

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), *et al.*

Petitioners,

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

Index No. 651786/2011

Assigned to: Kapnick, J.

**AFFIRMATION OF
DEREK W. LOESER IN
SUPPORT OF OTSC
WHY THE COURT
SHOULD NOT
VACATE THE INSIDE
INSTITUTIONAL
INVESTORS'
DISCOVERY
DEMANDS**

I, Derek W. Loeser, hereby affirm under the penalty of perjury that the following is true and correct:

1. I am a member of the Bar of the State of Washington and admitted to appear before this Court *pro hac vice*, and I am a partner at Keller Rohrback L.L.P., counsel for the Federal Home Loan Banks of Boston, Chicago, and Indianapolis in this matter. I am familiar with the matters referenced herein and submit this affirmation in support of the Intervenors' Memorandum of Law in Support of Order to Show Cause Why the Court Should Not Vacate the Inside Institutional Investors' Discovery Demands.

2. The Federal Home Loan Banks of Boston, Chicago, and Indianapolis are three of several Intervenor-Respondents (collectively with potential objectors, "Intervenors") in this matter and my firm is a member of the Steering Committee. I submit this Affirmation in support of Intervenors' motion for an order pursuant to CPLR § 3103 (a) vacating, in their entirety, all of the document requests and deposition notices served on Intervenors by the Inside Institutional

Investors on March 11, 2013, and (b) awarding such other and further relief as the Court may deem just and proper.

3. On February 26, 2013, the Court entered an Amended Scheduling Order in this matter (Doc. No. 526).

4. The Amended Scheduling Order provides that May 3, 2013 is the deadline for Intervenor to object to the proposed settlement and the commencement of objector discovery.

5. On March 11, 2013, the Inside Institutional Investors propounded requests for the production of documents and notices of oral examination via email on Intervenor.

6. Attached as Exhibit 1, is a true and accurate copy of counsel for the Inside Institutional Investors' Letter to counsel for the Federal Home Loan Banks of Boston, Chicago, and Indianapolis, enclosing the Inside Institutional Investors' Discovery Demands (Mar. 11, 2013).

7. Attached as Exhibit 2, is a true and accurate copy of the Inside Institutional Investors' First Set of Requests for Documents that accompanied Ex. 1 (Mar. 11, 2013).

8. Attached as Exhibit 3, is a true and accurate copy of the Inside Institutional Investors' Notice of Oral Examination that accompanied Ex. 1 (Mar. 11, 2013).

9. Intervenor have made no previous application for the same or similar relief.

Dated this 1st day of April, 2013.


Derek W. Loeser

EXHIBIT 1

March 11, 2013

Via U.S. Mail

Derek W. Loeser

David J. Ko

Keller Rohrback LLP

1201 Third Avenue, Suite 3200

Seattle, Washington 98101

Counsel for Federal Home Loan Banks of Boston, Chicago, and Indianapolis

Re: *In re The Bank of New York Mellon* (Index No. 651786-2011)

Dear Counsel:

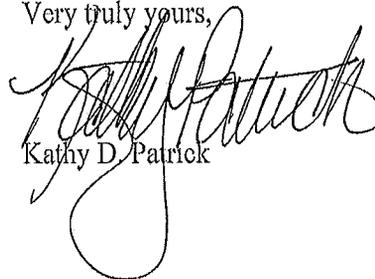
As you know, pursuant to the Amended Scheduling Order issued by Justice Kapnick in the above-entitled proceeding [Docket No. 526], the deadline to object to the Settlement is May 3, 2013. Likewise, under the Amended Scheduling Order, discovery of objectors commences on May 3, 2013. The Institutional Investors intend to seek discovery from any objectors, in the form of depositions and document requests.

To provide objectors an adequate opportunity to comply with and respond to these discovery requests within the time allotted for discovery from objectors, the Institutional Investors are serving these discovery requests on all intervenors, proposed intervenors, and objectors at this time. The response date for the Request for the Production of Documents is May 3, 2013. We also intend to take the oral deposition of a corporate representative of each objecting party, on the date specified in the enclosed notice. The Institutional Investors reserve the right to amend or supplement these requests.

If you do not object to the Settlement by May 3, 2013, you may ignore these discovery requests. For those who still contemplate a possible objection, please confirm by April 1, 2013 that you intend to respond and produce documents on May 3, 2013, and make a witness available for a deposition prior to the May 30 hearing.

Please let me know if you have any questions.

Very truly yours,



Kathy D. Patrick

Enclosures

cc: Matthew D. Ingber

EXHIBIT 2

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 N.V. (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),

Petitioners,

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

Index No. 651786-2011

Kapnick, J.

FIRST SET OF DOCUMENT REQUESTS TO OBJECTORS

TO: Federal Home Loan Banks of Boston, Chicago, and Indianapolis, by and through attorneys of record, Derek W. Loeser and David J. Ko, Keller Rohrback LLP, 1201 Third Avenue, Suite 3200, Seattle, Washington 98101.

PLEASE TAKE NOTICE that, pursuant to Article 31 of the New York Civil Practice Law and Rules, you are required to, by May 3, 2013, produce and permit the Institutional Investors, or their undersigned attorneys, or someone acting on their behalf, to inspect and copy at the offices of Gibbs & Bruns LLP, 1100 Louisiana, Suite 5300, Houston, Texas 77002, the

documents and things described in the attached “Exhibit A” which are in your possession, custody, or control.

Dated: March 11, 2013

WARNER PARTNERS, P.C.

By: /s/ Kenneth E. Warner
Kenneth E. Warner
950 Third Avenue, 32nd Floor
New York, New York 10022
Phone: (212) 593-8000

GIBBS & BRUNS LLP
Kathy D. Patrick (*pro hac vice*)
Robert J. Madden (*pro hac vice*)
Scott A. Humphries (*pro hac vice*)
Kate Kaufmann Shih
1100 Louisiana, Suite 5300
Houston, Texas 77002
Phone: (713) 650-8805

Attorneys for Intervenor-Petitioners, BlackRock Financial Management Inc., Kore Advisors, L.P., Maiden Lane, LLC, Maiden Lane II, LLC, Maiden Lane III, LLC, Metropolitan Life Insurance Company, Trust Company of the West and affiliated companies controlled by The TCW Group, Inc., Neuberger Berman Europe Limited, PIMCO Investment Management Company LLC, Goldman Sachs Asset Management, L.P., as adviser to its funds and accounts, Teachers Insurance and Annuity Association of America, Invesco Advisers, Inc., Thrivent Financial for Lutherans, Landesbank Baden-Wuerttemberg, LBBW Asset Management (Ireland) plc, Dublin, ING Bank N.V., ING Capital LLC, ING Investment Management LLC, New York Life Investment Management LLC, as investment manager, Nationwide Mutual Insurance Company and its affiliated companies, 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, Federal Home Loan Bank of Atlanta, Bayerische

*Landesbank, Prudential Investment Management, Inc., and
Western Asset Management Company*

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “You” and “Your” means each of: Federal Home Loan Bank of Boston, Federal Home Loan Bank of Chicago, and Federal Home Loan Bank of Indianapolis and each entity’s affiliates and subsidiaries.
2. “Article 77 Proceeding” means the above-entitled case pending in the Supreme Court of the State of New York before Justice Kapnick, under Index No. 651786-2011.
3. “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.
4. “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.
5. “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.
6. “Covered Trusts” means the 530 residential mortgage-backed securitization trusts listed on Exhibit A to the Settlement Agreement.
7. “Hearing” means the final hearing on the Settlement, in accordance with the Amended Scheduling Order entered by the Court on February 26, 2013 [Docket No. 526] in the Article 77 Proceeding.
8. “Ineligible Loans” means loans which breach contractual representations and warranties made regarding those loans in Pooling and Servicing Agreements, Indentures, or similar agreements governing RMBS Trusts.
9. “Object” means Your filing of Your Objection.
10. “Objection” means the brief in opposition to the Settlement and notice of Your objection to the Settlement filed by You on or before May 3, 2013, in accordance with the Amended Scheduling Order entered by the Court on February 26, 2013 [Docket No. 526] in the Article 77 Proceeding.
11. “Repurchase and Servicing Claims” means contractual claims associated with breaches of representation and warranties on mortgage loans sold to RMBS Trusts and contractual claims associated with deficient servicing of mortgage loans sold to RMBS Trusts.
12. “RMBS Trusts” means private-label residential mortgage-backed securities trusts.

13. "Settlement" means the Settlement Agreement between BNY Mellon, Bank of America, and Countrywide, executed on June 28, 2011, and all exhibits to the Settlement Agreement.
14. "Settlement Proceeds" means the \$8.5 billion payment to be distributed among the Covered Trusts in accordance with the Settlement.
15. "Document" is defined in the broadest possible sense permissible under applicable laws and/or the CPLR, and shall include, but not be limited to, any type of written, typewritten, printed, recorded, computer generated or graphic materials, however produced or stored, calendars, charges, checks, computer files, e-mails, facsimile transmissions, graphs, journals, letters, memoranda, notes, projections, spreadsheets, summaries or records of telephone or in person communications, voice-mail and all other media of electronic storage and communication. A draft or non-identical copy or copy with marginalia, notes, comments, or annotations of any kind is a separate document within the meaning of this term.
16. Your written responses to these requests should respond separately to each numbered demand for production below by: (1) providing a statement that you have complied (inclusive of Bates ranges) or will comply with the particular demand; or (2) providing a statement that you lack the ability to comply with the particular demand; or (3) providing any objection to the particular demand.
17. If you object to a request for production contained herein, state the basis for your objection with particularity. If you object to part of a request for production contained herein, specify the part to which you object and the basis for your objection with particularity, and answer the unobjectionable part of the request.
18. In producing any Documents requested herein, please furnish all Documents in your possession, custody, or control. "Possession, custody, or control" refers to all Documents, data compilations, tangible things, and other information obtainable by your order or direction, including those you have access to through others from whom you are entitled to receive the information, such as accountants, attorneys, consultants, investigators and any of your other agents, representatives, servants, or employees, or others engaged in any joint enterprise or partnership with you.
19. Every Document produced in response to the requests herein shall be produced in its entirety, without abbreviation, and shall include all attachments and matters affixed thereto, along with any and all drafts of the Document.
20. If you consider any Document falling within any of these requests to be privileged from discovery, you are directed to file and serve at the time you answer these requests for production a privilege log of all Documents withheld from production, identifying each Document as follows: (a) the type of Document; (b) its date; (c) addressor's or author's name, title and address; (d) addressee's name, title and address; (e) the name and address of each other Person to whom a copy of the Document was sent or shown; (f) a

description of the Document, including its general nature or character; (g) the number of pages, the number of attachments or appendices, if any; (h) the present custodian of the document; and (i) the basis on which the Document is considered to be privileged from discovery. Where a requested Document contains allegedly privileged information, you are requested to produce those portions of the Document for which no privilege is claimed and to specifically identify on each such Document where material has been deleted or redacted.

21. If any document responsive to any of these requests was, but is no longer, in your possession or subject to your custody or control, state whether it is (a) missing or lost, (b) has been destroyed, (c) has been transferred, voluntarily or involuntarily to others, or (d) has been otherwise disposed of, and in each instance explain the circumstances surrounding such disposition thereof and state the date or approximate date thereof.
22. These requests for production are deemed continuing. If any information or documents sought by the requests are not learned about, or do not become available until after the requests are answered, or if the answers for any reason should later become incomplete or incorrect, there shall be a continuing duty on your part to supplement or change answers previously submitted pursuant to CPLR 3101(h).
23. 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.
24. 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).
25. 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.
26. 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.
27. 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
- l. Beg Bates
- m. End Bates

- 28. All spreadsheets, including, without limitation, documents produced using Microsoft Excel, shall be produced in native format.
- 29. 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 containing information and analyses that were considered by You in deciding to Object to the Settlement.
- 2. All Documents reflecting internal communications and communications with Bank of America, BNY Mellon, or any third party regarding Your decision to Object to the Settlement.
- 3. All Documents reflecting communications between June 1, 2010 and June 28, 2011 between You, on the one hand, and Bank of America, BNY Mellon, or any holder or holders of securities in the Covered Trusts on the other hand, regarding the Covered Trusts.
- 4. All Documents reflecting Your awareness of the press releases and other publicly available information relating to the negotiations which ultimately led to the Settlement.
- 5. All Documents reflecting Your communications between November 18, 2010 and June 28, 2011 concerning the negotiations which ultimately led to the Settlement.

6. All Documents reflecting communications between June 28, 2011 and the present between You, on the one hand, and any intervenor, proposed intervenor, or objector in the Article 77 Proceeding, on the other.
7. All Documents, information, witnesses, testimony, and analyses that You intend to present at the Hearing in support of your Objection to the Settlement.
8. All Documents reflecting Your analysis, assessment, or valuation, if any, of the claims proposed to be released by Paragraph 9 of the Settlement Agreement, including the Repurchase and Servicing Claims.
9. All Documents reflecting Your analysis or assessment, if any, of the number of Ineligible Loans in the Covered Trusts, and Your analysis or assessment, if any, of the realized and projected losses associated with such Ineligible Loans.
10. All Documents reflecting Your analysis or assessment, if any, of the total realized and projected losses incurred, or expected to be incurred, by the Covered Trusts.
11. All Documents reflecting Your analysis or assessment, if any, of potential legal defenses to the Covered Trusts' Repurchase and Servicing Claims against Countrywide or Bank of America, including, without limitation, defenses to claims of successor liability against Bank of America and causation defenses.
12. All Documents reflecting Your analysis or assessment, if any, of Countrywide's financial ability to satisfy a judgment against Countrywide in favor of the Covered Trusts.
13. All Documents reflecting Your analysis or assessment, if any, of the daily, weekly, or monthly cost to the Covered Trusts of delay in the distribution of Settlement Proceeds to the Covered Trusts.
14. All Documents reflecting Your efforts, if any, to resolve Your securities and fraud-related lawsuits and claims against Countrywide or Bank of America, if any, in exchange for Your withdrawal from the Article 77 Proceeding or non-objection to the Settlement.
15. All Documents reflecting Your efforts, if any, to prosecute any of the Covered Trusts' Repurchase or Servicing Claims against Countrywide or Bank of America, including any instructions, directions, or other correspondence You have provided to BNY Mellon in connection with such efforts, whether undertaken derivatively or in coordination with BNY Mellon. This topic excludes any actions occurring within the Article 77 Proceeding.
16. All Documents reflecting Your efforts, if any, to declare an Event of Default relating to any Covered Trust at any time.
17. All Documents reflecting Your efforts, if any, to prosecute the Repurchase or Servicing Claims held by trustees of RMBS Trusts not included among the Covered Trusts,

including any instructions, directions, or other correspondence You have provided to RMBS trustees in connection with such efforts, whether undertaken derivatively or in coordination with the trustees. This topic is not limited to Countrywide-issued RMBS Trusts.

18. Documents sufficient to determine Your holdings of, or control over, securities issued by any of the Covered Trusts, as of June 27, 2011 and the date of Your Objection, including, without limitation, documents, if any, reflecting investment management or advisory agreements governing voting authority with respect to such holdings.

EXHIBIT 3

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 N.V. (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),

Petitioners,

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

Index No. 651786-2011

Kapnick, J.

NOTICE OF DEPOSITION UPON ORAL EXAMINATION

TO: Federal Home Loan Banks of Boston, Chicago, and Indianapolis, by and through attorneys of record, Derek W. Loeser and David J. Ko, Keller Rohrback LLP, 1201 Third Avenue, Suite 3200, Seattle, Washington 98101.

PLEASE TAKE NOTICE that, pursuant to Article 31 of the New York Civil Practice Law and Rules, you are directed to designate a witness or witnesses to appear and testify on your behalf with respect to the matters on which examination is requested listed in the attached “Exhibit A.” The deposition will take place on May 3, 2013 commencing at 9:00 a.m., at the

offices of Mayer Brown LLP, 1675 Broadway, New York, New York 10019. The deposition will be taken before a videographer and court reporter authorized to administer oaths and will continue from day-to-day until completed.

Dated: March 11, 2013

WARNER PARTNERS, P.C.

By: /s/ Kenneth E. Warner
Kenneth E. Warner
950 Third Avenue, 32nd Floor
New York, New York 10022
Phone: (212) 593-8000

GIBBS & BRUNS LLP
Kathy D. Patrick (*pro hac vice*)
Robert J. Madden (*pro hac vice*)
Scott A. Humphries (*pro hac vice*)
Kate Kaufmann Shih
1100 Louisiana, Suite 5300
Houston, Texas 77002
Phone: (713) 650-8805

Attorneys for Intervenor-Petitioners, BlackRock Financial Management Inc., Kore Advisors, L.P., Maiden Lane, LLC, Maiden Lane II, LLC, Maiden Lane III, LLC, Metropolitan Life Insurance Company, Trust Company of the West and affiliated companies controlled by The TCW Group, Inc., Neuberger Berman Europe Limited, PIMCO Investment Management Company LLC, Goldman Sachs Asset Management, L.P., as adviser to its funds and accounts, Teachers Insurance and Annuity Association of America, Invesco Advisers, Inc., Thrivent Financial for Lutherans, Landesbank Baden-Wuerttemberg, LBBW Asset Management (Ireland) plc, Dublin, ING Bank N.V., ING Capital LLC, ING Investment Management LLC, New York Life Investment Management LLC, as investment manager, Nationwide Mutual Insurance Company and its affiliated companies, 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, Federal Home Loan Bank of Atlanta, Bayerische Landesbank, Prudential Investment Management, Inc., and Western Asset Management Company

EXHIBIT “A” to Deposition Notice

DEFINITIONS

1. “You” and “Your” means each of: Federal Home Loan Bank of Boston, Federal Home Loan Bank of Chicago, and Federal Home Loan Bank of Indianapolis and each entity’s affiliates and subsidiaries.
2. “Article 77 Proceeding” means the above-entitled case pending in the Supreme Court of the State of New York before Justice Kapnick, under Index No. 651786-2011.
3. “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.
4. “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.
5. “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.
6. “Covered Trusts” means the 530 residential mortgage-backed securitization trusts listed on Exhibit A to the Settlement Agreement.
7. “Hearing” means the final hearing on the Settlement, in accordance with the Amended Scheduling Order entered by the Court on February 26, 2013 [Docket No. 526] in the Article 77 Proceeding.
8. “Ineligible Loans” means loans which breach contractual representations and warranties made regarding those loans in Pooling and Servicing Agreements, Indentures, or similar agreements governing RMBS Trusts.
9. “Object” means Your filing of Your Objection.
10. “Objection” means the brief in opposition to the Settlement and notice of Your objection to the Settlement filed by You on or before May 3, 2013, in accordance with the Amended Scheduling Order entered by the Court on February 26, 2013 [Docket No. 526] in the Article 77 Proceeding.
11. “Repurchase and Servicing Claims” means contractual claims associated with breaches of representation and warranties on mortgage loans sold to RMBS Trusts and contractual claims associated with deficient servicing of mortgage loans sold to RMBS Trusts.
12. “RMBS Trusts” means private-label residential mortgage-backed securities trusts.

13. “Settlement” means the Settlement Agreement between BNY Mellon, Bank of America, and Countrywide, executed on June 28, 2011, and all exhibits to the Settlement Agreement.
14. “Settlement Proceeds” means the \$8.5 billion payment to be distributed among the Covered Trusts in accordance with the Settlement.

MATTERS ON WHICH EXAMINATION IS REQUESTED

Pursuant to Article 31 of the New York Civil Practice Law and Rules, you are directed to designate a witness or witnesses competent to testify on your behalf as to the following matters:

1. The basis of Your Objection to the Settlement.
2. The process by which You decided to Object to the Settlement, including:
 - a. the identity of the individuals who participated in or approved Your decision to Object to the Settlement, and the date of that decision or approval;
 - b. all information and analyses that were considered by the individuals who participated in or approved Your decision to Object to the Settlement; and
 - c. all internal communications and communications with Bank of America, BNY Mellon, or any third party regarding Your decision to Object to the Settlement.
3. Communications between June 1, 2010 and June 28, 2011 between You, on the one hand, and Bank of America, BNY Mellon, or any holder or holders of securities in the Covered Trusts on the other hand, regarding the Covered Trusts.
4. Your awareness of the press releases and other publicly available information relating to the negotiations which ultimately led to the Settlement.
5. Communications between November 18, 2010 and June 28, 2011 concerning the negotiations which ultimately led to the Settlement.
6. Communications between June 28, 2011 and the present between You, on the one hand, and any intervenor, proposed intervenor, or objector in the Article 77 Proceeding, on the other.
7. Your analysis, assessment, or valuation, if any, of the claims proposed to be released by Paragraph 9 of the Settlement Agreement, including the Repurchase and Servicing Claims.

8. Your analysis or assessment, if any, of the number of Ineligible Loans in the Covered Trusts, and Your analysis or assessment, if any, of the realized and projected losses associated with such Ineligible Loans.
9. Your analysis or assessment, if any, of the total realized and projected losses incurred, or expected to be incurred, by the Covered Trusts.
10. Your analysis or assessment, if any, of potential legal defenses to the Covered Trusts' Repurchase and Servicing Claims against Countrywide or Bank of America, including, without limitation, defenses to claims of successor liability against Bank of America and causation defenses.
11. Your analysis or assessment, if any, of Countrywide's financial ability to satisfy a judgment against Countrywide in favor of the Covered Trusts.
12. Your analysis or assessment, if any, of the daily, weekly, or monthly cost to the Covered Trusts of delay in the distribution of Settlement Proceeds to the Covered Trusts.
13. Your efforts, if any, to resolve Your securities and fraud-related lawsuits and claims against Countrywide or Bank of America, if any, in exchange for Your withdrawal from the Article 77 Proceeding or non-objection to the Settlement.
14. Your efforts, if any, to prosecute any of the Covered Trusts' Repurchase or Servicing Claims against Countrywide or Bank of America, including any instructions, directions, or other correspondence You have provided to BNY Mellon in connection with such efforts, whether undertaken derivatively or in coordination with BNY Mellon. This topic excludes any actions occurring within the Article 77 Proceeding.
15. Your efforts, if any, to declare an Event of Default relating to any Covered Trust at any time.
16. Your efforts, if any, to prosecute the Repurchase or Servicing Claims held by trustees of RMBS Trusts not included among the Covered Trusts, including any instructions, directions, or other correspondence You have provided to RMBS trustees in connection with such efforts, whether undertaken derivatively or in coordination with the trustees. This topic is not limited to Countrywide-issued RMBS Trusts.
17. Your holdings of, or control over, securities issued by any of the Covered Trusts, as of June 27, 2011 and the date of Your Objection, including, without limitation, documents, if any, reflecting investment management or advisory agreements governing voting authority with respect to such holdings.