

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

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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), Maiden Lane II, LLC (intervenor), Maiden Lane III, 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 Advisers, 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), New York Life 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. 651786/11

**AFFIRMATION OF  
KENNETH E. WARNER**

Assigned to:  
Kapnick, J.

**ORAL ARGUMENT  
REQUESTED**

Petitioners,


for an order pursuant to CPLR § 7701 seeking judicial instructions and approval of a proposed settlement.

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KENNETH E. WARNER, an attorney duly licensed to practice law in the State of New York, affirms under penalties of perjury and says:

1. I am a member of Warner Partners, P.C., attorneys of record for the Institutional Investors (Intervenor-Petitioners) in the above-captioned action.<sup>1</sup> I am familiar with the proceedings in this case and make this affirmation, in support of the Institutional Investors' Opposition to the Delaware Attorney General's Motion to Intervene, to put certain relevant documents before the Court.

2. Attached hereto as Exhibit A is a true and correct copy of the "Governing Law" provision of the Indenture for CWHEQ 2006-A, located at § 11.13. That section states: "THIS INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER STATE."

3. Attached hereto as Exhibit B is a true and correct copy of the "Governing Law" provision of the Indenture for CWHEQ 2007-G, located at § 11.13. That section states: "THIS INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER STATE."

  
Kenneth E. Warner

Affirmed this 19th  
day of August, 2011.

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<sup>1</sup> The Institutional Investors are set forth in the above caption. Unless otherwise indicated, capitalized terms used herein have the meanings assigned to them in the Trustee's Petition (Doc. #1).

# Exhibit A

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CWHEQ REVOLVING HOME EQUITY LOAN TRUST,  
SERIES 2006-A  
Issuer

JPMORGAN CHASE BANK, N.A.  
Indenture Trustee

CHASE BANK USA, NATIONAL ASSOCIATION  
Co-Trustee

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INDENTURE

Dated as of February 27, 2006

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Section 11.09. Successors and Assigns.

All agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, assigns, co-trustees, and agents.

Section 11.10. Separability.

If any provision in this Indenture or in the Notes is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Indenture and the Notes shall not be affected in any way.

Section 11.11. Benefits of Indenture.

Nothing in this Indenture or in the Notes, express or implied, shall give to any person, other than the parties to this Indenture and their successors under this Indenture, the Master Servicer (under Article VIII), any person with an ownership interest in the Trust, and the Noteholders, any benefit or any legal or equitable right under this Indenture.

Section 11.12. Legal Holidays.

If the date on which any payment is due is not a Business Day, then (notwithstanding any other provision of the Notes or this Indenture) payment need not be made on that date, but may be made on the next Business Day with the same force as if made on the date on which nominally due, and no interest shall accrue for the period after the nominal due date.

Section 11.13. Governing Law.

THIS INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER STATE.

Section 11.14. Counterparts; Electronic Delivery.

This Indenture may be executed in any number of counterparts, each of which so executed shall be considered an original, but all the counterparts shall together constitute a single instrument. Any signature page to this Indenture containing a manual signature may be delivered by facsimile transmission or other electronic communication device capable of transmitting or creating a printable written record, and when so delivered shall have the effect of delivery of an original manually signed signature page.

Section 11.15. Recording of Indenture.

This Indenture is a Security Agreement under the UCC. If this Indenture is subject to recording in any appropriate public recording offices, the recording is to be effected by the Issuer but only at the request and expense of Noteholders accompanied by an Opinion of Counsel (which may be counsel to the Indenture Trustee or any other counsel reasonably acceptable to the Indenture Trustee) to the effect that the recording materially and beneficially affects the interests of the Noteholders or any other person secured under this Indenture or the enforcement of any right granted to the Indenture Trustee under this Indenture.

# **Exhibit B**

CWHEQ REVOLVING HOME EQUITY LOAN TRUST,  
SERIES 2007-G  
Issuer

and

THE BANK OF NEW YORK  
Indenture Trustee

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INDENTURE  
Dated as of August 15, 2007

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agreement and the Indenture Trustee will cause payments to be made and notices to be given in accordance with them.

Section 11.07. ***Conflict with Trust Indenture Act.***

If any provision of this Indenture limits, qualifies, or conflicts with another provision of this Indenture that is required to be included in this Indenture by the Trust Indenture Act, the required provision shall control.

The provisions of TIA Sections 310 through 317 that impose duties on any person (including the provisions automatically included in this Indenture unless expressly excluded by this Indenture) are a part of and govern this Indenture, whether or not physically in this Indenture.

Section 11.08. ***Effect of Headings and Table of Contents.***

The Article and Section headings and the Table of Contents are for convenience only and shall not affect the construction of this Indenture.

Section 11.09. ***Successors and Assigns.***

All agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, assigns, co-trustees, and agents.

Section 11.10. ***Separability.***

If any provision in this Indenture or in the Notes is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Indenture and the Notes shall not be affected in any way.

Section 11.11. ***Benefits of Indenture.***

Nothing in this Indenture or in the Notes, express or implied, shall give to any person, other than the parties to this Indenture and their successors under this Indenture, the Master Servicer (under Article VIII), any person with an ownership interest in the Trust, and the Noteholders, any benefit or any legal or equitable right under this Indenture.

Section 11.12. ***Legal Holidays.***

If the date on which any payment is due is not a Business Day, then (notwithstanding any other provision of the Notes or this Indenture) payment need not be made on that date, but may be made on the next Business Day with the same force as if made on the date on which nominally due, and no interest shall accrue for the period after the nominal due date.

Section 11.13. ***Governing Law.***

THIS INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER STATE.