

**Exhibit A to the Affirmation of
Mauricio A. España dated January 28, 2013**

MAYER • BROWN

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October 11, 2012

VIA ELECTRONIC MAIL

TO: COUNSEL OF RECORD FOR INTERVENOR-
RESPONDENTS AND OBJECTORS

Matthew D. Ingber
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Re: *In re the Application of The Bank of New York
Mellon (Index No. 6517876-2011)*

Dear Counsel:

On behalf of The Bank of New York Mellon ("BNY Mellon"), enclosed please find documents bates-stamped BNYM_CW-00276596 through BNYM_CW-00276742, which are being produced either via a File Transfer Protocol ("FTP") site or via overnight delivery of a DVD, to all counsel of record for the Intervenor-Respondents and Objectors who have requested such production and have agreed to the terms of the Protective Order, dated June 14, 2012. This production contains email communications sent from Mayer Brown LLP to Brian Lin and/or from Brian Lin to Mayer Brown LLP in further response to Requests No. 3 and 4 of the Steering Committee's First¹ Set of Requests for Discovery and Inspection to The Bank of New York Mellon. The documents contained in this production have been designated "CONFIDENTIAL."

BNY Mellon makes this production subject to and without waiving the objections set forth in BNY Mellon's Responses and Objections to the Steering Committee's First Set of Document Requests, dated September 11, 2012.

Please call me or my colleague, Chris Houpt, if you have any questions.

Very truly yours,



Matthew D. Ingber

¹ BNY Mellon objects to the characterization of the Requests as the "First Set of Requests for Discovery and Inspection[.]" On November 17, 2011, BNY Mellon was served with the "Intervenor-Respondents' First Set of Document Requests." Those document requests were served on behalf of many of the same parties on whose behalf the Requests were served.

**Exhibit B to the Affirmation of
Mauricio A. España dated January 28, 2013**

Exhibit B contains materials that have been designated Confidential pursuant to the Court's Protective Order dated June 14, 2012. A copy of Exhibit B has been delivered to the Court and served on all parties of record.

**Exhibit C to the Affirmation of
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**Exhibit D to the Affirmation of
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**Exhibit E to the Affirmation of
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**Exhibit F to the Affirmation of
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**Exhibit G to the Affirmation of
Mauricio A. España dated January 28, 2013**

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**Exhibit H to the Affirmation of
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**Exhibit I to the Affirmation of
Mauricio A. España dated January 28, 2013**

CWALT, INC.,
Depositor
COUNTRYWIDE HOME LOANS, INC.,
Seller
PARK GRANADA LLC,
Seller
PARK MONACO INC.,
Seller
PARK SIENNA LLC,
Seller
COUNTRYWIDE HOME LOANS SERVICING LP,
Master Servicer
and
THE BANK OF NEW YORK,
Trustee

POOLING AND SERVICING AGREEMENT
Dated as of August 1, 2006

ALTERNATIVE LOAN TRUST 2006-OC7
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OC7

to make an Advance under Section 4.01(b), shall have no responsibility to ascertain or confirm any information contained in any Trustee Advance Notice, and shall have no obligation to make any Advance under Section 4.01(b) in the absence of a Trustee Advance Notice or actual knowledge of a Responsible Officer of the Trustee that (A) such Advance was not made by the Master Servicer and (B) such Advance is not a Nonrecoverable Advance.

The Trustee hereby represents, warrants, covenants and agrees that, except as permitted by Article IX hereof, it shall not cause the Trust Fund to consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of the Trust Fund to, another Person.

SECTION 8.02. Certain Matters Affecting the Trustee.

Except as otherwise provided in Section 8.01:

(i) the Trustee may request and rely upon and shall be protected in acting or refraining from acting upon any resolution, Officers' Certificate, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties and the Trustee shall have no responsibility to ascertain or confirm the genuineness of any signature of any such party or parties;

(ii) the Trustee may consult with counsel, financial advisers or accountants of its selection and the advice of any such counsel, financial advisers or accountants and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance with such Opinion of Counsel;

(iii) the Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement;

(iv) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by the NIM Insurer or Holders of Certificates evidencing not less than 25% of the Voting Rights allocated to each Class of Certificates;

(v) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, accountants or attorneys;

(vi) the Trustee shall not be required to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it;

(vii) the Trustee shall not be liable for any loss on any investment of funds pursuant to this Agreement (other than as issuer of the investment security);

(viii) the Trustee shall not be deemed to have knowledge of an Event of Default until a Responsible Officer of the Trustee shall have received written notice thereof; and

(ix) the Trustee shall be under no obligation to exercise any of the trusts, rights or powers vested in it by this Agreement or to institute, conduct or defend any litigation hereunder or in relation hereto at the request, order or direction of the NIM Insurer or any of the Certificateholders, pursuant to the provisions of this Agreement, unless the NIM Insurer or such Certificateholders shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which may be incurred therein or thereby.

The Depositor hereby directs the Trustee to execute, deliver and perform its obligations under the Swap Administration Agreement (in its capacity as Swap Trustee). The Sellers, the Depositor, the Master Servicer and the Holders of the LIBOR Certificates by their acceptance of such Certificates acknowledge and agree that the Trustee shall execute, deliver and perform its obligations under the Swap Administration Agreement and shall do so solely in its capacity as Swap Trustee, as the case may be, and not in its individual capacity. Every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall apply to the Trustee's execution of the Swap Administration Agreement in its capacity as Swap Trustee, and the performance of its duties and satisfaction of its obligations thereunder.

SECTION 8.03. Trustee Not Liable for Certificates or Mortgage Loans.

The recitals contained in this Agreement and in the Certificates shall be taken as the statements of the Depositor or a Seller, as the case may be, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Agreement or of the Certificates or of any Mortgage Loan or related document or of MERS or the MERS® System other than with respect to the Trustee's execution and counter-signature of the Certificates. The Trustee shall not be accountable for the use or application by the Depositor or the Master Servicer of any funds paid to the Depositor or the Master Servicer in respect of the Mortgage Loans or deposited in or withdrawn from the Certificate Account by the Depositor or the Master Servicer.

SECTION 8.04. Trustee May Own Certificates.

The Trustee in its individual or any other capacity may become the owner or pledgee of Certificates with the same rights as it would have if it were not the Trustee.

SECTION 8.05. Trustee's Fees and Expenses.

The Trustee, as compensation for its activities hereunder, shall be entitled to withdraw from the Distribution Account on each Distribution Date an amount equal to the Trustee Fee for such Distribution Date. The Trustee and any director, officer, employee or agent of the Trustee shall be indemnified by the Master Servicer and held harmless against any loss, liability or