of the settlement payment You believe, anticipate, or estimate will be paid to You, whether directly, indirectly, or by withholding any portion of the settlement payment.
- 16. Documents sufficient to show the benefit inuring to You from any delay in consummating the Settlement terms, including, without limitation, interest on the settlement payment.
- 17. All documents concerning all loans in the Covered Trusts of which foreclosure was not possible or may not be possible in the future.
- 18. All documents concerning all loans in the Covered Trusts for which mortgage insurance payment was denied by the insurer.
- 19. All documents concerning or analyzing Bank of America's successor liability for any Countrywide entity, including, without limitation, (a) deal documents and government or regulatory filings in connection with Bank of America's acquisition of Countrywide, and (b) all documents produced or transcripts of depositions taken in *MBIA Insurance Corp. v. Countrywide Home Loans, Inc., et al.*, Index No. 08/602825 (N.Y. Sup. Ct.) regarding Bank of America's successor liability.

Dated: November 18, 2011

REILLY POZNER LLP

Daniel Reilly

Michael Rollin

1900 Sixteenth St., Ste. 1700

By:

Denver, CO 80202 Telephone: (303) 893-6100 Fax: (303) 893-1500 dreilly@rplaw.com mrollin@rplaw.com

Attorneys for AIG Entities

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Attorneys for Federal Home Loan Bank of Seattle

Attorneys for RMBS Acquisition Co. LLC

Attorneys for Walnut Place LLC, Walnut Place II LLC, Walnut Place III LLC, Walnut Place III LLC, Walnut Place IV LLC, Walnut Place V LLC, Walnut Place VI LLC, Walnut Place VIII LLC, Walnut Place VIII LLC, Walnut Place X LLC, Walnut Place X LLC, Walnut Place XI LLC

#### SCOTT + SCOTT LLP

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Attorneys for The Western and Southern Life Insurance Company, Western-Southern Life Assurance Company, Columbus Life Insurance Company, Integrity Life Insurance Company, National Integrity Life Insurance Company, and Fort Washington Investment Advisors, Inc.

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Attorneys for Sterling Federal Bank F.S.B., Bankers Insurance Company, Bankers Life Insurance Company, First Community Insurance Company, and Bankers Specialty Insurance Company

### CERTIFICATE OF SERVICE

I certify that a true and correct copy of these requests was served on all parties and proposed intervenors, by and through their counsel of record, via electronic mail, on this 18<sup>th</sup> day of November, 2011.

\*\*Domanticle\*\*

\*\*Domanticle\*

Ann Romanelli

#### EXHIBIT A

Intervenor-Respondents, by their undersigned counsel, hereby request that Bank of America Corporation respond to the following requests for documents in accordance with the enclosed subpoena and instructions:

#### DEFINITIONS

- 1. The definitions and rules of construction provided in Local Civil Rule 26.3 are incorporated by reference.
- 2. "Bank of America" means Bank of America Corporation and BAC Home Loans Servicing, LP and their successors and assigns, including their officers, employees, agents, and/or any person or entity acting on their behalf.
- 3. "BNY Mellon" means The Bank of New York Mellon and its successors and assigns, including its officers, employees, agents, and/or any person or entity acting on its behalf.
- 4. "Countrywide" means Countrywide Financial Corporation and Countrywide

  Home Loans, Inc. and their successors and assigns, including their officers, employees, agents,
  and/or any person or entity acting on their behalf.
- 5. "Covered Trusts" means the 530 residential mortgage-backed securitization trusts listed on Exhibit A to the Settlement Agreement.
- 6. "Institutional Investors" means the entities listed under Roman numeral "(ii)" in the first paragraph of the Institutional Investor Agreement (defined herein).
- 7. "Institutional Investor Agreement" means the Institutional Investor Agreement between BNY Mellon, Bank of America, Countrywide, and the Institutional Investors, executed on June 28, 2011.
- 8. "Master Servicer" means the same as "master servicer," as defined in the third Whereas clause in the Settlement Agreement (defined herein).
- 9. "Proposed Final Order and Judgment" means the Proposed Final Order and Judgment attached as Exhibit F to BNY Mellon's Verified Petition filed in the Supreme Court of

the State of New York on June 29, 2011.

- 10. "Proposed Settlement" means all terms, provisions, and proposals suggested or considered in the negotiations, discussions, communications, and deliberations that culminated in the Settlement Agreement (defined herein), the Institutional Investor Agreement (defined herein), and the Proposed Final Order and Judgment (defined herein), whether or not incorporated into the Settlement Agreement, the Institutional Investor Agreement, or the Proposed Final Order and Judgment.
- 11. "Settlement Agreement" means the Settlement Agreement between BNY Mellon, Bank of America, and Countrywide, executed on June 28, 2011, and all exhibits to the Settlement Agreement.
  - 12. "Trustee" means BNY Mellon.
  - 13. "You" means Bank of America and Countrywide, as defined above

#### INSTRUCTIONS

- 1. In responding to these requests for documents, set forth the language of each request immediately prior to Your response to that request and identify by Bates number the documents responsive to each request.
- 2. Documents shall be produced as they are kept in the usual course of business or the documents shall be organized and labeled to correspond to the categories in these requests. In the case of documents that were already produced pursuant to federal, state, local government, or administrative requests, investigations, or subpoenas, those documents should be produced in the same manner as they were previously produced by You.
- 3. Documents shall be produced in such fashion as to identify the department, branch or office in whose possession it was located and, where applicable, the natural person in whose possession it was found and the business address of each document's custodian(s).
- 4. You are required to produce the original of each document requested together with all non-identical copies and drafts of each document. If the original of any document cannot be

located and/or produced, provide a copy in lieu thereof, which shall be legible and bound or stapled in the same manner as the original, and produce all other non-identical copies that differ from the original and from the other copies produced for any reason, including without limitation, the making of notes thereon.

- 5. Documents attached to each other in their original form should not be separated when produced. Any attachments to email messages should be produced with, and linked to, the attaching email.
- 6. If You are unable to respond fully to any document request, respond to the extent possible, and specify the reasons for Your inability to respond in full and describe to the best of Your knowledge, information and belief, and with as much particularity as possible, those portions of the document that are not being produced.
- 7. When an objection is made to any request, the objection shall state with specificity all corresponding grounds.
- 8. If any document is withheld, in whole or in part, for any reason, including, but not limited to, any claim of privilege, whether work-product or attorney-client, common interest, confidentiality, or trade secret, You shall provide a privilege log setting forth separately with respect to each document: (a) the nature of the privilege or the ground of confidentiality claimed; (b) the type of document; (c) the authors of the document, including title and affiliation; (d) the addressees of the document, including title and affiliation; (e) all persons who received copies of the document, including titles and affiliations; (f) the date of the document; (g) the subject matter of the document; and (h) the Bates and/or control number(s) assigned to the document.
- 9. If a document contains both privileged and non-privileged material, the non-privileged material must be disclosed to the fullest extent possible without thereby disclosing the privileged material. If a privilege is asserted with regard to part of the material contained in a document, You must clearly indicate the portions as to which the privilege is claimed in accordance with the procedure outlined above.
  - 10. All documents shall be Bates stamped and include the following metadata (to the

extent applicable):

- a. Document Date:
- b. Document Created Date:
- c. Document Modified Dates:
- d. Time Sent:
- e. To:
- f. From:
- g. Cc:
- h. Bcc:
- i. Subject
- j. Filename
- k. Doctype
- Beg Bates
- m. End Bates
- I1. All spreadsheets, including, without limitation, documents produced using Microsoft Excel, shall be produced in native format.
- 12. Documents not otherwise responsive to these requests shall be produced if such documents mention, discuss, refer to, or explain the documents that are called for by these requests, or if such documents are attached to documents called for by the requests and constitute routing slips, transmittal memoranda or letters, comments, evaluations or similar materials.

FILED: NEW YORK COUNTY CLERK 05/02/2012

NYSCEF DOC. NO. 301-2

INDEX NO. 651786/2011

RECEIVED NYSCEF: 05/02/2012

# EXHIBIT 2

# UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

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), *et al*,

Petitioners.

-against-

WALNUT PLACE LLC, et al.,

Intervenor-Respondents.

Case No. 11-cv-5988 (WHP)

# INTERVENOR-RESPONDENTS' FIRST REQUESTS FOR PRODUCTION TO THE BANK OF NEW YORK MELLON

Intervenor-Respondents, by their undersigned counsel, hereby request that The Bank of New York Mellon respond to the following requests for production within 30 days of service.

#### **DEFINITIONS**

- 1. The definitions and rules of construction provided in Local Civil Rule 26.3 are incorporated by reference.
- 2. "Bank of America" means Bank of America Corporation and BAC Home Loans Servicing, LP and their successors and assigns, including their officers, employees, agents, and any person or entity acting on their behalf.
- 3. "BNY Mellon" means The Bank of New York Mellon, and its successors and assigns, including its officers, employees, agents, and any person or entity acting on its behalf.
- 4. "Countrywide" means Countrywide Financial Corporation and Countrywide

  Home Loans, Inc. and its successors and assigns, including their officers, employees, agents, and
  any person or entity acting on its behalf.
- 5. "Covered Trusts" means the 530 residential mortgage-backed securitization trusts listed on Exhibit A to the Settlement Agreement.

- 6. "Institutional Investors" means the entities listed under Roman numeral "(ii)" in the first paragraph of the Institutional Investor Agreement (defined herein).
- 7. "Institutional Investor Agreement" means the Institutional Investor Agreement between BNY Mellon, Bank of America, Countrywide, and the Institutional Investors, executed on June 28, 2011.
- 8. "Master Servicer" means the same as "master servicer," as defined in the third Whereas clause in the Settlement Agreement (defined herein).
- 9. "Proposed Final Order and Judgment" means the Proposed Final Order and Judgment attached as Exhibit F to BNY Mellon's Verified Petition filed in the Supreme Court of the State of New York on June 29, 2011.
- 10. "Proposed Settlement" means all terms, provisions, and proposals suggested or considered in the negotiations, discussions, communications, and deliberations that culminated in the Settlement Agreement (defined herein), the Institutional Investor Agreement (defined herein), and the Proposed Final Order and Judgment (defined herein), whether or not incorporated into the Settlement Agreement, the Institutional Investor Agreement, or the Proposed Final Order and Judgment.
- 11. "Settlement Agreement" means the Settlement Agreement between BNY Mellon, Bank of America, and Countrywide, executed on June 28, 2011, and all exhibits to the Settlement Agreement.
  - 12. "Trustee" means BNY Mellon.
  - 13. "You" means BNY Mellon.

#### **INSTRUCTIONS**

- 1. In responding to these requests for production, set forth the language of each request immediately prior to Your response to that request and identify by Bates number documents responsive to each request.
  - 2. Documents shall be produced as they are kept in the usual course of business or

the documents shall be organized and labeled to correspond to the categories in these requests. In the case of documents that were already produced pursuant to federal, state, local government, or administrative requests, investigations, or subpoenas, those documents should be produced in the same manner as they were previously produced by You.

- 3. Documents shall be produced in such fashion as to identify the department, branch or office in whose possession it was located and, where applicable, the natural person in whose possession it was found and the business address of each document's custodian(s).
- 4. You are required to produce the original of each document requested together with all non-identical copies and drafts of each document. If the original of any document cannot be located and/or produced, provide a copy in lieu thereof, which shall be legible and bound or stapled in the same manner as the original, and produce all other non-identical copies that differ from the original and from the other copies produced for any reason, including without limitation, the making of notes thereon.
- 5. Documents attached to each other in their original form should not be separated when produced. Any attachments to email messages should be produced with, and linked to, the attaching email.
- 6. If You are unable to respond fully to any document request, respond to the extent possible, and specify the reasons for Your inability to respond in full and describe to the best of Your knowledge, information and belief, and with as much particularity as possible, those portions of the document that are not being produced.
- 7. When an objection is made to any request, the objection shall state with specificity all corresponding grounds.
- 8. If any document is withheld, in whole or in part, for any reason, including, but not limited to, any claim of privilege, whether work-product or attorney-client, common interest, confidentiality, or trade secret, You shall provide a privilege log setting forth separately with respect to each document: (a) the nature of the privilege or the ground of confidentiality claimed; (b) the type of document; (c) the authors of the document, including title and affiliation; (d) the

addressees of the document, including title and affiliation; (e) all persons who received copies of the document, including titles and affiliations; (f) the date of the document; (g) the subject matter of the document; and (h) the Bates and/or control number(s) assigned to the document.

- 9. If a document contains both privileged and non-privileged material, the non-privileged material must be disclosed to the fullest extent possible without thereby disclosing the privileged material. If a privilege is asserted with regard to part of the material contained in a document, You must clearly indicate the portions as to which the privilege is claimed in accordance with the procedure outlined above.
- 10. All documents shall be Bates stamped and include the following metadata (to the extent applicable):
  - a. Document Date:
  - b. Document Created Date:
  - c. Document Modified Dates:
  - d. Time Sent:
  - e. To:
  - f. From:
  - g. Cc:
  - h. Bcc:
  - i. Subject
  - j. Filename
  - k. Doctype
  - 1. Beg Bates
  - m. End Bates
- 11. All spreadsheets, including, without limitation, documents produced using Microsoft Excel, shall be produced in native format.
  - 12. Documents not otherwise responsive to these requests shall be produced if such

documents mention, discuss, refer to, or explain the documents that are called for by these requests, or if such documents are attached to documents called for by the requests and constitute routing slips, transmittal memoranda or letters, comments, evaluations or similar materials.

## **REQUESTS FOR PRODUCTION**

You are requested to produce the following:

- 1. All documents BNY Mellon considered when evaluating the Proposed Settlement and deciding to sign the Settlement Agreement. For clarification, this request is broader than documents BNY Mellon *relied upon*.
- 2. All requests for information made by BNY Mellon or its experts in connection with the Proposed Settlement, and all responses to such requests.
- 3. All documents describing or discussing the Proposed Settlement or the Settlement Agreement including but not limited to all drafts of the Settlement Agreement, including drafts of text of any provisions considered by the Trustee, the Institutional Investors, or Bank of America, whether adopted or omitted in the final version Settlement Agreement.
- 4. All documents concerning the decision by BNY Mellon to seek approval of the Proposed Settlement and Settlement Agreement through a proceeding under Article 77 of the New York Civil Practice Law and Rules, including, without limitation, all documents concerning the Proposed Final Order and Judgment.
- 5. All documents concerning the Proposed Settlement or the Settlement Agreement or the claims to be resolved by the Proposed Settlement that were provided to You by the Institutional Investors, Bank of America, Countrywide, or any other third party including, without limitation, experts retained by You.
- 6. All documents concerning the Proposed Settlement or the Settlement Agreement or the claims to be resolved by the Proposed Settlement that were provided by You to the Institutional Investors, Bank of America, Countrywide, or any other third party including, without limitation, experts retained by You.

- 7. All "factual information provided to the Trustee, its counsel, and its experts in connection with the negotiation of the Settlement Agreement" described in Section 13(b) of the Settlement Agreement, including the CD-ROM provided to the Trustee's counsel and experts on June 3, 2011.
- 8. All communications concerning the Proposed Settlement or Settlement Agreement exchanged internally at BNY Mellon and between You and any of (a) Countrywide, (b) Bank of America, (c) any Institutional Investor, (d) any expert witness (and their agents and staff), including without limitation the experts whose reports accompany the BNY Mellon's court filings in Article 77 proceeding, and/or (e) any other third party including, without limitation, any rating agency or government entity.
- 9. All communications between and among BNY Mellon and any certificateholder in the Covered Trusts, including, but not limited to, demands by certificateholders that the Trustee take action on their behalf or on behalf of a Covered Trust and the Trustee's response to such demands.
- 10. All of the "confidential materials" exchanged between You, Bank of America, Countrywide, and the Institutional Investors that are referred to in the ninth "Whereas" clause on page 2 of the Settlement Agreement and in the sixth "Whereas" clause on page 2 of the Institutional Investor Agreement, and all other documents You consider confidential under paragraph 17 of the Institutional Investor Agreement.
- 11. All analyses performed by You (or any third party on Your behalf, including experts and servicers), documents received by You, documents You provided to another, or communications of which You are aware regarding the loans within each Trust that have or will have deficiencies, were the subject of repurchase or substitution requests, or are or will be subject to repurchase by Countrywide or Bank of America, including but not limited to:
  - a. all documents concerning actual and/or potential damages from (i) breaches of representations and warranties, (ii) document exceptions, and/or (iii) servicing-related liability, including any Event of Default in each and all of the Covered Trusts, and (iv) loan defects identified in foreclosure proceedings and

- correspondence with mortgage insurers; and
- b. the loan level exception reports for the Covered Trusts provided by the Trustee to the Master Servicer including, without limitation, those provided on April 14, 2011, April 27, 2011, and April 28, 2011 that are described in Section 6(a)(iv) of the Settlement Agreement, and all documents reflecting whether the loans on the exception reports were cured, substituted or repurchased.

Please segregate the foregoing requested documents into agency loans and non-agency loans.

- 12. All certificates and opinions provided to You or which You provided with respect to compliance with the requirements of the pooling and servicing agreements ("PSAs") and sale and servicing agreements ("SSAs") for each Covered Trust.
- 13. All documents concerning or analyzing Bank of America's successor liability for any Countrywide entity, including, without limitation, (a) deal documents and government or regulatory filings in connection with Bank of America's acquisition of Countrywide, and (b) all documents produced or transcripts of depositions taken in *MBIA Insurance Corp. v. Countrywide Home Loans, Inc., et al.*, Index No. 08/602825 (N.Y. Sup. Ct.) regarding Bank of America's successor liability.
- 14. Any documents assessing or valuing claims against Bank of America for misconduct occurring after its acquisition of Countrywide, including for breaches of representations and warranties, document exceptions, and servicing errors.
- 15. All documents concerning how the Settlement Payment, as that term is defined in Section 3 of the Settlement Agreement, will or may be allocated among the Covered Trusts and among certificateholders in the Covered Trusts.
- 16. All documents concerning potential or actual liability of BNY Mellon for which it will be released or indemnified by the Proposed Settlement and Settlement Agreement, including all communications about and drafts of the Proposed Final Order and Judgment.
- 17. Documents sufficient to show the earliest date on which BNY Mellon and Bank of America agreed to the \$8.5 billion settlement amount.
  - 18. Documents sufficient to show the earliest date on which BNY Mellon and Bank of

America agreed to the servicing improvements set forth in the Settlement Agreement.

- 19. Documents sufficient to show the earliest date on which BNY Mellon and Bank of America agreed on the document cure provisions set forth in the Settlement Agreement.
- 20. Documents sufficient to show the earliest date on which BNY Mellon and Bank of America agreed upon a settlement agreement substantially in the form of the final Settlement Agreement.
- 21. Documents sufficient to show the earliest date on which the Institutional Investors or their counsel were made aware of the final settlement terms memorialized in the Settlement Agreement, including (a) the settlement amount, (b) the servicing improvements, and/or (c) the document cure provisions.
- 22. All documents concerning known, potential, or anticipated objections to the Proposed Settlement or Settlement Agreement by certificateholders, government entities, or any third party.
- 23. All documents concerning Your acceptance of, and commencement of Your position as Trustee for the Covered Trusts, including, but not limited to, business acceptance forms and evaluations concerning the acceptance of the position of Trustee in the Covered Trusts.
- 24. All minutes of any internal BNY Mellon committee, group, or department responsible for overseeing BNY Mellon's trusteeship of the Covered Trusts.
- 25. All documents concerning whether You have any fiduciary duties to the Covered Trusts or to the beneficiaries of the Covered Trusts.
- 26. A random sample of 500 loan files for performing loans and 500 loan files for non-performing loans in each of the Covered Trusts. For purposes of this request, the term "loan files" means (i) the complete loan originator, servicer, and master servicer file, including but not limited to origination credit reports, underwriting work sheets, underwriting exceptions granted, appraisal or valuation results, title commitment and policy, AUS findings, loan approval, loan application (Form 1008 and all supporting documents), mortgage note, mortgage or deed of trust,

mortgage insurance certificate, HUD1, etc.; (ii) applicable underwriting guidelines; (iii) closing loan tapes and mortgage loan schedules; (iv) evidence of all conveyances and assignments; (v) all loan servicing records, including without limitation, call notes, foreclosure files and communications, loss mitigation files; (vi) all mortgage insurance rescission-related documents; (vii) all records concerning repurchase analysis, demands, investigations, communications; and (viii) servicing guidelines and procedures. For the purposes of this request, a "performing loan" is a mortgage loan where the borrower is less than 60 days delinquent in his or her payments, or not delinquent at all; a "non-performing loan" is a mortgage loan where the borrower is at least 60 days delinquent in his or her payments.

- 27. All policies and procedures of the Master Servicer and subservicers on the covered pools concerning delinquent or defaulted loans, loss mitigation procedures, modifications under HAMP or otherwise and including processing of loan modifications for loans at imminent risk of default and the foreclosure of defaulted loans' mortgages and the transfer of title of foreclosed properties, and REO handling.
- 28. All Final Certifications (as that term is defined in the PSAs and SSAs) with respect to Initial Mortgage Loans and Supplemental Mortgage Loans for each of the Covered Trusts.
- 29. All documents and communications concerning the Final Certifications (as that term is defined in the PSAs and SSAs) with respect to Initial Mortgage Loans and Supplemental Mortgage Loans for each of the Covered Trusts, including, but not limited to, documents and communications concerning exceptions noted on the Final Certifications.
- 30. All documents concerning the certificate holdings of the Institutional Investors, Bank of America, or Countrywide in the Covered Trusts, including, but not limited to, documents concerning the voting rights held by the Institutional Investors, Bank of America, or Countrywide.
- 31. All documents which discuss the treatment of investors holding REMIC residual interests.

32. All documents discussing whether to provide consideration to any investor who

sold his position but sustained damages.

33. All documents concerning and disclosing settlements of breach of representation

and warranty claims, including the amount of such settlements, the loans to which the settlement

pertained, who received settlement payments and in what amounts, whether the settlement

involved the repurchase of certificates or compensation for the loss in value of certificates, and

whether the settlement was paid to a trust and distributed through the waterfall.

34. All documents concerning Bank of America's ability to withdraw from the

Settlement Agreement.

35. All documents concerning the circumstances under which a Covered Trust would

become an Excluded Covered Trust.

All documents concerning the exclusion of MERS-registered loans from the 36.

document cure provisions of the Settlement Agreement.

37. All documents concerning all efforts by You to enforce Trust or certificateholder

rights or Bank of America or Countrywide repurchase obligations with respect to one or more of

the Covered Trusts or the loans within the Covered Trusts or otherwise preserve the assets or

value of one or more of the Covered Trusts.

Dated: November 17, 2011

REILLY POZNER LLP

/s/ Michael Rollin By:

> Daniel Reilly Michael Rollin

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Attorneys for AIG Entities

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- 10 -

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s/Bertrand C. Sellier

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Attorneys for Pine River Master Fund Ltd, Pine River Fixed Income Master Fund Ltd, Silver Sands Fund II LLC, Two Harbors Asset I, LLC

#### **CERTIFICATE OF SERVICE**

This is to certify that on this 17<sup>TH</sup> day of November, 2011, a true and correct copy of the **INTERVENOR-RESPONDENTS' FIRST REQUEST FOR PRODUCTION TO THE BANK OF NEW YORK MELLON** was served on the following counsel of record via E-Mail and U.S. MAIL.

Matthew D. Ingber Mayer Brown LLP 1675 Broadway New York, NY 10019 Counsel for The Bank of New York Mellon Hector Gonzalez Dechert LLP 1095 Avenue of the Americas New York, NY 10036

\*BY MAIL ON COUNSEL FOR ALL PETITIONERS, INTERVENORS AND OBJECTORS

Dated: November 17, 2011

s/ Ann Romanelli

FILED: NEW YORK COUNTY CLERK 05/02/2012

NYSCEF DOC. NO. 301-3

INDEX NO. 651786/2011

RECEIVED NYSCEF: 05/02/2012

# EXHIBIT 3

### Golin, Elaine P.

From:

Rollin, Mike [mrollin@rplaw.com]

Sent:

Monday, December 12, 2011 3:20 PM

To: Cc:

Golin, Elaine P.; Ingber, Matthew D. (Mayer Brown) Reilly, Daniel; Kotlarczyk, Michael; Pennington, Clare; Wimmer, Elizabeth

Subject:

Loan Sampling Methodology

#### Flaine and Matt:

Following up on Friday's conversation, I want to continue the dialogue on a methodology for choosing a sample of loan files. Preliminarily, to reiterate, we are prepared to modify the request for loan files to a more manageable, costeffective sample size. We believe that process begins with access to sufficient information about the loans deposited into the Covered Trusts from which to select an appropriate sample. Our expectation is that the loan-level information should be available from readily-accessible servicer reporting systems and that the responding party—whether it's BofA or BNY Mellon—should not have to go to any great expense or effort to aggregate the information. With that in mind, rather than send over a wish list of data fields, it might make sense to have a call with whoever is in the best position to describe what's available through existing reporting. I'd appreciate it if you would let me know if this initial approach is agreeable and when you will have time to discuss those details further.

Thanks much.

Mike

MICHAEL A. ROLLIN REILLY POZNER LLP | WWW.RPLAW.COM 1900 SIXTEENTH STREET, SUITE 1700 DENVER, COLORADO 80202 303-223-2092 | mrollin@rplaw.com



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FILED: NEW YORK COUNTY CLERK 05/02/2012

NYSCEF DOC. NO. 301-4

INDEX NO. 651786/2011

RECEIVED NYSCEF: 05/02/2012

# EXHIBIT 4

#### Golin, Elaine P.

From:

Golin, Elaine P.

Sent:

Wednesday, December 14, 2011 2:51 PM

To:

Rollin, Mike; Ingber, Matthew D. (Mayer Brown); Patrick, Kathy D. (Gibbs & Bruns, L.L.P.)

Cc:

Reilly, Daniel; Kotlarczyk, Michael; Pennington, Clare; Wimmer, Elizabeth

Subject:

RE: Loan Sampling Methodology

Mike,

Apologies for not getting back to you sooner, but I've had (still have) the flu.

Holding aside any and all objections that we have to the loan file request in your subpoena, which we reserve and will set forth in our formal response to your Subpoena, which we will serve on Friday, this proposal does not sound workable for BAC. (I can't of course speak for BNYM).

As an initial matter, I would note that the request is extremely vague and inappropriate at this point. It is difficult to see how trying to figure out the potential universe of "what's available through existing reporting" on a loan-level basis makes sense. Moreover, the person "in a best position to describe" servicer reporting systems at my client is undoubtedly a business person. Even if your request were concrete enough to allow me to identify who that person is (which it is not), it would not be appropriate at this juncture for you to have an informal discussion with them about what information the Bank's systems can produce.

Second, because this is a large new and additional request (as I mentioned on our call last Friday, I believe that there are about 1.7 million loans that make up the original population of the 530 Covered Trusts) not covered by the 19 broad requests in the pending subpeona to BAC, and as my client is a non-party to this proceeding, I would request that, when you have formulated a sufficiently concrete request for data, you serve a new subpoena containing that request.

As far as continuing Friday's conversation goes, I can't speak to Kathy or Matt's availability but I have a reasonable amount of flexibility both Thursday and Friday if others want to get on the phone again.

Best regards,

Elaine

ELAINE GOLIN
WACHTELL, LIPTON, ROSEN & KATZ
51 WEST 52ND STREET
NEW YORK, N.Y. 10019-6150
DIRECT PHONE: (212) 403-1118
DIRECT FAX: (212) 403-2118
EPGOLIN@WLRK.COM

From: Rollin, Mike [mailto:mrollin@rplaw.com]
Sent: Monday, December 12, 2011 3:20 PM

To: Golin, Elaine P.; Ingber, Matthew D. (Mayer Brown)

**Cc:** Reilly, Daniel; Kotlarczyk, Michael; Pennington, Clare; Wimmer, Elizabeth **Subject:** Loan Sampling Methodology

Flaine and Matt:

Following up on Friday's conversation, I want to continue the dialogue on a methodology for choosing a sample of loan files. Preliminarily, to reiterate, we are prepared to modify the request for loan files to a more manageable, cost-effective sample size. We believe that process begins with access to sufficient information about the loans deposited into the Covered Trusts from which to select an appropriate sample. Our expectation is that the loan-level information should be available from readily-accessible servicer reporting systems and that the responding party—whether it's BofA or BNY Mellon—should not have to go to any great expense or effort to aggregate the information. With that in mind, rather than send over a wish list of data fields, it might make sense to have a call with whoever is in the best position to describe what's available through existing reporting. I'd appreciate it if you would let me know if this initial approach is agreeable and when you will have time to discuss those details further.

Thanks much.

Mike

MICHAEL A. ROLLIN

REILLY POZNER LLP | www.rplaw.com
1900 SIXTEENTH STREET, SUITE 1700

DENVER, COLORADO 80202

303-223-2092 | mrollin@rplaw.com



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FILED: NEW YORK COUNTY CLERK 05/02/2012

NYSCEF DOC. NO. 301-5

RECEIVED NYSCEF: 05/02/2012

INDEX NO. 651786/2011

# EXHIBIT 5

### Golin, Elaine P.

From:

Ingber, Matthew D. [MIngber@mayerbrown.com]

Sent:

Wednesday, December 14, 2011 4:37 PM

To:

Golin, Elaine P.; mrollin@rplaw.com; Patrick, Kathy D. (Gibbs & Bruns, L.L.P.)

Cc:

DReilly@rplaw.com; mkotlarczyk@rplaw.com; cpennington@rplaw.com;

ewimmer@rplaw.com

Subject:

RE: Loan Sampling Methodology

Mike - As you know, we believe the request for loan files (or information relating thereto) should be targeted to Bank of America. We've shared with you our views concerning the relevance of that information to the settlement proceeding and our view that any discussion about loan files should happen in the context of a broader discussion about the intervenors' document requests - but we're happy to participate in a call to discuss the issue further. We're generally available on Friday.

Regards,

Matt

Matthew D. Ingber Mayer Brown LLP 1675 Broadway New York, New York 10019

Tel: (212) 506-2373 Fax: (212) 262-1910

mingber@mayerbrown.com

From: EPGolin@wlrk.com [mailto:EPGolin@wlrk.com] Sent: Wednesday, December 14, 2011 2:51 PM

To: mrollin@rplaw.com; Ingber, Matthew D.; kpatrick@gibbsbruns.com

Cc: DReilly@rplaw.com; mkotlarczyk@rplaw.com; cpennington@rplaw.com; ewimmer@rplaw.com

**Subject:** RE: Loan Sampling Methodology

Mike,

Apologies for not getting back to you sooner, but I've had (still have) the flu.

Holding aside any and all objections that we have to the loan file request in your subpoena, which we reserve and will set forth in our formal response to your Subpoena, which we will serve on Friday, this proposal does not sound workable for BAC. (I can't of course speak for BNYM).

As an initial matter, I would note that the request is extremely vague and inappropriate at this point. It is difficult to see how trying to figure out the potential universe of "what's available through existing reporting" on a loan-level basis makes sense. Moreover, the person "in a best position to describe" servicer reporting systems at my client is undoubtedly a business person. Even if your request were concrete enough to allow me to identify who that person is (which it is not), it would not be appropriate at this juncture for you to have an informal discussion with them about what information the Bank's systems can produce.

Second, because this is a large new and additional request (as I mentioned on our call last Friday, I believe that there are about 1.7 million loans that make up the original population of the 530 Covered Trusts) not covered by the 19 broad

requests in the pending subpeona to BAC, and as my client is a non-party to this proceeding, I would request that, when you have formulated a sufficiently concrete request for data, you serve a new subpoena containing that request.

As far as continuing Friday's conversation goes, I can't speak to Kathy or Matt's availability but I have a reasonable amount of flexibility both Thursday and Friday if others want to get on the phone again.

Best regards,

Elaine

ELAINE GOLIN
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NEW YORK, N.Y. 10019-6150
DIRECT PHONE: (212) 403-1118
DIRECT FAX: (212) 403-2118
EPGOLIN@WLRK.COM

From: Rollin, Mike [mailto:mrollin@rplaw.com]
Sent: Monday, December 12, 2011 3:20 PM

To: Golin, Elaine P.; Ingber, Matthew D. (Mayer Brown)

Cc: Reilly, Daniel; Kotlarczyk, Michael; Pennington, Clare; Wimmer, Elizabeth

Subject: Loan Sampling Methodology

Elaine and Matt:

Following up on Friday's conversation, I want to continue the dialogue on a methodology for choosing a sample of loan files. Preliminarily, to reiterate, we are prepared to modify the request for loan files to a more manageable, cost-effective sample size. We believe that process begins with access to sufficient information about the loans deposited into the Covered Trusts from which to select an appropriate sample. Our expectation is that the loan-level information should be available from readily-accessible servicer reporting systems and that the responding party—whether it's BofA or BNY Mellon—should not have to go to any great expense or effort to aggregate the information. With that in mind, rather than send over a wish list of data fields, it might make sense to have a call with whoever is in the best position to describe what's available through existing reporting. I'd appreciate it if you would let me know if this initial approach is agreeable and when you will have time to discuss those details further.

Thanks much.

Mike

MICHAEL A. ROLLIN

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1900 SIXTEENTH STREET, SUITE 1700

DENVER, COLORADO 80202
303-223-2092 | mrollin@rplaw.com



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FILED: NEW YORK COUNTY CLERK 05/02/2012

NYSCEF DOC. NO. 301-6

INDEX NO. 651786/2011
RECEIVED NYSCEF: 05/02/2012

# EXHIBIT 6

SOUTHERN DISTRICT OF NEW YORK	-
THE BANK OF NEW YORK MELLON,	x :
Petitioner,	: 11-CIV-5988 (WHP) :
-against-	: :
WALNUT PLACE LLC, et al.,	: :
Intervenor-Respondents.	:

UNITED STATES DISTRICT COURT

# RESPONSES AND OBJECTIONS OF NON-PARTY BANK OF AMERICA CORPORATION TO INTERVENOR/OBJECTORS' SUBPOENA

Pursuant to Federal Rule of Civil Procedure 45(c)(2)(B), non-party Bank of America Corporation ("Bank of America") hereby responds and objects to the subpoena of eight intervenors and/or objectors (the "Propounding Objectors"), dated November 18, 2011, and the production of documents requested therein (individually, the "Request," and collectively, the "Requests" or the "Subpoena"), as follows:

#### **GENERAL OBJECTIONS**

The following General Objections apply to each individually numbered Request,

Definition and Instruction set forth in the Subpoena and shall have the same force and effect as if

set forth in full in response to each Request, Definition and Instruction:<sup>1</sup>

1. Bank of America objects to the Subpoena as premature, as seeking documents or information exceeding the permissible scope of discovery in this proceeding and as raising substantive issues that, as a matter of comity and judicial efficiency, should not be

Capitalized terms not defined herein have the same meanings as defined in the Settlement Agreement.

decided pending review of the federal court's jurisdiction over this proceeding by the United States Court of Appeals for the Second Circuit.

- 2. Bank of America objects to the Requests as seeking documents or information that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence insofar as such documents and information have no bearing on the reasonableness and good faith of the decision by The Bank of New York Mellon (the "Trustee") to enter into a settlement resolving claims belonging to the Trustee under certain pooling and servicing agreements and indentures (the "Settlement").
- 3. Bank of America objects to the Requests to the extent that they seek documents or information that, while of marginal or no relevance to this proceeding and outside the scope of appropriate discovery herein, are being sought by Propounding Objectors that are pursuing separate actions (pending in this and other courts) against Bank of America, Countrywide Financial Corporation and/or their affiliates.
- 4. Bank of America objects to the Subpoena as overly broad, unduly burdensome and expensive, unreasonable in scope and calculated to harass.
- 5. Bank of America objects to the Subpoena because the Propounding Objectors and their counsel have failed to "take reasonable steps to avoid imposing undue burden or expense on" Bank of America, a non-party, as required by Federal Rule of Civil Procedure 45(c)(1), including, without limitation, by purporting to require Bank of America to produce documents or information within the possession, custody or control of parties to the proceeding before seeking them from non-party Bank of America.
- 6. Bank of America objects to the Subpoena to the extent it seeks to impose requirements that are greater than or different from those set forth by the Federal Rules of Civil

Procedure (the "Federal Rules") and the Local Rules of the United States District Court for the Southern and Eastern Districts of New York (the "Local Rules").

- 7. Bank of America objects to the Requests to the extent that they are vague, ambiguous, confusing, unintelligible or so phrased as to require Bank of America to speculate concerning the meaning intended by the Propounding Objectors.
- 8. Bank of America objects to the Subpoena to the extent it contains erroneous or argumentative factual or legal allegations, conclusions, characterizations or assumptions, and insofar as it purports to require Bank of America to reach legal conclusions. Nothing contained in these responses is intended as, or shall be deemed, an admission, agreement or acceptance of any factual or legal allegation, conclusion, characterization or assumption in the Subpoena.
- 9. Bank of America objects to each Request to the extent it is duplicative of other Requests.
- documents or information not in Bank of America's possession, custody or control and/or to the extent that they seek documents or information in the possession, custody or control of any party to the proceeding. Bank of America further objects to the Subpoena to the extent that it purports to require Bank of America to search the records of its outside attorneys, accountants, or other advisors or consultants.
- 11. Bank of America objects to the Subpoena to the extent it calls for documents or information that do not relate to the subject matter of the proceeding.

- 12. Bank of America objects to the Subpoena on the ground that it fails to allow reasonable time for compliance in light of the broad scope of discovery sought. The Subpoena calls for production of potentially hundreds of millions of pages of documents.
- burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent that it fails to provide any time frame for which documents and information are sought.

  Unless otherwise specified in the responses, and subject to and without waiving any objections,

  Bank of America will construe the relevant time period to be from October 18, 2010 to June 28,

  2011 (the "Relevant Period").
- 14. Bank of America objects to the Subpoena to the extent it seeks documents or information protected from disclosure by the attorney-client privilege, work-product doctrine or any other legally cognizable privilege or immunity. In the event that Bank of America does produce or is required to produce documents or information, the production of any such document or information is without waiver of any privilege or claim of confidentiality. In the event that Bank of America does produce privileged documents or information, the production of any such document or information is inadvertent and does not constitute a waiver of any privilege, immunity or claim of confidentiality.
- 15. Bank of America objects to the Requests to the extent they expressly or impliedly seek information that is confidential or proprietary in nature, or that constitutes protected commercial, financial and/or trade secret information of Bank of America or third parties. In the event Bank of America does or is required to produce documents or information, it will only agree to do so pursuant to a mutually agreeable confidentiality agreement and protective order.

- 16. Bank of America objects to the Requests to the extent that they seek documents or information subject to confidentiality or nondisclosure agreements with third parties.
- 17. Bank of America objects to the Requests to the extent they seek information containing confidential, personal and/or financial information protected from disclosure by statutes governing the privacy rights of consumers and other persons including, but not limited to, the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, *et seq.* In the event that Bank of America does or is required to produce documents or information, Bank of America reserves the right to redact any such information.
- 18. Bank of America objects to the Subpoena as unduly burdensome to the extent it seeks, without reasonable limitation, the production of "all documents" containing, concerning or relating to a given subject matter.
- 19. Bank of America objects to the Subpoena as unduly burdensome and expensive to the extent it seeks the production of documents that would have to be restored from backup tapes or are otherwise not reasonably accessible.
- 20. Bank of America objects to the Requests to the extent that they seek documents containing information in a manner other than that in which such information is maintained by Bank of America in the ordinary course of business.
- 21. Bank of America objects to the Requests to the extent that they seek information or data that is (a) cumulative or duplicative; (b) already, or should be, sought from the Trustee, other parties to this proceeding or their affiliates; (c) already in the possession, custody or control of the Propounding Objectors or their counsel; (d) available publicly or from

some other source that is more convenient, less burdensome or less expensive; or (e) as readily available to the Propounding Objectors as to Bank of America.

- 22. Bank of America objects to the Subpoena to the extent that it seeks the production of documents previously filed in this proceeding or in any other action pending in this Court or any other court.
- 23. If Bank of America undertakes to produce certain documents in the future, its assertion that it will produce documents or provide information in response to a particular request is not to be construed as an admission that any document or information exists within any requested category or categories, but rather solely as an assertion that Bank of America will produce (consistent with the objections raised herein or hereafter) any responsive documents or information within its possession, custody or control should any such documents or information be found.
- 24. If Bank of America undertakes to produce certain documents in the future, the production of those documents will be without waiver of or prejudice to its rights at any later time to object to: (a) the competence, use, relevance, materiality, privilege or admissibility of (i) the Requests or any part thereof, (ii) statements made in these or any future responses and objections to the Subpoena or any part thereof, or (iii) any document produced by Bank of America; or (b) any other demand for discovery involving or relating to the matters raised in the Subpoena.
- 25. Bank of America's responses and objections are based upon information presently known to Bank of America and are set forth without prejudice to Bank of America's right to assert additional objections or supplemental responses. Bank of America reserves the right to amend, supplement, correct or clarify its responses and objections set forth herein.

26. Bank of America remains available to meet and confer concerning the Subpoena and these responses and objections.

#### OBJECTIONS TO THE DEFINITIONS AND INSTRUCTIONS

The following Objections to the Definitions and Instructions incorporate the General Objections, apply to each individually numbered Request set forth in the Subpoena and shall have the same force and effect as if set forth in full in response to each Request:

- 27. Bank of America objects to the defined term "Bank of America" as vague, overly broad and unduly burdensome to the extent that it purports to include any person or entity not under Bank of America's direct control, including attorneys, accountants, advisors or other agents or representatives.
- 28. Bank of America objects to the defined term "BNY Mellon" as vague, overly broad and unduly burdensome to the extent that it purports to include any person or entity not under the direct control of The Bank of New York Mellon Corporation, including attorneys, accountants, advisors or other agents or representatives. Bank of America further objects to the defined term "BNY Mellon" to the extent that it purports to encompass The Bank of New York Mellon Corporation (or any of its successors and assigns, including their officers, employees, agents and/or any person or entity acting on their behalf) acting in any capacity other than as Trustee of the 530 trusts covered by the Settlement.
- 29. Bank of America objects to the defined term "Countrywide" as vague, overly broad and unduly burdensome to the extent that it purports to include any person or entity not under Countrywide's direct control, including attorneys, accountants, advisors or other agents or representatives.

- 30. Bank of America objects to the defined term "Proposed Settlement" as vague, overly broad and unduly burdensome, including, without limitation, to the extent that it purports to include documents, materials or information that were not communicated between parties to the Settlement Agreement and/or the Institutional Investor Agreement.
- 31. Bank of America objects to the defined term "You" as vague, overly broad and unduly burdensome to the extent that it purports to seek information not within the possession, custody or control of Bank of America. Further, Bank of America objects to the defined term "You" to the extent that it implies that Bank of America and Countrywide Financial (together with its affiliates) are not separate entities.
- 32. Bank of America objects to Instructions Nos. 1-5, 8, 10 and 11 as unduly burdensome, expensive and unfeasible to the extent that they purport to impose a duty to produce, organize, label or identify documents in a manner more onerous than required by the Federal Rules and the Local Rules.
- 33. Bank of America objects to Instruction No. 2 to the extent that it seeks documents subject to statutes, regulations, judicial orders or agreements with federal, state or local governmental authorities governing their confidentiality or nondisclosure.
- 34. Bank of America objects to Instruction No. 6 as vague and as unduly burdensome to the extent that it purports to impose any duty to respond to a Request or describe documents withheld in response to a Request in a manner more onerous than required by the Federal Rules and the Local Rules.
- 35. Bank of America objects to Instruction No. 7 as unduly burdensome to the extent that it purports to impose a duty to respond to the Requests in a manner more onerous than

required by the Federal Rules and the Local Rules. Bank of America expressly reserves the right to amend, supplement, correct or clarify its responses and objections set forth herein.

- 36. Bank of America objects to Instructions Nos. 8-9 to the extent that they call for a log of any documents redacted or withheld from production pursuant to claims of attorney-client privilege, work-product protection or other basis for withholding as impractical, unduly burdensome and costly. Because the Requests seek the production of irrelevant documents that could comprise hundreds of millions of pages, including a substantial number of documents that are privileged, confidential and/or otherwise protected from production, because the Subpoena does not contain any reasonable time limitation and because the Propounding Objectors have otherwise failed to take reasonable measures to minimize undue burden and expense on Bank of America, the creation of a privilege log would impose an extraordinary burden on Bank of America. Accordingly, Bank of America will not produce any such log.
- 37. Bank of America objects to Instruction No. 12 as vague, overly broad, unduly burdensome and unfeasible to the extent that it calls for Bank of America to conduct anything other than a reasonably diligent search of its files as maintained in the ordinary course of business to identify responsive documents or otherwise purports to impose a duty to respond to the Requests in a manner more onerous than required by the Federal Rules and the Local Rules. Bank of America further objects to Instruction No. 12 to the extent that it purports to require Bank of America to reach legal conclusions.

#### SPECIFIC RESPONSES AND OBJECTIONS

### Request No. 1:

All documents containing any analysis or consideration of the Proposed Settlement or Settlement Agreement performed by or communicated to any person.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. By way of example, this Request would purport to require discovery of Bank of America's internal analysis and consideration of the Settlement, or any such analysis or consideration that was communicated only to or with its own advisors. Bank of America further objects to this Request as vague, overbroad, unduly burdensome and duplicative of other Requests. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities, and to the extent it seeks documents within the possession, custody or control of parties to the proceeding. Therefore, Bank of America will not produce documents in response to Request No. 1.

#### Request No. 2:

All documents containing or concerning communications, whether internally at BofA or between You, on the one hand, and BNY Mellon, the Institutional Investors (including any one or more of the Institutional Investors and any employee, agent, or attorney acting on behalf of any one or more of the Institutional Investors), or any other third party, on the other, concerning claims of one or more of the Covered Trusts against You, the Proposed Settlement, the Settlement Agreement, or the Proposed Final Order and Judgment.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks

documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as vague, overbroad, unduly burdensome and duplicative of other Requests. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities. Bank of America further objects to this Request to the extent it seeks documents within the possession, custody or control of the Trustee, the Institutional Investors or other parties to the proceeding and are more appropriately sought from those parties rather than from non-party Bank of America. Therefore, Bank of America will not produce documents in response to Request No. 2.

#### Request No. 3:

All documents containing or concerning communications whether internally at BofA or between You, on the one hand, and BNY Mellon, the Institutional Investors (including any one or more of the Institutional Investors and any employee, agent, or attorney acting on behalf of any one or more of the Institutional Investors), or any other third party on the other, concerning potential and actual settlement of claims of one or more of the Covered Trusts against You.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as vague, overbroad, unduly burdensome and duplicative of other Requests. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities. Bank of America further objects to this Request to the extent it seeks documents within the possession, custody or control of the Trustee, the Institutional Investors or other parties to the

proceeding and are more appropriately sought from those parties rather than from non-party Bank of America. In addition, the intervenor/objectors themselves are aware of any communications concerning "potential . . . settlement" of claims, if any, in which one or more may have participated and which may be within the scope of appropriate discovery herein.

Therefore, Bank of America will not produce documents in response to Request No. 3.

### Request No. 4:

All documents containing or concerning communications whether internally at BofA or between You, on the one hand, and BNY Mellon, the Institutional Investors (including any one or more of the Institutional Investors and any employee, agent, or attorney acting on behalf of any one or more of the Institutional Investors), or any other third party, on the other, concerning the decision to seek judicial approval under Article 77 of the New York Civil Practice Law and Rules.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as vague, overbroad, unduly burdensome and duplicative of other Requests. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, common-interest privilege, work-product doctrine and/or other privileges and immunities. Bank of America further objects to this Request to the extent it seeks documents within the possession, custody or control of the Trustee, the Institutional Investors or other parties to the proceeding and are more appropriately sought from those parties rather than from non-party Bank of America. Therefore, Bank of America will not produce documents in response to Request No. 4.

#### Request No. 5:

All documents containing or concerning communications whether internally at BofA or between You, on the one hand, and BNY Mellon, the Institutional Investors (including any one or more of the Institutional Investors and any employee, agent, or attorney acting on behalf of any one or more of the Institutional Investors), or any other third party, on the other, concerning the decision to seek or require judicial approval of the Proposed Settlement or Settlement Agreement in any particular court or department, for example, New York Supreme Court, any court of any other state, any federal court.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as vague, overbroad, unduly burdensome and duplicative of other Requests. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, common-interest privilege, work-product doctrine and/or other privileges and immunities. Bank of America further objects to this Request to the extent it seeks documents within the possession, custody or control of the Trustee, the Institutional Investors or other parties to the proceeding and are more appropriately sought from those parties rather than from non-party Bank of America. Therefore, Bank of America will not produce documents in response to Request No. 5.

#### Request No. 6:

Documents sufficient to show all business transactions between You, on the one hand, and BNY Mellon or the Institutional Investors (including any one or more of the Institutional Investors and any employee, agent, or attorney acting on behalf of any one or more of the Institutional Investors), on the other, between October 19, 2010 and the present.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks

documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as vague, overbroad and unduly burdensome. In particular, Request No. 6 purports to seek documents sufficient to show all business transactions between Bank of America and Countrywide, on the one hand, and an unknown number of employees, agents or attorneys of the Trustee and any of the Institutional Investors in their capacities as retail customers of Bank of America and/or Countrywide, on the other. Bank of America further objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent that it requests documents or information concerning "all business transactions" between October 19, 2010 to the present.

Bank of America further objects to this Request as seeking documents or information containing confidential and/or personally identifying information. Bank of America further objects to this Request to the extent it seeks documents within the possession, custody or control of the Trustee, the Institutional Investors or other parties to the proceeding and are more appropriately sought from those parties rather than from non-party Bank of America. Therefore, Bank of America will not produce documents in response to Request No. 6 at this time. Bank of America is willing to meet and confer in order to narrow the overbroad and unduly burdensome scope of this Request and to consider producing relevant, non-privileged information, if any exists, to the extent that there is reciprocal discovery of a commensurate scope of and concerning all objectors, including, without limitation, the Propounding Objectors.

#### Request No. 7:

All documents concerning Your potential or actual liability to the Covered Trusts on any legal theory or factual basis, including without limitation, breaches of representations and warranties, document exceptions, servicing errors, and indemnification of others, including BNY Mellon.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as vague, overbroad, unduly burdensome and duplicative of other Requests. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities. Bank of America further objects to this Request to the extent that responding to this Request purports to require Bank of America to reach legal conclusions. Therefore, Bank of America will not produce documents in response to Request No. 7.

#### Request No. 8:

A random sample of 500 loan files for performing loans and 500 loan files for non-performing loans in each of the Covered Trusts. For purposes of this request, the term "loan files" means (i) the complete loan originator, servicer, and master servicer file, including but not limited to origination credit reports, underwriting work sheets, underwriting exceptions granted, appraisal or valuation results, title commitment and policy, AUS findings, loan approval, loan application (Form 1008 and all supporting documents), mortgage note, mortgage or deed of trust, mortgage insurance certificate, HUD1, etc.; (ii) applicable underwriting guidelines; (iii) closing loan tapes and mortgage loan schedules; (iv) evidence of all conveyances and assignments; (v) all loan servicing records, including without limitation, call notes, foreclosure files and communications, loss mitigation files; (vi) all mortgage insurance rescission-related documents; (vii) all records concerning repurchase analysis, demands, investigations, communications; and (viii) servicing guidelines and procedures. For the purposes of this request, a "performing loan" is a mortgage loan where the borrower is less than 60 days delinquent in his or her payments, or not delinquent at all; a "non-performing

loan" is a mortgage loan where the borrower is at least 60 days delinquent in his or her payments.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request because it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as overbroad, unduly burdensome and unfeasible because, *inter alia*, it purports to seek the production of files that could comprise more than 200 million pages of documentary material. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities. Bank of America further objects to this Request as seeking documents or information containing confidential and/or personally identifying information. Bank of America further objects to this Request to the extent it is duplicative of other Requests. Bank of America further objects to this Request to the extent that the terms "random sample," "performing loans" and "non-performing loans" are vague and/or susceptible to more than one interpretation. Therefore, Bank of America will not produce documents in response to Request No. 8.

#### Request No. 9:

All documents related to a potential or actual Event of Default under one or more of the Pooling and Servicing Agreements and/or Sale and Servicing Agreements for one or more of the Covered Trusts.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as vague, overbroad, unduly burdensome and duplicative of other

Requests. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities.

Bank of America further objects to this Request to the extent it seeks documents within the possession, custody or control of the Trustee, the Institutional Investors or other parties to the proceeding and are more appropriately sought from those parties rather than from non-party Bank of America. Bank of America further objects to this Request to the extent that responding to this Request purports to require Bank of America to reach legal conclusions. Subject to and without waiving the foregoing General and Specific Objections, Bank of America will produce relevant, non-privileged documents from the Relevant Period responsive to Request No. 9, if any exist, that it is able to locate after a reasonably diligent search.

### Request No. 10:

All requests or demands that You cure, repurchase, or replace any loan in the Covered Trusts from any source.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request because it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as vague, overbroad, unduly burdensome and duplicative of other Requests. Bank of America further objects to this Request to the extent it seeks documents within the possession, custody or control of the Trustee, the Institutional Investors or other parties to the proceeding and are more appropriately sought from those parties rather than from non-party Bank of America. Therefore, Bank of America will not produce documents in response to Request No. 10.

#### Request No. 11:

All documents concerning Your ability to withdraw from the Settlement Agreement.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request as vague and to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as duplicative of other Requests. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities, or documents that are within the possession, custody or control of parties to the proceeding and are more appropriately sought from those parties rather than from non-party Bank of America. Bank of America further objects to this Request to the extent that responding to this Request purports to require Bank of America to reach legal conclusions. Bank of America further objects to this Request to the extent that the Settlement Agreement speaks for itself. Therefore, Bank of America will not produce documents in response to Request No. 11.

#### Request No. 12:

All documents concerning the circumstances under which a Covered Trust would become an Excluded Covered Trust.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as duplicative of other Requests. Bank of America further objects to this

Request as vague, overbroad and unduly burdensome. Bank of America further objects to this Request to the extent that it seeks either documents that are protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities, or documents that are within the possession, custody or control of parties to the proceeding and are more appropriately sought from those parties rather than from non-party Bank of America. Bank of America further objects to this Request to the extent that responding to this Request purports to require Bank of America to reach legal conclusions. Bank of America further objects to this Request to the extent that the Settlement Agreement speaks for itself. Therefore, Bank of America will not produce documents in response to Request No. 12.

#### Request No. 13:

All documents concerning the exclusion of MERS-registered loans from the document cure provisions of the Settlement Agreement.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request as vague and to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as duplicative of other Requests. Bank of America further objects to this Request to the extent that it seeks either documents that are protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities, or documents that are within the possession, custody or control of parties to the proceeding and are more appropriately sought from those parties rather than from non-party Bank of America.

Therefore, Bank of America will not produce documents in response to Request No. 13.

#### Request No. 14:

All documents concerning Your holdings in the Covered Trusts.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request because it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence insofar as Bank of America is a non-party and is not advocating that the Settlement is or is not beneficial to certificateholders. Bank of America further objects to this Request as overbroad and unduly burdensome to the extent that it purports to seek documents concerning holdings of all Bank of America and Countrywide employees and agents in the Covered Trusts. Therefore, Bank of America will not produce documents in response to Request No. 14.

#### Request No. 15:

All documents concerning any portion of the settlement payment You believe, anticipate, or estimate will be paid to You, whether directly, indirectly, or by withholding any portion of the settlement payment.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request as vague and because it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request to the extent that it seeks documents that are protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities.

Therefore, Bank of America will not produce documents in response to Request No. 15.

#### Request No. 16:

Documents sufficient to show the benefit inuring to You from any delay in consummating the Settlement terms, including, without limitation, interest on the settlement payment.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request because it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request to the extent that it implies that Bank of America seeks anything other than a timely and efficient conclusion to this proceeding and notes that the litigation conduct of certain of the Propounding Objectors has itself delayed these proceedings. Bank of America further objects to this Request to the extent that it seeks documents that are protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities. Therefore, Bank of America will not produce documents in response to Request No. 16.

#### Request No. 17:

All documents concerning all loans in the Covered Trusts of which foreclosure was not possible or may not be possible in the future.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request as vague and to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as vague, overbroad, unduly burdensome and duplicative of other Requests. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities. Bank of America further objects to this Request to the extent that responding to this

Request purports to require Bank of America to reach legal conclusions. Therefore, Bank of America will not produce documents in response to Request No. 17.

#### Request No. 18:

All documents concerning all loans in the Covered Trusts for which mortgage insurance payment was denied by the insurer.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as vague, overbroad, unduly burdensome and duplicative of other Requests. Bank of America further objects to this Request as seeking documents protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities. Therefore, Bank of America will not produce documents in response to Request No. 18.

### Request No. 19:

All documents concerning or analyzing Bank of America's successor liability for any Countrywide entity, including, without limitation, (a) deal documents and government or regulatory filings in connection with Bank of America's acquisition of Countrywide, and (b) all documents produced or transcripts of depositions taken in *MBIA Insurance Corp.* v. *Countrywide Home Loans, Inc., et al.*, Index No. 08/602825 (N.Y. Sup. Ct.) regarding Bank of America's successor liability.

Response: Bank of America incorporates its General Objections and Objections to the Definitions and Instructions and further objects to this Request to the extent that it seeks documents that are neither relevant to the Trustee's decision to enter into the Settlement nor reasonably calculated to lead to the discovery of admissible evidence. Bank of America further objects to this Request as seeking documents that are either (i) publicly available, (ii) within the

possession, custody or control of parties and more appropriately sought from them rather than from non-party Bank of America, or (iii) protected by the attorney-client privilege, work-product doctrine and/or other privileges and immunities. Bank of America further objects to this Request to the extent that responding to this Request purports to require Bank of America to reach legal conclusions. Therefore, Bank of America will not produce documents in response to Request No. 19.

### WACHTELL, LIPTON, ROSEN & KATZ

By:

Dated: December 16, 2011

New York, New York

Theodore N. Mirvis Elaine P. Golin Carrie M. Reilly David P. Jang

Attorneys for Bank of America Corporation

51 West 52nd Street

New York, New York 10019 Telephone: (212) 403-1000

Facsimile: (212) 403-2000

### **CERTIFICATE OF SERVICE**

I, David P. Jang, hereby certify that on December 16, 2011, I caused a true and correct copy of Responses and Objections of Non-Party Bank of America Corporation to Intervenor/Objectors' Subpoena to be served by hand and e-mail upon:

David S. Preminger Keller Rohrback LLP 770 Broadway, Second Floor New York, NY 10003 dpreminger@kellerrohrback.com

David P. Jang

FILED: NEW YORK COUNTY CLERK 05/02/2012

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EXHIBIT 7



10 East 40<sup>th</sup> Street New York, NY 10016 www.rrmsco.com

Brian Lin Managing Director RRMS Advisors 10 East 40<sup>th</sup> Street New York, NY 10016

June 7, 2011

The Bank of New York Mellon One Wall Street, 11<sup>th</sup> Floor New York, NY 10286

Subject:

Opinion Concerning Contemplated Settlement Amount for 530 Trusts

Gentlemen:

Attached please find my independent opinion regarding the contemplated settlement amount for 530 Trusts rendered at the request of your counsel, Mayer Brown.

Should you have any question, please feel free to contact me at (212) 843-9413.

Yours truly,

Brian Lin

**Managing Director** 

Buan In



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### **Engagement**

The Bank of New York Mellon (BNYM) currently acts as Trustee on behalf of the named Trusts and respective investors. In this capacity, BNYM has engaged me to render an independent professional opinion relating to the settlement amount of 530 Trusts (Settlement Portfolio). The underlying collateral are comprised predominately of Alt "A", Subprime, Prime and Pay-Option Arm with a diminutive amount of HELOC and Second Lien residential mortgage loans.

### Gibbs & Bruns Spreadsheet

### **Opinion Summary**

I, in conjunction with selected RRMS Advisors personnel under my supervision, have performed a review of the "All Consortium Deals" summarized in the spreadsheet provided by the Investor Group represented by Gibbs & Bruns (Investor Group). Based on the review performed and discussions with representatives from the Investor Group, the presentation appears reasonable with respect to the overall methodology utilized in calculating the settlement amount.

The pros and cons of their calculations are as follows:

### Pros:

- > Obtaining collateral information from a publicly available third party source.
- > Stratification of aggregate population according to performance status.
- ➤ Logical calculations in order to determine projected losses.
- > Logical calculations and utilization of "Breach Rate" and "Success Rate" haircuts.

### Cons:

- Questionable default and loss severity assumptions.
- > Aggressive "Breach Rate" and "Success Rate" assumptions.

### **Assumptions:**

➤ Collateral information is as of the February 2011 remittance reports, and has been obtained from Intex.

### **Detailed Opinion**

Using certain assumptions obtained from Intex, Bank of America (BofA) mortgage research, along with a forensic underwriting review performed by an independent third party, the Investor Group has estimated BofA's exposure amount under various scenarios.

The first step in the methodology was to stratify the Settlement Portfolio on the basis of collateral type and performance status. Up to date balances were obtained from Intex with respect to non-delinquent loans as well as loans greater than 60 days delinquent (which also included the population of loans in bankruptcy, foreclosure and REO). The population of previously modified current loans was also



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obtained from LoanPerformance, courtesy of MetLife. Please note that without verification, I have accepted the balances presented within each stratification bucket as being correct, and have drawn a conclusion accordingly. In addition, categorizing the pool on this basis proved logical since it allowed for the application of various default and loss assumptions to the different performance status buckets of the portfolio.

At the core of the analysis was the utilization of default and loss severity assumptions. Loss severity, the percentage of lost principal when a loan is foreclosed or sold, was directly obtained from Intex by utilizing data for the three most recent months (averaging 66% for the entire Settlement Portfolio). While based on historical information, this data point can be considered limited since it presents a very short-term time period sample. There is no guarantee that this degree of loss severity will be consistent going forward and based on longer-term trends observed in research reports and other publications, severity rates have in actuality been lower. As for default rates, this particular data was in part taken from Amherst and BofA mortgage research reports. For the population examined in these reports, it was projected that the default rate for loans over 60 days delinquent was approximately 90%. Using this data, a default rate of 50% was derived for the remaining population of the portfolio which represented the current non-modified loans (including loans 30 days delinquent). Furthermore, a 90% default rate assumption was made for previously modified current loans. Although I categorize these calculations as logical, I did not verify any assumptions used to calculate the projected loan default and loss severity figures of the underlying collateral in the research reports.

Default and loss severity rates were then applied to each performance status bucket of the Settlement Portfolio, resulting in a calculation of aggregate actual/projected losses. The actual/estimated loss figure was derived as follows: The sum of (a) actual realized losses (\$25B – obtained from Intex), (b) projected losses on loans 60+ days delinquent as well as on previously modified current loans (\$50.4B), and (c) projected losses on non-modified current loans (including loans 30 days delinquent) (\$32.4B) totals \$107.8B. While the assumptions used to project losses can be debated, the mathematical formulas utilized to obtain the results are clear-cut and unquestionable.

After actual and estimated losses were calculated, certain haircuts were applied. The first, "Breach Rate", is the percentage of representation & warranties breached for defected loans in the portfolio; not every loan experiencing a loss was covered by the representations & warranties given to private label securities. As a result, this haircut represents the percentage of loans found defective which were submitted to BofA for repurchase. There is a possibility that BofA may offer resistance relating to some of these loans, resulting in a buyback rejection; thus the "Success Rate" represents the percentage of loans submitted to BofA which would actually be repurchased. The product of (a) the actual/estimated losses of the Settlement Portfolio, (b) the "Breach Rate", and (c) the "Success Rate", represents the expected settlement amount. In my opinion, the calculation and utilization of these particular haircuts is logical since BofA's willingness and legal obligation to repurchase certain loans represents the largest hurdle from Investor Group's perspective.



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The "Breach Rate" and "Success Rate" were obtained by a third party who completed a forensic underwriting project of a non-agency whole loan portfolio. This review consisted of approximately 250,000 loans of similar product types, and of the same origination period as the Settlement Portfolio. It was observed that there was an instance of a breach in approximately 60% of the loans examined and the actual repurchase rate of these loans by the originator ranged between 50% and 75%. I was not able to verify these figures since I was not given access to any documents or specifics pertaining to this underwriting review. However, based on the limited amount of publicly available information and my industry knowledge, it is my opinion that these percentages are too high.

Utilizing a range of "Breach Rates" and "Success Rates", expected settlement amounts were calculated for each performance status bucket of the Settlement Portfolio. Using BofA's haircut assumptions provided by Investor Group, the settlement amount totals \$15.5B. Using assumptions from the Investor Group's analysis which are relatively more severe, the totals range from \$27.0B to \$52.6B.

In conclusion, although I classify certain assumptions as disputable to some degree, the overall methodology utilized is reasonable for the purposes of Investor Group's presentation.



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### April 11, 2011 BofA Presentation

### **Opinion Summary**

I, in conjunction with selected RRMS Advisors personnel under my supervision, have performed a review of the "Presentation to Gibbs & Bruns" dated April 11, 2011 provided by BofA. Based on the review performed and discussions with representatives from BofA, the presentation appears reasonable with respect to the overall methodology utilized in calculating the settlement amount.

The pros and cons of their calculations are as follows:

### Pros:

- > Utilized a reference mortgage pool representing actual repurchase experience.
- > Reasonable approach in calculating "Defect Rates" for the Settlement Portfolio.

### Cons:

- Comparison basis between conforming and non-conforming portfolios.
- > Inconsistent methodology in calculating certain percentages for the subprime portion of the Settlement Portfolio.
- ➤ Lack of historical data to confirm BofA's "Defect Rates" and "Lesser Representation" haircut assumptions.

### **Assumptions:**

➤ All collateral information is as of March 31, 2011.

### **Detailed Opinion**

Using certain assumptions based on the collateral performance of a GSE portfolio originated between 2004 and 2008, BofA has estimated their exposure as being approximately \$4.0B with respect to the current negotiations with the Investor Group. In comparing the severely delinquent and defaulted populations of the GSE and the Settlement Portfolio (which include loans 180+ days delinquent), four separate haircuts were applied to their analysis in order to support the proposed settlement amount. I believe it would have been easier to compare two analogous portfolios rather than to utilize a comparison between conforming and non-conforming portfolios. However, due to the lack of available information, I am of the view that utilization of a GSE portfolio based on actual repurchase experience is a proper alternative with appropriate adjustments.

Please note that without verification, I have accepted the balances for each stratification bucket as being correct.

The first haircut in their analysis is the "Defect Rate", which represents the percentage of GSE buyback requests experienced by BofA. This information was available for the entire GSE portfolio, was categorized for each product type and further stratified by the number of payments the borrower has



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made. The "Defect Rates" for each bucket were applied to the corresponding portion of the Settlement Portfolio, and were re-weighted according to the balance of the Investor Group loans found within each bucket. Given that the subprime portion of the GSE portfolio was insignificant, these particular "Defect Rates" were not simply assigned to the subprime portion of the Settlement Portfolio, but rather were determined as described below.

In order to calculate the "Defect Rates" of the subprime portion of the Settlement Portfolio, the balances of the two aggregate portfolios were similarly stratified according to documentation type and the number of payments made by the borrower. For each of these buckets, the "Defect Rates" of the GSE portfolio were calculated based on actual loan performance. As before, these rates were then assigned to the corresponding bucket of the aggregate Settlement Portfolio, and weighted average "Defect Rates" were calculated which were assigned to the subprime portion of the Settlement Portfolio. With "Defect Rates" available for each product type, these percentages were obtained according to the number of payments made by borrowers and for the aggregate Settlement Portfolio. I find this approach for determining the "Defect Rates" of the Settlement Portfolio to be a reasonable and logical first step in their methodology.

Taking the "Defect Rates" for each bucket according to the number of payments made by the borrower, a factor was then applied to each figure to account for expected claims for the forward unsettled portion with Fannie Mae. Relatively more loans will be bought back currently found in the bucket representing borrowers making more than 36 payments compared to those who have made between zero and 12 payments; thus the rationale for applying a higher factor to the former. In my opinion, the application of a factor to the calculated "Defect Rates" is reasonable, although I cannot validate the accuracy of each individual factor due to a lack of publicly available information.

The next haircut was based on "Lesser Representation", since the GSE portfolio received stronger reps & warranties because borrower misrepresentation would not be a basis for a claim within the Settlement Portfolio. Once again, stratifying the balances of the GSE portfolio according to product type and the number of payments made by the borrower, a figure for each bucket was calculated which represented the percentage of GSE loans repurchased due to borrower misrepresentation. In also stratifying the Settlement Portfolio in a similar fashion, the "Lesser Representation" haircuts for each bucket were applied to the corresponding portion of the Settlement Portfolio, and were re-weighted according to the balance of the Investor Group loans found within each bucket. As before, since the subprime portion of the GSE portfolio is insignificant, the Alt-A "Lesser Representation" haircuts were simply applied to the subprime portion of the Settlement Portfolio. I find this approach for determining the "Lesser Representation" haircut of the Settlement Portfolio to be reasonable. Please note that I find an inconsistency in their methodology pertaining to the manner in which figures were derived for the subprime portion of the GSE portfolio. Initially, while a complex analysis was undertaken in order to assign "Defect Rates" to the subprime portfolio, the Alt-A "Lesser Representation" haircuts were just assumed for the subprime portion of the Settlement Portfolio without any further calculations. The



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inconsistent methodology is still acceptable given the similarity of the two product types for these two attributes.

The "Lesser Representation" haircut is decreased since there could be instances within the Settlement Portfolio where other defects exist for a loan in addition to borrower misrepresentation. Based on BofA's experience, approximately half of private label loans with borrower misrepresentations still need to be repurchased because of these additional defects. This explains the 50% adjustment for each of the "Lesser Representation" haircuts. Based on my industry experience, the application of a factor is reasonable since repurchased loans will possibly have multiple simultaneous breaches. However, I cannot validate the accuracy of applying a factor of exactly 50%.

The third haircut is "Causation", which is based on whether there were material and adverse underwriting defects for the loans. In the case where only 0 - 12 payments were made by the borrower, it can be implied 100% of the time that faulty underwriting contributed to the loan default. These percentages were reduced as more payments were made on the loans, the logic being that the default for these loans was due to some factor other than the underwriting process (i.e., a borrower job loss). Different haircuts were applied to the various product types due to their distinctive payment requirements. A larger causation factor was applied to an option ARM making the same number of total payments as was applied to a fully amortizing loan, since the required payments are much lower. Thus, if the two loan types default after the same number of payments, there is a higher probability of underwriting irregularities with the option ARM. The percentages for Interest-Only loans simply take the average of the corresponding fully amortizing and option ARM percentages. Given that the amount of publicly available information is limited, the accuracy of each of these haircuts is difficult to quantify. In part for these reasons, I did not take these haircuts into consideration for my calculation.

The final haircut is "Presentation", which attempts to quantify whether senior certificate holders would commit to the expenses and time requirement to take action based on the projected amount of losses they would experience. Thus, with BofA's expectations being that the less senior classes will be written down, there is a reduced likelihood that legal action will proceed. Therefore, in the cases with no expected senior losses, BofA assumes no liability exposure whatsoever. In my opinion, the utilization of this haircut may not be necessary, since the Investor Group has already undertaken action(s) to recover damages.

The four haircuts which have been described were utilized in order to estimate a total settlement amount. The settlement amount results in approximately \$4.0B by multiplying each of the haircuts by the projected and actual losses of the Settlement Portfolio.

In conclusion, although certain haircuts are difficult to validate and may require a proper expert to address the legal interpretation of their merits, the overall methodology utilized is reasonable for the purpose of BofA's presentation.



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### Recommendation

In calculating a reasonable settlement figure, I utilized a mix of the methodologies found in the Investor Group and BofA presentations. As per my analysis below, the settlement range of approximately \$8.8 to \$11 billion is reasonable without applying any legal haircuts.

### Methodology and Calculations

Given that information was obtained from publicly available third-party sources, my analysis began with the Intex / LoanPerformance collateral balances (as provided by Investor Group) of the portfolio which was stratified according to delinquency status. This consisted of (1) a \$72.5 billion balance for loans greater than 60 days delinquent (which also included the population in bankruptcy, foreclosure and REO); (2) a \$12.8 billion balance for previously modified current loans and (3) a \$98.6 billion balance for non-modified current loans (including loans 30 days delinquent). In addition, aggregate realized losses of \$25 billion were also taken into account.

Based on publicly available information pertaining to historical mortgage loan performance, I determined reasonable default and loss severity percentages which would be applied to each delinquency bucket of the portfolio. The corresponding plateaus are dependent upon product type and loan size, but when weighted according to the actual collateral composition of the portfolio, loss severity is approximately 60%. In addition, based on information provided by BofA, the historical loss severity for the loans within the Settlement Portfolio is approximately 45%. Thus, these were the ranges utilized in my assumptions.

With respect to the default of previously modified current loans, performance has improved dramatically since the first round of loan modifications in early 2009 due to more aggressive methods taken by both servicers and the government. From recent trends in applicable research reports, defaults for these loans have ranged between 20% and 60%, depending on when the modification took place. In taking an average of the two figures as well as considering the stronger recent performance, I feel that a default rate for previously modified current loans ranging from 35% to 40% is reasonable.

High default rates seem to be leveling off based on historical data and research reports with regard to non-modified current loans (including loans 30 days delinquent). As before with loss severities, these particular plateaus vary depending on product type and year of origination, but when weighted according to the actual collateral composition of the portfolio, the default rate ranges between 11% and 16%. These percentages have been utilized for this portion of the portfolio.

A default rate of 90% was utilized for loans greater than 60 days delinquent, which was supported by an industry research report. It is rational to assume that once a loan becomes severely delinquent, it is uncommon for such loan to achieve performing status once again.



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The last variables used in my analysis were the "Breach" and "Success" rates which represent the amount of loans effectively submitted to BofA for repurchase. Given the lack of meaningful public information regarding this data, I feel it would be reasonable to utilize BofA's percentages for both rates since they are based on the performance of a mortgage pool representing actual repurchase experience. Specifically, a "Breach" rate of 36% and a "Success" rate of 40% were utilized.

Please note that these were the only haircuts utilized in my analysis. The three other haircuts used in the BofA presentation were not included in my analysis due the lack of available data and furthermore, would require a proper expert to address any particular legal interpretation issues.

In conclusion, utilizing the stratified collateral balances of the portfolio and my re-calculated variables, a settlement figure somewhere between \$8.8 and \$11 billion is reasonable. In my opinion, given the degree of assumptions used in my analysis, a small variance to the range indicated above is still reasonable. Please see the tables below for my assumptions and settlement range.

### **Low Range**

Description	Balance <sup>(1)</sup>	Default Rate	Severity Rate	Losses	Breach Rate	Success Rate	Settlement
Liquidated Loans				\$25.0	36.0%	40.0%	\$3.6
60+ Delinquent Loans	\$72.5	90.0%	45.0%	\$29.4	36.0%	40.0%	\$4.2
Mod. Current Loans	\$12.8	35.0%	45.0%	\$2.0	36.0%	40.0%	\$0.3
Non-Mod Current Loans / D30	\$98.6	11.0%	45.0%	\$4.9	36.0%	40.0%	\$0.7
	"			-			\$8.8

### **High Range**

Description	Balance <sup>(1)</sup>	Default Rate	Severity Rate	Losses	Breach Rate	Success Rate	Settlement
Liquidated Loans				\$25.0	36.0%	40.0%	\$3.6
60+ Delinquent Loans	\$72.5	90.0%	60.0%	\$39.2	36.0%	40.0%	\$5.6
Mod. Current Loans	\$12.8	40.0%	60.0%	\$3.1	36.0%	40.0%	\$0.4
Non-Mod Current Loans / D30	\$98.6	16.0%	60.0%	\$9.5	36.0%	40.0%	\$1.4
							\$11.0

Note 1: The settlement range of approximately \$8.8 - \$11 billion was based on the balance of 543 Trusts provided by the Investor Group. It is reasonable to assume the settlement range would be lower, given that 530 Trusts are now being considered for the contemplated settlement portfolio.

Yours truly,

Brian Lin

Managing Director

Brown In

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### EXHIBIT 8

# Presentation to Gibbs & Bruns

STRICTLY CONFIDENTIAL FOR SETTLEMENT PURPOSES ONLY SUBJECT TO FED. R. EVID. 408

January 27, 2010

### Implications of GSE Resolutions

The Bank has publicly disclosed representation and warranty losses related to the extensive experience with the GSEs, including the recently announced settlements:

	≥	Min.	2,	Max		Mid
Payments to GSE to Date	₩	6.3	€	6.3	↔	6.3
Development Factor		75%		%02		72.5%
Fully Developed Payments to GSE	↔	8.4	8	9.0	↔	8.7

The GSE fully developed payments amount can be applied to the balances in the deals in which the Gibbs & Bruns investor group holds interests to imply an indicative amount, to be adjusted for different contractual standards and terms, lesser presentation rights/abilities and lack of parententity credit support, among other things:

	Case A
Developed Payments to GSE	\$ 8.7
GSE Original Principal Balance	1,118
Reimbursement Rate	0.8%
GB Original Principal Balance	138
Indicative Amount	\$ 1.1

	Š	Case B
Developed Payments to GSE	⇔	8.7
GSE Outstanding Principal Balance	]	545
Reimbursement Rate		1.6%
GB Outstanding Principal Balance		62
Indicative Amount	↔	1.0

Case C		ပြ	Case D
8.7	Developed Payments to GSE	49	8.7
107	GSE Lifetime Losses		84
8.1%	Reimbursement Rate	Ę	10.3%
17	GB Severely Delinquent and Defaulted Losses 1,2	1,2	12
1.4	Indicative Amount	∽  )	1.3

GSE Severely Delinquent and Defaulted PB

Developed Payments to GSE

GB Severely Delinquent and Defaulted Pt

ndicative Amount

Reimbursement Rate

• While amounts consider default rate and severity rate differences in the portfolios, they ignore geographical concentration, higher balance concentration and higher LTV concentrations in deals purchased by the Gibbs & Bruns investors (following slides).

2 Includes net cash losses experienced by the trusts. Trupts ( Person this pm

### **Driven By Attributes Acquired by Investors Different Loss Frequencies**

originations and originations included in the Gibbs & Bruns deal list, along with drivers of frequency differences: The following represents a comparison of frequencies of default or severe delinquency between FHLMC

								\	3	1.
	High Risk States	States	Average	ge	Less Than	han	Average	/a6	Default and	and (
	Baland	es <sub>1</sub>	LTV		Full Doc	000	FICO		Sev Del Rate	Rate
	FHLMC GE	GB	FHLMC	GB	FHLMC	GB	FHLMC	GB	FHLMC	GB
	%99	%69	71.3	72.5	20%	%09	729	726	2%	12%
	%09	%89	76.5	73.7	%09	%62	693	708	21%	27%
Option Arm	N/A	<b>%98</b>	N/A	74.6	N/A	86%	N/A	704	N/A	30%
	N/A	29%	N/A	79.1	N/A	37%	N/A	607	A/N	37%

> planted gracial

Disparities in loss frequencies likely attributable to Gibbs & Bruns deal attributes:

State Concentration: GB pool concentrated disproportionately in high risk states where loss severities are significantly higher than the national rates. Document Type: GB pool concentrated disproportionately in low documentation loans; Option Arm loan pool was almost entirely low documentation.

FICO: Subprime pools have materially lower average FICO scores resulting in higher frequencies. A

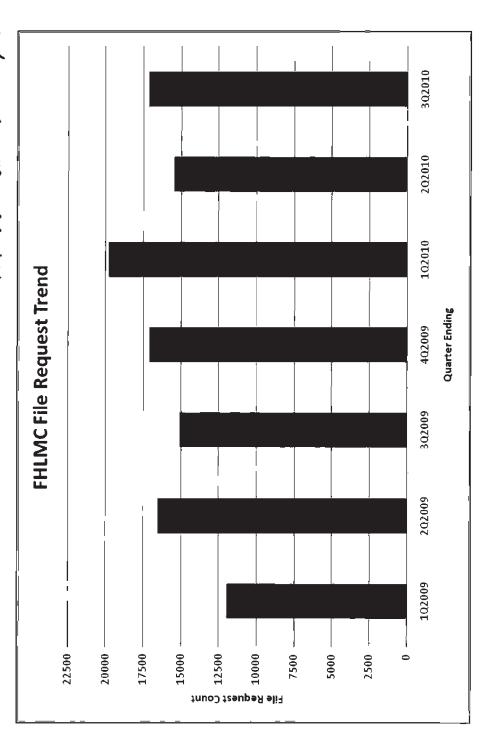
Average Principal Balance: Higher principal balance loans experience higher frequencies of default

As measured across each of the FHLMC and GB pools, default frequencies for loans over \$200,000 are approximately twice-frequencies under \$200,000

	ב ב	avel aye	D \ T	Average	AVE	Average
	Orig	Original	Outst	Outstanding	Defa	efaulted
	Princ	Principal	Prin	Principal	Bale	Balance
	FHLMC	GB	FHLMC	GB	FHLMC	GB
Prime	170,173	359,200	70,173 359,200 166,697 338,123 162,951	338,123	162,951	330,821
Alt-A	179,496	242,394	168,576	228,764	209,624	267,058
Option Arm		365,035		382,254		392,817
SubPrime		193,101		188,298		207,655

## FHLMC File Request Trends Demonstrate They Were Far From Done Submitting Claims

File requests are a precursor to claim submission and there was no sign of slow down prior to the settlement.



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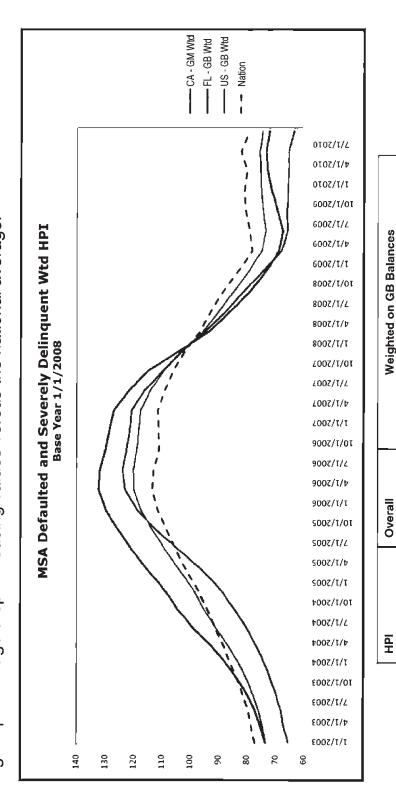
### FHLMC Claims Submissions Demonstrate They Were Far From Done Submitting Claims

Just prior to the settlement, claims had been received from FHLMC on 33% of defaults and 19% of severely delinquent loans.

(\$s in Millions)	S P	Severely Delinquent		Defaulted		Total
Total Population	€	22,248 \$	↔	9,062 \$	↔	31,310
Claims Received % of Pop Received	<del>\( \text{\ti}}\text{\tetx{\text{\te}\tint{\text{\text{\text{\text{\text{\ti}}}}\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\texi}\text{\text{\text{\text{\text{\text{\text{\text{\texi}\text{\text{\texi}\tex{\texit{\text{\text{\text{\text{\texi}\text{\text{\texi}\te</del>	4,346 \$	€9-	3,030 \$ 33.4%	↔	7,375 23.6%
Claims Approved to Date % of Pop Approved to Date	↔	2,006 \$	↔	1,731 \$ 19.1%	↔	3,737 11.9%
Rescission %		53.8%		42.9%		49.3%

### Key Driver of GB Severities Was Geographical Concentrations Portfolio Weighted HPI Demonstrates

- nationwide index provides an understanding of the geographical concentrations purchased by the Gibbs Using state level indices weighted for the loans included in the Gibbs & Bruns deals versus the & Bruns investor group.
- The loans included in the Gibbs & Bruns deals have experienced an approximately 25%-35% higher percentage drop in housing values versus the national average.



US CA FL -37% -45% -47% -37% -44% -48% -25% -28% -36%

> -29% -21%

2006 to Today 2007 to Today

2008 to Today

-29%

S

Changes

5

# Comparative Loss Severities Indicate PLI Underwriting Comparable to GSE Experience

Comparison of loss severities between FHLMC originations and originations in the Gibbs & Bruns of pripary Math man enthaly

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	MAN					•	<u></u>	Z
	-	188	37%	44%	47%	61%		Ć
/	Default Severity¹ SevDel \$everity	FHLMC	45%	51%				0 0
	verity1	GB,	38%	47%	47%	52%		Oddi.
	Default Se	CHOW EHLMC	46%	54%				
	1 40	J <sub>2</sub>	_		_			
	<b>\</b>	<u>ა</u>	Prime	Alt-A	Coption Arm	SubPrime		omica by the DI March District of the Spines
				47	₩ 1 × 1 × 1	<b>3</b> €		dozod
				١	P	E		Š

Severities are comparable between FHLMC and Gibbs & Bruns.

Severities and HPI decline are correlated, but there is a significant non-HPI component of loss on disposition of any foreclosed property.

1 Includes net cash losses experienced by the trusts.

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### EXHIBIT 9

### Excerpts From Fourth Quarter 2010 Earnings Presentation

# Robresentations and Narrantes

### Liability for Representations and Warranties

### Outstanding Claims by Counterparty

(& in millions)	4009	1010	2010	3010	4 <b>Q</b> 10	
Beginning Balance	\$3,570	\$3,507	\$3,325	\$3,939	\$4,402	
Provision	516	526	1,248	872	4,140	
Charge-offs	(591)	(718)	(642)	(415)	(3,028)	
Other Activity	12	9	80	9	(2/2)	
Ending Balance	\$3,507	\$3,325	\$3,939	\$4,402	\$5,438	

in millions)	4Q09	1010	2010	3010	4Q10
SSEs	\$3,284	\$4,094	\$5,624		\$2,821
Aonolines	2,944	3,169	4,114		4,799
Other Michael	1,371	1,575	1,428	1,825	3,067
Total Ymv-14	\$7,600	\$8,838	\$11,166		\$10,687

### **New Claims Trends**

### Commentary

- 4Q10 representations and warranties provision of \$4.1B increased as the current quarter included \$3.0B in provision relating primarily to the impact of previously announced agreements with GSEs
- \$8.0B of claims were resolved during the quarter, including \$4.9B as part of the GSE agreements, leading to an overall \$2.3B reduction in claims
- Monoline claims outstanding continue to grow as the monolines continue to submit claims and are generally unwilling to withdraw claims despite evidence refuting the claims
- \$1.9B in claims were received during the quarter from whole loan and private label securitization investors substantially related to 2005 through 2007 origination vintages <sup>1</sup>
- Increase in rescissions and approvals in 4Q10 was substantially impacted by the previously announced agreements with the GSEs

<sup>74%</sup> of new claims over the past year were from 2006 & 2007 vintages  $\leftarrow$ 

Includes \$1.7B in daims contained in communications from private label securitizations investors that do not have the right to demand repurchase of loans directly or the inclusion of these claims in the amounts noted does not mean that we believe these claims have satisfied the contractual thresholds to direct the securitization trustee to take action or are otherwise procedurally or substantively valid.

### Government Sponsored Enterprise (GSE Experience - 2004-2008 Originations

From 2004 through 2008, \$1.1T of loans sold directly to GSEs | Low Low for \$1.28B extinguishes outstanding and potential mortgage

make-whole claims outstanding as of September 20, 2010, arising out of alleged breaches of selling representations and warranties related to loans sold by legacy Countrywide to Fannie Mae المعاربة الم Recent agreement with Fannie Mae for \$1.52B substantially resolves the existing pipeline of repurchase and

been addressed as a result of these agreements and the associated adjustments to the accrued liability for We believe the remaining representations and warranties exposure for loans sold directly to the GSEs has representations and warranties

Based on the models derived from the historical GSE experience, we believe we are 70 to 75% through the receipt of GSE repurchase claims Our liability for GSEs fully reflects claims received as well as an estimate of claims still expected

The liability assumes no material changes in experience with GSEs, home prices, or other factors from lability assumes no material changes in experience with GSEs, home prices, or other factors from lab.

Preliminary estimates of repurchase claims as of 12/31/10 reflect:

\$21.6B of repurchase claims received on 2004-2008 vintages

\$18.2B of resolved repurchase claims on 2004-2008 vintages with loss experience of 27% of resolved claim requests 1

Experience to date reflects:

Collateral loss severity rate on approved repurchases of approximately 45 - 55%

55% of delinquent or defaulted loans made at least 25 payments prior to default or delinquency

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(\$ in billions)

Total Government Sponsored Enterprise Mix ↔ ₩ <del>⇔</del> S Freddie Mac Fannie Mae 826 412 6/ 27 387 52 49 ↔ ↔ ↔ 292 28 127 2 <del>())</del> ↔ 6 49 Til. 545 1,118 34. 539 73 107 Total ↔ ↔ 69 ↔ Legacy Originator 272 133 က 136 7 17 Other S € ↔ Countrywide 846 90 406 59 3 ₩ € <del>(/)</del> 8 E-Outstanding Delinquent > 180 days Outstanding Balance 12/31/10 Defaults + Severely Delinquent Defaults pref livite Original Funded Balance Principal Payments (principal at risk)

15% 30% 31% 24% 1,118 539 545 73 16 33 33 26 26 3.5 34 107 4 S 5.2 2.2 5. 9.0 1.6 <del>(A)</del> (A) <del>69</del> <del>69</del> 30% 15% 31% 24% 9 32 33 6.8 2,8 3.5 8 ↔ \$ \$ Outstanding GSE pipeline on representations and warranties claims Cumulative representations and warranties losses 2004-2008 Prior to Agreements as of 12/31/10 Payments made prior to delinquency: As of 12/31/10 (all vintages) As of 9/30/10 (all vintages) greater than 36 Agreements Less than 13 13-24 25-36

Includes approximately \$112B in outstanding balances that were originated by Countrywide from 2004-2008 and covered by the Freddie Mac agreement. The agreement covered \$127B in unpaid principal balances for all periods.

Includes approximately \$832M of missing document claims in the process of being cured.

 $\mathfrak{C}$ 

# Non-GSE Experience - 2004-2008 Originations

From 2004 through 2008, \$963B of loans were sold into private label securitizations or through whole loan sales

### Origination Issuer

- 74% originated through Countrywide
- 10% originated through legacy BAC
- 7% originated through legacy Merrill Lynch

### **Originations by Product**

- 31% were prime originations 18% were Alt-A originations
- 16% were pay option prime originations
- 26% were subprime originations
- 9% were second lien originations
- Repurchase claims activity through December 31, 2010:
- \$13.7B of repurchase claims received on 2004-2008 vintages
- \$5.6B in claims from monoline insurers
- \$5.7B in claims from whole loan buyers (Lynhylloves)
- \$1.7B in demands from private label securitization investors who do not have the contractual right to demand repurchase of loans directly
- \$800M in claims from one counterparty submitted prior to 2008 ///// /\_
- \$6.0B of resolved repurchase claims on 2004-2008 vintages
- \$800M resolved with monolines; 15% were rescinded or paid in full (mostly second lien)
- \$5.2B resolved with private investors; 59% were rescinded 41% agrillalum ant 60.60%; Soft the landar
  - \$7.7B repurchase claims remain outstanding on the 2004-2008 vintages
- \$4.1B have been reviewed and declined for repurchase frank making
- \$1.7B in demands from private label securitization investors who do not have the contractual right to demand repurchase of loans directly
- Repurchase losses of \$1.7B
- \$630M related to monolines
- \$1.1B with private investors

The inclusion of these claims in the amounts noted does not mean that we believe these claims have satisfied the contractual thresholds to direct the securitization trustee to take action or are otherwise procedurally or substantively valid

### Representations and Warranties (vs. GSEs) Key Private Labol Differences I

Significant aspects of private label transactions that differ from GSE sales are summarized below:

Virtually all deals do not contain a representation that there has been no fraud or material misrepresentation by borrower or third party
No representation that the mortgage is of investment quality
Many representations include materiality qualifiers
Breach of representation must materially and adversely affect certificate holders' interest in the loan
Offering documents included extensive disclosures including detailed risk factors, description of underwriting
practice and guidelines, and loan attributes.
Only parties to the Pooling and Servicing Agreement (PSA) (e.g., the Trustee) can bring such repurchase
claims; certificate holders cannot bring claims directly.
25% of each tranche of certificate holders generally
required in order to direct trustee to review loan files for
potential claims. Investors must bear costs of Trustee's-
loan file review.
Repurchase liability, generally limited to seller

0 88

23

₩

963

Total

### (GSE) Experience - 2004-2008 Originations Non-Government Sponsored Enterprise

(\$ in billions)	Princ	ipal	Principal Balance			7		Princ	ipal	Principal at Risk		
Entity	Original Principal Balance	_	Outstanding Principal Balance 12/31/10	Outstanding Principal Balance > 180 Days Past Due	Defaulted Principal Balance	Principal at Risk	Borrower Made < 13 Payments	Borrower Made 13 to 24 Payments		Borrower Made 25 to 36 Payments	Borrower Made > 36 Payments	۶۲ 36 ts
Bank of America	\$ 100	<del>\$</del>	34	\$	დ \$	2 \$	₩.	<del>69</del>	C)	2	↔	N
Countrywide	716	9	293	86	80	166	24		46	49	•	47
Merrill Lynch	65	ريا ا	22	7	10	17	က		4	က		7
First Franklin	82	Ŋ	23	7	19	56	4		9	4	•	<u>د</u>
Total 1.2.3	\$ 963	က (၃)	3	\$ 104	\$ 112	\$ (2	\$ 32	\$	58	\$ 58	\$	88
						)			_			
	Princ	ipal	Principal Balance			7		Princ	ipal	Principal at Risk		
	Original Principal Balance		Outstanding Principal Balance	Outstanding Principal Balance > 180 Davs	Defaulted Principal Balance	Principal at Risk	Borrower Made < 13 Payments			Borrower Vlade 25 to 36	Borrower Made > 36 Payments	اد 36 <b>ts</b>
Product			01/15/21	Past Due				raymenis		raymenis		
Prime	\$ 302	2		\$ 16	\$	\$ 27	\$	↔	9	ω \$	↔	=
Alt-A	172	23	8	22	21	43	9		72	13		12
Pay option	150	0	65	31	20	51	5		15	17		14
Subprime	245	မှာ	82	36		79	16		19	17		27
Home Equity HELDCA	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	œ	18	•	16	16	Q	٠.	2	2		4
Other +//		9	-	(1)	-	. 1	0		0	0		0

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<sup>&</sup>lt;sup>1</sup> Includes \$186B of original principal balance related to transactions with monoline participation.

<sup>2</sup> Excludes transactions sponsored by Bank of America and Merrill Lynch where no representations were granted.

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INDEX NO. 651786/2011

### EXHIBIT 10

STRICTLY CONFIDENTIAL FOR SETTLEMENT PURPOSES ONLY SUBJECT TO FED, R, EVID. 408

# Presentation to Gibbs & Bruns

February 10, 2011

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STRICTLY CONFIDENTIAL FOR SETTLEMENT PURPOSES ONLY SUBJECT TO FED. R. EVID. 408

### Implications of GSE Resolutions

The Bank has publicly disclosed representation and warranty losses related to the extensive experience with the GSEs, including the recently announced settlements:

Ī		î		•	
8.7 1: dul hoursie	\$	9.0	↔	8.4	Fully Developed Payments to GSE \$
72.5%	Ì	%02		75%	Development Factor
6.3	↔	6.3	↔	6.3	Payments to GSE to Date \$
	Mid	Max		Min	

The GSE fully developed payments amount can be applied to the balances in the deals in which the Gibbs & Bruns investor group holds interests to imply an indicative amount, to be adjusted for different contractual standards and terms, lesser presentation rights/abilities and lack of parententity credit support, among other things:

Bet dellan in our Asympton	Case C3 \$ 8.7 134 6.5% \$ (1.4
Case B	Developed Payments to GSE GSE GSE Jegyand Defaulted PB Reimbursement Rate GB Jeoyand Liquidated PB¹ Indicative Amount
Developed Payments to GSE GSE Outstanding Principal Balance Reimbursement Rate GB Outstanding Principal Balance	Case C2 6 GSE
Case A \$ 8.7 1,118 0.8% 178 \$ 1.4	Developed Payments to GSE GSE +90 and Defaulted PB Reimbursement Rate GB +90 and Liquidated PB¹ Indicative Amount
Developed Payments to GSE GSE Original Principal Balance Reimbursement Rate GB Original Principal Balance Indicative Amount	Case C1 8
	Developed Payments to GSE GSE > 180 and Defaulted PB Reimbursement Rate GB > 180 and Liquidated PB¹ Indicative Amount

Includes only borrowers who made fewer than 25 payments.

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### Implications of GSE Resolutions

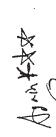
The GSE fully developed payments amount can be applied to the balances in the deals in which the Gibbs & standards and terms, lesser presentation rights/abilities and lack of parent-entity credit support, among other Bruns investor group holds interests to imply an indicative amount, to be adjusted for different contractual

	Case D1	L	
Developed Payments to GSE	\$ 8.7		Develope
GSE Lifetime Losses	83		GSE Life
Reimbursement Rate	10.5%	<u>ш</u>	Reimburs
GB >180 and Liquidated Losses 1.2	12	<u> </u>	GB ×903
Indicative Amount	\$ (1.3)	_ <del>=</del> _	ndicative

	Case D2	22	
Developed Payments to GSE	\$	8.7	Dev
 GSE Lifetime Losses		83	GSE
Reimbursement Rate	10.	10.5%	Reir
 GB 290 and Liquidated Losses <sup>1,2</sup>		12	GB
 Indicative Amount	\$	1.3	Indi

	CO 0000
	Case Do
eveloped Payments to GSE	\$ 8.7
SE Lifetime Losses	83
simbursement Rate	10.5%
3 (60) and Liquidated Losses <sup>1,2</sup>	12
dicative Amount	\$ (1.3)

concentration, higher balance concentration and higher levels of less than full documentation loans in deals While amounts consider default rate and severity rate differences in the portfolios, they ignore geographical purchased by the Gibbs & Bruns investors (slides 4-5).



(1) poludes only borrowers who made fewer than 25 payments.

<sup>2</sup> Includes net cash losses experienced by the trusts. Severities for loans not already liquidated are estimated assuming eventual liquidation and based on current collateral value derived from MSA-level indices and historical liquidation costs.

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Analysis of Default Frequencies

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### **Driven By Attributes Acquired by Investors** Different Loss Frequencies

The following represents a comparison of frequencies of default or severe delinquency between GSE originations and originations included in the Gibbs & Bruns deal list, along with drivers of frequency differences:

			į		2.7.7	Total a	# JONE ALIE		元を元	į						
Outstanding +	Principal A	t Risk (\$B)	% of Total E	al Book	Average Ba	vlance (\$K)	High Risk	St Ball		St Balta	ess than Full Doc	Full Doc	Average	) I	Avorage	- CO
· · · · · · · · · · · · · · · · · · ·	LCC	נ	1000				l	t				200	Smiles	, F. i v	העמים	2
	G N N	3	GSE	GB	GSE	88	GSE	 85	GSE	GB	GSE	GB	SSF	GB	485	S.B.
Drivo	,	,	i c	1000								)	1	1	1	3
21111	403	7	20%	%96	168	375	43%	%29	37%	57%	24%	200%	77.0	77.4	740	707
4 : 4								2		2	2	000	7.	Ť	2	1 7 7
AII-A	-01	33	61%	62%		252		000	100/	/OF 1	7007	200	9	1		.
	-	ì		3		227		000	47.75	24%	3%	828	00.00	74.6	695	907
Option Arm	رح	23	769%	K20/		000		/010	1000	1	0	1000	1			
	•	3	200	3		280		%19	%//	%R/	82%	%88	0.9/	76.2	719	000
SubPrime		er.		80%	-	100		707		7007		200		1		)
		22		0/00		021		0,4%		48%		33%		250		609

Disparities in loss frequencies likely attributable to Gibbs & Bruns deal attributes:

State Concentration: GB pool concentrated disproportionately in high risk states where loss severities are significantly higher than the national rates.

Document Type: GB pool concentrated disproportionately in low documentation loans; Option Arm loan pool was almost entirely low documentation.

FICO: Subprime pools have materially lower average FICO scores resulting in higher frequencies.

Average Principal Balance: Higher principal balance loans experience higher frequencies of default

As measured across each of the GSE and GB pools, default frequencies for loans over \$200,000 are approximately twice frequencies under \$200,000

			ı													
Liquidated	Principal /	Principal At Risk (\$B)	% of Total Book	al Book	Average	Average Balance	High Risk St Ball	St Ball	High Risk St Baha		less than Full Doc	First Doc	Average I TV	VT I c	Average EICO	FICO
	i	00	100								בססם נוומו		riverage	1	יאפישטרי	
	105 1101	95	GSE	GB	GSE	GB	GSE	85	GSE	GB	GSE	GB	ASE TSE	GB	SSF	a.
Prime	19	2	%	2%	103	416	550/	740/	100/	740/	10/2	,000	100	0 0	100	3
4 4 4		1 1		)	2	2	2	0/+	9	0	2.5	02.00	07.0	0.0	200	7.
AII-A	4	5	%6	13%	204	285	%09	%02	22%	%89	%62	80%	81.7	78.9	694	202
Option Arm	-	5	13%	12%	266	399	85%	85%	BA%.	7058	/000	2000	707	1 .0	1 00 1	100
				1			200	200	9/10	000	02 /0	800	10.	0.0	_	969
SubFilme		80		15%		210		61%		26%		40%		83.4		618
>60	Principal /	At Risk (\$B)	% of Total Bo	al Book	Average	Average Balance	High Risk St Balt		High Risk St Balta	St Balta	ess than	1	Average I TV	VT1	Average	15
	L		100	-			-				000	200	The County	, ,,	ממטער	
の は は の の の の の の の の の の の の の の の の の	GOE	25	GSE	GB	GSE	GB	GSE	GB	GSE	GB	GSE	GB	GSE	GB	GSF	H.
Prime	29	4	%/	10%	205	419	54%	72%	49%	67%	53%	%89	707	76.5	605	740
Alt-A	30		18%	170/1	200	904	E70/	6000	/0 + 2	2 20	100	200		2 1	200	2
	. '	. !	2	2	20	201	0 5	000	0 1%	% 00%	13%	83%	RO.1	76.4	684	697
Option Arm	2	10	19%	23%	262	423	85%	84%	84%	82%	87%	%06	77.3	76.8	715	694
SubPrime		15		28%		207		26%		49%		33%		80.7		200
												2				100

<sup>&</sup>lt;sup>1</sup> Includes states with high declines in housing prices: CA, FL, NV, AZ, NY, and MI. <sup>18</sup> Includes states with high declines in housing prices: CA, FL, NV, and AZ.

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### Driven By Attributes Acquired by Investors

The following represents a comparison of frequencies of default or severe delinquency between GSE originations and originations included in the Gibbs & Bruns deal list:

Liquidated	Principal At Hisk (\$B)	% of Total Book	l Book	conclud controls	_	1 2	100								
	GSF GB	100	0	O C C	т	TOOL INSK	. Balo	COL LIST OF DAIL HIGH HISK ST BAIL LESS than Full Doc	St Ball a	Less than	Full Doc	Average LTV	e LTV	Average	FICO
Prime	3	3	5	ő	9	SSE	gg	Ö	8	GSE	GB	GSE	GB	GSE GB	GB
Δ11-Δ	2 2	220	%0,	193	416	25%	74%	48%	71%	24%	63%	82.8	78.6	869	712
Dotton Arm			3,5		285	%09	70%		%89	79%	80%	81.7	78.9	694	702
Subpdme		%£L - 0	%2.		399	85%	85%	84%	83%	89%	%06	78.7	78.0	717	969
OHIII COO	Dinaired At Dist		15%		210		61%		26%		40%		83.4		618
>60	Principal At Hisk (\$B)	% of Total Book	1 Book	Average Balance		Hich Biek	C+ Bart		elion v						2
	GSE   GB	L	GB	GSE	$\top$	TS:	a e	TO TO		Dog IIIaii	בים ווחב	Average LIV	2  2	Average FICO	8
Prime	67 4	7%	40%	205	140	200	1	3	9	1200	3	PSE I	95	GSE	GB
Alt-A	30	18%	76.0	202	1 0	24%	12%	49%	%/9	23%	63%	79.7	76.5	695	710
Option Arm	3 0	%01	0//-	702	187	%/6	%99		%09	73%	83%	80.1	76.4	684	697
SubPrime	1 5		28%	707	207	82%	84%	84%	85%	87%	%06	77.3	8.92	715	694
	Principal At Rick		0/01		102		20%		49%		33%		80.7		604
06*	9	_	Book	Average Balance	alance	High Risk 5	St Bal	High Risk St Bal <sup>1</sup> High Risk St Bal <sup>18</sup> Less than Full Doc	Bal <sup>1a</sup> L	ess than l		Average I TV	<u> </u>	Average FIOO	C
	GSE GB	GSE	GB	GSE	gg B	GSE	89	GSE	S.B.	186	9 6	300	200	DOU LO	3 2
Prime	60	%9	%6	208		26%	1	51%	679/	530/	200	70.02	2 6	1000	9
A-II-A			16%	210		58%	67%	20%	60%	739%	8 60	9.00	0.0	960	010
Option Arm			25%	262	425	85%		87%	000	070	000	30.7	0.0	080	/69
SubPrime	14	_	26%	1		2	20,00	2 1	0,70	81%	80%	677	6.9/	715	693
	Principal At Rick				603		6		20%		34%		80.8		604
>180	(\$B)	% of Total Book	Book	Average Balance		High Risk S	St Bal <sup>1</sup> Lh	High Risk St Bal <sup>1</sup> High Blsk St Bal <sup>1a</sup> loss than Eult Door	Rafla	ace than B	000	ATT   coccount	ř		0
	GSE GB	GSE	89	GSE	1~	GSF 1	ą	1 200		1000	300	Cor	1	Average FICO	3
Prime			8	210	١	570	736	GSE (	200	בונים בי	9	125	85	GSE	GB
Alt-A	24 5	15%	14%	510		2 20	656	%70	28%	24%	64%	80.2	76.9	969	710
Option Arm			2000	21.2	000	0,50	%90	23%	%29	74%	83%	80,4	76.8	989	698
SubPrime	1 5		000	707	7 .	%08	82%	%C8	83%	81%	%06	77.6	77.0	715	693
	Dinaional At Dials		67079		1		28%		21%		35%	į	81.1		605
Modified &	(\$B)	% of Total	Book	Average Balance	_	tioh Rick S	H Ball H	High Risk St Ball High Bisk St Balla	no lan	7 44			-		
< 60 Days Deling	GSE GB	GSE	89	GSF	1	- HOS	g	1100	2	Cos cidir	300 0	Average LIV	2 6	Average FICO	3
Prime	15.5 0.7		5%	218	443	53%	76%	47%	71%	51%	976	205	227	125	g S
Ait-A	6.1 1.0	4%	3%	219	291	23%	%99	45%	61%	73%	78%	707	70.7	02.0	2 5
Option Arm			3%	569	412	81%	83%	81%	A0%	702.0	200	, ,	9 6	0 7	100
SubPrime	3.1		%9		208		20%	2	746,	% /0	000	0.0	7.97	=	698
	Principal At Risk		-				-		2		23.%		80.8		604
ay ay	(\$B)	Total	ш	Average Balance	_	figh Risk S	Bail H	High Risk St Bail High Risk St Bailta Less than Full Doc	Balla	es than F	ull Doc	Average   TV		Average	FICO
S ou pays Deline	٥	GSE	89	GSE	↤	GSE	GB	GSE	GB	GSE	89	GSE	╁	ol .	3 8
o till		1%	% %	170	332		%02		%99	51%	26%	77.4		696	7/B
Policy Arm	1.3	%	%	172	240	41%	22%	34%	51%	73%	77%	79.5	75.8	689	989
SuhBrime		%0		232	372		77%		%92	84%	%88	75.3		200	695
	0.0		200		169		43%		38%		21%		82.3		616

Street &

1 Includes states with high declines in housing prices: CA, FL, NV, AZ, NY, and MI.

<sup>18</sup> Includes states with high declines in housing prices: CA, FL, NV, and AZ.

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### PLI Underwriting Comparable to GSE Experience Comparative Loss Severities Indicate

Comparison of exposed balances and loss severities between GSE originations and originations in the Gibbs & Bruns deal list;

aofre		F. T. J.
Lig 550.2% 54.0% N/M	N/M 52.1%	Lig 37.0% 46.2% 51.9% 51.2%
33.1% 38.2% 40.0% N/M	34.3%	2222
-888	32.7%	60-90   90-180   > 180   Mod   BK   33.8%   30.9%   36.8%   32.1%   31.69   37.7%   35.69   37.7%   35.69   37.7%   35.69   37.7%   35.69   37.7%   35.69   37.7%   35.69   37.7%   35.69   37.7%   37.0%   37.7%   37.0%   37.7%   37.0%   37.7%   37.0%   37.0%   37.7%   37.0%   37.7%   37.0%   37
52.6% 55.1% N/M	% i	\$\frac{180}{36.8%}\$ 43.8% 47.3% 60.9%
Avarage 30-180 3 39.6% 45.2% 47.8%	%	Materical 20-180   20
42.4% 47.8% N.M. N.M.	%	AVATED 60-90   90-180   33.8%   30.9%   37.1%   41.5%   42.0%   44.9%   49.4%   60.3%   49.6%   49.8%   49.6%   49.8%   49.6%   49.8%   49.6%   49.8%   49.6%   49.8%   49.6%
Liq 6 63.9% 6 69.0% 7 142.8% 1		50.9% 550.9% 550.9% 550.0% 670
	8	
201700woff Made < 25 Pmts % 20-180   Mod   BK 2.8% 35.0% 0.4% 0.9% 0.3% 32.1% 0.1% 0.1% 0.1% 0.1% N/M	0.3%	Bottower Made < 25 Bmis %%   90-180   > 180   Mod   BK     90-180   > 180   Mod   BK     90-180   > 180   >
>180	%	21.5% 20.0% 32.0% 32.0%
90-180 > 2.8% 0.3% 0.0% N/M	<u>%</u>	Borrowe 90-180 > 1 0.0% 1 0.0% 2 0.0% 3 0.0% 3
1.7% 0.1% 0.0% N/M	1.3%	0.0% 0.0% 0.0% 0.0% 0.0%
Liq 6 18,564 14,380 1,464 N/M	34,504	Lig 6 1,959 4,983 5,416 8,203 946
BK 4,838 18 1,324 14 51 N/M N/M	6,235 34	BK 196 1 1272 4 230 5 23 8 23 23 1.002 21
Mod 15,484 4 4 6,103 1 249 N/M N N N N		
	21 22,037	
0 >180 7 49,860 5 24,219 0 1,910 N/M	8 76,421	9091 Enfances 90-180   2-180   5-180
9 3,605 24,219 0 10,597 49,860 9 3,605 24,219 6 220 1,910 N/M N/M	14,528	3
6,60 6,60 2,20 10 N/M N/M	8,991	60-90 328 418 436 875 22 22 2,079
O/S 450,426 86,454 4,929 N/M N/M	545,171	0/S 19,427 18,319 17,607 24,883 1,003 81,240
Original 933,884 166,331 11,511 N/M N/M	1,117,515	Original 38,299 37,835 43,358 55,036 3,006 177,535
Prime Alt-A Option Arm Sub Prime Other	Gibbs & Bruns Deals	Prime Alt-A Option Arm Sub Prime Other

Severities are comparable between GSE and Gibbs & Bruns.

Calulus est.

The loans shown in the "modified" column in the above table are currently performing. As discussed at our January 27 meeting, modified loans that redefault tend to do so relatively quickly due to, among other things, the nature of certain modifications (i.e. no change to monthly payment amount). Based on this historical experience and improving trends in performance of modified loans, the loans listed in this table as modifications can be expected to perform at a significantly higher rate than the overall population of modified loans. Stated more simply, a substantial majority of modified loans that would be expected to become past-due or redefault have done so already and are included in the liquidated or in one of the several past due columns.

See slide 11 for overview of modification performance.

1 Includes net cash losses experienced by the trusts. Severities for loans not already liquidated are estimated assuming eventual liquidation and based on current collateral value derived from MSA-level indices and historical liquidation costs.

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# Comparative Loss Severities Indicate PLI Underwriting Comparable to GSE Experience

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GOSS omean a many is with FNMA and FHLMC 2004-2008 vintages data by product and by origination vintage favile consider to Rettle like h

42.5% 55.1% 54.5% 50.7% 52.0% 56.2% 52.7% ΣXX 32.9% 42.5% 34.9% 27.9% 28.9% 34.7% 40.9% 39.2% 13.0% 37.6% 36.8% 36.2% 34.3% Average Severities Per Loan 90-180 | Nod | BK 31.5% 32.0% 26.5% 33.9% 24.2% 37.4% 36.4% 30.8% 35.8% 41.3% 36.2% 32.7% ΣΣ ŽŽ 38.7% 48.3% 52.4% 47.1% 55.4% 57.5% 52.4% 42.8% 51.2% 51.9% 43.8% 37.7% 63.6% 31.3% 40.5% 44.9% 40.7% 43.1% 49.1% 31.8% 35.8% 48.2% 45.1% 37.4% 46.4% ∑ Z Z 38.9% 35.8% 33.9% 30.2% 37.3% 43.4% 41.3% 28.2% 42.4% 40.4% 06-09 36.6% Σ×Z 57.5% 92.9% 22.5% 28.5% 99.6% 27.5% 37.5% 71.2% 93.4% 30.7% 61.0% 65.2% 2.0% 100.0% ΣŽŽ Liq 0.0% 0.1% 0.0% 6.8% 0.0% 0.1% 0.1% 0.0% %0.0 0.8% Borrower Made < 25 Pmts % ΣXZ 꾦 0.4% 0.2% 0.1% 1.7% 0.0% 0.5% 0.0% 0.0% 0.1% 0.0% Mod ΣΣ ŽŽ 1.8% 12.8% 49.2% 86.0% 0.4% %6.° 3.9% 6.4% 22.9% 50.6% 20.1% >180 84.7% 0.0% 33.6% ∑ Z Z 0.1% 17.0% 0.1% 0.1% 0.3% 90-180 0.1% 4.6% %0.0 0.0% 2,1% ∑ Z Z 06-09 0.0% 0.0% 10.4% 0.0% 0.0% 0.0% 0.0% 2.4% ¥ × 1,677 3,781 5,211 6,823 1,073 982 1,068 2,719 5,795 4,733 Ľ. ¥ × 34,504 548 1,012 1,545 628 107 215 490 496 6,235 16 3 0 æ 20 N N N N Principal Balances 60-90 | 90-180 | Mod 3,452 6,945 2,020 2,163 292 779 2,266 2,614 151 Σ N/M 22,037 2,752 7,568 11,836 21,802 5,902 1,101 1,005 10,423 905 Σ× 76,421 Σ 189 505 1,267 1,561 635 1,623 2,288 4,377 1,674 14,528 ΣX MM 499 1,056 1,372 2,603 1,072 750 946 73 ΣX FNMA & FHLMC 2004-2008 Vintages 48,824 74,565 67,038 110,935 88,606 5,631 10,622 19,836 21,498 1,044 1,543 1,254 ΣŽ S/O 170,961 172,399 215,678 29 5,868 3,615 158,467 26,279 29,733 43,239 37,064 1,503 Original 153,743 1,117,515 ΣŽ Σ Z 2005 2006 2007 2008 2004 2005 2006 2007 2008 2004 2005 2006 2007 2008 Option Arm Prime Alt-A

Includes net cash losses experienced by the trusts. Severities for loans not already liquidated are estimated assuming eventual liquidation and based on current collateral value derived from MSA-level indices and historical liquidation costs.

# Comparative Loss Severities Indicate PLI Underwriting Comparable to GSE Experience

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Gibbs & Bruns deal data by product and by origination vintage

Gibbs & Bruns Deals	ins Deals		•				Van Waren	2	and the state of t	Contract of the Contract of th	and the second									
	Original	S/O	60-00	- 12 (B) 1		7007	70			Borroy	Borrower Made < 25 Pmts %	< 25 Pr	its %			Averag	Average Severities Per Loan!	ities Per	Loani	
Prime		5	000	201-00	7100	DOW	NG	Lid	06-09	90-180	>180	Mod	Ä	Ľį	06-09	90-180	>180	Mod	¥	Lig
2004	6,849	1,858	25	20	210	39	2	149	%0.0	%00	1 30%	7900	%	/00 00	700	040			0	
2005		6,455	129	209	1,027	201	i တိ	999	%0.0	0.0%	%0.0	8800	0.00	20.0%	20.07%	21.9%			23.8%	27.9%
2006		3,627	82	194	948	226	44	711	%0.0	%0.0	17.9%	%0.0	000	62.070	32.4%	29.4%	35.5%	30.4%	32.0%	34.9%
2007		3,931	06	165	753	185	88	431	%0.0	%0.0	11 8%	0.00	0,00	0/0.20		00.0%	40.1%		36.4%	40.2%
2008		į		ı		} ,	} ,		2	9.5	0.0.1	0.0%	0.0%	00.0%	34.0%	30.8%	36,8%	31.7%	29.3%	38.4%
Alt-A																				
2004	4,904	1,013	19	35	200	39	17	196	%0.0	%00	1 8%	/ <sub>0</sub> U U	\o'C	/00 00	,00	ò	ò	ò	i L	
2005	11,468	4,298	128	222	1,457	264	6	1,420	%0.0	%0.0	7.0%	80.0	% %	77.370	26.0%	29.1%	30.8%	21.9%	25.5%	32.3%
2006	10,827	4,344	184	324	2,752	557	117	2.714	%0.0	%0.0	23.9%	%0.0	200	76.0%	30.0%	30.0%	41.070		33.6%	43.2%
2007	4,328	2,527	88	152	966	182	4	654	%0.0	%0.0	44 5%	200	800	0, 0.0, 0	02.7.70	45.0%	40.176	41.0%	38.7%	49.1%
2008	•				1		. ,	,	2	) )	9	%	%0.0	% C	33.87%	41.1%	41.7%	36.0%	35.5%	45.2%
Option Arm																				
2004	6,235	761	27	09	491	80	23	293	0.0%	%0.0	0.8%	%U U	%00	15 7%	%C 06	24 40/	70 00	6	24	
2005	18,509	3,825	214	416	3,570	544	109	2.631	0.0%	%00	20,5	%0.0	0.0%	35.6%	00.00 70.00 70.00 70.00	01.4%	47.670	32.1%	57.0%	35.3%
2006	8,240	2,859	151	328	3,615	421	8	2.076	0.0%	%0.0	30.0%	80.0	%0.0	70.00	75.1.70	76.36	47.370	39.0%	41.5%	45.7%
2007	1,610	785	44	85	817	62	19	415	%0.0	%00	50.67	200	2000	00 100	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	200	0 77 7	41.7%	42.2%	49.6%
2008	•	•	,		•		، :	1	2	9	0/0.30	0.00	0.0%	00.07	44.1%	49.0%	45.1%	39.1%	41.5%	48.6%
Sub Prime								_						-						
2004	299	68	4	9	46	12	-	23	%0.0	%0.0	4 1%	%0.0	%00	700 00/	27 40/	/00/	000	7	1	
2005	22,950	4,214	319	595	4,238	1.256	139	3.870	%0.0	%0.0	2 %	%0.0	0 0	0,0,0	37.1%	01.0%	23.270	41.9%	37.5%	41.5%
2006	11,685	3,776	344	649	5.372	1.189	95	3 229	%0.0	%0.0	27 8%	2000	8 8	0,000	27.79	00 %	03.170	44.9%	46.9%	48.3%
2007	4,930	2,361	208	420	3.138	650	47	1 050	70.0	000	0,00	000	8 6	9.7.	21.0%	%9.10	63.8%	20.7%	53.8%	24.8%
2008	ı					) 1	: 1	3001	0.00	%0.0	04.0%	0.0%	0.0%	%0.0%	49.4%	61.3%	62.1%	49.5%	53.4%	27.0%
Other	36,537	34,539	22	41	132	48	23	946	0.0%	%0.0	18 2%	%00	%0.0	50 0%	700	00 40	/00 US	707	70	3
Total	177,535	81,240	2,079	3,948	29,761	5,993		21,507	%0.0		25.1%	%00	ı	67.9%		40.0%	51 0%	43.0%	44 70/	91.2%

Includes net cash losses experienced by the trusts. Severities for loans not already liquidated are estimated assuming eventual liquidation and based on current collateral value derived from MSA-level indices and historical liquidation costs.

### ດວmparative Loss Severities Indicate ຣິດ PLI Underwriting Comparable to GSE Experience

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FNMA and FHLMC 2004-2008 vintages and Gibbs & Bruns deal data by state	FNMA & FHLMC 2004-2008 Vintages

		09 ^	PININIA &	FHLIMIC ZI AV	JU4-2008 Prade Sey	rww.e.a.rnc.w.c.zob4-zob8 Vintages Average Severilles Per Loan	Гоап			Ğ		Gibbs & Bruns Deals	runs Deal	in -		
•	State	Principal Balance	80.90	an. 180	Og 7	1	à			Principal		DAY.	Average Severilles Per Loan	rines Per I	-oan	
	ŏ	23,271	36.8%	42.0%	47.2%	34.3%	35.0%	54.3%	A C	13 536	2	90-180 45-09/	> 180	Mod 44 og/	BK 10,48,	quidated
	군 [	17,267	55.0%	%0.09	65.6%	51.0%	51.8%	67.4%	E	5,788	62.8%	61.1%	65.5%	62.9%	57.9%	48.2% 62.3%
	¥ -	4,979	49.2%	55.6%	60.1%	46.7%	46.1%	29.7%	ΑZ	1,300		60.2%	62.6%	58.4%	47.0%	52.3%
	<u> </u>	4,812	38.7%	42.4%	49.1%	32.2%	37.4%	55.1%	⊒ :	910	44.8%	52.9%	55.1%	46.8%	47.7%	60.2%
	3	4,509	40.0%	43.4%	48.6%	34.7%	30.0%	62.2%	≥ 2	1,576	57.8%	57.7%	65.1%	58.6%	58.6%	53.1%
	λ	3,731	37.4%	40.6%	45.7%	31.1%	36.9%	52.5%	2 ≥	1,016	44.9%	48.9%	49.4%	47.6%	41.4%	49.3%
	WA	2,986	21.0%	25.8%	31.4%	16.8%	20.5%	40.2%	××	839	26.3%	39.0%	35.5%	95.8%	40.8%	23.1%
	Q 6	2,751	27.9%	32.0%	35.9%	24.3%	26.1%	40.8%	MD	802	33.5%	46.5%	45.5%	34.4%	30.6%	45.1%
	¥ 5 ½	2,317	27.8%	31.3%	36.2%	23.1%	27.6%	40.7%	GA	641	38.4%	51.8%	52.9%	37.2%	43.5%	49.1%
	Ç X	2,042	20.8%	23.7%	33.4%	22.8%	24.3%	36.3%	<b>S</b>	753	35.5%	42.7%	41.4%	33.2%	34.8%	40.1%
	MA	1.923	23.0%	25.1%	30.0%	17.4%	19.5%	28.1%	ž:	746	30.3%	55.5%	39.7%	31.1%	34.3%	35.3%
	PA	1,727	37.2%	39.5%	42.5%	20.0%	35 1%	39.6%	W S	552	30.1%	46.0%	42.9%	30.0%	29.3%	48.4%
	ξ	1,727	42.0%	47.7%	53.5%	35.0%	39.6%	56.5%	ŹŽ	450	50.7%	%1.2c	44.8%	46.1%	43.4%	46.9%
	S S	1,416	24.8%	26.4%	31.5%	20.5%	24.5%	36.0%	S	329	33.6%	37.7%	34.3%	49.7%	32.6%	70.7%
	5	1,401	25.3%	29.7%	36.1%	21.4%	24.3%	43.0%	OR	381	34.5%	33.3%	38.4%	34.2%	33.7%	36.1%
	N C	1,202	32.7%	35.6%	39.0%	29.1%	30.7%	44.8%	Z	314	38.2%	50.2%	47.2%	41.4%	38.3%	52.7%
	5.0	1,085	48.1%	51.6%	57.3%	40.0%	44.7%	63.4%	A	285	60.2%	66.1%	63.2%	58.0%	51.5%	65.4%
	35	1,063	21.1%	23.3%	26.9%	17.4%	19.4%	32.8%	9	414	26.6%	38.1%	34.2%	29.1%	27.2%	34.7%
	<u> </u>	000,	23.0%	31.9%	36.8%	25.5%	27.4%	46.3%	Ċ	397	39.5%	44.9%	43.7%	37.7%	36.1%	47.1%
	<u> </u>	957	25.7%	20.0%	28.1%	14.9%	18.8%	39.2%	Ŧ!	315	25.0%	35.1%	34.2%	22.5%	26.1%	35.9%
	<u> </u>	934	34.7%	41.3%	30.2% 47.3%	20.6%	23.4%	39.7%	5	207	31.4%	38.2%	33.7%	30.2%	28.2%	34.8%
	SC	943	33.3%	36.1%	4.0.74	00.0%	90.0%	53.1%	₹ 6	147	20.6%	58.5%	51.3%	52.5%	53.0%	53.8%
	MO	808	27.1%	29.7%	33.9%	23.2%	%E 96	38 0%	ာ ရ	176	40.5%	52.4%	39.8%	40.4%	46.4%	42.4%
	N.	740	25.0%	26.5%	30.7%	21.2%	27.2%	38.0%	2 =	185	36.6%	54.0%	50.2%	38.5%	39.7%	45.4%
	<u>z</u>	712	39.2%	43.1%	47.7%	32.0%	36.2%	55.6%	<u> </u>	166	80.7%	44.5%	39.5%	33.6%	41.7%	37.9%
	<u></u> :	571	29.1%	35.2%	41.5%	24.0%	25.2%	45.3%	: □	159	35.6%	44.5%	42.6%	34.3%	22.2%	35.0%
	<u>¥</u> .	562	22.8%	24.4%	30.6%	17.6%	24.7%	34.5%	٩Ľ	151	38.7%	42.9%	43.1%	33.9%	30.0%	42.0%
	<u> </u>	439	35.8%	39.0%	43.1%	29.9%	34.9%	43,4%	≤	121	47.8%	57.1%	47.0%	39.5%	49.9%	43.4%
	2	435	29.4%	31.0%	35.4%	23.2%	27.7%	39.4%	ž	88	33.3%	45.9%	34.7%	36.2%	28.3%	31.0%
	, a	387	39.8%	90.74	46.0%	32.1%	37.8%	51.9%	ζi	93	55.1%	59.2%	46.5%	20.6%	47.3%	45.4%
	Ī	356	24 R%	27.1%	21.2%	20.5%	%6.02	44.3%	æ	74	35.1%	45.4%	46.6%	35.6%	36.9%	56.1%
	DE.	313	37.8%	40.1%	44 8%	31.1%	35.0%	39.1%	Z U	105	34.1%	46.1%	44.5%	36.1%	27.8%	44.6%
	ME	289	34.2%	39.5%	45.2%	27.4%	31.5%	43.0%	7 7	ן ס	4d.g%	47.6%	45.2%	47.6%	46.7%	40.0%
	ŏ	267	37.0%	39.4%	43.5%	34.2%	36.3%	42.8%	Ş	8 8	58.4%	79.00	52.5%	42.0%	35.7%	57.6%
	<u> </u>	267	34.0%	36.3%	40.6%	27.9%	31.9%	45.2%	Š	44	45.3%	49.7%	42.9%	49.470 48.9%	47.3%	43.0%
	N.S.	259	29.6%	31.7%	38.1%	21.7%	30.2%	46.5%	MS	80	41.8%	51.1%	43.8%	44.0%	41.3%	43.4%
	<u> </u>	426	%5.49	47.6%	51.4%	39.5%	41.5%	54.9%	₹	40	53.8%	62.9%	51.6%	55.4%	54.7%	58.4%
	2 P	מ ע	00.00	35,4%	39.7%	30.7%	30.9%	45.4%	ဌ	62	44.7%	41.9%	45.9%	41.0%	43.0%	53.7%
	E P	405	30.4%	32.3%	36.9%	25.8%	29.8%	42.0%	AR	40	39.8%	48.5%	40.3%	38.9%	48.9%	42.3%
		35	24.5%	30.0%	07 1.22	13.0%	16.9%	31.3%	Ļ.	53	20.8%	44.0%	36.4%	22.9%	43.4%	33.9%
		8 8	37.0%	38.5%	40.7%	30.3%	20.0%	43.5%	<b>≥</b> !	34	44.7%	63.0%	48.4%	37.2%	44.7%	52.7%
	WΥ	62	15.2%	15.1%	18.6%	11 5%	20.02	20.678	- X	12	55.9%	64.7%	21.7%	51.3%	100.0%	44.6%
	E E	62	36.0%	33.8%	43.2%	31.4%	30.8%	45.5%	<u>}</u>	20 L	22.4%	39.5%	31.1%	19.2%	19.2%	31.5%
	ΑK	22	10.0%	12.5%	16.7%	%6.6	11.2%	24.0%	2 4	0 6	24.7%	44.0%	39.5%	52.4%	53.4%	39.3%
	as	31	28.4%	33.8%	34.4%	23.1%	24.6%	35.4%	£ 65	0 C	45.6%	35.7%	29.3%	23.8%	26.8%	32.5%
	Q.	17	31.3%	35.4%	37.4%	29.5%	28.4%	40.6%	2	2	40.4%	43.2%	34 3%	45.1%	15 0%	00.00
	lotal	98,938	46.6%		48.9%	32.7%	34.3%	52.1%	Total	35,788	51.1%	51.6%	51.9%	43.0%	41 7%	40.7%
cash Ic	dxa sasso	losses experienced by the trusts.	by the tru		everities	s for loar	is not al	ready liqui	Severities for loans not already liquidated are estimated assuming eventual liquidation	estimated	d assum	חמעם החו	in le i	idation		

Includes net cash losses experienced by the trusts. Severities for loans not already liquidated are estimated assuming eventual liquidation and based on current collateral value derived from MSA-level indices and historical liquidation costs.

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### Improving as Modifications Become More Aggressive Modification Performance on GB Loans

Majority of modifications as of 12/31/2010 are expected to stay current based on age of modification and significantly improving current redefault trends:

nBal (000's) PrinBal	1,118,632	1,891,397	2,982,642	5,992,672
Current Pril Modification Year	2008	5009	2010	Total

Redef	ault Rate by Year of	Modification (GB	four May WI.
Months Post Cure	2008	2009	2010
ဇ	28%	15%	
9	43%	35%	20%
တ	25%	46%	
12	29%	53%	
15	63%	%09	
18	%29	65%	
21	%02	%89	
24	72%	87%	
27	75%		
30	78%		
33	85%		

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Analysis of Repurchase Rates and Payments Made

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# Repurchase Claim and Approval Rates Demonstrate Importance of Payments Made

The following represents repurchase claim and approval rates by product and vintage for GSEs for the 2004 to 2008 origination vintages.

				\													
) ) ) )	(5000	Def an	d Deling	af and Delinquent > 180 Days	0 Days	Claim	% se pa	Claimed as % of Def/Del Approved as % of Proce	e Ag	proved	Approved as % of Proces	f Proce	ssed 7	. P.	spurcha	ssed Repurchase %	ä
Prime	2004	0-12 153	235		H	22%	13%	12%	3% 3%	82%A	71%	43%	31%	18%	%6	5%	1%
Prime	2005	333	877	2,302	7,836	78%	25%	16%	4%	73%	54%	32%	22%	21%	14%	2%	1%
Prime	2006	1,031	3,486	6,470	6,060	45%	792	10%	7%	74%	23%	38%	32%	33%	14%	4%	1%
Prime	2007	5,514	11,553	10,743	1	44%	19%	2%		73%	20%	44%		32%	%6	7%	
Prime	2008	2,237	3,908	1	ı	34%	Ä	(	(	64%	46%			21%	4%		
		9,268	20,059	19,896	17,556	41%	388	3	(%8)	71%	20%	41%	,77%	79%	%6	3%	1%
A-II-A	2004	146	154	276	1,593	25%	15%	20%	2%	%88	84%	47%	38%	22%	12%	10%	7%
Alt-A	2005	353	799	1,551	3,375	39%	37%	23%	2%	85%	62%	20%	39%	33%	23%	11%	7%
All-A	2006	1,813	4,374	5,178	3,418	21%	30%	12%	3%	%62	%89	48%	36%	45%	19%	%9	1%
A:It-A	2007	3,771	5,917	4,960	•	53%	24%	7%		79%	26%	47%		45%	14%	3%	
Alt-A	2008	153	209		١.	29%	7%			75%	%69			22%	2%		
		6,235	11,452	11,964	8,386	52%	27%	11%	4%	%08	%09	48%	38%	41%	16%	%9	7%
		15,503	31,511	31,860	25,942	45%	21%	%6	3%	75%	54%	43%	31%	34%	12%	4%	1%
Development Factor	nt Factor					1.1	1.3	1.5 76 2.0	2.0				· ·				
Developed Repurchase Rates	Repurchase	Rates				20%	78%	14%	1%	75%	54%	43%	31%	37%	15%	%9	7%
					l	trat.											
						30 or Jank	× 2										
						7301											

Drop off in repurchase rates (both decrease in repurchase claim rates and increase in rescission rates) demonstrate importance of payments made in predicting processing defects.

Development factors account for publicly disclosed 70 to 75% completion rate.

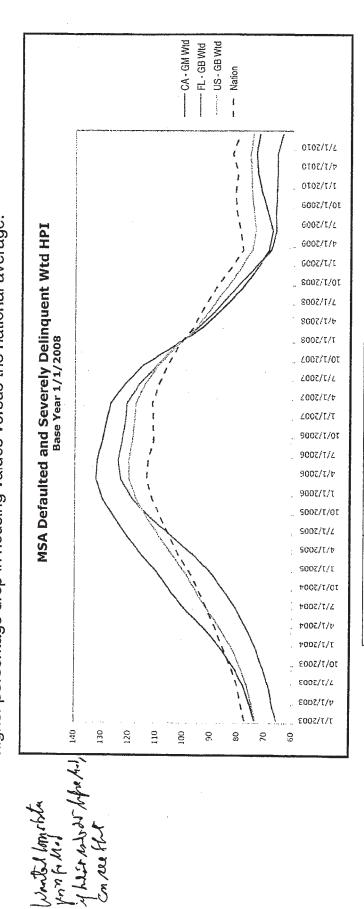
In-process claims of ~\$2 billion are included in repurchase claim rate calculation and excluded from approval rate calculation.

fewer has

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### Key Driver of GB Severities Was Geographical Concentrations $\wp h \mathcal{L}^k$ Portfolio Weighted HPI Demonstrates

- nationwide index provides an understanding of the geographical concentrations purchased by the Gibbs Using state level indices weighted for the loans included in the Gibbs & Bruns deals versus the & Bruns investor group.
- The loans included in the Gibbs & Bruns deals have experienced an approximately 25%-35% higher percentage drop in housing values versus the national average.



Ŧ o	Overall	Wei	Weighted on GB Balances	seo
Changes	SN	SN	CA	FL
2006 to Today	%67-	-37%	-45%	-47%
2007 to Today	-59%	~37%	-44%	-48%
2008 to Today	-21%	-25%	-28%	-36%

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#### EXHIBIT 11

### Excerpts From Fourth Quarter 2010 Earnings Presentation

# Representations and Warranties

### Liability for Representations and Warranties

### **Outstanding Claims by Counterparty**

(\$ in millions)	4Q09	1Q10	2010	3010	4010	(\$ in milli
Beginning Balance	\$3,570	\$3,507	\$3,325	\$3,939	\$4,402	GSEs
Provision	516	526	1,248	872	4,140~11~1	Monoli
Charge-offs	(201)	(718)	(642)	(415)	(3,028)	Other
Other Activity	12	9	00	9	(92)	Total
Ending Balance	\$3,507	\$3,325	\$3,939	\$4,402	\$5,438 rcsente	

	Lite Perment	dellar		July	
4010	\$2,821 decha ben	4,799	3,067	949 \$10,687 pt	
3Q10	\$6,819	4,304	1,825	\$12,949	
2010	\$5,624	4,114		\$11,166	
1010	\$4,094	3,169	1,575	\$8,838	
4 <b>Q</b> 09	\$3,284	2,944	1,371	\$7,600	
(\$ in millions)	GSEs	Monolines	Other Melows of	Total July	
	_	_		9707	

#### **New Claims Trends**

						,	300	e	٦.		
Mix	4%	31%	43%	%9	1%		Laxperions	9	The second		
4010	\$455	2,105	1,775	351	105	\$5,748	57%	\$4,106	\$3,934	\$10,687	76%
3010	\$147	1,442	1,664	320	26	\$4,219	82%	\$1,531	\$1,005	\$12,949	23%
2010	\$125	1,276	2,329	278	47	\$4,765	77%	\$1,592	\$855	\$11,166	20%
1010	\$143	202 867	1,805	204	36	\$3,416	84%	\$1,050	\$1,204	\$8,838	46%
4009	\$49	601	1,209	168	20	\$2,301	89%	\$914	\$1,286	\$7,600	43%
(\$ in millions)	Pre 2005	2006	2007	2008	Post 2008	New Claims	% GSEs	Rescinded Claims	Approved Repurchases	Outstanding Claims	% GSEs

4Q10 representations and warranties provision of \$4.1B increased as
the current quarter included \$3.0B in provision relating primarily to the
impact of previously announced agreements with GSEs

Commentary

- \$8.0B of claims were resolved during the quarter, including \$4.9B as part of the GSE agreements, leading to an overall \$2.3B reduction in claims
- Monoline claims outstanding continue to grow as the monolines continue to submit claims and are generally unwilling to withdraw claims despite evidence refuting the claims
- \$1.9B in claims were received during the quarter from whole loan and private label securitization investors substantially related to 2005 through 2007 origination viritages <sup>1</sup>
- Increase in rescissions and approvals in 4Q10 was substantially impacted by the previously announced agreements with the GSEs
- 74% of new claims over the past year were from 2006 & 2007 vintages

Includes \$1.7B in claims contained in communications from private label securitizations investors that do not have the right to demand repurchase of loans directly or the right to access loan files. The inclusion of these claims in the amounts noted does not mean that we believe these claims have satisfied the contractual thresholds to direct the securitization trustee to take action or are otherwise procedurally or substantively valid.

### Government Sponsored Enterprise (GSE Experience - 2004-2008 Originations

- From 2004 through 2008, \$1.1T of loans sold directly to GSEs
- repurchase and make-whole claims arising out of any alleged breaches of selling representations and warranties related to loans sold by legacy Countrywide to Freddie Mac through 2008 Recent agreement with Freddie Mac for \$1.28B extinguishes outstanding and potential mortgage
- Recent agreement with Fannie Mae for \$1.52B substantially resolves the existing pipeline of repurchase and make-whole claims outstanding as of September 20, 2010, arising out of alleged breaches of selling representations and warranties related to loans sold by legacy Countrywide to Fannie Mae
- been addressed as a result of these agreements and the associated adjustments to the accrued liability for We believe the remaining representations and warranties exposure for loans sold directly to the GSEs has representations and warranties
- Based on the models derived from the historical GSE experience, we believe we are 70 to 75% through the receipt of GSE repurchase claims
- Our liability for GSEs fully reflects claims received as well as an estimate of claims still expected
- The liability assumes no material changes in experience with GSEs, home prices, or other factors
- Preliminary estimates of repurchase claims as of 12/31/10 reflect:
- \$21.6B of repurchase claims received on 2004-2008 vintages on lottilim
- \$18.2B of resolved repurchase claims on 2004-2008 vintages with loss experience of 27% of resolved claim requests 1
- Experience to date reflects:
- Slightly less than 10% of loans sold have defaulted or are severely delinquent
- Collateral loss severity rate on approved repurchases of approximately 45 55%
- 55% of delinquent or defaulted loans made at least 25 payments prior to default or delinquency condition to the property of the second conditions and the second conditions and the second conditions are second conditions.

# GSE Experience - 2004-2008 Originations

(\$ in billions)

		ĭ	egacy O	Legacy Originator			တ္ဗ	Government Sponsored Enterprise Mix	nt Spons	ored E	nterp	rise Mi	¥	
	Country	ywide	Other	ler	Total		Fred	Freddie Mac	Fannie Mae	ie Ma	ø	Total	_	
Original Funded Balance	↔	846	. ↔	272 \$		1,118	₩	292	€9	826	မွာ		1,118	
Principal Payments Defaults (filestation and houted that The		406 31		133 3	2	£ 55 55 55 55 55 55 55 55 55 55 55 55 55		127		412 27	112 27		539	
Outstanding Balance 12/31/10	₩.	409	₩	136 \$		545	\$	158	₩	387	\$ 2		545	
Outstanding Delinquent > 180 days Defaults + Severely Delinquent	€	29	↔	14 \$	)	<u>√</u> (§)	₩	21	<del>⇔</del>		52 \$		73	w
(principal at risk)	↔	06	₩	17 \$	\	107	<del>6</del> 3	.58	<del>()</del>	7	\$ 62		107	
Payments made prior to delinquency: $\left\{ b_{f}(\mathcal{J}) \right\}$ Less than 13	of wil			₩	3.	3	¥.				↔		16	15%
13-24 25-36 greater than 36						32 30% 33 31%								30% 31%
Grader triair of	or or or or	i tu											8	% %
As of 9/30/10 (all vintages) As of 12/31/10 (all vintages)	alions all d	Wallan Wallan	8 CIG 18 18 18 18 18 18 18 18 18 18 18 18 18	<del>•</del> • •		6.8 2.8	₩ ₩	1.6	<del>60 60</del>	ro, c/	2.2 2.2 \$		, 8 8 8 8 8	
$\uparrow\!$	ies losses/	15 (5E 2004-20	280											
Prior to Agreements as of 12/31/10			•	↔		3.5	↔	1,8	↔	4	7		3.5	
Agreements				↔	cal	2.8	↔	1.3	↔	<del>-</del>	1.5 \$		2.8	
					•	6.3 when	627							

<sup>1</sup> Includes approximately \$112B in outstanding balances that were originated by Countrywide from 2004-2008 and covered by the Freddie Mac agreement. The agreement covered \$127B in unpaid principal balances for all periods.
<sup>2</sup> Includes approximately \$832M of missing document claims in the process of being cured.

# Non-GSE Experience - 2004-2008 Originations

From 2004 through 2008, \$963B of loans were sold into private label securitizations or through whole loan sales

#### Origination Issuer

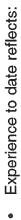
- 74% originated through Countrywide
- 10% originated through legacy BAC
- 7% originated through legacy Merrill Lynch
- 9% originated through other legacy firms

### Originations by Product

- 31% were prime originations med-jumbo
- 18% were Alt-A originations
- 16% were pay option prime originations
- 26% were subprime originations
- 9% were second lien originations
- Repurchase claims activity through December 31, 2010;
- \$13.7B of repurchase claims received on 2004-2008 vintages
- \$5.6B in claims from monoline insurers
- \$5.7B in claims from whole loan buyers; pritation was reconitioned
- \$1.7B in demands from private label securitization investors who do not have the contractual right to demand repurchase of loans directly
- \$800M in claims from one counterparty submitted prior to 2008
- \$6.0B of resolved repurchase claims on 2004-2008 vintages
- - \$5.2B resolved with private investors; 59% were rescinded 5121.4 6652.7
    - \$7.7B repurchase claims remain outstanding on the 2004-2008 vintages
- \$4.1B have been reviewed and declined for repurchasem4. mvnv(1.10 s
- (\$1.7B))) demands from private label securitization investors who do not have the contractual right to demand repurchase of loans directly
- Repurchase losses of \$1.7B
- \$630M related to monolines to what, Pix your 18 ×100 = 700m Hose (Gomm = 95" rund lien related
  - \$1.1B with private investors my like GIE S.LBII(x+>>2) fill+ + las (1) 50 dor 18-55-55 sevity

The inclusion of these claims in the amounts noted does not mean that we believe these claims have satisfied the contractual thresholds to direct the securitization trustee to take action or are otherwise procedurally or substantively valid

# Non-GSE Experience - 2004-2008 Originations (CONT'Q)



- 22.4% of loans sold have defaulted or are severely delinquent
- 58% (\$126B) of defaulted or severely delinquent loans madelat least 25 payments)prior to default or delinquency
- Only a portion of these defaulted or severely delinquent loans will be the subject of a repurchase demand and only a portion of those would ultimately be repurchased
- Significant differences between GSE and private label representations and warranties deal terms (slide 21
- المريمية ال It is possible that additional losses may occur
- Various scenarios were evaluated as part of our planning process
- A preliminary estimate of possible upper range of loss could be up to \$7B to \$10B, over existing accruals
- It does not represent a probable loss
- It is based on current assumptions and is necessarily subject to change
- A significant portion of this possible range of loss relates to loans originated through Countrywide prior to our acquisition
- Counterparties and their claims still have significant legal and procedural hurdles to overcome
- We expect resolution of these matters to be a protracted process, could take years to conclude
- if valid claims are presented in accordance with contractual rights, loan repurchase claims will be processed appropriately
- Where no such valid basis for a repurchase claim exists, we will vigorously contest any requests for repurchase

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### Representations and Warranties (vs. GSEs) Key Private Label Differences in

Significant aspects of private label transactions that differ from GSE sales are summarized below:

which my parthis? Not from the Kdifferens							
General representation of material compliance with มีนี้เป็วที่ underwriting guidelines (which permits exceptions)	Virtually all deals do not contain a representation that there has been no fraud or material misrepresentation by borrower or third party	No representation that the mortgage is of investment quality	Many representations include materiality qualifiers	Breach of representation must materially and adversely affect certificate holders' interest in the loan	Offering documents included extensive disclosures including detailed risk factors, description of underwriting practice and guidelines, and loan attributes.	Only parties to the Pooling and Servicing Agreement (PSA) (e.g., the Trustee) can bring such repurchase claims; certificate holders cannot bring claims directly. 25% of each tranche of certificate holders generally required in order to direct trustee to review loan files for potential claims. Investors must bear costs of Trustee's loan file review.	Repurchase liability, generally limited to seller
General Compliance	Fraud	Acceptable Investment	Materiality	Causation	Disclosure	Claim Presentation Rights	Liability for Repurchase

### (GSE) Experience - 2004-2008 Originations Non-Government Sponsored Enterprise

	(\$ in billions)	Princ	Principal Balance		<i>i</i> ) ( <i>i</i> )	(instal		Principa	Principal at Risk		
					, /						
			Outstanding	Outstanding				Borrower	Borrower		
		Original Princinal		Principal Balance X	Defaulted Princinal	Principal at	Borrower Mado 712	Made 13 to	Made 25 to	Borrower	
		Balance	Baland	180 Dave	Balance	Risk	Daymonte	24	36	Made > 30	
	Entity		12/31/10	Past Due			- مرابع المالية	Payments	Payments	raymens	
	Bank of America	ica \$ 100	s	\$	8 8	2	49	8	8	€.	
	Countrywide		6 293	98	80	166	24	4	7	7	
	Merrill Lynch	9	65 22	7	10	17	က	4	က	_	
	First Franklin	80	82 23	2	19	. 50	4	9	4	12	
	Total 1,2,3	96) \$	963) \$ 372	\$ 104	\$ 112	\$ 216	\$ 32	\$ 58	\$ 58	\$ 68	
		Sas			9)	かそにはっる					
					•						
	•	Princ	Principal Balance		. :			Principa	Principal at Risk		
		Original Principal	Outstanding Principal Balance	Outstanding Principal Balance >	Defaulted Principal	Principal at Risk	Borrower Made < 13	Borrower Made 13 to 24	Borrower Made 25 to 36	Borrower Made > 36	
	Product	Balance	12/31/1	180 Days Past Due	Balance		Payments	Payments	Payments	Payments	
4	Prime	\$ 302	2 \$ 124	\$	3	\$ 27	٠ د	<b>9</b>	α <del>4</del>	++++++++++++++++++++++++++++++++++++++	
3	and C. Alt-Aust most Fromsi, but in				27		)	•			
ب	Pay option 🏻 🌣	Securificano 150	0 65	<u>E</u>	20	51	ß	15	17	1 4	
}	Subprime	24	245 Just 00, 82	36	43	79	16	19	17	27	
	Home Equity,	Ø	8 mort 18		16	16	CV.	5	Ŋ	4	
	Other	-	6 1	(£)	- <del> </del>		0	0	0	C	
	Totol	•	•						)	,	

88

216

S

\$

963 ဖ

Other Total

<sup>1</sup> Includes \$186B of original principal balance related to transactions with monoline participation.
<sup>2</sup> Excludes transactions sponsored by Bank of America and Merrill Lynch where no representations were granted.
<sup>3</sup> Includes exposures on third party sponsored transactions related to legacy entity originations.

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#### EXHIBIT 12

# Presentation to Gibbs & Bruns

April 11, 2011

## Estimated Product-Type Repurchase Rates Implied by GSE Experience

- The following represents estimated repurchase rates by product type for the GB deals' based on the GSE experience.
- The first two columns of data represent the GSEs' high risk balances and repurchase approval rates by product type for the 2004 to 2008 origination vintages.
- The last two columns of data represent the GB deals' high risk balances and estimated reweighted
- Due to lack of meaningful GSE experience with subprime products, the estimated subprime repurchase rate for the GB deals was derived from the GSE doc-type repurchase experience. See slide 2 for additional

***************************************	. <u>.</u> 5	%9	12%	17%	12%	12%
200000000000000000000000000000000000000	5 2 2 3	1%	1%	2%	%	1%
000000000000000000000000000000000000000	5 40 5 5 40 5	3%	2%	13%	4%	%9
000000000000000000000000000000000000000	Weighte	%6	16%	31%	13%	18%
000000000000000000000000000000000000000	Keb.	30%	<b>40%</b>	46%	35%	38%
000000000000000000000000000000000000000	98 Se	4,927	7,929	8,349	10,270	31,476
000000000000000000000000000000000000000	on sure pe				9,343	
000000000000000000000000000000000000000	s Default 13:24	2,691	6,695	6,309	10,023	25,717
500000000000000000000000000000000000000	GE 21 0	1,096	3,455	1,962	8,559	15,072
000000000000000000000000000000000000000	Tot	%8	13%	14%	%2	.10%
000000000000000000000000000000000000000	- 36	1%	1%	2%	1%	1%
000000000000000000000000000000000000000	98.38 5.38	3%	2%	13%	3%	4%
000000000000000000000000000000000000000	Kepir	%6	16%	31%	%9	12%
000000000000000000000000000000000000000	0.42	30%	40%	46%	23%	34%
000000000000000000000000000000000000000	ле. У 36	19,512	9,471	1,288	42	30,350
000000000000000000000000000000000000000	76. Se 2	7 21,171 1	11,989	1,252	207	15,656 32,106 34,619 30,350
000000000000000000000000000000000000000	faulled Fa-24	9,239 19,817	11,360	763	166	32,106
000000000000000000000000000000000000000	90 32 0 0 22 0	9,239	6,227	109	81	15,656
	(6)8)8) 615] (6) 6) 6) 6 (7) 6) 6) 6) 6) 7 (7) 6) 7 (8) 6) 7 (8) 7 (8) 8) 7 (8) 8) 8) 8) 8) 8) 8) 8) 8) 8) 8) 8) 8) 8	Prime	Alt-A	OptionARM	SubPrime	

The estimated reweighted repurchase rate of 12.4 % for the GB deals is approximately 29% higher than the GSE repurchase rate of just under 10%.

<sup>&</sup>lt;sup>1</sup> "GB deals" as used in this presentation means the 540 deals on the CW shelves that are the subject of the parties' discussions.

## Estimated Product-Type Repurchase Rates Implied by GSE Experience

- The following shows how the estimated subprime repurchase rate for the GB deals was derived using the GSE doc-type repurchase experience.
- Due to lack of meaningful actual GSE subprime experience, we calculated GSE doc-type repurchase rates, and applied those rates to the subprime GB deals, based on the subprime loans' documentation type.
- The documentation types are listed in order of combined GSE and GB unpaid principal balance. I

					0.611(6)(5)									1110. (4)11.87				
(\$966,6968)	SSE De	SSE Defaulted a	and Sec	Jel		Repure	9 2 2			GB Deals	Defaults	d and Se	- - - - -	Rep	Weighte	<u>0</u>	3 De als	
Plac I ype	8	₩							***	,	XXXXX							
Full	5,786	11,422	13,020	12,123	31%	7%	%	%		4,407	5,987	990'9	7,255	31%	11%	4%	%	10%
Fast And Easy	2,738	5,746	6,368	5,815	36%	10%	3%	%		•			,	36%	10%	3%	%	
Reduced	2,919	5,872	5,964	4,477	48%	20%	%/	1%	16%	'			1	48%	20%	%/	1%	
Stated Income/Stated Assets	413	883	919	717	40%	16%	4%	1%	12%	4,117	4,002	3,255	2,991	40%	16%	4%	1%	17%
Alternative	1,578	3,540	4,163	4,206	27%	10%	3%	1%	7%					27%	10%	3%	1%	
Paper Saver	1,194	2,589	2,276	1,702	76%	10%	3%	1%	8%	,	,		,	76%	10%	3%	1%	
Fastrack	423	924	702	304	18%	%/	%	%0	%9	,				18%	%/	1%	%0	
No Ratio	328	629	929	405	37%	12%	3%	1%	11%	,	,		,	37%	12%	3%	1%	
No Income/No Assets	275	490	551	200	24%	10%	2%	%0	%/	•	,		,	24%	10%	2%	%0	
Other	3	10	30	101	%2	28%	%6	10%	11%	35	34	22	24	34%	12%	4%	1%	15%
	15,656	32,106	15,656 32,106 34,619 30,350	30,350	34%	12%	4%	1%	10%	8,559	10,023	9,343	10,270	35%	13%	4%	1%	12%

The GB deals' "Other" documentation type uses overall GSE repurchase rates by payments made as a proxy.

### Impact of GSE Defect Finding on Estimated Repurchase Rates

The following are statistics for GSE approved repurchases segregated by borrower payments made and the nature of the defect finding related to the approval.

PmisMade	GSE Rep Only	Prime	Alt-A OpinonARIII	thonARM	Total
	>_	55.4%	29.0%	64.7%	26.8%
	Z	44.6%	41.0%	35.3%	43.2%
0-12	Total	100.0%	100.0%	100.0%	100.0%
	>	46.1%	48.6%	80.5%	48.0%
	Z	53.9%	51.4%	39.5%	52.0%
13-24	Total	100.0%	100.0%	100.0%	100.0%
	<b>&gt;</b>	43.6%	44.5%	61.1%	45.5%
	Z	56.4%	25.5%	38.9%	54.5%
25-36	Total	100.0%	100.0%	100.0%	100.0%
	>_	24.3%	27.0%	32.3%	25.2%
	Z	75.7%	73.0%	67.7%	74.8%
> 36	Total	100.0%	100.0%	100.0%	100.0%
	>_	47.4%	51.9%	58.5%	49.6%
	Z	52.6%	48.1%	41.5%	50.4%
Total	Total	100.0%	100.0%	100.0%	100.0%

- GSE Rep Only "Y" represents repurchase approvals related to borrower misrepresentation, which would not support a private-label repurchase claim.
- balances projected to be repurchased, on slide 1, would not ultimately qualify for repurchase due to the lesser Applying this data to the GB deals shows that 55.6% of the previously estimated population of GB high risk representations and warranties in private-label deals.

Š	49%	52%	%09	55%	55.6%
je,	24%	27%	32%	27%	29%
	44%	45%	61%	45%	54%
	46%	49%	%09	49%	23%
D 21	25%	%69	859	29%	%09
98	32	94	186	81	393
	101	354	1,023	341	1,819
	250	1,087	1,930	1,292	4,558
	327	1,396	965	3,013	5,700
0.1					
(Ded pate) Product	Prime	Alt-A	OptionARM	Subprime	
_					

Subprime "Disqualified R&W %" uses the Alt-A percentages as a proxy.

BNYM CW-00000168

# Calculation of a Potential Settlement Amount

- The following represents how the product-type analysis on the previous slides would influence the upper end range of possible losses ("RPL") analysis, which was initially explained in our February 10, 2011 presentation.
- associated with non-GSE loans, we can calculate a potential settlement amount using the Using the same methodology as the Corporation's publicly disclosed estimate of the RPL information discussed on prior slides.
- All percentages are multiplied by the notional to establish risk (100% means entire balance flows through filter, 0% means no balances flows through or no loss):

Atd Factor	41.8%	23.0%	9.7%	2.0%	
ct Rates oan Level Adj	1.10	1.30	1.50	A 4.00	
GSE Defer Applied at L Reweighted GSE Defect %	38.0%	17.7%	6.5%	1.2%	
Pmts Made	0-12	13-24	25-36	> 36	

85.4%	0.50	%8 66	> 36
73.1%	0.50	53.8%	25-36
73.3%	0.50	53.5%	13-24
70.1%	0.50	29.7%	0-12
Adj Hairout	oga lecto	Applied at coan er de Disqualified Defect % Adj	mts Nade
	esentation Haykut	Lesser Represe	
eals.	mix in GB deals.		
duct	been adjusted for different product		
has	Information has		

		9	100.0%	81.3%	62.5%	43.8%
HICH	n Level	veg AM	100.0%	87.5%	75.0%	62.5%
TEH LIGHTSIN	pplied at Loan I	Base	100.0%	75.0%	%0.09	25.0%
ö	App	Pmts Made	0-12	13-24	25-36	> 36

		ctor	%0.0	23.8%	71.3%	95.0%
ut able)	70	Adj Factor		7	_	6
Presentation Haircut Senior Loss Per Available	Appoiled at Beat Lev	4	%0.0	25.0%	75.0%	%0:
E 5	je T	Base	Ö	25.	75.	100.0%
	Teo Teo	<b>υ</b>				
Pre Senio	ë	Senior Loss	%0	1%-5%	5%-10%	> 10%
=		Senio G	0	1%	-%5	^
		**********				

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# Upper End of Range of Possible Loss – GB Deals (Summary Results)

Calculation yields an upper end possible loss related to the GB deals of \$4.02 billion.

- based on assumptions on prior page, are shown to the right. Components of calculation,
- Sub-total per calculation to the includes all outstanding loans, not just outstanding loans right is \$4.29 billion, as it greater than 180 days.
- subordinate classes, excess IO Credit enhancement haircut reflects credit support from and mortgage insurance.
- Excludes benefit of monoline proceeds.
- Absence of parent entity credit application of adjustments. support not addressed in

Output Calculation			Outstanding
			plus liquidated
(Billions)		7	loans and
Principal	220.44		losses.
Loss Rate	30.7%		
Losses	67.75	1	Fred Jency and
GSE Defect Rate	14.0%		Severity
Sub-total	9.45		,
Lesser Rep	74.2%		
Sub-total	7.01		
Causation	76.2%		
Sub-total	5.34		
Presentation /			
Credit			
Enhancement	80.2%		
Sub-total	4.29		
Loss: Loans <180	(0.27)		
Total	\$4.02		

(Billions)	Principal	Losses
Current	61.67	3.50
Current, but Mod'd	13.35	3.81
BK	6.24	2.48
30-180	40.32	9.29
180+	98.86	48.66
Total	220.44	67.75

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#### EXHIBIT 13

### All Consortium Deals: Assumes 50% Performing Loan Default Rate

L		Deal		1			į
-	Intex Collateral Type	Balance	Deal Balance · Curr	Count	Realized Loss \$'s	60+ (including BK, FCL, REO) \$'s	Severity
noii	ALT_A	\$179.9	\$83.9	255	\$9.2	\$28.8	61%
.eu	Subprime	\$127.6	\$45.6	102	29.7	\$26.	85%
10	Prime	\$68.1	\$33.2	123	\$1.4	\$6.4	51%
u <sub>l</sub>		\$44.8	\$18.	38	\$3.2	\$10.2	%99
esı	alos	\$3.4	\$12	15	69 69	& & & & & & & & & & & & & & & & & & &	116%
ı D		23.7	1 7	· «	<i>\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ </i>		%66
pəj		. 5	- u	o (	: C	- · · · ·	100%
ga		<del>4</del> 6	n c	N (	Ņ.	- · ·	%00I
gre		Э. <del>.</del>	0.6	7	· ·	Ø. 1	970
βbγ	Grand Total	\$429.8	\$183.8	543	\$25.	\$72.5	999
_							
	Realized Loss Percentage	0		5.8%			
	60+ Percentage	4)		39%			
						Certainty	
L	Cumulative Realized Loss		(a)	\$25.	\ \	100%	
sļu			(a)	\$12.8	ļ	100%	
ıno			(a) (c)	\$72.5	Ÿ	100%	
m	Performing	- 4	D) E	988	J	100%	
/ S:			(p)	200	. ,		
so		D (	<u>э</u> (ө	%000	, ,		
pə	•		(3)	% % %	, ,	Dased off for for lates Historical Average (pool specific)	
16 n	no sool hahaima	ļ	(8) (4) = (4) + (3) = (4)	\$50.4			
uita			(6) (7)	4 00.1			
·=			(i) = (a) + (b) + (i)	\$107.8	ļ	Uncertainty only comes from performing loan default rate	
L	Breach Bafe		(k)				
5			8				
gun	Required Co		(m) = (0) * (k) * (0)				
ow							
∀ч						Scenario	BOA
esc.				;		Breach	36%
18	_	Balance	Default Rate	Severity	Estimated Losses	Success	40%
pə		Υ	Ϋ́	Υ	\$25.	<b>^</b>	\$3.6
us		\$72.5	%06	%99	\$42.9	^	\$6.2
lits	_	\$12.8	%06	%99	\$7.5	<b>^</b>	\$1.1
3	Non - Modified Current/D30	\$98.6	20%	%99	\$32.4	^	\$4.7
		\$183.8			\$107.8	П	\$15.5
	Notes / Assumptions					II	
	<u>Data:</u>					ı	
	* All consortium deals are represented here						
	* All data updated from Intex through January with the exception of two deals						
	* 4 of the deals are resecuritizations and as such have no collateral losses						
	** From MetLife						
	<u>Putback:</u>						
	* 65% and 75% are the top of the spectrum based on information from QC firms						

		r	65%	75%	\$12.2	\$20.9	\$15.8	\$52.6
		4	%09	%09	89.	\$15.4	\$11.7	\$38.8
		ount out	%09	20%	\$7.5	\$12.9	\$9.7	\$32.3
Estimated Modified Current	\$12.8	Indicative Amount	20%	20%	\$6.3	\$10.7	\$8.1	\$27

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#### EXHIBIT 14

### All Consortium Deal Analysis Privileged and Confidential --Subject to Fed. R. Civ. P. 408

																													•	Contraction of the	Chusham's marine					
																			\					lt rate			nounts	BOA Assumption	36%	40%	14%	\$1,8	\$3.	÷ €	\$1.9	\$7.3
		20 M (168 179	vast i						_	_	,							Ċ						ı loan defau			Indicative amounts	ဇ	92%	75%	49%	\$6.1	\$10.4	\$1.9	g gr	\$25)
		Modified		-			-			\$6.4							Ý	Jula, 6, 0	4		cific)			ı performing			=	2	%09	%09	36%	\$4.5	\$7.7	\$1.4	\$4.B	\$18.4
. 408		3mo	81%	80%	64%	53%	%86	79%	2%	%99								7		S.	re (bool spe	-		comes fron				1	, %09	20%	30%	\$3.8	\$6.4	\$1.1	\$4.	(\$15.4)
Privileged and ConfidentialSubject to Fed. R. Civ. P. 408	Ella (Including	PDT (IIICIUGIII) PDK, FCL, REO)	\$14 B	\$7.6	\$10.3	\$2.8	€	\$.2	\$.1	\$35.9	ţ.		\	Certainty	100%	100%	100%	100%	Estimate	Based on roll rates	Historical Average (bool specific)			Uncertainty only comes from performing loan default rate				Scenario	Breach	Success	"Defect Rate"	^	^	^	^	
tialSubject		Redized	\$5.3	\$2.7	\$3.1	\$.6	\$.7	€.1	↔	\$12.6	1	,	`\	`.,	· · ·	\ <u>\</u>	!	· ·	:			,					,		Estimated	Losses		\$12.6	\$21.4	\$3.8	\$13.5	\$51.2
and Confiden		Deal	48	75	38	52	ღ	7	2	225		%6'9	43%	17	\$12.6	\$6.4	\$35.9	\$40.7	₹%09	<b>1</b> %06	₩ 609	\$25.2	\$13.56	\$51.2(-			_		3	Severity		4N	% 99	9699	DD.74	)
Privileged	Deal	Balance -	\$25.2	\$24.6	\$18.2	\$13.4	8.8	\$,4	&.3	\$83.		ch)/9.0				.01						* (f) * (g)	(b) , (c)	(i) + (i)			R) * (I)		Default	Rate		NA	%06	%06	20.7%	
	Deal	= 0	\$54.	\$48.6	\$44.8	\$28.9	\$2.2	\$1.6	8.9	\$180.9					(a)	(p)	(0)	(p)	(e)	€	(B)	(h) = (b + c) * (t) * (d)	(b), (e), (p)=(i)	(j) = (a) + (h) + (j)	(K)	E 8	(m) = (j) * (k) * (l)			Balance		NA	\$35.9	\$6.4	440.7	\$83°
Parallibras Conference and Conferenc		Intex Collateral Type	Subprime	ALT_A	POA	Prime	Second Lien	Scratch & Dent	Reperforming	Grand Total		Realized Loss Percentage	ou+ rercentage	A CANTAGE AND A	Cumulative Realized Loss	Current but modified loans	60+ days Delinquent	Performing - Non Mod Balance	Performing Default Rate	60+ default rate	60+ Loss Severity	Projected Loss on Delinquent Loans	Projected Loss on Performing Loans	Total Projected and Realized Loss	Breach Rate	Success Rate	Required Compensation ≂	•				Liquidated Loans	60+ Loans	Modified Current Loans Non - Modified Current/D30		
		noif	BMI	Olı	() JE	<b>⊕</b> (]	pə	)e6	llei	56y						sju	noı	пΑ	SSC	) ] [	oəje	l Muli	są.			S	uno	шĄ	qoe	) (-)						

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#### EXHIBIT 15

(Millions)		Principal	ipal Balances			Incurred-Pro	Incurred-Projected Losses			 
	Not Yet		;	:	Not Yet			:	Not Yet	
Mono - Shelt - Deal Name No Monoline	Liquidated	Portion > 180	Portion < 180	Liquidated	Liquidated	Portion > 180	Portion < 180	Liquidated	Liquidated	Portion > 180
CWALT										
CWALT 2004-10CB	83.0	11.7		13.6	9.3	4.1	5.2	3.5	11.2%	35.2%
CWALT 2004-12CB	146.9	3.9	143.0	4.7	3.5	1.1	2.4	1.9	2.4%	28.9%
CWALT 2004-13CB	110.6	6.8		8.4	4.	e.1	2.2	<del>-</del> -	3.7%	27.8%
CWALT 2004-14T2	118.9	18.8		8.6	6.5	3.7	2.8	1.4	2.5%	19.5%
CWALT 2004-15	54.8	14.3		16.7	5.0	3.2	1.8	3.7	9.1%	22.1%
CWALT 2004-16CB	302.9	13.2		13.6	16.1	4.2	11.9	3.2	5.3%	31.8%
CWALT 2004-17CB	238.0	51.9		6.09	34.7	19.5	15.2	21.4	14.6%	37.6%
CWALT 2004-18CB	347.4	35.0		23.4	25.4	11.8	13.6	6.5	7.3%	33.7%
CWALT 2004-20T1	84.7	6.6		3.6	4.7	2.1	2.6	1.0	2.6%	21.4%
CWALT 2004-22CB	327.5	38.2		28.0	28.1	13.3	14.7	7.4	8.6%	35.0%
CWALT 2004-24CB	380.2	24.6		37.3	29.7	8.2	21.5	12.2	7.8%	33.4%
CWALT 2004-25CB	95.1	13.5		9.1	10.5	5.2	5.3	3.0	11.1%	38.5%
CWALT 2004-26T1	96.2	18.5		8.2	8.6	4.5	4.1	1.7	8.9%	24.4%
CWALT 2004-27CB	119.1	13.7		11.6	12.2	5.0	7.2	4.0	10.2%	36.4%
CWALT 2004-28CB	358.0	21.4		27.1	27.8	8.0	19.8	8.6	7.8%	37.6%
CWALT 2004-29CB	211.9	20.7		15.1	16.5	7.3	9.2	5.2	7.8%	35.3%
CWALT 2004-2CB	5.1	1.0		0.2	0.3	0.2	0.1	0.1	6.5%	24.0%
CWALT 2004-30CB	365.7	35.0		22.6	32.2	12.2	20.0	8.0	8.8%	34.7%
CWALT 2004-32CB	141.3	14.5		15.2	13.6	5.4	8.2	5.2	%9.6	37.3%
CWALT 2004-33	156.2	45.1		61.7	23.7	13.2	10.5	16.8	15.2%	29.3%
CWALT 2004-34T1	78.0	15.9		6.9	7.8	4.2	3.6	1.2	10.0%	26.5%
CWALT 2004-35T2	78.4	21.2		9.4	8.7	4.6	4.1	2.9	11.1%	21.5%
CWALT 2004-36CB	317.8	48.2		30.6	38.6	18.8	19.8	10.1	12.2%	39.0%
CWALT 2004-3T1	33.7	3.7		1.6	1.4	6.0	9.0	0.0	4.3%	23.9%
CWALT 2004-4CB	94.0	8.6		4.9	4.4	2.3	2.1	1.5	4.7%	26.9%
CWALT 2004-5CB	44.4	3.9		2.0	2.0	1.2	0.8	9.0	4.4%	29.8%
CWALT 2004-6CB	60.4	10.5		16.1	6.2	3.2	3.0	4.5	10.2%	30.4%
CWALT 2004-7T1	65.5	5.0		7.0	2.3	1.0	1.3	3.2	3.5%	20.5%
CWALT 2004-8CB	202.8	41.3		39.4	24.3	13.5	10.8	11.5	12.0%	32.6%
CWALT 2004-9T1	81.3	4.6		3.5	2.4	8.0	1.6	1.0	2.9%	16.9%
CWALT 2004-J10	40.5	7.4		4.3	3.4	1.9	1.4	6.0	8.3%	26.1%
CWALT 2004-J11	53.8	3.5		2.6	2.6	6.0	1.7	0.5	4.9%	26.8%
CWALT 2004-J12	57.4	6.4		1.9	4.0	1.8	2.1	0.5	%6'9	28.5%
CWALT 2004-J13	110.6	29.8		52.7	21.0	11.3	9.6	20.2	19.0%	38.0%
CWALT 2004-J2	6.6 6	8.0		0.7	0.3	0.2	0.1	0.3	2.9%	25.2%
CWALT 2004-J3	4.7	0.2		1.2	0.0	0.0	0.0	0.3	%2'0	4.7%
CWALT 2004-J5	9.96	24.2		31.4	15.5	9.3	6.2	9.3	16.1%	38.6%
CWALT 2004-J6	17.0	0.7		0.3	0.4	0.2	0.2	0.1	2.4%	22.5%
CWALT 2004-J7	84.6	23.1		39.3	13.3	8.3	5.0	13.2	15.7%	35.8%
CWALT 2004-J8	14.5	2.0		4.4	2.7	6.0	1.8	1.8	18.7%	47.3%
CWALT 2004-J9	122.0	35.2		41.8	21.6	12.2	9.4	14.3	17.7%	34.6%
CWALT 2005-10CB	496.5	47.5		26.7	46.5	19.3	27.2	6.6	9.4%	40.7%
CWALT 2005-11CB	515.3	57.2		30.6	57.4	24.2	33.3	11.1	11.1%	42.3%
CWALT 2005-14	293.8	143.7		94.2	91.4	64.3	27.1	39.7	31.1%	44.8%

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Total	Collateral	12.8	5.4	5.2	8.0	8.7	19.3	56.1	31.8	5.8		41.9	13.5	10.3	16.2	37.6	21.8	0.4	40.2	18.8	40.5	0.6	11.6	48.8	1.5	5.9	2.6	10.7	5.5	35.7	3.4	4.3	3.1	4.5	41.1	9.0	0.3	24.9	0.5	26.5	4.5	35.9	56.4	9.89	131.1
	Lignidated	26.0%	40.5%	22.3%	16.8%	22.2%	23.1%	35.1%	27.6%	28.8%	26.5%	32.8%	32.8%	21.3%	34.5%	36.1%	34.7%	49.1%	35.4%	34.5%	27.2%	17.5%	30.7%	33.2%	2.0%	30.2%	28.4%	28.2%	45.5%	29.1%	28.0%	21.0%	18.9%	27.4%	38.2%	52.5%	25.3%	29.7%	26.7%	33.7%	40.5%	34.2%		6.4	42.2%
sev/Freq	Portion < 180	7.2%	1.7%	2.1%	2.8%	4.6%	4.1%	8.2%	4.3%	3.5%	5.1%	%0.9	6.5%	5.2%	8.9	2.9%	4.8%	2.1%	6.1%	6.4%	9.5%	2.8%		7.4%		2.4%	2.0%	2.9%	2.1%		2.1%	4.3%	3.3%	4.2%	11.9%	1.0%	0.5%	8.6%	1.5%	8.1%	14.2%	10.8%	6.1%	7.3%	18.0%

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99.7 72.0 300.8 351.0 26.4 457.2 284.2 284.2 284.2 284.2 284.2 284.2 284.2 284.1 114.8 114.8 117.2 117.3 120.0 120.0 120.0 137.5 137.5 137.5 145.9 164.7	179.3 184.5 234.7 186.6 186.6 186.6 186.4 186.4 186.4 197.2 197.2 197.2 197.2 197.2 197.2 197.2 197.3
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43.4%	45.8%	51.2%	46.4%	36.7%	47.3%	46.0%	39.6% 47.4%	39.5%	49.3%	51.6%	%6.03	51.4%	48.6%	48.1%	43.3%	45.3%	52.9%	37.1%	37.0%	44.0%	41.4%	32.7%	32.1 % 12 5%	34.7%	37.7%	32.2%	31.5%	39.9%	51.4%	48.8%	41.4%	48.9%	20.0%	20.0%	38.5%	48.2%	53.2%	49.8%	49.2%	49.0%	46.4%	48.9%	48.3%	50.3%	41.1%	48.7%	37.1%	46.9%	49.2%
15.0%	30.1%	40.8%	16.4%	16.1%	15.0%	36.7%	21.5%	10.0%	24.8%	38.7%	20.5%	29.8%	18.4%	20.9%	10.9%	35.8%	44.2%	15.1%	70.4%	23.1.70	17.1%	10.1%	19.8%	11.5%	%8·6	12.9%	10.4%	13.6%	29.5%	26.4%	23.6%	24.3%	32.1%	25.1%	23.2%	20.2%	31.7%	22.1%	25.5%	21.3%	21.4%	27.9%	20.1%	23.2%	24.9%	28.9%	22.2%	21.9%	21.7%
6.6	11.5	57.5	7.1	11.6	2, 7, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5,	146.7	5. 15. 15. 33	8.7	68.2	26.1	16.8	82.6	34.1	35.1	5.7	108.6	38.5	10.2	0.0 0.0	5 1. 10 5. 0	ر ن خ	<u>†</u> «	7.0°	7.6. 0.0		7	6.0	3.2	54.2	33.7	22.1	25.0	26.5	13.7	29.3	47.5	45.1	16.6	52.1	28.5	13.4	21.8	8.8	22.2	45.3	54.9	26.3	31.4	16.0
24.6	10.2	35.2	17.3	17.6	20.8	91.6	90.4 57.55	24.7	8.69	23.7	20.4	65.8	62.9	61.7	15.5	23.0	15.7	22.7	9.0 7.0	7.0	0.00 0.00 0.00	7 7 7 6 8 0	Σ α Σ α	۰ ک ۲۰۰۰	7.4	9	8.4	4.7	44.9	42.7	29.9	33.1	25.5	20.9	26.8	86.3	37.0	31.2	59.8	51.5	32.3	24.8	16.7	30.7	45.0	69.4	28.9	51.2	39.0
17.3	12.3	63.9	4.4	16.5	14.2	1.00.1	92.0 14.6	17.8	72.4	45.1	20.5	6.77	53.1	50.5	13.5	46.4	41.6	16.4	4. 6	C. /2	23 6.0	2,4 2,0 6,0	5. 4.	- «	2 6	7.4	5.4	5.2	58.9	41.7	25.0	31.3	32.9	22.3	27.6	80.7	42.5	29.8	20.6	48.1	26.7	29.9	14.3	32.4	49.5	64.8	27.0	53.0	34.9
41.8	22.5	99.1	31.7	34.1	35.0	733.4	37.0	42.5	142.2	68.8	40.9	143.7	119.0	112.2	29.0	69.3	57.2	39.1	50.4 4. 4.		0.04	5.0	- 2 - 8 - 8	2 - 2 0 - 4 1 - 4 1 - 6	7.5	10.7	6	6.6	103.8	84.4	54.9	64.4	58.3	43.2	54.4 7.00	167.0	79.5	61.0	130.4	9.66	59.0	54.7	31.0	63.1	94.5	134.2	55.9	104.2	73.9
23.4	32.4	118.8	17.6	31.4	17.2	319.0	35.5	28.0	148.5	49.6	35.1	164.8	80.1	80.0	15.8	215.4	77.5	25.3	430.1	. OC	3.75 5.75		8. 8. 8. 8. 8.		. 4 . 0	. rc	3.8	8.5	116.1	68.2	62.2	55.6	54.8	30.6	6.4.9	105.8	94.2	35.4	108.2	62.7	32.5	48.3	20.4	47.3	118.5	122.6	65.7	68.9	36.7
239.6	47.8	117.7	161.7	167.4	203.6	325.9	433.9 141.3	378.5	426.0	90.3	158.9	330.4	537.7	430.6	235.4	91.3	50.8	214.4	203.5	1.70	106.4	150 4	78.6	107.0	69 4	67.9	75.1	60.2	236.8	233.8	172.4	200.7	116.0	127.4	163.1	661.2	171.0	216.7	368.5	370.4	218.5	134.7	124.5	207.4	258.7	331.2	179.0	363.5	270.1
39.7	26.9	124.9	31.1	44.9	30.1	544.5 7.07	30.7	44.9	146.7	87.4	40.3	151.5	109.3	105.0	31.3	102.3	78.6	44.1 1.0	46.2	0.0	19.5 8 0	4 C	30.8	30.00 19.5	2.7	14.5	14.2	13.1	114.6	85.4	60.3	64.0	65.7	44.6	71.6	165.5	80.0	59.8	143.6	98.1	57.6	61.1	29.6	64.3	120.5	133.0	72.8	113.1	71.0
279.4	74.7	242.7	192.7	212.3	233.7	5.0.2	392.4 172.0	423.4	572.7	177.7	199.2	481.9	647.0	535.6	266.7	193.6	129.4	258.6	0.647	140.0	127.7 273.8	27.5.0 8.47.7.8	109.3	126.5	76.8	82.4	89.3	73.3	351.4	319.3	232.7	264.7	181.6	172.1	234.7	826.7	251.0	276.4	512.0	468.5	276.2	195.8	154.2	271.7	379.2	464.2	251.8	476.5	341.1
CWALT 2005-70CB	CWALT 2005-71	CWALT 2005-72	CWALT 2005-73CB	CWALT 2005-74T1	CWALI 2005-75CB	CWALI 2005-76	CWALL 2003-7711 CWALT 2005-79CB	CWALT 2005-7CB	CWALT 2005-80CB	CWALT 2005-82	CWALT 2005-83CB	CWALT 2005-84	CWALT 2005-85CB	CWALT 2005-86CB	CWALT 2005-9CB	<b>CWALT 2005-AR1</b>	CWALT 2005-IM1	CWALT 2005-J10	CVVALI 2003-311	OVVALI 2003-312	CWALL 2003-313	CWALL 2003-314	CVVALT 2005-33	CWALI 2003-34	CWALT 2005-16	CWALT 2005-17	CWALT 2005-J8	CWALT 2005-J9	CWALT 2006-11CB	CWALT 2006-12CB	CWALT 2006-13T1	CWALT 2006-14CB	CWALT 2006-15CB	CWALT 2006-16CB	CWALT 2006-17T1	CWALT 2006-19CB	CWALT 2006-20CB	CWALT 2006-21CB	CWALT 2006-23CB	CWALT 2006-24CB	CWALT 2006-25CB	CWALT 2006-26CB	CWALT 2006-27CB	CWALT 2006-28CB	CWALT 2006-29T1	CWALT 2006-2CB	CWALT 2006-30T1	CWALT 2006-31CB	CWALT 2006-32CB

51.7 34.0 156.6 38.8 45.8 42.3 406.4 157.3	2002 2003 2004 2005	135.6 89.9
42.4% 48.4% 40.4% 37.0% 37.0% 45.0% 43.0%	4 6 6 9 8 8 8 8 8 9 8 9 8 9 8 9 9 8 9 9 9 9	
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47.6%	51.2%	47.1%	38.8%	51.3%	39.5% 48 ∩%	49.9%	49.3%	39.3%	49.9%	45.2%	35.3%	48.8%	20.8%	37.6%	39.7%	48.1%	20.0%	49.0%	45.4%	42.5%	44.0%	45.1%	47.4%	44.3%	42.2%	48.2%	49.3%	38.0%	55.5%	51.6%	20.5%	20.5%	49.9%	49.3%	49.9%	51.5%	50.9%	78.8%	53.8%	51.2%	50.8%	51.3%	49.8%	48.2%	54.2%	20.5%	50.4%	51.1%	51.0%	48.5%
24.2%	27.3%	23.6%	23.2%	26.3%	24.2% 23.0%	28.2%	24.2%	22.5%	26.9%	19.9%	19.2%	22.1%	28.1%	20.6%	20.4%	31.2%	32.9%	27.1%	25.0%	20.4%	%/.81	16.2%	18.1%	20.2%	24.0%	21.1%	35.4%	24.5%	43.0%	42.7%	42.5%	40.7%	41.1%	40.0%	40.9%	38.1%	45.7%	38.6%	44 7%	41.8%	43.4%	43.4%	42.2%	32.9%	41.0%	41.6%	42.1%	38.8%	40.8%	37.3%
21.7	9.4	25.9	34.4	46.0	07.5 27.3	, <del>1</del>	47.2	72.2	12.4	18.2	12.7	76.8	30.1	17.3	26.2	40.5	46.2	49.3	0.06	0.02 0.03	28.0	ب ن رو	6.7	15.6	26.6	4.9	29.5	27.9	89.4	289.1	131.1	95.8	89.4	133.0	157.9	46.8	132.6	2.7.4	21.9	89.3	119.1	61.3	107.8	156.5	130.9	178.1	129.7	94.0	96.3	118.5
43.3	19.5	46.7	55.7	8.1.8	50.00 80.00	23.8	64.2	7.07	32.1	36.0	17.5	140.8	34.7	19.9	31.0	31.7	31.5	57.9	00.0 0.0 10.0	6.21	36.6	9. ú	10.8	25.3	29.1	10.5	22.9	26.0	62.2	205.7	96.3	73.8	76.3	93.6	117.3	29.2	1.9.1	20.5	45.0	67.3	89.3	46.8	60.3	50.4	54.5	79.4	31.5	32.4	29.9	40.2
46.2	15.7	39.3	48.7	62.4	42.2 74.4	21.3	56.0	75.3	24.2	34.9	17.8	127.0	39.9	19.7	23.9	41.7	42.2	55.4	30.0	رد / ا د د او	55.3	10.7	10.2	26.9	27.1	9.6	39.8	34.2	141.4	426.4	185.2	141.6	150.5	197.3	242.2	63.2	23/./ 185.5	0.00	97.0	137.5	163.8	90.3	138.5	78.4	107.3	147.1	56.6	58.5	47.3	69.5
89.5	35.2	86.0	104.4	124.2	- 0. - 0. - 0.	45.1	120.2	146.1	56.3	70.8	35.3	267.8	74.6	39.6	54.9	73.4	73.7	113.3	1.0.0	0.07	9.1.9	20.1	21.0	52.2	56.2	20.2	62.7	60.3	203.6	632.1	281.5	215.3	226.8	290.9	359.5	92.4	357.1	79.1	141.9	204.7	253.1	137.1	198.8	128.8	161.9	226.5	88.1	6.06	77.2	109.8
48.9	20.7	29.7	0.06	95.2	0.90 0.00 4.00	28.8	7.76	166.5	25.3	45.8	35.2	172.6	67.0	45.0	68.0	101.3	91.5	115.4	107.7	90.4	8	16.3	15.9	34.3	61.7	4.4	9.09	64.6	189.3	585.4	249.7	192.7	175.4	272.3	312.9	96.2	3/5./	67.0	138.9	182.7	244.5	120.8	215.4	311.3	244.8	360.3	259.1	186.4	187.1	231.8
272.7	98.3	281.1	324.1	350.6	543.7	117.6	382.9	457.5	161.2	278.6	133.4	954.3	187.1	139.6	208.4	148.4	139.3	304.2	0.1.0	0.450 0.450	305.0	100.1	94.3	197.9	169.5	75.7	96.5	156.0	218.8	652.8	295.2	249.0	250.4	327.6	393.3	120.0	351.1 403.8	104.5	137.0	221.9	261.1	139.7	192.2	228.8	196.5	253.7	8.96	119.7	9.96	150.9
97.1	30.7	83.6	125.5	121.6	15.47	42.7	113.7	191.6	48.4	77.2	50.4	260.2	78.4	52.4	60.3	86.7	84.5	113.2	10.0	40.7	5.97 5.00	23.8	21.6	9.09	64.1	19.9	80.6	90.2	254.8	826.8	366.5	280.3	301.5	399.8	484.9	122.8	466.7 275.0	2007	180.3	268.4	322.2	176.0	278.3	162.5	198.1	291.3	112.4	114.4	92.8	143.2
369.8	129.0	364.7	449.6	472.2	322.1 698 5	160.3	496.6	649.2	209.6	355.7	183.7	1,214.5	265.5	192.1	268.8	235.1	223.8	417.4	400.0 0.004	105.0	584.3	123.9	115.8	258.5	233.6	92.6	177.1	246.1	473.6	1,479.7	661.7	529.3	551.9	727.3	878.2	242.7	01/.0	207.6	317.3	490.3	583.3	315.7	470.5	391.3	394.6	545.0	209.2	234.0	189.3	294.1
CWALT 2006-33CB	CWALT 2006-34	CWALT 2006-35CB	CWALT 2006-36T2	CWALI 2006-39CB	CWALI 2006-4011	CWALT 2006-42	CWALT 2006-43CB	CWALT 2006-45T1	CWALT 2006-46	CWALT 2006-4CB	CWALT 2006-5T2	CWALT 2006-6CB	CWALT 2006-7CB	CWALT 2006-8T1	CWALT 2006-9T1	CWALT 2006-HY10	CWALT 2006-HY11	CWALT 2006-HY12	CVVALI 2006-H 7 13	CVVALI ZUUG-HTS	CVVALI 2006-31	CWALI 2006-32	CWALT 2006-J3	CWALT 2006-J4	CWALT 2006-J5	CWALT 2006-J6	CWALT 2006-J7	CWALT 2006-J8	CWALT 2006-0A1	CWALT 2006-0A10	CWALT 2006-0A11	CWALT 2006-0A12	CWALT 2006-0A14	CWALT 2006-0A16	CWALT 2006-0A17	CWALT 2006-0A18	CWALI 2006-0AZ	CIVAL T 2006-0721	CWALT 2006-043	CWALT 2006-OA6	CWALT 2006-0A7	CWALT 2006-OA8	CWALT 2006-0A9	CWALT 2006-OC1	CWALT 2006-OC10	CWALT 2006-OC11	CWALT 2006-OC2	CWALT 2006-OC3	CWALT 2006-OC4	CWALT 2006-OC5

111.2 44.6 111.9 138.8 170.2 170.2 198.1 59.2 167.5 167.5 18.3	68.7 89.0 48.0 344.6 104.6 56.9 113.9 113.9 115.4 125.4 126.4 126.4 126.4 126.4 126.4 126.4 126.4 126.4 126.6	412.6 316.2 423.9 517.4 139.2 539.7 414.7 414.7 113.8 294.0 372.2 198.4 306.6 295.7 292.7 292.7 292.7 292.7 292.3 203.6
44.3% 45.7% 48.2% 48.3% 45.3% 48.3% 43.3%	49.1% 39.7% 44.5% 44.5% 40.0% 50.5% 42.7% 41.3% 41.3% 42.1% 42.1% 43.1% 43.1% 45.6% 43.1% 45.6% 43.1% 46.6%	52.5% 49.7% 51.0% 50.5% 48.6% 48.6% 52.2% 51.9% 50.7% 50.0% 50.0% 50.1% 50.1% 50.1% 51.5% 51.5%
15.9% 10.8% 17.2% 17.6% 16.7% 16.8% 15.9%	9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9	32.6% 29.6% 30.5% 24.3% 34.0% 32.6% 33.5% 31.4% 31.4% 31.5% 31.5% 31.5% 31.5% 31.5% 31.5% 31.5% 31.5% 31.5% 31.5% 31.5%

51.6%	51.1%	52.1%	48.2%	33.4%	39.3%	47.8%	34.5%	45.2%	44.4%	45.6%	36.8%	37.5%	41.9%	44.1%	35.4%	45.0%	35.7%	36.1%	44.9%	37.4%	47.0%	48.4%	20.6%	35.8%	47.6%	32.6%	49.0%	52.2%	42.8%	43.6%	41.6%	51.1%	48.5%	39.9%	42.3%	44.9%	48.8%	47.1%	48.9%	48.2%	48.8%	47.8%	49.0%	48.9%	47.9%	45.5%		%2'.26		19.2%
40.5%	40.3%	40.6%	37.4%	21.7%	22.0%	23.9%	23.0%	20.3%	16.2%	19.3%	20.9%	22.1%	21.4%	15.0%	19.4%	19.9%	25.9%	19.0%	21.0%	21.3%	20.1%	24.4%	24.8%	23.2%	20.6%	19.4%	47.2%	45.3%	24.5%	28.6%	30.7%	33.0%	30.7%	29.9%	26.5%	31.7%	40.7%	37.8%	38.9%	38.5%	39.6%	38.6%	38.7%	40.5%	37.3%	36.9%		35.7%	19.6%	3.4%
110.9	89.1	257.6	83.0	29.3	56.2	6.5	20.1	52.9	15.4	19.7	48.3	29.8	9.7	13.7	32.5	37.1	64.9	30.5	36.5	45.5	25.2	73.5	14.7	15.8	23.8	53.9	33.9	50.1	52.0	120.3	96.8	94.5	33.5	55.3	25.6	31.7	74.4	107.7	65.0	48.7	68.6	63.6	21.1	42.1	68.0	39.9		152.7	62.1	6.0
33.6	31.6	112.3	37.2	53.1	61.3	20.2	28.0	110.5	47.0	51.6	91.6	36.7	29.2	39.2	6.75	61.1	31.9	40.5	79.8	52.6	41.5	124.9	38.0	28.0	48.9	49.6	24.2	10.6	73.8	130.1	76.1	103.0	51.0	54.0	23.5	54.2	50.4	85.3	62.8	52.5	62.8	9.69	22.6	66.4	120.6	2.99		53.9	24.4	3.4
65.7	57.1	200.4	59.9	46.9 85.4	65.2	17.2	35.4	102.6	37.0	42.9	80.3	32.6	22.1	30.8	6.03	9.59	41.9	39.3	61.4	53.1	31.2	119.2	29.2	31.3	46.8	49.5	59.6	32.0	69.4	120.2	80.5	118.5	42.2	54.2	20.6	7.67	121.5	173.5	114.9	90.2	106.9	112.7	42.4	79.8	149.5	87.0		16.5		£.
99.2	88.7	312.8	97.1	100.0	126.5	37.4	63.4	213.1	84.0	94.5	171.9	69.3	51.4	70.0	108.7	126.7	73.8	79.8	141.2	105.7	72.7	244.1	67.1	59.3	92.6	99.2	83.8	42.6	143.2	250.3	156.6	221.4	93.2	108.2	44.1	133.9	171.9	258.8	177.7	142.7	169.7	172.3	65.0	146.1	270.0	153.8		70.3	24.4	4.7
208.5	163.6	489.3	168.6	58.4 7 77	139.3	14.5	50.8	114.1	36.6	45.6	129.4	75.7	19.4	30.9	77.8	78.6	141.7	68.4	81.8	109.0	52.1	154.1	31.9	36.3	48.3	131.4	65.0	0.96	149.0	293.2	218.6	180.1	64.6	127.7	29.7	60.3	143.9	219.7	130.0	97.0	140.4	121.9	39.8	87.7	139.8	88.4		206.1	65.1	5.2
118.0	108.7	385.0	135.4	365.0	409.2	120.5	173.4	822.5	435.4	395.4	604.4	226.2	187.4	398.2	415.3	490.9	167.4	312.4	536.1	355.4	296.0	754.2	213.5	167.7	365.2	360.1	25.7	32.8	423.3	600.3	316.9	439.2	216.2	225.7	117.4	244.9	173.2	317.0	221.9	183.6	209.5	211.1	81.2	197.3	411.4	225.3		180.4	124.9	129.7
127.2	111.6	385.0	124.3	95.7	166.1	36.0	102.6	227.0	83.3	94.1	218.1	87.0	52.8	6.69	143.8	145.8	117.2	108.9	136.7	141.7	66.4	246.1	9.75	87.4	98.3	151.9	121.6	61.2	162.0	275.8	193.6	232.0	87.0	136.0	48.6	177.6	248.9	368.2	234.9	187.3	218.9	235.5	9.98	163.2	311.9	191.3		16.9		6.8
245.2	220.4	6.697	259.7	460.7	575.3	156.5	276.0	1,049.5	518.8	489.5	822.5	313.2	240.2	468.1	559.1	636.7	284.6	421.2	672.8	497.2	362.4	1,000.3	271.1	255.1	463.5	512.0	177.4	94.0	585.4	876.1	510.4	671.3	303.2	361.7	166.1	422.5	422.1	685.3	456.9	370.9	428.4	446.6	167.8	360.5	723.2	416.6		197.3	124.9	136.4
CWALT 2006-OC6	CWALT 2006-OC7	CWALT 2006-OC8	CWALT 2006-OC9	CWALI 2007-10CB	CWALT 2007-12T1	CWALT 2007-13	CWALT 2007-14T2	CWALT 2007-16CB	CWALT 2007-17CB	CWALT 2007-18CB	CWALT 2007-19	CWALT 2007-1T1	CWALT 2007-20	CWALT 2007-21CB	CWALT 2007-22	CWALT 2007-23CB	CWALT 2007-24	CWALT 2007-25	CWALT 2007-2CB	CWALT 2007-3T1	CWALT 2007-4CB	CWALT 2007-5CB	CWALT 2007-6	CWALT 2007-7T2	CWALT 2007-8CB	CWALT 2007-9T1	CWALT 2007-AL1	CWALT 2007-HY2	CWALT 2007-HY3	CWALT 2007-HY4	CWALT 2007-HY6	CWALT 2007-HY7C	CWALT 2007-HY8C	CWALT 2007-HY9	CWALT 2007-J2	CWALT 2007-0A11	CWALT 2007-0A2	CWALT 2007-0A3	CWALT 2007-0A4	CWALT 2007-OA6	CWALT 2007-OA7	CWALT 2007-OA8	CWALT 2007-OA9	CWALT 2007-OH1	CWALT 2007-OH2	CWALT 2007-OH3	CWHEL	CWHEL 2006-A	CWHEL 2007-G	CWHL 2004-11

30.1%	19.0%	25.3%	30.9%	32.0%	23.7%	29.4%		38.9%	19.5%	24.2%	43.7%	25.7%	41.2%	43.2%	18.1%	16.0%	16.8%	25.3%		30.5%	25.9%	26.8%	33.4%	30.9%	26.8%	31.5%	27.2%	25.6%	39.4%	4.2%	12.6%	13.5%	3.4%	11.2%	22.9%	41.0% %4.4%	43.1%	26.5%	27.1%	35.3%	32.9%	26.2%	25.7%	42.2%	31.4%	28.4%	30.9%	28.3%	32.4%	24.3%	31.1%
11.0%	2.5%	5.8%	10.7%	13.2%	2.0%	5.3%		16.5%	4.1%	8.8%	20.8%	2.8%	23.6%	20.5%	1.4%	2.1%	4.5%	2.6%		%0.9	7.2%	7.0%	12.1%	11.9%	9.2%	12.6%	9.2%	3.0%	4.7%	0.4%	1.7%	%9.0	0.8%	3.1% 90.1	5.6%	6.1%	25.7%	6.3%	7.1%	%6.6	7.6%	8.4%	8.6%	26.1%	%0.6	9.2%	15.8%	13.1%	8.7%	7.7%	%0.6
47.3	1.1	<del>د</del> .	4.5	9.4	0.3	0.1		8.6	4.1	6.3	0.9	2.0	41.5	20.2	9.0	4.0	1.3	4.1	1	0.3	6.0	1.0	13.2	8.1	5.8	5.1	10.6	0.3	1	, (	0.3	(0.0)	0.0	0.3	0. % 8. 4	- 23.1	29.7	7.1	2.7	1.7	4.3	8.3	3.2	32.0	2.8	10.9	21.0	5.7	6.4	4.2	4 4.
31.8	3.5	3.4	2.8	4.6	2.1	1.7		5.4	2.4	6.9	4.2	3.1	32.6	15.3	0.1	2.8	1.2	4.0	i	4.0	1.2	2.2	11.1	7.4	7.0	5.6	ω. Θ.	0.2	0.3	0.1	0.5	0.0	0.7	7.5	2.0	1.17 a.r.	. 6 . 6	18.5	7.7	9.9	8.9	18.6	12.2	22.0	13.3	34.5	26.9	17.3	10.4	14.8	15.8
41.6	2.4	3.0	3.6	6.6	1.5	2.5		11.2	1.8	8.0	7.5	2.5	72.1	27.3	0.2	2.0	1.2	5.9	1	0.5	1.5	3.2	12.5	7.0	5.4	7.3	9.6	0.5	0.5	0.0	0.4	0.4	0.1	ກ ເ	ე. ე. გ	4. σ	5 44	6.7	5.3	4.3	6.9	8.9	9.7	46.9	6.5	16.0	19.6	6.7	6.9	6.1	න <sub>.</sub> න
73.4	5.9	6.4	6.4	14.5	3.6	4.3		16.6	4.1	14.9	11.7	5.5	104.7	42.6	0.3	4.8	2.4	10.0	1	6.0	2.6	5.4	23.5	14.4	12.4	12.8	18.4	0.7	6.0	0.2	8.0	0.2	. O. 4	ບ. ເ	2. 2. C. 6.	01.0	63.5	28.2	12.9	10.9	15.8	27.5	19.8	0.69	19.8	50.5	46.6	24.1	17.3	20.9	25.6
152.7	8.0	5.6	13.7	26.0	2.5	1.6		29.5	5.3	23.4	14.7	7.9	112.1	54.7	3.0	2.9	4.4	14.7	1	0.7	4.3	6.2	37.2	29.6	21.3	16.3	33.2	6.0	ı	, (	9.0	0.3	4.0	D	4.1	0.00	75.0	21.7	10.7	7.2	13.9	25.7	12.0	78.4	8.7	37.4	63.9	17.6	14.3	13.6	4.4 4.
530.6	227.6	98.9	48.2	78.6	64.9	72.5		71.9	91.9	135.5	39.1	86.3	268.7	144.6	19.7	215.2	46.1	155.3	•	13.6	30.9	65.7	156.5	98.7	114.8	79.2	165.5	23.0	16.9	40.2	47.1	28.5	36.1	44.6	55.9 6.75.9	142.1 116.5	144.0	410.7	161.6	98.3	186.1	293.0	200.2	152.6	198.8	494.9	230.7	160.6	176.4	245.7	252.0
138.4	12.7	11.8	11.5	31.1	6.3	8.6		28.7	0.6	33.0	17.2	9.6	175.3	63.1	0.8	12.7	7.1	23.4	•	1.6	5.6	11.8	37.4	22.6	20.3	23.1	35.2	2.1	4.	1.0	2.8	0.0	2.7	2.7	6.5 6.5	90.0	103.5	36.6	19.5	12.2	21.0	33.8	29.5	111.2	20.8	56.3	63.5	23.7	21.4	25.2	31.5
0.699	240.3	110.6	26.7	109.7	71.2	81.1		100.6	100.9	168.4	56.3	0.96	444.0	207.7	20.5	227.8	53.2	178.7	•	15.1	36.5	77.5	193.8	121.3	135.1	102.3	200.8	25.0	18.3	41.2	49.9	29.4	38.7	2.74	62.4	423.9	247.5	447.3	181.1	110.4	207.1	326.8	229.7	263.9	219.6	551.1	294.2	184.4	197.7	270.9	283.5
CWHL 2004-12	CWHL 2004-13	CWHL 2004-14	CWHL 2004-15	CWHL 2004-16	CWHL 2004-18	CWHL 2004-19	CWHL 2004-2	CWHL 2004-20	CWHL 2004-21	CWHL 2004-22	CWHL 2004-23	CWHL 2004-24	CWHL 2004-25	CWHL 2004-29	CWHL 2004-3	CWHL 2004-5	CWHL 2004-6	CWHL 2004-7	CWHL 2004-HYB1	CWHL 2004-HYB2	CWHL 2004-HYB3	CWHL 2004-HYB4	CWHL 2004-HYB5	CWHL 2004-HYB6	CWHL 2004-HYB7	CWHL 2004-HYB8	CWHL 2004-HYB9	CWHL 2004-J2	CWHL 2004-J3	CWHL 2004-J4	CWHL 2004-J5	CWHL 2004-J6	CWHL 2004-J7	CWHL 2004-J8	CWHL 2004-J9	CVV HL 2003-1	CWHI 2005-11	CWHL 2005-12	CWHL 2005-13	CWHL 2005-14	CWHL 2005-16	CWHL 2005-17	CWHL 2005-18	CWHL 2005-2	CWHL 2005-20	CWHL 2005-21	CWHL 2005-22	CWHL 2005-23	CWHL 2005-25	CWHL 2005-26	CWHL 2005-27

120.7 7.0 7.7 10.9 23.9 3.9	26.4 5.5 21.1 7.7 7.5 7.5 62.7 62.7 62.7 62.7 1.4		0.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1	0.00
31.0% 14.0% 23.2% 32.6% 36.0% 13.8% 6.2%	33.2% 25.8% 26.8% 40.7% 24.8% 37.1% 36.8% 14.2% 29.2% 9.7%	38.2% 20.1% 15.9% 35.3% 27.2% 27.0% 31.5% 33.8%	47.9% -3.6% 7.9% 15.5% 38.0% 32.1% 32.5% 30.6% 30.6% 31.9% 32.9% 32.9% 32.9% 32.9% 32.9% 30.9% 30.9%	30.05
0.0	7.5% 2.6% 5.1% 10.7% 12.1% 10.6% 1.3% 2.6%	3.1% 3.4% 3.4% 7.1% 7.5% 7.0% 7.0% 7.0% 0.3%	% % % % % % % % % % % % % % % % % % %	0.5%

30.5% 30.3% 46.7% 24.2% 33.0% 47.3% 43.7% 39.8% 36.1%	31.7% 31.5% 34.2% 37.9% 40.9% 47.8%	13.7% 13.7% 24.9% 35.1% 31.3% 17.1% 33.8% 34.9% 37.9%	33.6% 33.6% 35.2% 32.1% 30.7% 23.9% 28.3% 30.6% 30.6%	28.3% 34.6% 34.6% 38.3% 40.4% 41.1% 37.0%	32.2% 37.1% 41.6% 56.6% 54.0% 14.6% 30.1% 31.3%
9.7% 12.8% 28.7% 8.3% 17.7% 27.0% 25.0%	13.2% 14.8% 18.2% 16.2% 17.7% 20.4% 19.9%	20 20 20 20 20 20 20 20 20 20 20 20 20 2	1.3.5% 1.3.5% 12.7% 10.7% 11.9% 44.8%	10.6% 13.6% 23.6% 23.0% 29.5% 24.7%	1.1.7% 5.4% 15.4% 43.4% 12.7% 13.7% 13.6%
4. 4. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6.	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	2. 1. 2. 2. 3. 3. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4.	9.3 6.7 7.0 10.2 7.2 17.6 19.9 87.0	2 6 6 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2	2.8.8 2.4.4.4 1.6.4 1.6.1 1.6.1
4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4	9.1 0.21 0.24.0 0.4.4 1.4.4 1.7.7 0.4.4 1.6.4 1.	44.0 10.2 10.2 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3	200 200 13.4 13.6 10.0 10.0 10.0 10.0 10.0 10.0 10.0 10	25.0 25.0 25.0 25.0 25.0 25.0 25.0 25.0	2.6. 8. 6. 1. 4. 4. 7. 8. 8. 8. 8. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9.
8. 7. 7. 8. 66. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6	9.6 16.0 25.8 37.3 52.7 52.7 54.5	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	2.25 9.0 12.1 12.2 2.2 2.3 1.6 4.3	7.7 11.1 66.4 57.3 54.0 28.4 31.3 7.3 8.1	4.2 1.7 12.5 106.1 179.3 71.6 19.2 20.8 34.7
22.4 24.1 100.6 24.3 55.7 42.0 105.1 105.1	8.81 8.00 8.00 8.00 8.00 8.00 8.00 8.00	20.2 21.9 16.2 5.0 25.7 47.8 47.2	33.2 22.3 22.3 25.5 33.4 28.5 79.4 67.5 156.7	25.6 52.5 28.5 177.7 107.4 53.9 57.2	26.5 5.7 28.8 147.4 253.9 86.9 86.9 55.7 57.7
13.8 14.7 14.7 104.0 104.0 104.0 106	30.7 38.2 88.9 63.7 15.3 159.8 62.3 8.6	20.1 1.7.1 20.5 43.8 35.0 32.7	27.3 27.3 28.1 28.1 28.1 29.2 29.2 20.1 20.1 20.1 20.1 20.1 20.1 20.1 20	24.9 40.6 30.1 220.3 107.1 14.4 113.3 113.3	250 250 250 250 250 250 250 250 250 250
205.9 163.8 207.3 264.0 254.1 116.0 230.9 279.1	112.0 159.1 198.4 274.5 344.1 282.5 210.9	27-12 258-4 173-2 162-9 259-9 276-6 291-7	189.7 139.7 154.2 410.6 227.3 231.9 591.5 523.5 487.5	207.0 358.0 177.3 324.5 199.7 328.4 113.4	7.52.7 70.1 99.3 157.0 130.5 252.8 111.7 374.2 333.8 530.0
26.3 24.5 142.6 30.4 61.6 62.2 158.4 140.9 45.0	30.4 50.7 75.4 71.9 100.7 128.8 68.2	27.72 3.6.4 17.3 6.1 15.1 55.3 69.9	38.55 25.7.7.7.7.7.7.7.7.7.7.3.6 39.0.4.0 34.0 73.6 73.6 212.4	34.4 32.0 32.0 173.2 133.6 69.1 85.1	24.7 4.7 29.9 187.6 331.7 160.5 63.6 66.6
232.2 188.3 349.9 294.4 315.6 178.2 389.3 420.0	142.4 209.8 273.8 346.4 444.8 279.1 498.4	23.6 294.8 190.5 54.0 177.9 302.7 341.6	228.2 164.7 181.4 466.8 266.8 265.9 677.0 597.1 560.9 349.5	241.4 413.5 209.3 497.8 290.4 462.0 182.5 231.9	83.3 104.0 186.9 318.1 584.5 272.1 437.8 627.8
CWHL 2005-28 CWHL 2005-29 CWHL 2005-3 CWHL 2005-30 CWHL 2005-31 CWHL 2005-7 CWHL 2005-9 CWHL 2005-9 CWHL 2005-HY10 CWHL 2005-HY10	CWHL 2005-HYB2 CWHL 2005-HYB3 CWHL 2005-HYB4 CWHL 2005-HYB5 CWHL 2005-HYB6 CWHL 2005-HYB6 CWHL 2005-HYB7 CWHL 2005-HYB7	CWHL 2005-31 CWHL 2005-32 CWHL 2005-32 CWHL 2005-34 CWHL 2006-14 CWHL 2006-10 CWHL 2006-11 CWHL 2006-11	CWHL 2006-13 CWHL 2006-14 CWHL 2006-15 CWHL 2006-16 CWHL 2006-17 CWHL 2006-19 CWHL 2006-20 CWHL 2006-21 CWHL 2006-3	CWHL 2006-6 CWHL 2006-8 CWHL 2006-9 CWHL 2006-HYB1 CWHL 2006-HYB3 CWHL 2006-HYB4 CWHL 2006-HYB4 CWHL 2006-HYB5	CWHL 2006-J2 CWHL 2006-J3 CWHL 2006-J4 CWHL 2006-J4 CWHL 2006-DA5 CWHL 2006-TM1 CWHL 2007-1 CWHL 2007-1

27.0 29.0 140.1 31.8 79.4 62.1 149.1 181.1 38.6 28.3		103.4 71.8 73.7 107.3
33.6% 33.6% 41.5% 32.9% 35.6% 36.8% 42.0% 43.7% 36.0%	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	27.6% 34.1% 35.4% 37.2%
7.0% 16.2% 16.4% 13.6% 10.8% 17.5% 10.1% 10.1%	6 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	13.8% 9.8% 11.0% 9.5%

32.4%	32.1%	24.0%	33.9%	31.6%	32.7%	28.0%	31.4%	31.5%	34.5%	33.7%	29.8%	32.6%	31.9%	33.3%	33.0%	29.4%	28.1%	35.2%	32.6%	35.0%	33.8%	34.7%	40.6%	45.5%	43.4%	38.9%	39.8%	43.0%	43.2%			51.7%	44.5%	47.6%	44.5%	47.8%	44.5%	46.4%	48.4%	28.6%		62.1%	48.6%	49.9%	44.9%	45.3%	88.7%	50.4%	53.4%	46.4%	26.5%	51.4%
8.8%	11.2%	7.8%	13.2%	11.9%	12.1%	13.0%	13.3%	12.4%	10.0%	%8.6	12.6%	14.7%	12.4%	12.9%	11.4%	12.9%	8.9%	19.7%	16.5%	19.4%	18.3%	20.1%	21.2%	31.7%	29.7%	19.7%	19.8%	18.9%	9.4%			36.6%	30.5%	23.1%	20.9%	27.1%	21.6%	20.3%	27.3%	47.9%		16.0%	20.3%	26.4%	23.1%	21.0%	9.5%	32.2%	16.5%	21.9%	44.4%	37.0%
2.2	10.6	6.4	20.9	14.9	17.1	7.3	9.4	10.4	6.9	10.5	21.3	25.6	13.7	17.4	11.3	26.1	8.4	14.9	16.5	26.2	14.3	58.4	34.9	71.2	67.1	15.3	24.8	5.6	0.7		0.0	23.6	18.1	6.5	29.6	31.3	74.2	89.4	57.4	43.5	0.0	5.6	14.9	17.1	7.2	9.9	5.1	0.3	1.2	2.9	64.4	46.0
15.4	24.1	26.1	50.1	30.8	38.5	19.6	22.0	23.5	9.3	22.9	59.7	58.5	43.0	35.0	39.1	42.2	26.0	25.1	40.0	44.5	24.8	87.5	33.2	48.2	49.4	13.4	25.3	14.7	3.8			12.9	12.7	3.0	16.2	13.1	43.1	59.6	35.9	21.2		1.1	8.1	8.2	3.9	4.2	4.7	0.1	0.7	8.0	42.9	26.2
7.7	12.8	8.1	32.1	20.9	20.4	0.6	14.9	13.3	8.5	21.9	29.7	38.5	20.8	23.6	15.0	25.0	11.8	19.7	19.6	24.6	15.7	63.1	36.7	58.9	58.5	15.6	24.3	11.6	3.8			26.3	21.9	8.0	27.8	22.5	69.5	90.5	64.5	58.7		0.3	15.0	15.0	6.3	5.8	0.5	0.1	2.3	2.1	17.2	51.8
23.1	36.9	34.2	82.2	51.8	58.9	28.6	36.8	36.8	17.8	44.8	89.3	97.0	63.8	58.6	54.1	67.2	37.7	44.9	59.5	69.1	40.5	150.5	70.0	107.1	107.8	29.0	49.6	26.3	7.5			39.2	34.6	11.1	44.0	35.6	112.6	150.2	100.4	79.8		1.3	23.1	23.2	10.2	10.0	5.1	0.2	3.0	2.9	60.2	78.1
9.0	28.0	21.0	58.2	40.5	44.5	21.1	27.6	27.8	16.1	25.8	60.3	67.3	40.6	45.4	30.1	9.99	22.2	41.6	45.6	72.9	36.3	146.3	73.4	156.1	141.9	37.7	55.8	13.3	3.1		0.4	57.8	46.1	22.2	76.3	79.4	200.9	240.3	151.7	132.6	0.1	11.2	33.0	39.9	16.2	14.4	6.6 6	8.0	4.7	6.4	116.5	111.6
239.3	289.0	404.1	526.9	368.5	425.7	188.1	230.4	254.4	153.7	394.2	611.3	542.2	449.5	383.1	427.3	435.0	380.7	171.8	301.1	286.6	174.7	567.4	238.7	208.7	228.9	106.9	189.7	112.2	71.4			26.0	64.5	30.9	148.2	84.4	365.8	543.1	234.9	9.99		8.0	82.9	57.7	30.3	34.7	53.2	0.3	13.9	9.8	104.9	110.1
23.7	40.0	33.8	94.7	66.1	62.3	32.1	47.3	42.3	24.6	64.8	99.5	118.0	65.2	70.7	45.4	85.0	41.7	56.1	0.09	70.4	46.5	181.8	90.5	129.5	134.6	40.1	61.0	27.0	8.7			50.9	49.1	16.9	62.5	47.0	156.1	195.2	133.2	100.1		4.0	30.9	30.0	14.1	12.8	0.5	0.2	4.3	4.6	30.5	100.9
263.0	329.0	437.9	621.5	434.6	488.0	220.2	277.7	296.6	178.2	459.0	710.8	660.2	514.7	453.8	472.7	520.0	422.4	227.9	361.1	357.0	221.2	749.2	329.2	338.1	363.5	147.0	250.7	139.1	80.0		•	106.8	113.6	47.8	210.7	131.5	521.9	738.3	368.1	166.8	•	8.4	113.8	87.7	44.3	47.5	53.7	9.0	18.2	13.3	135.4	211.0
CWHL 2007-12	CWHL 2007-13	CWHL 2007-14	CWHL 2007-15	CWHL 2007-16	CWHL 2007-17	CWHL 2007-18	CWHL 2007-19	CWHL 2007-2	CWHL 2007-20	CWHL 2007-21	CWHL 2007-3	CWHL 2007-4	CWHL 2007-5	CWHL 2007-6	CWHL 2007-7	CWHL 2007-8	CWHL 2007-9	CWHL 2007-HY1	CWHL 2007-HY3	CWHL 2007-HY4	CWHL 2007-HY5	CWHL 2007-HY6	CWHL 2007-HY7	CWHL 2007-HYB1	CWHL 2007-HYB2	CWHL 2007-J1	CWHL 2007-J2	CWHL 2007-J3	CWHL 2008-1	CWL	CWL 2004-1	CWL 2004-11	CWL 2004-14	CWL 2004-2	CWL 2004-3	CWL 2004-4	CWL 2004-5	CWL 2004-6	CWL 2004-7	CWL 2004-AB2	CWL 2004-BC2	CWL 2004-BC3	CWL 2004-BC4	CWL 2004-BC5	CWL 2004-ECC1	CWL 2004-ECC2	CWL 2004-S1	CWL 2004-SD2	CWL 2004-SD3	CWL 2004-SD4	CWL 2005-10	CWL 2005-2

25.3 47.5	40.6 103.1	.99	76.0	36.0	47.2	24.7	55	110.6	77.5	76.0	65.3	93.4	46.2	0.90.0	95.3	54.8	208.9	104.9	178.3	174.9	6.44 6.43		0 - 0 0 - 0			62.8	52.6	17.6	66.9 66.9	86	33	157.8	123.3	9 6	37.9	40.3	17.5	16.6	0	0.5		5.8	24	124.1
24.6% 37.8%	30.2% 36.0%	36.7%	38.4%	34.8%	37.5%	42.9%	40.5%	35.2%	33.7%	38.3%	37.4%	39.2%	38.0%	35.0%	35.9%	39.3%	39.9%	47.6%	45.6%	47.3%		<del>1</del> ←	23.7%	o i	9.5%	ø.	39.2%	29.5%	39.4%	36.9%	37.2%	37.8%	32.8% 38.0%	49.6%	45.1%	42 9%	44.7%	45.9%	51.3%	43.3%	25.2%	45.2%	55.2%	41.2%
6.4% 8.3%	6.5% 9.5%	8.4%	9.1%	10.4%	9.5% 8.2%	6.1%	5.8%	%8.0	%9.01 %9.66	9.1%	9.1%	9.7%	6.8%	14.6%	15.5%	14.2%	15.4%	13.9%	23.1%	21.6%	12.5%	13.3%	.5. 7.8%	0.0%		ന	19.7%	%8.0 %8.0 %0.0	10.9% 15.5%	11.8%	11.0%	15.3%	31.8%	13.5%	%2.6	14.2%	13.0%	12.1%	8.8%	21.0%	5.2%	8.8%	40.9%	23.9%

32.5 38.1% 50.8% 98.7 47.9% 58.0%	46.2%	51.2%	53.7%	50.2%	51.6%	31.2%	30.8%	34.9%	38.9%	39.9%	31.0%	39.4%	49.2%	28.8%	42.5%	40.5%	47.6%	58.5%	20.9%	51.5%	52.2%	52.9%	55.3%	47.2%	52.7%	52.4%	52.0%	47.6%	30.0% 18.3%	48.9% %0.9%	53.4%	51.0%	47.0%	59.7%	47.8%	53.4%	52.0%	52.9%	56.1%	48.4%	60.1%	52.2%	%6.16		56.3%
54.6																																													
41.6	12.2	78.5	83.6	193.1	101.3	3.2	18.3	29.9	36.0	71.0	35.5	34.6	87.5	F.4.	o «	23.4	90.1	220.4	264.8	91.1	192.6	321.6	188.0	96.4	216.8	299.8	342.4	166.4	7.00 200.7	237.9	172.5	340.4	20.8	67.3	49.4	74.0	80.5	93.0	144.3	51.2	15.5	18.3	57.7	27.2	1 2
58.9 171.8	39.4 154.5	104.3	114.6	93.6 969.6	144.3	89.	25.9	42.6	50.9	102.1	55.4	52.3	116.8	1.0	12.0	78.5	137.3	296.9	392.2	130.0	270.1	459.8	265.8	144.2	303.3	429.0	491.4	244.2	143.1	344.7	242.4	485.5	72.9	85.1	68.7	2.66	113.2	124.9	196.7	8.4.8	19.3 5.65	73.5 77.5	U: /4	34.8	
74.2 213.5	103.3	161.1	153.3	- ተተ. ማ ተ. ታ.	169.3	37.5	45.2	63.1	9.69	118.3	138.2	132.0	300.7	12.2	20.5	137.5	104.8	317.6	290.2	97.8	192.0	318.3	200.1	153.7	175.4	257.8	283.3	2/1.8	17.7	322.1	231.2	391.7	134.0	117.5	89.3	131.0	122.0	115.1	176.1	195.0	26.9	φ. Σ. ο	02.0	48.2	1 7
72.4 156.5	63.3	77.3	82.3	243.1	126.9	21.1	20.7	64.6	9.99	133.8	102.4	63.6	88.3	11.2	0.07	151.9	145.6	177.2	360.8	113.0	219.1	368.7	194.5	150.2	237.3	349.9	8.704	246.5	137.7	324.7	191.5	431.8	116.8	46.3	63.1	73.7	92.6	90.4	137.2	65.6 6.0	, , , ,	17.7	5.55	19.2	7.70
82.0 202.2	22.0	126.6	131.3	293.8	152.9	7.1	33.6	27.7	64.2	122.3	76.6	69.3	149.3	- u ∞ o	5.5	42.0	142.9	330.1	409.5	139.4	298.4	501.0	286.5	155.3	338.0	469.4	536.5	266.6	150.1	379.9	262.3	521.1	38.2	96.1	80.7	112.9	125.2	145.9	213.5	88.6	23.4	27.3	- 1	42.7	
154.4 358.7	85.3 390.8	203.8	213.6	536.9	279.8	28.2	84.3	122.3	130.8	256.1	179.0	132.9	237.6	2. 0 2. 0	2.80	193.8	288.5	507.3	770.3	252.3	517.6	869.7	481.0	305.4	575.3	819.3	944.2	513.1	296.7	704.6	453.8	952.9	155.0	142.5	143.8	186.6	217.8	236.3	350.6	154.5	32.2	40. - c	82.5	200	2 C
CWL 2005-5 CWL 2005-6	CWL 2005-8	CWL 2005-8	CWL 2005-AB2	CVVL 2005-AB3	CWL 2005-AB5	CWL 2005-BC1	CWL 2005-BC2	CWL 2005-BC3	CWL 2005-BC4	CWL 2005-BC5	CWL 2005-IM1	CWL 2005-IM2	CWL 2005-IM3	CWL 2005-SD1	CVVE 2003-3D2 CVVI 2005-3D3	CWL 2006-1	CWL 2006-10	CWL 2006-12	CWL 2006-14	CWL 2006-16	CWL 2006-17	CWL 2006-18	CWL 2006-19	CWL 2006-2	CWL 2006-20	CWL 2006-24	CWL 2006-25	CVVL 2006-3	CVVL 2008-4	CWL 2006-6	CWL 2006-7	CWL 2006-8	CWL 2006-9	CWL 2006-ABC1	CWL 2006-BC1	CWL 2006-BC2	CWL 2006-BC3	CWL 2006-BC4	CWL 2006-BC5	CWL 2006-IM1	CWL 2006-QH1	CVVL 2006-SD1	CVVL 2006-5DZ	CWL 2006-SD3	700000000000000000000000000000000000000

Confidential

91.4	270.4	98.9	236.1	165.8	177.4	153.9	428.8	226.0	25.5	47.9	8.69	83.4	160.3	110.3	108.5	254.3	10.1	12.5	22.8	195.4	476.7	555.8	186.6	383.3	645.2	378.3	225.2	392.9	567.6	644.9	383.0	189.1	217.7	379.7	710.6	156.0	145.6	115.4	1,000	102.0	000.0	1.88.1	500.4	32.3 10.5	0.04 0.05 0.05	2 - 5	/.6C	142 6	267.1	
ďΩ	46.2%	27.6%	46.6%	38.2%	40.9%	40.1%	45.3%	48.3%	44.5%	48.7%	43.0%	46.6%	49.2%	39.7%	42.5%	45.7%	37.3%	41.0%	51.9%	55.5%	56.6%	56.4%	94.62	29.0%	58.3%	56.2%	52.7%	51.1%	53.8%	52.4%	51.1%	57.0%	52.2%	59.5%	57.4%	62.0%	51.5%	52.3%	04.1%	20.4%	80.00	30.2% 47.0%	70.70	40.2%	50.7%	22.0 %	58.7%		103.1%	
23.8%	34.9%	42.9%	26.2%	33.5%	37.6%	40.3%	31.5%	33.9%	26.6%	15.1%	19.8%	22.5%	23.2%	19.4%	27.9%	33.2%	12.7%	17.8%	24.8%	32.4%	43.1%	35.3%	34.4%	35.3%	37.5%	40.0%	31.8%	36.4%	36.9%	36.5%	31.6%	36.6%	31.8%	36.5%	33.6%	44.6%	38.3%	30.5%	80.40 80.40 80.40	33.4%	80.00	36.2%	72.7%	45.7%	29.6% 20.5%	20.0%	39.5% 42.6%	38.5%	39.1%	

59.4% 61.1% 60.8% 65.2% 63.1% 60.8% 61.2%	63.8% 67.4% 63.8% 63.3% 60.6% 61.4%	28.8% 40.7% 41.2% 32.0% 45.8% 49.3% 51.0%	33.1% 31.4% 50.6% 47.4% 42.5% 47.0% 15.4% 17.5% 27.5% 27.5% 27.5% 24.9%	48.6% 50.0% 51.3% 51.9% 53.3% 53.3% 60.3% 60.3%
46.4% 47.7% 47.1% 57.6% 55.8% 53.4% 48.6% 47.3%	49.2% 54.1% 52.2% 54.8% 51.5% 54.0%	9.4% 9.4% 9.8% 11.9% 14.4% 38.7% 39.5%	8.5% 41.7% 20.0% 25.7% 34.7% 1.8% 1.8% 8.3% 8.3%	29.9% 34.1% 33.4% 34.1% 29.9% 45.9% 38.9% 43.1% 44.0%
60.9 46.0 85.6 86.5 73.2 93.3 73.3 73.4 73.4	58.0 77.3 61.3 53.0 21.0 23.0	0.1 6.3 6.3 7.2 8.9 0.0	3.6 12.9.8 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0	7.4.7 67.4.4 66.4.4 66.1.6 61.0 61.0 61.0 61.0 61.0 61.0 61
120.5 95.2 172.6 80.7 136.3 105.0 150.0 136.2	38.4 59.5 63.7 21.0 13.1	2.2 20.1 11.4 6.3 21.1 75.2 81.0	8.8 1.1.9 9.0.7 1.0.0 1.	48.1 4.6 4.6 4.6 4.0 4.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1
210.7 175.8 333.2 190.0 291.9 240.5 229.7 286.2 268.9	99.9 152.2 134.4 82.0 49.7 50.7	1.6 12.0 7.1 8.0 17.4 144.1	5, 7 1, 10 1, 10 1	85.6 88.6 81.9 75.0 75.0 33.6 33.6 165.6 105.6 200.0 91.4 46.3
331.1 271.0 505.9 270.7 428.3 345.6 355.7 405.1	138.3 211.7 198.2 102.9 62.8	3.9 32.1 18.5 14.3 38.6 219.3 198.3	22.6 289.4 85.7 85.7 92.7 121.9 1.9 2.2 2.2 4.6 6.6 23.4 23.4	133.7 133.2 127.2 114.2 33.2 55.0 250.4 307.1 133.0 323.7 336.6
107.9 81.9 81.9 141.5 157.2 230.6 163.9 157.0 131.9	98.7 125.5 99.5 97.2 36.4 44.0	5.0 15.9 8.3 17.7 25.0 279.4 180.3	9.5 17.7 241.7 39.0 39.0 90.3 91.1 4.6 7.5 7.7 7.5 7.7 7.5 7.7	189.9 166.0 137.0 126.6 37.7 77.1 130.0 270.3 233.3 120.8 303.4 289.8 41.2
358.2 280.5 525.2 178.3 310.2 265.6 354.6 436.8 409.3	124.6 165.6 169.0 58.4 39.9 32.7	35.6 311.1 171.7 95.4 230.1 274.8 271.6	168.8 209.7 304.2 350.4 235.3 191.1 77.5 125.1 128.7 167.1 499.3 144.9	270.4 213.0 223.2 190.8 52.9 103.1 51.9 348.4 447.4 447.4 447.4 155.6 386.1 390.4
354.8 287.7 547.7 291.3 457.1 381.4 377.8 467.3	156.7 225.8 210.6 129.4 82.1 82.6	5.7 29.6 17.3 25.0 38.1 292.1 230.1	22.2 38.65 38.65 7.8.1 160.0 1.00 1.00 1.00 1.00 1.00 1.00 1	176.0 177.2 158.1 146.4 44.5 68.3 67.8 340.8 342.2 151.7 76.7
713.0 568.3 1,072.9 469.6 767.3 647.0 732.4 904.1	281.3 391.5 379.6 187.8 122.0	41.4 340.7 189.0 120.5 268.2 566.9 501.7	191.0 246.2 693.7 428.5 361.2 351.6 83.2 133.2 301.2 131.9 157.1	446.3 390.2 381.3 337.1 97.5 171.4 119.7 659.2 789.6 307.2 765.3 174.6
CWL 2007-10 CWL 2007-11 CWL 2007-3 CWL 2007-5 CWL 2007-6 CWL 2007-6 CWL 2007-6 CWL 2007-9 CWL 2007-9	CWL 2007-BC1 CWL 2007-BC2 CWL 2007-BC3 CWL 2007-SD1 CWL 2007-SEA1 CWL 2007-SEA2 Monoline Involvement	CWALT 2004-J4 CWALT 2005-13CB CWALT 2005-13CB CWALT 2005-12CT CWALT 2005-5ZT1 CWALT 2005-5ZCB CWALT 2005-81	CWALT 2005-J1 CWALT 2005-J2 CWALT 2005-J2 CWALT 2007-15CB CWALT 2007-J1 CWALT 2007-J1 CWALL 2004-J0 CWHL 2004-8 CWHL 2004-8 CWHL 2004-9 CWHL 2005-5 CWHL 2005-5 CWHL 2005-5	CWL CWL 2004-10 CWL 2004-13 CWL 2004-15 CWL 2004-9 CWL 2004-9 CWL 2004-9 CWL 2005-1 CWL 2005-1 CWL 2005-14 CWL 2005-14 CWL 2005-14

392.0 317.0 591.4 560.5 560.5 439.1 443.2 519.5 196.3 289.0 259.5 155.9 83.8 85.3	4.9 2.86 4.86 4.83 4.83 4.83 4.92 1.01 8.03 1.30 8.30 8.30 8	207.8 200.6 183.4 164.0 47.4 83.0 96.0 363.2 422.1 194.0 475.5 488.5
56.5% 56.2% 60.5% 57.3% 57.2% 59.5% 53.1% 55.7% 58.8% 61.6% 61.6% 57.7%	20.0% 39.1% 31.1% 25.1% 50.1% 40.2% 50.5% 37.6% 42.2% 42.2% 42.2% 32.4% 17.6% 12.9% 34.9% 31.0% 16.2%	39.1% 40.6% 41.0% 39.4% 37.7% 41.1% 41.7% 49.3% 50.5% 50.1% 52.4%
33.6% 32.9% 45.3% 44.0% 39.5% 30.8% 30.8% 30.8% 35.9% 35.9% 35.9% 35.2%	6.3% 6.6% 6.6% 6.6% 7.7% 7.3% 7.3% 7.3% 7.13% 7.10% 7.	17.8% 20.9% 20.3% 19.1% 17.1% 29.7% 29.0% 26.7% 29.0%

Confidential

CVVL 2003-10	1,054.4	415.9	638.5	265.9	389.2	237.2	152.0	130.8	36.9%	22.0%
CWL 2005-17	1,168.1	514.9	653.2	361.5	467.7	297.6	170.1	178.5	40.0%	27.8%
CWL 2005-3	618.2	280.5	337.6	209.9	228.7	146.3	82.4	92.6	37.0%	52.2%
CWL 2005-4	754.5	341.4	413.0	305.9	302.6	192.2	110.5	141.4	40.1%	26.3%
CWL 2005-7	704.8	302.2	402.6	221.9	270.2	174.3	95.9	107.8	38.3%	27.7%
CWL 2006-11	1,017.7	476.2	541.4	308.4	469.8	306.6	163.2	185.2	46.2%	64.4%
CWL 2006-13	887.5	420.2	467.2	247.2	414.7	268.8	145.9	142.2	46.7%	64.0%
CWL 2006-15	675.1	239.8	435.3	80.1	247.3	136.5	110.8	43.7	36.6%	%6'95
CWL 2006-21	611.2	346.9	264.3	233.9	315.6	218.9	2.96	123.8	51.6%	63.1%
CWL 2006-22	915.9	522.1	393.8	321.8	476.2	334.1	142.2	176.7	52.0%	64.0%
CWL 2006-23	948.7	530.3	418.4	303.3	490.7	342.7	148.0	153.6	51.7%	64.6%
CWL 2006-26	737.4	393.7	343.7	216.0	377.3	250.8	126.5	115.9	51.2%	63.7%
CWL 2007-1	1,302.5	756.3	546.2	356.5	688.4	480.8	207.6	199.3	52.9%	63.6%
CWL 2007-13	607.5	305.7	301.8	76.2	276.8	177.8	0.66	43.0	45.6%	58.2%
CWL 2007-2	1,026.2	572.9	453.3	260.2	521.8	360.0	161.7	151.9	50.8%	62.8%
CWL 2007-4	747.1	292.3	454.8	77.3	283.7	167.0	116.7	45.1	38.0%	57.1%
Grand Total	172,551.4	58,344.8	114,206.6	45,821.3	49,703.6	29,847.7	19,855.9	21,733.9	28.8%	51.2%

520.0	646.2	321.3	444.0	378.0	654.9	557.0	290.9	439.4	625.9	644.3	493.2	7.788	319.8	673.7	328.9	71,437.5
49.2%	49.4%	44.1%	46.2%	48.6%	%0.09	24.5%	54.5%	52.9%	54.9%	20.6%	53.7%	25.9%	56.4%	58.4%	58.4%	47.4%
23.8%	26.0%	24.4%	26.7%	23.8%	30.1%	31.2%	25.4%	36.6%	36.1%	35.4%	36.8%	38.0%	32.8%	35.7%	25.7%	17.4%

FILED: NEW YORK COUNTY CLERK 05/02/2012

NYSCEF DOC. NO. 301-16

INDEX NO. 651786/2011
RECEIVED NYSCEF: 05/02/2012

## EXHIBIT 16

(Millions)		Principal	Principal Balances			Incurred-Proj	Incurred-Projected Losses			Implied (
,	Not Yet	-			Not Yet				Not Yet	-
Mono - Shelf - Deal Name	Liquidated	Portion > 180	Portion < 180	Liquidated	Liquidated	Portion > 180	Portion < 180	Liquidated	Liquidated	Portion > 180
No Monoline	1									
CWALI CMALIT COOM 4000	C	7			c	c	•	C	7000	700
CVVALI 2004-100B	00.00	7.1.		0.0	0 0	0.0	4. 4 0. 0		10.5%	32.0%
CVVALI 2004-12CB	140.0 0.44	o v		4 z	, v	D. 6	o 7	- <u>-</u>	-3%	%9:77 %9:30
CWALL 2004-130B	5.1.1. 7.001	16.7	104.0	i «	טית טית	5 د	7.1 A C		3 % 4.6%	18.6%
CWALT 2004-15	55.3	13.7		16.7	2.4	2.9	1.6	3.7	8.1%	21.1%
CWALT 2004-16CB	305.4	12.8		13.6	13.1	3.9	9.2	3.1	4.3%	30.5%
CWALT 2004-17CB	239.9	51.7		59.9	32.2	18.8	13.4	20.9	13.4%	36.4%
CWALT 2004-18CB	350.1	34.5		23.0	21.5	11.1	10.3	6.3	6.1%	32.3%
CWALT 2004-20T1	85.4	10.3		3.6	4.1	2.0	2.1	1.0	4.8%	19.1%
CWALT 2004-22CB	330.4	37.7		27.7	23.7	12.3	11.4	7.3	7.2%	32.8%
CWALT 2004-24CB	383.4	23.5		36.9	23.9	7.4	16.5	12.1	6.2%	31.6%
CWALT 2004-25CB	95.3	13.5		0.6	8.7	4.9	3.8	2.9	9.1%	36.0%
CWALT 2004-26T1	97.5	18.8		8.2	7.5	4.4	3.1	1.7	%9'.	23.5%
CWALT 2004-27CB	120.2	13.7		11.3	10.0	4.8	5.2	3.9	8.3%	35.1%
CWALT 2004-28CB	360.6	20.7		27.1	22.9	7.5	15.5	9.7	6.4%	36.1%
CWALT 2004-29CB	213.6	20.5		14.5	13.7	6.9	6.7	5.0	6.4%	33.9%
CWALT 2004-2CB	5.1	8.0		0.2	0.3	0.2	0.1	0.1	2.7%	23.0%
CWALT 2004-30CB	370.4	35.7		21.3	27.6	11.9	15.7	7.3	7.4%	33.3%
CWALT 2004-32CB	141.8	14.2		15.2	11.0	5.0	0.9	5.3	7.8%	35.3%
CWALT 2004-33	157.2	46.2		61.1	21.1	12.8	8.3	16.5	13.4%	27.7%
CWALT 2004-34T1	78.8	16.2		6.9	6.5	4.2	2.3	1.2	8.3%	25.9%
CWALT 2004-35T2	78.8	21.2		9.4	7.5	4.1	3.4	2.9	%9.6	19.4%
CWALT 2004-36CB	320.0	49.3		29.6	33.4	18.6	14.8	9.6	10.4%	37.6%
CWALT 2004-3T1	34.2	3.3		1.6	1.3	8.0	0.5	0.0	3.7%	23.0%
CWALT 2004-4CB	94.2	7.9		4.9	3.6	2.0	1.6	1.5	3.8%	25.2%
CWALT 2004-5CB	45.2	3.9		2.0	1.7	1.1	9.0	9.0	3.9%	28.4%
CWALT 2004-6CB	6.09	10.0		16.1	5.4	3.0	2.3	4.5	8.8%	30.5%
CWALT 2004-7T1	67.5	5.9		6.4	2.2	1.2	1.1	3.2	3.3%	19.7%
CWALT 2004-8CB	204.8	41.4		38.5	22.9	13.1	ල. ල	11.1	11.2%	31.5%
CWALT 2004-9T1	81.5	5.0		3.5	1.8	6.0	1.0	1.0	2.3%	17.6%
CWALT 2004-J10	41.1	7.0		4.3	3.0	1.8	1.2	6.0	7.3%	25.2%
CWALT 2004-J11	54.7	3.3		2.6	2.1	0.7	1.4	9.0	3.9%	22.4%
CWALT 2004-J12	57.5	6.1		9.1	3.2	1.7	1.5	0.5	2.6%	28.0%
CWALT 2004-J13	112.3	29.7		52.5	18.5	10.9	7.6	20.1	16.4%	36.5%
CWALT 2004-J2	ი. ი	9.0		0.7	0.2	0.1	0.1	0.3	2.3%	17.9%
CWALT 2004-J3	4.9	0.2		1.2	0.0	0.0	0.0	0.3	0.4%	3.1%
CWALT 2004-J5	98.1	24.5		31.1	14.4	9.1	5.2	9.2	14.6%	37.3%
CWALT 2004-J6	17.4	0.7		0.3	0.3	0.2	0.1	0.1	1.7%	20.6%
CWALT 2004-J7	86.2	23.6		38.0	12.4	8.1	4.3	12.6	14.3%	34.3%
CWALT 2004-J8	14.5	1.9		4.4	2.3	6.0	4.1	1.7	15.6%	47.0%
CWALT 2004-J9	123.4	36.5		41.0	18.9	12.3	9.9	13.8	15.3%	33.6%
CWALT 2005-10CB	501.0	47.8		25.6	39.1	18.8	20.4	9.4	7.8%	39.2%
CWALT 2005-11CB	518.3	26.0		30.0	49.2	23.1	26.1	10.7	9.5%	41.3%
CWALT 2005-14	296.7	141.6		91.9	84.6	62.4	22.3	38.7	28.5%	44.0%

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Total	Collateral Losses	12.1	4.7	4.4	7.0	8.2	16.3	53.2	27.7	5.1	31.0	36.1	11.6	9.5	13.9	32.7	18.6	0.4	34.9	16.3	37.6	7.7	10.4	43.0	1.3	5.1	2.3	6.6	5.5	34.1	2.8	3.9	2.7	ю. Ю п	38.5	9.0	0.3	23.5	0.4	25.0	4.0	32.7	48.6	59.9	123.4
	Liquidated	26.1%	40.7%	20.9%	16.9%	22.3%	23.1%	35.0%	27.2%	28.7%	26.4%	32.9%	32.5%	21.3%	34.5%	35.9%	34.1%	49.1%	34.3%	34.9%	27.0%	17.5%	30.5%	32.3%	2.0%	30.2%	28.4%	28.2%	20.5%	28.9%	27.2%	20.6%	21.0%	27.4%	38.2%	52.5%	25.3%	29.6%	26.7%	33.2%	39.9%	33.7%	36.8%	35.8%	42.1%
Sev/Freq	Portion < 180	8.7%	1.3%	1.6%	2.3%	3.8%	3.1%	7.1%	3.3%	2.8%	3.9%	4.6%	4.7%	3.9%	4.8%	4.6%	3.5%	2.6%	4.7%	4.7%	7.5%	3.7%	%0.9	2.5%	1.7%	1.8%	1.5%	4.6%	1.7%	%0.9	1.2%	3.6%	2.7%	3.0%	8.7%	1.3%	0.3%	7.1%	%6:0	6.8%	10.8%	7.6%	4.5%	2.6%	14.4%

44.2%	45.3%	40.0%	38.5%	40.7%	40.8%	40.3%	45.5%	32.1%	44.8%	41.2%	49.1%	43.7%	47.4%	35.7%	47.2%	43.5%	46.1%	30.7%	77.7%	35.0%	33.1%	47.9%	45.7%	48.5%	42.0%	46.5%	25.8%	42.6%	48.5%	34.6%	42.9%	49.6%	47.5% 37.6%	24.0% 46.2%	44.3%	48.4%	47.6%	45.1%	48.6%	39.8%	48.8%	44.6%	46.1%	43.7%	26.5%	43.9%	43.6%	36.2%
26.5%	28.1%	%6'.2	10.6%	10.4%	10.0%	8.1%	29.2%	10.6%	%6.0E	12.6%	15.8%	11.4%	31.1%	14.0%	17.0%	10.3%	14.8%	13.1%	20.7%	%8.9	10.6%	15.4%	31.6%	16.6%	15.4%	30.3%	36.9%	10.5%	18.8%	14.0%	11.2%	22.70	32.1%	16.6%	13.8%	34.1%	16.6%	32.4%	35.2%	14.8%	35.9%	24.2%	14.5%	13.0%	37.3%	11.2%	33.0%	7.5%
19.5	41.9	0.9	13.6	16.2	9.2	6.3	52.4	2.7	72.9	12.7	4.5	8.9	45.2	6.3	10.2	6.4	<del>დ</del>	5 5 7	. t 60	5 C	. 4 . 5	5.6	41.3	& &	17.0	43.7	103.4	14.2	11.4	10.3	0.0 0.0	12.7	4.01	25.9	12.1	196.0	23.8	57.0	179.1	8.7	45.1	51.3	21.6	19.0	87.2	4.7	32.2	9.4
13.8	28.0	13.4	21.4	27.1	16.5	13.9	35.7	o	42.4 42.4	21.1	11.8	15.3	33.9	11.2	26.2	10.2	30.1	29.Z	18.1	0.61	i ω	17.0	15.0	20.8	16.5	19.3	26.7	31.2	22.0	17.1	15.1	71.7	7. 1.	50.7	27.2	115.4	39.9	42.4	108.0	17.7	15.9	33.4	30.5	38.3	49.2	7.4	19.4	17.9
32.0	57.1	13.5	22.5 5.1	27.9	16.4	11.8	76.7	0.7	100.4	25.0	8.7	12.9	61.8	13.8	20.4	11.5	26.2	49.0	101.6	19.5	· &	12.5	48.2	17.7	18.1	45.8	123.6	32.9	19.5	14.9	15.8		160.1	37.4	18.6	233.1	36.0	91.7	226.3	19.5	53.6	51.8	33.8	33.7	100.7	6.3	42.1	18.3
45.8	85.1	26.9	43.9 6.0	55.0	32.9	25.7	112.4	24.7	24.3 142.8	46.0	20.6	28.2	95.7	25.0	46.5	21.7	56.3	70.0	24.5	38.6	17.1	29.5	63.3	38.5	34.5	65.1	180.4	64.1	41.5	32.0	30.9	38.b	30.3	30.7 1 88 1	45.8	348.5	75.9	134.1	334.3	37.2	69.5	85.2	64.3	72.0	149.9	13.7	61.5	36.2
46.1	97.4	17.3	34.8 24.8	39.9	23.1	16.7	124.7	186	171.7	30.1	11.2	16.5	107.0	21.0	25.6	14.8	37.1	16.9	224.2	33.7	15.1	15.1	2.06	21.1	49.0	93.9	188.8	39.4	27.9	29.4	22.3	28.5 76.3	4.002	67.5 57.5	28.0	408.6	54.7	135.6	371.3	27.0	99.5	112.3	50.2	46.4	165.5	12.2	77.0	27.3
100.4	176.6	305.2	354.4 26 E	461.7	287.7	287.4	216.1	1.5.1	237.6	305.0	112.1	217.4	177.3	139.4	231.0	184.3	322.8	203.4 148.6	270.3	513.8 8.613.8	135.3	165.7	94.7	196.1	180.4	116.7	267.1	533.0	180.9	186.1	238.2	9.89.9 C 100.	393.2	448.4	290.5	540.1	382.1	210.9	483.3	202.0	83.5	235.9	368.9	477.1	223.8	107.9	89.7	435.5
72.4	126.1	33.7	58.5 44.5	- 68 68 68 68	40.2	29.3	168.5	25.0 7.00 7.00	224.1	9.09	17.8	29.6	130.5	38.7	43.2	26.5	56.9	37.0	7.900	55.5	26.4	26.1	105.6	36.6	43.0	98.4	221.6	77.4	40.2	42.9	36.8	36.0	4.000. 4.00.4	40.5 80.8 80.8	41.9	481.8	75.6	203.3	466.1	49.1	109.9	116.2	73.3	77.2	178.3	14.3	96.5	50.5
172.8	302.7	338.9	412.9	530.3	327.8	316.6	384.6	130.9	461.7	365.6	129.9	246.9	307.8	178.1	274.1	210.8	379.7	303.7 185.6	192.0	5693	161.7	191.8	200.3	232.7	223.5	215.1	488.7	610.4	221.1	229.0	275.0	250.9	123.4	529.7	332.4	1,021.9	457.6	414.2	949.5	251.1	193.3	352.1	442.3	554.3	402.1	122.3	186.2	486.0
CWALT 2005-16	CWALT 2005-17	CWALT 2005-18CB	CWALT 2005-1CB	CWALT 2005-20CB	CWALT 2005-21CB	CWALT 2005-23CB	CWALT 2005-24	CVVALI 2003-231	CWALT 2005-27	CWALT 2005-28CB	CWALT 2005-29CB	CWALT 2005-30CB	CWALT 2005-31	CWALT 2005-32T1	CWALT 2005-33CB	CWALT 2005-34CB	CWALT 2005-35CB	CVVAL 1 2005-36	CVVALT 2005-37 1 1	CWALT 2005-3CB	CWALT 2005-4	CWALT 2005-40CB	CWALT 2005-41	CWALT 2005-42CB	CWALT 2005-43	CWALT 2005-44	CWALT 2005-45	CWALT 2005-46CB	CWALT 2005-47CB	CWALT 2005-48T1	CWALT 2005-49CB	CWALI ZUUS-SUCB	CVVALI 2003-31	CWALT 2005-54CB	CWALT 2005-55CB	CWALT 2005-56	CWALT 2005-57CB	CWALT 2005-58	CWALT 2005-59	CWALT 2005-60T1	CWALT 2005-61	CWALT 2005-63	CWALT 2005-64CB	CWALT 2005-65CB	CWALT 2005-66	CWALT 2005-67CB	CWALT 2005-69	CWALT 2005-6CB

65.2 127.0 32.9 57.6 13.6 7.1.2 7.1.2 32.0 32.0 164.8 19.8	0.567 0.	136.6 86.0 86.0 91.0 237.1 184.4 93.7
42.3% 43.0% 34.5% 39.3% 27.0% 40.5% 39.7% 42.0% 31.8%	4 4 5 5 6 8 8 8 9 8 9 8 9 8 9 8 9 8 9 8 9 9 9 9	45.7% 43.1% 41.0% 52.7% 38.4% 34.4%
6.00 % % % % % % % % % % % % % % % % % %	7.0.7 7.0.0.0 7.0.0 7.0.0 7.0.0 7.0.0 7.0.	24.80.80.40.4

42.3%	44.3%	51.0%	44.5%	36.0%	46.8%	47.9%	38.4%	46.9%	38.0%	48.2%	20.7%	49.7%	%6.05	47.0%	47.0%	41.9%	43.9%	52.3%	36.0%	36.3%	43.3%	40.3%	43.6%	30.7%	40.6%	34.3%	33.2%	30.4%	30.2%	39.7%	49.8%	47.4%	40.0%	47.3%	48.1%	48.8%	37.4%	47.1%	47.2%	51.8%	48.4%	48.0%	47.7%	45.1%	47.6%	46.8%	48.9%	40.2%	47.8%	35.3%	45.8%	47.8%
12.7%	26.0%	37.3%	14.0%	14.6%	13.3%	34.7%	18.2%	19.2%	8.4%	22.0%	35.5%	17.9%	27.5%	15.8%	18.5%	9.4%	32.3%	42.2%	13.1%	12.9%	26.4%	12.9%	14.7%	9.5%	17.5%	10.5%	8.8%	11.3%	9.1%	12.2%	26.6%	22.9%	20.7%	21.1%	28.6%	22.2%	20.6%	20.3%	17.5%	28.6%	19.1%	22.6%	18.6%	18.3%	24.4%	17.6%	19.9%	21.8%	26.5%	19.4%	19.0%	19.0%
6.6	11.3	56.9	6.5	11.7	7.1	144.1	33.2	14.8	8.2	2.99	25.5	16.0	9.08	33.2	34.0	5.6	108.3	37.6	9.5	10.0	63.6	5.2	14.2	3.7	19.7	2.9	6.1	1.7	6.0	2.7	53.2	33.1	21.5	24.5	26.3	13.2	27.3	43.9	46.8	44.6 5 1	16.5	50.1	28.0	13.4	21.7	8.7	21.9	44.5	52.6	25.2	30.4	15.7
19.3	8.3	30.0	13.0	14.7	17.6	68.3	48.3	18.9	18.7	56.0	19.6	15.4	27.7	50.3	50.2	12.1	17.8	13.8	18.3	15.9	12.4	9.1	19.5	9.3	6.9	8.9	4.7	4.8	3.9	3.7	36.7	33.1	23.5	25.5	20.3	16.8	22.5	49.9	69.4	30.7	24.3	48.6	41.8	25.1	19.0	13.8	23.0	33.9	60.3	23.5	39.6	31.6
16.5	11.3	61.1	14.1	16.4	13.7	166.7	60.5	14.4	17.2	70.7	44.2	20.6	76.1	52.4	49.9	13.2	44.9	41.7	16.0	16.6	27.2	7.4	21.0	7.0	12.2	9.9	2.2	4.5	4.3	5.4	9.73	40.6	24.8	30.9	31.9	21.7	26.7	63.2	/6.4	41.5	28.8	68.4	46.1	25.9	28.9	13.5	31.5	49.6	63.8	25.7	51.8	33.9
35.8	19.5	91.1	27.1	31.1	31.3	235.0	108.8	33.3	35.9	126.7	63.8	36.1	133.8	102.8	100.1	25.3	62.6	55.5	34.3	32.5	39.6	16.5	40.5	16.4	19.1	13.3	6.9	9.3	8.2	9.1	94.3	73.6	48.3	56.3	52.2	38.5	49.1	113.2	145.8	72.1	53.2	117.0	87.9	51.0	47.9	27.3	54.4	83.5	124.1	49.2	91.3	65.5
23.4	32.0	117.8	16.4	31.4	16.9	313.9	98.1	34.6	27.2	146.0	48.6	33.5	161.3	78.6	77.1	15.4	214.9	75.8	23.6	25.8	128.1	14.9	34.0	6.6	48.6	8.6	4.0	5.8	3.7	9.7	114.1	67.3	61.2	54.6	54.2	29.9	72.2	93.2	104.1	92.9	35.2	104.8	61.3	32.0	47.9	20.3	46.7	117.1	118.9	65.1	67.0	35.7
242.1	49.8	124.5	162.9	167.1	206.2	328.9	440.8	143.1	381.6	429.9	95.6	160.1	336.7	540.5	436.1	236.8	92.0	52.0	216.6	206.3	87.6	109.7	226.9	155.6	79.5	107.7	71.8	6.79	75.4	61.0	239.5	235.4	171.9	201.9	116.5	129.4	167.4	422.3	672.7	1/2.5	218.1	374.3	375.0	220.9	135.8	126.1	208.9	258.7	334.9	180.4	367.2	273.1
39.1	25.4	119.8	31.7	45.6	29.3	347.7	157.7	30.8	45.3	146.6	87.3	41.5	149.5	111.6	106.0	31.6	102.1	79.7	44.5	45.7	62.7	18.2	48.2	23.0	30.1	19.1	9.9	15.0	14.1	13.6	115.5	85.6	61.9	65.3	66.3	44.5	71.2	134.4	162.0	80.1	59.6	142.6	2.96	57.4	2.09	28.8	64.3	123.5	133.3	72.8	113.0	6.07
281.1	75.2	244.3	194.6	212.7	235.5	9'929	598.5	173.9	426.9	576.5	180.0	201.6	486.2	652.1	542.1	268.4	194.1	131.6	261.1	252.0	150.3	127.9	275.1	178.5	109.7	126.8	78.4	82.8	89.5	74.7	355.0	321.0	233.8	267.2	182.8	173.9	238.7	556.7	834.7	252.6	277.7	516.9	471.7	278.3	196.4	154.8	273.3	382.2	468.3	253.1	480.2	344.0
CWALT 2005-70CB	CWALT 2005-71	CWALT 2005-72	CWALT 2005-73CB	CWALT 2005-74T1	CWALT 2005-75CB	CWALT 2005-76	CWALT 2005-77T1	CWALT 2005-79CB	CWALT 2005-7CB	CWALT 2005-80CB	CWALT 2005-82	CWALT 2005-83CB	CWALT 2005-84	CWALT 2005-85CB	CWALT 2005-86CB	CWALT 2005-9CB	CWALT 2005-AR1	CWALT 2005-IM1	CWALT 2005-J10	CWALT 2005-J11	CWALT 2005-J12	CWALT 2005-J13	CWALT 2005-J14	CWALT 2005-J3	CWALT 2005-J4	CWALT 2005-J5	CWALT 2005-J6	CWALT 2005-J7	CWALT 2005-J8	CWALT 2005-J9	CWALT 2006-11CB	CWALT 2006-12CB	CWALT 2006-13T1	CWALT 2006-14CB	CWALT 2006-15CB	CWALT 2006-16CB	CWALT 2006-17T1	CWALT 2006-18CB	CWALI 2006-19CB	CWALI 2006-20CB	CWALT 2006-21CB	CWALT 2006-23CB	CWALT 2006-24CB	CWALT 2006-25CB	CWALT 2006-26CB	CWALT 2006-27CB	CWALT 2006-28CB	CWALT 2006-29T1	CWALT 2006-2CB	CWALT 2006-30T1	CWALT 2006-31CB	CWALT 2006-32CB

2.00 2.00 4.00 3.00 3.00 4.20 3.00 1.00 1.00 1.00 1.00 1.00 1.00 1.0	4. 44 4. 45 4. 68 4. 68 4. 68 4. 68 6.	7.17 7.17 7.17 7.17 7.17 7.17 7.17 7.17
42.4% 35.2% 48.3% 37.3% 42.3% 42.3% 42.3%	50.3% 50	44.1% 47.18% 46.8% 46.8% 45.6% 43.0% 46.8% 46.8% 46.8% 46.8% 46.8% 46.3% 46.3% 46.3%
8.0% 24.1% 8.0% 8.8% 20.8% 11.0%	6. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4.	13.0% 1.1.0% 1.1.0% 1.1.0% 1.1.0% 1.1.0% 1.1.0% 1.1.0% 1.1.0% 1.1.0% 1.1.0% 1.1.0%

46.1%	20.7%	46.3%	37.8%	49.7%	37.6%	46.8%	49.2%	48.2%	37.7%	49.3%	43.9%	34.1%	47.8%	49.8%	35.9%	38.7%	47.6%	49.5%	47.6%	42.8%	41.3%	42.8%	43.2%	47.3%	42.9%	40.3%	46.6%	48.0%	36.5%	25.5%	20.6%	49.6%	49.4%	48.9%	48.4%	48.7%	20.8%	50.1%	46.3%	47.2%	53.1%	%Z:05	50.1%	50.2%	48.8%	47.0%	52.8%	49.4%	49.3%	50.2%	49.9%	47.6%
21.1%	24.0%	20.5%	20.2%	23.1%	21.0%	20.0%	24.1%	21.2%	19.4%	23.2%	17.2%	16.7%	19.4%	25.4%	17.7%	17.1%	28.1%	30.1%	24.0%	20.1%	24.8%	16.0%	13.8%	16.0%	18.0%	21.3%	18.3%	31.6%	21.6%	39.7%	39.0%	38.4%	36.8%	37.2%	35.9%	36.6%	34.3%	39.8%	34.6%	34.1%	40.5%	38.1%	39.4%	39.6%	38.7%	30.0%	37.2%	38.0%	38.5%	35.7%	36.4%	33.3%
20.8	9.4	25.4	34.0	44.5	36.2	35.4	13.5	46.0	0.07	11.9	17.9	12.6	74.8	29.5	17.0	25.8	39.4	44.8	47.3	39.2	20.4	27.6	9.9	6.5	15.2	26.2	6.2	29.4	26.8	87.5	280.7	127.4	93.2	86.2	129.2	154.2	46.0	178.0	9.60	32.8	0.17	87.4	116.6	29.8	106.4	154.9	128.6	174.8	129.2	93.4	95.0	117.7
34.0	15.9	38.3	43.0	48.9	27.7	68.8	18.1	50.5 5.15	55.0	24.8	28.5	13.4	113.5	28.7	14.4	22.8	26.6	26.5	46.0	50.9	9.1	28.4	7.0	8.3	21.5	24.6	8.4	18.0	20.3	48.4	161.8	73.5	58.2	58.5	69.1	89.1	22.1	93.9	88.3	4.22	35.0	51.6 51.6	0.07	37.4	47.0	42.2	42.2	63.4	26.7	26.9	22.6	30.9
44.8	15.0	37.3	48.7	61.3	41.0	72.4	21.1	55.6 15.1	72.5	24.3	33.1	17.3	123.9	39.3	19.8	23.5	40.4	42.2	55.6	49.0	17.0	33.8	10.4	10.4	25.2	25.6	9.3	38.1	33.4	141.2	422.1	183.9	138.5	148.9	194.2	235.6	62.3	235.6	1.781	48.0 0.1	34.5	136.4	161.3	89.1	136.2	75.8	106.5	146.0	54.3	57.3	47.4	67.5
78.8	30.9	75.5	91.6	110.3	68.7	141.2	39.2	106.0	127.5	49.1	61.6	30.8	237.4	6.79	34.2	46.3	6.99	9.89	101.6	99.9	26.1	62.2	17.4	18.7	46.8	50.2	17.7	56.1	53.6	189.6	583.9	257.5	196.7	207.3	263.3	324.7	84.4	329.6	27.1.4	70.9 1	129.5	188.0	231.3	126.5	183.2	118.0	148.7	209.4	81.0	84.2	70.0	98.4
46.8	20.7	55.9	88.8	92.3	86.8	79.2	27.8	95.1	162.4	24.0	44.8	35.2	168.0	65.6	41.1	2.99	98.7	88.8	110.1	105.5	49.9	70.5	15.5	15.6	33.6	2.09	14.0	9.09	62.7	186.0	269.7	242.7	188.7	170.2	267.0	305.8	94.0	367.8	210.8	63.7	137.5	1/9.9	241.1	117.6	212.9	309.3	241.3	355.2	258.4	185.4	184.6	230.4
275.7	99.4	287.3	325.7	353.1	218.4	549.9	119.7	385.8	464.1	161.8	283.6	133.4	964.7	188.7	137.9	210.0	153.0	142.7	307.3	381.9	64.4	310.2	102.3	92.0	200.8	171.8	9.92	98.2	157.1	223.4	662.9	299.2	253.9	253.9	332.7	402.1	123.5	356.9	406.6	105.2	141.7	221.5	265.2	142.1	194.8	232.6	197.7	254.9	100.1	121.7	0.76	153.9
97.2	29.6	80.5	128.8	123.3	109.1	154.5	42.9	115.3	192.0	49.3	75.4	20.8	259.4	78.9	55.2	8.09	84.8	85.2	116.7	114.4	41.2	78.9	24.0	22.0	58.9	63.7	20.0	79.4	91.6	254.6	833.6	370.8	280.0	304.1	401.5	484.2	122.7	470.3	5//5	102.8	1/8.0	2/1.9	322.2	177.5	279.1	161.2	201.7	295.6	110.2	114.2	95.1	141.9
372.9	129.0	367.8	454.5	476.4	327.6	704.4	162.6	501.1	656.1	211.2	359.0	184.2	1,224.2	267.6	193.0	270.8	237.8	227.9	424.0	496.2	105.6	389.1	126.3	117.0	259.7	235.5	9.96	177.6	248.7	478.0	1,496.5	6.699	533.9	558.0	734.2	886.3	246.2	827.2	784.0	208.U	319.7	493.4	587.3	319.6	473.9	393.8	399.4	520.5	210.3	235.9	192.1	295.8
CWALT 2006-33CB	CWALT 2006-34	CWALT 2006-35CB	CWALT 2006-36T2	CWALT 2006-39CB	CWALT 2006-40T1	CWALT 2006-41CB	CWALT 2006-42	CWALI 2006-43CB	CWALI 2006-4511	CWALT 2006-46	CWALT 2006-4CB	CWALT 2006-5T2	CWALT 2006-6CB	CWALT 2006-7CB	CWALT 2006-8T1	CWALT 2006-9T1	CWALT 2006-HY10	CWALT 2006-HY11	CWALT 2006-HY12	CWALT 2006-HY13	CWALT 2006-HY3	CWALT 2006-J1	CWALT 2006-J2	CWALT 2006-J3	CWALT 2006-J4	CWALT 2006-J5	CWALT 2006-J6	CWALT 2006-J7	CWALT 2006-J8	CWALT 2006-0A1	CWALT 2006-0A10	CWALT 2006-0A11	CWALT 2006-0A12	CWALT 2006-0A14	CWALT 2006-0A16	CWALT 2006-0A17	CWALT 2006-0A18	CWALT 2006-0A2	CWALI 2006-0AZI	CVVALI 2006-CAZZ	CVVALI 2006-CA3	CWALI 2006-046	CWALI 2006-0A/	CWALT 2006-0A8	CWALT 2006-0A9	CWALI 2006-OC1	CWALT 2006-OC10	CWALT 2006-OC11	CWALT 2006-OC2	CWALT 2006-OC3	CWALT 2006-OC4	CWALT 2006-OC5

9.66		101.0	125.6	154.7	9	176.6	52.7	152.0	197.5	61.0		43.4	312.2	9.78 4.78	5.1.5	106.1	113.4	148.9	139.1	46.5	89.8	24.0	25.1	62.0	76.4	23.9	85.5	80.4	1.//2	384.9	289.9	293.5	392.5	478.9	130.5	507.6 381.3	103.7	200.5	275.4	347.9	186.3	289.6	272.9	277.4		210.2	177.6	165.0	$\overline{}$
ΙO		Ĺ	38.3%	48.2%	41.7%	44.8%	48.3%	48.4%	43.1%	49.6%	39.9%	35.7%	44.5%	44.9%	41.4%	30.7%	50.4%	43.0%	37.1%	40.9%	39.2%	42.2%	41.5%	45.4%	43.2%	44.3%	48.5%	42.7%	47.1%	52.5%	49.4%	20.6%	48.4%	50.4%	49.0%	48.4%	51.6%	51.6%	48.6%	48.4%	%6.03		50.1%	53.3%	49.2%	0.0	50.4%	51.4%	51.1%
12.3%	16.0%	13.3%	13.2%		12.7%		15.1%	13.1%	11.9%	15.3%	10.0%	10.1%	11.8%	15.2%	10.4%	10.3%	18.5%	15.0%	13.3%	14.2%	9.5%	%6.9	8.7%	10.7%	14.3%	10.9%	18.3%	12.9%	24.4%	24.4% 24.6%	22.9%	23.0%	20.8%	22.2%	17.9%	26.3%	21.3%	24.7%	23.3%	26.4%	26.3%	24.1%	18.1%	21.4%	CD	<u> </u>	- 1	23.3%	20.1%

51.1%	49.8%	51.1%	47.3%	47.3% 31.7%	37.9%	46.8%	33.5%	43.7%	43.2%	44.5%	35.1%	36.9%	40.4%	43.1%	34.4%	44.0%	34.2%	34.9%	43.8%	36.0%	45.7%	47.4%	49.2%	34.7%	46.3%	30.7%	47.6%	51.4%	40.9%	42.4%	40.4%	50.1%	47.6%	39.1%	42.0%	43.2%	46.0%	40.0%	47.0%	40.7 %	47.0.70	40.070	47.7%	47.9%	40.0%	44.3%	74 70	%L.79		21.5%
37.1%	36.0%	37.3%	33.8%	18.7%	18.8%	20.9%	20.1%	17.5%	14.0%	16.5%	18.3%	18.5%	18.3%	12.8%	16.6%	17.2%	22.5%	16.7%	18.0%	17.9%	17.3%	21.1%	21.4%	19.7%	18.1%	16.3%	43.9%	42.9%	20.3%	24.0%	26.3%	28.7%	25.9%	25.1%	23.3%	27.4%	30.6%	33.0%	33.6%	37.0%	24.5 %	04.0.70	34.1%	34.1%	50.4% 50.14%	30.5%	70.40	35.4% 21.4%		3.0%
109.1	88.1	253.7	81.6	28.7	55.8	5.9	19.6	50.8	14.6	19.3	46.3	28.2	9.7	13.3	31.9	34.4	65.2	29.5	36.0	44.5	24.8	71.6	14.6	16.0	23.6	54.0	32.7	49.4	50.3	117.7	94.0	91.5	32.7	53.0	25.U	30.1	/3./		03.7 2 × ×	4 & 0. C	0.00	0.40	20.4	41.4	4.00	37.8	7	144.9 61.5		6.0
25.9	24.6	91.4	29.2	42.0	48.9 9.9	15.7	21.2	85.4	36.7	40.2	74.2	26.9	23.0	31.3	43.9	45.9	24.6	32.7	63.6	39.3	33.1	96.4	31.2	21.0	39.6	37.7	19.9	9.2	52.9	94.3	54.3	76.3	37.3	37.6	19.6	38.4	57.1	04.1 7.7 F	۲. ۲. ۲. د ۲. ۲.		7.07	4.0.4	18.1	48.3	79.7	42.9	ç	49.9 27.2		2.8
66.2	55.3	198.4	59.5	44.8 3.3.0	60.1	17.2	34.8	100.2	36.6	41.5	77.8	32.1	21.1	29.1	49.8	64.9	40.2	38.6	58.4	50.6	30.0	116.5	27.2	29.6	45.0	46.5	58.8	31.6	67.4	117.8	81.5	118.3	42.2	54.7	19.5	78.3	10.4	109.3	87.8	0.70 0.401	100.7	1.00	8.95	75.7	143.7	85.7	2 00			4.1
92.1	79.9	289.9	88.7	86.9 66.3	109.0	33.0	56.0	185.5	73.3	81.7	152.0	29.0	44.1	60.4	93.8	110.8	64.7	71.3	121.9	89.9	63.1	212.9	58.4	50.6	84.6	84.2	78.7	40.8	120.4	212.1	135.8	194.6	79.5	92.3	39.2	116.7	155.4	450.4	139.7	150.8	0.00.7	1 1 1 1 1	9.70	124.0	4.122	128.6	72	73.0 27.2		4.2
206.2	162.5	482.4	165.9	56.5 69.6	138.9	13.5	48.9	109.4	34.1	44.7	124.8	72.2	19.4	30.1	75.8	74.3	141.2	9.99	9.08	107.2	50.8	150.3	31.0	36.3	47.6	129.8	63.3	95.0	145.1	288.7	212.3	174.4	62.7	123.0	20.7	58.1	142.0	107.1	0.57.1	93 137.5	<u>5</u> 5	- 00	38.5	85.9	0.00	84.6	000	198.1 64.0		5.2
118.3	110.9	389.8	136.7	3/0.1	422.3	121.4	174.6	830.0	439.1	400.6	608.1	231.5	188.5	405.2	419.8	495.5	170.4	315.9	542.9	361.8	299.6	6.097	217.2	171.4	370.1	364.8	55.5	33.7	428.4	602.9	314.6	442.8	218.1	227.9	121.7	244.0	1/6.2	323.3	185.7	242.7	212.2	0.0.0	86.1	205.3	410.7	227.4	0,00	182.2 127.0		131.3
129.6	111.1	388.2	125.7	94.8	158.5	36.9	104.0	229.3	84.6	93.2	221.8	87.1	52.2	67.5	144.8	147.7	117.3	110.7	133.2	140.4	65.7	245.9	55.2	85.2	97.1	151.3	123.7	61.4	164.9	277.8	201.8	235.9	88.7	139.9	46.4	181.3	260.1	386.0	187.7	107.4	23.0	0.4.0	83.6	158.1	4.11.5	193.7	c	- 23.8		9.9
247.8	221.9	778.0	262.4	464.9 307.3	580.8	158.2	278.6	1,059.3	523.8	493.9	829.9	318.5	240.7	472.7	564.6	643.2	287.7	426.6	676.1	502.2	365.4	1,006.8	272.3	256.7	467.2	516.1	179.2	95.1	593.3	883.7	516.4	678.6	306.8	367.9	168.2	425.3	424.4	691.5 460.5	373.1	432.0	440.0	1 2 5 5 7	169.7	363.5	9.67	421.1	0	206.0 127.0		137.9
CWALT 2006-OC6	CWALT 2006-OC7	CWALT 2006-OC8	CWALT 2006-OC9	CWALI 2007-10CB	CWALT 2007-1211	CWALT 2007-13	CWALT 2007-14T2	CWALT 2007-16CB	CWALT 2007-17CB	CWALT 2007-18CB	CWALT 2007-19	CWALT 2007-1T1	CWALT 2007-20	CWALT 2007-21CB	CWALT 2007-22	CWALT 2007-23CB	CWALT 2007-24	CWALT 2007-25	CWALT 2007-2CB	CWALT 2007-3T1	CWALT 2007-4CB	CWALT 2007-5CB	CWALT 2007-6	CWALT 2007-7T2	CWALT 2007-8CB	CWALT 2007-9T1	CWALT 2007-AL1	CWALT 2007-HY2	CWALT 2007-HY3	CWALT 2007-HY4	CWALT 2007-HY6	CWALT 2007-HY7C	CWALT 2007-HY8C	CWALI 2007-HY9	CWALI 2007-32	CWALI 2007-0411	CWALI 2007-0A2	CWALI 2007-043	CWALL 2007-044	CVVALT 2007-0A3	CVV ALT 2007 - CAV	CVVALI 2007-070	CWALI 2007-DAS	CWALI 2007-0H1	CVVALI ZUUZ-OHZ	CWALT 2007-OH3	CWHEL	CWHEL 2006-A CWHEL 2007-G	CWHL	CWHL 2004-11

201.2	543.6	2	115.6	93.2 164.8	38.9		236.4	88	2.	198.3	87.2	53.8	125.7	145.2	130.0	8	57	134.3	87	284.6	73.0	96.6	108.2	38	111.4	90.2	7.07.	529.0 229.8	286.1	112.2	145.3	64.2	146.8	229.1	338.4	222.4	173.0	217.8	217.5	78.4	165.4	286.9	166.5	217.9	988.6	5.1	;
52.9%		49.2%	20.8%	38.9% 40.2%	43.8%	40.1%	46.5%	42.9%		37.1%	39.0%	50.1%	44.0%	46.3%	46.2%	44.3%	44.6%	41.5%	48.9%	47.7%	46.9%	44.2%	49.6%		51.7%	52.1%	34.7%	40.0%	52.5%	52.1%	43.1%	44.6%	51.8%	51.9%	48.9%	49.7%	50.2%	48.7%		53.0%	48.3%	48.9%		73 1%	%0.96	17.7%	
21.9%	23.5%	21.4%	11.4%	11.1% 11.8%	13.0%	12.1%	10.3%	8.4%	10.0%	12.2%	11.6%	12.2%	7.7 % 10 5%	%6.6	14.4%	10.4%	11.7%	10.9%	11.0%	12.7%	14.4%	12.3%	10.7%	10.3%	35.8%	27.4%	12.4%	15.6%	17.2%	17.1%	16.5%	16.1%	15.7%	21.0%	19.8%	21.0%	20.3%	21.5%	21.4%	21.0%	23.5%	18.1%	18.9%	27.4%	21.4%	2.1%	-

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136.4 12.3 11.3 11.5 7.27 6.3 8.6	29.0 7.7.7 18.1 10.0 17.3.4 65.7 6.1 6.1 1.6 1.6	37.0 22.7 20.2 24.6 36.8 36.8 1.1 1.0	0.9 0.9 2.2 5.7 6.9 6.9 37.1 18.8 11.4 21.1	33.2 29.0 23.5 109.3 20.7 55.4 64.1 20.5 24.3
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11.3	11.2	13.7	25.5	13.3	28.3	12.1	20.00	38.9	8.9	7.9	12.4	19.7	23.4	35.6	36.0	23.2	9.05 6.0	0.0	0. E	ر ن د	9 6	2.5.5	21.9	22.5	15.8	10.2	12.8	31.1	17.1	15.5	41.5	39.6	34.4	33.1	12.8	27.1	14.1	2.24	4 4 5 6	5.61	. d	<u> </u>	5 4	3.0	13.6	30.6	57.8	12.8	28.3
9.5	9.4	7.6	9'.29	6.9	19.7	5.45 5.05 5.05	30.2 67.8	57.0	15.9	9.7	15.2	26.2	26.6	35.5	53.9	25.4	5.25	0.2	0. r	. «	. °	1. 4. 1. 8.	19.5	18.5	12.9	8.4	9.5	18.8	12.2	8.7	24.9	22.0	22.5	116.1	6.6	17.3	11.1	90.1	2. 5. 4. 8.	2,80	24.7	. c	4.2	2.0	12.6	107.1	181.2	71.5	19.1
20.8	20.6	21.3	93.1	20.2	47.9	46.3 2005	30.7 94.6	95.9	24.8	17.6	27.6	45.9	50.1	71.1	89.9	48.6	68.4	2.0.7	9. 6. 0. R. R. D.	5 4	, c	36.4	41.5	0.14	28.7	18.6	22.3	49.9	29.3	24.2	66.4	61.6	56.9	149.2	22.7	44.4	25.3	110.4	2.50	47.7	. t	7 - 0	. cc	5.0	26.1	137.6	239.0	84.3	47.5
14.4	11.5	13.7	92.0	22.2	64.1	63.9 12.4	103.1	170.8	30.3	30.3	37.5	87.7	62.7	110.9	155.6	61.1 r r r	0.001	1 7	«	ָּהָ קילי	- 6	42.7	34.0	32.2	26.8	11.4	16.5	52.9	26.3	20.3	20.7	46.1	9.95	196.0	23.9	39.3	30.1	217.5 403.5	130.5	11.9	108.3	17.6	0 00	2.0	19.9	155.1	244.2	9.69	46.0
255.8	209.1	165.9	210.2	267.6	260.7	129.0	735.4	281.0	113.8	113.5	162.7	200.3	280.7	346.1	285.0	211.8	8.778	24.3	176.2	78.0	166.8	266.2	281.5	296.2	190.9	141.7	154.6	416.0	231.3	234.9	602.5	533.5	497.5	140.3	212.2	362.3	181.1	320.3	333.0	115.3	150.1	161.7	71.5	102.3	158.8	130.5	258.0	113.0	379.3
31.0	29.3	24.4	144.4	28.2	59.5	99.69 83.6	157.3	143.9	43.9	30.3	48.3	75.3	20.8	102.6	132.1	69.4	126.3	1.2	33.2 18.2		5.04 7.07	41.1	53.7	48.4	40.8	25.8	27.5	54.6	39.1	33.0	86.9	71.5	70.7	210.7	32.6	55.0	31.9	1/3./	35. C	69.4		25.7	13.2	4.6	30.3	190.1	333.2	160.5	62.6
286.9	238.4	190.4	354.6	295.8	320.2	480.0	392.7	424.9	157.7	143.8	210.9	275.5	351.5	448.7	417.1	281.2	504.2	25.5	730.7	5.7.7	183.3	307.3	335.2	344.6	231.7	167.5	182.2	470.6	270.4	268.0	689.4	604.9	568.2	351.0	244.8	417.3	213.0	0.206	469.0	1847	23.7	25.52 A 781	84.7	106.9	189.1	320.6	591.2	273.5	441.8
CWHL 2005-27	CWHL 2005-28	CWHL 2005-29	CWHL 2005-3	CWHL 2005-30	CWHL 2005-31	CWHL 2005-4	CWHI 2005-9	CWHL 2005-HY10	CWHL 2005-HYB1	CWHL 2005-HYB2	CWHL 2005-HYB3	CWHL 2005-HYB4	CWHL 2005-HYB5	CWHL 2005-HYB6	CWHL 2005-HYB7	CWHL 2005-HYB8	CVVHL ZUUS-HYB9	CWHL 2005-J1	CWH 2003-32	CWHI 2005-12	CWHI 2006-1	CWHI 2006-10	CWHI 2006-11	CWHL 2006-12	CWHL 2006-13	CWHL 2006-14	CWHL 2006-15	CWHL 2006-16	CWHL 2006-17	CWHL 2006-18	CWHL 2006-19	CWHL 2006-20	CWHL 2006-21	CWHL 2006-3	CWHL 2006-6	CWHL 2006-8	CWHL 2006-9	CWHL 2006-HYB1	CWHI 2006-HVB3	CWHI 2006-HYB4	CWHI 2006-HVB5	CWHI 2006-11	CWHI 2006-12	CWHL 2006-J3	CWHL 2006-J4	CWHL 2006-0A4	CWHL 2006-0A5	CWHL 2006-TM1	CWHL 2007-1

25.2 24.7 25.9 131.1 27.5 77.3 70.4 58.0 137.7	25.58 27.27 27	105.8 155.2 97.4 97.1 23.1 11.8 5.7 34.4 214.9 360.4 100.6
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29.9 39.9 11.9	39.9 9.9 9.0	24.5	15.2	19.0	9.7	22.4	45.8 46.1	31.3	26.0	28.7	32.0	18.7	31.2	31.1	17.7	66.5	23.3	35.5 37.5	c. /c	9.6 4.71	10.5	4.6			12.1 11.6	2.5	14.1	11.5	40.1	53.3	33.0	20.2		0.8	7.6	%	. 4 . –	5.2	0.1	9.0	0.7
20.0 3.45.0 3.00 3.00 3.00 5.00 5.00 5.00 5.00 5	12.3 7.8 32.7	21.9	10.4	16.1 13.8	0.6	21.8	28.9 39.0	21.2	23.6	15.2	26.0	- 1 - 0 - 0 - 0	19.2	25.7	15.7	63.8	36.8	00.00 00.00	20.0 7.0 7.0	15.2 24.8	11.8	2.9		. 6	26.0 22.6	2.57	27.8	22.3	2.79	89.7	63.4	57.2		0.3	15.1		5.5	0.5	0.1	2.3	2.1
50.8 74.3 20.2	51.2 27.7 72.3	46.4	25.5	35.1 31.8	18.6	1.44.1	74.7 85.1	52.5	49.6	43.9	57.9	38.4 38.4	50.3	56.8	33.4	130.2	60.2	99.0 2.40.0	96	24.9 42.2	22.3	7.5		. (	38.1	10.5	9. 14	33.8	107.8	143.1	96.4	77.4		<del>.</del> .	22.6	0.57	റ ത ത്	5.7	0.2	2.9	2.9
44 55.0 0.0 4.0	20.5 55.7	36.9	18.0	26.6	14.9	24.4	59.4 65.2	38.7	44.3	28.3	65.3	41.0	43.5	70.1	35.2	136.4	72.6	153.5	34.1	37.7 54.8	13.3	3.1	,	4.0	57.1	22.2	75.8	78.9	200.0	239.3	151.1	132.2	0.1	11.2	32.3	16.5	1. 4. 2. 5.	2.6	0.8	4.4	6.4
340.1 541.8 243.5	293.0 409.9 536.4	378.2 428.8	188.7	234.6	154.5	401.5	622.6 547.4	454.7	388.4	432.9	442.1	305.4 176.8	307.1	287.9	179.2	580.3	246.5	209.9	231.7	108.1	112.3	74.3		' '	56.9	31.5	149.3	85.3	370.1	544.7	237.2	68.5	. '	8.0	84.0	36.0 1	35.0	54.3	0.3	13.9	8.7
64.4 95.7 23.2	31.8 95.4	64.9	36.1	49.1	25.1	64.7	94.8	65.1	6.07	47.8	84.6	58.3 54.1	58.5	73.1	46.6	184.4	86.2	131.2	135.0	39.4 62.1	27.4	6.3		, (	50.7	16.5	63.1	47.2	154.2	196.8	132.6	98.7		4.0	31.1	5.00 4. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6.	12.8	0.5	0.2	4.5	9.4
404.5 637.5 266.7	332.0 441.7 631.9	443.2	224.8	283.7 297.6	179.6	466.1	717.3 666.2	519.8	459.3	480.7	526.7	423.9 230.9	365.6	361.0	225.8	764.7	332.6	341.1	367.6	147.5 253.2	139.8	80.6		. !	107.6	47.8	212.5	132.5	524.4	741.4	369.8	167.3		8.4	115.1	4. 4.	47.8	54.8	9.0	18.5	13.3
CWHL 2007-10 CWHL 2007-11 CWHL 2007-12	CWHL 2007-13 CWHL 2007-14 CWHL 2007-15	CWHL 2007-16	CWHL 2007-18	CWHL 2007-19	CWHL 2007-20	CWHL 2007-21	CWHL 2007-3	CWHL 2007-5	CWHL 2007-6	CWHL 2007-7	CWHL 2007-8	CWHL 2007-9 CWHL 2007-HY1	CWHL 2007-HY3	CWHL 2007-HY4	CWHL 2007-HY5	CWHL 2007-HY6	CWHL 2007-HY7	CWHL 2007-HYB1	CVVHL 2007-H 7 BZ	CWHL 2007-J1 CWHL 2007-J2	CWHL 2007-J3	CWHL 2008-1	CWL	CWL 2004-1	CWL 2004-11	CWI 2004-14	CWL 2004-3	CWL 2004-4	CWL 2004-5	CWL 2004-6	CWL 2004-7	CWL 2004-AB2	CWL 2004-BC2	CWL 2004-BC3	CWL 2004-BC4	CWL 2004-BC3	CWL 2004-ECC2	CWL 2004-S1	CWL 2004-SD2	CWL 2004-SD3	CWL 2004-SD4

	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	989 9447 9524 9525 9525 9525 9525 9525 9525 9525	0.0 0.1.3 0.1.7 0.1.4 0.1.53 0.1.5 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0
36.0% 37.4% 24.6% 38.9% 30.5% 35.4%	36.9% 38.4% 33.0% 37.6% 42.5% 42.5% 42.4% 35.4% 36.4%	39.0% 37.2% 38.8% 36.5% 36.5% 47.4% 40.6% 47.5% 41.7% 25.0%	9.5% 9.0% 9.00
8.8% 7.3% 4.9% 6.4% 4.9% 7.4%	6.5% 6.00% 7.1% 7.1% 7.1% 7.1% 7.1% 8.00% 9.4% 6.0%	6.6% 6.6% 7.2% 7.2% 10.2% 10.2% 9.9% 16.2% 9.1% 9.3% 6.2%	21.3% 8.6% 9.4% 13.5% 10.8% 13.9% 10.5% 10

1853   22.6   17.7   7.34   56.9   41.6   15.3   35.2   36.8%     1853   2034   17.7   7.34   56.9   41.6   15.3   35.0   30.6%     219   2037   71.2   71	13 21	<b>,</b>	29.8 100.7	106.3 112.2	116.5 110.3	56.4 75.7	16.6 51.2	64.2 45.2	41.4% 35.5%	55.7% 50.9%
21.9         10.7.1         10.7.2 <td>5 5</td> <td>•</td> <td>82.6</td> <td>72.7</td> <td>73.4</td> <td>56.9</td> <td>41.6</td> <td>32.0</td> <td>36.6%</td> <td>50.3%</td>	5 5	•	82.6	72.7	73.4	56.9	41.6	32.0	36.6%	50.3%
192.9         2010         172.9         148.8         102.4         46.4         80.3           192.9         7.85         168.5         102.0         77.6         24.4         80.3           190.0         84.3         162.6         102.0         77.9         14.4         80.2           100.9         24.5         14.36         80.3         73.9         19.3         58.6           292.2         24.8         34.9         28.2         19.1         79.4         80.2           182.7         12.9         74.4         81.1         100.9         40.9         80.2           65.9         44.7         25.4         81.3         20.8         16.7         11.8           57.8         46.8         69.9         44.3         20.8         11.6         20.9           15.4         103.0         11.2         11.2         11.2         11.2         11.2         11.8         11.2         11.8         10.9         11.8         10.9         10.9         10.9         10.9         10.9         10.9         10.9         10.9         10.9         10.9         10.9         10.9         10.9         10.9         10.9         10.9         10.9 <td>ర్ల అ</td> <td>. •</td> <td>03.4 21.9</td> <td>15/.1 63.7</td> <td>211.8 103.3</td> <td>165.8 35.5</td> <td>11/.1 12.2</td> <td>97.4 59.6</td> <td>46.0% 41.5%</td> <td>57.6% 55.6%</td>	ర్ల అ	. •	03.4 21.9	15/.1 63.7	211.8 103.3	165.8 35.5	11/.1 12.2	97.4 59.6	46.0% 41.5%	57.6% 55.6%
120.7         17.0         17.0         17.0         24.4         10.0         17.0         24.4         10.0         17.0         24.4         10.0         24.4         10.0         24.4         10.0         24.4         10.0         24.4         10.0         24.5         143.6         89.3         17.3         11.3         19.3         67.5           100.9         24.5         144.6         89.3         17.3         11.3         19.3 <t< td=""><td>38</td><td></td><td>92.9</td><td>201.0</td><td>172.9</td><td>148.8</td><td>102.4</td><td>80.3</td><td>37.8%</td><td>53.1%</td></t<>	38		92.9	201.0	172.9	148.8	102.4	80.3	37.8%	53.1%
108.9         54.5         143.6         89.3         73.9         19.3         57.6           152.7         247.8         143.6         89.3         73.9         19.3         19.3         57.6           152.7         17.9         167.1         141.6         100.9         47.9         18.1         18.0         19.2         18.0	3 2		30.0	84.3 5.50	152.8	110.7	81.9 9.19	62.5	51.6%	63.0%
292.2         247.8         349.3         282.5         191.2         71.3         158.0           92.7         247.8         349.3         282.5         191.2         71.3         158.0           92.7         187.1         141.8         100.9         40.9         90.2           5.4         68.8         68.9         44.9         29.8         11.5         29.8           65.9         66.4         69.2         44.3         29.8         11.5         29.8           165.4         135.0         117.0         100.0         72.2         27.8         57.1           165.4         130.0         147.4         34.1         13.4         55.6         22.7         17.8         57.1           169.4         140.4         140.0         287.9         113.0         87.8         14.5         56.6           16.1         11.2         12.2         51.4         4.4         4.6         13.8         56.1           16.1         11.2         12.2         51.4         4.6         13.8         56.1           16.2         11.0         11.0         87.8         4.6         13.8         56.1           16.2         11.0	16		6.80	54.5	143.6	93.3	73.9	57.6	57.1%	%6′.29
192.7         128.7         197.1         141.0         100.9         40.9         60.2           34.1         50.7         44.7         25.4         116.         100.9         40.9         60.2           57.8         65.4         62.9         44.3         29.8         11.5         20.8           66.9         65.4         62.9         44.3         29.8         11.5         20.8           76.9         104.1         114.0         100.0         27.2         27.8         57.2           76.9         104.1         114.0         100.0         27.2         27.8         57.2           76.9         104.1         114.0         100.0         27.2         118.0         56.0           8.1         11.2         12.2         51.4         34.1         25.2         15.2         15.2           16.1         11.2         12.2         51.4         40.0         11.5         15.2         14.0         11.5         25.2         15.2         15.2         15.2         14.0         11.5         25.2         15.2         15.2         15.2         15.2         15.2         15.2         15.2         15.2         15.2         15.2         15.2 <td><b>2</b> 2</td> <td></td> <td>92.2</td> <td>247.8</td> <td>349.3</td> <td>262.5</td> <td>191.2</td> <td>158.0</td> <td>48.6%</td> <td>65.4%</td>	<b>2</b> 2		92.2	247.8	349.3	262.5	191.2	158.0	48.6%	65.4%
347         57.7         47.4         20.1         47.4         20.1         47.4         20.1         47.4         20.1         47.4         20.1         47.5         20.1         47.5         47.5         47.5         47.5         47.5         47.5         47.5         47.5         47.6         47.5         47.6         47.5         47.6         47.7         47.7         47.7         47.7         47.7         47.7         47.7         47.7         47.7         47.7         47.7         47.7         47.7         47.7         47.7         47.7         47.7	9,0		7.70	129.7	167.1	0.141.0	9.001	80.2 16.7	30.2% 38.4%	47.40
57.8         64.8         62.9         41.3         29.8         11.5         26.9           165.4         162.4         14.3         29.8         11.5         26.9           165.4         163.4         167.0         100.0         72.2         77.8         57.2           165.4         164.1         136.3         17.4         34.1         13.4         56.9           169.4         64.8         17.2         7.4         34.1         13.4         56.9           169.4         64.8         17.2         7.4         34.1         13.4         56.1           169.4         11.2         14.2         4.0         1.2         4.5         57.1           161.1         11.2         14.2         4.0         1.2         4.5         56.6           40.7         14.1         11.2         14.2         4.0         1.2         4.5           40.7         14.1         14.2         4.0         1.2         4.5         5.1           40.7         14.1         14.1         14.1         14.1         14.1         14.1         14.1         14.1         14.1         14.1         14.1         14.1         14.1         14.1	4 œ		34.1	50.7	44.7 7.44.7	25.4	2.5	21.8	%6 62 86 62	54.7%
65.9         65.4         69.2         48.9         36.2         12.6         32.2           76.9         143.0         147.0         160.0         72.2         27.8         37.2           76.9         143.1         147.4         35.2         16.2         57.2           150.5         90.0         297.9         113.0         67.8         57.2           8.1         11.2         12.2         51.1         40         1.2         56.1           15.1         11.2         14.2         64.4         46.6         1.8         57.1           15.1         11.2         14.2         14.0         1.2         55.2           40.7         155.1         14.0         1.2         56.8         57.1           415.4         14.0         17.2         2.2.6         61.1         45.8           40.7         145.4         147.2         2.2.6         61.1         46.8         57.1           415.4         147.4         147.7         2.99.1         2.0.6         61.1         47.7         47.8           280.4         147.2         381.2         2.66.9         144.3         141.7         141.1         48.8         47.2	12		57.8	64.8	62.9	41.3	29.8	26.9	33.6%	51.5%
125.4         133.0         117.0         100.0         72.2         77.8         57.2           76.9         104.1         133.3         47.4         34.1         35.2         16.2         54.1           8.1         11.2         12.3         47.4         34.1         13.6         54.1           8.1         11.2         12.2         4.6         1.8         55.2         145.6           8.1         11.2         12.3         4.6         1.8         55.2         145.6         145.6           40.7         15.6         14.2         6.4         4.6         1.8         55.1         156.6         54.1         4.6         1.8         55.1         156.6         54.1         4.6         1.8         55.1         156.6         54.1         10.6         4.8         55.1         10.6         4.8         55.1         10.6         4.8         55.1         10.6         4.7         4.6         1.8         57.1         10.6         57.1         4.6         1.7         4.5         57.1         10.6         57.1         10.6         57.1         10.6         57.1         10.6         57.1         10.6         57.1         10.6         57.1         10.	5		65.9	65.4	69.2	48.9	36.2	32.2	37.2%	25.0%
76.9         104.1         136.3         51.4         35.2         16.2         54.1           150.5         90.0         297.3         147.4         34.1         13.4         56.1           8.1         11.2         14.2         5.1         4.0         1.2         4.5           15.1         13.2         20.4         12.3         8.9         3.4         15.6           40.7         13.6         13.7         7.37         22.6         51.1         80.0           145.4         144.4         10.7         13.3         90.6         43.3         57.1           145.4         144.4         10.3         28.9         22.6         51.1         80.0           145.4         144.4         10.3         14.7         28.9         90.6         43.3         57.1           141.1         113.2         26.8         18.2         22.6         51.1         80.0           259.5         220.4         186.9         28.1         22.2         68.5         117.7         110.2           259.4         37.1         147.2         28.1         147.2         147.2         147.2         147.2         147.2         147.2         147.2	25		25.4	133.0	117.0	100.0	72.2	57.2	38.7%	27.6%
694         648         1313         474         341         134         556           8.1         11.2         12.2         51         40         1.2         55           8.1         11.2         12.2         51         40         1.8         55           8.1         11.2         12.2         51         40         1.8         55           8.1         11.2         12.2         51         46         1.8         55           40.7         155.1         13.0         73.7         226         51.1         40.6           334.2         166.0         34.7         220.6         68.5         177.7         41.7           415.3         359.4         103.7         220.6         68.5         177.7         41.7         41.7         220.6         68.5         177.7           415.3         359.4         103.7         23.2         220.6         68.5         177.7         41.1         47.2         220.6         68.5         177.7         112.2         220.6         68.5         177.7         112.2         220.6         68.5         177.7         112.2         220.6         68.5         177.7         112.2         220.6	9		6.9	104.1	136.3	51.4	35.2	54.1	28.4%	45.7%
150.5         90.0         29.79         113.0         87.8         25.2         155.6           8.1         11.2         12.2         113.0         87.8         25.2         155.6           40.7         155.1         14.2         14.2         14.2         44.6         1.2         45.6           40.7         155.1         17.0         73.7         22.6         51.1         80.0           40.7         155.1         197.2         190.6         43.3         10.8         57.1           40.4         144.4         103.7         133.9         90.6         43.3         10.8         57.1         80.0           43.4         146.0         13.2         268.9         381.2         22.6         56.1         10.8         57.1         80.0         43.3         57.1         80.0         43.3         10.1         43.5         112.2         14.1         80.0         43.3         10.1         112.2         14.1         40.2         55.2         141.1         80.0         42.3         141.2         40.1         112.2         141.2         42.3         141.2         42.3         141.2         42.3         141.2         42.2         141.1         42.3	£ ;		69.4	64.8	131.3	47.4	34.1	55.6	35.3%	49.0%
8.1         11.2         12.2         5.1         4.0         1.2         4.5           15.1         13.6         20.4         1.2         4.0         1.2         4.5           15.1         13.6         20.4         12.3         8.9         3.4         10.6           40.7         155.1         13.0         73.7         22.6         51.1         80.0           40.7         155.1         137.0         73.7         289.1         22.6         51.1         80.0           415.3         358.4         103.7         289.1         220.6         68.5         177.7           415.3         358.4         160.7         289.1         220.6         68.5         177.7           289.5         220.4         190.9         259.5         191.7         71.2         110.4           289.4         194.9         196.9         259.5         188.3         71.2         110.4           189.5         149.0         161.9         259.5         188.3         71.2         110.4           47.8         37.7         171.8         229.5         188.3         71.2         110.4           47.8         47.2         287.3         145.	24		50.5	0.06	297.9	113.0	87.8	135.6	47.0%	58.3%
8.1         11.2         20.4         16.4         4.6         1.8         5.8           40.7         155.1         17.0         73.7         22.6         51.1         9.6           40.7         155.1         137.0         73.7         22.6         51.1         80.0           145.4         170.1         314.7         289.1         220.6         68.5         177.7           415.3         359.4         286.9         381.2         266.9         114.3         167.1           296.5         371.9         130.3         263.2         161.7         71.5         116.1           296.5         371.9         131.1         47.2         266.9         114.3         161.1           289.4         371.9         131.1         47.2         321.3         161.1         110.4           289.4         194.9         166.9         256.5         166.9         26.9         161.1         110.4           289.4         194.9         166.9         256.5         166.9         26.9         161.1         161.1         161.1         161.1         161.1         161.1         161.1         161.1         161.1         161.1         161.1         161.1	Ε,		6.1	11.2	12.2	5.1	4.0	4 ر ت ر	26.6%	49.1%
13.1         2.0.4         1.5.7         2.0.4         1.5.7         2.0.4         1.5.7         2.0.4         1.6.9         2.0.4         1.6.9         1.0.0	<del>-</del> (			11.2	14.2	4. 0.	9.4	υ ( ∞ (	33.3%	57.2%
40.7         137.0         137.1         137.1         137.1         137.1         137.2         137.9         137.1         137.1         137.1         137.2         137.2         137.2         137.3         147.2	N (		15.1	13.6	20.4	12.3	ο 6 ο 6	10.6	42.8%	80.8c
147.4         103.7         153.9         90.6         45.3         97.1           415.3         147.4         103.7         153.9         90.6         68.5         177.7           415.3         359.4         286.9         381.2         266.9         114.3         161.1           415.3         113.2         286.9         127.2         191.7         77.5         112.2           299.5         220.4         196.9         259.5         188.3         77.2         110.4           159.5         194.9         196.9         259.5         188.3         77.2         110.4           159.5         144.0         151.2         141.1         98.8         42.3         79.5           289.4         194.9         196.9         259.5         216.6         77.2         110.4           478.6         253.2         415.0         301.4         113.6         177.7         110.4           478.6         257.2         445.0         301.4         113.6         173.7         110.4           478.6         340.2         253.2         246.0         16.0         137.0           588.7         447.2         328.3         16.0         16.0	200		40.7	155.1	137.0	/3./	52.6	80.0	37.6%	55.5% 55.5%
45.5.         35.9.         36.9.         36.9.         46.1           415.3         35.9.         26.3         127.2         26.0         10.0         17.1           415.3         35.9.         26.3         127.2         91.2         36.0         55.2           269.4         371.9         313.1         447.2         321.3         125.9         181.9           289.4         196.9         26.3         191.7         71.5         112.2           289.4         196.9         26.5         188.3         71.5         110.2           478.6         347.7         171.8         295.5         216.6         78.9         87.4           478.6         346.2         25.3         478.0         341.5         186.5         76.9         181.9           478.6         346.2         25.3         216.6         78.9         87.4         181.9         181.9           478.6         346.2         25.3         478.0         341.5         186.5         187.6           588.4         412.2         249.1         269.3         238.3         165.7         72.6         187.0           159.1         139.1         141.2         140.0	0 1		40.4	144.4	31.4.7	155.9 289.1	30.6 220.6	17.77	46.2% 56.7%	02.2% 66.0%
141.1         132         968         127.2         91.2         96.2           299.5         220.4         190.3         263.2         191.7         71.5         112.2           299.4         371.9         133.1         447.2         321.3         125.9         181.9           298.4         194.9         196.9         259.5         191.7         71.5         110.4           159.5         149.0         151.2         141.1         98.8         42.3         795.           341.7         237.7         171.8         295.5         216.6         78.9         87.4           478.6         346.2         253.2         415.0         301.4         113.6         136.5           478.6         346.2         253.2         415.0         301.4         113.6         136.5           267.2         249.1         269.3         238.3         165.7         72.6         137.0           267.2         249.1         140.0         301.4         40.3         65.7         136.5           267.2         249.1         140.0         301.4         40.3         65.1         137.0           267.2         144.2         265.9         146.0	5 6		24.7 ን ጉ ን	359.4	214.7 286.9	381.2	250.0	161.1	30.7 % 49.2%	64.3%
299.5         220.4         190.3         263.2         191.7         71.5         112.2           299.4         371.9         313.1         447.2         321.3         125.9         181.9           299.4         194.9         196.9         259.5         188.3         71.2         110.4           159.5         149.0         151.2         141.1         98.8         42.3         79.5           341.7         237.7         171.8         295.5         216.6         78.9         87.4           478.6         346.2         253.2         415.0         301.4         113.6         136.5         140.4           478.6         346.2         253.2         415.0         301.4         113.6         136.5         140.6         147.2         147.6         147.6         147.6         147.6         147.6         147.6         147.6         147.6         147.6         147.6         147.6         147.6         147.6         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7         147.7 </td <td>25</td> <td></td> <td>41.1</td> <td>113.2</td> <td>95.8</td> <td>127.2</td> <td>91.2</td> <td>55.2</td> <td>50.0%</td> <td>64.6%</td>	25		41.1	113.2	95.8	127.2	91.2	55.2	50.0%	64.6%
504.4         371.9         313.1         447.2         321.3         125.9         181.9           289.4         194.9         196.9         259.5         188.3         71.2         110.4           159.5         149.0         151.2         141.1         98.8         42.3         79.5           341.7         237.7         171.8         259.5         216.6         78.9         87.4           478.6         346.2         252.2         478.0         341.5         136.5         150.6           538.4         412.2         287.9         478.0         341.5         136.5         150.6           267.2         249.1         259.3         166.7         72.6         137.0           128.3         141.2         140.0         98.6         40.3         65.7           159.1         141.2         140.0         98.6         40.3         65.7           261.2         194.8         229.6         235.9         169.9         66.0         137.0           261.2         431.1         337.2         476.3         342.6         147.2         83.1           261.2         431.1         337.2         476.3         342.6         147.2	51		99.5	220.4	190.3	263.2	191.7	112.2	20.6%	64.0%
289.4         194.9         196.9         259.5         188.3         71.2         110.4           159.5         149.0         151.2         141.1         98.8         42.3         79.5           347.7         277.7         171.8         295.5         146.6         78.9         87.4           478.6         346.2         253.2         415.0         301.4         113.6         135.6           538.4         412.2         287.9         478.0         341.5         136.5         150.6           267.2         249.1         269.3         238.3         165.7         72.6         137.0           128.3         115.4         115.7         120.7         80.4         40.3         65.7           159.1         139.1         141.2         140.0         98.6         41.5         73.4           380.6         330.0         317.6         336.0         102.3         171.7           261.2         431.1         387.2         476.3         342.6         133.7         221.4           37.7         118.3         137.7         476.3         342.6         133.7         221.4           82.1         63.0         88.3         66.9	87		04.4	371.9	313.1	447.2	321.3	181.9	51.0%	63.7%
159.5         149.0         151.2         141.1         98.8         42.3         79.5           341.7         237.7         171.8         296.5         216.6         78.9         87.4           478.6         346.2         253.2         415.0         301.4         113.6         136.5           558.4         412.2         287.9         478.0         341.5         136.5         150.6           267.2         249.1         269.3         238.3         165.7         72.6         137.0           128.3         115.4         115.7         120.7         80.4         40.3         65.7           159.1         139.1         141.2         140.0         98.6         41.5         73.4           380.6         330.0         317.6         338.2         236.0         102.3         171.7           261.2         194.8         229.6         235.9         169.9         66.0         171.7           262.8         431.1         387.2         476.3         342.6         171.7         83.1           37.7         418.3         137.7         67.0         165.0         165.0         172.4           46.7         147.3         43.9	48		89.4	194.9	196.9	259.5	188.3	110.4	53.6%	65.1%
341.7       237.7       171.8       295.5       216.6       78.9       87.4         478.6       346.2       253.2       445.0       301.4       113.6       135.6         538.4       412.2       287.9       478.0       301.4       113.6       135.6         267.2       249.1       269.3       238.3       166.7       72.6       137.0         128.3       115.4       115.7       120.7       80.4       40.3       65.7         159.1       139.1       141.2       140.0       98.6       41.5       73.4         380.6       330.0       317.6       338.2       229.0       102.3       171.7         261.2       194.8       229.6       235.9       169.9       66.0       135.2         527.8       431.1       387.2       476.3       342.6       137.7       221.4         37.7       118.3       133.7       67.6       20.4       47.2       83.1         96.7       46.7       117.2       83.3       66.9       49.8       17.1       46.1         112.9       76.0       129.3       98.6       73.5       25.1       70.0         128.0       91.6 <td>8</td> <td></td> <td>59.5</td> <td>149.0</td> <td>151.2</td> <td>141.1</td> <td>98.8</td> <td>79.5</td> <td>45.7%</td> <td>62.0%</td>	8		59.5	149.0	151.2	141.1	98.8	79.5	45.7%	62.0%
478.6         346.2         253.2         415.0         301.4         113.6         135.6           538.4         412.2         287.9         478.0         341.5         136.5         150.6           267.2         249.1         269.3         238.3         165.7         72.6         137.0           128.3         115.4         115.7         120.7         80.4         40.3         65.7           159.1         139.1         141.2         140.0         98.6         41.5         73.4           159.1         139.1         140.0         98.6         41.5         73.4           380.6         330.0         317.6         338.2         236.0         102.3         171.7           261.2         194.8         229.6         235.9         169.9         66.0         135.2           261.2         431.1         387.2         476.3         342.6         137.7         221.4           37.7         118.3         117.2         67.6         20.4         47.2         83.1           46.7         146.7         76.0         128.3         98.6         73.5         25.1         70.0           128.0         91.6         111.3         <	57		41.7	237.7	171.8	295.5	216.6	87.4	51.0%	63.4%
538.4       441.2       287.9       478.0       341.5       136.5       150.6         267.2       249.1       269.3       238.3       165.7       72.6       137.0         128.3       115.4       115.7       120.7       80.4       40.3       65.7         159.1       139.1       141.2       140.0       98.6       40.3       65.7         380.6       330.0       317.6       338.2       236.0       102.3       171.7         261.2       194.8       229.6       235.9       169.9       66.0       135.2         261.2       194.8       229.6       236.0       102.3       171.7         37.7       118.3       133.7       67.6       20.4       47.2       83.1         96.7       46.7       117.2       83.3       67.0       16.4       60.4         96.7       46.7       117.2       83.3       67.0       16.4       60.4         112.9       50.0       129.3       98.6       73.5       25.1       70.0         148.5       91.6       111.3       123.7       94.2       29.5       61.8         148.5       194.7       73.4       51.2	82		78.6	346.2	253.2	415.0	301.4	135.6	50.3%	63.0%
267.2     249.1     269.3     238.3     165.7     72.6     137.0       128.3     115.4     115.7     120.7     80.4     40.3     65.7       159.1     139.1     141.2     140.0     98.6     41.5     73.4       380.6     330.0     317.6     338.2     236.0     102.3     171.7       261.2     194.8     229.6     235.9     169.9     66.0     135.2       27.7     118.3     133.7     47.2     83.1     171.7       96.7     46.7     117.2     83.3     67.0     16.4     60.4       82.1     63.0     88.3     66.9     49.8     17.1     46.1       112.9     76.0     129.3     98.6     73.5     25.1     70.0       128.0     92.2     119.8     111.7     82.5     29.2     67.1       148.5     91.6     111.3     123.7     94.2     29.5     61.8       215.5     119.8     173.2     192.6     143.9     48.7     100.5       88.8     66.2     194.7     73.4     45.8     23.3     15.4     32.2       27.3     17.8     45.8     23.3     16.4     48.7     100.5       82.6 <td></td> <td></td> <td>38.4</td> <td>412.2</td> <td>287.9</td> <td>478.0</td> <td>341.5</td> <td>150.6</td> <td>50.3%</td> <td>63.4%</td>			38.4	412.2	287.9	478.0	341.5	150.6	50.3%	63.4%
128.3       115.4       115.7       120.7       80.4       40.3       65.7         128.1       139.1       141.2       140.0       98.6       41.5       73.4         380.6       330.0       317.6       238.2       236.0       102.3       171.7         261.2       494.8       229.6       235.9       169.9       66.0       135.2         267.8       431.1       387.2       476.3       342.6       133.7       221.4         37.7       148.3       133.7       67.0       135.7       221.4         96.7       46.7       117.2       83.3       67.0       164.4       60.4         82.1       63.0       88.3       66.9       49.8       17.1       46.1       70.0         128.0       92.2       119.8       111.7       82.5       29.2       67.1       70.0         128.0       91.6       111.3       123.7       94.2       29.5       61.8         148.5       91.6       111.3       123.7       94.2       29.5       61.8         148.5       92.2       119.7       73.4       48.7       100.5         23.4       90.       26.7       14	57		67.2	249.1	269.3	238.3	165.7	137.0	46.2%	62.0%
159.1       139.1       141.2       140.0       98.6       41.5       73.4         380.6       330.0       317.6       338.2       236.0       102.3       171.7         380.6       330.0       317.6       338.2       236.0       102.3       171.7         380.6       431.1       387.2       476.3       342.6       135.7       221.4         37.7       118.3       133.7       67.6       66.9       44.2       83.1         96.7       46.7       117.2       83.3       67.0       164.4       60.4         82.1       63.0       88.3       66.9       49.8       17.1       46.1         112.9       76.0       129.3       98.6       73.5       25.1       70.0         128.0       92.2       119.8       111.7       82.5       29.2       67.1         148.5       91.6       111.3       123.7       94.2       29.5       61.8         148.5       91.6       111.3       123.7       94.2       29.5       61.8         148.5       92.2       194.7       73.4       51.2       22.2       91.2         23.4       90.       26.7       13.4 </td <td>24</td> <td></td> <td>28.3</td> <td>115.4</td> <td>115.7</td> <td>120.7</td> <td>80.4</td> <td>65.7</td> <td>49.5%</td> <td>62.6%</td>	24		28.3	115.4	115.7	120.7	80.4	65.7	49.5%	62.6%
380.6     330.0     317.6     338.2     236.0     102.3     177.7       261.2     194.8     229.6     235.9     169.9     66.0     135.2       267.8     431.1     387.2     476.3     342.6     133.7     221.4       37.7     118.3     133.7     67.6     20.4     47.2     83.1       96.7     46.7     117.2     83.3     67.0     16.4     60.4       82.1     63.0     88.3     66.9     49.8     17.1     46.1       128.0     92.2     119.8     111.7     82.5     25.1     70.0       128.0     92.2     119.8     111.7     82.5     29.2     67.1       148.5     91.6     111.3     123.7     94.2     29.5     61.8       215.5     138.9     173.2     192.6     143.9     48.7     100.5       88.8     66.2     194.7     73.4     51.2     22.2     91.2       88.8     66.2     19.7     73.4     51.2     22.2     91.2       23.4     9.0     26.7     19.3     18.1     32.5     91.2       25.9     33.0     63.6     46.6     37.5     91.1     32.8       42.8 <td< td=""><td>53 i</td><td></td><td>59.1</td><td>139.1</td><td>141.2</td><td>140.0</td><td>98.6</td><td>/3.4</td><td>46.9%</td><td>61.9%</td></td<>	53 i		59.1	139.1	141.2	140.0	98.6	/3.4	46.9%	61.9%
201.2         194.6         2.53.9         199.9         199.2         195.2           27.8         431.1         387.2         476.3         342.6         133.7         221.4           37.7         118.3         133.7         67.0         47.2         83.1           96.7         46.7         117.2         83.3         67.0         16.4         60.4           82.1         63.0         88.3         66.9         49.8         17.1         46.1           112.9         76.0         129.3         98.6         73.5         25.1         70.0           128.0         92.2         119.8         111.7         82.5         29.2         67.1           148.5         91.6         111.3         123.7         94.2         29.5         61.8           148.5         91.6         111.3         123.7         94.2         29.5         61.8           148.5         91.6         111.3         123.7         94.2         29.5         61.8           148.5         19.4         73.4         51.2         22.2         91.2           23.4         9.0         26.7         19.3         18.1         32.8           59.6<	C		80.6	330.0	317.6	338.2	236.0	171.7	47.6%	62.0%
27.0     47.1     307.2     47.2     67.6     50.4     47.2     67.1       96.7     46.7     117.2     67.9     67.0     47.2     83.1       96.7     46.7     117.2     67.0     16.4     60.4       82.1     63.0     88.3     66.9     49.8     17.1     46.1       112.9     76.0     129.3     98.6     73.5     25.1     70.0       128.0     92.2     119.8     111.7     82.5     29.2     67.1       148.5     91.6     111.3     123.7     94.2     29.5     61.8       215.5     138.9     173.2     192.6     143.9     48.7     100.5       88.8     66.2     194.7     73.4     51.2     22.2     91.2       88.8     66.2     194.7     73.4     51.2     22.2     91.2       23.4     9.0     26.7     19.3     18.1     52.2     25.9       59.6     33.0     63.6     46.6     37.5     91.1     33.8       82.6     34.4     56.0     66.0     52.1     13.9     32.8       37.7     13.9     32.8     26.1     7.2     24.9	5 G		01.7	04.0	207.3	255.9 476.9	242.6	133.2	21.7% 40.7%	64.00
97.7     110.5     153.7     97.8     47.2     63.3     66.9     49.8     47.2     63.1       112.9     76.0     129.3     98.6     49.8     17.1     46.1       128.0     92.2     119.8     111.7     82.5     25.1     70.0       128.0     92.2     119.8     111.7     82.5     29.2     67.1       148.5     91.6     111.3     123.7     94.2     29.5     61.8       215.5     138.9     173.2     192.6     143.9     48.7     100.5       88.8     66.2     194.7     73.4     51.2     22.2     91.2       23.4     9.0     26.7     19.3     18.1     52.2     91.2       27.3     17.8     45.8     23.3     18.1     52.2     25.9       59.6     33.0     63.6     46.6     37.5     9.1     33.5       42.8     19.1     48.2     33.8     26.6     7.2     24.9       82.6     34.4     56.0     66.0     52.1     13.9     32.8	3 4		27.7	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	307.2 133.7	67.6	20.4	4.1.4	43.7%	64.9%
82.1         63.0         88.3         66.9         49.8         17.1         46.1           112.9         76.0         129.3         98.6         73.5         25.1         70.0           128.0         92.2         119.8         111.7         82.5         29.2         67.1           148.5         91.6         111.3         123.7         94.2         29.5         67.1           215.5         138.9         173.2         192.6         143.9         48.7         100.5           88.8         66.2         194.7         73.4         51.2         22.2         91.2           23.4         9.0         26.7         19.3         15.4         3.9         12.7           27.3         17.8         45.8         23.3         18.1         5.2         25.9           59.6         33.0         63.6         46.6         37.5         9.1         33.8           82.6         34.4         56.0         66.0         52.1         13.9         32.8	5 7		27.7 96.7	46.7	117.2	0.00	67.0	60.4	58.1%	%0.69
112.9         76.0         129.3         98.6         73.5         25.1         70.0           128.0         92.2         119.8         111.7         82.5         29.2         67.1           128.0         92.2         119.8         111.7         82.5         29.2         67.1           148.5         91.6         111.3         123.7         94.2         29.5         67.1           215.5         138.9         173.2         192.6         143.9         48.7         100.5           88.8         66.2         194.7         73.4         51.2         22.2         91.2           23.4         9.0         26.7         19.3         15.4         3.9         12.7           27.3         17.8         45.8         23.3         18.1         5.2         25.9           59.6         33.0         63.6         46.6         37.5         9.1         33.8           82.6         34.4         56.0         66.0         52.1         13.9         32.8	. 7		82.1	63.0	883	699	49.8	46.1	46 1%	80.6%
128.0         92.2         119.8         111.7         82.5         29.5         67.1           148.5         91.6         111.3         123.7         94.2         29.5         67.1           215.5         138.9         173.2         192.6         143.9         48.7         100.5           88.8         66.2         194.7         73.4         51.2         22.2         91.2           23.4         9.0         26.7         19.3         15.4         3.9         12.7           27.3         17.8         45.8         23.3         18.1         5.2         25.9           59.6         33.0         63.6         46.6         37.5         9.1         33.5           82.6         34.4         56.0         66.0         52.1         13.9         32.8	. 6		12.9	76.0	129.3	986	73.5	70.0	52.2%	65.1%
148.5     91.6     111.3     123.7     94.2     29.5     61.8       215.5     138.9     173.2     192.6     143.9     29.5     61.8       88.8     66.2     194.7     73.4     51.2     22.2     91.2       23.4     9.0     26.7     19.3     15.4     3.9     12.7       27.3     17.8     45.8     23.3     18.1     5.2     25.9       59.6     33.0     63.6     46.6     37.5     9.1     33.5       42.8     19.1     48.2     33.8     26.6     7.2     24.9       82.6     34.4     56.0     66.0     52.1     13.9     32.8			28.0	62.5	119.8	1117	82.5	67.1	50.7%	64.5%
215.5     138.9     173.2     192.6     143.9     48.7     100.5       88.8     66.2     194.7     73.4     51.2     22.2     91.2       23.4     9.0     26.7     19.3     15.4     3.9     12.7       27.3     17.8     45.8     23.3     18.1     5.2     25.9       59.6     33.0     63.6     46.6     37.5     9.1     33.5       42.8     19.1     48.2     33.8     26.6     7.2     24.9       82.6     34.4     56.0     66.0     52.1     13.9     32.8	24		48.5	91.6	111.3	123.7	94.2	61.8	51.5%	63.4%
88.8         66.2         194.7         73.4         51.2         22.2         91.2           23.4         9.0         26.7         19.3         15.4         3.9         12.7           27.3         17.8         45.8         23.3         18.1         5.2         25.9           59.6         33.0         63.6         46.6         37.5         9.1         33.5           42.8         19.1         48.2         33.8         26.6         7.2         24.9           82.6         34.4         56.0         66.0         52.1         13.9         32.8	35		15.5	138.9	173.2	192.6	143.9	100.5	54.4%	%8'99
23.4     9.0     26.7     19.3     15.4     3.9     12.7       27.3     17.8     45.8     23.3     18.1     5.2     25.9       59.6     33.0     63.6     46.6     37.5     9.1     33.5       42.8     19.1     48.2     33.8     26.6     7.2     24.9       82.6     34.4     56.0     66.0     52.1     13.9     32.8	15		88.8	66.2	194.7	73.4	51.2	91.2	47.4%	27.7%
27.3     17.8     45.8     23.3     18.1     5.2     25.9       59.6     33.0     63.6     46.6     37.5     9.1     33.5       42.8     19.1     48.2     33.8     26.6     7.2     24.9       82.6     34.4     56.0     66.0     52.1     13.9     32.8	n		23.4	9.0	26.7	19.3	15.4	12.7	29.6%	65.8%
59.6     33.0     63.6     46.6     37.5     9.1     33.5       42.8     19.1     48.2     33.8     26.6     7.2     24.9       82.6     34.4     56.0     66.0     52.1     13.9     32.8	4		27.3	17.8	45.8	23.3	18.1	25.9	51.6%	66.1%
42.8     19.1     48.2     33.8     26.6     7.2     24.9       82.6     34.4     56.0     66.0     52.1     13.9     32.8	o		59.6	33.0	63.6	46.6	37.5	33.5	50.3%	62.9%
826 344 56.0 66.0 52.1 13.9 32.8	9		42.8	19.1	48.2	33.8	26.6	24.9	54.6%	62.2%
	, 7		82.6	34.4	56.0	96.0	52.1	32.8	56.4%	63.0%

120.6	120.9	$\infty$	263.2	95.1	162.4	173.2	150.9	420.5	222.0	24.8	47.1	68.2	81.0	105.5	103.1	248.6	2.6	12.2	22.8	153.7	191.0	400.0	542.3 182.4	102.4	629.1	369.9	220.6	382.9	550.7	628.6	3/3.3 186.4	213.4	509.9	371.2	2.769	150.8	143.7	113.0	78.5	185.5		164 7	32.0		80.1	58.7	98.8
-	41.0%	43.6%	46.0%	%/./%	46.4% 37.0%	40.9%	40.1%	45.2%	48.0%	44.6%	48.6%	42.8%	46.5%	39.7%	42.4%	45.5%	37.3%	40.8%	51.9%	58.4%	55.1%	26.3%	50.2% 57.6%	27.5% 59.0%	58.1%	56.1%	52.6%	20.9%	53.6%	52.3%	56.8%	52.0%	54.1%	58.9%	57.2%	62.2%	51.6%	52.2%	56.0%	55.5%	28.0%	46.8%	47.8%	26.6%	~	51.6%	œ.
37.4%	21.8%	21.0%	31.0%	36.6%	23.1%	34.1%	35.5%	28.8%	31.5%	22.4%	13.3%	17.7%	19.3%	15.6%	20.7%	28.0%	10.5%	16.0%	24.9%	33.0%	30.0%	50.8%	31.8%	37.4%	33.9%	36.5%	28.4%	33.2%	32.8%	33.1%	34.0%	29.8%	31.0%	33.9%	31.0%	39.9%	35.1%	27.7%	31.6%	32.2%	35.1%	33.5%	43.2%	29.2%	27.7%	37.5%	40.4%

143.2 269.4 376.3 376.3 366.0 366.0 422.2 437.5 502.9 437.5 193.5 193.3 153.3 183.4	33.0 4.0 5.0 5.0 5.0 5.0 6.0 6.0 6.0 6.0 6.0 6.0 6.0 6	202.0 195.4 177.1 160.1 46.2 80.7 94.5 353.5 189.8
103.2% 103.1% 56.5% 55.9% 60.1% 57.2% 57.2% 60.0% 52.9% 55.8% 61.5% 61.5% 61.5% 51.9% 51.9%	20.0% 40.1% 30.9% 25.2% 38.9% 37.6% 40.5% 40.5% 40.5% 40.5% 17.6% 17.6% 17.6% 17.6% 34.0% 36.8% 36.8% 36.8% 36.8%	39.0% 40.5% 40.9% 39.1% 37.5% 41.0% 41.4% 49.0% 50.3%
34.7% 36.1% 31.0% 31.0% 39.8% 39.5% 30.7% 30.7% 29.4% 33.7% 33.7% 33.7% 33.2% 33.2% 29.5% 29.5%	4.9% 4.8% 5.2% 6.9% 22.8% 4.1% 4.1% 1.16% 1.10% 1.0% 1.2% 1.2% 1.2% 1.2% 1.2% 1.2% 1.2% 1.2	15.8% 18.8% 18.3% 17.1% 15.4% 22.2% 22.1% 24.6%

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20.5%	26.4%	21,428.4	16,478.7	29,612.9	46,091.7	45,186.6	116,209.0	58,632.7	174,841.6	Grand Total
26.9%	36.9%	43.4	109.0	167.7	276.7	75.0	456.0	294.7	750.7	CWL 2007-4
62.3%	48.7%	147.9	145.0	358.4	503.5	254.4	458.3	575.2	1,033.5	CWL 2007-2
27.9%	43.8%	40.6	88.1	179.8	267.9	73.1	301.6	310.6	612.2	CWL 2007-13
63.0%	51.0%	195.1	186.7	482.2	0.699	349.2	546.4	765.9	1,312.3	CWL 2007-1
63.3%	49.3%	113.0	115.5	250.4	365.9	211.5	347.2	395.5	742.8	CWL 2006-26
63.9%	49.7%	150.6	135.5	339.6	475.1	297.8	424.0	531.1	955.1	CWL 2006-23
63.6%	50.1%	173.9	128.0	334.3	462.4	316.9	397.3	525.3	922.6	CWL 2006-22
62.8%	49.9%	122.5	88.7	218.2	306.9	231.7	267.0	347.3	614.4	CWL 2006-21
26.8%	36.0%	41.5	108.1	137.3	245.3	76.2	439.7	241.7	681.3	CWL 2006-15
63.4%	45.1%	139.6	133.4	269.4	402.9	243.7	468.0	425.1	893.0	CWL 2006-13
63.7%	44.6%	183.2	151.6	305.3	456.9	304.9	544.0	479.3	1,023.3	CWL 2006-11
27.3%	37.0%	106.2	89.2	173.0	262.2	219.6	406.7	302.1	208.8	CWL 2005-7
26.0%	38.8%	139.7	102.8	191.2	294.0	303.5	416.9	341.4	758.3	CWL 2005-4
51.8%	35.4%	91.5	74.0	145.7	219.7	208.6	339.4	281.1	620.6	CWL 2005-3
57.4%	38.9%	175.4	159.9	297.0	456.9	356.1	658.0	517.7	1,175.7	CWL 2005-17
26.7%	35.7%	128.5	141.6	237.5	379.0	262.6	643.1	418.7	1,061.8	CWL 2005-16
%5.09	40.7%	18.8	25.7	46.2	71.8	40.5	100.0	76.2	176.3	CWL 2005-15
29.0%	42.5%	149.9	105.4	222.8	328.2	286.9	393.5	377.7	771.3	CWL 2005-14
28.0%	41.6%	149.8	104.5	209.9	314.5	300.4	393.3	362.3	755.5	CWL 2005-13

464.2	478.1	9.06	507.6	632.3	311.3	433.6	368.4	640.1	542.5	286.8	429.3	636.3	625.8	479.0	864.1	308.5	651.3	320.1	67,520.1
49.9%	52.3%	46.4%	48.9%	49.3%	43.9%	46.0%	48.4%	60.1%	57.3%	54.4%	52.8%	54.9%	%9.05	53.4%	25.9%	25.6%	58.1%	27.9%	47.4%
26.6%	76.8%	25.7%	22.0%	24.3%	21.8%	24.7%	21.9%	27.9%	28.5%	24.6%	33.2%	32.2%	32.0%	33.3%	34.2%	29.5%	31.6%	23.9%	14.2%

FILED: NEW YORK COUNTY CLERK 05/02/2012

NYSCEF DOC. NO. 301-17

RECEIVED NYSCEF: 05/02/2012

INDEX NO. 651786/2011

## EXHIBIT 17

(Millions)		Principal	Balances			Incurred-Pro	Incurred-Projected Losses			Implied (
	Not Yet				Not Yet			:	Not Yet	
Monoline No Monoline	Liquidated	Portion > 180	Portion < 180	Liquidated	Liquidated	Portion > 180	Portion < 180	Liquidated	Liquidated	Portion > 180
CWALT										
CWALT 2004-10CB	83.6	11.7	71.9	13.3	8.6	3.8	4.8	3.5	10.3%	32.8%
CWALT 2004-12CB	148.5	3.8	144.7	4.4	2.9	1.0	1.8	1.8	1.9%	27.6%
CWALT 2004-13CB	111.5	6.7	104.8	4.5	3.5	1.8	1.7	1.0	3.1%	26.8%
CWALT 2004-14T2	120.5	16.6	104.0	8.6	5.5	3.1	2.4	1.5	4.6%	18.6%
CWALT 2004-15	55.3	13.7	41.6	16.7	4.5	2.9	1.6	3.7	8.1%	21.1%
CWALT 2004-16CB	305.4	12.8	292.7	13.6	13.1	3.9	9.2	3.1	4.3%	30.5%
CWALT 2004-17CB	239.9	51.7	188.2	59.9	32.2	18.8	13.4	20.9	13.4%	36.4%
CWALT 2004-18CB	350.1	34.5	315.6	23.0	21.5	11.1	10.3	6.3	6.1%	32.3%
CWALT 2004-20T1	85.4	10.3	75.1	3.6	4.1	2.0	2.1	1.0	4.8%	19.1%
CWALT 2004-22CB	330.4	37.7	292.8	27.7	23.7	12.3	11.4	7.3	7.2%	32.8%
CWALT 2004-24CB	383.4	23.5	359.9	36.9	23.9	7.4	16.5	12.1	6.2%	31.6%
CWALT 2004-25CB	95.3	13.5	81.8	0.6	8.7	4.9	3.8	2.9	9.1%	36.0%
CWALT 2004-26T1	97.5	18.8	78.7	8.2	7.5	4.4	3.1	1.7	7.6%	23.5%
CWALT 2004-27CB	120.2	13.7	106.5	11.3	10.0	4.8	5.2	3.9	8.3%	35.1%
CWALT 2004-28CB	360.6	20.7	339.9	27.1	22.9	7.5	15.5	9.7	6.4%	36.1%
CWALT 2004-29CB	213.6	20.5	193.1	14.5	13.7	6.9	6.7	5.0	6.4%	33.9%
CWALT 2004-2CB	5.1	0.8	4.3	0.2	0.3	0.2	0.1	0.1	5.7%	23.0%
CWALT 2004-30CB	370.4	35.7	334.7	21.3	27.6	11.9	15.7	7.3	7.4%	33.3%
CWALT 2004-32CB	141.8	14.2	127.6	15.2	11.0	5.0	0.9	5.3	7.8%	35.3%
CWALT 2004-33	157.2	46.2	111.0	61.1	21.1	12.8	8.3	16.5	13.4%	27.7%
CWALT 2004-34T1	78.8	16.2	62.7	6.9	6.5	4.2	2.3	1.2	8.3%	25.9%
CWALT 2004-35T2	78.8	21.2	9.75	9.4	7.5	4.1	3.4	2.9	%9'6	19.4%
CWALT 2004-36CB	320.0	49.3	270.6	29.6	33.4	18.6	14.8	9.6	10.4%	37.6%
CWALT 2004-3T1	34.2	3.3	30.9	1.6	1.3	8.0	0.5	0.0	3.7%	23.0%
CWALT 2004-4CB	94.2	7.9	86.3	4.9	3.6	2.0	1.6	1.5	3.8%	25.2%
CWALT 2004-5CB	45.2	3.9	41.3	2.0	1.7	1.1	9.0	9.0	3.9%	28.4%
CWALT 2004-6CB	6.09	10.0	6.03	16.1	5.4	3.0	2.3	4.5	8.8%	30.5%
CWALT 2004-7T1	67.5	5.9	61.6	6.4	2.2	1.2	1.1	3.2	3.3%	19.7%
CWALT 2004-8CB	204.8	41.4	163.4	38.5	22.9	13.1	6.6	11.1	11.2%	31.5%
CWALT 2004-9T1	81.5	5.0	76.4	3.5	1.8	6.0	1.0	1.0	2.3%	17.6%
CWALT 2004-J10	41.1	7.0	34.1	4.3	3.0	1.8	1.2	6.0	7.3%	25.2%
CWALT 2004-J11	54.7	3.3	51.3	2.6	2.1	0.7	1.4	9.0	3.9%	22.4%
CWALT 2004-J12	57.5	6.1	51.4	1.9	3.2	1.7	1.5	0.5	2.6%	28.0%
CWALT 2004-J13	112.3	29.7	82.6	52.5	18.5	10.9	7.6	20.1	16.4%	36.5%
CWALT 2004-J2	6.6	9.0	9.3	0.7	0.2	0.1	0.1	0.3	2.3%	17.9%
CWALT 2004-J3	4.9	0.2	4.7	1.2	0.0	0.0	0.0	0.3	0.4%	3.1%
CWALT 2004-J5	98.1	24.5	73.6	31.1	14.4	9.1	5.2	9.5	14.6%	37.3%
CWALT 2004-J6	17.4	0.7	16.7	0.3	0.3	0.2	0.1	0.1	1.7%	20.6%
CWALT 2004-J7	86.2	23.6	62.6	38.0	12.4	8.1	4.3	12.6	14.3%	34.3%
CWALT 2004-J8	14.5	1.9	12.6	4.4	2.3	6.0	4.1	1.7	15.6%	47.0%
CWALT 2004-J9	123.4	36.5	8.98	41.0	18.9	12.3	9.9	13.8	15.3%	33.6%
CWALT 2005-10CB	501.0	47.8	453.1	25.6	39.1	18.8	20.4	9.4	7.8%	39.2%
CWALT 2005-11CB	518.3	26.0	462.3	30.0	49.2	23.1	26.1	10.7	9.5%	41.3%
CWALT 2005-14	296.7	141.6	155.1	91.9	84.6	62.4	22.3	38.7	28.5%	44.0%

Total	Collateral Losses	12.1	4.7	4.	7.0	8.2	16.3	53.2	27.7	5.1	31.0	36.1	9.11.	9.7	32.7	18 6	0.4	34.9	16.3	37.6	7.7	10.4	43.0	1.3	5.1	2.3	6.6	5.5	34.1	2.8	. c.	 	38.5	9.0	0.3	23.5	0.4	25.0	4.0	32.7	48.6	59.9	123.4
	Liquidated	26.1%	40.7%	20.9%	16.9%	22.3%	23.1%	32.0%	27.2%	28.7%	26.4%	32.9%	32.5%	24 50	35 9%	34 1%	49.1%	34.3%	34.9%	27.0%	17.5%	30.5%	32.3%	2.0%	30.2%	28.4%	28.2%	20.5%	28.9%	27.2%	21.0%	27.4%	38.2%	52.5%	25.3%	29.6%	26.7%	33.2%	39.9%	33.7%	36.8%	35.8%	42.1%
Sev/Freq	Portion < 180	8.7%	1.3%	1.6%	2.3%	3.8%	3.1%	7.1%	3.3%	2.8%	3.9%	4.6%	4.7%	0.9% 0.8%	8 8 8 %	35%	2.6%	4.7%	4.7%	7.5%	3.7%	80.9	2.5%	1.7%	1.8%	1.5%	4.6%	1.7%	%0.9	1.2%	0.0%	3.0%	9.2%	1.3%	0.3%	7.1%	%6.0	6.8%	10.8%	%9'.2	4.5%	2.6%	14.4%

44.2% 45.3% 40.0% 38.5%	34.8% 40.7% 40.3% 45.5%	42.7% 43.0% 44.8% 49.1% 49.1%	47.7% 35.7% 47.2% 46.1% 46.3% 32.7%	44.0% 33.1% 47.9% 45.7% 48.5%	44.55.8 55.88 42.68 42.98 47.38 34.68 34.68 34.68	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
26.5% 28.1% 7.9% 10.6%	16.8% 10.4% 10.0% 8.1%	10.8% 10.8% 30.9% 12.6% 11.8%	10.3% 10.3% 10.3% 13.1% 13.1%	6.8% 10.6% 15.4% 31.6% 16.6%	30.3% 36.9% 10.5% 14.0% 17.1% 32.7%	1.0 % % % % % % % % % % % % % % % % % % %
19.5 41.9 6.0 13.6	6.7 16.2 9.2 6.3 4	4 0 7 7 7 4 9 1 4 0 7 5 8 6	7.00 7.00 7.00 7.00 7.00 7.00 7.00 7.00	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	5.7.4 4.60 4.4.1 4.1.1 6.0 6.0 7.4.4	25.5 12.1 12.1 12.1 12.3 13.8 13.0 14.1 15.1 16.1 16.1 17.0 18.7 18.7 19.0 19.0 19.0 19.0 19.0 19.0 19.0 19.0
13.8 28.0 13.4 21.4	1.8 27.1 16.5 13.9	2.00 2.22 2.00 2.00 2.00 2.00 2.00 2.00	25.5 26.2 10.2 30.1 29.2 12.1 46.0	19.2 8.3 17.0 20.8 16.5	22.0 22.0 22.0 15.1 15.1 13.6	2.70.7 2.70.7 2.70.7 39.9 42.4 42.7 33.4 36.5 38.5 38.5 49.5 49.7 49.7 49.7
32.0 57.1 13.5 22.5	1.3 27.9 1.6.4 7.7 7.8	25.0 25.0 25.0 25.0 25.0 25.0	201.0 201.4 201.5 201.5 201.5 201.5 201.5 201.5	6.19 6.48 6.25 7.77 18.1	16.1 123.6 123.6 132.9 14.9 17.8 168.1 16.7	233.1 233.1 36.0 91.7 226.3 19.5 53.6 53.6 53.8 33.7 60.7 163.7
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42.3%	43.0%	34.5%	ć.	27.0%	40.5%	39.7%	37.8%	42.0%	31.8%	38.0%	42.5%	42.2%	40.2%	41.2%	42.2%	30.0%	40.0%	33.1%	41.8%	41.9%	44.40/	44.4 <i>%</i>	%2°.6%	37.4%	45.5%	41.6%	34.6%	46.6%	54.8%	36.0%	41.0%	35.0%	40.3%	41.5%	43.1%	32.0%		48.0%	43.6%	42.0%	48.2%	32.4%	45.3%	45.7%	43.1%	0	Γ.	38.4%	41.9%	34.4%
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46.1%	20.7%	46.3%	37.8%	37.6%	46.8%	49.2%	48.2%	37.7%	49.3%	43.9%	34.1%	47.8%	49.8%	35.9%	38.7%	47.6%	49.5%	47.6%	42.8%	41.3%	42.8%	43.2%	47.3%	42.3% 40.3%	46.6%	48.0%	36.5%	55.5%	20.6%	49.6%	49.4%	46.9%	48.4% 48.7%	50.8%	50.1%	48.3%	47.2%	53.1%	50.2%	50.1%	50.2%	48.8%	47.0%	52.8%	49.4%	49.3%	50.2%	49.9%
21.1%	24.0%	20.5%	20.2%	21.0%	20.0%	24.1%	21.2%	19.4%	23.2%	17.2%	16.7%	19.4%	25.4%	17.7%	17.1%	28.1%	30.1%	24.0%	20.1%	24.8%	16.0%	13.8%	16.0%	10.0%	18.3%	31.6%	21.6%	39.7%	39.0%	38.4%	36.8%	37.2%	35.9% 36.6%	34.3%	39.8%	34.6%	34.1%	40.5%	38.1%	39.4%	39.6%	38.7%	30.0%	37.2%	38.0%	38.5%	35.7%	36.4%
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44.8	15.0	37.3	48.7	61.3	72.4	21.1	55.6	72.5	24.3	33.1	17.3	123.9	39.3	19.8	23.5	40.4	42.2	55.6	0.61	17.0	33.8	10.4	10.4 4.05	25.2 25.6	) () ()	38.1	33.4	141.2	422.1	183.9	138.5	9.04.0	194.2 235.6	62.3	235.6	182.1	48.5	94.5	136.4	161.3	89.1	136.2	75.8	106.5	146.0	54.3	57.3	4.74
78.8	30.9	75.5	91.6	68.7	141.2	39.2	106.0	127.5	49.1	61.6	30.8	237.4	6.79	34.2	46.3	6.99	9.89	101.6	9.00	26.1	62.2	17.4	18.7	46.0 70.0	17.7	56.1	53.6	189.6	583.9	257.5	196.7	5.702	263.3 324.7	4.48	329.6	271.4	70.9	129.5	188.0	231.3	126.5	183.2	118.0	148.7	209.4	81.0	84.2	70.0
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97.2	29.6	80.5	128.8	109.1	154.5	42.9	115.3	192.0	49.3	75.4	50.8	259.4	78.9	55.2	8.09	84.8	85.2	116.7	1.4.4	41.2	9.87	24.0	22.0	30.9 63.7	20.0	79.4	91.6	254.6	833.6	370.8	280.0	304.1	401.5 484.2	122.7	470.3	377.3	102.8	178.0	271.9	322.2	177.5	279.1	161.2	201.7	295.6	110.2	114.2	95.1
372.9	129.0	367.8	454.5	377.6	704.4	162.6	501.1	656.1	211.2	359.0	184.2	1,224.2	267.6	193.0	270.8	237.8	227.9	424.0	496.2	105.6	389.1	126.3	117.0	239.7	9.96	177.6	248.7	478.0	1,496.5	6.699	533.9	200.0	/34.2 886.3	246.2	827.2	784.0	208.0	319.7	493.4	587.3	319.6	473.9	393.8	399.4	520.5	210.3	235.9	192.1
CWALT 2006-33CB	CWALT 2006-34	CWALT 2006-35CB	CWALT 2006-36T2	CWALI 2006-39CB	CWALT 2006-41CB	CWALT 2006-42		CWALT 2006-45T1	CWALT 2006-46	CWALT 2006-4CB		CWALT 2006-6CB	CWALT 2006-7CB	CWALT 2006-8T1		CWALT 2006-HY10	CWALT 2006-HY11	CWALT 2006-HY12	CVVALI 2006-HY13	CWALT 2006-HY3	CWALI 2006-J1	CWALT 2006-J2	CWALI 2006-J3	CWALT 2006-34	CWALT 2006-J6	CWALT 2006-J7	CWALT 2006-J8	CWALT 2006-OA1	CWALT 2006-0A10	CWALT 2006-OA11	CWALT 2006-0A12	CWALI 2006-0A14	CWALT 2006-0A16 CWALT 2006-0A17	CWALT 2006-0A18	CWALT 2006-OA2	CWALT 2006-0A21	CWALT 2006-OA22	CWALT 2006-OA3	CWALT 2006-OA6	CWALT 2006-OA7	CWALT 2006-OA8	CWALT 2006-OA9	CWALT 2006-OC1	CWALT 2006-OC10	CWALT 2006-OC11	CWALT 2006-OC2	CWALT 2006-OC3	CWALT 2006-OC4

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66.2 2.5.3 2.98.4 2.98.8 3.30 9.80 9.80	60.1 17.2 17.2 34.8 36.6 47.8 32.1	L. L. 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	116.5 27.2 29.6 45.0 46.5 31.6 67.4	4 / 6 4 / 7 8 / 1 / 1 8 / 1 4 / 2 5 / 4 / 2 6 / 3 7 / 8 / 8 / 3 7 / 8 / 8 / 3 7 / 8 / 3 8 / 8 / 8 / 3 8 / 8 / 8 / 8 / 8 / 8 / 8 / 8 / 8 / 8 /	11.7 87.6 105.1 108.4 39.8 75.7 145.7 85.7 -
92.1 79.9 289.9 88.7 86.9 66.2	100.01 33.0 56.0 185.5 73.3 152.0 59.0	1.4.4 1.4.0 1.6.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1	212. 25.28 25.06 24.06 20.07 7.87 7.87 7.80 8.00 8.00 8.00 8.00	120.4 122.1 135.8 194.6 92.3 39.2 116.7 155.4 233.4	159.7 125.3 150.8 154.7 124.0 128.6 73.0 73.0 4.2
206.2 162.5 482.4 165.9 56.5 69.6	2886 2884 2896 2896 2997 2997 2997 2997 2997 2997 2997 29	19.4 30.1 75.8 74.2 141.2 66.6 80.6 107.2	63.3 63.3 63.3 63.3 63.3 7.5 63.3	145.1 288.7 212.3 172.3 62.7 56.2 56.2 214.7 214.7	27.1 137.5 133.8 133.8 198.1 64.0
118.3 110.9 389.8 136.7 370.1	422.3 422.3 121.4 439.0 400.6 608.1 531.5	188.5 4 405.2 4 495.5 170.4 315.9 361.8 361.8	760.9 217.2 171.4 370.1 364.8 55.5 33.7 428.4	428.4 605.9 314.6 421.6 227.9 227.9 176.2 335.3	226.8 185.7 216.0 205.3 418.2 227.4 127.0
129.6 111.1 388.2 125.7 94.8	229.3 229.3 229.3 84.6 221.8 27.1	52.2 67.5 144.8 147.7 110.7 140.4 65.7	245.9 55.2 85.2 97.1 151.3 123.7 61.9	277.8 201.8 235.9 88.7 46.4 46.4 248.1 368.0	233.7 219.8 232.8 83.6 158.1 311.4 193.7 -
247.8 221.9 778.0 262.4 464.3	580.3 158.2 1,059.3 523.8 829.9 318.5	240.7 472.7 564.6 643.2 287.7 426.6 676.1 502.2 365.4	1,006.8 272.3 256.7 467.2 516.1 179.2 95.1	883.3 883.7 87.6 4 306.8 367.9 168.2 424.4 691.3	460.5 373.1 432.0 448.8 169.7 363.5 729.6 421.1 206.0 127.0
CWALT 2006-OC6 CWALT 2006-OC7 CWALT 2006-OC8 CWALT 2006-OC9 CWALT 2007-10CB	CWALT 2007-1271 CWALT 2007-1271 CWALT 2007-14T2 CWALT 2007-16CB CWALT 2007-16CB CWALT 2007-16CB CWALT 2007-16CB CWALT 2007-16CB	CWALI 2007-20 CWALT 2007-21CB CWALT 2007-23 CWALT 2007-23 CWALT 2007-24 CWALT 2007-31 CWALT 2007-4CB	CWALT 2007-5CB CWALT 2007-6 CWALT 2007-7T2 CWALT 2007-9CB CWALT 2007-9T1 CWALT 2007-H73 CWALT 2007-H73	CWALT 2007-HY3 CWALT 2007-HY4 CWALT 2007-HY6 CWALT 2007-HY8C CWALT 2007-HY8C CWALT 2007-OA11 CWALT 2007-OA12 CWALT 2007-OA3	CWALI 2007-0A4 CWALT 2007-0A6 CWALT 2007-0A7 CWALT 2007-0A9 CWALT 2007-0A9 CWALT 2007-0H1 CWALT 2007-0H2 CWHEL 2006-A CWHEL 2006-A CWHEL 2007-G CWHL 2004-11

201.2	168.0	543.6	170.3	115.6	93.2	164.8	38.9	75.6	236.4		9.	198.3	87.2	53.8	73.7	125.7	145.2	130.0	100.8	157.9	134.3	87	284.6	73.0	9.99	108.2	138.2		90.2	170.7	329.8	229.8	286.1	112.2	145.3	7.46.8	229.1	338.4	222.4	173.0	217.8	217.5	78.4	165.4	Ø	166.5	217.9	88	رر 7-	- - -
52.9%	54.2%	52.6%	49.2%	20.8%	38.9%	40.2%	43.8%	40.1%	46.5%	42.9%	43.3%	37.1%	39.0%	50.1%	44.0%	42.1%	46.3%	46.2%	44.3%	44.6%	41.5%	48.9%	47.7%	46.9%	44.2%	49.6%	41.6%	51.7%	52.1%	34.7%	40.8%	44.3%	52.5%	52.1%	43.1%	44.0%	51.9%	48.9%	49.7%	50.2%	48.7%	51.9%	53.0%		48.9%	44.7%	73.1%	%0.96	77 71	_
21.9%	22.2%	23.5%	21.4%	11.4%	11.1%	11.6%	13.0%	12.1%	10.3%	8.4%	10.0%	12.2%	11.6%	12.2%	7.7%	10.5%	9.3%	14.4%	10.4%	11.7%	10.9%	11.0%	12.7%	14.4%	12.3%	10.7%	10.3%	35.8%	27.4%	12.4%	15.6%	17.3%	17.2%	17.1%	16.5%	15.1%	21.0%	19.8%	21.0%	20.3%	21.5%	21.4%	21.0%	23.5%	18.1%	18.9%	27.4%	21.4%	2 1%	7.1.70

30.8%	18.1%	25.7%	32.1%	32.9%	25.9%	30.1%	ò	39.2%	21.0%	27.1%	43.6%	25.3%	41.0%	43.3%	14.5%	18.4%	15.8%	25.4%		30.5%	31.1%	26.3%	32.9%	30.8%	27.9%	31.6%	27.8%	21.7%	39.1%	8.2%	12.2%	13.2%	0.3%	%8.T.L	71.5%	27.6%	43.3%	27.0%	26.9%	36.2%	33.9%	27.8%	26.7%	22.4%	42.3%	31.9%	28.6%	31.3%	27.4%	33.8%	24 0%
10.2%	2.0%	2.0%	10.2%	13.0%	4.4%	4.8%	ŗ	15.2%	3.4%	8.9%	19.5%	5.1%	21.7%	18.8%	%6.0	1.8%	3.7%	5.1%		2.7%	7.4%	6.5%	11.0%	10.7%	8.1%	11.1%	8.9%	2.4%	3.9%	0.4%	1.3%	0.5%	%/.0	7.5% 4.5%	4.3% 23.5%	20.07	24.4%	5.1%	6.1%	8.8%	6.4%	7.3%	7.3%	5.8%	24.0%	7.3%	7.5%	13.7%	11.2%	7.3%	%0.9
46.3	1.7	t. 5.	4.4	8.2	0.3	0.1	. (	ນ . ບັດ	5.7	6.1	5.4	2.0	40.3	19.5	9.0	0.4	6.1	1.4	1	0.3	6.0	1.0	13.1	8.1	2.7	4.2	8.6	0.3	1	, (	0.3	(0.0)	0.0		0.0 0.0	5. 6	27.8	9.9	2.7	1.7	4.0	8.1	3.2	2.3	31.2	2.8	10.5	20.6	5.5	4.9	4.2
26.9	2.6	2.7	2.4	3.8	1.5	£.	, ,	- 4	x	0.0	9.3	2.4	26.2	11.1	0.1	2.1	1.0	3.6	•	0.4	1.3	2.0	9.3	6.1	5.3	3.8	6.7	0.1	0.2	0.1	0.3	0.0	0.3	⊃ 4 Din	. 4 U. 4	5.4	17.0	13.3	6.1	5.7	6.3	14.8	9.2	6.9	17.3	9.5	26.0	20.8	14.1	7.8	10.5
42.0	2.2	2.9	3.7	10.8	1.6	2.6		4. (	9	0. j	7.9	2.5	71.1	28.5	0.1	2.2	1.0	2.7		0.5	4.	3.1	12.2	7.0	5.6	7.8	10.2	0.4	0.5	0.1	0.3	0.1	0.0	ک ن د	S. ←	1. Δ	. 45 8. 8. 8.	10.0	5.0	4.1	7.2	9.2	7.7	5.3	46.3	9.9	15.8	20.1	9.9	6.9	50
68.9	4.9	5.6	6.1	14.6	3.2	3.9	, L	0.01	5.4	15.1	11.2	4.9	97.3	39.5	0.2	4.3 ©	2.0	9.3	•	6.0	2.7	5.1	21.5	13.0	11.0	11.6	18.1	9:0	0.7	0.2	0.7	0.2	0.3	- c	0.7 6.0 6.0 7.0 7.0		62.8	23.3	11.2	8.6	13.4	24.1	16.9	12.2	63.6	16.1	41.8	40.9	20.7	14.7	16.3
150.5	8.0	5.6	13.5	24.3	2.5	1.6	1 0	29.0	5.3	23.1	13.6	7.5	109.7	53.0	3.0	2.9	4.4	14.7		0.7	4.3	6.2	37.0	29.0	21.3	14.6	31.0	6.0		i (	9.0	0.3	4.0		- 2 4: %	) \ \ \ \	72.4	20.5	10.1	7.2	13.0	25.0	12.0	10.7	77.1	8.3	36.2	62.4	17.2	14.3	13.6
538.1	234.1	101.2	48.7	79.2	65.4	72.6	1 1	7.7.7	93.3	136.7	39.5	86.5	275.3	144.0	20.1	220.5	47.2	160.1		13.6	32.1	66.2	157.8	9.66	115.0	79.9	166.8	23.0	17.9	40.9	48.0	29.0	37.5	40.7	2.70	120.9	151.1	417.3	164.4	9.66	188.7	298.3	203.3	186.2	156.3	201.4	501.2	234.7	161.1	180.3	248.4
136.4	12.3	11.3	11.5	32.7	6.3	8.6	, 6	29.0	1.1	33.3	18.1	10.0	173.4	65.7	8:0	12.1	6.1	22.5		1.6	4.5	11.8	37.0	22.7	20.2	24.6	36.8	2.1	4.1	1.0	2.8	0.0 0.0	4.2.4	2.7	).C 96.8	5. G	105.8	37.1	18.8	11.4	21.1	33.2	29.0	23.5	109.3	20.7	55.4	64.1	24.3	20.5	24.2
674.5	246.4	112.5	60.2	111.8	71.8	81.2	1 7	701.7	101.0	170.0	57.5	96.5	448.8	209.8	20.9	232.6	53.3	182.7	1	15.2	36.6	6.77	194.8	122.3	135.2	104.5	203.6	25.1	19.2	41.9	50.8	29.9	8.68	4. C. C.	92.9 241.0	127.8	256.8	454.4	183.1	111.0	209.8	331.4	232.2	209.7	265.6	222.1	556.6	298.8	185.4	200.8	272.6
CWHL 2004-12	CWHL 2004-13	CWHL 2004-14	CWHL 2004-15	CWHL 2004-16	CWHL 2004-18	CWHL 2004-19	CWHL 2004-2	CWHL 2004-20	CWHL 2004-21	CWHL 2004-22	CWHL 2004-23	CWHL 2004-24	CWHL 2004-25	CWHL 2004-29	CWHL 2004-3	CWHL 2004-5	CWHL 2004-6	CWHL 2004-7	CWHL 2004-HYB1	CWHL 2004-HYB2	CWHL 2004-HYB3	CWHL 2004-HYB4	CWHL 2004-HYB5	CWHL 2004-HYB6	CWHL 2004-HYB7	CWHL 2004-HYB8	CWHL 2004-HYB9	CWHL 2004-J2	CWHL 2004-J3	CWHL 2004-J4	CWHL 2004-J5	CWHL 2004-J6	CWHL 2004-J/	CVVHL 2004-38	CWHL 2004-38	CWHI 2005-10	CWHL 2005-11	CWHL 2005-12	CWHL 2005-13	CWHL 2005-14	CWHL 2005-16	CWHL 2005-17	CWHL 2005-18	CWHL 2005-19	CWHL 2005-2	CWHL 2005-20	CWHL 2005-21	CWHL 2005-22	CWHL 2005-23	CWHL 2005-25	CWHL 2005-26

2.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	25.0 25.0 21.1 21.1 16.6 6.9 6.9 6.9 6.9 7.4 7.4 7.7 8.0 8.0 8.0 8.0 8.0 8.0 8.0 8.0 8.0 8.0	- 1.1 9.6. 1.1.2 1.1.2 1.1.3 1.3	2 - 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 -
30.8% 13.9% 23.2% 32.8% 33.8% 13.7% 6.2%	32.9% 24.8% 26.3% 39.4% 26.3% 36.8% 36.9% 14.2% 29.2%	38.2% 20.1% 15.7% 35.4% 27.8% 26.8% 28.7% 31.8% 33.8%	47.9% -3.6% 7.9% 15.7% 38.1% 32.0% 38.4% 32.2% 21.1% 27.0% 27.0% 21.9% 40.5% 33.4% 33.4% 33.4% 33.4% 33.4% 33.4%
5.0% 1.1% 2.7% 5.0% 4.8% 1.8%	0.0% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0%	2.8% 4.1% 5.0% 6.0% 7.7.4 6.0% 7.1.2% 0.0%	2.00 2.00 3.00

30.7%	32.2%	31.1%	46.8%	24.5%	33.0%	39.6%	47.4%	43.1%	39.6%	36.3%	32.1%	31.4%	34.8%	37.7%	34.6%	40.8%	36.6%	41.6%	13.2%	24.4%	32.1%	33.2%	19.7%	36.0%	36.4%	38.4%	31.6%	32.6%	34.5%	34.4%	31.3%	26.4%	28.6%	30.8%	31.9%	55.1%	30.3%	37.9%	38.6%	40.8%	40.6%	40.6%	37.6%	31.8%	31.9%	43.6%	41.4%	26.3%	54.4%	44.6%	30.6%
7.3%	8.6%	11.2%	26.3%	%8'9	15.0%	21.5%	21.5%	24.1%	22.6%	15.7%	12.3%	13.1%	16.7%	14.2%	15.8%	21.6%	17.3%	17.5%	%2'0	%9.9	7.0%	8.0%	12.5%	11.9%	12.4%	11.9%	12.4%	11.1%	12.3%	10.6%	10.8%	%0.6	%9.6	10.2%	10.0%	42.5%	9.3%	11.6%	22.0%	21.2%	20.6%	25.8%	22.0%	9.5%	8.6	4.7%	13.8%	42.9%	40.4%	30.8%	10.7%
4. 4.	4.1	4.6	38.0	7.3	23.3	24.0	19.3	43.0	74.6	10.9	9.6	11.4	34.5	21.6	42.3	2.73	20.3	63.5	1	5.3	2.1	1.7	ω <u>;</u>	15.4	11.3	11.4	9.5	4.3	6.7	20.4	9.3	7.0	16.5	17.7	19.8	86.4	0.0	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	- 0 - 80 - 8	42.6	58.8	49.7	45.5	5.4	3.5	2.0	8.2	77.3	121.3	16.4	15.4
11.3	11.2	13.7	25.5	13.3	28.3	12.1	8.5	26.8	38.9	8.9	7.9	12.4	19.7	23.4	35.6	36.0	23.2	35.9	0.0	11.0	8.2	2.5	19.6	21.7	21.9	22.5	15.8	10.2	12.8	31.1	17.1	15.5	41.5	39.6	34.4	33.1	12.8	14.1	43.2	24.0	41.6	19.5	19.8	9.6	4.1	3.0	13.6	30.6	57.8	12.8	28.3
9.5	9.4	7.6	9.79	6.9	19.7	34.3	30.2	67.8	57.0	15.9	9.7	15.2	26.2	26.6	35.5	53.9	25.4	52.5	0.2	9.8	5.3	œ. (	3.2	14.8	19.5	18.5	12.9	8.4	9.5	18.8	12.2	8.7	24.9	22.0	22.5	116.1	, 1, c	<u>.</u>	67.1	39.2	54.8	28.2	31.7	8.2	4.2	2.0	12.6	107.1	181.2	71.5	19.1
20.8	20.6	21.3	93.1	20.2	47.9	46.3	38.7	94.6	95.9	24.8	17.6	27.6	45.9	50.1	71.1	89.9	48.6	88.4	0.2	19.6	13.5	4.4	22.8	36.4	41.5	41.0	28.7	18.6	22.3	49.9	29.3	24.2	66.4	61.6	56.9	149.2	22.7	44. ር 4 . ተ	110.4	63.2	96.4	47.7	51.5	17.8	8.3	5.0	26.1	137.6	239.0	84.3	47.5
14.4	11.5	13.7	92.0	22.2	64.1	63.9	53.1	103.4	170.8	30.3	30.3	37.5	87.7	62.7	110.9	155.6	61.1	155.5		17.1	4.8	5.1	19.1	42.7	34.0	32.2	26.8	11.4	16.5	52.9	26.3	20.3	50.7	46.1	56.6	196.0	23.9	30.3	217.3	103.5	139.3	111.9	108.3	17.6	8.6	2.0	19.9	155.1	244.2	59.6	46.0
255.8	209.1	165.9	210.2	267.6	260.7	129.0	116.4	235.4	281.0	113.8	113.5	162.7	200.3	280.7	346.1	285.0	211.8	377.9	24.3	263.0	176.2	48.9	166.8	266.2	281.5	296.2	190.9	141.7	154.6	416.0	231.3	234.9	602.5	533.5	497.5	140.3	212.2	362.3	328.3	202.0	333.9	115.3	150.1	161.7	71.5	102.3	158.8	130.5	258.0	113.0	379.3
31.0	29.3	24.4	144.4	28.2	59.5	9.98	63.6	157.3	143.9	43.9	30.3	48.3	75.3	20.8	102.6	132.1	69.4	126.3	1.2	35.2	16.5	5.5	16.5	41.1	53.7	48.4	40.8	25.8	27.5	54.6	39.1	33.0	86.9	71.5	70.7	210.7	32.6	33.0 31.0	7.871	0.96	135.1	69.4	84.4	25.7	13.2	4.6	30.3	190.1	333.2	160.5	62.6
286.9	238.4	190.4	354.6	295.8	320.2	215.6	180.0	392.7	424.9	157.7	143.8	210.9	275.5	351.5	448.7	417.1	281.2	504.2	25.5	298.2	192.8	54.4	183.3	307.3	335.2	344.6	231.7	167.5	182.2	470.6	270.4	268.0	689.4	604.9	568.2	351.0	244.8	21.7.5	502.0	298.0	469.0	184.7	234.5	187.4	84.7	106.9	189.1	320.6	591.2	273.5	441.8
CWHL 2005-27	CWHL 2005-28	CWHL 2005-29	CWHL 2005-3	CWHL 2005-30	CWHL 2005-31	CWHL 2005-4	CWHL 2005-7	CWHL 2005-9	CWHL 2005-HY10	CWHL 2005-HYB1	CWHL 2005-HYB2	CWHL 2005-HYB3	CWHL 2005-HYB4	CWHL 2005-HYB5	CWHL 2005-HYB6	CWHL 2005-HYB7	CWHL 2005-HYB8	CWHL 2005-HYB9	CWHL 2005-J1	CWHL 2005-J2	CWHL 2005-J3	CWHL 2005-J4	CWHL 2006-1	CWHL 2006-10	CWHL 2006-11	CWHL 2006-12	CWHL 2006-13	CWHL 2006-14	CWHL 2006-15	CWHL 2006-16	CWHL 2006-17	CWHL 2006-18	CWHL 2006-19	CWHL 2006-20	CWHL 2006-21	CWHL 2006-3	CWHL 2006-6	CWH 2008-8	CWHI 2006-9	CWHL 2006-HYB2	CWHL 2006-HYB3	CWHL 2006-HYB4	CWHL 2006-HYB5	CWHL 2006-J1	CWHL 2006-J2	CWHL 2006-J3	CWHL 2006-J4	CWHL 2006-0A4	CWHL 2006-0A5	CWHL 2006-TM1	CWHL 2007-1

25.2	24.7	25.9	131.1	27.5	71.3	70.4	58.0	137.7	0.07	35.8	27.7	80.5	71.7	113.4	147.6	689	151.9	0.2	24.9	 5. 6	2 C.	57.5	52.8	52.5	37.8	23.0	29.0	70.3	38.6	5.1.8 2.9	79.3	76.7	235.6	30.7	57.0	209.0	105.8	155.2	97.4	97.1	23.1	11.8	5.7	34.4	214.9	360.4	3.00.6	6.20
30.5%	35.4%	33.2%	41.4%	33.0%	36.4%	37.6%	36.4%	41.6%	45.7%	36.1%	31.7%	%6.9% 39.3%	34.4%	38.2%	37.1%	33.1%	40.9%	4	31.1%	33.8%	44.7%	36.1%	33.3%	35.5%	34.3%	38.1%	40.9%	38.6%	35.4%	37.5%	38.3%	35.0%	44.1%	33.5%	32.2%	27.1% 45.4%	41.2%	42.2%	44.4%	42.0%	30.6%	40.9%	36.2%	41.3%	49.8%	49.7%	27.5%	55.5%
4.4%	5.3%	8.3%	12.1%	2.0%	10.9%	9.4%	7.3%	11.4%	13.6%	7.8%	%O.7 7.6%	%6.4 %6.6	8.3%	10.3%	12.6%	11.0%	9.5%	0.0%	4.2% 8.2%	4.7 % %C r	11.7%		7.8%	7.6%	8.3%	7.2%	8.3%	7.5%	7.4% %9.0	% 5.0 6.0 8.0 9.0 9.0 9.0 9.0 9.0 9.0 9.0 9.0 9.0 9	7.4%	%6.9	23.6%	80.9	7.5%	13.2%	11.9%	12.4%	16.9%	13.2%	2.9%	2.7%	2.9%	8.6%	23.4%	22.4%	11.3%	0,C.1

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0.9 2.1 361.0 291.4 547.6 293.6 463.6 384.2	474.9 451.0 159.2 224.8 212.3 131.8 81.3 82.8	6.0 29.6 16.1 27.9 230.9 232.5	22.2 38.94 38.94 127.2 160.0 5.7 7.7 8.4 8.4	2.8 20.4 61.0 12.8 37.1	178.4 156.9 145.6 69.0 65.7 311.1 342.7
24.6 63.5 717.3 572.7 1,078.3 472.8 773.0 650.6	909.8 859.4 283.9 393.3 381.7 122.9 116.2	41.4 343.3 189.6 121.0 270.0 575.0 506.8	193.1 248.3 702.1 364.5 84.5 308.4 308.4	134.8 188.7 565.0 157.8 341.8	392.3 383.3 339.6 97.6 120.3 663.3 309.2
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209.9	222.8	237.5	297.0	191.2	173.0	305.3 269.4	137.3	218.2	334.3	339.6	250.4	482.2	358.4	167.7	29,612.9
314.5	328.2	379.0	456.9	294.0	262.2	456.9 402.9	245.3	306.9	462.4	475.1	365.9	969.U	503.5	276.7	46,091.7
300.4	286.9	262.6	356.1	303.5	219.6	304.9	76.2	231.7	316.9	297.8	211.5	349.2 73.1	254.4	75.0	45,186.6
393.3	393.5	643.1	658.0	416.9	406.7	544.0 468.0	439.7	267.0	397.3	424.0	347.2	301.6	458.3	456.0	116,209.0
362.3	377.7	418.7	517.7	341.4	302.1	479.3	241.7	347.3	525.3	531.1	395.5	765.9 310.6	575.2	294.7	58,632.7
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49.9%	52.3%	46.4%	48.9%	49.3%	43.9%	46.0%	48.4%	60.1%	57.3%	54.4%	52.8%	54.9%	%9.09	53.4%	25.9%	25.6%	58.1%	27.9%	47.4%
26.6%	26.8%	25.7%	22.0%	24.3%	21.8%	24.7%	21.9%	27.9%	28.5%	24.6%	33.2%	32.2%	32.0%	33.3%	34.2%	29.2%	31.6%	23.9%	14.2%

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## EXHIBIT 18

(Millions)		Princinal	Balances			Inclirred-Pro	Incurred-Projected Losses			Poilum
	Not Yet				Not Yet				Not Yet	
Mono - Shelf - Deal Name	Liquidated	Portion > 180	Portion < 180	Liquidated	Liquidated	Portion > 180	Portion < 180	Liquidated	Liquidated	Portion > 180
No Monoline										
CWALT										
CWALT 2004-10CB	83.0	11.7	71.3	13.6	9.3	4.1	5.2	3.5	11.2%	35.2%
CWALT 2004-12CB	146.9	3.9	143.0	4.7	3.5	1.1	2.4	1.9	2.4%	28.9%
CWALT 2004-13CB	110.6	8.9	103.8	4.8	4.1	1.9	2.2	1.1	3.7%	27.8%
CWALT 2004-14T2	118.9	18.8	100.1	8.6	6.5	3.7	2.8	1.4	2.5%	19.5%
CWALT 2004-15	54.8	14.3	40.5	16.7	5.0	3.2	1.8	3.7	9.1%	22.1%
CWALT 2004-16CB	302.9	13.2	289.7	13.6	16.1	4.2	11.9	3.2	5.3%	31.8%
CWALT 2004-17CB	238.0	51.9	186.0	6.09	34.7	19.5	15.2	21.4	14.6%	37.6%
CWALT 2004-18CB	347.4	35.0	312.3	23.4	25.4	11.8	13.6	6.5	7.3%	33.7%
CWALT 2004-20T1	84.7	6.6	74.8	3.6	4.7	2.1	2.6	1.0	2.6%	21.4%
CWALT 2004-22CB	327.5	38.2	289.3	28.0	28.1	13.3	14.7	7.4	8.6%	35.0%
CWALT 2004-24CB	380.2	24.6	355.6	37.3	29.7	8.2	21.5	12.2	7.8%	33.4%
CWALT 2004-25CB	95.1	13.5	81.6	9.1	10.5	5.2	5.3	3.0	11.1%	38.5%
CWALT 2004-26T1	96.2	18.5	77.8	8.2	8.6	4.5	4.1	1.7	8.9%	24.4%
CWALT 2004-27CB	119.1	13.7	105.4	11.6	12.2	5.0	7.2	4.0	10.2%	36.4%
CWALT 2004-28CB	358.0	21.4	336.6	27.1	27.8	8.0	19.8	9.6	7.8%	37.6%
CWALT 2004-29CB	211.9	20.7	191.2	15.1	16.5	7.3	9.2	5.2	7.8%	35.3%
CWALT 2004-2CB	5.1	1.0	4.0	0.2	0.3	0.2	0.1	0.1	6.5%	24.0%
CWALT 2004-30CB	365.7	35.0	330.8	22.6	32.2	12.2	20.0	8.0	8.8%	34.7%
CWALT 2004-32CB	141.3	14.5	126.8	15.2	13.6	5.4	8.2	5.2	9.6%	37.3%
CWALT 2004-33	156.2	45.1	111.0	61.7	23.7	13.2	10.5	16.8	15.2%	29.3%
CWALT 2004-34T1	78.0	15.9	62.0	6.9	7.8	4.2	3.6	1.2	10.0%	26.5%
CWALT 2004-35T2	78.4	21.2	57.1	9.4	8.7	4.6	4.1	2.9	11.1%	21.5%
CWALT 2004-36CB	317.8	48.2	269.6	30.6	38.6	18.8	19.8	10.1	12.2%	39.0%
CWALT 2004-3T1	33.7	3.7	30.0	1.6	4.1	6.0	9.0	0.0	4.3%	23.9%
CWALT 2004-4CB	94.0	8.6	85.4	4.9	4.4	2.3	2.1	1.5	4.7%	26.9%
CWALT 2004-5CB	44.4	3.9	40.5	2.0	2.0	1.2	0.8	9.0	4.4%	29.8%
CWALT 2004-6CB	60.4	10.5	49.8	16.1	6.2	3.2	3.0	4.5	10.2%	30.4%
CWALT 2004-7T1	65.5	5.0	60.5	7.0	2.3	1.0	1.3	3.2	3.5%	20.5%
CWALT 2004-8CB	202.8	41.3	161.5	39.4	24.3	13.5	10.8	11.5	12.0%	32.6%
CWALT 2004-9T1	81.3	4.6	76.8	3.5	2.4	0.8	1.6	1.0	2.9%	16.9%
CWALT 2004-J10	40.5	7.4	33.1	4.3	3.4	1.9	1.4	6.0	8.3%	26.1%
CWALT 2004-J11	53.8	3.5	50.3	2.6	2.6	6.0	1.7	0.5	4.9%	26.8%
CWALT 2004-J12	57.4	6.4	51.0	6.1	4.0	1.8	2.1	0.5	%6.9	28.5%
CWALT 2004-J13	110.6	29.8	80.7	52.7	21.0	11.3	9.6	20.2	19.0%	38.0%
CWALT 2004-J2	6.6	8.0	9.1	0.7	0.3	0.2	0.1	0.3	2.9%	25.2%
CWALT 2004-J3	4.7	0.2	4.4	1.2	0.0	0.0	0.0	0.3	%2'0	4.7%
CWALT 2004-J5	9.96	24.2	72.4	31.4	15.5	9.3	6.2	9.3	16.1%	38.6%
CWALT 2004-J6	17.0	0.7	16.3	0.3	0.4	0.2	0.2	0.1	2.4%	22.5%
CWALT 2004-J7	84.6	23.1	61.5	39.3	13.3	8.3	5.0	13.2	15.7%	35.8%
CWALT 2004-J8	14.5	2.0	12.5	4.4	2.7	6.0	1.8	6.	18.7%	47.3%
CWALT 2004-J9	122.0	35.2	86.8	41.8	21.6	12.2	9.4	14.3	17.7%	34.6%
CWALT 2005-10CB	496.5	47.5	449.0	26.7	46.5	19.3	27.2	6.6	9.4%	40.7%
CWALT 2005-11CB	515.3	57.2	458.0	30.6	57.4	24.2	33.3	11.1	11.1%	42.3%
CWALT 2005-14	293.8	143.7	150.1	94.2	91.4	64.3	27.1	39.7	31.1%	44.8%

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Total	Collateral	12.8	5.4	5.2	8.0	8.7	19.3	56.1	31.8	5.8		41.9	13.5	10.3	16.2	37.6	21.8	0.4	40.2	18.8	40.5	0.6	11.6	48.8	1.5	5.9	2.6	10.7	5.5	35.7	3.4	6.3	. y.	4. 2 0. 4	- C	9.0	0.3	24.9	0.5	26.5	4.5	35.9	56.4	9.89	131.1
	Liguidated	26.0%	40.5%	22.3%	16.8%	22.2%	23.1%	35.1%	27.6%	28.8%	26.5%	32.8%	32.8%	21.3%	34.5%	36.1%	34.7%	49.1%	35.4%	34.5%	27.2%	17.5%	30.7%	33.2%	2.0%	30.2%	28.4%	28.2%	45.5%	29.1%	28.0%	21.0%	18.9%	27.4%	30.2%	07.5% 07.3%	25.3%	29.7%	26.7%	33.7%	40.5%	34.2%	37.2%	36.4%	42.2%
sev/Freq	Portion < 180	7.2%	1.7%	2.1%	2.8%	4.6%		8.2%	4.3%	3.5%	5.1%	%0.9	6.5%	5.2%	8.9	2.9%	4.8%	2.1%	6.1%	6.4%	9.5%	2.8%	7.2%	7.4%		2.4%	2.0%		2.1%			4.3%	3.3%	ላ ላ	86.11	%0°L	0.5%	8.6%	1.5%	8.1%	14.2%	10.8%	6.1%	7.3%	18.0%

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35.3 59.5 13.7 14.2 15.5 16.0 16.0 17.5	11.7 26.7 50.7 106.7 20.0 8.9 8.9 7.1 4.9 18.3 34.4 19.7	7.47. 16.5. 17.1.5. 17.1.5. 19.3. 2.40.3. 37.1. 232.1. 232.1. 19.1. 6.5. 6.5. 6.5. 8.5. 10.1. 6.5. 18.5.
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4 7.5 9.8 9.8 9.8 9.8 9.8 9.8 9.8 9.8	15.7 103.8 103.8 12.6.2 22.6.2 34.4 15.7 15.1 194.0 194.0 194.0	30.6 23.3 27.0.2 23.0 63.2 28.8 28.8 414.9 56.8 380.1 30.9 115.1 115.1 115.1 12.2 28.2 28.2
99.7 172.9 300.8 351.0 26.4 457.2 284.1 210.4 114.8 198.4 230.8 300.1 171.5 171.5 171.5	182.2 320.7 200.9 145.9 260.8 509.6 134.9 194.4 178.9 178.9 178.9 179.3	184.5 234.7 186.6 386.4 122.8 444.2 287.8 377.6 205.7 468.7 197.2 79.9 232.5 364.8 364.8 364.8 364.8 472.1 107.6 88.6
71.3 128.7 33.9 59.7 14.5 67.4 41.7 171.4 23.9 30.6 63.1 18.1 18.1 133.6 43.9	26.1 56.8 106.8 37.1 233.7 55.0 26.3 26.3 36.4 42.4 42.4 42.4 97.3 221.0	41.4 36.8 36.6 35.8 47.2 47.2 47.0 47.4 47.4 47.7 4.5 6.7 7.8 6.7 7.6 97.6
334.7 301.6 334.7 40.9 524.6 325.9 3313.3 381.9 138.7 229.0 457.9 363.2 129.2 244.9 305.1	208.2 377.5 377.5 183.0 494.5 564.6 197.9 197.9 221.2 212.6 482.8 605.3	225.9 223.2 742.3 170.0 526.5 330.3 1,014.3 453.7 453.7 938.7 948.4 439.3 550.6 397.3
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43.4%	45.8%	51.2%	46.4%	36.7%	47.3%	48.8%	39.6% 47.4%	39.5%	49.3%	51.6%	20.9%	51.4%	48.6%	48.1%	43.3%	45.3%	52.9%	37.1%	37.070	44.0%	41.4%	44.0% %0.46	32.170	47.5% 34.7%	37.7%	32.7%	31.5%	39.9%	51.4%	48.8%	41.4%	48.9%	20.0%	20.0%	38.5%	48.2%	48.8%	33.2%	49.0%	49.2 % 49.0%	46.0% 46.4%	48.4%	48.3%	50.3%	41.1%	48.7%	37.1%	46.9%	49.2%
15.0%	30.1%	40.8%	16.4%	16.1%	15.0%	38.7%	20.7%	10.0%	24.8%	38.7%	20.5%	29.8%	18.4%	20.9%	10.9%	35.8%	44.2%	15.1%	14.0%	29.1.70	14:0%	17.1%	10.9%	19.0%	%8°-	12.9%	10.4%	13.6%	29.5%	26.4%	23.6%	24.3%	32.1%	25.1%	23.2%	23.3%	20.2%	27.1%	22.1.70 25.5%	21.3%	24.7%	27.9%	20.1%	23.2%	24.9%	28.9%	22.2%	21.9%	21.7%
6.6	11.5	57.5	7.1	11.6	7.3	146.7	04.9 5.33	8.7	68.2	26.1	16.8	82.6	34.1	35.1	2.2	108.6	38.5	10.2		5. to 10.	 	4. € 6	50.7	<u>6.7</u>	, <del>,</del>	<u>,                                    </u>	6:0	3.2	54.2	33.7	22.1	25.0	26.5	13.7	29.3	44 t	47.5 5.74		50.0	28.5 - 28.5	2 6	- ς - α	0 00	22.2	45.3	54.9	26.3	31.4	16.0
24.6	10.2	35.2	17.3	17.6	20.8	91.6	90.4 50.5	24.7	8.69	23.7	20.4	65.8	62.9	61.7	15.5	23.0	15.7	22.7	9 4 0. 0	1.0.4	0.00	0.4.0	0 4	0.0	o. 4	i c	. 4. Σ ∞.	4.7	44.9	42.7	29.9	33.1	25.5	20.9	26.8	63.2	86.3	0, 6 0, 0	2. D. A. O. O. A. O.	5.50	. c.	24.5	16.7	30.7	45.0	69.4	28.9	51.2	39.0
17.3	12.3	63.9	14.4	16.5	14.2	168.1	62.0 14 6	17.8	72.4	45.1	20.5	6.77	53.1	50.5	13.5	46.4	41.6	16.4	- C - 7. C	S. /2	0.00	6.22	0 ¢	- «	ο c ο α	5.5	5.4	5.2	58.9	41.7	25.0	31.3	32.9	22.3	27.6	65.5	80.7	42.3 0.00	29.6 20.6	48.1	76.7	20.7	14.3	32.4	49.5	64.8	27.0	53.0	34.9
41.8	22.5	99.1	31.7	34.1	35.0	259.6	37.0	42.5	142.2	68.8	40.9	143.7	119.0	112.2	29.0	69.3	57.2	39.1	50.4	. 4 . 0	0.0	0. c	- 6 - 6 - 7	0.17	7.5	7.01	. 6 6.	6.6	103.8	84.4	54.9	64.4	58.3	43.2	54.4	128.7	167.0	0.7	0.10	1 00	0.00	0.85 7 V	31.0	63.1	94.5	134.2	55.9	104.2	73.9
23.4	32.4	118.8	17.6	31.4	17.2	319.0	35.5	28.0	148.5	49.6	35.1	164.8	80.1	80.0	15.8	215.4	77.5	25.3	0.72		0.00	0.45 C. 0	ນ 6 ຍິດ	0.04 0.00		οα	ာ က သ ထ	8.5	116.1	68.2	62.2	55.6	54.8	30.6	74.9	93.9	105.8	24.2	1.00.	5.00 7.09	3.2 r	02.3 48.3	20.4	47.3	118.5	122.6	65.7	68.9	36.7
239.6	47.8	117.7	161.7	167.4	203.6	325.9	435.9 141.3	378.5	426.0	90.3	158.9	330.4	537.7	430.6	235.4	91.3	50.8	214.4	203.3	1.70	100.5	724.0	130.4	107.0	0.70	67.50	75.1	60.2	236.8	233.8	172.4	200.7	116.0	127.4	163.1	415.9	661.2	7.1.0	210.7 368 5	370.4	20.00	134.7	124.5	207.4	258.7	331.2	179.0	363.5	270.1
39.7	26.9	124.9	31.1	44.9	30.1	344.3	30.7	44.9	146.7	87.4	40.3	151.5	109.3	105.0	31.3	102.3	78.6	44.1	40.7	0.0	. o. c.	0. n	4.02	30.0 19.5	5.5	14.7	14.2 5.45	13.1	114.6	85.4	60.3	64.0	65.7	44.6	71.6	135.9	165.5	0.00	73.0	2.60	- 20.5	. 5 5. 1	29.6	64.3	120.5	133.0	72.8	113.1	71.0
279.4	74.7	242.7	192.7	212.3	233.7	670.2	592.4 172.0	423.4	572.7	177.7	199.2	481.9	647.0	535.6	266.7	193.6	129.4	258.6	249.0	146.0	127.7	475.0	1/3.0	109.5	76.8	82.8	89.3	73.3	351.4	319.3	232.7	264.7	181.6	172.1	234.7	551.9	826.7	0.162	4,0,7 4,0,7	468.5	276.2	195.8	154.2	271.7	379.2	464.2	251.8	476.5	341.1
CWALT 2005-70CB	CWALT 2005-71	CWALT 2005-72	CWALT 2005-73CB	CWALT 2005-74T1	CWALT 2005-75CB	CWALT 2005-76	CWALT 2005-7711 CWALT 2005-79CB	CWALT 2005-7CB	CWALT 2005-80CB	CWALT 2005-82	CWALT 2005-83CB	CWALT 2005-84	CWALT 2005-85CB	CWALT 2005-86CB	CWALT 2005-9CB	CWALT 2005-AR1	CWALT 2005-IM1	CWALT 2005-J10	CVVALI 2003-311	OVALI 2003-312	CVVAEL 2003-313	CVVALI 2003-314	CVVAL 2003-33	CVVALI 2003-34	CVVAL 2003-33	CWALT 2005-17	CWALT 2005-3/	CWALT 2005-J9	CWALT 2006-11CB	CWALT 2006-12CB	CWALT 2006-13T1	CWALT 2006-14CB	CWALT 2006-15CB	CWALT 2006-16CB	CWALT 2006-17T1	CWALT 2006-18CB	CWALI 2006-19CB	CVVALI 2006-20CB	CWALL 2005-21CB	CWAL 2006-29CB	CWALT 2006 250B	CWAL 2005-230B	CWALT 2006-27CB	CWALT 2006-28CB	CWALT 2006-29T1	CWALT 2006-2CB	CWALT 2006-30T1	CWALT 2006-31CB	CWALT 2006-32CB

51.7 34.0 156.6 38.8 45.8 42.3 406.4 157.3	210.2 210.4 250.0 256.7 256.4 256.4 256.4 256.4 256.6 266.6	8 4 21 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2
42.4% 35.4% 48.4% 40.4% 37.0% 42.1% 46.0% 34.6%	31.0% 45.0% 50.1% 50.1% 42.6% 43.9% 36.2% 49.7% 49.5% 49.8% 35.0% 37.1% 37.1%	20.06% 20.77% 30.77% 30.77% 30.75% 46.70% 46.70% 46.70% 46.90% 46.90% 46.90% 46.90% 46.90% 46.90% 46.90% 46.90% 46.90% 46.90% 46.90% 46.90% 46.90% 46.90%
10.2% 29.9% 10.7% 10.5% 10.2% 13.9% 15.9%	6.5% 10.9% 10.9% 10.9% 10.9% 10.9% 10.9% 10.9%	6 6 8 8 8 8 8 9 7 7 1 9 7 9 8 8 8 8 8 8 8 9 7 9 9 9 9 9 9 9 9

47.6% 51.2% 47.1% 38.8% 51.3%	39.3% 48.0% 49.9% 49.3% 39.3% 49.9%	45.2% 35.3% 48.8% 50.8% 37.6% 39.7% 48.1% 50.0%	4 4 4 4 5 % 4 4 9 9 9 % 4 4 5 % 4 4 4 4 4 4 4 4 4 8 % 5 % 4 5 % 6 9 % 6 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	55.5% 38.0% 38.0% 55.5% 50.5% 49.9%	499.9% 50.9% 49.4% 48.8% 53.8% 50.8%	4 9.8% 5 4.2% 5 0.5% 5 1.1% 5 1.0%
24.2% 27.3% 23.6% 23.2% 26.3%	24.2% 23.0% 28.2% 24.2% 22.5% 26.9%	19.9% 19.2% 22.1% 20.6% 31.2% 32.9%	27.1% 23.8% 28.4% 18.7% 16.2% 20.2% 24.0%	21.1% 35.4% 35.4% 43.0% 42.7% 40.7%	40.9% 38.1% 43.7% 44.7% 43.4% 43.4%	42.2% 32.9% 41.0% 42.1% 38.8% 40.8%
21.7 9.4 25.9 34.4 46.0	37.0 37.3 14.1 47.2 72.2	18.2 76.8 76.8 30.1 17.3 26.2 40.5	49.3 40.0 20.8 28.0 6.9 7.6 7.6 26.6	295. 275. 275. 289.4 289.4 131.1 89.8 89.8 89.8 133.0	157.9 4 6.8 182.6 112.4 7.19 89.3 19.1	107.8 156.5 130.9 129.7 94.0 96.3
43.3 19.5 46.7 55.7 61.8	35.9 86.5 23.8 64.2 70.7	36.0 17.5 140.8 34.7 19.9 31.0 31.7	57.9 65.8 36.6 9.4 10.8 25.3	22.0 26.0 26.0 26.0 96.3 73.8 76.3 93.6	29.2 29.2 119.4 116.9 30.1 45.0 67.3 89.3	000 7 4 4 5 5 4 4 5 5 5 4 4 5 5 6 5 6 5 6 6 6 6
46.2 15.7 39.3 48.7 62.4	42.2 74.4 21.3 56.0 75.3	34.9 17.8 127.0 39.9 19.7 23.9 41.7	55.4 50.6 17.3 35.3 10.7 10.2 26.9	9.6 9.8 9.8 9.4.7 4.16 1.6 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5	242.2 63.2 237.7 185.5 49.0 97.0 137.5 163.8	138.5 78.4 107.3 147.1 56.6 58.5 47.3
89.5 35.2 86.0 104.4 124.2	78.1 160.8 45.1 120.2 146.1	70.8 35.3 267.8 74.6 39.6 54.9 73.4	29.8 20.1 20.1 20.1 52.2 56.2	20.2 20.2 62.7 63.2.1 281.5 215.3 226.8	359.5 92.4 357.1 302.3 79.1 141.9 204.7 253.1	198.8 128.8 161.9 226.5 88.1 77.2 77.2
48.9 20.7 56.7 90.0	89.0 82.4 28.8 97.7 166.5 25.3	45.8 35.2 172.6 67.0 68.0 101.3	115.4 107.7 50.4 7.18 16.3 34.3 7.19	60.6 60.6 64.6 189.3 585.4 249.7 192.7 175.4	312.9 96.2 375.7 215.1 67.0 138.9 182.7 244.5	215.4 244.8 244.8 360.3 259.1 186.4 187.1
272.7 98.3 281.1 324.1 350.6	215.3 543.7 117.6 382.9 457.5 161.2	278.6 133.4 954.3 187.1 139.6 208.4 148.4 139.3	304.2 37.1.8 64.3 305.0 100.1 94.3 197.9	25.7 96.5 156.0 218.8 652.8 295.2 249.0 250.4	393.3 120.0 351.1 402.8 104.2 137.0 221.9 261.1	192.2 228.8 196.5 253.7 96.8 119.7 150.9
97.1 30.7 83.6 125.5 121.6	107.4 154.7 42.7 113.7 191.6 48.4	77.2 50.4 260.2 78.4 52.4 60.3 86.7	113.2 116.6 40.7 79.3 23.8 21.6 60.6 64.1	25.4.8 8.0.6 8.26.8 8.26.8 3.66.5 3.01.5 3.01.5	484.9 122.8 466.7 375.0 100.4 180.3 228.4 322.2	278.3 162.5 198.1 291.3 112.4 114.4 92.8
369.8 129.0 364.7 449.6 472.2	322.7 698.5 160.3 496.6 649.2 209.6	355.7 1,214.5 265.5 192.1 268.8 235.1 233.8	4.7.4 4.88.5 1.05.0 38.4.3 1.23.9 2.58 2.33.6 2.33.6	200.0 95.6 177.1 246.1 473.6 1,479.7 661.7 529.3 551.9	878.2 242.7 817.8 777.8 317.3 490.3 315.7	470.5 391.3 394.6 545.0 209.2 234.0 189.3
CWALT 2006-33CB CWALT 2006-34 CWALT 2006-35CB CWALT 2006-36T2 CWALT 2006-39CB	CWALT 2006-40T1 CWALT 2006-41CB CWALT 2006-42 CWALT 2006-45T1 CWALT 2006-45T1	CWALT 2006-4CB CWALT 2006-5T2 CWALT 2006-6CB CWALT 2006-7CB CWALT 2006-8T1 CWALT 2006-9T1 CWALT 2006-HY10 CWALT 2006-HY11	CWALT 2006-HY12 CWALT 2006-HY3 CWALT 2006-HY3 CWALT 2006-J1 CWALT 2006-J2 CWALT 2006-J3 CWALT 2006-J4 CWALT 2006-J4	CWALT 2006-J6 CWALT 2006-J6 CWALT 2006-J7 CWALT 2006-OA1 CWALT 2006-OA11 CWALT 2006-OA11 CWALT 2006-OA14 CWALT 2006-OA14 CWALT 2006-OA16	CWALT 2006-0A17 CWALT 2006-0A18 CWALT 2006-0A2 CWALT 2006-0A2 CWALT 2006-0A3 CWALT 2006-0A8 CWALT 2006-0A8	CWALT 2006-0A9 CWALT 2006-0C1 CWALT 2006-0C10 CWALT 2006-0C1 CWALT 2006-0C2 CWALT 2006-0C3 CWALT 2006-0C3

51.6%	51.1%	52.1%	48.2%	49.0%	39.3%	47.8%	34.5%	45.2%	44.4%	45.6%	36.8%	37.5%	41.9%	44.1%	35.4%	45.0%	35.7%	36.1%	44.9%	37.4%	47.0%	48.4%	20.6%	35.8%	47.6%	32.6%	49.0%	52.2%	42.8%	43.6%	41.6%	51.1%	48.5%	39.9%	42.3%	44.9%	48.8%	47.1%	48.9%	48.2%	48.8%	47.8%	49.0%	48.9%	47.9%	45.5%		%2'.26		19.2%
40.5%	40.3%	40.6%	37.4%	21.7%	22.0%	23.9%	23.0%	20.3%	16.2%	19.3%	20.9%	22.1%	21.4%	15.0%	19.4%	19.9%	25.9%	19.0%	21.0%	21.3%	20.1%	24.4%	24.8%	23.2%	20.6%	19.4%	47.2%	45.3%	24.5%	28.6%	30.7%	33.0%	30.7%	29.9%	26.5%	31.7%	40.7%	37.8%	38.9%	38.5%	39.6%	38.6%	38.7%	40.5%	37.3%	36.9%		35.7%	19.6%	3.4%
110.9	89.1	257.6	83.0	29.3 27.8	56.2	6.5	20.1	52.9	15.4	19.7	48.3	29.8	9.7	13.7	32.5	37.1	64.9	30.5	36.5	45.5	25.2	73.5	14.7	15.8	23.8	53.9	33.9	50.1	52.0	120.3	96.8	94.5	33.5	55.3	25.6	31.7	74.4	107.7	65.0	48.7	68.6	63.6	21.1	42.1	68.0	39.9		152.7	62.1	6.0
33.6	31.6	112.3	37.2	53.1	61.3	20.2	28.0	110.5	47.0	51.6	91.6	36.7	29.2	39.2	6.75	61.1	31.9	40.5	79.8	52.6	41.5	124.9	38.0	28.0	48.9	49.6	24.2	10.6	73.8	130.1	76.1	103.0	51.0	54.0	23.5	54.2	50.4	85.3	62.8	52.5	62.8	9.69	22.6	66.4	120.6	2.99		53.9	24.4	3.4
65.7	57.1	200.4	59.9	46.9 85.4	65.2	17.2	35.4	102.6	37.0	42.9	80.3	32.6	22.1	30.8	6.03	9.59	41.9	39.3	61.4	53.1	31.2	119.2	29.2	31.3	46.8	49.5	59.6	32.0	69.4	120.2	80.5	118.5	42.2	54.2	20.6	7.67	121.5	173.5	114.9	90.2	106.9	112.7	42.4	79.8	149.5	87.0		16.5		£.
99.2	88.7	312.8	97.1	100.0	126.5	37.4	63.4	213.1	84.0	94.5	171.9	69.3	51.4	70.0	108.7	126.7	73.8	79.8	141.2	105.7	72.7	244.1	67.1	59.3	92.6	99.2	83.8	42.6	143.2	250.3	156.6	221.4	93.2	108.2	44.1	133.9	171.9	258.8	177.7	142.7	169.7	172.3	65.0	146.1	270.0	153.8		70.3	24.4	4.7
208.5	163.6	489.3	168.6	58.4 7 77	139.3	14.5	50.8	114.1	36.6	45.6	129.4	75.7	19.4	30.9	77.8	78.6	141.7	68.4	81.8	109.0	52.1	154.1	31.9	36.3	48.3	131.4	65.0	0.96	149.0	293.2	218.6	180.1	64.6	127.7	29.7	60.3	143.9	219.7	130.0	97.0	140.4	121.9	39.8	87.7	139.8	88.4		206.1	65.1	5.2
118.0	108.7	385.0	135.4	365.0	409.2	120.5	173.4	822.5	435.4	395.4	604.4	226.2	187.4	398.2	415.3	490.9	167.4	312.4	536.1	355.4	296.0	754.2	213.5	167.7	365.2	360.1	25.7	32.8	423.3	600.3	316.9	439.2	216.2	225.7	117.4	244.9	173.2	317.0	221.9	183.6	209.5	211.1	81.2	197.3	411.4	225.3		180.4	124.9	129.7
127.2	111.6	385.0	124.3	95.7	166.1	36.0	102.6	227.0	83.3	94.1	218.1	87.0	52.8	6.69	143.8	145.8	117.2	108.9	136.7	141.7	66.4	246.1	9.75	87.4	98.3	151.9	121.6	61.2	162.0	275.8	193.6	232.0	87.0	136.0	48.6	177.6	248.9	368.2	234.9	187.3	218.9	235.5	9.98	163.2	311.9	191.3		16.9		6.8
245.2	220.4	6.697	259.7	460.7	575.3	156.5	276.0	1,049.5	518.8	489.5	822.5	313.2	240.2	468.1	559.1	636.7	284.6	421.2	672.8	497.2	362.4	1,000.3	271.1	255.1	463.5	512.0	177.4	94.0	585.4	876.1	510.4	671.3	303.2	361.7	166.1	422.5	422.1	685.3	456.9	370.9	428.4	446.6	167.8	360.5	723.2	416.6		197.3	124.9	136.4
CWALT 2006-OC6	CWALT 2006-OC7	CWALT 2006-OC8	CWALT 2006-OC9	CWALI 2007-10CB	CWALT 2007-12T1	CWALT 2007-13	CWALT 2007-14T2	CWALT 2007-16CB	CWALT 2007-17CB	CWALT 2007-18CB	CWALT 2007-19	CWALT 2007-1T1	CWALT 2007-20	CWALT 2007-21CB	CWALT 2007-22	CWALT 2007-23CB	CWALT 2007-24	CWALT 2007-25	CWALT 2007-2CB	CWALT 2007-3T1	CWALT 2007-4CB	CWALT 2007-5CB	CWALT 2007-6	CWALT 2007-7T2	CWALT 2007-8CB	CWALT 2007-9T1	CWALT 2007-AL1	CWALT 2007-HY2	CWALT 2007-HY3	CWALT 2007-HY4	CWALT 2007-HY6	CWALT 2007-HY7C	CWALT 2007-HY8C	CWALT 2007-HY9	CWALT 2007-J2	CWALT 2007-0A11	CWALT 2007-OA2	CWALT 2007-0A3	CWALT 2007-0A4	CWALT 2007-OA6	CWALT 2007-OA7	CWALT 2007-OA8	CWALT 2007-OA9	CWALT 2007-OH1	CWALT 2007-OH2	CWALT 2007-OH3	CWHEL	CWHEL 2006-A	CWHEL 2007-G	CWHL 2004-11

210.1		180.1	105.7	182.7	43.8	83.6	766.0	114.2	220.3	99.1	61.1	83.7	141.2	163.8	138.7	177.7	151.2	97.9	317.5	81.9	75.1	119.4	153.1	117.7	92.6	195.3	270.6	316.0	126.7	163.5	9.69	165.6	246.3	366.6	242.7	4.181	2.00.0	235.9	86.1	188.2	338.0	93	223.0	9.98	5.6
53.2%		49.2% 50.1%	- 0	40.3%	44.6%	39.6%	46.3% 42.1%	43.2%	37.3%	39.3%	50.2%	44.3%	41.7%	47.3%	45.9%	44.3% 44.6%	41.7%	48.4%	47.7%	46.1%	43.7%	49.1%	41.1%	52.2%	52.2%	34.9%	41.0% % 77	52.5%	51.9%	43.3%	45.1%	52.7%	51.7%	49.0%	20.0%	50.3%	80.04 80.00	27.7%	53.0%	47.9%	48.6%	45.2%	74.1%	95.5%	17.7%
28.4%	တ	27.5% 14.6%	14.9%	15.0%	16.7%	16.2%	13.4% 1⊓.8%	13.0%	15.2%	16.2%	15.6%	%8.6	13.9%	12.4%	19.1%	13.0%	14.8%	14.0%	16.6%	17.8%	16.7%	13.4%	13.8%	43.4%	32.3%	17.4%	24.0%	23.4%	23.6%	23.9%	20.0%	22.1%	29.1%	26.9%	28.3%	20.6%	30.0%	28.3%	27.8%	33.6%	υ	29.6%	29.9%	19.6%	2.6%

30.1%	19.0%	25.3%	30.9%	32.0%	23.7%	29.4%		38.9%	19.5%	24.2%	43.7%	25.7%	41.2%	43.2%	18.1%	16.0%	16.8%	25.3%	i	30.5%	%6.C2	26.8%	33.4%	30.9%	25.8%	27.2%	25.5%	39.4%	4.2%	12.6%	13.5%	3.4%	11.2%	22.9%	41.8%	24.1%	43.1%	27.1%	35.3%	32.9%	26.2%	25.7%	42.2%	31.4%	28.4%	30.9%	28.3%	32.4%	24.3%	31.1%
11.0%	2.5%	2.8%	10.7%	13.2%	2.0%	5.3%		16.5%	4.1%	8.8%	20.8%	2.8%	23.6%	20.5%	1.4%	2.1%	4.5%	2.6%		0.0%	0,7.7	7.0% 10.1%	12.1%	11.9%	9.2%	0 2%	3.0%	4.7%	0.4%	1.7%	%9'0	%8'0	3.1%	2.6%	25.8%	6.1%	25.7%	7 1%	%6.6	7.6%	8.4%	8.6%	26.1%	%0.6	9.5%	15.8%	13.1%	8.7%	7.7%	%0.6
47.3	1.1	t.3	4.5	9.4	0.3	0.1		8.6	4.	6.3	0.9	2.0	41.5	20.2	9.0	4.0	1.3	4.	1 (	0.0 0.0		0. 6	13.2	— c	υ π ∞ ≁	- 6	<u>5</u> C	) ) ,	i	0.3	(0.0)	0.0	0.3	0.8	25.1	2.2	29.1	1.7	1.7	6.4	8.3	3.2	32.0	2.8	10.9	21.0	5.7	6.9	4.2 2.3	4.4
31.8	3.5	3.4	2.8	4.6	2.1	1.7		5.4	2.4	6.9	4.2	3.1	32.6	15.3	0.1	2.8	1.2	4.0	. (	4.0	7: 0	7.7	1.1	4.7	0.7	ວ ແ		0.3 0.3	0.1	0.5	0.0	0.2	1.2	2.0	21.1	5.8	2.00 20.00	0.0	9.9	6.8	18.6	12.2	22.0	13.3	34.5	26.9	17.3	10.4	14.8	15.8
41.6	2.4	3.0	3.6	6.6	1.5	2.5	•	11.2	4.8	8.0	7.5	2.5	72.1	27.3	0.2	2.0	1.2	5.9	, (	ນ .		ა. ბ. 1. ი.	12.5	0.7	0. r	- ه ن ه	9 C	0.5	0.0	0.4	0.1	0.1	0.3	1.5	40.4	9.	44.7	 	. 4 υ ω	6.9	8.9	7.6	46.9	6.5	16.0	19.6	6.7	6.9	6.1	9.8 8.
73.4	5.9	6.4	6.4	14.5	3.6	4.3		16.6	4.1	14.9	11.7	5.5	104.7	42.6	0.3	8.4	2.4	10.0	1 (	B. 0	0.7	0. 0 4. r	23.5	4. c	12.4 4 .0.0	2 4 2 4 2 4	<u> </u>	6.0	0.2	8.0	0.2	0.3	1.5	3.5	61.6	7.6	63.5	12.07	10.9	15.8	27.5	19.8	0.69	19.8	50.5	46.6	24.1	17.3	20.9	25.6
152.7	8.0	5.6	13.7	26.0	2.5	9.1		29.5	5.3	23.4	14.7	7.9	112.1	54.7	3.0	2.9	4.4	14.7	1 (	). )	4. o	0.7	37.2	29.6	21.3	33.2	2.55	? ,	i	9.0	0.3	0.4	1.9	1.4	0.99	6.7	75.0	10.7	7.2	13.9	25.7	12.0	78.4	8.7	37.4	63.9	17.6	14.3	13.6	14.4
530.6	227.6	98.9	48.2	78.6	64.9	72.5		71.9	91.9	135.5	39.1	86.3	268.7	144.6	19.7	215.2	46.1	155.3		13.6	20.0 20.0	65.7 100.7	126.5	98.7	114.8	7.8.7 7.7.7.7	23.0	16.9	40.2	47.1	28.5	36.1	44.6	55.9	142.1	116.5	144.0	161.6	5.96 8.36	186.1	293.0	200.2	152.6	198.8	494.9	230.7	160.6	176.4	245.7	252.0
138.4	12.7	11.8	11.5	31.1	6.3	8.6		28.7	0.6	33.0	17.2	9.6	175.3	63.1	0.8	12.7	7.1	23.4		٥. ر	0.7	21.0	4.78	22.6	20.3	25 25	2.00	- 1.	1.0	2.8	6.0	2.7	2.7	6.5	8.96	7.4	103.5	30.0 10.5	12.2	21.0	33.8	29.5	111.2	20.8	56.3	63.5	23.7	21.4	25.2	31.5
0.699	240.3	110.6	29.7	109.7	71.2	81.1		100.6	100.9	168.4	56.3	0.96	444.0	207.7	20.5	227.8	53.2	178.7	, !	- CC C	20:0 1	6.77	193.8 0.3.8	121.3	135.1	200.8	25.0	18.3	41.2	49.9	29.4	38.7	47.2	62.4	238.9	123.9	247.5	0.744 0.781	110.4	207.1	326.8	229.7	263.9	219.6	551.1	294.2	184.4	197.7	270.9	283.5
CWHL 2004-12	CWHL 2004-13	CWHL 2004-14	CWHL 2004-15	CWHL 2004-16	CWHL 2004-18	CWHL 2004-19	CWHL 2004-2	CWHL 2004-20	CWHL 2004-21	CWHL 2004-22	CWHL 2004-23	CWHL 2004-24	CWHL 2004-25	CWHL 2004-29	CWHL 2004-3	CWHL 2004-5	CWHL 2004-6	CWHL 2004-7	CWHL 2004-HYB1	CVVHL 2004-H	CVVHL 2004-H 7 B3	CVVHL 2004-H 7 B4	CVVHL 2004-HYBS	CWHL 2004-HYB6	CWHL 2004-HYB/	CWHI 2004-III BS	CWHI 2004-11 DS	CWHL 2004-J3	CWHL 2004-J4	CWHL 2004-J5	CWHL 2004-J6	CWHL 2004-J7	CWHL 2004-J8	CWHL 2004-J9	CWHL 2005-1	CWHL 2005-10	CWHL 2005-11	CWHL 2003-12	CWHL 2005-14	CWHL 2005-16	CWHL 2005-17	CWHL 2005-18	CWHL 2005-2	CWHL 2005-20	CWHL 2005-21	CWHL 2005-22	CWHL 2005-23	CWHL 2005-25	CWHL 2005-26	CWHL 2005-27

120.7 7.0 7.7 10.9 23.9 3.9 4.4	26.4 5.5 21.1 17.7 7.5 146.3 62.7 0.9 5.2 3.7	- 1. 2. 3. 3. 4. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.	
31.0% 14.0% 23.2% 32.6% 36.0% 13.8% 6.2%	33.2% 25.8% 40.7% 40.7% 37.1% 36.8% 20.6% 14.2% 9.7%	38.2% 15.9% 35.3% 27.2% 27.0% 31.5% 33.8%	47.9% -3.6% 7.9% 15.5% 38.0% 32.1% 30.6% 30.6% 31.9% 31.9% 32.9% 30.9% 30.9% 30.9%
6.0% 1.5% 3.5% 5.9% 3.2% 2.4%	7.5% 2.6% 5.1% 10.7% 3.6% 12.1% 10.6% 0.7% 1.3% 2.6%	3.1% 3.1% 3.4% 7.1% 7.5% 6.1% 6.1% 6.0% 1.9%	6.00% (1.00%)

30.5% 30.3% 46.7% 24.2% 33.0%	47.3% 39.8% 31.7% 31.7% 31.5%	37.9% 34.5% 40.9% 37.0% 13.7% 35.1% 31.3%	17.1% 33.8% 34.9% 37.9% 33.6% 35.2%	32.1% 30.7% 23.9% 30.6% 30.6% 34.8% 54.8% 31.4%	38.3% 41.1% 41.1% 37.0% 32.3% 37.1% 56.6% 54.0% 30.1% 31.3%
9.7% 12.8% 28.7% 8.3%	23.6% 27.0% 25.0% 17.6% 13.2% 18.2%	16.2% 17.7% 20.4% 19.9% 7.4% 9.5%	14.4% 13.6% 14.4% 13.8% 14.5% 14.0%	12.7% 10.7% 11.9% 12.0% 10.6% 13.6%	23.6% 23.6% 23.0% 29.5% 11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1
39.4 39.5 39.5 33.6 3.6	202 44 7 76 0 76 0 76 0 76 0 76 0 76 0 76 0 76	7.12 7.20 6.43 6.43 8.43 7.7	0.00 1.01 1.00 1.00 1.00 1.00 1.00 1.00	21.0 10.2 7.2 7.2 19.6 87.0 87.0 87.0 13.2	70 6.00
14.4 16.6 33.9 17.0 35.4	3 2 2 3 2 3 3 2 3 3 3 3 3 3 3 3 3 3 3 3	28.8 44.4 7.7.7 7.12 9.0 10.0 3.1	23.1 28.6 28.3 28.3 20.6 13.7 15.9	21.4 20.2 20.3 20.3 4.5 20.3 20.3 20.3 20.3 20.3 20.3 20.3 20.3	4.1.2 2.9.2 2.9.2 2.0.2 2.0.2 2.0.2 2.0.3 3.0.3 3.0.3 3.0.3 3.0.3 3.0.3 3.0.3 5.0.3
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205.9 163.8 207.3 264.0 254.1	116.0 230.9 279.1 110.9 112.0 159.1	274.5 344.1 282.5 210.9 371.2 22.4 258.4 47.9	162.9 259.9 276.6 291.7 189.7 139.1	410.6 227.3 231.9 591.5 523.5 487.5 137.1 207.0 358.0	324.5 324.5 199.7 328.4 113.8 159.7 70.1 99.3 157.0 130.5 252.8 1711.7 374.2 333.8
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27.0 29.0 140.1 31.8 79.4 62.1 149.1 181.1	282 282 284 285 285 285 285 285 285 285 285	37.6 225.4 378.3 103.4 71.8 73.7
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32.4%	32.1%	24.0%	33.9%	31.6%	32.7%	28.0%	31.5%	34.5%	33.7%	29.8%	32.6%	31.9%	33.3%	33.0%	29.4%	28.1%	35.2%	32.6%	35.0%	33.8%	34.7%	40.6%	45.5%	43.4%	38.9%	39.8%	43.0%	43.2%			51.7%	44.5%	47.6%	44.5%	47.8%	44.5%	46.4%	48.4%	28.6%		62.1%	48.6%	49.9%	44.9%	45.3%	88.7%	50.4%	53.4%	46.4%	26.5%	51.4%
8.8%	11.2%	7.8%	13.2%	11.9%	12.1%	13.0%	12.5%	10.0%	8.8%	12.6%	14.7%	12.4%	12.9%	11.4%	12.9%	8.9%	19.7%	16.5%	19.4%	18.3%	20.1%	21.2%	31.7%	29.7%	19.7%	19.8%	18.9%	9.4%			36.6%	30.5%	23.1%	20.9%	27.1%	21.6%	20.3%	27.3%	47.9%		16.0%	20.3%	26.4%	23.1%	21.0%	9.5%	32.2%	16.5%	21.9%	44.4%	37.0%
2.2	10.6	6.4	20.9	6.4 6. i	17.1	y. 7	9. 01 4. 4	დ	10.5	21.3	25.6	13.7	17.4	11.3	26.1	8.4	0.4 0.6	16.5	7.97	2.4. 5.4.	58.4	34.9	71.2	67.1	15.3	24.8	5.6	0.7		0.0	23.6	18.1	6.5	29.6	31.3	74.2	89.4	57.4	43.5	0.0	5.6	14.9	17.1	7.2	9.9	5.1	0.3	1.2	2.9	64.4	46.0
15.4	24.1	26.1	50.1	30.8	38.5	19.6	23.5	0.6 0.3	22.9	59.7	58.5	43.0	35.0	39.1	42.2	26.0	25.1	40.0	44.5	24.8	c. /2	33.2	48.2	49.4	13.4	25.3	14.7	3.8			12.9	12.7	3.0	16.2	13.1	43.1	59.6	35.9	21.2	•	1.1	8.1	8.2	3.9	4.2	4.7	0.1	2.0	9.0	42.9	26.2
7.7	12.8	8.1	32.1	20.9	20.4	9.0	4 (C)	8.5	21.9	29.7	38.5	20.8	23.6	15.0	25.0	11.8	19.7	19.6	24.6	15.7	63.1	36.7	58.9	58.5	15.6	24.3	11.6	3.8			26.3	21.9	8.0	27.8	22.5	69.5	90.5	64.5	58.7	1	0.3	15.0	15.0	6.3	5.8	0.5	0.1	2.3	2.1	17.2	51.8
23.1	36.9	34.2	82.2	51.8	58.9	28.6	36.8 36.8	17.8	44.8	89.3	97.0	63.8	58.6	54.1	67.2	37.7	944.9	59.5	 	40.5 r o r	150.5	70.0	107.1	107.8	29.0	49.6	26.3	7.5			39.2	34.6	11.1	44.0	35.6	112.6	150.2	100.4	79.8	ı	1.3	23.1	23.2	10.2	10.0	5.1	0.2	3.0	2.9	60.2	78.1
9.0	28.0	21.0	58.2	40.5	44.5	21.1	27.8 27.8	16.1	25.8	60.3	67.3	40.6	45.4	30.1	8.99	22.2	41.6	45.6	72.9	56.3	146.3	73.4	156.1	141.9	37.7	55.8	13.3	3.1		0.4	57.8	46.1	22.2	76.3	79.4	200.9	240.3	151.7	132.6	0.1	11.2	33.0	39.9	16.2	14.4	6.6	8.0	4.7	6.4	116.5	111.6
239.3	289.0	404.1	526.9	368.5	425.7	188.1	230.4 254.4	153.7	394.2	611.3	542.2	449.5	383.1	427.3	435.0	380.7	171.8	301.1	286.6	1/4./	567.4	238.7	208.7	228.9	106.9	189.7	112.2	71.4			26.0	64.5	30.9	148.2	84.4	365.8	543.1	234.9	9.99		8.0	82.9	27.7	30.3	34.7	53.2	0.3	13.9	9.8	104.9	110.1
23.7	40.0	33.8	94.7	66.1	62.3	32.1	47.3 42.3	24.6	64.8	99.5	118.0	65.2	7.07	45.4	85.0	41.7	56.1	0.09	70.4 1.67	46.5	181.8	90.5	129.5	134.6	40.1	61.0	27.0	8.7			6.03	49.1	16.9	62.5	47.0	156.1	195.2	133.2	100.1		0.4	30.9	30.0	14.1	12.8	0.5	0.2	4.3	4.6	30.5	100.9
263.0	329.0	437.9	621.5	434.6	488.0	220.2	7.777	178.2	459.0	710.8	660.2	514.7	453.8	472.7	520.0	422.4	227.9	361.1	35/.0	2.122	749.2	329.2	338.1	363.5	147.0	250.7	139.1	80.0			106.8	113.6	47.8	210.7	131.5	521.9	738.3	368.1	166.8	•	8.4	113.8	87.7	44.3	47.5	53.7	9.0	18.2	13.3	135.4	211.0
CWHL 2007-12	CWHL 2007-13	CWHL 2007-14	CWHL 2007-15	CWHL 2007-16	CWHL 2007-17	CWHL 2007-18	CWHL 2007-19	CWHL 2007-20	CWHL 2007-21	CWHL 2007-3	CWHL 2007-4	CWHL 2007-5	CWHL 2007-6	CWHL 2007-7	CWHL 2007-8	CWHL 2007-9	CWHL 2007-HY1	CWHL 2007-HY3	CWHL 2007-HY4	CWHL 2007-HYS	CWHL 2007-HY6	CWHL 2007-HY7	CWHL 2007-HYB1	CWHL 2007-HYB2	CWHL 2007-J1	CWHL 2007-J2	CWHL 2007-J3	CWHL 2008-1	CWL	CWL 2004-1	CWL 2004-11	CWL 2004-14	CWL 2004-2	CWL 2004-3	CWL 2004-4	CWL 2004-5	CWL 2004-6	CWL 2004-7	CWL 2004-AB2	CWL 2004-BC2	CWL 2004-BC3	CWL 2004-BC4	CWL 2004-BC5	CWL 2004-ECC1	CWL 2004-ECC2	CWL 2004-S1	CWL 2004-SD2	CWL 2004-SD3	CWL 2004-SD4	CWL 2005-10	CWL 2005-2

25.3 4 7.5 4 0.6 6 0.6 6 0.6 7 6.0 7 6.0 7 7.7 7 7 7 7		0.0 62.8 72.6 73.6 86.9 86.9 157.8 153.3 10.0 10.2 10.2 10.2 10.2 10.2 10.2 10.2
24.6% 37.8% 36.0% 36.7% 38.4% 33.9% 37.5%	42.9% 38.1% 33.7% 33.7% 36.2% 36.2% 36.2% 36.2% 36.2% 36.2% 47.6% 47.6% 47.6% 47.3% 50.3% 50.3% 50.3%	4 0.0% 39 0.0%
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	154. 358. 855.	154.4 82.0 358.7 202.2 85.3 22.0	72.4 156.5 63.3	74.2 213.5 103.3	58.9 171.8 39.4	41.6 117.2 12.2	17.2 54.6 27.2	32.5 98.7 59.5	38.1% 47.9% 46.2%	50.8% 58.0% 55.5%
131.3         56.2         145.3         146.6         68.6         73.6         27.1         68.7         68.7         73.6         27.1         68.7         68.7         73.6         73.6         73.7         73.7         73.7         73.7         73.7         73.7         73.7         73.7         73.7         73.2         73.2         73.6         183.3         77.7         73.0         73.7         73.0         73.2	, o e		201.1	175.0	154.5	101.8 78.5	52.7 25.9	8 8 6 75	39.5%	53.7% 62.0%
2888         2881         3815         2886         1831         765         1891         200           1623         1263         1863         1843         1013         765         1891         1893         1813         765         1891         5078           7.1         21,1         31,6         86         68         68         68         69         88         88           64.2         66         68         69.1         42.5         29.3         17.7         22.0         30.8%           162.3         163.2         168.3         102.1         71.0         31.1         52.0         30.8%           162.3         163.2         163.2         163.2         163.2         30.8%	213.6		82.3	153.3	114.6 95.8	83.6	31.0	62.8	53.7%	63.7%
7.1         2.1         7.2         7.2 <td>9 0</td> <td></td> <td>243.1</td> <td>351.5</td> <td>269.6</td> <td>193.1</td> <td>76.5</td> <td>159.1</td> <td>50.2%</td> <td>65.7%</td>	9 0		243.1	351.5	269.6	193.1	76.5	159.1	50.2%	65.7%
336         917         646         645         259         183         77         220         30.8%           647         646         631         426         289         177         220         34.8%           642         666         696         50.9         980         150         22.2         34.9%           776         1123         1183         102.1         77         21.1         58.2         34.9%           786         102.4         1182         55.3         34.6         17.7         58.1         34.9%           8.1         102.4         118.2         55.4         34.6         17.7         58.1         38.9%           8.1         102.4         12.2         56.4         44.1         14.5         58.9         34.8%           4.0         10.2         56.4         35.2         44.1         45.5         34.9         34.9         34.9%           4.0         10.2         56.4         36.9         37.2         34.9         34.9         34.9         34.9         34.9         34.9         34.9         34.9         34.9         34.9         34.9         34.9         34.9         34.9         34.9	0 00		21.1	37.5		3.2	5. 6. 0. 6.	16.7	31.2%	45.1%
646         646         641         426         599         128         272         34,9%           1223         1686         686         689         509         360         150         224         38,9%           1223         1686         686         686         686         686         369         360         150         324         38,9%           1223         1624         1382         1624         365         199         549         310         689         310         489 <td< td=""><td>4</td><td></td><td>20.7</td><td>45.2</td><td>25.9</td><td>18.3</td><td>7.7</td><td>22.0</td><td>30.8%</td><td>54.4%</td></td<>	4		20.7	45.2	25.9	18.3	7.7	22.0	30.8%	54.4%
1924         1936         1937         1947         1947         1947         1948 <td< td=""><td>200</td><td></td><td>64.6</td><td>63.1</td><td>42.6</td><td>29.9</td><td>12.8</td><td>27.2</td><td>34.9%</td><td>51.8%</td></td<>	200		64.6	63.1	42.6	29.9	12.8	27.2	34.9%	51.8%
766         102.4         108.2         55.4         35.5         103         54.9         31.0%           149.3         68.5         30.7         116.8         55.5         10.9         54.9         31.0%           149.3         68.5         30.7         116.8         67.5         29.4         17.7         56.1         34.9%           15.2         10.8         12.9         5.8         4.1         1.4         5.8         34.9%           15.2         10.8         12.9         5.8         4.1         1.4         5.8         49.2%           14.2         10.9         12.0	2 6		133.8	69.6 118.3	50.9 102.1	36.U 71.0	31.1	58.2	%6.08 %6.08	58.1%
69.3         63.6         132.0         52.3         34.6         17.7         56.1         39.4%           81.3         63.6         132.0         15.6         4.1         1.9         56.1         34.8%           81.5         11.6         12.2         5.6         4.1         1.9         5.8         29.3         137.5         42.8%           15.2         12.2         12.2         6.7         8.8         3.2         10.8         42.5%           42.0         15.9         12.0         1.8         3.2         10.8         42.5%           42.0         16.1         16.2         3.2         1.9         3.2         10.8         42.5%           42.0         16.1         16.2         3.2         4.1         4.5         2.8         2.8         2.8         2.8         2.8         2.8         2.8         3.2         10.8         4.7         4.7         4.7         4.7         4.7         4.7         4.7         4.7         4.8         4.7         8.8         4.7         4.7         4.7         4.7         4.7         4.7         4.7         4.7         4.7         4.7         4.7         4.7         4.7         4.7	6		102.4	138.2	55.4	35.5	19.9	54.9	31.0%	46.4%
149.3         98.3         300.7         116.8         67.5         29.3         117.5         48.2%           8.1         11.2         14.2         67         4.8         1.9         16.5         22.8%           15.2         11.29         14.2         67         4.8         1.9         6.5         22.8%           4.2.0         15.1         16.2         16.5         23.4         1.9         6.5         34.8%           4.2.0         15.1         16.5         16.8         17.5         16.8         3.2         10.8         40.5%           4.2.0         16.1         16.5         20.9         17.7         16.8         6.5         14.5         28.8         6.5         14.5         28.8         6.5         14.5         28.8         40.5	132.9		63.6	132.0	52.3	34.6	17.7	56.1	39.4%	49.9%
8.1         11.2         5.6         4.1         1.4         4.5         28.8           8.5         10.6         12.0         5.6         4.1         1.4         4.5         28.8           4.5         10.6         12.0         20.9         12.0         8         3.2         4.0         4.5           4.2.0         16.1.9         17.5         17.8         20.4         47.2         58.1         40.5%           4.2.0         16.1.9         17.2         296.9         20.0         47.2         58.1         40.5%           409.5         30.1         17.2         30.0         17.4         17.4         16.8         47.5%         40.5%           409.6         30.1         17.2         47.2         47.6         47.5         56.9         47.6%         57.5         47.6%         57.5         47.6%         57.5%         57.6%         57.5         47.6%         57.5         57.6%	ν.		88.3	300.7	116.8	87.5	29.3	137.5	49.2%	28.6%
18.5         10.8         14.2         6.7         4.8         1.9         5.8         48.8           42.0         10.8         14.2         6.7         4.8         1.9         5.8         48.8           42.0         15.0         10.8         17.5         20.4         5.7         5.0         40.5           42.0         15.9         15.0         10.8         15.3         10.8         40.5         40.5           330.1         177.5         20.2         20.4         77.4         179.8         40.5           409.5         30.1         30.2         20.4         77.4         179.8         30.9           208.4         113.0         97.8         130.0         91.1         38.9         56.6         51.5%           208.4         113.0         97.8         130.0         91.1         138.9         56.6         51.5%           208.4         113.0         97.8         140.0         91.1         17.4         118.8         58.5         58.5         58.5         58.5         50.9%           208.5         140.0         97.8         140.0         98.4         47.8         47.8         47.8         47.8         47.8	<u>o</u>		11.2	12.2	5.6	4.1	1.4	4.5	28.8%	51.1%
17.2         17.3         7.5 </td <td>ത്ര</td> <td></td> <td>10.8</td> <td>14.2</td> <td>6.7</td> <td>8.4</td> <td>0. 0. 0</td> <td>r. (</td> <td>34.8%</td> <td>56.6%</td>	ത്ര		10.8	14.2	6.7	8.4	0. 0. 0	r. (	34.8%	56.6%
42.9         145.6	χiα		12.9	20.9	12.0 78 5	∞ <sup>κ</sup> κ	3.2	20.8	42.5%	57.6%
330.1         177.2         317.6         296.9         220.4         76.4         179.8         58.5%           409.5         380.8         390.2         284.8         177.4         163.6         50.9%           139.4         130.0         97.8         130.0         97.8         130.0         192.6         177.4         163.6         50.9%           298.4         219.1         192.0         270.1         192.6         177.4         113.3         52.2%           298.4         219.1         192.0         270.1         192.6         177.9         112.3         52.9%           298.5         194.5         200.1         265.8         188.0         77.9         112.5         52.9%           298.6         194.5         200.1         265.8         188.0         77.9         112.9         52.9%           498.6         293.3         491.4         49.9         29.8         19.2         147.0%         52.9%           536.6         407.8         29.3         491.4         47.8         81.1         47.2%           536.6         407.8         29.3         491.4         47.8         81.1         47.6%           108.1         147.2<			145.6	04.8 5. 8.3	137.3	90.1	47.2	58.1	47.6%	63.1%
408 5         380 8         280 2         392 2         264 8         127 4         163 6         50 9%           133 4         113 0         97 8         190 0         91 1         38 9         50 96         50 9%           296 4         113 0         270 1         1920 0         270 1         1920 0         77 4         113 3         52.2%           296 5         160 2         163 2         168 0         77 9         112 5         52.9%           156 5         160 2         153 7         144 2         96 4         77 9         112 5         52.9%           156 5         160 2         153 7         144 2         96 4         77 8         112 5         52.9%           469 4         407 8         253 3         491 4         36.3         216 8         86.5         88 6         52.9%           538 0         237 3         491 4         36.3         216 8         86.5         88 6         52.9%           538 0         242 0         259 8         148 0         15.2         22.9%           158 1         172 1         142 1         36.4         47.6         47.6         47.6           158 1         172 1         142 1	ν.		177.2	317.6	296.9	220.4	76.4	179.8	58.5%	%8'99
139.4         113.0         97.8         130.0         91.1         38.9         56.6         51.5%           298.4         219.1         192.0         77.1         113.2         52.2%           501.0         368.7         318.2         499.8         321.6         17.4         113.3         52.2%           501.0         368.7         144.2         499.8         321.6         112.5         52.9%           155.3         153.7         144.2         96.4         47.8         811.1         47.2%           338.0         237.3         175.4         429.0         299.8         129.2         136.5         52.9%           469.4         349.9         257.8         429.0         299.8         129.2         137.2         47.2%           266.5         240.6         257.8         429.0         299.8         129.0         138.6         52.4%           266.6         246.5         257.8         429.0         299.8         129.0         17.6%         47.6%           266.6         246.5         257.8         429.0         299.8         129.0         17.6%         47.6%         47.6%         47.6%         47.6%         47.6%         47.6%         <	ö		360.8	290.2	392.2	264.8	127.4	163.6	20.9%	64.7%
298.4         218.1         192.0         270.1         192.6         77.4         113.3         52.2%           298.5         198.7         192.6         17.9         17.4         113.3         52.2%           298.5         194.5         200.1         266.8         188.0         77.9         112.5         55.3%           155.3         150.2         153.7         144.2         96.4         47.8         81.1         42.2%           469.4         349.9         257.3         429.0         299.8         129.2         135.5         52.7%           469.4         349.9         257.8         429.0         299.8         129.2         135.6         52.4%           596.5         246.5         271.8         249.4         74.8         81.1         47.2%           178.1         113.7         142.8         143.1         99.5         146.6         52.4%           178.1         113.7         142.8         143.1         99.5         43.6         74.6         48.3%           178.2         143.1         143.1         244.7         237.9         146.8         52.4%           178.2         24.7         24.4         17.5         44.3	Ni I		113.0	97.8	130.0	91.1	38.9	56.6	51.5%	65.4%
261.0         266.7         261.0         47.8         105.4         105.4         25.8           266.5         194.5         200.1         265.8         180.0         77.9         112.5         55.3%           155.3         150.2         155.4         303.3         216.8         86.5         86.5         56.3%           469.4         349.9         257.8         499.0         299.8         129.2         138.6         52.4%           469.4         349.9         257.8         491.4         342.4         149.0         153.6         52.0%           266.6         246.5         271.8         244.2         166.4         77.8         138.6         52.0%           266.6         246.5         271.8         244.2         166.4         77.8         138.8         52.0%           266.6         246.5         271.1         344.7         237.9         166.8         77.8         48.3%           266.7         324.7         322.1         344.7         237.9         46.8         76.8         48.3%           271.1         431.8         344.7         237.9         46.8         76.8         76.8         76.8           271.1         431.8 </td <td>~ 0</td> <td></td> <td>219.1</td> <td>192.0</td> <td>270.1</td> <td>192.6</td> <td>77.4</td> <td>113.3</td> <td>52.2%</td> <td>64.5%</td>	~ 0		219.1	192.0	270.1	192.6	77.4	113.3	52.2%	64.5%
155.3         150.1         257.3         142.5         96.4         47.8         81.1         47.2%           338.0         237.3         175.4         303.3         216.8         86.5         89.6         52.7%           486.4         349.9         257.8         429.0         229.8         1729.2         138.6         52.7%           266.6         246.5         27.8         249.0         229.8         1729.2         138.6         52.7%           266.6         246.5         27.8         249.4         149.0         153.5         52.0%           266.6         246.5         27.1         242.4         166.4         77.8         148.6         52.7%           266.6         246.5         27.1         242.4         166.4         77.6         148.8         52.7%           266.7         147.0         143.1         242.4         172.6         68.9         50.6%         47.6%           271.1         143.2         242.4         143.1         242.4         145.2         50.6%         47.6%         50.6%         50.6%         50.6%         50.6%         50.6%         50.6%         50.6%         50.6%         50.6%         50.6%         50.6%	ກ່ ←		368.7 194.5	318.3	459.8 265.8	321.6 188.0	138.2	185.4 7.01	52.9% 55.3%	64.2% 65.6%
338.0         237.3         175.4         303.3         216.8         86.5         89.6         52.7%           489.4         349.9         257.8         429.0         229.8         129.2         188.6         52.7%           536.5         246.5         257.8         491.4         324.4         149.0         153.5         52.4%           266.6         246.5         271.8         249.4         77.8         138.8         47.6%           128.1         113.7         117.2         122.3         80.7         41.6         66.8         50.6%           158.2         137.2         142.8         143.1         39.5         43.6         74.6         48.3%           262.1         431.8         322.1         34.7         257.9         136.8         53.4%           262.1         431.8         391.7         485.5         340.4         145.2         25.0         48.3%           262.1         431.8         391.7         485.5         340.4         145.2         25.0         48.3%           38.2         116.8         117.5         88.1         12.9         136.8         53.4%           96.1         431.8         340.4         42.0	. ro		150.2	153.7	144.2	96.4	47.8	81.1	47.2%	62.1%
469.4         348.9         257.8         429.0         269.8         129.2         138.6         52.4%           536.5         240.8         293.3         491.4         342.4         149.0         153.5         52.0%           266.6         246.5         271.8         244.2         166.4         77.8         168.8         52.4%           128.1         113.7         117.2         122.3         80.7         41.6         66.8         50.6%           159.2         137.2         142.8         143.1         99.5         43.6         74.6         48.3%           37.9         334.7         322.1         344.7         237.9         106.8         175.0         48.3%           36.2         46.3         147.5         69.9         136.8         53.4%           38.1         46.3         147.5         69.9         136.8         53.4%           38.1         46.3         147.5         69.9         136.8         53.4%           96.1         46.3         147.5         85.1         67.3         17.7         60.5         59.7%           96.1         46.3         147.5         88.1         67.3         17.7         60.5 <td< td=""><td>ľĊ.</td><td></td><td>237.3</td><td>175.4</td><td>303.3</td><td>216.8</td><td>86.5</td><td>9.68</td><td>52.7%</td><td>64.2%</td></td<>	ľĊ.		237.3	175.4	303.3	216.8	86.5	9.68	52.7%	64.2%
356.5         407.6         259.3         491.4         342.4         1491.0         153.5         22.0%           128.1         113.7         142.8         143.1         96.5         146.6         153.5         22.0%           128.1         113.7         117.2         122.3         80.7         41.6         68.8         50.6%           159.2         137.2         142.8         143.1         99.5         43.6         74.6         48.3%           379.9         324.7         322.1         344.7         237.9         106.8         175.0         48.3%           262.3         191.5         232.1         344.7         237.9         106.8         175.0         48.3%           262.1         431.6         485.5         340.4         145.2         22.0         51.0%           38.2         116.8         134.0         72.9         20.8         52.1         83.4         47.6%           96.1         46.3         117.5         86.1         67.3         17.7         60.5         59.7%           96.1         46.3         117.5         86.1         67.3         17.7         60.5         59.7%           125.2         92.6	ο ·		349.9	257.8	429.0	299.8	129.2	138.6	52.4%	63.9%
128.1         177.2         177.2         177.2         177.2         177.2         177.2         177.2         177.2         177.2         177.2         48.9%         50.6%         47.6         66.8         50.6%         50.7%         50.6%         50.7%         50.6%         50.7%         50.6%         50.7%         50.6%         50.6%         50.6%         50.6%         50.6%         50.6%         50.6%         50.6%         5	4. در		407.8 246.5	293.3 271.8	491.4 244.2	342.4 166.4	149.0	135.5 138.8	32.0% 47.6%	63.8% 62.4%
159.2         137.2         142.8         143.1         99.5         43.6         74.6         48.3%           379.9         324.7         322.1         344.7         237.9         106.8         175.0         48.9%           262.3         191.5         221.2         242.4         172.5         69.9         136.8         53.4%           521.1         431.8         391.7         485.5         340.4         145.2         225.0         51.0%           38.2         116.8         134.0         72.9         20.8         52.1         83.1         47.0%           96.1         46.3         117.6         68.7         49.4         19.3         46.7         47.0%           90.7         63.1         89.3         68.7         49.4         19.3         46.7         47.8%           112.9         73.7         131.0         99.7         74.0         25.7         70.8         53.4%           112.9         73.7         131.0         99.7         74.0         25.7         70.8         53.4%           112.9         73.7         145.9         80.5         32.7         68.8         52.0%           145.9         90.4         115.1 </td <td>; <del>`</del></td> <td></td> <td>113.7</td> <td>117.2</td> <td>122.3</td> <td>80.7</td> <td>41.6</td> <td>86.8</td> <td>50.6%</td> <td>63.0%</td>	; <del>`</del>		113.7	117.2	122.3	80.7	41.6	86.8	50.6%	63.0%
379.9         324.7         322.1         344.7         237.9         106.8         175.0         48.9%           262.3         191.5         231.2         242.4         172.5         69.9         136.8         53.4%           262.3         191.5         231.2         242.4         172.5         69.9         136.8         53.4%           521.1         431.8         391.7         485.5         340.4         145.2         225.0         51.0%           96.1         46.3         117.5         85.1         67.3         17.7         60.5         53.4%           10.7         63.1         89.3         68.7         49.4         19.3         46.7         47.8%           112.9         73.7         131.0         99.7         74.0         25.7         70.8         53.4%           125.2         92.6         122.0         113.2         80.5         32.7         68.8         52.0%           145.9         90.4         115.1         124.9         93.0         31.9         64.0         52.9%           145.9         90.4         115.1         124.9         93.0         74.4         52.4         102.4         56.1%           21	296.4		137.2	142.8	143.1	99.5	43.6	74.6	48.3%	62.5%
262.3     191.5     231.2     242.4     172.5     69.9     136.8     53.4%       521.1     431.8     391.7     485.5     340.4     145.2     225.0     51.0%       38.2     116.8     134.0     72.9     20.8     52.1     83.1     47.0%       96.1     46.3     117.7     60.5     59.7%       80.7     63.1     86.7     49.4     19.3     46.7     47.8%       112.9     73.7     131.0     99.7     74.0     25.7     70.8     53.4%       125.2     92.6     122.0     113.2     80.5     32.7     68.8     52.0%       145.9     90.4     115.1     124.9     93.0     31.9     64.0     52.9%       145.9     90.4     115.1     124.9     93.0     31.9     64.0     52.9%       145.9     90.4     115.1     196.7     144.3     52.4     102.4     56.1%       145.9     195.0     74.8     51.2     23.6     91.6     48.4%       88.9     65.6     195.0     74.8     23.5     18.3     52.9       52.4     10.7     45.8     23.5     18.3     51.9     60.1%       52.4     10.5     74.8<	4.		324.7	322.1	344.7	237.9	106.8	175.0	48.9%	62.6%
521.1     431.8     391.7     485.5     340.4     145.2     225.0     51.0%       38.2     116.8     134.0     72.9     20.8     52.1     83.1     47.0%       96.1     46.3     117.5     66.5     52.1     83.1     47.0%       96.1     46.3     117.7     60.5     59.7%       112.9     73.7     131.0     99.7     74.0     25.7     70.8     53.4%       125.2     92.6     122.0     113.2     80.5     32.7     68.8     52.0%       145.9     90.4     115.1     124.9     93.0     31.9     64.0     52.9%       145.9     90.4     115.1     124.9     93.0     31.9     64.0     52.9%       213.5     137.2     176.1     196.7     144.3     52.4     102.4     56.1%       88.9     65.6     195.0     74.8     51.2     23.6     91.6     48.4%       88.9     65.6     195.0     74.8     51.2     33.6     91.6     48.4%       27.3     17.7     45.8     23.5     18.3     25.3     51.5%       42.7     19.2     47.5     37.2     7.6     24.9     50.3%       9.8     23.4	က်		191.5	231.2	242.4	172.5	6.69	136.8	53.4%	65.8%
96.1     46.3     17.5     67.3     17.7     60.5     59.7%       96.1     46.3     117.5     68.7     49.4     19.3     46.7     47.8%       10.7     63.1     69.7     74.0     25.7     70.8     53.4%       125.2     92.6     122.0     113.2     80.5     32.7     68.8     52.0%       145.9     90.4     115.1     124.9     93.0     31.9     64.0     52.9%       145.9     90.4     115.1     124.9     93.0     31.9     64.0     52.9%       213.5     137.2     176.1     196.7     144.3     52.4     102.4     56.1%       88.9     65.6     195.0     74.8     51.2     23.6     91.6     48.4%       88.9     65.6     195.0     74.8     51.2     33.6     91.6     48.4%       23.4     17.7     45.8     23.5     18.3     52.9     50.1%       42.7     14.8     23.5     18.3     52.0     52.2%       42.7     14.8     27.2     7.6     24.9     56.3%       9.4     129.2     23.4     0.4     9.0     133.2     57.5%       9.8     23.4     23.4     1.7     23.4 <td>N L</td> <td></td> <td>431.8</td> <td>391.7</td> <td>485.5</td> <td>340.4</td> <td>145.2</td> <td>225.0</td> <td>51.0%</td> <td>65.3%</td>	N L		431.8	391.7	485.5	340.4	145.2	225.0	51.0%	65.3%
80.7     63.1     89.3     68.7     49.4     19.3     46.7     47.8%       112.9     73.7     131.0     99.7     74.0     25.7     70.8     53.4%       125.2     92.6     122.0     113.2     80.5     32.7     68.8     52.0%       145.9     90.4     115.1     124.9     93.0     31.9     64.0     52.9%       213.5     137.2     176.1     196.7     144.3     52.4     102.4     56.1%       88.9     65.6     195.0     74.8     51.2     23.6     91.6     48.4%       88.9     65.6     195.0     74.8     51.2     33.6     91.6     48.4%       23.4     18.3     26.9     19.3     15.5     33.8     12.9     60.1%       27.3     17.7     45.8     23.5     18.3     53.2     50.1%       42.7     19.2     47.5     37.7     7.6     24.9     56.3%       9.4     129.2     23.4     0.4     9.0     133.2     57.5%       9.8     23.4     23.4     25.1     1.7     23.4     242.0     40.7%       1.8     59.8     23.4     25.1     1.7     23.4     242.0     40.7% <td>5 6</td> <td></td> <td>46.3</td> <td>117.5</td> <td>85.7 1.78</td> <td>57.3</td> <td>17.7</td> <td>- SO</td> <td>47.0% 79.7%</td> <td>24:4% 70.0%</td>	5 6		46.3	117.5	85.7 1.78	57.3	17.7	- SO	47.0% 79.7%	24:4% 70.0%
112.9         73.7         131.0         99.7         74.0         25.7         708         53.4%           125.2         92.6         122.0         113.2         80.5         32.7         68.8         52.0%           145.9         90.4         115.1         124.9         93.0         31.9         64.0         52.9%           213.5         137.2         176.1         196.7         144.3         52.4         102.4         56.1%           88.9         65.6         195.0         74.8         51.2         23.6         91.6         48.4%           88.9         65.6         195.0         74.8         51.2         33.8         12.9         60.1%           23.4         17.7         45.8         23.5         18.3         53.2         50.1%           42.7         19.2         47.5         37.7         9.8         33.7         51.5%           42.7         19.2         48.2         34.8         27.2         7.6         24.9         56.3%           41.4         57.1         66.6         51.9         0.4         9.0         133.2         39.4%           1.8         59.8         234.9         25.1         1.7 <td>iα</td> <td></td> <td>63.1</td> <td>89.3</td> <td>68.7</td> <td>49.4</td> <td>19.3</td> <td>46.7</td> <td>47.8%</td> <td>61.2%</td>	iα		63.1	89.3	68.7	49.4	19.3	46.7	47.8%	61.2%
125.2         92.6         122.0         113.2         80.5         32.7         68.8         52.0%           145.9         90.4         115.1         124.9         93.0         31.9         64.0         52.9%           213.5         137.2         176.1         196.7         144.3         52.4         102.4         56.1%           88.9         65.6         195.0         74.8         51.2         23.6         91.6         48.4%           88.9         65.6         195.0         74.8         51.2         23.6         91.6         48.4%           23.4         17.7         45.8         23.5         18.3         5.3         50.1%           27.3         17.7         45.8         27.5         37.7         9.8         33.7         51.5%           42.7         19.2         47.5         37.7         7.6         24.9         56.3%           81.4         57.1         66.6         51.9         1.7         23.4         40.7%           1.8         59.8         234.9         25.1         1.7         23.4         242.0         40.7%	Ö		73.7	131.0	99.7	74.0	25.7	70.8	53.4%	65.5%
145.9         90.4         115.1         124.9         93.0         31.9         64.0         52.9%           213.5         137.2         176.1         196.7         144.3         52.4         102.4         56.1%           88.9         65.6         195.0         74.8         51.2         23.6         91.6         48.4%           23.4         8         26.9         19.3         15.5         3.8         12.9         60.1%           27.3         17.7         45.8         23.5         18.3         5.3         26.0         52.2%           59.1         33.3         63.8         47.5         37.7         9.8         33.7         51.5%           42.7         19.2         48.2         34.8         27.2         7.6         24.9         56.3%           81.4         34.4         57.1         66.6         51.9         14.6         33.2         57.5%           0.4         23.4         129.2         24.9         25.1         1.7         23.4         242.0         40.7%	ν.		92.6	122.0	113.2	80.5	32.7	8.89	52.0%	64.3%
213.5     137.2     176.1     196.7     144.3     52.4     102.4     56.1%       88.9     65.6     195.0     74.8     51.2     23.6     91.6     48.4%       23.4     8.8     26.9     19.3     15.5     3.8     12.9     60.1%       27.3     17.7     45.8     23.5     18.3     5.3     26.0     52.2%       59.1     33.3     63.8     47.5     37.7     9.8     33.7     51.5%       42.7     19.2     48.2     34.8     27.2     7.6     24.9     56.3%       9.4     57.1     66.6     51.9     14.6     33.2     57.5%       0.4     23.4     129.2     9.4     0.4     9.0     133.2     39.4%       1.8     59.8     23.4     25.1     1.7     23.4     242.0     40.7%	236.3		90.4	115.1	124.9	93.0	31.9	64.0	52.9%	63.8%
88.9         65.6         195.0         74.8         51.2         23.6         91.6         48.4%           23.4         8.8         26.9         19.3         15.5         3.8         12.9         60.1%           27.3         17.7         45.8         23.5         18.3         5.3         26.0         52.2%           59.1         33.3         63.8         47.5         37.7         9.8         33.7         51.5%           42.7         19.2         48.2         34.8         27.2         7.6         24.9         56.3%           81.4         34.4         57.1         66.6         51.9         14.6         33.2         57.5%           0.4         23.4         129.2         9.4         0.4         9.0         133.2         39.4%           1.8         59.8         234.9         25.1         1.7         23.4         242.0         40.7%	350.6	.,	137.2	176.1	196.7	144.3	52.4	102.4	56.1%	%9'.29
23.4     8.8     26.9     19.3     15.5     3.8     12.9     60.1%       27.3     17.7     45.8     23.5     18.3     5.3     26.0     52.2%       59.1     33.3     63.8     47.5     37.7     9.8     33.7     51.5%       42.7     19.2     48.2     34.8     27.2     7.6     24.9     56.3%       81.4     34.4     57.1     66.6     51.9     14.6     33.2     57.5%       0.4     23.4     129.2     9.4     0.4     9.0     133.2     39.4%       1.8     59.8     234.9     25.1     1.7     23.4     242.0     40.7%	4.		65.6	195.0	74.8	51.2	23.6	91.6	48.4%	27.6%
27.3     17.7     45.8     23.5     18.3     5.3     26.0     52.2%       59.1     33.3     63.8     47.5     37.7     9.8     33.7     51.5%       42.7     19.2     48.2     34.8     27.2     7.6     24.9     56.3%       81.4     34.4     57.1     66.6     51.9     14.6     33.2     57.5%       0.4     23.4     129.2     9.4     0.4     9.0     133.2     39.4%       1.8     59.8     23.4     25.1     1.7     23.4     242.0     40.7%	ö		8.8	26.9	19.3	15.5	3.8	12.9	60.1%	66.2%
23.1 33.2 63.6 47.5 37.7 9.8 33.7 51.3% 42.7 19.2 48.2 34.8 27.2 7.6 24.9 56.3% 81.4 34.4 57.1 66.6 51.9 14.6 33.2 57.5% 0.4 23.4 129.2 94 0.4 9.0 133.2 39.4% 1.8 59.8 234.9 25.1 1.7 23.4 242.0 40.7%	ທ່ເ		17.7	45.8 8.0	23.5	18.3	ις 6. α	26.0	52.2%	%6.99
42.7 19.2 48.2 34.8 27.2 7.6 24.9 56.3% 81.4 34.4 57.1 66.6 51.9 14.6 33.2 57.5% 0.4 23.4 129.2 9.4 0.4 9.0 133.2 39.4% 1.8 59.8 234.9 25.1 1.7 23.4 242.0 40.7%	vi ,		53.3	63.8 8.00	c.74	37.7	o i	33.7	%c.Tc	63.8%
0.4 23.4 129.2 9.4 0.4 9.0 133.2 39.4% 1.8 59.8 234.9 25.1 1.7 23.4 242.0 40.7%	– L		19.2 34.4	48.2 57.1	34.8 8.6.6	27.2	7. F	24.9	56.3%	63.9% 83.8%
1.8 59.8 234.9 25.1 1.7 23.4 242.0 40.7%	) (		23.4	129.7	0. O	) 5. C	<u> </u>	133.2	39.4%	%5:00 d2 d%
	· -		. 60 . 60 . 60	234.9	25.1	1 5	23.5	242.0	40.7%	92.7%

91.4	270.4	6.86	236.1	165.8	177.4	153.9	428.8	226.0	72.0	9. /4 9. o	09.0 0.0 0.0	0	110.3	108.5	254.3	10.1	12.5			193.4		186.6				225.2	392.9	0.700	383.0	189.1	217.7	519.7	379.2	710.6	156.0 145.6	115.4	170.5	182.0	188.9	299.1	166.4	32.3	49.5	81.2	59.7	g :	142.6	_
43.8%	46.2%	9	9		40.9%			48.3%	44.3%	49.7%	45.0% 46.6%	49.2%	39.7%	42.5%		37.3%	41.0%	51.9%	58.8% F	55.3%	56.4%	57.9%	29.0%	58.3%	56.2%	52.7%	51.1%	52.6%	51.1%	27.0%	52.2%	54.3%	59.2%	57.4%	62.0%	52.3%	54.1%	56.4%		58.2%	0	48.2%	~	ω	51.7%	58.2%	103.1%	103.1%
23.8%	34.9%	42.9%	26.2%	33.5%	37.6%	0	31.5%	33.9%	20.0% 4F 4B/	10.1%	19.0% 22.5%	23.2%	19.4%	27.9%	33.2%	12.7%	17.8%	24.8%	36.3%	32.4%	35.3%	34.4%	35.3%	37.5%	40.0%	31.8%	36.4%	30.9%	31.6%	36.6%	31.8%	32.9%	36.5%	33.6%	44.6% 38.3%	30.5%	34.9%	35.4%	35.3%	38.2%	ശ	43.7%			39.5%	42.6%	38.5%	39.1%

59.4% 61.1% 60.8% 63.9% 63.9% 60.8% 60.8%	63.8% 67.4% 63.8% 60.6% 61.4%	28.8% 40.7% 41.2% 32.0% 45.8% 49.3%	33.1% 33.1% 31.4% 50.6% 47.4% 47.0% 15.4% 17.5% 27.5% 27.7%	19.4% 24.9% 50.0% 51.3% 51.3% 53.3% 58.3% 58.4% 59.6% 60.3%
46.4% 47.7% 47.1% 57.6% 55.8% 53.4% 48.6% 47.3%	4.5.8 54.1% 54.1% 54.8% 51.5% 50.0%	9 4.4% 9 9.4% 9 0.8% 1 1.9% 38 7.7% 39 5%	25.7% 90.5% 90.5% 25.7% 34.7% 1.7% 1.7% 8.0%	5.0% 6.9% 3.4.1% 3.3.4% 3.3.9% 3.0.9% 45.9% 45.9% 43.3% 44.0% 44.0%
60.9 46.0 85.6 86.2 132.2 93.5 97.5 83.3	28.0 61.3 23.0 23.0 23.0	0.1. 0.2.2. 0.1.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.	29.5 4.3.6 1.6.1 29.5 29.5 29.5 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0	2.1. 4.2. 4.2. 6.7.4. 6.6.1. 7.2.1. 7.2.1. 6.1.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0.0. 6.0.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0. 6.0.0.0. 6.0.0.0. 6.0.0.0. 6.0.0.0. 6.0.0.0.0
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210.7 175.8 333.2 190.0 291.9 240.5 229.7 286.2	99.9 152.2 134.4 82.0 49.7	2.51 0.27 1.7 0.8 1.4.4 1.4.4	17.4 197.5 197.5 37.0 53.5 75.4 0.9 0.9 0.7 1.1 1.1 16.5	2.4 9.5 88.6 88.6 81.9 75.0 23.1 33.6 200.0 91.4 46.3
331.1 271.0 505.9 270.7 428.3 345.6 355.7 436.2	138.3 211.7 198.2 102.9 62.8 62.2	3. 3. 4. 4. 5. 5. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6. 6.	2.55 2.26 2.26 2.26 2.27 2.21 2.25 2.25 2.25 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4.0	7.8 23.4 133.7 142.2 114.2 33.2 55.0 55.0 250.4 307.1 133.0 323.7 336.6
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358.2 280.5 525.2 178.3 310.2 265.6 354.6 436.8	124.6 165.6 169.0 58.4 39.9 32.7	35.6 311.1 171.7 95.4 230.1 274.8	209.7 209.7 304.2 350.4 235.3 191.1 77.5 125.1 285.2 167.1 499.3	144.9 300.3 270.4 223.2 190.8 52.9 103.1 51.9 348.4 447.4 447.4 155.6 386.1 390.4
354.8 287.7 547.7 291.3 457.1 377.8 467.3	156.7 225.8 210.6 129.4 82.1 82.6	5.7 29.6 17.3 25.0 38.1 292.1	220.1 280.5 380.5 380.5 78.1 160.4 160.4 160.4 160.4 160.5 160.6 1	38.1 176.0 177.2 158.1 146.4 44.5 67.8 310.8 342.2 151.7 364.5 374.9
713.0 568.3 1,072.9 469.6 767.3 647.0 732.4 904.1	281.3 391.5 379.6 187.8 122.0 115.3	41.4 340.7 189.0 120.5 268.2 566.9	901.7 246.2 693.7 428.5 361.2 351.6 83.2 133.2 301.2 131.9 559.0	157.1 338.4 446.3 390.2 381.3 337.1 97.5 171.4 119.7 659.2 789.6 307.2 765.3 174.6
CWL 2007-10 CWL 2007-11 CWL 2007-12 CWL 2007-3 CWL 2007-5 CWL 2007-5 CWL 2007-6 CWL 2007-8 CWL 2007-9	CWL 2007-BC1 CWL 2007-BC2 CWL 2007-BC3 CWL 2007-SD1 CWL 2007-SEA1 CWL 2007-SEA2 Monoline Involvement	GWALT CWALT 2004-J4 CWALT 2005-13CB CWALT 2005-19CB CWALT 2005-22T1 CWALT 2005-52CB CWALT 2005-62	CWALT 2005-31 CWALT 2005-31 CWALT 2005-32 CWALT 2005-32 CWALT 2007-14 CWALT 2007-31 CWALT 2007-0410 CWHL 2004-10 CWHL 2004-4 CWHL 2004-8 CWHL 2004-8 CWHL 2004-8 CWHL 2004-8 CWHL 2005-15 CWHL 2005-15 CWHL 2005-15	CWHL 2005-5 CWHL 2005-6 CWL CWL 2004-12 CWL 2004-13 CWL 2004-15 CWL 2004-9 CWL 2004-9 CWL 2004-9 CWL 2005-1 CWL 2005-1 CWL 2005-1 CWL 2005-12 CWL 2005-14 CWL 2005-14 CWL 2005-15

392.0 317.0 591.4 560.5 560.5 439.1 443.2 519.5 196.3 289.0 259.5 155.9 83.8 83.8	4.9 2.86 4.86 4.83 4.83 4.83 4.92 1.01 8.03 1.30 8.30 8.30 8	207.8 200.6 183.4 164.0 47.4 83.0 96.0 363.2 422.1 194.0 475.5 488.5
56.5% 56.2% 60.5% 57.3% 57.2% 59.5% 53.1% 55.7% 58.8% 61.6% 61.6% 57.7%	20.0% 39.1% 31.1% 25.1% 50.1% 40.2% 50.5% 37.6% 42.2% 42.2% 42.2% 32.4% 17.6% 12.9% 34.9% 31.0% 16.2%	39.1% 40.6% 41.0% 39.4% 37.7% 41.1% 41.7% 49.3% 50.5% 50.1% 52.4%
33.6% 32.9% 45.3% 44.0% 39.5% 30.8% 30.8% 30.8% 35.9% 35.9% 35.9% 35.2%	6.3% 6.6% 6.6% 6.6% 7.7% 7.3% 7.3% 7.3% 7.13% 7.10% 7.	17.8% 20.9% 20.3% 19.1% 17.1% 29.7% 29.0% 26.7% 29.0%

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CWL 2005-16	1,054.4	415.9	638.5	265.9	389.2	237.2	152.0	130.8	36.9%	22.0%
CWL 2005-17	1,168.1	514.9	653.2	361.5	467.7	297.6	170.1	178.5	40.0%	27.8%
CWL 2005-3	618.2	280.5	337.6	209.9	228.7	146.3	82.4	92.6	37.0%	52.2%
CWL 2005-4	754.5	341.4	413.0	305.9	302.6	192.2	110.5	141.4	40.1%	26.3%
CWL 2005-7	704.8	302.2	402.6	221.9	270.2	174.3	95.9	107.8	38.3%	27.7%
CWL 2006-11	1,017.7	476.2	541.4	308.4	469.8	306.6	163.2	185.2	46.2%	64.4%
CWL 2006-13	887.5	420.2	467.2	247.2	414.7	268.8	145.9	142.2	46.7%	64.0%
CWL 2006-15	675.1	239.8	435.3	80.1	247.3	136.5	110.8	43.7	36.6%	26.9%
CWL 2006-21	611.2	346.9	264.3	233.9	315.6	218.9	2.96	123.8	51.6%	63.1%
CWL 2006-22	915.9	522.1	393.8	321.8	476.2	334.1	142.2	176.7	52.0%	64.0%
CWL 2006-23	948.7	530.3	418.4	303.3	490.7	342.7	148.0	153.6	51.7%	64.6%
CWL 2006-26	737.4	393.7	343.7	216.0	377.3	250.8	126.5	115.9	51.2%	63.7%
CWL 2007-1	1,302.5	756.3	546.2	356.5	688.4	480.8	207.6	199.3	52.9%	63.6%
CWL 2007-13	607.5	305.7	301.8	76.2	276.8	177.8	0.66	43.0	45.6%	58.2%
CWL 2007-2	1,026.2	572.9	453.3	260.2	521.8	360.0	161.7	151.9	20.8%	62.8%
CWL 2007-4	747.1	292.3	454.8	77.3	283.7	167.0	116.7	45.1	38.0%	57.1%
Grand Total	172,551.4	58,344.8	114,206.6	45,821.3	49,703.6	29,847.7	19,855.9	21,733.9	28.8%	51.2%

520.0	646.2	321.3	444.0	378.0	624.9	557.0	290.9	439.4	622.9	644.3	493.2	887.7	319.8	673.7	328.9	71,437.5
49.2%	49.4%	44.1%	46.2%	48.6%	%0.09	24.5%	54.5%	52.9%	54.9%	20.6%	53.7%	25.9%	56.4%	58.4%	58.4%	47.4%
23.8%	26.0%	24.4%	26.7%	23.8%	30.1%	31.2%	25.4%	36.6%	36.1%	35.4%	36.8%	38.0%	32.8%	35.7%	25.7%	17.4%

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### EXHIBIT 19

BNYM CW-00000278

### Allen Gutterman

From:

Tamir, Sagi [STamir@mayerbrown.com]

Sent:

Thursday, May 05, 2011 6:28 PM

To:

Allen Gutterman

Cc:

Kravitt, Jason H. P.; Ingber, Matthew D.

Subject:

FW: Data - Requested by Your Experts

Attachments: Amherst Report ASF Session.pdf; Bank of America Mortgage Credit Round Up.pdf; Dimensioning the House

Crisis - Laurie Goodman.pdf

Allen,

Please see below from GB.

Thanks,

Sagi

Sagi Tamir Mayer Brown LLP 1675 Broadway New York, NY 10019-5820 T: (212) 506-2583

F: (212) 849-5583

E: stamir@mayerbrown.com

From: Kravitt, Jason H. P.

Sent: Thursday, May 05, 2011 5:16 PM

To: Tamir, Sagi

Subject: Fw: Data - Requested by Your Experts

Jason H.P. Kravitt Mayer Brown LLP 1675 Broadway New York, N.Y. 10019 Phone: 212 506 2622

Fax: 212 262 1910 Blackberry: 312 493 8865

From: Kathy D. Patrick <kpatrick@gibbsbruns.com>

To: Ingber, Matthew D.; Kravitt, Jason H. P.

Cc: Scott A. Humphries <SHumphries@Gibbs-Bruns.com>; Robert J. Madden <rmadden@gibbsbruns.com>; Kate Shih <kshih@gibbsbruns.com>; Kathy D. Patrick

<kpatrick@gibbsbruns.com> Sent: Thu May 05 15:25:01 2011

Subject: Data - Requested by Your Experts

Matt and Jason:

I have misplaced Sagi's email, so would you kindly forward this information on to your experts at RMS and to him.

In our conversation yesterday, your experts asked us for the external data that supported certain loss assumptions and estimates that appear in our loss spreadsheet. In answer to the specific questions raised yesterday by Messrs. Guttmann and Linn:

1. The loss projections tie to the table on page 4 of the attached BA Mortgage Credit Roundup report, attached above. The relevant table is copied below for your convenience:

10/10/2011



The Mortgage Credit Round-Up

### **Loss Projections**

We present base case model loss projections below.

Table	7.	Roce	Coco	Ince	Parion	tion

			Liquidation (%)		Collat Loss (%)	Collat Loss w/ Hist (%)		
Sector	Product	Year	(Current balance)	Loss Severity (%)	(Current balance)	(Original Balance)	Vol CPR 12M	Invol CPR 12M
Junto	30yr Fixed	2005	808	33.3%	5.7	3,4	7.4	2,4
		2006	34.3	43.2%	12.5	7.6	8.7	4.4
		2007	41.3	47.9%	15.6	11.1	8.3	4,9
	51 ARM	2005	40.5	36.7%	129	7.6	6.3	6.5
		2006	43.8	44.8%	16.7	10.8	7,0	9.3
		2067	49.9	49.2%	20.5	16.5	8.7	10.2
A.K-A.	30yr Fixed	2005	47.3	49.6%	18.0	11.5	4.1	4,7
		2006	63.8	62.0%	33.3	24.7	3.8	8.9
		2007	64.9	60.8%	323	27.6	4.0	8,5
	\$1 ARM	2005	65.5	49.4%	28.1	17.1	49	4,11
		2005	72.2	57.2%	36.0	27.7	4.4	15.5
		2007	75.5	50.1%	38.3	34.6	5.1	16.2
Option ARM		2005	77.2	51.3%	35,0	17.5	1.8	12.7
		2006	75.7	56.0%	412	32.5	1.5	13.0
		2007	83.5	50.0%	45.5	43.0	1.5	13.6
Subprine	ABX	05-1	79.5	71.5%	54.5	25.0	1.9	13.5
		06-2	83.9	71.0%	56.7	35.4	1.7	15.2
		07-1	85.3	73.7%	59.9	45.7	1.7	15.7
_		07-2	86.2	71.0%	60.1	53.9	1.7	15.5

Source: SodA Stenis Lynch Gothal Research

- 2. The 50% performing loan default rate was derived as the number of performing loans that would <u>have to</u> default in these portfolios in order to arrive at the liquidation percentages indicated in the BAML report that is attached above. It is a function of the math needed to get to the rates projected by BAML.
- 3. The 90% estimate of the rate at which delinquencies convert to defaults was a judgment number based on our clients' perception of historical roll rates.
- 4. The 90% estimate is, however, corroborated by the two Amherst reports I have attached above. The first report, from a presentation to the ASF in February of 2011, contains a detailed analysis of default conversion rates. The key data appears at page 3, and includes the estimate that 95% of currently non-performing loans (NPL) will transition to default. The second article, published by Laurie Goodman of Amherst in the Financial Analysts' Journal, predicts the following probabilities of liquidation based on delinquency status:

Dimensioning the Housing Crisis

Table 1. Housing Overhang Calculations as of Q3 2009

Category (seasonally adjusted)	MBA National Delinquency Survey	Probability of Liquidation (based on estimated cure rates)	Probability-Weighted Liquidation (delinquency × probability of default)
Foreclosure	4.47%	100.0%	4.47%
90+ days	4.41	98,3	4.34
60 days	1.67	92.7	1.55
30 days	<u>3.57</u>	67.0	2.39
Total distressed inventory	14.12%		12.75%
No. of defaults (in millions, based on 55.9 million homes)	7.89		7.13

Sources: LoanPerformance; Mortgage Bankers Association; Audiensi Securities.

5. Our own data sets were run at the beginning of March and are therefore based on February remittances, to the extent Intex had updated them by then.

Please let us know if your experts need any additional information.

Best regards,

Kathy

### Kathy Patrick

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### ASF Session

Overview of The Consumer Economy:

Housing: What Lies Ahead?

Senior Managing Director Amherst Securities Laurie Goodman

Orlando, FL ASF 2011

February 6-8, 2011

Amherst Securities Group LP

# The Housing Crisis—Sizing the Problem, Proposing Solutions

### Summary:

- not a moral one. The costs of default must be made explicit. The 2nd lien issue default issue) must be addressed by first recognizing it as an economic issue, something works. The success rate on mortgage modifications can be raised If governmental policy does not change, over 11.0 million borrowers are in by making greater use of principal reductions. The moral hazard (strategic danger of losing their homes (1 borrower out of every 5). Politically, this cannot happen. Successive modification plans will be attempted until must also be addressed.
- However, supply side actions alone will be insufficient to address the housing crisis. Demand side actions are needed: providing leverage for investors to buy real estate, and increasing credit availability on prudent terms to borrowers with less than pristine credit.



# Mortgage Market Breakdown by Equity / DQ Status

fine[							9,496,415,820,323		53,913,796		Grand Total
	39,702,184	3.1% 25.5% 11.0%	25.5%	3.1%	0.0	69.5%	6,599,734,968,484	73.6%	39,702,184	APL <=100.MTM LTV	Total
******	3,771,219	14.3% 41.7%		10.2%	0.0	8.2%	782,699,500,115	7.0%	3,777,219	APL 100-120 MTM LTV	Total
	2,112,512	74.6%	6.4%	18.8%	0.0	5.4%	509, 768, 901, 748	3.9%	2,112,512	APL >120 MTM LTV	Total
	3,454,791	3.0% 94.7%		53.1%	0.0	6.2%	584,030,501,493	6.4%	3,454,791	RPL	Total
	4,873,090	. 1	,	,	0.0	10.7%	1,020,181,948,482	9.0%	4,873,090	Jak	Total
ய த	Total Number of Loans		3Mo vPr	3M0 oTT	% by WA MITA Balance LTV 3Mo cTr 3Mo vPr DITV	% cy . Balance	Total Balance	% of Loans	Number of Loans	DQ Status	

Mumber of Hernes in	Jeopardy	4,629,436	2,418,354	1,056,256	942,805	388,100	11,031,959	The estimated default
lumber of Estimated	Default Rate	85%	20%	20%	25%	2%		<b>B</b>
lumber of	Loans	4,873,090	3,454,791	2,112,512	3,771,219	9,702,184		

		Number of	% of		% by MAIMTA	A MTM			3.40
	DQ Status	Loans	Loans	Total Balance	Balance	LTV SMb oTr 3Mb vPr	Mie eTr	aMo vPr	OTTO
: NorPLS	JdN	3,358,464	6.8%	626,911,775,784	7.6%	110.3	1	,	1
NonPLS	RPL	2,657,856	5.4%	405,383,899,726	4.9%	95.6	52.1%	3.8%	93.2%
NonPLS	APL > 120 MTM LTV	1,776,008	3.6%	352,916,462,165	4.3%	148.1	16.2%	8.5%	65,6%
NonPLS	APL 100-120 MTM LTV	3,473,792	7.1%	671,262,510,431	8.2%	106.8	9.2%	15.8%	36.8%
NonPLS	APL <= 100 MTM LTV	37,943,678	77.1%	6,140,245,938,313	74.9%	67.9	2.8%	26.0%	9.7%
Subtotal		49,209,798	***************************************	8,196,720,586,419					

\* NonPLS

conservative than what	is currently being	experienced	Assumes no change in	overall housing prices
			<b>8</b>	
			20	
	conservative than what	conservative than what is currently being	conservative than what is currently being experienced	

									b
	Scholor DO	SUBCE	COSCIS	Total balance	000000				M
PLS	NPL	1,514,626	32.2%	88	30.3%	0.0		•	ŧ.
PLS	RPL	796,935	16.9%	178,646,501,767	13.7%	0.0	55.5%	1.1%	٠.
PLS	APL >120 MTM LTV	336,504	7.2%	156,852,439,583	12.1%	0.0	24.7%	1.7%	
PLS	APL 100-120 MTM LTV	297,427	6.3%	111,436,989,684	8.6%	0.0	16.5%	5.3%	•
PLS	APL <=100 MTM LTV	1,758,506	37.4%	459,489,030,172	35.4%	0.0	7.7%	19.5%	
Subtotal		4,703,998		1,299,695,233,903					1
									ı

93.7% 75.8% 28.4%

98.0%

cTr = Annualized Monthly New Default Transition Rate vPr = Annualized Voluntary Prepay Rate D/TV = cTr / (cTr + vPr)

> PLS = Private Label Securitized Loans Non-PLS = Agency/Portfolio Loans

APL = Always Performing Loans

NPL = Non-Performing Loans RPL = Re-Performing Loans

This material has been prepared by individual sales and/or trading personnel and does not constitute investment research. \* - CoreLogic reports on approximately 60% of the non-PLS universe, which is extrapolated to the entire mortgage market

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## Performance Of Non-Performing/Re-Performing Loans After 12 And 24 Months

### Non-Performing Loans by Product Type

15 E E E E E E E E E E E E E E E E E E E	Caregony		Linniidated Non-Performing Re-Derforming		Voluntary		% Success
Prime	NPLs 12 Months Ago	28.3%	54,4%	17.1%		100.0%	%8/ <u>/1</u>
	NPLs 24 Months Ago	57.9%	34.2%	7.6%	0.3%	100.0%	7.9%
AltA	NPLs 12 Months Ago	29.6%	55.5%	14.8%	0.1%	100.0%	14,9%
	NPLs 24 Months Ago	61.5%	31.3%	7.1%	0.1%	100.0%	7.2%
Option ARM	NPLs 12 Months Ago	28.7%	60.8%	10.4%	0.0%	100.0%	
	NPLs 24 Months Ago	57.2%	37.1%	5.7%	0.0%	100.0%	
Subprime	NPLs 12 Months Ago	20.6%	29.0%	20.3%	0.0%	100.0%	20.3%
	NPLs 24 Months Ago	20.6%	37.2%	12.2%	0.1%	100.0%	12.3%
All	NPLs 12 Months Ago	25.2%	58.1%	16.7%	0.1%	100.0%	16.8%
	NPLs 24 Months Ago	54.4%	35.7%	9.8%	0.1%	100.0%	%6.6

### Re-Performing Loans by Product Type

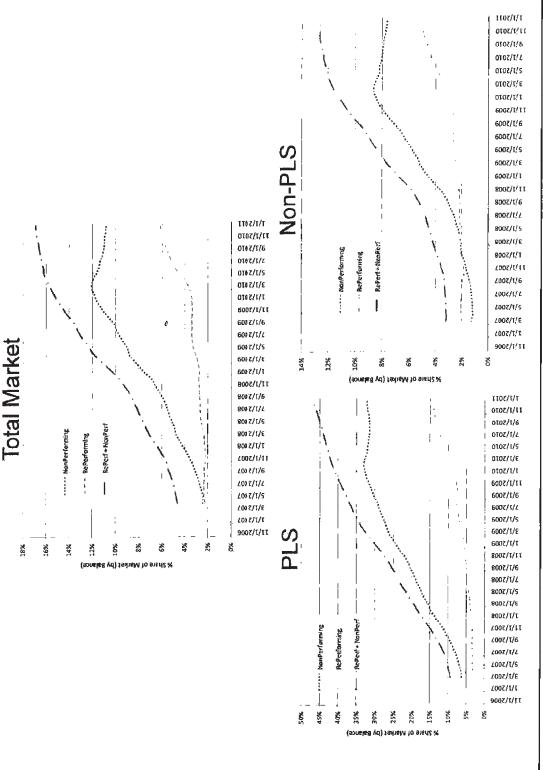
					Voluntary		% Success
Product	Category	Liquidated	Liquidated Non-Performing Re-Performing	Re-Performing	Prepaid	Total	(Prepaid + RPL)
Prime	RPLs 12 Months Ago	2.0%	27.4%	65.9%	4.7%	100.0%	
	RPLs 24 Months Ago	8.4%	29.4%	51.7%	10.5%	100.0%	62.2%
AltA	RPLs 12 Months Ago	1.8%	33,4%	63.3%	1.5%	100.0%	64.8%
	RPLs 24 Months Ago	12.0%	40.8%	43.7%	3.4%	100.0%	47.1%
Option ARM	RPLs 12 Months Ago	2.0%	38.6%	29.0%	0.5%	100.0%	
	RPLs 24 Months Ago	15.2%	20.8%	32.9%	1.1%	100.0%	34.0%
Subprime	RPLs 12 Months Ago	1.3%	37.0%	97.8%	0.9%	100.0%	
	RPLs 24 Months Ago	9.2%	44.7%	43.9%	2.2%		
AII	RPLs 12 Months Ago	1.5%	35.8%	61.4%	1.2%	100.0%	62.6%
	RPLs 24 Months Ago	10.2%	43.9%	43.2%	2.7%	100.0%	45.9%

Source: CoreLogic, Amherst Securities



### S

# Breakdown of the Mortgage Market

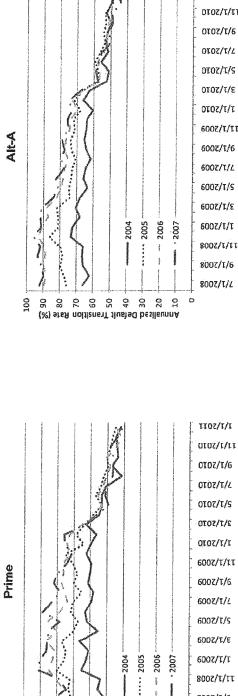




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## 2004-2007 Vintages by Product Type Transition Rates of Re-Performers:

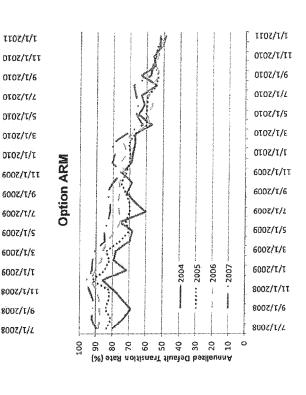


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Subprime

8 80 2 99 50

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8007/1/6

7/1/2008

. 2007

2006

2004 .... 2002

40 30 20 5

Annualized Default Transition Rate

Amherst Securities Group LP



### 12 And 24 Months by Product and Equity Status Performance Of Always Performing Loans After

Always Performing Loans

MTM CLTV Product   Bucket (%)	V S) Category	Liquidated	Liquidated Non-Performing Re-Performing Performing	Re-Performing	Always Performing	Voluntary	Ē	(Prepaid+APL+	% Clean Success	
Prime <=100	APIS	0.3%	2.5%	%0.0	76.2%	4	290 OUL	1/0C VD	Trepdid + Mrd	September 1
	APLS 24 Months Ago	1.1%	3.6%			35.4%	100.0%	8/7: Y		00 00
100-120	APLS 12 Months Ago	1.0%	7.3%				100.0%	817%		80
	APLs 24 Months Ago	4.2%	11.5%	0.0%	65,1%	14.8%	100.0%	85,3%		8
>120	APLS 12 Months Ago	2.2%	13.4%	0.0%			100.0%	84.4%		81 49
	APLs 24 Months Ago	10.3%	19.7%		57.5%		300.0%	70.0%		63.36
₹	APLS 12 Months Ago	0.6%	4.3%	%0.0		-	100.0%	95.7%		00 20
	APLS 24 Months Ago	2.5%	6.5%			29.3%	100.0%	5		03 88
Alt <=100	APLS 12 Months Ago	0.5%	5.6%	%0'0		1	100.0%	30.00		8
	APLS 24 Months Ago	2.7%	82.8		63.5%		100.0%	87.7%		2 6
100-120		1.1%					100.0%	86.5%		200
	APLs 24 Months Ago	6.7%	20.6%	0.0%		7.5%	100.0%	7		5 7
>120	APLS 12 Months Ago	2.5%					100.0%	77.8%	,	20 86
	APLS 24 Months Ago	14.6%			42.1%		300.0%	55.3%		44 1%
All	APIs 12 Months Ago	1.0%	10.0%	0.0%			30.00L	88.9%	3	8,0
4	$\neg$	6.7%			56.4%	12,7%	300.0%	76.1%		%1 69
Option ARM <=100		0.7%					100.0%	88.7%		85.9%
		4.6%					100.0%	77.1%		20 6%
100-120		1.3%					300.0%	80.5%		75 78
	APLS 24 Months Ago	8.6%	30.0%	%0:0		2.9%	100.0%	61.4%		7 20
>120	APLS 12 Months Ago	2.5%					100.0%	71.2%		%9 99 96 6%
	APLs 24 Months Ago	15.9%			34.6%		100.0%	45.3%	• •••	2 2
₹	APLS 12 Months Ago	1.6%				2.5%	1DO.0%	79.3%		75.5%
+	Т	11.2%		0.0%	45.1%	3.6%	300.0%	57.5%	7	48.7%
Subprime <=100		0.6%	10.1%		77.3%		100.0%	89.3%	8	83.9%
	Т	4.0%					300.0%	78.7%		66.8%
100-120	********	1.2%				2.4%	200.001	80.5%		72.2
	APLS 24 Months Ago	7.3%			***************************************		300.0%	62.6%	7	43.6%
>120	APLS 12 Months Ago	2.3%			62.9%		300.000	73.2%	)	63.5%
	APLs 24 Months Ago	14.1%				1.2%	100.0%	49.6%		28.3%
Ā	APLS 12 Months Ago	1.1%			72.8%		300.001	84.1%		77.2%
	APLs 24 Months Ago	7.8%	7		42.4%	8.2%	300.0%	66.7%		20.6%
<=100	APLS 12 Months Ago	0.4%		0.0%			100.0%	94.4%		92 20
		2.3%	8.8%		59.3%	25.1%	300.000	88.9%	• ~	84.49%
100-120		1.1%	12.6%				100.0%	86,3%	~	8
	APLs 24 Months Ago	6.5%			54.2%	8.3%	300.001	72.1%		62 5%
>120	APLs 12 Months Ago	2.4%				1.4%	30.000	76.7%		71.3%
	APLs 24 Months Ago	14.2%	32.2%		38.9%	2.0%	30.001	23.6%	7	40.0%
₹	APLS 12 Months Ago	%6.0	9.7%	0.0%			100.0%	89.4%		86.39
	A DI C TA RAMPHAN A PARA	C. 4.10.	***							

Source: CoreLogic, Amherst Securities

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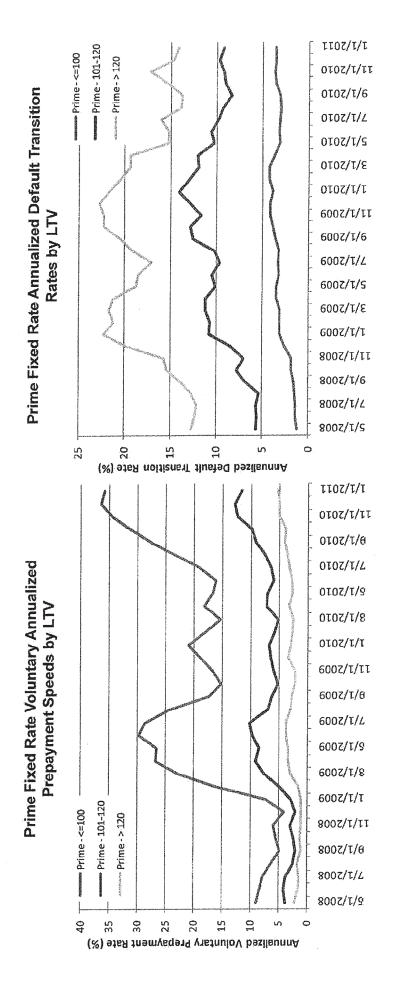


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## Equity Matters For Both Prepay Speeds and Default Transitions



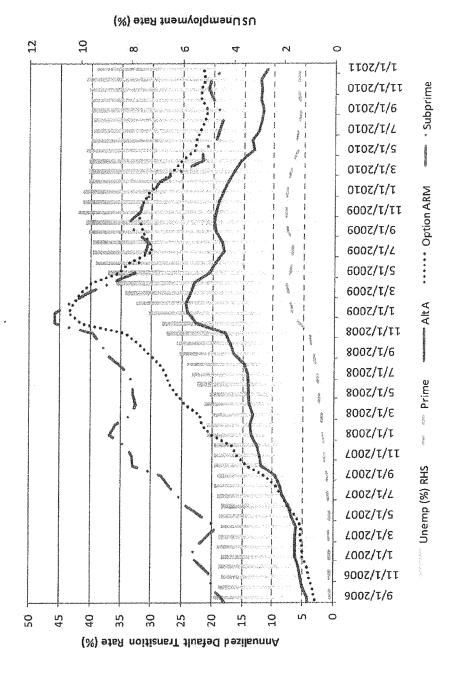
Source: CoreLogic, Amherst Securities

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### တ

# Timing Shows Unemployment Did Not Drive Default



Source: CoreLogic, Amherst Securities





# Unemployment Vs. CLTV - Annualized Transition Rate Matrix

### Prime

8		o was Joseph Language		7
120 CLTV > 1	9.56	16,85	16.16	15,43
0 CLTV 101-120	6.31	8.81	9.91	9.18
0 - CLTV 81-100	4.98	5.93	6.05	6.46
- CLTV<= 80	2.60	274	2.19	2.76
Unemployment Rate 3Mo Ago (%	<=8.0	8.1-10.0	10.1-12.0	>12.0

### AltA

6.39 11.45 15.15 22.63	9,78 13.30	
8.1-10.0	10,1-12,0	>12.0

### Subprime

GITV> (20	25.46	30.67	31.09	31.04
CLTV 81-100 CLTV 101-120 CLTV > 120	24.09	25.93	23.14	19.73
CLTV 81-100	19.65	20.30	17.54	15.17
CLTV<= 80	11.70	12.44	9.39	9.05
Unemployment Rate 3Mo Ago (%)	<=8.0	8.1-10.0	10.1-12.0	> 12.0

### Option ARM

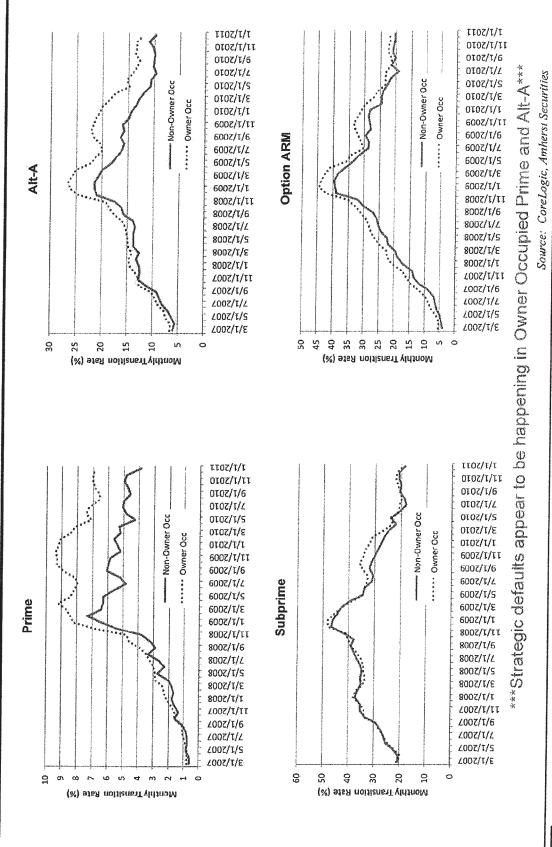
<= 8.0 ×= 8.0	9.74	14.64	19.52	27.72
8.1-10.0	11.72	16.37	20.58	28.75
10.1-12.0	7.07	15.06	21.03	29.95
>12.0	8,94	11.73	19.21	29.27

Source: CoreLogic, Amherst Securities



# Fransition Rates (cTr) of 2004-2007 Vintages by Occupancy

a % of Always Performing)

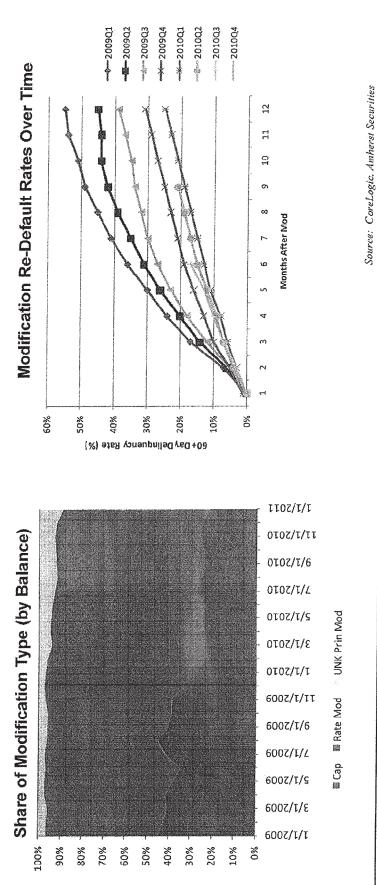




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# Modification Success: A Historical Perspective

- HAMP Provided A Blueprint For More Significant Mods
- 2. Trial Modification Programs Don't Count
- Result: Modification Experience Appears To Be Improving



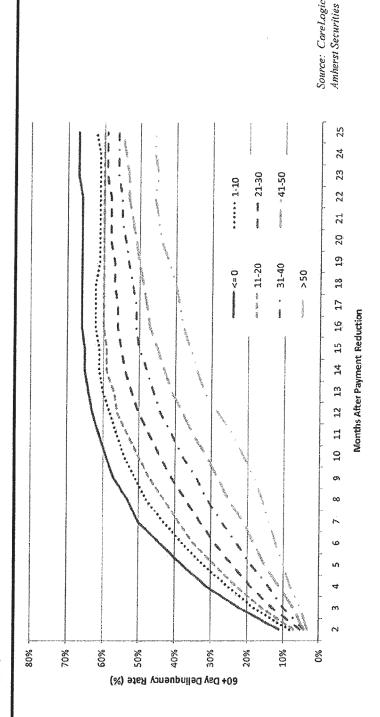
Loan Modification Type (% of Total Modification Balance)



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## Re-Default Rates Remain High Even With Significant Payment Reduction



31.6%. This translates into a drop in the average payment from \$1,435.77 to \$836.42, an average savings ▶Under HAMP, borrowers front end DTI went from 45.3% before the modification to 31.0% after, a drop of of \$599.35 per month.

>The median back-end DTI went from 79.5% before the modification to 62.8% afterwards, a still unsustainable level.

►HAMP has increased negative equity modestly. Numbers indicate median LTV ratios under HAMP increased from a 120% to 125%.

Source: US Treasury, Congressional Oversight Panel, November Oversight Report: An Assessment of Foreclosure Mitigation Efforts After Six Months



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# HAMP Modifications Are Likely To Be Largely Ineffective

Percentages of Each Type of Modification by Investor in Fourth Quarter 2009

	Contests						
	Mae	n same Mac		inteed investor		Overell	2010 2010 2010 2010
Capitalization	97.7%			96.0%	36.2%	82.3%	
Rate Reduction	80.7%			82.1%	-	84.2%	
Rate Freeze	0.4%		The state of the s	1.9%	<b>.</b>	1.9%	
Term Extension	31.3%			13.8%	3 1	44.1%	
Principal Reduction	0.0%			0.0%	E .	6.8%	Principa
Principal Deferral	8.0%			2.8%	20	6.1%	
Unknown	1.4%			0.5%	į -	1.4%	

Percentages of Each Type of Modification by Investor in Third Quarter 2010

	Farmie	Freddie	Governments	Private		
	Mae	Mac	itara	SE SE	Partfolio	Overall
Capitalization	98.3%	98.2%			58.8%	87.5%
Rate Reduction	91.1%	78.7%		è	70.8%	86.2%
Rate Freeze	2.2%	2.9%		ŧ	2.0%	1.9%
Term Extension	51.0%	67.4%		ž.	59.6%	57.4%
Principal Reduction	%0:0	0.0%	0.0%	0.2%	25.1%	4.5%
Principal Deferral	11.7%	12.6%			13.8%	10.1%
Unknown	0.2%	0.3%		1	9.1%	2.0%

Re-Default Rates for Portfolio Loans and Loans Serviced for Others

(60 or More Days Delinquent)\*

				And the state of t
and the second s	Three Months	Six Months	Nine Months	12 Months
	After	After	After	Afrer
Investor Loan Type	Modification	Modiffication	Mediffication	
Fannie Wae	15.2%	27.6%	42.5%	52.5%
Freddie Mac	16.2%	28.7%	44.2%	55.8%
Government- Guaranteed	21.6%	42.9%	55.9%	62.3%
Private	28.1%	42.1%	52.5%	58.2%
Portfolio Loans	9.2%	18.2%	24.8%	30.1%
Total	20.0%	33.8%	44.7%	51.4%
* Data include all modifications implemented since January 1, 2009, 4434 have had 45 mm.	onsimplementer	I cince langary 1	2000 that base base	# (** ) (**) **

a include all modifications implemented since January 1, 2009, that have had time to age

the indicated number of months.

Source: OCC/OTS Mortgage Metrics Report - Third Quarter 2010



## You need both Supply and Demand Side Measures How Do You Solve The Housing Crisis?

### On the demand side:

- foreclosed properties. The prudent expansion of credit into this sector is the single most important demand-Increase credit availability to investors. Investors have already purchased a disproportionate share of side action that can be taken. There are a number of conceptual options: 7
- An investor FHA program, in which the borrower puts down 15-20%; currently Fannie and Freddie credit availability for investor properties is very limited, and FHA is owner-occupied homes only <u>a</u>
- targeting distressed areas (x% of the fund must be in distressed markets). Housing is quite affordable, A PPIP-type program, that provides leverage to investors to buy homes and rent them out. This could and the idea that the government would be willing to make an investment in housing and help solidify be marketed as a "public-private community investment fund." It could be done on a regional basis, prices, allowing more homes to clear the market without an additional round of home price **Q**
- verification of income and assets, home appraisal required). (By tying this to a rapid resolution of the original programs, be locked out from home ownership for years. Fix this by re-qualifying borrowers who are in a existing home within x months of going delinquent, you are eligible to be pre-qualified for a mortgage you home, you clean up the overhang more quickly. This is the opposite direction from recent Fannie actions, -arge numbers of borrowers who have defaulted or will default on existing mortgages will, under present nome they can't afford into one they can afford. So for example, if you voluntarily turn in the keys to your can afford. You can then look for a home to apply it to. This would be a full documentation loan (full which require a borrower to wait a longer period of time before qualifying for a mortgage. 3
- demand—amnesty through an investment in housing. You would want to require proof of employment, as And....thinking way outside the box...use the pool of immigrants who have jobs to stimulate housing well as some minimum value on the home. 3



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### BNYM CW-00000296

## On the Supply Side—You need a successful Modification Program How Do You Solve The Housing Crisis?

### For successful modifications:

- The modified loans must be re-underwritten to verify income and assets. This is an origination activity, not a servicing activity
- Back-end as well as front-end DTI must be brought into line. The borrowers total financial obligations, not just the first mortgage, must be restructured
- The borrower must be re-equified.

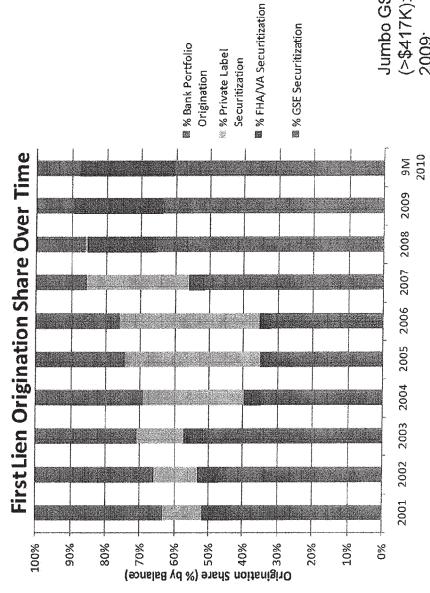
### To deal with negative equity:

- Principal forgiveness—You need a mandatory program that forgives principal on the first lien and substantially eliminates the second lien. Voluntary programs won't work, the idea of earning the reduction over time is appealing.
- Moral Hazard—We need to think of this as an economic issue, not a moral one. It's rational for most of the borrowers who are defaulting to do so. We need to increase the cost of default and simultaneously increase the benefit if they choose to stay in their home.
- The cost of default can be increased by taxing the borrower for the housing benefit he receives if he fails to pay his mortgage. That eliminates the 2 years free rent the borrower obtains while he is waiting to be evicted.
- subject to the tax, those that agree to a short sale would not. Borrowers who receive a principal reduction would receive the debt relief. incentives: getting borrowers to work with their lenders for a quick resolution. Borrowers who go all the way to foreclosure would be Temporary mortgage debt relief was poorly conceived. The legislation could be re-vamped to produce the desired set of financial It would be rescinded if they later default.
- A borrowers who goes all the way to foreclosure is locked out from buying a home for a period of time, a borrower who agrees to a short sale or deed-in-lieu will be pre-qualified for an affordable mortgage.
- If the borrower accepts a principal reduction, in which 1/3 of the total amount is forgiven each year, there should be a set of well defined
- 1) This should ruin the borrower's credit rating for a number of years.
- Any appreciation is either taxed at a high rate or done as a shared appreciation mortgage. 33
- To discourage "economic defaulters" who can easily afford their home, lenders will pursue deficiency judgments to the extent
- The idea is that a borrower at a 150% CLTV is likely to default anyway. The borrower at 120 CLTV may not default, particularly if the frictions to default are large.
- Second liens—Second liens are a huge problem, and as you know, a disproportionately large numbers of high LTV borrowers have seconds. To successfully deal with negative equity, we would like the see the second lien eliminated or required to take a disproportionate write-down.



I

# Origination And Securitization Volumes



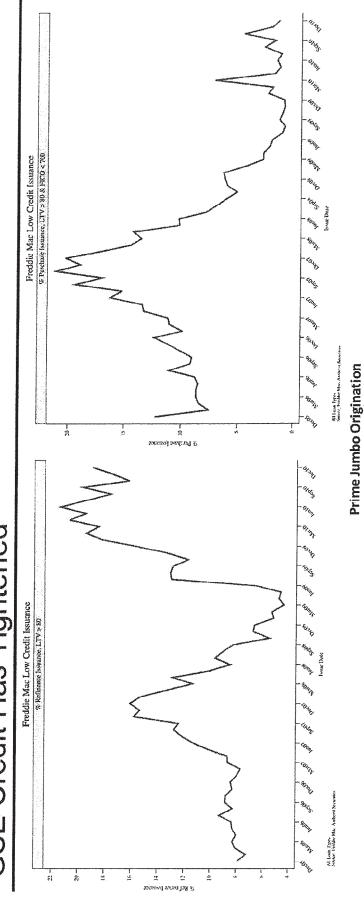
Jumbo GSE Origination

(>\$417K): 2009:

\$ 121B \$ 57B \$ 97B H1 2010: 9M 2010: This material has been prepared by individual sales and/or trading personnel and does not constitute investment research.



## No Credit Availability Outside of Agency Space: **GSE Credit Has Tightened**



2010 W6 5007 20<mark>0</mark>8 Z00Z 9007 5002 5004 2003 7007 T00Z \$100 \$700 \$600 \$500 \$400 \$300 \$200 \$0 Originations (\$ in Billion)

Amherst Securities Group LP

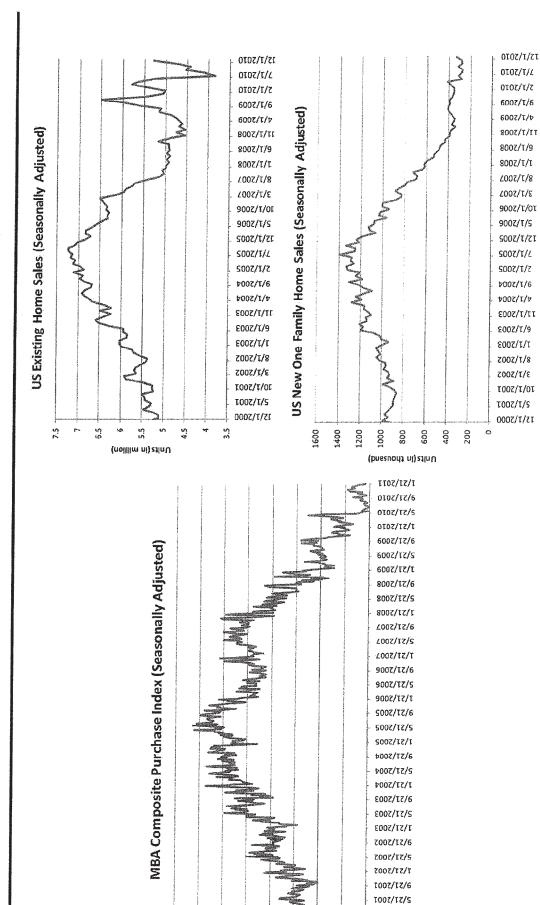
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20

### 21

## Purchase Index Near 10-Year Low



415

515 465

565

315

215 165

265

365

Source: Mortgage Bankers' Association, National Association of Realtors, US Census Bureau

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### **December Remittance**

### Prepayments

Voluntary prepayment speeds were flat to slightly up across all non-agency sectors. Like last month's remittance cycle, changes in prime fixed speeds varied by vintage. Speeds for '04-'07 vintage collateral went up 3.5, 2.6, 0.6, and 1.5 points, to 37.6%, 26.8%, 21.4%, and 23.1% CPR, respectively. This discrepancy in speeds largely reflects the difference in borrowers' ability to refinance. Overall prime FRM speeds were up 1.9 points to 25.9% CPR, a 7% increase, relative to our forecast of 5%. Next month, we expect speeds to decrease slightly, in the range of down 5% based on agency prepayment data.

### Transition Rates

The slower foreclosure process, due in part to foreclosure-gate issues back in October, continues to be felt in the data. Distressed roll rates dropped again this month, albeit at a slower pace than last. Foreclosure-REO transition rates decreased approximately 19% and 17% on average for alt-A and subprime, respectively. On the other hand, REO-liquidation rates were mixed. Prime ARM and alt-A FRM REO-liq transitions rates decreased approximately 10.4% and 5.7% on average, respectively, while subprime FRM and ARM transitions went up 6.9% and 1.3% on average, respectively. We continue to expect distressed roll rates to be depressed for the next few months as banks conclude foreclosure reviews. While the immediate effects from foreclosure-gate effects are temporary, broader effects such as those made evident in the Massachusetts foreclosure case last week suggest more roadblocks to pipeline dissolution. Ultimately, however, the day for shorter timelines and larger scale liquidations draws closer.

### **Delinguencies and Timelines**

Total delinquencies across all non-agency sectors increased 0.2 points. With the exception of alt-A, delinquencies in other non-agency sectors slightly increased, which is likely due to fewer modifications being made. Increased delinquencies primarily resulted from an increased FC bucket, corresponding to the increase in 90-FC transition rates over the past few months. Timelines continue to rise at similar rates to the past several remittance cycles. Month-over-month, the average amount of time a delinquent subprime ARM has spent in 60+ increased by 0.4 months from 19.2 to 19.6 months, and by 5.8 months since Jan 2010.

### **Defaults and Severity**

Defaults were relatively unchanged across non-agency sectors. Option ARM and subprime ARM CDRs increased 0.5 and 0.3 points to 11.8% and 10.2%, respectively, while prime ARM and alt-A FRM CDRs decreased 0.2 and 0.3 points to 4.3% and 5.6%, respectively. CDRs in other sectors remained flat to slightly up.

Loss severities were also mixed across the board. Subprime, alt-A, and option ARM severities went down 0.3, 0.9, and 1.0 points to 75.2%, 56.7%, and 58.5%, respectively. Prime ARM and alt-A FRM severities increased 1.1 and 0.7 points to 41.7% and 58.0%, respectively.

Fixed Income Strategy | United States 12 January 2011

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Table 1: Performance of '04-'07 Vintage Sectors

 Sector
 CPR
 CDR Severity
 C to 30

 Prime FRM
 25.9 (1.9)
 2.8 (0.1) 41.4 (-2.7) 0.7 (-0.01)

 Prime ARM
 14.2 (0.5)
 4.3 (-0.2) 41.7 (1.1) 0.9 (0.01)

 Alt-A FRM
 8.9 (0.5)
 5.6 (-0.3) 58.0 (0.7) 1.6 (-0.04)

 Alt-A ARM
 5.4 (0.5)
 9.6 (0.0) 56.7 (-0.9) 1.8 (-0.15)

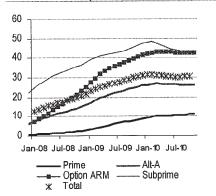
 Opt ARM
 2.1 (0.1) 11.8 (0.5) 58.5 (-1.0) 2.8 (-0.11)

 Subp FRM
 4.5 (0.1) 4.0 (0.1) 68.9 (0.3) 3.2 (-0.04)

 Subp ARM
 1.7 (0.1) 10.2 (0.3) 75.2 (-0.3) 5.4 (-0.09)

Source: Loan Performance, BofA Merrill Lynch Global Research Note: First numbers represent values for the current month. Second numbers in parenthesis represent change in points from the previous month.

### Chart 1: 60+ DQ Populations, '04-'07 Vintages

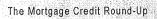


Source: Loan Performance, BofA Merrill Lynch Global Research

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Refer to important disclosures on page 55 to 57. Link to Definitions on page 54.

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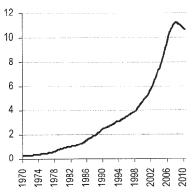
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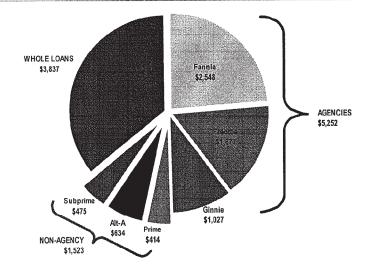
# **Outstanding Mortgages**

Chart 2: Current Outstanding Mortgages (\$B)



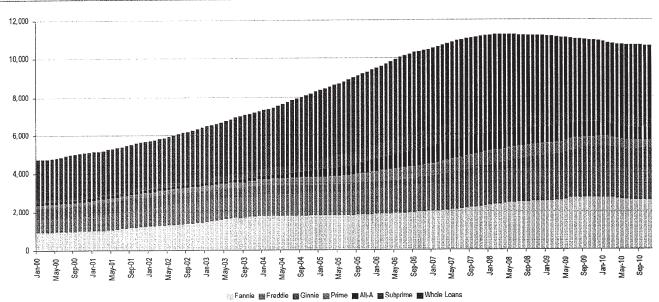


Source: Federal Reserve, BofA Merrill Lynch Global Research



Source: Intex, Federal Reserve, Fannie Mae, Freddie Mac, Ginnie Mae, BofA Merrill Lynch Global Research
Note: Total outstanding amount from the Federal Reserve, agency outstanding amounts from the agencies, nonagency outstanding amounts from
Intex, whole loan outstanding amounts are assumed to be the remainder

### Chart 4: Detailed Historical Outstanding Mortgages (\$B)



Source: Intex, Federal Reserve, Fannie Mae, Freddie Mac, Ginnie Mae, BofA Merrill Lynch Global Research
Note: Total outstanding amount from the Federal Reserve, agency outstanding amounts from the agencies, nonagency outstanding amounts from Intex, whole loan outstanding amounts are assumed to be the remainder



# **Loss Projections**

We present base case model loss projections below.

Table 2: Base Case Loss Projections

***************************************			Liquidation (%)		Collat Loss (%)	Collat Loss w/ Hist (%)		
Sector	Product	Year	(Current balance)	Loss Severity (%)	(Current balance)	(Original Balance)	Vol CPR 12M	Invol CPR 12M
Jumbo	30yr Fixed	2005	20.8	33.3%	5.7	3.4	7.4	2.4
	•	2006	34.3	43.2%	12.6	7.6	8.7	4.4
		2007	41.3	47.0%	15.6	11.1	8.3	4.9
	5/1 ARM	2005	40.5	36.7%	12.9	7.6	6.3	6.5
		2006	43.8	44.8%	16.7	10.8	7.0	9.3
		2007	49.9	49.2%	20.5	16.5	8.7	10.2
Alt-A	30vr Fixed	2005	47.3	49.6%	18.0	11.5	4.1	4.7
	20,	2006	63.8	62.0%	33.3	24.7	3.8	8.9
		2007	64.9	60.8%	32.3	27.6	4.0	8.5
	5/1 ARM	2005	65.5	49.4%	28.1	17.1	4.9	11.4
	••••	2006	72.2	57.2%	36.0	27.7	4.4	15.5
		2007	75.5	60.1%	38.3	34.8	5.1	16.2
Option ARM		2005	77.2	51.3%	35.0	17.5	1.8	12.7
opaon, a an		2006	75.7	56.0%	41.2	32.5	1.5	13.0
		2007	83.5	60.0%	45.5	43.0	1.6	13.6
Subprime	ABX	06-1	79.6	71.5%	54.5	25.0	1.9	13.5
Cappillio	7.07.	06-2	83.9	71.0%	56.7	35.4	1.7	15.2
		07-1	85.3	73.7%	59.9	45.7	1.7	15.7
		07-2	86.2	71.0%	60.1	53.9	1.7	15.5

Source: BofA Merrill Lynch Global Research



# **Ratings Tracking**

# **S&P Ratings Tracking**

Table 3: AAAs Downgraded by S&P

	Prime Fixed	Prime ARM	Alt-A Fixed	Alt-A ARM	Option ARM	Subprime
2000	0.0%	11.8%	0.0%	0.0%		76.3%
2001	0.0%	16.1%	0.0%	20.8%	0.0%	72.8%
2002	0.0%	2.0%	3.3%	7.8%	32.1%	40.3%
2003	0.7%	3.9%	1.0%	9.4%	67.3%	12.1%
2004	8.6%	22.2%	18.2%	38.8%	67.9%	11.5%
2005	74.9%	72.9%	88.1%	86.7%	79.6%	50.7%
2006	93.4%	85.7%	98.8%	98.5%	98.4%	90.1%
2007	97.1%	93.6%	98.5%	99.6%	98.9%_	96.3%
Total	60.9%	66.5%	83.1%	89.5%	94.0%	81.7%

Source: Intex, Loan Performance, S&P, BofA Merrill Lynch Global Research

Note: All results are weighted by current balance

Table 4: AAAs Downgraded Below Investment Grade by S&P

***************************************	Prime Fixed	Prime ARM	Alt-A Fixed	Alt-A ARM	Option ARM	Subprime
2000	0.0%	0.0%	0.0%	0.0%		60.9%
2001	0.0%	0.0%	0.0%	0.0%	0.0%	55.8%
2002	0.0%	2.0%	0.0%	6.1%	0.0%	35.8%
2003	0.0%	0.0%	0.0%	0.0%	0.0%	9.4%
2004	0.6%	3.3%	4.6%	11.9%	40.1%	8.3%
2005	46.8%	44.2%	68.0%	71.6%	69.5%	32.4%
2006	80.1%	72.3%	96.7%	96.5%	91.2%	79.7%
2007	94.5%	87.2%	96.9%	96.8%	90.8%	85.2%
Total	52.2%	50.3%	75.2%	81.5%	85.4%	70.6%

Source: Intex, Loan Performance, S&P, BofA Merrill Lynch Global Research



## Moody's Ratings Tracking

Table 5: AAAs Downgraded by Moody's

	Prime Fixed	Prime ARM	Alt-A Fixed	Alt-A ARM	Option ARM	Subprime
2000		15.6%				59.2%
2001	44.1%	13.4%	0.0%	4.5%	73.8%	66.6%
2002	0.0%	22.2%	19.5%	69.8%	47.1%	54.1%
2003	1.5%	22.2%	24.3%	67.9%	88.7%	29.1%
2004	23.5%	61.5%	73.9%	87.6%	92.8%	17.1%
2005	98.2%	100.0%	99.4%	99.1%	100.0%	84.9%
2006	100.0%	99.8%	99.9%	98.8%	100.0%	96.9%
2007	100.0%	97.5%	100.0%	97.8%	99.7%	99.8%
Total	82.7%	79.5%	94.4%	97.2%	99.7%	91.5%

Source: Intex, Loan Performance, Moody's, BofA Merrill Lynch Global Research

Note: All results are weighted by current balance

Table 6: AAAs Downgraded Below Investment Grade by Moody's

	Prime Fixed	Prime ARM	Alt-A Fixed	Alt-A ARM	Option ARM	Subprime
2000		0.0%				46.2%
2001	0.0%	0.0%	0.0%	0.0%	0.0%	23.3%
2002	0.0%	0.7%	0.0%	0.0%	0.0%	23.7%
2003	0.0%	0.0%	0.0%	0.4%	0.0%	6.8%
2004	0.0%	2.8%	1.0%	6.3%	50.0%	7.4%
2005	85.7%	85.5%	96.7%	95.6%	99.9%	50.2%
2006	96.1%	91.9%	98.8%	98.1%	100.0%	92.8%
2007	99.3%	87.2%	99.0%	96.8%	99.4%	97.0%
Total	76.3%	55.0%	86.3%	87.2%	98.5%	83.5%

Source: Intex, Loan Performance, Moody's, BofA Merrill Lynch Global Research



# Fitch Ratings Tracking

Table 7: AAAs Downgraded by Fitch

	Prime Fixed	Prime ARM	Alt-A Fixed	Alt-A ARM	Option ARM	Subprime
2000	0.0%	0.0%	0.0%	0.0%		55.7%
2001	0.0%	6.4%	0.7%	0.0%	0.0%	84.3%
2002	0.0%	0.1%	9.7%	8.1%	0.0%	51.1%
2003	0.7%	1.9%	16.5%			50.8%
2004	10.9%	33.9%	73.1%	84.4%		26.3%
2005	81.6%	87.9%	97.8%	90.9%	100.0%	72.2%
2006	95.4%	95.5%	99.8%	96.7%	100.0%	94.6%
2007	97.1%	93.0%	100.0%_	99.0%	100.0%	99.9%
Total	71.4%	83.0%	90.8%	96.4%	99.3%	87.6%

Source: Intex, Loan Performance, Fitch, BofA Merrill Lynch Global Research

Note: All results are weighted by current balance

Table 8: AAAs Downgraded Below Investment Grade by Fitch

	Prime Fixed	Prime ARM	Alt-A Fixed	Alt-A ARM	Option ARM	Subprime
2000	0.0%	0.0%	0.0%	0.0%	•	9.9%
2001	0.0%	6.4%	0.0%	0.0%	0.0%	71.2%
2002	0.0%	0.0%	4.7%	0.0%	0.0%	20.6%
2003	0.0%	0.0%	0.8%			9.7%
2004	0.2%	0.1%	7.5%	4.0%		3.2%
2005	37.6%	38.5%	84.4%	86.2%	100.0%	41.0%
2006	77.3%	89.3%	99.5%	96.0%	100.0%	92.5%
2007	90.9%	86.0%_	99.1%	98.5%	100.0%	98.5%
Total	56.0%	64.0%	81.9%	92.7%	99.3%	79.1%

Source: Intex, Loan Performance, Fitch, BofA Merrill Lynch Global Research



# **Combined Agencies Ratings Tracking**

Table 9: AAAs Downgraded by At Least One Agency

, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	. Arvio Bonningi				_	
	Prime Fixed	Prime ARM	Alt-A Fixed	Alt-A ARM	Option ARM	Subprime
2000	0.0%	11.8%	0.0%	0.0%		69.3%
2001	44.1%	15.4%	0.7%	24.4%	73.8%	77.0%
2002	0.0%	21.0%	16.6%	62.1%	47.1%	61.3%
2003	1.4%	21.5%	23.1%	68.5%	88.7%	50.1%
2004	19.5%	59.5%	79.6%	88.2%	93.0%	28.8%
2005	94.0%	96.4%	99.2%	98.0%	100.0%	87.3%
2006	99.0%	99.5%	100.0%	99.4%	100.0%	97.2%
2007	98.2%	97.8%	100.0%_	99.6%	100.0%	100.0%
Total	73.0%	85.5%	93.2%	97.8%	99.8%	92.6%

Source: Intex, Loan Performance, S&P, Moody's, Fitch, BofA Merrill Lynch Global Research

Note: All results are weighted by current balance

Table 10: AAAs Downgraded Below Investment Grade by At Least One Agency

	Prime Fixed	Prime ARM	Alt-A Fixed	Alt-A ARM	Option ARM	Subprime
2000	0.0%	0.0%	0.0%	0.0%		47.7%
2001	0.0%	2.0%	0.0%	0.0%	0.0%	63.0%
2002	0.0%	2.5%	3.0%	6.1%	0.0%	35.5%
2003	0.0%	0.0%	0.5%	0.4%	0.0%	12.7%
2004	0.7%	3.1%	5.9%	13.0%	53.1%	10.9%
2005	77.1%	77.1%	96.3%	94.5%	100.0%	58.0%
2006	94.9%	94.0%	99.6%	98.8%	100.0%	94.7%
2007	95.2%	93.8%	99.5%	99.0%_	99.6%	98.1%
Total	65.7%	67.2%	84.5%	89.4%	98.7%	85.4%

Source: Intex, Loan Performance, S&P, Moody's, Fitch, BofA Merrill Lynch Global Research



# Original Collateral Characteristics

Table 11: Original Collateral Characteristics

	Origination	Loan	Original	Average	Original		Full	Owner				
Sector	Year	Count	Balance	Loan Size	LTV	FICO	Doc	Occ		Cash-Out	CA	FL
Prime FRM	2004	103,404	48,798,602,200	471,922	66	739	57	93	40	18	44	4
	2005	114,704	60,066,571,574	523,666	69	742	53.	94	48	30	38	5
	2006	111,404	62,928,241,717	564,865	71	743	52	93	56	25	33	6
	2007	112,287	67,565,289,297	601,720	72	745	47	94	56	22	34	5
Prime ARM	2004	313,481	133,363,251,322	425,427	69	734	54	91	51	18	48	6
	2005	206,839	107,257,802,707	518,557	70	741	53	90	56	25	48	6
	2006	97,334	61,942,691,093	636,393	70	740	41	88	51	27	50	6
	2007	50,810	36,505,687,083	718,474	70	741	39	87	46	28	50	6
Alt-A FRM	2004	341,574	67,041,393,882	196,272	73	710	36	75	47	35	29	8
	2005	545,417	124,425,044,464	228,128	72	715	34	80	47	39	27	9
	2006	483,662	121,900,910,475	252,037	74	708	23	81	47	38	25	10
	2007	172,197	55,101,302,284	319,990	72	716	24	83	38	40	31	g
Alt-A ARM	2004	460,434	127,043,433,252	275,921	76	709	34	81	61	25	45	7
	2005	556,041	164,512,414,234	295,864	76	713	28	79	64	25	39	10
	2006	418,594	147,091,539,932	351,394	75	711	21	80	60	26	42	10
	2007	107,554	49,989,113,627	464,782	75	719	18	81	47	28	50	9
Payment Option ARM	2004	135,852	51,318,941,204	377,756	72	706	25	89	38	46	61	7
	2005	362,210	138,788,063,192	383,170	74	709	17	82	. 38	46	61	9
	2006	360,602	141,802,419,205	393,238	75	708	10	84	28	50	57	11
	2007	65,590	27,540,235,276	419,885	75	711	8	-82	23	43	52	13
Hybrid Option ARM	2006	38,547	14,474,572,678	375,505	76	716	11	88	38	39	58	9
7	2007	70,652	28,211,224,515	399,298	75	718	15	85	22	44	56	9
Subprime FRM	2004	459,426	73,581,338,172	160,159	77	642	70	92	18	71	29	8 11
	2005	429,155	71,928,793,606	167,606	77	636	72	94	17	74	21	
	2006	350,917	59,144,448,027	168,543	77	629	71	94	19	71	17	12
	2007	94,052	16,396,161,410	174,331	78	619	71	94	14	71	14	11
Subprime ARM	2004	1,471,426	272,659,855,218	185,303	82	619	60	94	41	53	34	7
1	2005	1,850,205	382,363,190,147	206,660	81	626	55	93	46	49	31	10
	2006	1,345,770	299,976,029,642	222,903	81	623	52	93	46	49	29	12
	2007	224,420	52,813,006,018	235,331	82	621	57	93	35	56	26	12

Source. Loan Performance, BofA Merrill Lynch Global Research

Note: Loan Performance data only includes securitized mortgages reported by servicers. Hence the reported totals understate actual securitized totals.



# **Current Collateral Characteristics**

Table 12: Current Collateral Characteristics

	Origination	Loan	Current	Average		Current	% With		Full	Owner		Cash-		
Sector	Year		Balance	Loan Size	WALA	LTV	LTV>100	FICO	Doc	Осс	Prch	Out	CA	FL
Prime FRM	2004	43,682	16,805,239,198	384,718	78	66	- 6	736	57	93	39	19	42	. 5
	2005		31,422,582,079	476,858	65	90	29	738	53	94	47	31	39	5
	2006	60,431	31,424,716,335	520,010	53	101	42	737	51	94	52	29	36	7
	2007	71,216	40,194,928,292	564,409	43	100	41	740	46	94	53	25	36	6
Prime ARM	2004	86,030	35,376,275,428	411,209	77	77	14	734	52	90	52	18	51	6
	2005	102,620	51,132,415,154	498,269	65	99	42	738	53	90	55	26	51	7
	2006	51,777	30,734,021,124	593,584	54	106	53	735	40	88	48	30	53	7
	2007	31,764	21,569,332,989	679,050	44	103	50	737	37	87	43	30	54	6
AIt-A FRM	2004	144,803	24,005,710,488	165,782	77	74	12	714	38	71	44	36	30	8
	2005	295,261	63,446,093,969	214,881	65	94	32	715	36	80	44	41	29	9
	2006	277,129	66,355,385,606	239,439	53	104	42	706	24	82	43	41	25	12
	2007	118,474	36,535,998,875	308,388	44	102	42	713	24	83	36	42	32	9
Alt-A ARM	2004	91,875	23,820,545,197	259,271	77	88	26	714	39	78	57	26	41	9
	2005	202,846	59,670,991,151	294,169	65	109	53	716	32	80	61	27	38	12
	2006	199,171	68,786,184,318	345,362	53	118	64	711	24	82	55	30	43	11
	2007	64,370	29,610,594,213	460,006	44	113	62	717	19	83	43	30	52 55	9
Payment Option ARM	2004	24,556	9,062,885,266	369,070	75	97	40	696	25		37	48	55	10
	2005	116,064	45,384,199,934	391,027	65	125	72	704	17	81	37	48	57	13
	2006	181,958	74,758,611,982	410,856	53	132	79	706	9	82.000000000000000000000000000000000000	28	51	54	14
	2007	42,251	18,136,792,687	429,263	45	125	75	708	8		23	46	51	15
Hybrid Option ARM	2006		8,353,850,300	403,782	50	134	83	714	12		35	43	57	10
	2007	alle and the second of the company of	20,613,432,174	429,491	44	125	77	717	14	85	21	45 69	56 27	10 7
Subprime FRM		171,594	24,011,945,893	139,935	78	78	14	649	72	KONA CONTRACTOR	18		Marie Control	11
		221,968	35,163,339,673	158,416	65	96	33	640	72		17	73	22	
		217,239	36,025,910,769	165,835	53	105	42	629	72		18	72 70	— 18 45	13
	2007		11,867,336,455	175,906	45	103	42	618	71	\$70,500 to \$100 me \$10	12	72	15	13
Subprime ARM	2004		19,920,659,940	145,812	76	93	29	611	65		40	52	16	7
	2005		74,798,929,478	192,363	65	113	54	623	59		46	48	24	12
	2006		116,974,495,827	217,725	53	122	63	620	57	94	42	52	23	14
	2007	129,102	30,586,797,136	236,920	45	119	62	616	59	94	31	59	24	13

Source: Loan Performance, BofA Merrill Lynch Global Research
Note; Loan Performance data only includes securitized mortgages reported by servicers. Hence the reported totals understate actual securitized totals.

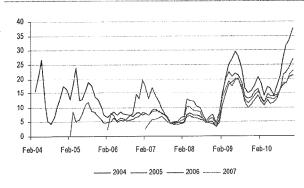


# **Prepayments**

Both a full history and recent 12-month history of voluntary prepayments is shown below. A voluntary prepayment is defined as a liquidation from a state of delinquency less than or equal to 60 days.

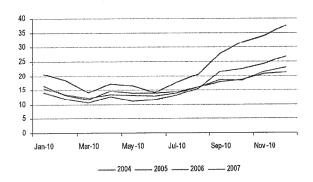
## Prime FRMs

Chart 5: Prime FRM 1m CPR Full History (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

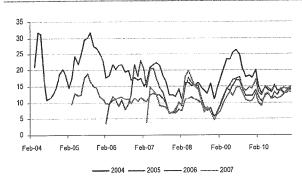
### Chart 6: Prime FRM 1m CPR Last 12 Months (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

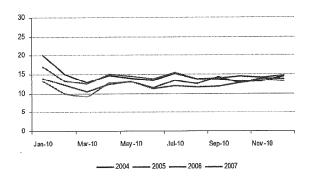
### Prime ARMs

Chart 7: Prime ARM 1m CPR Full History (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

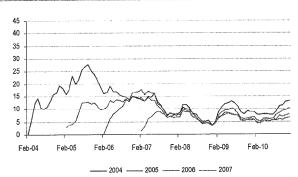
#### Chart 8: Prime ARM 1m CPR Last 12 Months (%)





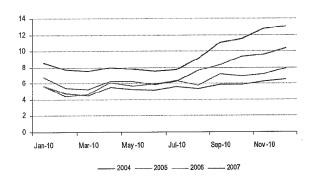
## Alt-A FRMs





Source: Loan Performance, BofA Merrill Lynch Global Research

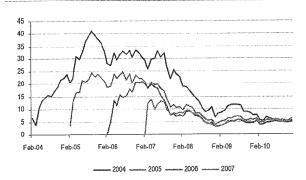
#### Chart 10: Alt-A FRM 1m CPR Last 12 Months (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

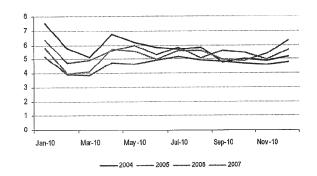
## Alt-A ARMs

Chart 11: Alt-A ARM 1m CPR Full History (%)



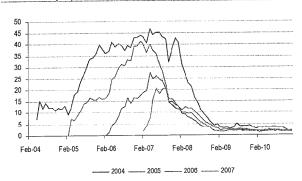
Source: Loan Performance, BofA Merrill Lynch Global Research

## Chart 12: Alt-A ARM 1m CPR Last 12 Months (%)



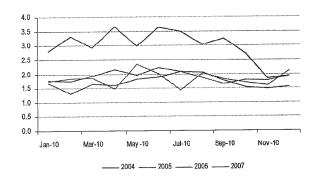
## Pay Option ARMs

Chart 13: Pay Option ARM 1m CPR Full History (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

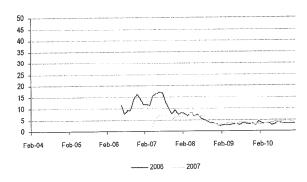
### Chart 14: Pay Option ARM 1m CPR Last 12 Months (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

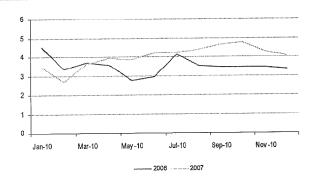
## **Hybrid Option ARMs**

Chart 15: Hybrid Option ARM 1m CPR Full History (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

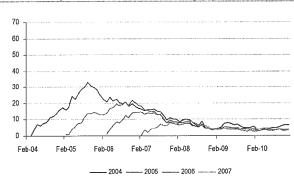
## Chart 16: Hybrid Option ARM 1m CPR Last 12 Months (%)





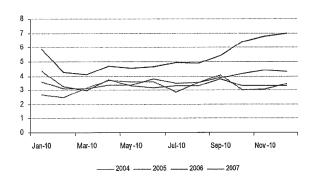
## Subprime FRMs

Chart 17: Subprime FRM 1m CPR Full History (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

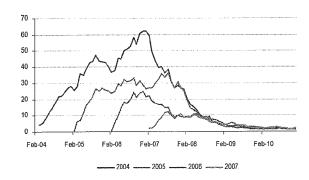
### Chart 18: Subprime FRM 1m CPR Last 12 Months (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

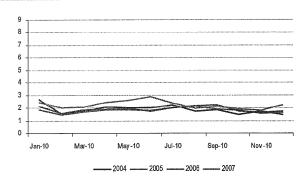
## Subprime ARMs

Chart 19: Subprime ARM 1m CPR Full History (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 20: Subprime ARM 1m CPR Last 12 Months (%)



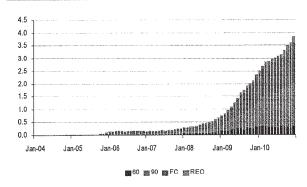


# **Delinquencies**

A full history of seriously delinquent loans is shown below. Seriously delinquent is defined as 60 or more days delinquent by OTS method including foreclosure and real estate owned. Seriously delinquent loans are bucketed by delinquency state.

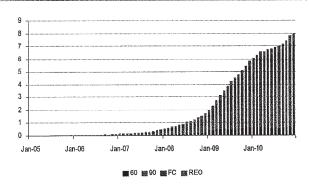
### Prime FRMs

Chart 21: 2004 Prime FRM 60+ Delinquencies (%)



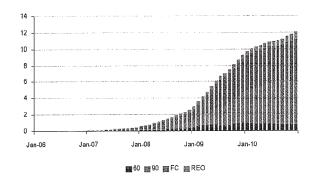
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 22: 2005 Prime FRM 60+ Delinquencies (%)



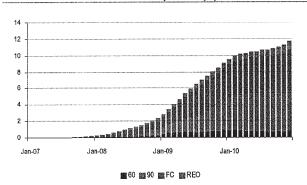
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 23: 2006 Prime FRM 60+ Delinquencies (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

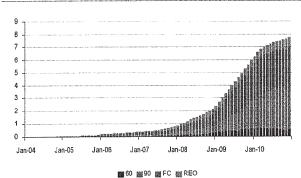
Chart 24: 2007 Prime FRM 60+ Delinquencies (%)





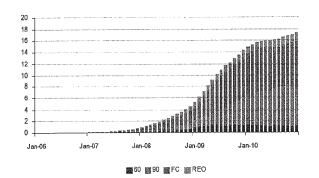
## Prime ARMs

### Chart 25: 2004 Prime ARM 60+ Delinquencies (%)



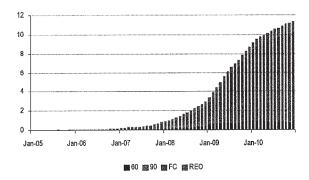
Source: Loan Performance, BofA Merrill Lynch Global Research

## Chart 27: 2006 Prime ARM 60+ Delinquencies (%)



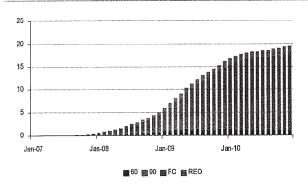
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 26: 2005 Prime ARM 60+ Delinquencies (%)



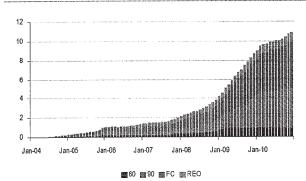
Source: Loan Performance, BotA Merrill Lynch Global Research

### Chart 28: 2007 Prime ARM 60+ Delinquencies (%)



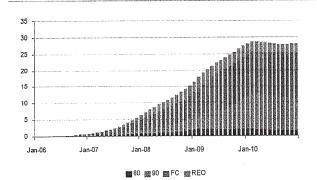
## Alt-A FRMs

### Chart 29: 2004 Alt-A FRM 60+ Delinquencies (%)



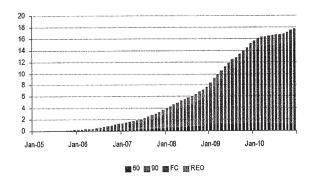
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 31: 2006 Alt-A FRM 60+ Delinquencies (%)



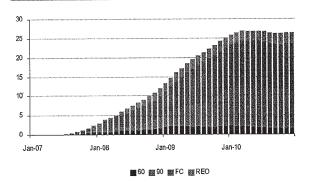
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 30: 2005 Alt-A FRM 60+ Delinquencies (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

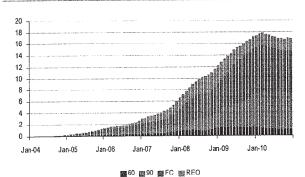
### Chart 32: 2007 Alt-A FRM 60+ Delinquencies (%)





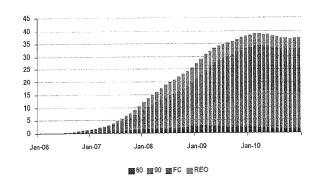
## Alt-A ARMs

### Chart 33: 2004 Alt-A ARM 60+ Delinquencies (%)



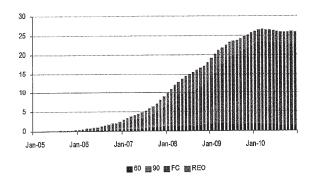
Source: Loan Performance, BofA Merrill Lynch Global Research

## Chart 35: 2006 Alt-A ARM 60+ Delinquencies (%)



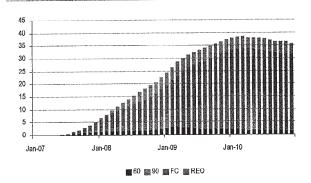
Source: Loan Performance, BofA Merrill Lynch Global Research

#### Chart 34: 2005 Alt-A ARM 60+ Delinquencies (%)



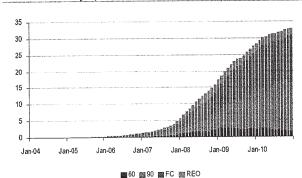
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 36: 2007 Alt-A ARM 60+ Delinquencies (%)



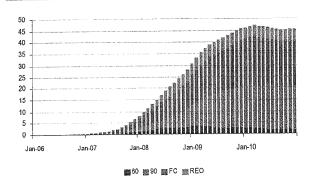
## Pay Option ARMs

## Chart 37: 2004 Pay Option ARM 60+ Delinquencies (%)



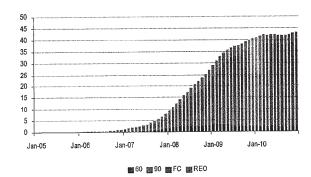
Source: Loan Performance, BofA Merrill Lynch Global Research

## Chart 39: 2006 Pay Option ARM 60+ Delinquencies (%)



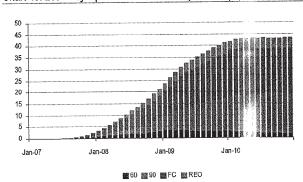
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 38: 2005 Pay Option ARM 60+ Delinquencies (%)



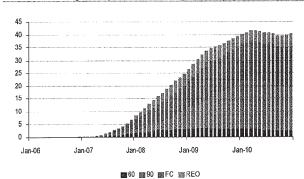
Source: Loan Performance, BofA Morrill Lynch Global Research

### Chart 40: 2007 Pay Option ARM 60+ Delinquencles (%)



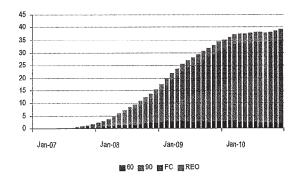
## **Hybrid Option ARMs**

### Chart 41: 2006 Hybrid Option ARM Delinquencies (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

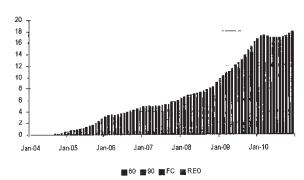
### Chart 42: 2007 Hybrid Option ARM Delinquencies (%)





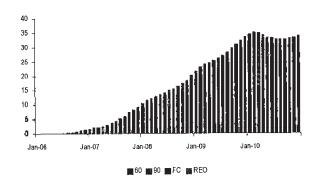
# Subprime FRMs

Chart 43: 2004 Subprime FRM 60+ Delinquencies (%)



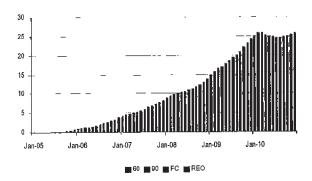
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 45: 2006 Subprime FRM 60+ Delinquencies (%)



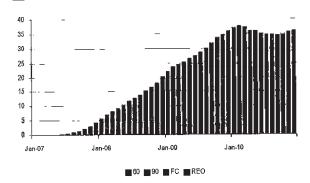
Source: Loan Performance, BofA Merrill Lynch Glebal Research

Chart 44: 2005 Subprime FRM 60+ Delinquencies (%)



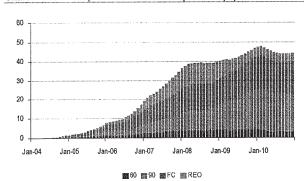
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 46: 2007 Subprime FRM 60+ Delinquencies (%)



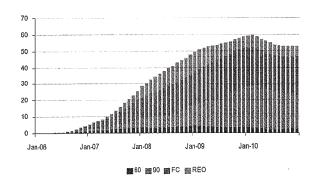
## Subprime ARMs

### Chart 47: 2004 Subprime ARM 60+ Delinquencies (%)



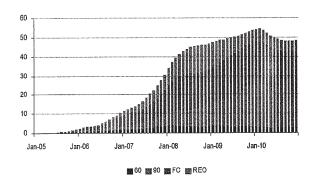
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 49: 2006 Subprime ARM 60+ Delinquencies (%)



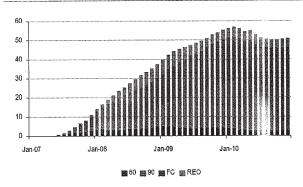
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 48: 2005 Subprime ARM 60+ Delinquencies (%)



Source: Loan Performance, BofA Merrill Lynch Global Roscarch

### Chart 50: 2007 Subprime ARM 60+ Delinquencies (%)



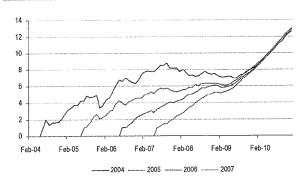


## **Distressed Timelines**

Both a full history and recent 12-month history of the average number of months spent in 60+ delinquency. For each month of data, loans that are in a state of 60+ days delinquency, foreclosure, or REO are tagged and the average number of months spent in that state is calculated for each cohort, weighted by loan balance.

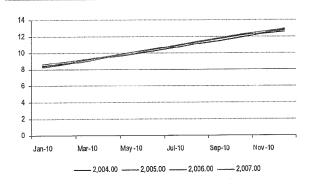
### Prime FRMs

Chart 51: Prime FRM Avg Num of Months in 60+ DQ - Full History



Source: Loan Performance, BofA Merrill Lynch Global Research

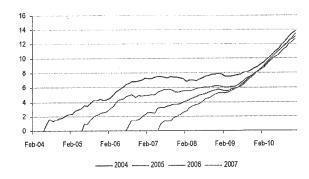
Chart 52: Prime FRM Avg Num of Months in 60+ DQ - Last 12 Months



Source: Loan Performance, BofA Merrill Lynch Global Research

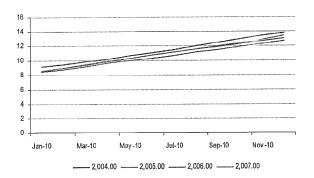
## Prime ARMs

Chart 53: Prime ARM Avg Num of Months in 60+ DQ - Full History



Source: Loan Performance, BofA Merrill Lynch Global Research

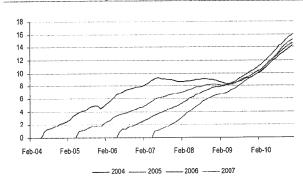
Chart 54: Prime ARM Avg Num of Months in 60+ DQ - Last 12 Months





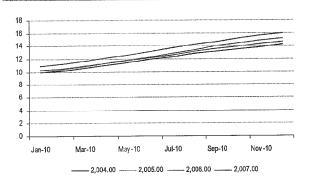
# Alt-A FRMs

### Chart 55: Alt-A FRM Avg Num of Months in 60+ DQ - Full History



Source: Loan Performance, BofA Merrill Lynch Global Research

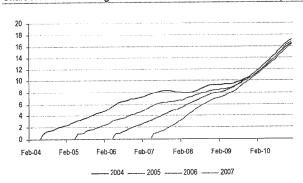
### Chart 56: Alt-A FRM Avg Num of Months in 60+ DQ - Last 12 Months



Source: Loan Performance, BofA Merrill Lynch Global Research

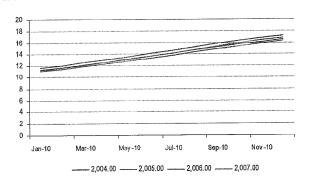
## Alt-A ARMs

Chart 57: Alt-A ARM Avg Num of Months in 60+ DQ - Full History



Source: Loan Performance, BofA Merrill Lynch Global Research

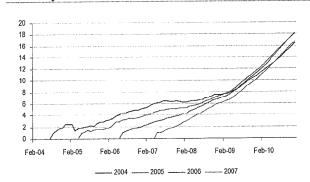
#### Chart 58: Alt-A ARM Avg Num of Months in 60+ DQ - Last 12 Months





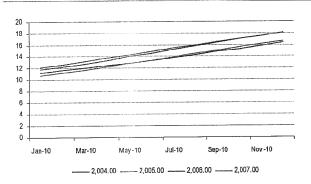
## Pay Option ARMs

Chart 59: Pay Option ARM Avg Num of Months in 60+ DQ - Full History



Source: Loan Performance, BofA Merrill Lynch Global Research

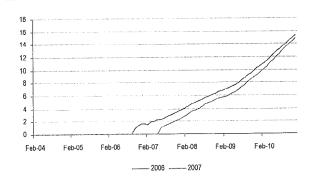
Chart 60: Pay Option ARM Avg Num of Months in 60+ DQ - Last 12 Months



Source: Loan Performance, BofA Merrill Lynch Global Research

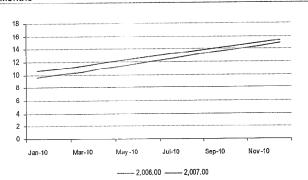
**Hybrid Option ARMs** 

Chart 61: Hybrid Option ARM Avg Num of Months in 60+ DQ - Full History



Source: Loan Performance, BofA Merrill Lynch Global Research

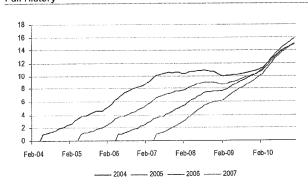
Chart 62: Hybrid Option ARM Avg Num of Months in 60+ DQ - Last 12 Months





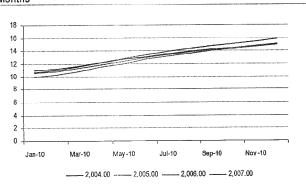
## Subprime FRMs

Chart 63: Subprime FRM Avg Num of Months in 60+ DQ – Full History



Source: Loan Performance, BofA Merrill Lynch Global Research

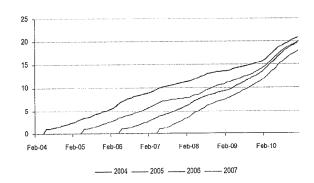
Chart 64: Subprime FRM Avg Num of Months in 60+ DQ - Last 12 Months



Source: Loan Performance, BofA Merrill Lynch Global Research

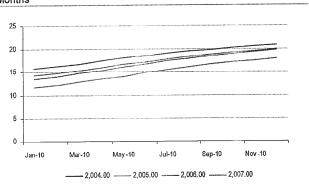
## Subprime ARMs

Chart 65: Subprime ARM Avg Num of Months in 60+ DQ – Full History



Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 66: Subprime ARM Avg Num of Months in 60+ DQ - Last 12 Months



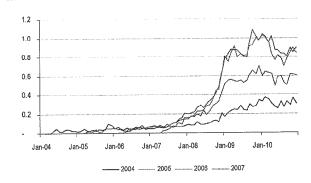


## **Transition Rates**

Both a full history and recent 12 month history of key transition rates is shown below including current-to-30, 30-to-60, and 30-to-current. All delinquency states are by OTS method.

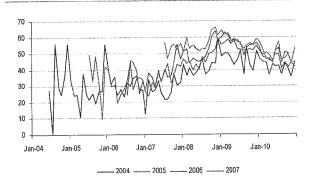
### Prime FRMs

Chart 67: Prime FRM C-30 T-Rate Full History (%)



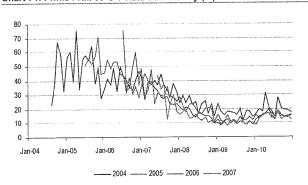
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 69: Prime FRM 30-60 T-Rate Full History (%)



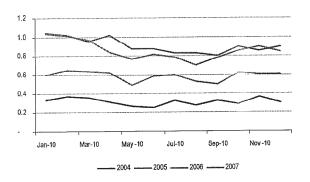
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 71: Prime FRM 30-C T-Rate Full History (%)



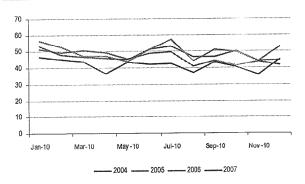
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 68: Prime FRM C-30 T-Rate Last 12 Months (%)



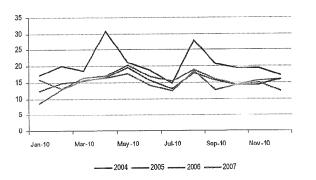
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 70: Prime FRM 30-60 T-Rate Last 12 Months (%)

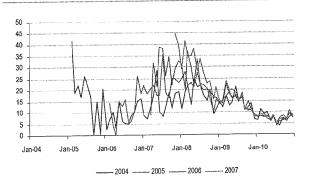


Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 72: Prime FRM 30-C T-Rate Last 12 Months (%)

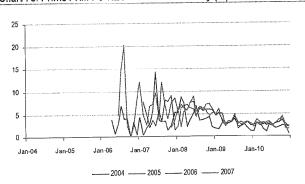






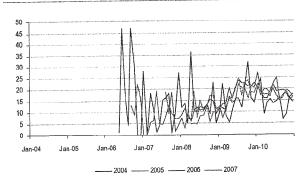
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 75: Prime FRM FC-REO T-Rate Full History (%)



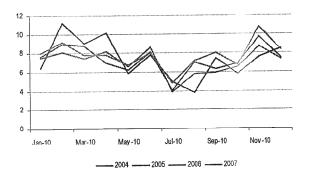
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 77: Prime FRM REO-Liq T-Rate Full History (%)



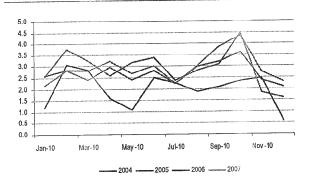
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 74: Prime FRM 90-FC T-Rate Last 12 Months (%)



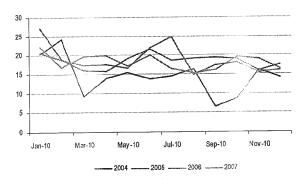
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 76: Prime FRM FC-REO T-Rate Last 12 Months (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 78: Prime FRM REO-Liq T-Rate Last 12 Months (%)



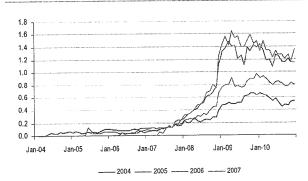
Source: Loan Performance, BofA Merrill Lynch Global Research

BNYM CW-00000328



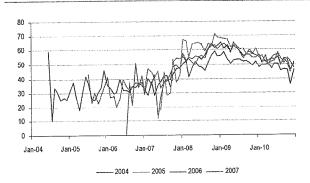
## Prime ARMs

Chart 79: Prime ARM C-30 T-Rate Full History (%)



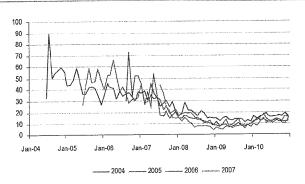
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 81: Prime ARM 30-60 T-Rate Full History (%)



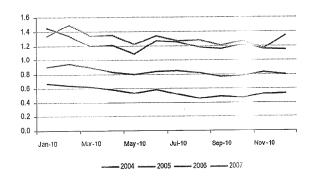
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 83: Prime ARM 30-C T-Rate Full History (%)



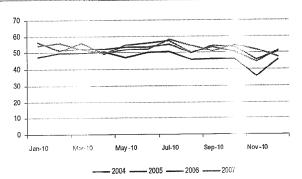
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 80: Prime ARM C-30 T-Rate Last 12 Months (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 82: Prime ARM 30-60 T-Rate Last 12 Months (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 84: Prime ARM 30-C T-Rate Last 12 Months (%)

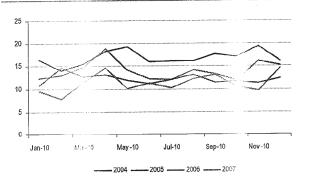
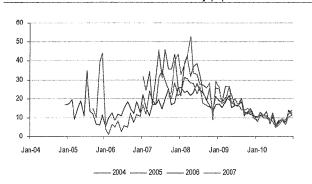
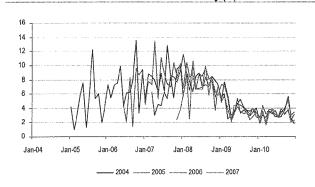


Chart 85: Prime ARM 90-FC T-Rate Full History (%)



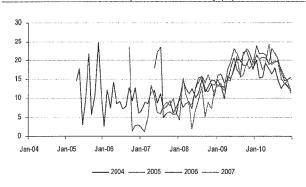
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 87: Prime ARM FC-REO T-Rate Full History (%)



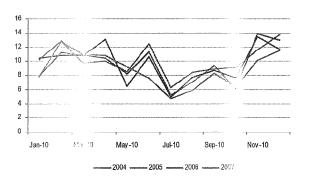
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 89: Prime ARM REO-Liq T-Rate Full History (%)



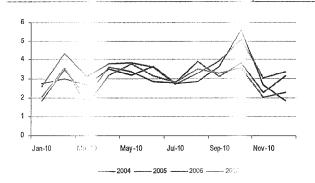
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 86: Prime ARM 90-FC T-Rate Last 12 Months (%)



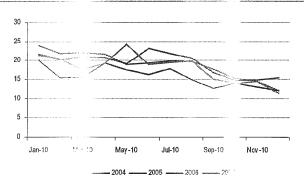
Source: Loan Performance, 8./A Merrill Lynch Global Research

Chart 88: Prime ARM FC-REO T-Rate Last 12 Months (%)



Source: Loan Performance, RefA Merrill Lynch Global Research

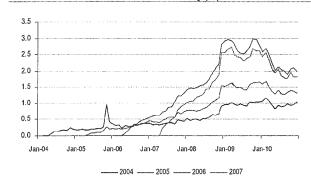
Chart 90: Prime ARM REO-Liq T-Rate Last 12 Months (%)





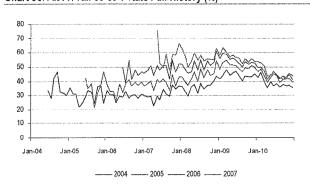
## Alt-A FRMs

### Chart 91: Alt-A FRM C-30 T-Rate Full History (%)



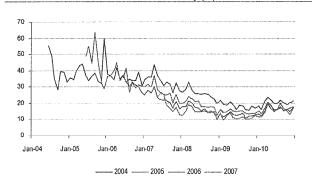
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 93: Alt-A FRM 30-60 T-Rate Full History (%)



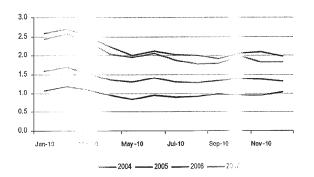
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 95: Alt-A FRM 30-C T-Rate Full History (%)



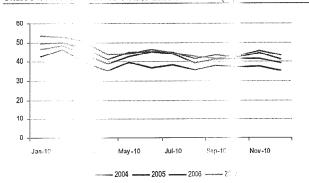
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 92: Alt-A F C-30 T-Rate Last 12 Months (%)



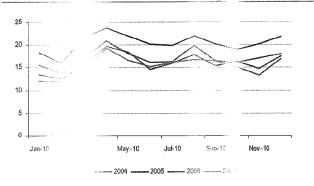
Source: Loan Performance (1997) Merrill Lynch Global Research

Chart 94: Alt-A Fixed 30-60 T-Rate Last 12 Months (%)



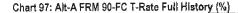
Source: Loan Performande, TufA Merrill Lynch Global Research

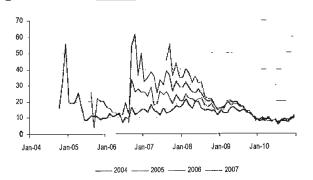
Chart 96: Alt-A F 30-C T-Rate Last 12 Months (%



Source: Loan Perferences - Merrill Lynch Global Research

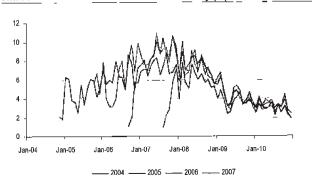






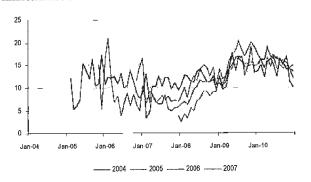
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 99: Alt-A FRM FC-REO T-Rate Full History (%)



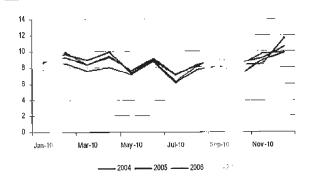
Source: Loan Performance, BofA Memill Lynch Global Research

Chart 101: Alt-A FRM REO-Liq T-Rate Full History (%)



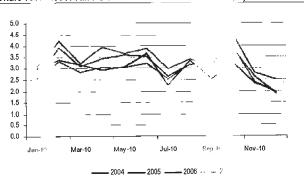
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 98: Alt-A FRM 90-FC T-Rate Last 12 Months (



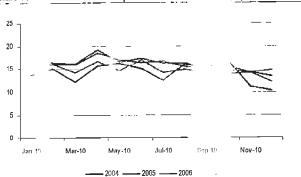
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 100: At-A FRM FC-REO T-Rate Last 12 Month (%)



Source: Loan  $\operatorname{Pc}(\operatorname{Ice}\mathsf{mance}, \operatorname{\textbf{BofA}}\mathsf{Merrill}\mathsf{Lynch}\,\operatorname{\textbf{Global}}\mathsf{Research}$ 

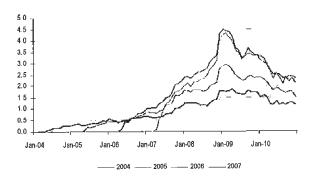
Chart 102: / It-A FRM REO-Liq T-Rate Last 12 Mont





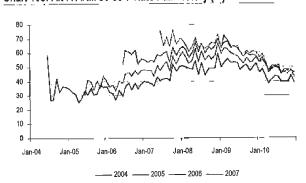
### Alt-A ARMs

#### Chart 103: Alt-A ARM C-30 T-Rate Full History (%)



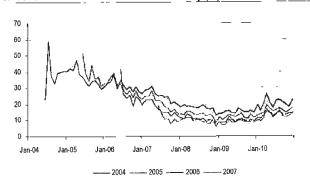
Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 105: Alt-A ARM 30-60 T-Rate Full History (%)

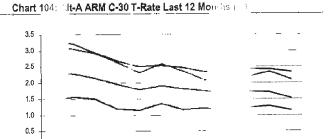


Source: Loan Performance, BofA Merrill Lynch Global Research

Chart 107: Alt-A ARM 30-C T-Rate Full History (%)



Source: Loan Performance, BofA Merrill Lynch Global Research



Jul-10

\_\_\_ 2005 \_

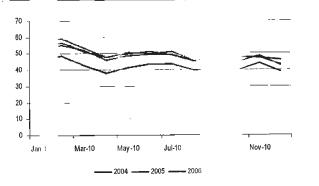
Source: Loan  $P_{\ell_0}$  imance, BofA Merrill Lynch Global Research

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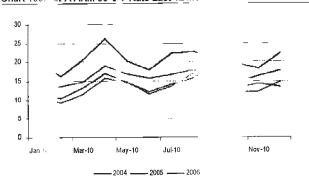
Chart 106: 'Jt-A ARM 30-60 T-Rate Last 12 Mouths

May -10



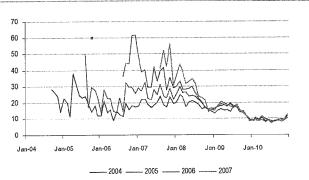
Source: Loan Proformance, BolA Merrill Lynch Global Research

Chart 108: Alt-A ARM 30-C T-Rate Last 12 Mon



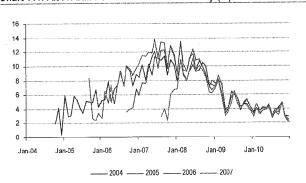






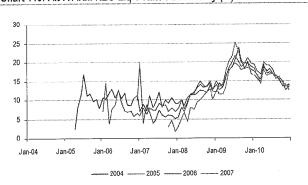
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 111: Alt-A ARM FC-REO T-Rate Full History (%)



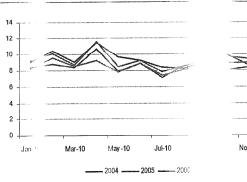
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 113: Alt-A ARM REO-Liq T-Rate Full History (%)



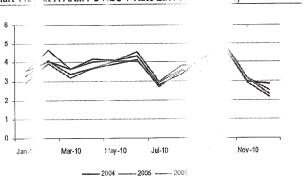
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 110: Nt-A ARM 90-FC T-Rate Last 12 M.



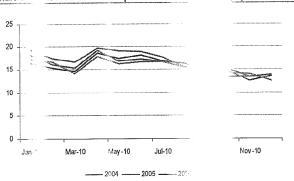
Source: Loan Programmance, BofA Merrill Lynch Global Research

### Chart 112: Nt-A ARM FC-REO T-Rate Last 12



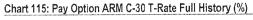
Source: Loan Freedmance, BofA Merrill Lynch Global Research

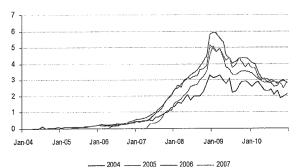
### Chart 114. Nt-A ARM REO-Liq T-Rate Last 12





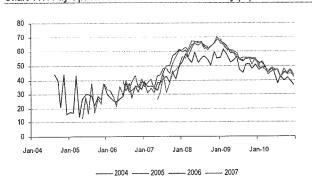






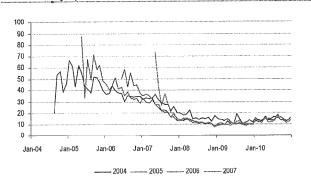
Source: Loan Performance, BofA Merrill Lynch Global Research

## Chart 117: Pay Option ARM 30-60 T-Rate Full History (%)



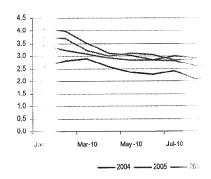
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 119: Pay Option ARM 30-C T-Rate Full History (%)



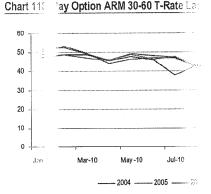
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 116 Pay Option ARM C-30 T-Rate Last



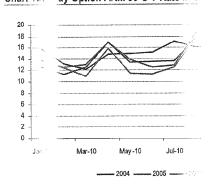
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## ay Option ARM 30-60 T-Rate La



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#### Pay Option ARM 30-C T-Rate Last Chart 120



Source: Loan Formance, BofA Merrill Lynch Global Research



s (%)

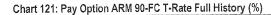
Nov-10

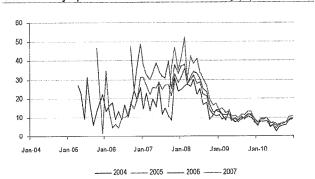


s (%)



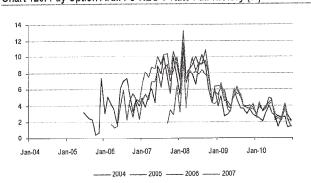






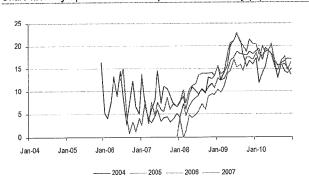
Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 123: Pay Option ARM FC-REO T-Rate Full History (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

### Chart 125: Pay Option ARM REO-Liq T-Rate Full History (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

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Chart 12? Pay Option ARM 90-FC T-Rate Las



inths (%)

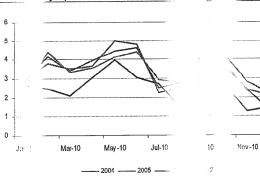
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2004 --

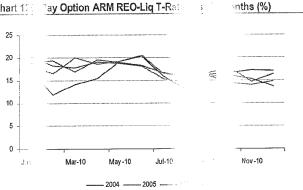
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#### ay Option ARM FC-REO T-Rate Chart 12



irmance, BofA Merrill Lynch Global Research

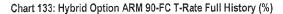
#### ay Option ARM REO-Liq T-Rat Chart 10

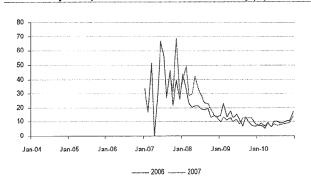


ormance, BofA Merrill Lynch Global Research Source: Loan

**Hybrid Option** / Ms ths (%) Chart 1 ybrid Option ARM C-30 T-Re Chart 127: Hybrid Option ARM C-30 T-Rate Full History (%) 6 4.5 3.5 3 2.5 1.5 0.5 0 Nov-10 Mar-10 Jan-05 Jan-06 Jan-07 Jan-08 Jan-10 Jan-04 2006 ..... ... 2007 Source: i.o. rmance, BofA Merrill Lynch Global Research Source: Loan Performance, BofA Merrill Lynch Global Research lybrid Option ARM 30-60 T-R: ths (%) Chart 129: Hybrid Option ARM 30-60 T-Rate Full History (%) Chart 1 60 70 50 60 40 50 30 40 30 20 20 10 Nov-10 May -10 Jan-04 2006 ----\_\_\_\_ 2006 ---- 2007 rmance, BofA Merrill Lynch Global Research Source: Loan Performance, BofA Merrill Lynch Global Research Source: Los lybrid Option ARM 30-C T-Rat hs (%) Chart 15. Chart 131: Hybrid Option ARM 30-C T-Rate Full History (%) 100 20 18 80 70 14 60 12 50 10 30 20 10 Jan-09 Jan-05 Jan-06 Jan-08 Ju! Nov-10 Mar-10 ..... 2007 rmance, BofA Merrill Lynch Global Research Source: Loz Source: Loan Performance, BofA Merrill Lynch Global Research

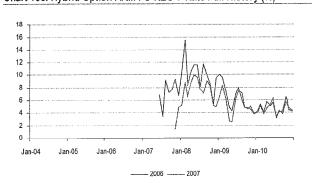






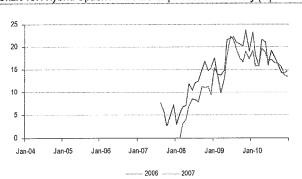
Source; Loan Performance, BofA Merrill Lynch Global Research

#### Chart 135: Hybrid Option ARM FC-REO T-Rate Full History (%)



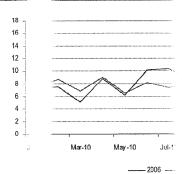
Source: Loan Performance, BofA Merrill Lynch Global Research

#### Chart 137: Hybrid Option ARM REO-Liq T-Rate Full History (%)



Source: Loan Performance, BofA Merrill Lynch Global Research

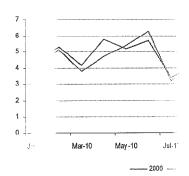
#### Hybrid Option ARM 90-FC T-R Chart 1



rmance, BofA Merrill Lynch Global Research Source: 1.0

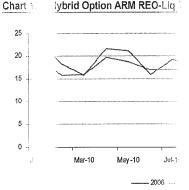
Chart 1

#### lybrid Option ARM FC-REO



rmance, BofA Merrill Lynch Global Research Source: Lo.

## lybrid Option ARM REO-Liq



Source: Lo. rmance, BofA Merrill Lynch Global Research

#### inths (%)



Months (%)



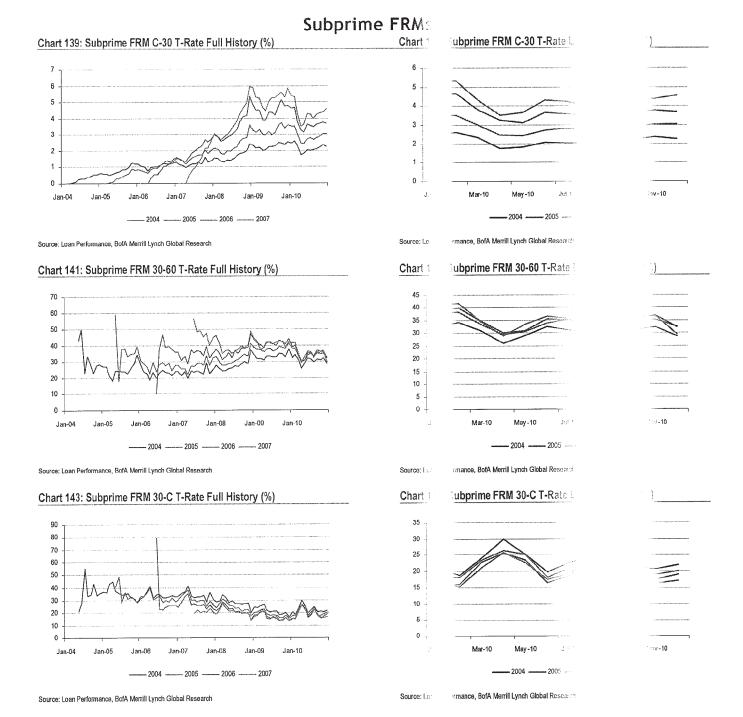
Nov-10

Months (%)

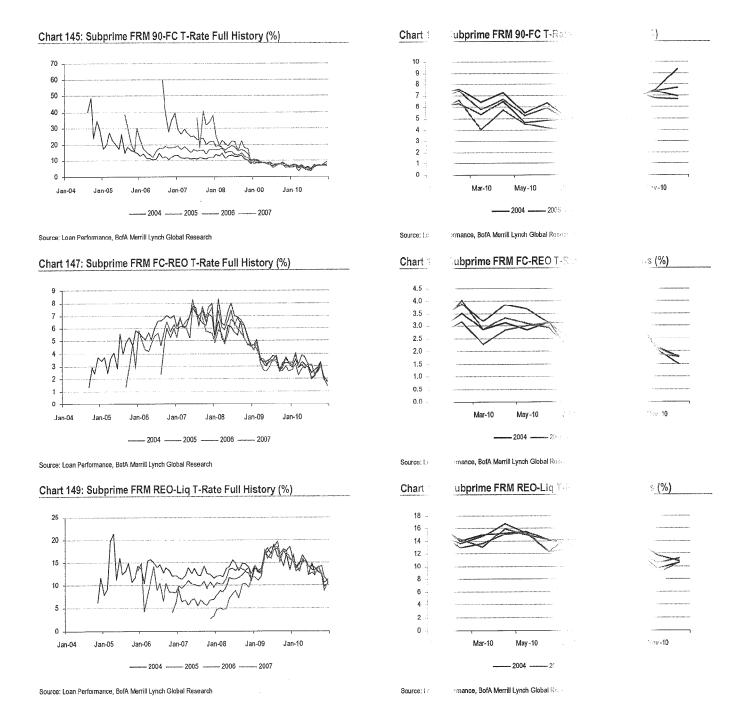


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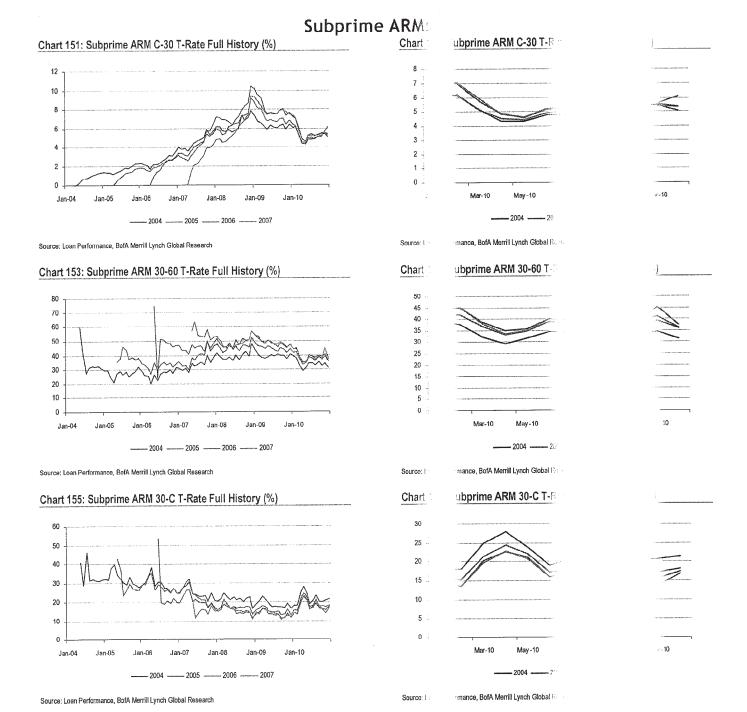




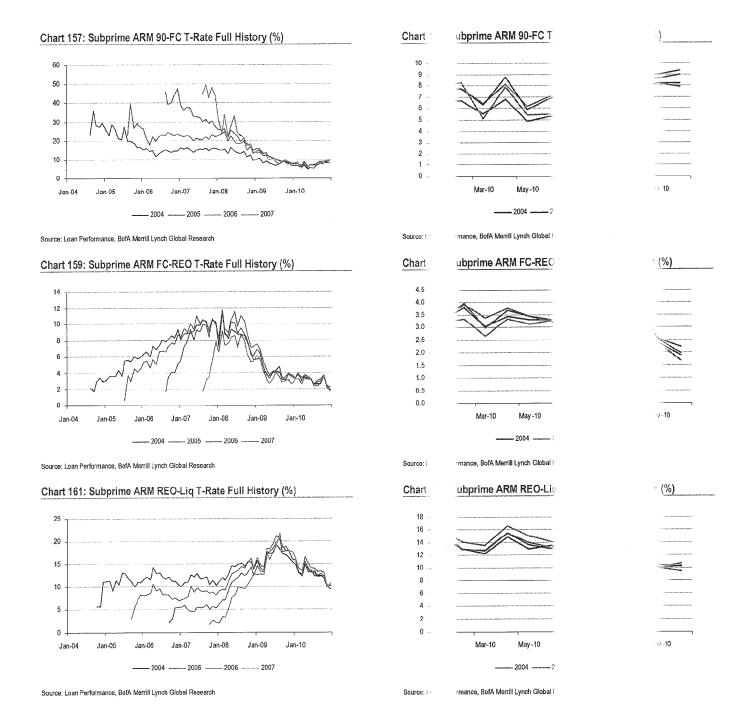










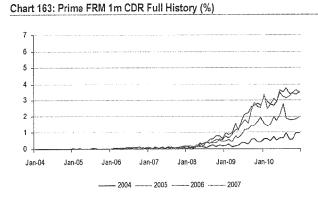




**Defaults** 

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## Prime FRMs



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Source: Loan Performance, BofA Merrill Lynch Global Research

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## Prime ARMs

Chart 165: Prime ARM 1m CDR Full History (%)

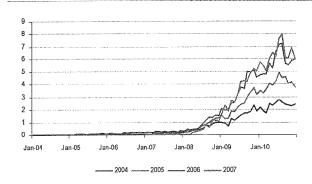
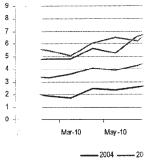


Chart Prime ARM 1m CDR Las



Source: Loan Performance, BofA Merrill Lynch Global Research

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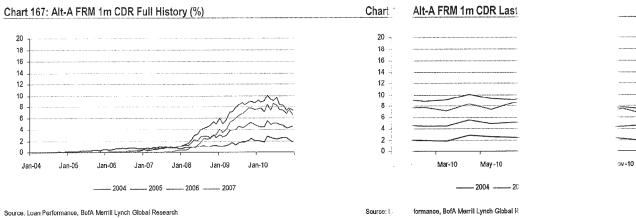
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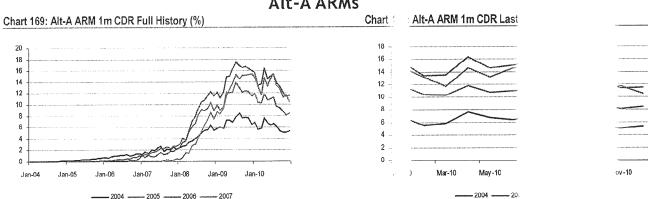
Source: Loan Performance, BofA Merrill Lynch Global Research

12 January 2011

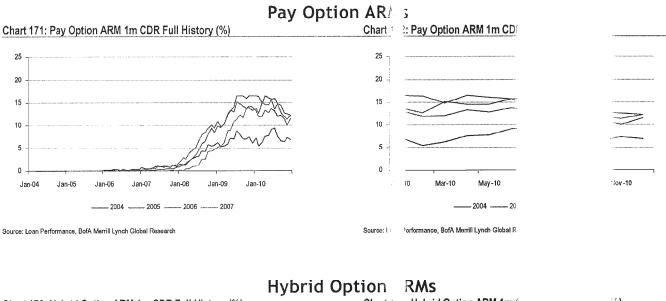


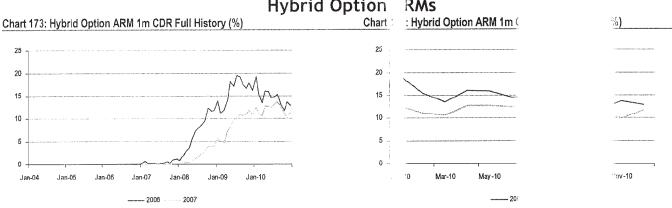


## Alt-A ARMs



Source: Lo Performance, BofA Merrill Lynch Global Re-



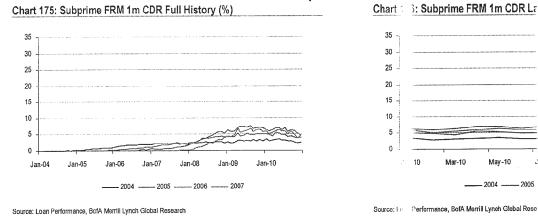


Source: Loan Performance, BofA Merrill Lynch Global Research

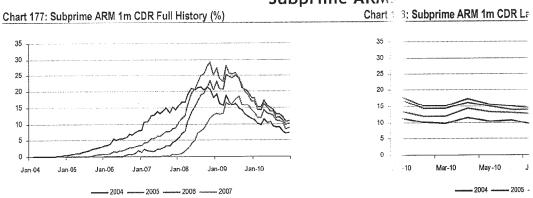
Source:  $l:=-^{9}\text{erformance, BofA Merrill Lynch Global }R\varepsilon$ 







## Subprime ARMS



Source: Loan Performance, BofA Merrill Lynch Global Research

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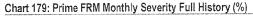
## Severity

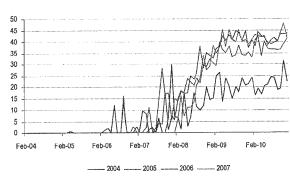
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Chart

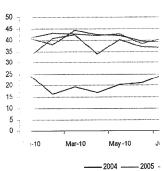
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## Prime FRMs





0: Prime FRM Monthly Severi



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Source: Loan Performance, BofA Merrill Lynch Global Research

Source: Fr. Performance, BofA Merrill Lynch Global Resea

## Prime ARMs

Chart 181: Prime ARM Monthly Severity Full History (%)

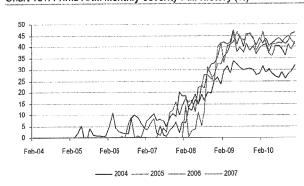
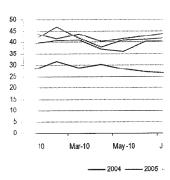


Chart : 2: Prime ARM Monthly Severi



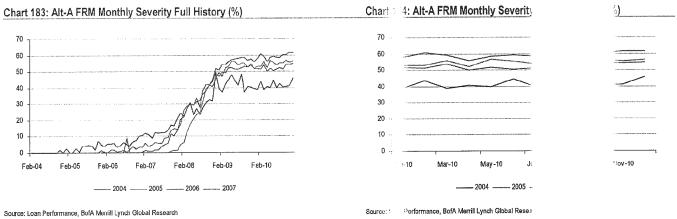
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Source: Loan Performance, BofA Merrill Lynch Global Research

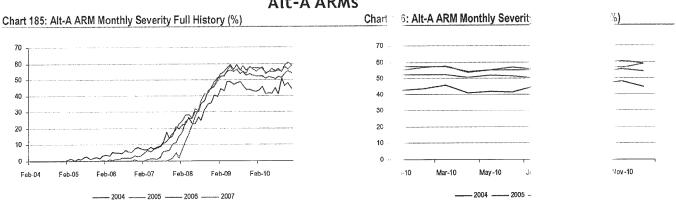
Source: 1: Performance, BofA Merrill Lynch Global Research







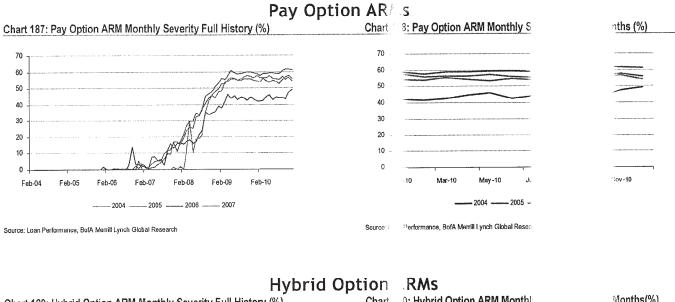
## Alt-A ARMs

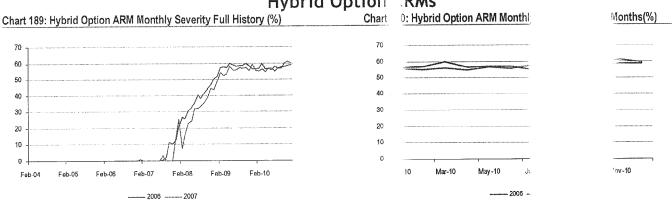


Source: Loan Performance, BofA Merrill Lynch Global Research



Source: Loan Performance, BofA Merrill Lynch Global Research

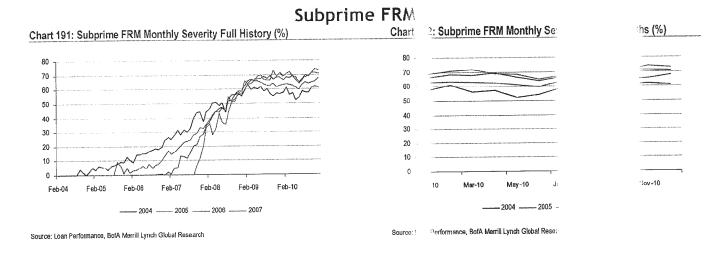


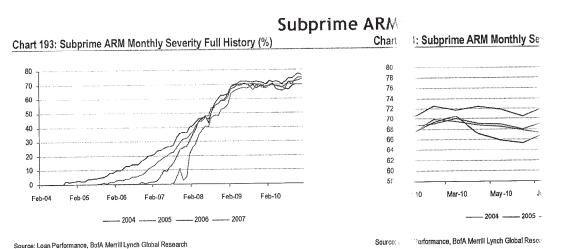


Source:

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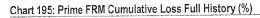


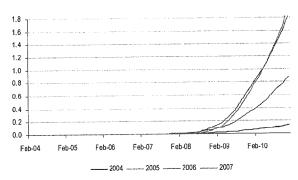
## Cumulative Realized Los

Chart

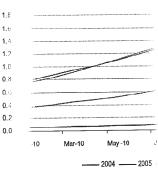
Both a full history and re Cumulative loss is define balance. Note that only included in the calculation reporting, data from reco nt 12-month history of curas the total loss divided bns with loss coverage in L Furthermore, owing to ocmonths is subject to small hown below.
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## Prime FRMs





3: Prime FRM Cumulative Los



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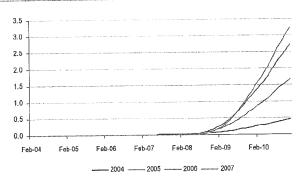
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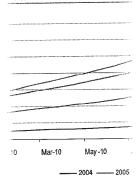
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## Prime ARMs

Chart 197: Prime ARM Cumulative Loss Full History (%)



: Prime ARM Cumulative Lo.



Source: Loan Performance, BofA Merrill Lynch Global Research

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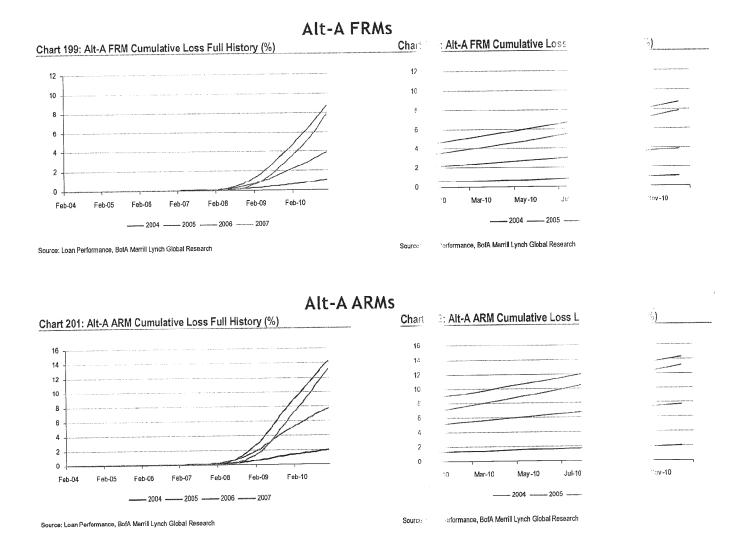
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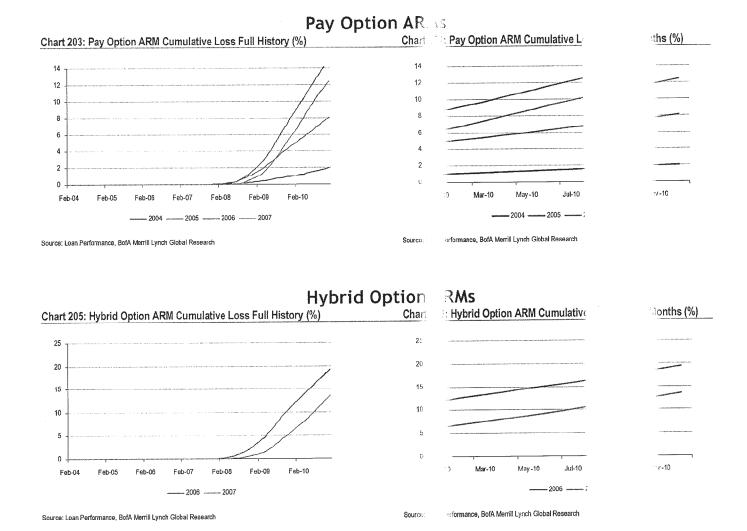
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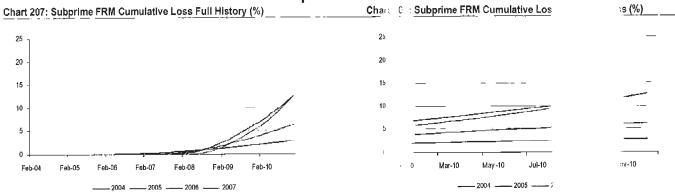








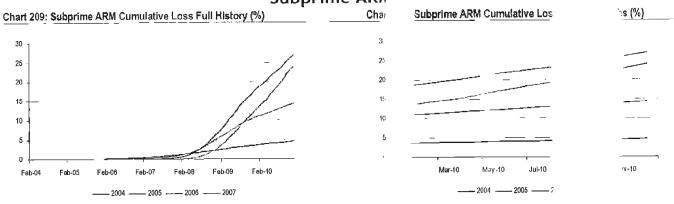




Source: Loan Performance, BofA Merrill Lynch Global Research

Source 1 - r erformance, BofA Merrill Lynch Global Research

## Subprime ARM



Source: Loan Performance, BofA Merrill Lynch Global Research

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Issuer credit recommendations to that effect is provided in the	do not cover equity preferreds or CDS related to the issuer. Issuer credit recorrelevant research report.	nendations do not cover capital securitic	less a statement
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Overweight-70%	Up to 70% Overweight of investor's guidelines	arry, plus some spread tightening expe	
Overweight-30%	Up to 30% Overweight of investor's guidelines	Good carry, but little spread tightening e	
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Underweight-70%	Down to 70% Underweight of investor's guidelines	xpected spread underperformance	
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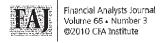
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## PERSPECTIVES

## Dimensioning the Housi Crisis

Laurie S. Goodman

ith the apparent stabilization of home prices and the increase in existing-home sales, many investors believe that the housing market has bottomed and is beginning to recover. I believe that such optimism is premature. To be sure, there are many positives in the housing market: Prices have fallen significantly, housing is more affordable now than at any time in the past two decades, and the tax credit for first-time homebuyers has helped spur purchasing. Investors, however, are overlooking two critical factors: (1) the size of the "housing overhang" (i.e., the number of loans in delinquency or foreclosure) and (2) the borrowers with negative equity who are likely to default.

Loans continue to move into the delinquency/ foreclosure pipeline at a rapid rate but are moving out at a very slow pace, which creates considerable pressure on the housing market. I estimate the housing overhang to be more than 7 million units—these loans are likely to be liquidated and are creating a huge shadow inventory. Adding borrowers with substantial negative equity but who have not yet become delinquent, I place the total size of the problem at 11 million to 12 million units; in other words, at the current trajectory, more than one in every five borrowers could face foreclosure if stronger policy measures are not taken. Clearly, the biggest problem for these borrowers is negative equity. A successful modification program must address this issue, which means an increased use of principal forgiveness.

## **Housing Overhang**

Based on data provided by the Mortgage Bankers Association (MBA), my housing overhang estimate of more than 7 million units that are likely to be liquidated is a huge increase over the 1.27 million units in early 2005. Let us look at the calculations, starting with the latest set of data. The quarterly MBA National Delinquency Survey covers 44.7 million units, or about 80 percent of the total universe.

Laurie S. Goodman is senior managing director at Amherst Securities, New York City.

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million homes in t tga**ge, Table 1** shows arter (Q3) of 2009, a : gages in the MBA su inquency: 4.47 perce another 4.41 percen 37 percent were 60 d ent were 30 days del at the private label 1 pability of recovery red must eventually terly transition rates f :: that Q3 2009 numbe he likelihood that the o 0 percent for loans loans 90+ days del days delinguent, and ingue**nt. Thus, we** a eclosure bucket plus it bucket plus 93 per ucket plus 67 perc ucket will eventual on implies that of th s, we can expect 12 ited eventually. So, i ive of the mortgage tat 12.75 percent of 5 mits) are already in will eventually be spective, existing-l iion u**nits, and so** the of existing-home sal both the percentag er of units over time sing overhang was

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Table 1. Housing Overhang Calculations as of Q3 2009

Category (seasonally adjusted)	MBA National Delinquency Survey	Probability of Liquidation (based on estimated cure rates)	Pro pro
Foreclosure	4.47%	100.0%	
90+ days	4.41	98.3	
60 days	1.67	92.7	
30 days	3.57	67.0	
Total distressed inventory	14.12%		
No. of defaults (in millions, based on 55.9 million homes)	7.89		

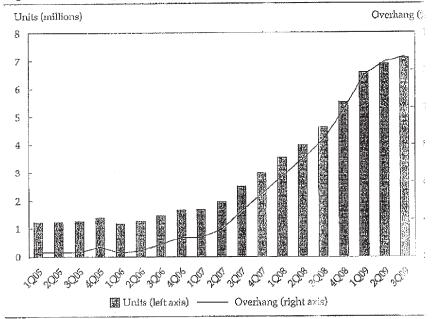
Sources: LoanPerformance; Mortgage Bankers Association; Amherst Securities.

Note that the 7.1 million figure encompasses only loans already delinquent; it excludes loans that are current but that will become delinquent. The latter group is currently running around 270,000 a month. In the non-agency market, of the 3.2 million first-lien mortgages classified as "always performing" in the January 2010 remittance report, the First American CoreLogic LoanPerformance Securities Databases show that around 50,000 became 60+ days delinquent for the first time in December 2009. Supplementing this information with the First American CoreLogic LoanPerformance Prime Servicing Database (covering 29 million prime loans) and extrapolating, we can estimate that an additional 220,000 mortgages are becoming delinquent every month.

Can modification plans, as structed, help? I do not think so. Th Department's Home Affordable Me gram (HAMP) is a mortgage modifi with government-paid incentives de mortgage pa ments affordable. reduce the borrower's payments st mortgage plus taxes plus insuranc equal to 31 percent of the borrower goal is achieved by (1) reducing the a minimum of 2 percent), (2) extend 40 years if rate reductions are insuff the target del -to-income ratio, an principal if the other measures are meet the payment target. Note that

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Figure 1. Housing Overhang, Q1 2005-Q3 2009



Sources: LoanPerformance, Mortgage Bankers Association; Amherst Securities.

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performed, the borrower still owes the money. U.S. Treasury numbers indicate that HAMP has lowered borrowers' payments, on average, by about 31 percent. According to my research, the 12-month recidivism rate on modifications in which payments have been reduced by 30–40 percent (but principal is not written down) has been about 65 percent (i.e., after 12 months, 65 percent of the modifications in which interest rate reductions and term extensions have generated a payment drop of 30-40 percent are at least one payment behind). I believe that a successful modification program must address negative equity, the single most important determinant of default. The Treasury announced such a program in late March, to become effective in the fall of 2010. Although it is an important step, it is optional and should be mandatory.

Let us assume that I am wrong and that the HAMP modifications (with payment reductions) work much better than older-style modifications. Then let us see how much of the overhang of 7 million units can be cured by modification. The answer is, "Not much." Even if we assume that 85 percent of all mortgages qualify for a modification, only 16 percent of the overhang, or slightly more than 1 million units, would be eliminated. The calculation is as follows: 85 percent of homes are owner occupied, with a loan size under \$729,750, as is minimally required to qualify for HAMP. We assume that servicers can reach 50 percent of borrowers and find that they qualify on the basis of income and that the net present value (NPV) of the modification is positive; 50 percent of these borrowers make three payments and submit all documentation necessary for a modification; and 75 percent of these modifications succeed-all of which are very high numbers. Moreover, many of these borrowers would default later if they remained in a negative equity position.

## **Causes of Housing Overhang**

Where is this overhang coming from, and how did it get so big? The short answer is that loans have been transitioning into the delinquency/foreclosure bucket at a rapid rate but have not been liquidating. Let us look at three likely causes: high default transition rates, low cure rates, and longer liquidation timelines.

High Default Transition Rates. For ease of discussion, I refer to a loan as defaulted when it is at least 60 days delinquent because such a loan has only a small chance of recovering. Thus, we look at the single-month default transition rate (sTr), the rate at which loans are moving from the perform-

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ing bucket into the nonperformin precisely, we look at the rate at w are transitioning from the "alwa bucket (loans that never experie delinquency) into the nonperform days delinquent). In contrast, man at liquidations in the remittance: that monthly default rate as a quickly the loans are defaulting. I that we measure loans as they m into the delinquency/foreclosur they have very little chance of investors are capturing what is em pipeline (i.e., liquidation). Wit longer to liquidate, many investor looking at what went into the foreclosure pipeline 18-24 month ing much more current information

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For the non-agency securitize whole, the December 2009 default are only slightly higher than the liquidations. These numbers, how different behaviors in different so agency securities market. For subp liquidations outnumber new defirates on these securities began to and early 2008, and these loans liquidated. New defaults (loans 60 for the first time as a percentage performing" bucket) are being a smaller pool of loans because only current subprime balance is "alvo (51 percent is nonperforming; 17 forming). For Alt-A mortgage: combination of risk factors mean. high-quality borrowers do not 🤅 loans) and payment-option adjus gages, new defaults and liquidati: In contrast, for prime non-agence defaults are much higher than he defaults have ramped up relative liquidations lag.

The private label universe, of excellent data, is only \$1.6 trillion the \$1.1 trillion U.S. mortgage month at \$1.6 trillion is very adversely and is not representative of the mass a whole, as evidenced by the factor of the private label universe is non-\$9.4 trillion (\$11.0 trillion — \$1.6 mortgages not in private label consists of \$5.2 trillion in agency & Mae, Fannie Mae, Freddie Mac). So liens held in bank portfolios of form, and \$1 trillion in second lies.

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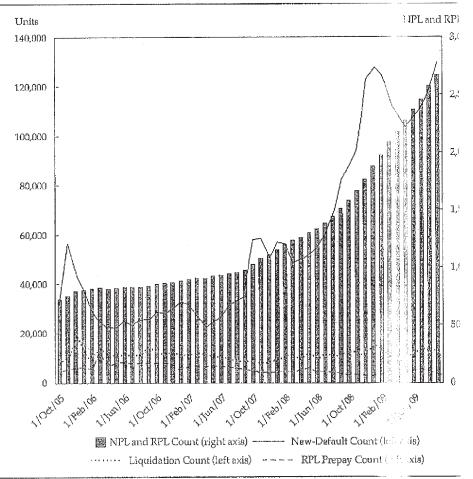
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lines of credit held in bank portfolios in nonsecuritized form. The GSE (government-sponsored enterprise) loans and the first liens held in bank portfolios are considered high quality and would be expected to behave much more like the prime sector of the non-agency securitized universe than like subprime or Alt-A mortgages. That is, for this vast majority of mortgages (the bulk of the U.S. mortgage universe), new defaults are far higher than liquidations.

To verify this observation, we turn to the First American CoreLogic LoanPerformance Prime Servicing Database, which contains data on 29 million prime loans contributed by 12 servicers (29 million loans is slightly more than 50 percent of the roughly 56 million mortgages outstanding). We strip out loans in private label securitizations and assume that the remainder is representative of GSE and bank portfolio loans. F loans, new defaults are much higher tions. For this dataset, Figure 2 shoy end of Q3 2009, the new-cefault lo 120,000 units a month, whereas the li count is a fraction of that-13,000 (To replicate the universe of GSE an lio loans, this number can be mult which gives us 220,000 new defau liquidations.) Figure 2 also shows tl forming and reperforming bucket rapidly. Clearly, for agency securiti bank portfolios, new defaults are mu liquidations because defaults are bu and liquidations lag.

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Figure 2. First-Time Defaults vs. Liquidations for a Robust Sample of First-Lien Prim October 2005-Q3 2009



Notes: NPL stands for nonperforming loan, RPL stands for reperforming loan. Sources: LoanPerformance; Amherst Securities.

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**Low Cure Rates.** A key driver of the housing overhang is the very low cure rates on delinquent loans. Figure 3 shows the time series of cure rates (based on data from the non-agency mortgage market). (Note that Figure 1 was produced by using this time series of cure rates.) The cure rate data were calculated by repeated applications of the transition matrices for each quarter. Note that the cure rate for loans that are 60+ days delinquent decreased from 66 percent in early 2005 to 7 percent in Q3 2009.

The cure rates are so low because it is not in the borrowers' best economic interests to cure mortgages with significant negative equity. Once borrowers become delinquent for any reason, they must struggle to become current. Thus, becoming delinquent can trigger a re-evaluation of financial circumstances. At that point, curing becomes an economic decision, and a borrower with substantial negative equity is less apt to be cured. Figure 4 depicts a cross-sectional analysis by tracing the behavior of borrowers who were 30 days delinquent six months earlier. Note that only 35 percent of prime borrowers with less than an 80 percent combined loan-to-value ratio (CLTV) six months earlier are now 60+ days delinquent, but that number rises to almost 80 percent of prime borrowers with high CLTVs. In fact, as can be seen from Figure 4, prime borrowers are the most ruthless defaulters.

Longer Liquidation Timelines. Liquidation timelines have unquestionably been dramatically extended. Figure 5 shows the clapsed time

between last payment and siquidation for non-agency securitized pools liquidated from 2007 to 2009. The entire distribution has shiften to the right, indicating that 2009 leans have spen longer in the delinquency/foreclosure pipeline to an did loans liquidated during 2007 or 2008. A d this analysis has a selection bias in that we are the asuring only loans that are actually liquidated Loans that are harder to liquidate stay in the p even longer. Of loans in the pipeline in late 1009, 9 percent have not had a payment made than 24 months, whereas in late 2008, the rable level was 4 percent.

The reasons for the longer liquidation lines are numerous, and each tacks on adtime: foreclosure moratoriums (federal an longer minimum waiting periods before ti of default and between the notice of default and the trustee sale, and new rules by the Treasury ment requiring that each loan be tested whether the borrower can qualify for a n tion. Moreover, the judicia process has sl judicial states (i.e., those in which court appoval is required to foreclose).

## Putting It All Together

Figure 6 is a useful summary of the uni private label securities. Pared A shows that rates from nonperforming matus to foreclo. from foreclosure to real ( te owned (RF a REO to liqu decreased. The roll rate i however, has risen, indicag that once a

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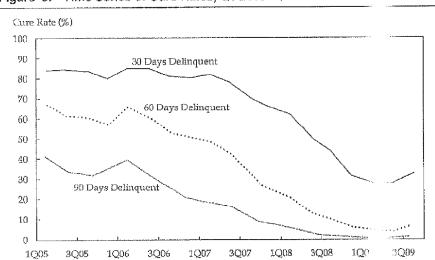


Figure 3. Time Series of Cure Rates, Q1 2005-Q3 2009

Sources: LoanPerformance; Amherst Securities.

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604 Days Delinquent (%) 80 75 70 65 60 55 50 45 40 35 30 91-100 101-110 111-120 121-130 131-140 141-150 151-160 >160 81-90 ≤ 80 MTM CLTV Six Months Earlier (%) Prime ...... Alt-A Option ARM

Cross-Sectional Analysis of 60-Day Delinquency Rates for Borrowers Who Were 30 Days Delinquent Six Months Earlier

Note: ARM stands for adjustable-rate mortgage. Sources: LoanPerformance; Amherst Securities.

REO, it liquidates fairly rapidly. This result is shown in Panel B—a sharp drop in the amount of REO on the market but a far more dramatic rise in the 90+ delinquency plus foreclosure bucket. From October 2008 until January 2009, the REO bucket decreased from 324,494 to 167,600 units. Meanwhile, over the same period, the 90+ delinquency plus foreclosure bucket leapt from 1,004,219 to 1,424,739 units. Thus, the serious delinquency plus foreclosure bucket has increased far more than the REO bucket has decreased. Part of the stabilization of home prices reflects the fact that the share of distressed sales was 33 percent in November 2009, down from 50 percent in March 2009.

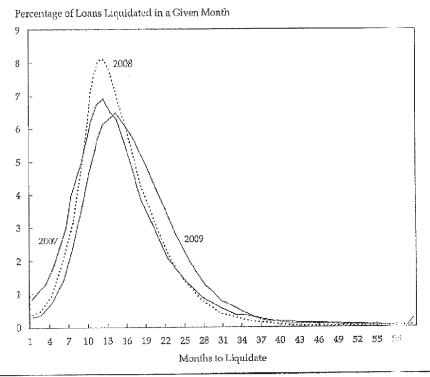
We have now established that the housing overhang is a very significant problem. But the problem does not end there. A huge number of borrowers are underwater but continue to pay their mortgages. Those borrowers, however, are moving into the nonperforming state very quickly.

Negative Equity. Table 2 quantiles the negative equity problem. The top section (beled Non-PLS, or non-private label securities) slows the data for the universe of 49 million GSE and ank portfolio loans. (These data were taken in the First American CoreLogic LoanPerforman : Prime Seryicing Database and were grossed up -> mirror the universe of mortgages that is not included in private label securities.) The middle section of Table 2 contains data on the universe of 5.8 m. lion private label securities, or PLS (taken from the First American CoreLogic LoanPestormance Securities Databases). In the table's nottom section, I added together the first two groups of loans. For each of the three groups (NonPLS, PLS, and otal), I first separated out nonperforming mortgages (defined as loans 60+ days delinquent) and a performing mortgages (loans that were 60+ day delinquent but are now current or one payment be universe of "always performing" never more than two payments behind), I marked

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Figure 5. Liquidation Timelines, 2007-2009



Note: The y-axis depicts the percentage of the total dollar amount of liquidated loans. Sources: LoanPerformance; Amherst Securities.

the loans to market by using the S&P/Case-Shiller Indices. I used the most granular information available on each loan. That is, when I had information on home prices at the zip code level, I defaulted to that; if that information was unavailable, I used metropolitan statistical area (MSA) data. If those data were unavailable, I defaulted to state level information. If that was unavailable, I used the U.S. Office of Federal Housing Enterprise Oversight House Price Index at the state level. After marking to market, I then sorted these always-performing loans (APLs) into three categories: APLs with mark-to-market (MTM) LTVs (loan-to-value ratios) greater than 120 percent, MTM LTVs of 100–120 percent, and MTM LTVs of less than 100 percent.

Table 2 shows that for the universe as a whole, 5.3 million units are nonperforming (NPL) and another 2.3 million units are reperforming (RPL). (Recall from Table 1 that once a loan is 60 days delinquent, it has only a 7 percent cure rate, and for loans that are 90 days delinquent, cure rates have been running under 2 percent.) The reperforming mortgages are redefaulting at a rate of 9.2 percent a month (fourth column from the right [labeled sTr,

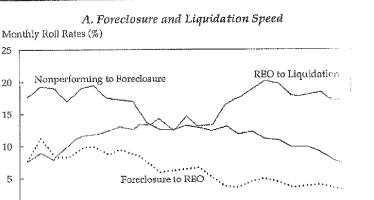
for single-month transition rate]), or 68.5 percent a year (third column from the right [labeled cTr, for constant transition rate]). Absent a more successful modification program, most of the mortgages in these buckets will eventually be liquidated.

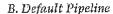
Now let us look at the 6.07 million units of APLs with MTM LTVs great a than 120 percent. Note that we are using MTE LTVs rather than MTM CLTVs (combined loon-to-value ratios) because we cannot get CLTV information for the universe of GSE and bank portiolio loans; thus, we are understating the negative equity positions of many of these borrowers. The APLs with MTM LTVs greater than 120 percent are becoming 60-days delinquent for the first time at 2.8 percent a month, or 28.4 percent a year (fourth and third columns from the right). These loans are prepaying at 6.4 percent a year (second column from the right labeled vPr, for voluntary prepayment rate]).

Both the constant transition rates and the default rates are closely related to home equity; borrowers with negative equity default much more frequently and prepay much less frequently than do their positive equity counterparts. We have seen

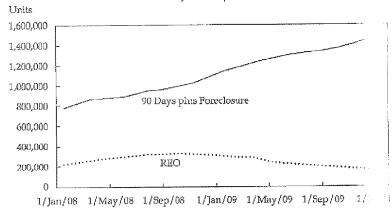
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Changes in the Delinquency/Foreclosure and REO Pipe the Universe of Private Label Securities, 2008-2010





1/Jan/08 1/May/08 1/Sep/08 1/Jan/09 1/May/09 1/Sep/09



Sources: LoanPerformance; Amherst Securities.

APLs with MTM LTVs greater than 120 percent defaulting at 28.4 percent a year. In contrast, APLs with MTM LTVs of 100-120 percent are defaulting at 17.2 percent a year, and APLs with MTM LTVs under 100 percent are defaulting at 5.3 percent a year. Meanwhile, voluntary speeds are 6.4 percent for APLs with MTM LTVs greater than 120 percent, 12.6 percent for APLs with MTM LTVs of 100-120 percent, and 17.0 percent for APLs with MTMLTVs under 100 percent.

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Very few mortgages are paid on schedule all the way to maturity; most are voluntarily prepaid or go into default. As shown in Figure 7, which depicts the fate of the Ginnie Mae security issued in 1995 with a net coupon of 8.5 percent (the borrower paid a 9 percent interest rate, and an 8.5 percent coupon was passed through to the Ginnie Mae investor), absent

any prepayments or defaul initial mortgage balances down to \$36.5 billion. Butin was \$653 million. Thus, afte cent of the original balances

This observation is regage will either be prepaid ( allows us to use current ) percentage of a cohort expansion ing changes. As we can see in our 4.1 million APLs with N 120 percent, 81.1 percent will defaults/total value, is the defaults plus voluntary pro 28.4/(28.4 + 6.4) = 81.1 pAPLs with MTM LTVs ( becoming delinquent for the

the :46.9 billion in ald have amortized int of fact, the balance i years, only 1.4 perare cutstanding.

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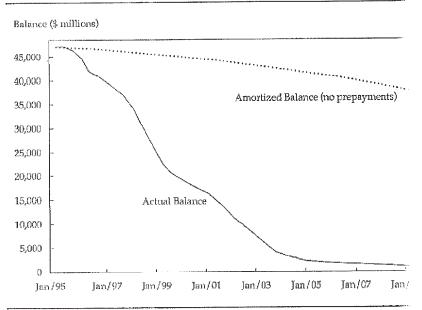
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Table 2. Mortgage Market Breakdown by Equity/Delinquency Status

Delinquency Status	No, of Loans as of Nov. 2009	% of Loans	Total Balance as of Nov. 2009	% by Balance	3-Mo. sTr	3-M cTr	* *	3-Mo. D/TV
NonPLS				-				
APL ≤ 100% MTM LTV	37,245,702	74.4	\$5,893,110,440,989	69.9	0.4%	4.6		21.1%
APL 100-120% MTM LTV	4,175,890	8.3	888,136,180,878	10.5	1.4	15.5		53.1
APL > 120% MTM LTV	3,439,992	6.9	716,686,590,253	8.5	2.5	<b>2</b> 5.5		77.7
RPL	1,683,856	3.4	221,827,811,164	2.6	8.7	<b>6</b> 6.0		
NPL	3,493,425	7.0	706,852,007,085	8.4				
Subtotal	50,038,865		\$8,426,613,030,369					
PLS								
APL≤100% MTM LTV	2,272,284	39.4	\$ 600,368,234,226	38.7	1.0%	11.3		42.5%
APL 100-120% MTM LTV	436,067	7.6	152,802,614,196	9.8	2.4	<b>2</b> 5.		83.2
APL > 120% MTM LTV	628,463	10.9	194,820,838,271	12.6	3.9	<b>38</b> .2		93.7
RPL	620,872	10.8	119,173,158,641	7.7	10.2	72.		
NPL	1,811,016	31.4	484,744,006,577	31.2				
Subtotal	5,768,702		\$1,551,908,851,911					
Total								
$APL \le 100\%$ MTM LTV	39,517,986	70.8	\$6,493,478,675,215	65.1	0.4%	δ		23.1%
APL 100-120% MTM LTV	4,611,957	8.3	1,040,938,795,074	10.4	1.6	17.	.2.0	57.5
APL > 120% MTM LTV	4,068,455	7.3	911,507,428,524	9.1	2.8	28.	6.4	81.1
RPL	2,304,728	4.1	341,000,969,805	3.4	9.2	68.1	5.9	
NPL	5,304,441	9.5	1,191,596,013,662	11.9			2.5	
Grand total	55,807,567		\$9,978,521,882,280					

Sources: LoanPerformance; Amberst Securities.

Figure 7. Prepayment of Seasoned 1995-Originated Ginnie Mae 8.5 P Collateral, 1995–2010



Sources: Ginnie Mae; Amherst Securities.

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17.2 percent a year (cTr), with voluntary prepayments at 12.6 percent a year. Thus, the likelihood of eventual default, D/TV, is 17.2/(17.2 + 12.6) = 57.5 percent. And even the 39.5 million APLs with positive equity are moving toward default (cTr) at 5.2 percent a year and being voluntarily prepaid at 17.0 percent a year. So, the D/TV for these loans is 23.1 percent. (The transition rate for the positive equity loans may appear high because we are looking at LTV, not CLTV. The likelihood is that many of these loans have second mortgages, and so they do, in fact, have negative equity.)

Let us add it all up in order to dimension the housing problem. If we assume that all nonperforming loans default and that these D/TV ratios continue indefinitely (a highly unlikely assumption), 22.5 million units will eventually be liquidated. This conclusion is excessively harsh. I believe that as home prices stabilize, these ratios will return to normal levels over time, and thus actual liquidations will be much lower. Moreover, although home prices are likely to fall somewhat further in the near term, at some point they will begin to improve. A more reasonable set of assumptions is that all the nonperforming loans will need resolution, as will 90 percent of the reperforming loans, 75 percent of the APLs with MTM LTVs greater than 120 percent, 25 percent of the APLs with MTM LTVs of 100-120 percent, and 0 percent of the APLs with equity. This set of assumptions suggests that 11.57 million units will eventually be foreclosed.

Policy Implications. Although home prices appear to have stabilized temporarily and housing affordability has been restored, the housing market has some deep problems. The first problem facing the mortgage market is the shadow inventory, or housing overhang, of 7 million units. Nationwide, this number represents a considerably larger volume than one year of existing-home sales (5.4 million units). In addition, 270,000 new units a month are moving into the nonperforming bucket (50,000 from the private label universe and 220,000 from the rest of the market); these loans have a low chance of being recovered.

The second problem is borrowers with negative equity. If nothing is done by policymakers to mitigate the problem, a huge percentage of those borrowers will default and their loans will be liquidated. I expect that in addition to the 7 million units of shadow inventory from already delinquent borrowers, an additional 4 million to 5 million borrowers with negative equity will also default. And

to the extent that more hon occurring (causing higher number of defaults could es

Thus, we have a housin 11 million to 12 million un more than one homeowner face eviction. Politically, this able (homeowners are vo! unlikely to unfold. Moreove are concerned about the colarge number of additional thus generating a "death s which would result in more tive equity; these borrower to default, go into foreclosu housing supply, which, in t still lower. To put the prob! December 2006, 1.5 millio: dated, which has put enorg ing prices. And we are talk million to 12 million units action would likely do to h

Indeed, I think the scento unfold is that the governone modification program prevent mass displacemented, so far, such efforts the problem and been large

No "silver bullet," no in the problem. I believe the intervention must take the two measures:

- 1. Reduce the potential a market. The reduction best be accomplished encourages sustainable complete documentate borrower's total finate the explicit acknowledgity matters. Such a borrowers in their hospotential supply.
- Increase the demand for demand must be so homes that borrower.

price depreciation is efault volumes), the late.

problem that affects If nothing is done, ut of every five will scenario is unaccepts) and, therefore, is government officials equences of placing a omes on the market, ral" of lower prices, orrowers with negavould be more likely , and be added to the n, would force prices in perspective, since nits have been liquius pressure on hous-; about liquidating 11 nink of what such an sing prices.

rio that is most likely nent will embark on er another in order to . As I have already ve simply postponed unsuccessful.

gle solution will solve the housing market orm of the following

pply of homes on the potential supply can by a program that codifications through consideration of the circumstances, and ment that negative gram will keep more and thus reduce the

viable mortgages. The tent to absorb those uply cannot afford.

## Sustainable Mod

To create a program that modifications, three cond

The modified loans not verify income and underwriting should tors, who know how rather than by servicers—over

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courages sustainable in must be in place: be re-underwritten to ets. Ideally, the reperformed by originablect documentation, At this point, howeast year, while the

May/June 2010

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housing crisis has escalated—have built an infrastructure that can handle documentation. Starting on 1 June 2010, the Treasury will require that documentation be provided for HAMP modifications before the modifications can proceed. This huge step forward will help ensure that the modifications are, in fact, sustainable. The originator/servicer should collect more information on assets and other debt obligations and have more flexibility in making modification offers. The Treasury is already paying servicers for handling the documentation, a practice that should continue.

- 2. The borrower's total financial obligations, not just the first mortgage, must be considered in making the modification offer. Under HAMP, the borrowers who have converted to a permanent modification program have had their front-end debt-to-income ratio (DTI) fall from 45 percent to 31 percent. The back-end DTI, however, has fallen from an incredible 76.1 percent to a still unsustainable 59.7 percent. This aspect should be part of the re-underwriting. Moreover, second liens are a major contributor to the high back-end DTIs; the second-lien modification program, as currently proposed, is likely to be largely ineffective.
- Negative equity must be explicitly acknowledged as a significant driver of defaults. We know that payment reductions alone are insufficient, as evidenced by the low percentage of borrowers who have been able to turn their HAMP trial modifications into permanent modifications. The average borrower who enters a HAMP modification has an LTV of 134.1 percent before modification and a ratio of 136.6 percent after modification as the recoveries of principal and interest advances are capitalized into the amount owed on the home. The only way to deal with negative equity is to forgive principal. In fact, the Treasury has proposed, starting sometime in the fall of 2010, that servicers should look at the NPV of a modification by using both the current waterfall (reduce the interest rate, extend the term, and forbear principal) and an alternative waterfall (forgive principal to an LTV of 115 percent, reduce the interest rate, extend the term, and forbear principal). Unfortunately, the principal reduction waterfall is voluntary for servicers and no effective plan exists for dealing with second liens. Forgiving principal on the first lien when the second lien is not written down would be a complete perversion of lien priorities. I would expect that before the principal reduction waterfall is implemented, a more effective way to deal with second liens will be in place.

I believe that the government should not pay for the principal forgiveness; the costs should be borne primarily by the investors because the modification would improve the loan's NPV to the investors. Without a successful modification, the loan is likely to be liquidated. And if the loan is liquidated, foreclosure, with its attendant high costs, will be the result—and a foreclosed home sells at a discount.

Although many may feel that allowing for a large-scale abrogation of debt is morally reprehensible and creates a huge moral hazard, the alternatives are worse. In addition to the acceleration of the "death spiral" (more price declines means more negative equity means more defaults), there is a deadweight foreclosure loss of approximately 30 percent. This loss includes the foreclosure discount on the house, as well as the costs associated with removing the borrower and remarketing the house. Rather than thinking of "intentional default" as a moral hazard, we need to recast it as an economic decision. Doing so would allow us to address the issue in an unemotional fashion.

Consider three borrowers, each of whom has a \$300,000 mortgage on a home now worth \$250,000:

- Borrower 1 can afford to pay a \$300,000 mortgage.
- Borrower 2 can afford to pay a \$250,000 mortgage.
- Borrower 3 can afford to pay a \$100,000 mortgage.

Ideally, we want Borrower 1 to continue to pay her mortgage, Borrower 2 to stay in his home, and Borrower 3 removed from her home. Logically, because Borrower 2 can afford to live in his home, the goal should be to find some way to leave him there and avoid the deadweight costs of foreclosure. That must be done in such a way that Borrower 1 continues to pay her mortgage without wanting the same deal as her neighbor, Borrower 2. Borrower 3 can afford to live in only a \$100,000 home; under no sensible set of arrangements would it make sense to maintain Borrower 3 in her current home. How do we achieve these results?

Borrowers who receive reductions in principal need to be requalified (i.e., re-underwritten with full documentation to substantiate income and assets) to ensure that they can afford their homes at the current market value. This requalification must look at borrowers' entire financial obligations. Borrower 3 will not qualify. The HAMP modification addresses Borrower 3 by requiring the servicer to run an NPV test and to show that the NPV of a modified loan is higher than that of a liquidated one.

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We need to design a series of incentives that keep Borrower 2 in his home and that maximize the likelihood that Borrower 1 will continue to pay. Clearly, we must devise some frictions that make default so costly that most borrowers who can pay will choose to do so. These frictions could include some combination of the following: (1) a shared appreciation mortgage (or, equivalently, a high tax rate on the appreciation from mortgages that have received a principal reduction), (2) a wellexplained set of consequences of a borrower's credit rating, (3) a ban on adding a second mortgage to the property, and (4) full recourse on the new mortgage. These frictions need to be well understood by Borrower 2 before he agrees to the principal reduction. Borrower 1 is likely to stay in her home (she will not want to incur the frictions) when her LTV is 120 percent (\$300,000/\$250,000)—that is, the cost she places on the frictions is likely to be greater than 20 percent. If her LTV is 150 percent, she is very likely to default intentionally, with or without a principal reduction program in place. Again, the decision to default must be viewed as an economic, not a "moral," one. And frictions must be introduced to produce the desired behavior. Although the newly announced principal reduction program does include consequences for the borrower's credit rating, it does not include any of the other proposed frictions.

Moreover, the success of the modification program will be maximized if the borrower is able to earn the principal reduction by making payments on the new loan amount on schedule for a period of time (e.g., the principal will be permanently forgiven if the borrower makes three years of payments on time). In fact, this incentive is a feature of the newly announced principal reduction waterfall in HAMP.

Let us assume that a successful modification plan will allow us to save 6 million of the 11 million

to 12 million units that are likely to be liquidated if no further action were taken. If we further assume that the average loan balance is \$240,000 and the deadweight costs of foreclosure are 30 percent, or \$80,000 per loan, the direct savings would be \$480 billion. And that amount is in addition to the benefit obtained from reducing pressure on the home price spiral.

Many borrowers, like Borrower 3, are unable to afford their homes at the new market value. Short sales, deeds-in-lieu, and other actions whereby a borrower is incentivized to maintain the home while it is on the market (or at least not diminish its value by destroying the home) are desirable. And HAMP has produced a series of incentives to encourage such actions.

## Increasing the Demand for Housing

Removing the borrower from the home is only half the problem. With more of these homes hitting the market over the next few years, who will be there to absorb them without major additional home price declines? Because investors have already purchased a disproportionate number of foreclosed properties, prudent expansion of the availability of credit to this set of potential buyers would be the single most important demand-side action that could be taken. I urge the creation of a U.S. Federal Housing Administration (FHA) program for investors that would require a 15–20 percent down payment and provide financing for the balance. (FHA loans are now offered only for owner-occupied properties.)

One thing is clear: A range of programs that focus on increasing the demand for housing is needed. This issue has not received adequate attention.

This article qualifies for 0.5 CE credit.

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NYSCEF DOC. NO. 301-20

INDEX NO. 651786/2011
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# EXHIBIT 20

## MATERIAL AND ADVERSE OPINION OF PROFESSOR BARRY E. ADLER

I have been retained by Mayer Brown LLP ("Mayer Brown") to provide an expert opinion on issues of contract interpretation in connection with a potential settlement (the "Potential Settlement") involving securitization trusts for which Mayer Brown's client, The Bank of New York Mellon ("BNY Mellon") is trustee. I have not been retained as a lawyer in connection with this matter, nor do I owe any duty to Mayer Brown or BNY Mellon in connection with this matter. In this opinion, I make no recommendation to Mayer Brown or BNY Mellon. My compensation is based on hours worked and does not depend on the content of my opinion.

## 1. Qualifications

I am the Bernard Petrie Professor of Law and Business, New York University ("NYU"). I have taught at NYU since 1996. I have also held permanent or visiting appointments at Columbia University School of Law, Emory University School of Law, George Mason University School of Law, University of Virginia School of Law, and Yale Law School. I am the director of the annual NYU Workshop on Bankruptcy and Business Reorganizations and have been a director of the American Law and Economics Association. I teach or have taught Contracts, Bankruptcy, and Corporations, and have been the convener of the Contracts and Commercial Law Area Group at NYU School of Law. I have written a casebook and an edited reader in bankruptcy law, and have written numerous articles in the fields of bankruptcy, commercial, and corporate law.

## 2. Question Presented

For the purposes of this report, I have reviewed §2.03(c) of a document identified to me by Mayer Brown as an agreement (the "Pooling and Servicing Agreement") that governs mortgage loans (each a "Mortgage Loan") sold by, among others, Countrywide Home Loans, Inc. ("Countrywide") to a Depositor, which in turn deposited the Mortgage Loans with BNY Mellon as trustee or indenture trustee for holders of certificates or notes that comprise the beneficial ownership of the mortgages (the owners of or investors in such certificates or notes "Certificateholders"). This provision addresses specified breaches of certain representations and warranties in connection with specified Mortgage Loans. Under the provision, in the event such a breach is discovered in connection with such a loan, if such breach "materially and adversely affects the interests of the Certificateholders in that Mortgage Loan," the seller is obligated to cure the breach or replace or repurchase the Mortgage Loan.

In a document identified to me by Mayer Brown as the most recent Form10-Q filed with the Securities and Exchange Commission by Countrywide's parent, Bank of America Corp. ("Bank of America"), Bank of America takes what I assume to be the position that in order for a breach of a representation or warranty to materially and adversely affect the interests of Certificateholders and thus trigger a repurchase obligation it is not sufficient that the breach may have been instrumental to a purchaser in its decision to accept a Mortgage Loan. Rather I assume it to be Bank of America's position that there is no repurchase obligation unless a breach causes the Certificateholders to suffer a significant loss.

Below are my general views on the above-quoted language from §2.03(c) of the Pooling and Servicing Agreement and on the above-referenced Bank of America position. My opinion here is based solely on general principles of contract law as supported by references provided below. I have not broadly reviewed documents relevant to the Potential Settlement. I do not have knowledge of relevant events or of customary documents or practice in the commercial lending industry.

## 3. Opinion

An interpretive issue is presented by the phrase "materially and adversely affects the interests of the Certificateholders in that Mortgage Loan" as used in §2.03(c) of the Pooling and Servicing Agreement between Countrywide and BNY Mellon. Because the phrase applies to a breach of a representation or warranty used by the seller to induce a sale of a mortgage loan under the agreement, one might say that "material and adverse" refers to the mortgage buyer's purchase decision. Under this interpretation, if at the time of the sale a purchaser would not have accepted the mortgage had it been aware of facts inconsistent with a representation or warranty, then the breach is "material and adverse" to the interests of the purchaser (or owner), which could then demand that the seller buy back a mortgage subject to a repurchase obligation in the event of such breach.\* (For simplicity here and hereafter, I ignore the possibility that a seller might satisfy its obligations under the Pooling

<sup>\*</sup> Functionally, a warranty is a promise to make a promisee whole in the event that a factual assertion is false. So one might prefer to think of a warranty breach as a failure to cure or to provide compensation in the event of such falsity rather than as the falsity itself. That said, it is common for a breach of warranty to mean merely that a factual assertion is false and this the sense in which I use the term here.

and Servicing Agreement through cure or replacement.) The significance of any loss caused by the breach would be irrelevant.

This interpretation was apparently approved at least in part by the court in Lehman Brothers Holdings, Inc. v. Laureate Realty Services, Inc., 2007 WL 2904591 (S.D. Ind. Sept. 28, 2007) [hereinafter Laureate]. Laureate addressed a dispute over a mortgage loan purchase and sale agreement between Laureate as seller and Lehman as purchaser of mortgage loans. Under the agreement, in the event that a party discovered a breach of specified seller's representation or warranty with respect to a mortgage loan, the purchaser could demand cure or repurchase of the mortgage loan provided that the breach "materially and adversely affects the interest of the owner of such" loan. Id. at \*12. An issue in the case was whether Laureate's alleged failure to disclose relevant information about a loan sold under the agreement constituted a breach of representation or warranty sufficient to trigger the repurchase obligation. In Laureate' view, Lehman designated no evidence to suggest that the alleged breach would materially and adversely affect the owner of the loan and so Laureate moved for summary judgment against Lehman's repurchase demand. The court denied Laureate's motion for summary judgment in part because Lehman had proffered evidence that Lehman would not have purchased the loan in question "had they known about the negative information" that was the basis of the alleged breach. Id. at \*13; Cf., e.g., Resolution Trust Corp. v. Key Fin. Servs., 280 F.3d 12, 16 (1st Cir. 2002) [hereinafter Resolution Trust] (affirming that breach of a representation or warranty in connection with the sale of a mortgage loan is material if the breach "concerns a fact likely to influence the decisionmaking process," quoting, U.S. ex rel. Roman v. Schlesinger, 404 F.Supp 77, 85 (E.D.N.Y. 1975)).

The court's opinion in *Laureate* is not entirely clear on the question of how one is to interpret "material and adversely affects." The court observed that Lehman had designated evidence that the alleged breach "had an adverse effect on Lehman as it remains undisputed that Lehman lost \$13 million on the transaction." *Laureate*, 2007 WL 2904591, at \*13. This observation raises the possibility that the court believed "material" goes to the loan purchase decision while "adverse" goes to the loan outcome. Such a reading is awkward and may not have been intended. Still, *Laureate* suggests that a court might determine that there is a repurchase obligation at least in part by reference to how a breach could have affected the initial purchase decision.

The contractual language at issue in Laureate is similar to that in §2.03(c) of the Pooling and Servicing agreement between Countrywide and BNY Mellon and so the court's interpretation of the repurchase obligation in Laureate may suggest a similar interpretation of the Pooling and Servicing Agreement. But the Laureate approach, or one like it, is not the only word on how to interpret such language. For example, in Wells Fargo Bank N.A. v. LaSalle Bank Nat'l Ass'n, 643 F. Supp. 2d 1014 (S.D. Ohio 2009), as in Laureate, a court was asked to address alleged breaches of representations and warranties in connection with the sale of mortgage loans placed in a trust on behalf of certificateholders. Although the reported opinion is somewhat opaque on the point, apparently the related pooling and servicing agreement provided that the seller could be subject to a repurchase obligation if

there were "a breach of any representation or warranty with respect to a [m]ortgage [l]oan ... which ... materially and adversely affects the value of such [m]ortgage [l]oan, the related [m]ortgaged [p]roperty or the interests of the [t]rustee or any [c]ertificateholder in the [m]ortgage [l]oan or the related [m]ortgaged [p]roperty". First Amended Complaint at ¶35, Wells Fargo Bank N.A. v. LaSalle Bank Nat'l Ass'n, 3:07-cv-0049-MRM (Apr., 22, 2009) (Doc. # 17) (ellipses in the original). In a motion, Wells Fargo, as trustee for certificateholders, asked that the court clarify how it might demonstrate a material and adverse effect. The court responded, in part, as follows:

Wells Fargo appears to be arguing here that it can prove a material and adverse effect on the loans or the mortgaged property by showing that this loan would have been rejected by the investors had they known what Wells Fargo claims should have been [disclosed]. In the Court's opinion, that position begs the question. To put it another way, the fact that an investor might have made a different decision had he or she different information may make that information material to the investor's decision, but it does not make the omission of that information cause a material and adverse effect on the loan. "Material information" and "material effect" are not the same thing.

Wells Fargo Bank N.A. v. LaSalle Bank Nat'l Ass'n, Case No. 3:07-cv-0049-MRM, Doc. # 299, slip op. at 2 (S.D. Ohio Oct. 27, 2009) (Decision and Order Granting In Part and Denying in Part Plaintiff's Motion for Clarification) [hereinafter Wells Fargo].

The rejection by *Wells Fargo* of a purchase-decision approach to "material and adverse" suggests that whether a breach of a representation or warranty materially and adversely affects the interests of a purchaser (or owner) turns on whether the breach caused a significant loss to the purchaser (or owner). And this is presumably what the court intended in a related jury instruction, which provided that the plaintiff must "prove by a preponderance of the evidence" that a breach of a representation or warranty "caused a material and adverse effect on the value of the loan, the value of the property, or the interests of the investors." General Jury Charge at 22, *Wells Fargo Bank N.A. v. LaSalle Bank Nat'l Ass'n*, Case No. 3:07-cv-0049-MRM (Nov. 24, 2009) (Doc. # 351).

It is possible to distinguish Laureate from Wells Fargo based on the contractual language applicable in each case. As noted, the language in Laureate refers to a breach that materially and adversely affects the interest of the owner of a mortgage loan. In contrast, the comparable language in Wells Fargo refers to a breach that materially and adversely affects "the value of" a mortgage loan, the related mortgaged property or the interests of the trustee or any certificateholder in the mortgage loan or the related mortgaged property. Cf., e.g., LaSalle Bank Nat'l Ass'n v. Citicorp Real Estate, Inc., 2002 WL 181703 (S.D.N.Y. Feb. 5, 2002) (addressing similar language). The difference between the two provisions and between the respective interpretations may suggest that unless a repurchase obligation is expressly conditioned on a material and adverse effect on "value" such obligation may be triggered by a mere determination that the purchaser would not have accepted the loan but for the breach. This would mean that §2.03(c) of Pooling and Servicing agreement between

Countrywide and BNY Mellon, which does not expressly condition the seller's repurchase obligation on a breach that materially and adversely affects "value," could be triggered if the breach merely affects the buyer's purchase decision, and this interpretation could be bolstered by the observation that the parties *elsewhere*, in another portion of §2.03(c) addressed to a particular set of representations and warranties, expressly conditioned a contractual outcome on a change in value.\*\*

Such interpretation is not necessary, however. The omission of an express reference to "value" need not imply that "material and adverse" refers to something other than a loss in value of an owner's interest caused by a breach, as a material and adverse effect on an owner's interest in a mortgage loan can be read as a reference to a significant loss caused by the breach and suffered by the owner in any manner—whether through a reduction in the value of a mortgage loan or through some other means—rather than as a reference to a purchase decision.\*\*\* Indeed, it might seem more natural for the parties to have expressly

<sup>\*\*</sup> According to §2.03(c), for specified representations and warranties made to the best of a seller's knowledge, if it is discovered "that the substance of such representation and warranty is inaccurate and such inaccuracy materially and adversely affects the value of the related Mortgage Loan or the interests of the Certificateholders therein, notwithstanding that Seller's lack of knowledge with respect to the substance of such representation or warranty, such inaccuracy shall be deemed a breach of the applicable representation or warranty."

<sup>\*\*\*</sup> Under this approach, §2.03(c) of the Pooling and Servicing agreement between Countrywide and BNY Mellon could be interpreted such that a breach could not trigger a repurchase obligation if it caused a Mortgage Loan but not the Certificateholders' interests in that Loan to lose value, while an inaccuracy in a best-of-seller's-knowledge representation or warranty could be deemed a breach regardless of the seller's knowledge even if only the Mortgage Loan, but not the Certificateholders' interests, lost value. Such an interpretation would give meaning to "value of the related Mortgage Loan" as that language appears in the section even while "materially and adversely affects the interests of the Certificateholders in that Mortgage Loan" is interpreted as a reference to a loss of value in those interests caused by a breach. In any case, and regardless whether there is a plausible argument that there can be a loss of value in a Mortgage Loan without a loss of value in the interests of Certificateholders in that Loan, the law will (... Continued)

addressed the buyer's purchase decision if they meant for an influence on that decision to be the basis for a determination that a breach materially and adversely affects the interests of a mortgage owner. Thus, the *Wells Fargo* approach may, but need not, depend on a reference to "value" in the applicable contractual language.

Turning now to the merits of the alternative approaches, an advantage of the *Wells* Fargo approach is that it can limit purchaser opportunism. This point may be illustrated by the following hypothetical case.

Assume that a seller of mortgage loans represents that the origination practices used by the seller have in all material respects met customary industry standards. Imagine that a seller substantially disregards such standards in the origination of a loan sold to a purchaser on behalf of certificateholders but that the breach does not significantly diminish the value of the loan. Imagine further that subsequent to this transaction, the real estate market crashes and as a consequence of this external event the loan declines precipitously in value. Now consider the question of how to interpret a provision in the contract between the seller and the buyer that gives the latter an option to insist on a repurchase if a breach in a representation or warranty with respect to a mortgage loan materially and adversely affects the interests of the certificateholders.

(Continued . . .)

not necessarily interpret a contract to give every term meaning. As explained by a leading treatise, although the law "prefers an interpretation which gives effect to all parts of the contract rather than one which leaves a portion of the contract ineffective or meaningless ... sometimes particular words or provisions of a contract will be disregarded in order to give effect to the general meaning of a contract." 11 Williston on Contracts §32:9 (4th ed.) (database updated 2011).

Under the *Laureate* approach, or one like it, the purchaser might prevail and force the seller to repurchase the loan because, at the time of purchase, the seller might have rejected the loan had it known of the seller's poor origination practices. If, however, events subsequent to the sale, but prior to the real estate market collapse, revealed the loan to be of then acceptable value notwithstanding the seller's breach, the buyer might never have asked the seller to repurchase the loan but for the market collapse. It is not clear why the parties would have desired a contractual provision that permitted what they might, at the time of contract, have agreed would be buyer opportunism in a case such as this. That is, one might doubt that the permissibility of such strategic behavior by the buyer constitutes an accurate interpretation of the parties' agreement.

While the *Laureate* interpretation of "material and adverse" invites the sort of opportunism just described, the *Wells Fargo* interpretation is consistent with what may well have been the parties' contractual intent to combat such opportunism. This is so because, under the *Wells Fargo* approach, not any breach triggers the repurchase obligation, only one that significantly injures the buyer. Such a result is a seemingly reasonable outcome for this illustration.

This illustration is hypothetical, but it is not fanciful. In another case, based on events in Nevada, to which Wells Fargo (as well as LaSalle Bank) was a party, *Wells Fargo Bank N.A.* v. LaSalle Bank Nat'l Ass'n, 2011 WL 743929 (D. Nev. Feb. 23, 2011), Wells Fargo, again as trustee for certificateholders' interests in mortgage loans, sought a capacious definition of "material and adverse." In this pursuit, Wells Fargo unsuccessfully sought to exclude the

testimony of the seller's expert, who concluded, in the court's words, "that the decline in the housing and real estate markets in Las Vegas in 2007-2009 caused material and adverse affects, not a breach of any representation." *Id.* at \*4. This expert's conclusion, while perhaps not a legal opinion, does put forward the merit in an interpretation of "material and adverse" that precludes a repurchase obligation when the buyer's motivation to invoke the clause is not a loss caused by the seller's breach.

Although not directly on point here, the interpretive approach adopted in *Wells Fargo* also parallels aspects of the common law material breach doctrine. That doctrine addresses the situation where a party breaches a contract but nevertheless seeks to hold her counterparty to the agreement. In general terms (and at the risk of oversimplification), if the party's breach is material and uncured, she may not insist on her counterparty's performance. If the party's breach is not material, however, although the party is liable in damages for her breach, her counterparty is not released from the contract and the breaching party can thus enjoy the benefit of her bargain despite her breach. *See, e.g.*, Restatement (Second) Contracts §§ 237; 241; 242; 243; 250 (1981). A virtue of this common law rule is that the counterparty is unable to use a trivial breach as an excuse to free himself from what turns out to be—for reasons unrelated to the breach—a burdensome bargain. Similarly, the *Wells Fargo* interpretation of a provision such as §2.03(c) of the Pooling and Servicing Agreement could

prevent purchaser abrogation of a transaction that has—for reasons other than the seller's breach—become burdensome.\*\*\*\*

None of the foregoing suggests that the *Wells Fargo* approach is ideal. It is not. Notably, to say that a material adverse effect on an interest in a loan is one that reduces the value of that interest does not help determine how much of a reduction in value constitutes a "material" reduction. The few cases cited here as examples suggest that an inquiry into the consequences of a breach of a representation or warranty may require case-by-case analysis regardless of how one interprets "material and adverse" (though I offer no view as to whether this is in fact the case). Such an inquiry would be difficult under any circumstances but would be further complicated, and subject to inconsistent results across cases, where the standard provides no principled guidance, and a court might be reluctant to embark on such a course.

In sum, then, it is not possible to conclude with any confidence how a court would interpret a provision such as §2.03(c) of the Pooling and Servicing Agreement. And I make no such prediction. Notably, in addition to the competing considerations discussed here, there may be cases or circumstances of which I am unaware, including but not limited to industry standards or practices, that would lead a court—through the admission of extrinsic

<sup>\*\*\*\*</sup> Resolution Trust Corp, cited earlier in the text, opined that the standard for material breach is different, and may include a higher threshold, when the victim of breach attempts to "walk away from" an agreement rather than merely enforce a contractual repurchase obligation that is expressly triggered by a material breach in a representation or warranty. 280 F.3d at 17. The court was not, however, interpreting the language that appears in §2.03(c) of the Pooling and Servicing Agreement between Countrywide and BNY Mellon and, in any case, for the reasons given, the argument made above about the possible intention of the parties to avoid opportunism applies even to a repurchase obligation provided for as part of a contract.

evidence or otherwise—to reach one conclusion or another.\*\*\*\*\* But, for the reasons described here, based solely on general contract principles, and taking the language of the provision at face value, it appears to be a reasonable position that a determination of whether a breach materially and adversely affects the interests of Certificateholders should turn on the harm caused by the breach.

Dated: May 27, 2011

Baux Aller
Professor Barry E. Adler

Different jurisdictions have different rules and standards regarding contract interpretation and the admissibility of evidence. I offer no opinion on such differences or on the particular rules or standards that would apply to this case.

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INDEX NO. 651786/2011
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# EXHIBIT 21

FILED: NEW YORK COUNTY CLERK 10/17/2011

SUBMIT ORDER/ JUDG.

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE

INDEX NO. 650557/2009

NYSCEF DOC. NO. 105 RECEIVED NYSCEF: 10/17/2011

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

OADRAPA R KAPNICK Index Number : 650557/2009 ASR LEVENSVERSEKERING NV INDEX NO. VS. BREITHORN ABS FUNDING P.L.C. MOTION DATE SEQUENCE NUMBER: 005 MOTION SEQ. NO. DISMISS ACTION MOTION CAL. NO. s motion to/for \_ PAPERS NUMBERED Notice of Motion/ Order to Show Cause - Affidavits - Exhibits ... Answering Affidavits — Exhibits FOR THE FOLLOWING REASON(S): Replying Affidavits **Cross-Motion:** Yes Upon the foregoing papers, it is ordered that this motion MOTION IS DECIDED IN ACCORDANCE WITH ACCOMPANYING MEMORANDUM DECISION NON-FINAL DISPOSITION FINAL DISPOSITION Check one: Check if appropriate: ■ DO NOT POST REFERENCE

SETTLE ORDER/ JUDG.

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK: IAS PART 39 ASR LEVENSVERZEKERING NV, NV AMERSFOORTSE LEVENSVERZEKERING MAATSCHAPPIJ, and ASR SCHADEVERZEKERING NV,

Plaintiffs,

-against-

DECISION/ORDER Index No. 650557/09 Motion Seq. Nos. 005 and 006

SWISS RE FINANCIAL PRODUCTS CORPORATION, AND BANK OF NEW YORK MELLON CORPORATION,

Defendants.

\_\_\_\_\_X

#### BARBARA R. KAPNICK, J.:

Motion sequence nos. 005 and 006 are consolidated for disposition. In motion sequence no. 005, defendant Swiss Re Financial Products Corporation ("Swiss Re") moves, pursuant to CPLR 3211 (a) (1) and (7), to dismiss the Supplemented and Amended Complaint ("Amended Complaint") as to it. In motion sequence no. 006, defendant Bank of New York Mellon Corporation ("BNYM") moves to dismiss the Amended Complaint as to it.

#### Background

The Amended Complaint alleges the following four causes of action against Swiss Re: breach of contract (first cause of action); breach of implied duty of good faith and fair dealing (second cause of action); fraud (third cause of action) and negligent misrepresentation (fourth cause of action); and the

following two causes of action against BYNY: breach of contract (fifth cause of action) and breach of fiduciary duty (sixth cause of action).

This action arises out of three principal agreements: 1) a Credit Default Swap Agreement (the "Master Agreement"), dated July 2, 2003, between Swiss Re and non-party Breithorn ABS Funding p.l.c. ("Breithorn ABS"); 2) an Indenture issued that same day by Breithorn ABS and Breithorn ABS Funding LLC (as the Co-Issuer), (collectively, "Breithorn") to JPMorgan Chase Bank ("JPMorgan Chase"), later succeeded by BNYM, as Trustee; and 3) a Collateral Administration Agreement ("Collateral Agreement") between Breithorn ABS and JPMorgan Chase, also dated as of July 2, 2003.

In a credit default swap, the buyer, here Swiss Re, purchases, in return for periodic payments to another party, the seller, here, Breithorn ABS, protection against certain pre-defined credit risks arising from a transaction between the buyer and one or more third parties. The obligations held by the buyer are referred to as the "Reference Pool." See generally Eternity Global Master Fund Ltd. v Morgan Guar. Trust Co. of New York, 375 F3d 168 (2d Cir 2004). On or about July 2, 2010, Swiss Re notified Breithorn ABS and BNYM that obligations in the Reference Pool had defaulted; JPMorgan Chase turned over the principal that it had been holding to Swiss Re; and plaintiffs lost their investment.

#### Discussion

### Motion by Swiss Re (Motion Seq. No. 005)

Plaintiffs allege that Swiss Re breached the Master Agreement by, among other things, making a substitution in the reference pool that greatly increased the risk of a default. Inasmuch as plaintiffs are not parties to the Master Agreement, or to the accompanying Credit Support Annex and Schedule, they can have standing to allege a breach of that contract, or of the covenant of good faith and fair dealing that is implied in every contract, only if they are found to be third-party beneficiaries of the Master Agreement. "One who seeks to recover as a third-party beneficiary of a contract must establish that a valid and binding contract exists between other parties, that the contract was intended for his or her benefit, and the benefit was direct rather than incidental." Edge Mgt. Consulting, Inc., v Blank, 25 AD3d 364, 368 (1st Dept 2006), Iv dism. 7 NY3d 864 (2006). "The best evidence of the contracting parties' intent is the language of the agreement itself." Id. at 369; see also LaSalle Natl. Bank v Ernst & Young LLP, 285 AD2d 101 (1st Dept 2001).

Plaintiffs contend that three passages in the Master Agreement and the Indenture show that the parties thereto intended plaintiffs to be third-party beneficiaries of the Master Agreement. The first of these, which appears in the Preliminary Statement of the Indenture, provides that "[a]ll covenants and agreements made by [Breithorn] herein are for the benefit and security of the

Noteholders [plaintiffs] and the Credit Swap Counterparty [Swiss Re] (collectively, the `Secured parties')." This passage refers, and applies, solely to the Indenture, not to the Master Agreement.

The second passage, upon which plaintiffs relied in their opposition to the initial motion to dismiss the initial Complaint<sup>1</sup>, and to which they also refer in their current opposition, appears in section 15.1 of the Indenture. It provides that:

[Breithorn] ... hereby assigns ... to the Trustee, for the benefit of the Secured Parties, all of the Issuer's ... right, title and interest in, to and under the Master Agreement [and] the Credit Swap, ... including ... (i) the right to give all notices, consents and releases thereunder, [and] (ii) the right to give all notices of termination or default and to take any legal action upon the breach of an obligation of the Credit Swap Counterparty ... including the commencement ... of proceedings at law or in equity ...

This section assigns certain rights to the Trustee, for the benefit of the Secured Parties, i.e., Swiss Re and plaintiffs. It does not evince any intent by the parties to the Indenture to grant plaintiffs a right to enforce the Master Agreement directly against Swiss Re.

After the defendants herein and Breithorn, which was then also a defendant, moved to dismiss the initial Complaint, plaintiffs amended their Complaint by Stipulation, which also provided for defendants to move to dismiss the Amended Complaint.

The Schedule to the Master Agreement provides, in Part 5 (15) on page 12, that "[Swiss Re] confirms that it has received and read the provisions of the Indenture relating to this Agreement, and agrees that it shall be bound by and comply with Section 15.4 of the Indenture." Section 15.4 (b) of the Indenture provides that:

[Swiss Re] acknowledges that [Breithorn ABS] is assigning all of its right, title and interest in, to and under the Credit Swap to the Trustee for the benefit of the Secured Parties, and [Swiss Re] agrees that all of the representations, covenants and agreements made by [it] in the Credit Swap are also for the benefit of the Trustee and the other Secured Parties and [Swiss Re] acknowledges that the Trustee shall have the right to give all notices of termination of the Credit Swap to [Swiss Re] on behalf of [Breithorn ABS].

Thus, in the Master Agreement, Swiss Re acknowledges that Breithorn's assignment of its rights under the Master Agreement to the Trustee, in the Indenture, is for the benefit both of Swiss Re and of plaintiffs. That Swiss Re acknowledges that the assignment of rights in the Indenture is, in part, for the benefit of plaintiffs, however, does not make plaintiffs third-party beneficiaries of the Master Agreement. In addition, Swiss Re acknowledges that the covenants it made in the Master Agreement "are also for the benefit of the Trustee and the other Secured Parties," that is, plaintiffs. The word "and," in the phrase "the Trustee and the other Secured Parties," cannot reasonably be read as meaning that both the Trustee and "the other Secured Parties" are, independently, beneficiaries of Swiss Re's covenants in the

Master Agreement, because there is no sense in which the Trustee can be such a beneficiary.

This phrase, like the beginning of the sentence in which it appears, as well as the other two passages in the Indenture upon which plaintiffs rely, gives certain powers to the Trustee, for the benefit of plaintiffs. What Swiss Re is agreeing to is that in addition to Breithorn's assignment of its rights under the Master Agreement to the Trustee, the Trustee may also enforce Swiss Re's covenants in the Master Agreement on behalf of "the other secured parties." In short, the language of the various agreements among the parties does not evince any intent that plaintiffs be entitled to sue for breach of the Master Agreement.

Neither Kassover v Prism Venture Partners, LLC (53 AD3d 444 [1st Dept 2008]), nor East NY Savings Bank v 520 W. 50th St., Inc. (160 Misc 2d 789 [Sup Ct, NY Co. 1994]), upon which plaintiffs rely is to the contrary. In Kassover, the governing document expressly stated that the shareholders who subsequently became the plaintiffs "shall be a third party beneficiary pursuant to this Agreement." Record on Appeal, at 154. In East NY Savings Bank, supra at 792, the governing document provided that "[t]he provisions of the Paragraph are intended for the benefit of present and future mortgagees of the land or building ... and may not be modified or annulled without the prior written consent of such mortgage holder." By contrast, the governing documents here do not

expressly give plaintiffs any right to enforce the Master Agreement.

Plaintiffs argue that, even if the language of the agreements does not show them to be third-party beneficiaries of the Master Agreement, Breithorn ABS was a mere conduit; the principal that plaintiffs paid for the Notes issued by Breithorn ABS constituted the financial basis of the credit protection that Breithorn ABS extended to Swiss Re; and the quarterly payments from Swiss Re to Breithorn ABS were, in turn, paid over to plaintiffs in the form of interest on the Notes that plaintiffs purchased. Accordingly, plaintiffs argue that the circumstances in which the Master Agreement was entered into show that plaintiffs were the true protection sellers, and that Swiss Re and Breithorn ABS intended plaintiffs to be third-party beneficiaries of the Master Agreement.

It is undisputed that plaintiffs were involved, from the start, in structuring the various transactions among the parties. Plaintiffs and Swiss Re, each highly sophisticated commercial entities, chose not to enter into a credit derivative swap between themselves, but instead, to interpose both Breithorn ABS and the Trustee between them. Although derivative swaps are often structured in this way, they need not be. See e.g. DKR Soundshore Oasis Holding Fund Ltd. v Merrill Lynch Intl., 80 AD3d 448 (1st Dept 2011). Plaintiffs are bound by the agreements that they made.

Finally, plaintiffs argue, citing Fourth Ocean Putnam Corp. v Interstate Wrecking Co. (66 NY2d 38 [1985]), that they should be recognized as third-party beneficiaries of the Master Agreement, because no other party can recover for Swiss Re's alleged breaches thereof. Fourth Ocean does not hold, however, that the mere fact that no one, other than the plaintiff, can recover for an alleged breach of contract is a sufficient basis for the plaintiff to be deemed a third-party beneficiary of the contract. Rather, the case holds that, in some circumstances, that fact may be considered as evidence that the parties intended the plaintiff to be a thirdparty beneficiary. However, a plaintiff can be a third-party beneficiary of a contract only if "`the contract was intended for his benefit and ... the benefit to him is sufficiently immediate, rather than incidental, to indicate the assumption by the contracting parties of a duty to compensate him if the benefit is lost.'" State of Cal. Pub. Employees' Retirement Sys. v Shearman & Sterling, 95 NY2d 427, 434-435 (2000) (citation omitted).

A plaintiff is a third-party beneficiary only if the parties to the contract had a "clear intention to confer the benefit of the promised performance" upon the plaintiff. PT. Bank Mizuho Indonesia v PT. Indah Kiat Pulp & Paper Corp., 25 AD3d 470, 471 (1st Dept 2006). Here, there is no indication that Swiss Re and Breithorn ABS intended plaintiffs to have any rights to Swiss Re's performance of its obligations under the Master Agreement, other

than by the Trustee's exercise of the rights expressly set forth in the Indenture.

Plaintiffs' additional contention, that the Trustee could not have commenced an action on their behalf, because Swiss Re, as the holder of all the Notes of the Controlling Class, governed any action that the Trustee might take with regard to such litigation, is no more than a retroactive attempt to change the terms pursuant to which plaintiffs purchased their Notes. Plaintiffs made their purchase with full knowledge that, as the holder of Class A Notes, Swiss Re would have effective control of the Trustee. See Confidential Offering Circular, Howell Affirm., Exh. 4, at 56, and Indenture, at 18 (definition of "Controlling Class"). Moreover, it is undisputed that plaintiffs never asked the Trustee to act on their behalf. Accordingly, their claim that any such request would have been futile is conclusory.

Plaintiffs' fraud and negligent misrepresentation claims allege that Swiss Re issued false and misleading broker quotes as to the market value of plaintiffs' Class B Notes, and that, as both the initial Complaint and the Amended Complaint state, had Swiss Re issued broker quotes "reflecting the actual market value of the Class B Notes ... [p]laintiffs would have immediately sought to

 $<sup>^{\</sup>rm 2}$  The parties have stipulated that documents submitted on the initial motions to dismiss are deemed resubmitted on the instant motions.

sell the Class B Notes back to [Swiss Re], found another buyer on the secondary market for the Class B Notes, or taken other actions to mitigate their damages." (Amended Complaint,  $\P$  118).

At the time that plaintiffs filed their initial Complaint, dated September 9, 2009, these claims would clearly have been barred by the out-of-pocket rule. See Lama Holding Co. v Smith Barney Inc., 88 NY2d 413 (1996); Starr Found. v American Intl. Group, Inc., 76 AD3d 25 (1st Dept 2010). In Starr, the plaintiff alleged that it had been induced to set an excessively high minimum price at which it would sell its AIG stock by misrepresentations made as to the risk attached to AIG's credit default swap portfolio, and that it had been damaged by holding that stock as its value plummeted. The Court held that such a "holder's" claim fails, as a matter of law, because "under the out-of-pocket rule `the loss of an alternative contractual bargain ... cannot serve as a basis for fraud or misrepresentation damages because the loss of the bargain was "undeterminable and speculative."'" Id., at 27-28, quoting Lama Holding Co., supra at 422, quoting Dress Shirt Sales v Hotel Martinique Assoc., 12 NY2d 339, 344 (1963).

Plaintiffs' claim here, that they were induced to hold the Notes by misrepresentations of their value, suffers from exactly the same infirmity as the claim in *Starr*, that is, that the price at which plaintiffs could have sold the Notes at any particular time is indeterminable. Indeed, plaintiffs' claim here is even

more speculative than that of Starr Foundation because, in the instant action, the very existence of a secondary market for the Notes is indeterminable.

However, now that plaintiffs have lost their entire investment, their claim is closer to the claim of the plaintiffs in Continental Ins. Co. v Mercadante (222 App Div 181 [1st Dept 1927]) rather than to the plaintiff in Starr. The Mercadante plaintiffs claimed that they had purchased bonds with the intention of selling them before maturity, if the obligor's financial condition deteriorated, and that on the basis of misrepresentations as to the obliger's earnings and solvency they continued to hold the bonds and, indeed, to exchange them for other securities, which became substantially worthless. The Starr Court distinguished Mercadante on the grounds that the measure of damages in that case was the loss of plaintiff's investment, rather than "the amount for which the bonds could have been sold at some point before they lost their value." Starr Found. v American Intl. Group, Inc., supra at 33. While the Starr Court cast doubt on the "continuing vitality of Mercadante" (id. at 33), the Court did not overrule it, and this Court remains bound by it. To be sure, plaintiffs' formulation of their claim posits their damages as the loss of an opportunity to sell the Notes before they became worthless, a claim squarely barred by Starr. However, the factual allegation in the Amended Complaint, that plaintiffs have lost their entire investment, brings their claim within the rule of Mercadante.

Nonetheless, plaintiffs' fraud claim, as well as their negligent misrepresentation claim, must fail, because they cannot show that they reasonably relied upon the broker's quotes that they were given by Swiss Re. Plaintiffs do not dispute that the new obligations in the reference pool to which they attribute the precipitous decline in the value of the Notes (the "new Cheetahs") were identified by name in the Trustee's reports that were provided to plaintiffs, that the portfolios of those obligations were available on the Bloomberg Professional Service, and that the underlying bonds in those portfolios were traded on the open market. (See, Exhs. 18-20 of the Affidavit of Michael Minnich, Managing Director of Swiss Re, dated November 13, 2009). Accordingly, plaintiffs had the ability to gauge for themselves the changing value of the Notes. See Stollsteimer v Kohler, 77 AD3d 1259(3d Dept 2010); Howard v Weaver, 244 AD2d 225 (1st Dept 1997).

## Motion by BNYM (Motion Seq. No. 006)

The contracts that plaintiffs allege BNYM to have breached are the Master Agreement and the Collateral Agreement. As discussed above, plaintiffs are neither parties to, nor third-party beneficiaries of, the Master Agreement. The Collateral Agreement requires the Trustee to monitor the Reference Pool held by Swiss Re on an ongoing basis, and to submit to Breithorn ABS and to Swiss Re certain calculations of, and reports concerning, the Reference Pool. Plaintiffs are also not parties to that contract; nor are

they referred to therein. Plaintiffs' sole argument in support of their contention that they are third-party beneficiaries of the Collateral Agreement is that the Trustee's performance of its terms, as those terms are understood by plaintiffs, would have benefitted plaintiffs. However, the potential receipt of benefits alone does not establish third-party beneficiary standing. LaSalle Natl. Bank v Ernst & Young, supra at 108 ("the parties' intent to benefit the third party must be apparent from the face of the contract"); see also Aymes v Gateway Demolition Inc., 30 AD3d 196 (1st Dept 2006).

Plaintiffs' contention that the Trustee owed them a fiduciary duty is based upon section 6.1 (g) of the Indenture. That subsection provides, in relevant part, that "[w]ith respect to the security interests created hereunder, the Trustee acts as a fiduciary for the Noteholders only ... ." However, section 6.1 (a) of the Indenture provides that:

Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

While an Event of Default occurred in July 2010, the Amended Complaint alleges no violation of fiduciary duty in relation to

relation to which plaintiffs have not alleged that there was a continuance of an Event of Default under the Indenture.

Plaintiffs further argue that section 16.1 (d) of the Indenture required the Trustee to act so as to protect plaintiffs' interests. That section provides that, if the Credit Swap becomes subject to early termination, "the Issuer and the Trustee shall take such actions ... to enforce the rights of the Issuer and the Trustee thereunder ... as may be permitted ...." The section does not refer to plaintiffs.

Finally, in this regard, plaintiffs contend that BNYM was required to protect their interests on the occurrence of a Mandatory Redemption Event. However, the occurrence of such an Event gives no rights to plaintiffs. Rather, it "entitles [but does not require Swiss Re] or [Breithorn] to cause an early termination of the Credit Swap," in certain circumstances. (Indenture Agreement at 30, definition of "Mandatory Redemption Event").

Moreover, in connection with Breithorn's assignment of the Master Agreement and certain other agreements to the Trustee, section 15.2 of the Indenture provides that:

The assignment made hereby is executed as collateral security, and the execution and delivery hereby shall not in any way impair or diminish the obligations of the Issuer under the provisions of the Credit Swap ... nor

shall any of the obligations contained in the Credit Swap ... be imposed on the Trustee.

This collateral assignment of rights does not shift to the Trustee the obligations of Breithorn under the Master Agreement. "[T]he assignee of rights under a bilateral contract does not become bound to perform the duties under that contract unless he expressly assumes to do so." Sillman v Twentieth Century-Fox Film Corp., 3 NY2d 395, 402 (1957) (citations omitted).

#### Conclusion

Accordingly, based on the papers submitted on the initial three motions to dismiss as well as the two motions dealt with herein, and the oral arguments held on May 5, 2010 and February 28, 2011, the motions by defendants Swiss Re Financial Products Corporation and Bank of New York Mellon Corporation to dismiss this action are granted in their entirety and the action is dismissed with prejudice and without costs or disbursements.

The Clerk is directed to enter judgment accordingly.

This constitutes the decision and order of this Court.

Date: October // , 2011

Barbara R. Kapnick

MANAGA A: NAPRICA

J.S.C

FILED: NEW YORK COUNTY CLERK 05/02/2012

NYSCEF DOC. NO. 301-22

INDEX NO. 651786/2011
RECEIVED NYSCEF: 05/02/2012

# EXHIBIT 22

MOTION/CASE IS RESPECTFULLY REFERRED TO

CURRENCE COURT OF THE STAT	TE O EW YORK — NEW YORK COUNTY
PRESENT: Hon. Beating Si	•
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In Re IBI Scroder B	20K=
Trust	INDEX NO. 101530 98
- V -	MOTION DATE
	MOTION SEQ. NO.
	MOTION CAL. NO.
The fellowing	
The following papers, numbered 1 to	_ were read on this motion to/for
Notice of Motion/ Order to Show Cause — A	PAPERS NUMBERED
Answering Affidavits — Exhibits	
Replying Affidavits	
Cross-Motion: Yes	No
Upon the foregoing papers, it is ordered that  On remand, pr  The appellate dim  or dated April 20, 200	ision, First department
MOTION IS DECIDED ACCOMPANYING ME	in accordance with Morandum decision
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Check one: FINAL DISPOSITION

J.S.C.
NON-FINAL DISPOSITION



# SUPREME COURT OF THE STATE OF NEW YORK NEW YORK COUNTY: IAS PART 10

In the Matter of the Application of

Index No. 101530/98

IBJ SCHRODER BANK & TRUST COMPANY (not in its individual capacity but in its capacity as Trustee under a Trust Agreement dated as of December 21, 1985 among Resources Satellite Corp., J. Henry Schroder Bank & Trust Company and the Beneficiaries thereunder), Petitioner.

for an order, pursuant to CPLR § 7701, for a Construction of an Indenture and Approval of a Settlement.

SHAINSWIT, J.:

In this special proceeding, brought pursuant to CPLR Article 77, petitioner-trustee seeks a declaratory judgment concerning the construction of an Investor Trust Agreement, together with approval of the trustee's proposed settlement of another action presently pending in this Court, involving assets of the Trust, entitled IBJ Schroder Bank & Trust Co. v GE Capital Spacenet Services, Inc., Index No. 601299/96 (the "Spacenet" action).

The Trust was established in 1985 to facilitate investments by more than 400 beneficiaries in a project involving the launching and operation of a communications satellite during the years 1985 through 1994. The Trust involved a complex series of financial transactions involving the development and placement in space of the communications satellite.

The Spacenet action involves a certain master lease relating to the lease of 24 satellite transponders carried on a satellite which was launched into orbit in 1985.

The satellite earned money for the Trust through receipt of sums from television and radio broadcasters for the use of electronic signals transmitted for television and radio broadcasting by the satellite's "transponders." A transponder automatically transmits a broadcasting signal upon reception of such a signal from another transmitter.

Because adequate supply of fuel was crucial to the operation of the satellite, the trustee and the satellite owner executed the Agreement Regarding Fuel ("Fuel Agreement"), whereby the satellite owner agreed to make certain stipulated fuel shortfall payments, entitled "Stipulated Loss Value" payments, in the event of a fuel shortage. It is alleged that such a fuel shortage occurred, thereby triggering the trustee's rights to demand payment from the satellite owner under the terms of the Fuel Agreement. Accordingly, in the Spacenet action, the trustee seeks to recover from the satellite owner the sum of \$40,785,455, representing a "Stipulated Loss Value" payment set forth for in the Fuel Agreement.

The satellite owner served its answer in the Spacenet action, denying all liability and pleading defenses and counterclaims, including, among other things, that:

(a) the provision in the Fuel Agreement as to Stipulated Loss Value was an unenforceable penalty under New York law; (b) the satellite's failure resulted from a catastrophic event or mechanical failure and not from a lack of fuel; and (c) the satellite in fact had sufficient fuel on the applicable date.

In September 1997, the trustee and the defendants in the Spacenet litigation conditionally agreed to a proposed settlement which provides for the satellite owner to pay \$8.5 million, of which \$6.97 million would be paid to the Trust.



The trustee thereupon commenced this action by "Verified Petition For Construction of Trust and Approval of Proposed Settlement," seeking, among other things: (a) a declaration that it had the authority to commence the Spacenet action; (b) a declaration that it had the authority to settle the Spacenet action; and (c) judicial approval of the proposed settlement of the Spacenet action. 186 trust beneficiaries, jointly represented by one law firm, have submitted opposition to the trustee's application for a declaratory judgment and approval of the proposed settlement.

The trustee predicates his commencement of the Spacenet action, vis-avis the beneficiaries of the Trust, upon section 5.02 of the Investor Trust Agreement.

That section provides that, in the event of an event of a default under the master lease:

the Trustee shall give prompt written notice of such event of default to the Lessee, the Grantor and the Beneficiaries by certified mail, postage prepaid. In the event that such event of default has not been cured within 30 days after mailing of such notice, the Trustee shall take such action or shall refrain from taking such action, not inconsistent with the provisions of the Agreements, with respect to such event of default as the Trustee shall be directed in writing by all of the Beneficiaries, or, if no such direction has been received from all of the Beneficiaries within 30 days after the mailing of such notice to the Beneficiaries, the Trustee shall, in its sole discretion ... take such action as shall be necessary to terminate the Master Lease, to obtain the benefits of the Master Collateral Assignment Agreement and to cause the Lessee thereunder to perform all of its obligations upon such termination.

(emphasis supplied).

Prior to commencing the Spacenet action, the trustee sent the requisite notice under Section 5.02 of the Investor Trust Agreement to the proper parties, including the beneficiaries, and did not, in return, receive any "directions" from the beneficiaries.

By decision and judgment dated October 21, 1998, this Court held that the Trust Agreement did <u>not</u> confer upon the trustee authority to settle the action in question.<sup>1</sup> Having decided that such authority to settle the Spacenet action was lacking, the Court never reached the trustee's further request for judicial approval of the proposed settlement. The trustee appealed from the October 21, 1998 decision and judgment.

The Appellate Division reversed (\_\_ AD2d \_\_ , 706 NYS2d 114 [First Dept 2000]). The Appellate Division held that the trustee was, in fact, vested with the authority to settle the Spacenet action, stating that:

It is settled that the duties and powers of a trustee are defined by the terms of the trust agreement and are tempered only by the fiduciary obligation of loyalty to the beneficiaries (see, United States Trust Co. of N. Y. v First Nat. City Bank, 57 AD2d 285, 295-296 affd 45 NY2d 869; Restatement [Second] of Trusts § 186, comments a, d). In this matter, the same provision of the trust agreement which, the parties do not dispute, gave the trustee the power to commence the underlying action, also vests the trustee with the power to "take such action as shall be necessary" with respect to the subject matter of the underlying action. We now find that this provision includes the power to settle that action. We take no position on whether the settlement agreement, in its present form, should be approved and remand the matter to the IAS court to consider all relevant factors in determining whether such approval is warranted.

(<u>ld.</u>).

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Thus, this matter is now before this Court on remand to determine

<sup>&</sup>lt;sup>1</sup> On a motion seeking, inter alia, reargument and clarification of the October 21, 1998 decision and judgment, this Court held that the trustee had the authority, pursuant to section 5.02 of the Investor Trust Agreement, to "take such action" as might be necessary under the circumstances, including commencing the Spacenet action (Decision and Order dated April 12, 1999).

whether or not approval of the proposed settlement is warranted.

As set forth in the Petition, the trustee maintains that the proposed settlement of the Spacenet action is reasonable and prudent, and the best way to conserve and protect the Trust's assets. In support, the trustee argues that: (a) there is a serious risk that the Spacenet defendants may prevail on one or more of the defenses asserted by them in the Spacenet action, thereby precluding any recovery by the trustee in the Spacenet action; and (b) prosecution of the Spacenet action would be very costly and time consuming, because such cases are extremely expert-intensive and technically complex.

The opposition offered by the 186 trust beneficiaries goes primarily to their belief that the settlement amount is too low. They claim that the proposed settlement is unreasonable and contrary to their best interests, arguing that: (a) the plain terms of the Fuel Agreement require payment of the "Stipulated Loss Value" of approximately \$40 million (now over \$60 million with interest); (b) the proposed settlement would substantially compromise that amount to \$8.5 million; and (c) the trustee has not in any way tested any of the defenses raised in the Spacenet litigation, but rather agreed to that substantial compromise despite having failed to take any discovery or to file any dispositive motions in the Spacenet litigation.

Since the objecting beneficiaries have not submitted any evidence to show that the trustee's actions may have been based on some ulterior motive or that the trustee is somehow itself interested in the transaction other than in its fiduciary capacity, the trustee submits that the dispute comes down to whose view as to the

wisdom of the proposed settlement should prevail - - that of the trustee or that of the objecting beneficiaries.

Here, the trustee is the entity to whom the Investor Trust Agreement gives sole power to "take such action as shall be necessary" with respect to the subject matter of the underlying action. While there is some question as to whether the applicable standard of review here is the business judgment rule or the prudent man standard, the conclusion is the same under either standard - - the trustee's decision to compromise the Spacenet action is within the scope of the trustee's powers, is reasonable and prudent, and is entitled to judicial deference. Thus, in view of the trustee's showing of the reasonableness of the proposed settlement herein, and in the absence of any evidence tending to show a breach by the trustee of its fiduciary duties, the trustee's view must prevail. The Court will not invalidate the proposed settlement merely because certain beneficiaries believe a greater recovery might be obtained if the Spacenet action is submitted to an expensive and unpredictable litigation.

### CONCLUSION

Accordingly, on remand, the Court holds that approval of the proposed settlement of the Spacenet action is warranted, and grants the trustee's motion to that extent. Settle order/jedgment:

Dated: August (6, 2000

ENTER:

J.S.C.