

EXHIBIT A

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Exhibit 99.4
EXECUTION COPY

CWHEQ, INC.
Depositor

WILMINGTON TRUST COMPANY
Owner Trustee

TRUST AGREEMENT
Dated as of February 24, 2006

CWHEQ REVOLVING HOME EQUITY LOAN TRUST,
SERIES 2006-A

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The Owner Trustee hereby declares that it will hold the Assets on the terms of this Agreement, for the benefit of the Certificateholders, subject to the obligations of the Trust under the Transaction Documents. The Trust is a statutory trust under the Statutory Trust Statute and this Agreement is the governing instrument of the statutory trust. The Owner Trustee shall have all rights and obligations in this Agreement and in the Statutory Trust Statute for accomplishing the purposes of the Trust. The Owner Trustee shall file with the Secretary of State of the State of Delaware a Certificate of Trust of the Trust.

Section 2.07 Liability of a Certificateholder.

Except to the extent otherwise provided in this Agreement or in the other Transaction Documents, the Certificateholders shall be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the general corporation law of the State of Delaware.

Section 2.08 Title to Trust Property.

Legal title to all the Assets shall be vested in the Trust as a separate legal entity except where applicable law in any jurisdiction requires title to any part of the Assets to be vested in a trustee, in which case title shall be vested in the Owner Trustee or any co-trustee or separate trustee, as the case may be.

Section 2.09 Location of Trust.

The Trust will be located in Delaware and administered in Delaware. Any bank accounts maintained by the Owner Trustee on behalf of the Trust shall be located in Delaware or Illinois. The Trust shall not have any employees in any State other than Delaware. Nothing in this Agreement shall restrict the Owner Trustee from having employees within or without Delaware. Payments will be received by the Trust only in Delaware, Illinois, or California, and payments will be made by the Trust only from Delaware or Illinois.

Section 2.10 Representations and Warranties of Depositor.

The Depositor represents and warrants to the Owner Trustee as of the date of this Agreement, and as to any Transaction Document, as of its date that:

(a) Organization and Good Standing. The Depositor is a corporation duly organized and validly existing under the laws of Delaware, with full power and authority to own its properties and to conduct its business as presently owned or conducted and to execute, deliver, and perform this Agreement and any other document related to this Agreement to which it is a party and to perform its obligations as contemplated by them.

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(b) Due Qualification. The Depositor is duly qualified to do business as a Delaware corporation in good standing and has obtained all necessary licenses and approvals in each jurisdiction in which failure to so qualify or to obtain required licenses or approvals would have a material adverse effect on its ability to perform its obligations under this Agreement and the Transaction Documents to which the Depositor is a party.

(c) Due Authorization; Enforceability. The Depositor has full power and authority to execute, deliver, and perform this Agreement and the Transaction Documents to which it is a party and to carry out their respective terms. The Depositor has full power and authority to sell and assign the Assets. The execution, delivery, and performance by the Depositor of this Agreement and the Transaction Documents to which the Depositor is a party have been duly authorized by the Depositor by all necessary action. This Agreement and the Transaction Documents executed by the Depositor have been duly executed and delivered and constitute the valid and legally binding obligations of the Depositor enforceable against the Depositor in accordance with their terms.

(d) No Conflict. The Depositor's execution and delivery of this Agreement and the Transaction Documents to which the Depositor is a party, performance of the transactions contemplated by them, and fulfillment of their terms applicable to the Depositor do not conflict with any requirements of law applicable to the Depositor or conflict with, result in any breach of any of the provisions of, or with or without notice or lapse of time constitute a default under, any indenture, contract, or other instrument to which the Depositor is a party or by which it or its properties are bound.

CWHEQ, Inc.,
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890
Attention: Corporate Trust Administration
Telephone: (302) 651-1000
Facsimile: (302) 651-8882

(b) Any notice required or permitted to be given to the Certificateholders shall be given by first-class mail, postage prepaid, at the addresses of the Certificateholders. Any notice so mailed within the time prescribed in this Agreement shall be conclusively presumed to have been duly given, whether or not the Certificateholder receives the notice.

Section 11.04 Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and that prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable the provision in any other jurisdiction.

Section 11.05 Separate Counterparts.

This Agreement may be executed by the parties to this Agreement in separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute but one instrument.

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Section 11.06 Successors and Assigns.

All covenants and agreements in this Agreement shall be binding on, and inure to the benefit of, each of the Depositor and its permitted assignees, the Owner Trustee and its successors, and each Certificateholder and any of its successors, all as provided in this Agreement. Any request, notice, direction, consent, waiver or other instrument or action by any Certificateholder shall bind its successors.

Section 11.07 Nonpetition Covenant.

Notwithstanding any prior termination of this Agreement, the Depositor and the Owner Trustee, by entering into this Agreement, and each Certificateholder, by accepting a Certificate, agree that they shall not, before the date that is one year and one day after the termination of the Agreement, file or participate in the filing of any petition against the Trust that could cause the Trust to incur an Insolvency Event. Nothing in this Agreement shall prohibit the Owner Trustee from participating in or filing proofs of claim in any such proceeding instituted by any other person.

Section 11.08 No Recourse.

Each Certificateholder by accepting a Certificate acknowledges that the Certificate represents the beneficial interest in the Trust only and does not represent interests in or obligations of the Depositor, the Servicer, the Administrator, the Owner Trustee, the Indenture Trustee, or any Affiliate of any of them and no recourse may be had against those parties or their assets, except as may be expressly stated or contemplated in this Agreement, the other Transaction Documents, or the Certificates.

Section 11.09 Headings.

The headings of the various Articles and Sections in this Agreement are for convenience of reference only and shall not define or limit any of the provisions of this Agreement.

Section 11.10 GOVERNING LAW.

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

Section 11.11 Rule 144A Information.

EXHIBIT B

EX-99.4 5 efc7-2205_ex994.htm EXHIBIT 99.4

EXHIBIT 99.4

EXECUTION COPY

CWHEQ, Inc.
Depositor

WILMINGTON TRUST COMPANY
Owner Trustee

TRUST AGREEMENT
Dated as of August 10, 2007

CWHEQ REVOLVING HOME EQUITY LOAN TRUST,
SERIES 2007-G

Assets and make distributions to any Certificateholder and the holders of Notes.

The Trust shall not engage in any activity other than in connection with the foregoing activities or other than as required or authorized by this Agreement or the other Transaction Documents.

Section 2.04 Appointment of Owner Trustee.

The Depositor appoints the Owner Trustee as trustee of the Trust effective as of the date of this Agreement to have all the rights and obligations in this Agreement.

Section 2.05 Initial Capital Contribution of Assets.

The Depositor hereby remits to the Owner Trustee the sum of \$1. The Owner Trustee hereby acknowledges receipt in trust from the Depositor of the foregoing contribution. The Depositor shall pay

organizational expenses of the Trust as they may arise or shall promptly reimburse the Owner Trustee on request for any such expenses paid by the Owner Trustee.

Section 2.06 Declaration of Trust.

The Owner Trustee hereby declares that it will hold the Assets on the terms of this Agreement, for the benefit of the Certificateholders, subject to the obligations of the Trust under the Transaction Documents. The Trust is a statutory trust under the Statutory Trust Statute and this Agreement is the governing instrument of the statutory trust. The Owner Trustee shall have all rights and obligations in this Agreement and in the Statutory Trust Statute for accomplishing the purposes of the Trust. The Owner Trustee shall file with the Secretary of State of the State of Delaware a Certificate of Trust of the Trust.

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The Trust will be located in Delaware and administered in Delaware. Any bank accounts maintained by the Owner Trustee on behalf of the Trust shall be located in Delaware. The Trust shall not have any employees in any State other than Delaware. Nothing in this Agreement shall restrict the Owner Trustee from having employees within or without Delaware. Payments will be received by the Trust only in Delaware or California, and payments will be made by the Trust only from Delaware.

Section 2.10 Representations and Warranties of Depositor.

The Depositor represents and warrants to the Owner Trustee as of the date of this Agreement, and as to any Transaction Document, as of its date that:

(a) *Organization and Good Standing.* The Depositor is a corporation duly organized and validly existing under the laws of Delaware, with full power and authority to own its properties and to conduct its business as presently owned or conducted and to execute, deliver, and perform this Agreement and any other document related to this Agreement to which it is a party and to perform its obligations as contemplated by them.

shall not, before the date that is one year and one day after the termination of the Agreement, file or participate in the filing of any petition against the Trust that could cause the Trust to incur an Insolvency Event. Nothing in this Agreement shall prohibit the Owner Trustee from participating in or filing proofs of claim in any such proceeding instituted by any other person.

Section 11.08 No Recourse.

Each Certificateholder by accepting a Certificate acknowledges that the Certificate represents the beneficial interest in the Trust only and does not represent interests in or obligations of the Depositor, the Servicer, the Administrator, the Owner Trustee, the Indenture Trustee, or any Affiliate of any of them and no recourse may be had against those parties or their assets, except as may be expressly stated or contemplated in this Agreement, the other Transaction Documents, or the Certificates.

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

Section 11.11 Rule 144A Information.

As long as any of the securities of this Trust are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Administrator on behalf of the Trust shall provide to any Noteholder or Certificateholder and to any prospective purchaser from any of them designated by any of them on the request of the Noteholder, Certificateholder, or prospective purchaser, any information required to be provided the holder or prospective purchaser to satisfy the conditions of Rule 144A(d)(4) under the Securities Act.

In Witness Whereof, the parties to this Agreement have caused this Agreement to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

CWHEQ, Inc.
Depositor

By: /s/ Elizabeth Chen
Name: Elizabeth Chen
Title: Senior Vice President

WILMINGTON TRUST COMPANY

By: /s/ J. Christopher Murphy
Name: J. Christopher Murphy
Title: Financial Services Officer