

ATTACHMENT A**I. DEFINITIONS**

1. “Allocable Share” means the same as allocable share as defined in Section 3(c)(ii) of the Settlement Agreement (defined herein).

2. “Bank of America” means Bank of America Corporation and any of its parents, subsidiaries, divisions, subdivisions, affiliates, predecessors, successors, assigns, officers, directors, boards of directors or committees thereof, present or former employees, representatives or agents (including, without limitation, their attorneys, accountants and advisors), and all other persons occupying similar positions or performing similar functions or acting, purporting to act or authorized to act on its behalf. This definition includes BAC Home Loans Servicing LP.

3. “Countrywide” means Countrywide Financial Corporation and any of its parents, subsidiaries, divisions, subdivisions, affiliates, predecessors, successors, assigns, officers, directors, boards of directors or committees thereof, present or former employees, representatives or agents (including, without limitation, their attorneys, accountants and advisors), and all other persons occupying similar positions or performing similar functions or acting, purporting to act or authorized to act on its behalf. This definition includes Countrywide Home Loans, Inc.

4. “BNY Mellon” means The Bank of New York Mellon and any of its parents, subsidiaries, divisions, subdivisions, affiliates, predecessors, successors, assigns, officers, directors, boards of directors or committees thereof, present or former employees, representatives or agents (including, without limitation, their attorneys, accountants and advisors), and all other persons occupying similar positions or performing similar functions or acting, purporting to act or authorized to act on its behalf.

5. “Communication” and “communications” mean a transmission or receipt of information of any kind through any means, or any document embodying the transmission or receipt of information.

6. “Correspondence” means any letter, memorandum, note , text message, instant message, e-mail or other writing or document transmitted by any means between or among persons or entities.

7. “Covered Trusts” means the same as “covered trust” as defined in the first Whereas of the Settlement Agreement.

8. “Document” means any writing, report, memorandum, file communication, transmission of Electronically Stored Information (defined herein) through Electronic Media, correspondence, study, minutes, bulletin, instruction, literature, notes, notebook, diary, data sheet, work sheet, recording, drawing, graph, index, chart, telephone record, photograph or other graphic matter, including any drafts of the foregoing items and any copy or reproduction of any of the foregoing items upon which any notation, work, figure, or form is recorded or has been made which does not appear on the original or as to whose existence, either past or present, the responding party has any knowledge or information. These terms are intended to have the broadest possible meaning.

9. “Electronic Media” means any magnetic, optical or other storage media device used to record ESI. Electronic Media devices may include computer memories, hard disks, floppy disks, hard drives, memory sticks, CDs, CD-ROMs, DVDs, personal digital assistance devices (*e.g.*, Palm, Blackberry, iPhone or other “smart phones”), magnetic tapes of all types or any other means for digital data storage and/or transmittal.

10. “ESI” means any original and any non-identical copies resulting from the use of any software program (*e.g.*, word processing documents, spreadsheets, worksheets, database files, charts,

graphs and outlines), electronic mail (“e-mail”), PDF files or ASCII files, regardless of the Electronic Media on which they reside and regardless of whether the ESI consists of an active file, backup file, deleted file or file fragment. ESI also includes, without limitation, any items stored on Electronic Media in files, folder tabs, or containers and labels appended to or associated with any physical storage device associated with each original and each copy.

11. “Including” means including, but not limited to.

12. “Indemnity Side Letter” means the letter attached as Exhibit C to the Settlement Agreement (defined herein).

13. “Institutional Investors” means the entities listed under Roman numeral (ii) in the first paragraph of the Institutional Investor Agreement (defined herein).

14. “Institutional Investors Agreement” means the Institutional Investor Agreement between (i) BNY Mellon; (ii) the Institutional Investors; (iii) Bank of America; and (iv) Countrywide, executed on June 28, 2011.

15. “Master Servicer” means the same as “master servicer,” as defined in the third Whereas in the Settlement Agreement (defined herein).

16. “Related to” or “relating to” means containing any information about, constituting, concerning, evidencing, mentioning, discussing, summarizing, describing, referring to, arising out of, created in connection with, or involving the subject specified.

17. “Settlement Agreement” means the Settlement Agreement between BNY Mellon, Bank of America, and Countrywide executed on June 28, 2011.

18. “Settling Parties” means any party to the Settlement Agreement.

19. “Trustee” means BNY Mellon.

II. RULES OF CONSTRUCTION

1. The following rules of construction shall apply to all definitions, instructions and discovery requests herein:

(a) The words “all” and “any” mean “any and all”;

(b) The term “including” means “including, but not limited to”;

(c) The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the definition, instruction or request all information that might otherwise be construed to be outside of its scope;

(d) The use of the singular form of any word includes the plural and vice versa;
and

(e) The use of any tense of any verb shall also include within its meaning all other tenses of that verb.

III. INSTRUCTIONS

1. 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 or local government or administrative requests, investigations or subpoenas, those documents should be produced in the same manner as they were previously produced by you, provided that the manner in which these documents were produced corresponds with the manner requested herein.

2. 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).

3. 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.

4. Documents attached to each other in their original form should not be separated when produced. Any attachments to e-mail messages should be produced with, and linked to, the attaching e-mail.

5. The scope of your search for documents, ESI or Electronic Media that is responsive to any request shall include all forms of electronic data collection, preservation, transmission, communication and storage, including, but not limited to:

(a) All ESI generated and maintained in the ordinary course of business, including ESI stored on mainframe computers or local stand-alone and networked computers, servers or others;

(b) Distributed data or removable data, *i.e.*, information which resides on portable media and non-local devices, including home computers, laptop computers, magnetic or floppy discs, CDs, DVDs, zip drives, Internet repositories of all types, including web-sites, e-mail hosted by Internet service providers (“ISP”), handheld storage devices such as PDAs, cellular telephones, and flash memory drives;

(c) Forensic copy or backup data, including archive and backup data tapes and discs;

(d) Network data, including voice mail systems, e-mail servers, ISP servers, instant messaging servers, network servers, and fax servers;

(e) Legacy data, *i.e.*, retained data that has been created or stored by the use of software or hardware that has been rendered outmoded or obsolete;

(f) Metadata, *i.e.*, information regarding a particular data set which describes how, when and by whom it was collected, created, accessed, printed and/or modified and how it is formatted or used; and

(g) Residual or deleted data, *i.e.*, data that is not active on a computer system, including data found on media free space, data found on media slack space and data within files that have been functionally deleted.

6. If you have reason to believe there are responsive e-mails created during this period that have not been retained, state the name and address of the e-mail services or ISP (*e.g.*, intra-company, Bloomberg, Gmail, Yahoo! or AOL) used by Defendants or any employee of Medtronic during the period and what efforts you have made to retrieve the requested information.

7. If any of the Individual Defendants created, made entries in, employed or maintained at home or while traveling any notebooks, diaries, schedules, phone logs and e-mails, in print or in electronic format (such as on laptop computers, PDAs, flash memory drives or other similar devices), concerning or referencing any of the above-described documents or ESI, these are to be produced.

8. ESI produced pursuant to these requests shall be produced in tagged image file format or "TIFF" images, without alteration or modification. Where such ESI consists of e-mails, spreadsheets, audio or video files or Microsoft PowerPoint presentations, or any other file type that cannot be produced as usable TIFF images, such ESI shall also be produced in their "native" or

original electronic format, without alteration or modification. Where such electronic data has been encrypted or otherwise protected from third party access, you should, to the fullest extent possible, de-encrypt or unlock such files or data to allow access by third parties. In addition to producing the above-referenced ESI in native format, to the extent that you have any specialized software that will allow any ESI to be translated into usable form, such translated data should be produced as well.

9. ESI produced pursuant to this request shall be produced in searchable format with a standard load file (to be mutually agreed upon) and an accompanying index that states the following Metadata:

- (a) DocID – the electronically stored identification number assigned to the document;
- (b) PgCount – the number of pages of the document;
- (c) Beg doc# – document’s first Bates number;
- (d) End doc# – document’s last Bates number;
- (e) Secondary begin doc# – first Bates number of unit (first page of any attachments to documents or attachments to attachments);
- (f) Secondary end doc# – ending Bates number of unit (last page of last attachment to documents);
- (g) Owner or Custodian – name of person whose files the document comes from;
- (h) DocDate – date of file;
- (i) Timesent – the time the file was sent;
- (j) Filesize – number of bytes in the file;
- (k) File name – name of the file;
- (l) Document Type – document type;

- (m) Doc Title – re: line of document;
- (n) Author – the author of the document;
- (o) From – the person who sent and/or authored the document;
- (p) Recipient – the person(s) who were sent and/or received the document;
- (q) To – the person(s) who were sent and/or received the document;
- (r) cc – copies;
- (s) bcc – blind copies;
- (t) Text;
- (u) Creation date;
- (v) Modification Date; and
- (w) Path/File name.

10. E-mail (together with any attachments) shall be produced with the following fields combined in an index of Metadata:

- (a) Owner or Custodian – name of person whose e-mail file or other e-files are being provided;
- (b) File Name – name of file;
- (c) File Date – date of file;
- (d) File Size – size of file;
- (e) Extracted-Text; and
- (f) Parent/Child relationship (*i.e.*, identifying electronic documents attached to e-mail by corresponding Bates number).

11. Paper-based documents produced pursuant to these requests should be scanned and produced as single-page TIFF images, with corresponding optical character recognition or “OCR” in

matching fields [single image = single page of text], and all corresponding ancillary data, to the extent such information exists. When producing scanned images, the custodian whose paper documents are scanned should be identified, as well as the file drawer, box or file-folder information, as available, from where the documents were stored and/or found. In the event that the party assembling such documents creates an index of objective, bibliographical information from those documents, that index, list or information otherwise assembled, is to be produced together with the scanned images. Also, attachment ranges should be identified either by appropriately numbered ranges or by some cross-reference list (to be mutually agreed upon).

12. 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.

13. When an objection is made to any request, the objection shall state with specificity all corresponding grounds. Any ground not stated in an objection within the time provided by the Federal Rules of Civil Procedure and the Local Rules for the United States District Court for the District of New York, or any extensions thereof, shall be deemed to have been waived.

14. 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, confidentiality or trade secret, you shall provide a privilege log setting forth separately with respect to each such document: (a) the nature of the privilege or ground of confidentiality claimed; (b) the type of document; (c) the authors of the document; (d) the addressees of the document; (e) all persons who received copies of the document; (f) the date of the document; (g) the general subject matter of the document; and (h) the Bates and/or control number(s) assigned to the document.

15. 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.

16. If a document responsive to these requests was at any time in your possession, custody or control, but is no longer available for production, state as to each such document the following information:

- (a) Whether the document is missing or lost;
- (b) Whether the document has been destroyed;
- (c) Whether the document has been transferred or delivered to another person or entity and, if so, to whom and at whose request;
- (d) Whether the document has been otherwise disposed of; and
- (e) A precise statement of the circumstances surrounding the disposition of the document and the date of its disposition.

17. 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.

IV. DOCUMENT REQUESTS

REQUEST NO. 1:

The Plan of Allocation (“POA”) and any documents utilized to create or support the POA.

REQUEST NO. 2:

All documents reviewed or relied upon by the Trustee in deciding to bring an Article 77 proceeding.

REQUEST NO. 3:

All documents concerning the negotiation and drafting of the Settlement Agreement, the Indemnity Side Letter and the Institutional Investor Agreement.

REQUEST NO. 4:

All documents concerning the Settlement Amount Opinion, including all drafts thereof and all documents reviewed or relied upon in preparing the Settlement Amount Opinion.

REQUEST NO. 5:

All documents that “the Trustee received and evaluated . . . related to potential liabilities and defenses, and alleged damages,” described in the fifth “Whereas” clause of the Settlement Agreement.

REQUEST NO. 6:

The loan level exception reports for the Covered Trusts provided by the Trustee to the Master Servicer on April 14, 2011, April 27, 2011 and April 28, 2011, described in Section 6(a)(iv) of the Settlement Agreement.

REQUEST NO. 7:

All documents concerning any audit or review of the loans in any Covered Trust.

REQUEST NO. 8:

All documents concerning or reflecting the “forensic underwriting review performed by an independent third party” described on page 1 of the Settlement Amount Opinion.

REQUEST NO. 9:

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.

REQUEST NO. 10:

All “Confidential Information” described in Section 17 of the Settlement Agreement.

REQUEST NO. 11:

All documents concerning the Bank of America April 11, 2011 “Presentation to Gibbs & Bruns” described on page 4 of the Settlement Amount Opinion.

REQUEST NO. 12:

All documents concerning the methodology developed by the Institutional Investors described in the June 29, 2011 Gibbs & Bruns LLP press release.

REQUEST NO. 13:

All documents related to the decision to exclude the following trusts: CWHL 2004-1; CWHL 2004-J1; CWHL 2005-19; CWALT 2004-1TI; CWL 2004-BC1; CWALT 2004-J1; CWHL 2005-4; CWL 2006-S2; CWL 2006-S1; CWL 2006-S6; CWL 2006-S5; CWL 2006-S8; CWL 2006-S10; CWL 2006-S9; CWL 2007-S1; CWL 2007-S2; CWL 2007-S3; CWL 2006-S4; and CWL 2006-S7.

REQUEST NO. 14:

All documents concerning or identifying the trusts potentially excluded under Section 3(d)(iv) of the Settlement Agreement, including all documents sufficient to identify the third party guarantor or the holder of the financial guaranty and the status of any negotiations with the same.

REQUEST NO. 15:

All documents concerning any request by any person or entity to participate in the negotiations related to the Settlement Agreement, including all documents reflecting the position of the Settling Parties and the Institutional Investors.

REQUEST NO. 16:

All documents related to any preliminary determination of the Allocable Share of each trust as described in Section 3(c)(ii) of the Settlement Agreement.

REQUEST NO. 17:

All documents that the Settling Parties will provide the expert to calculate the Allocable Share of each trust as described in Section 3(c)(ii) of the Settlement Agreement.