

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), 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 BadenWuerttemberg (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),

Petitioners,

-against-

WALNUT PLACE LLC, WALNUT PLACE II LLC,  
WALNUT PLACE III LLC, WALNUT PLACE IV  
LLC, WALNUT PLACE V LLC, WALNUT PLACE  
VI LLC, WALNUT PLACE VII LLC, WALNUT  
PLACE VIII LLC, WALNUT PLACE IX LLC,  
WALNUT PLACE X LLC, WALNUT PLACE XI

Index No. 651786/2011

Assigned to: Kapnick, J.

**ORDER TO  
SHOW CAUSE**

LLC, POLICEMEN'S ANNUITY & BENEFIT FUND OF CHICAGO, THE WESTMORELAND COUNTY EMPLOYEE RETIREMENT SYSTEM, CITY OF GRAND RAPIDS GENERAL RETIREMENT SYSTEM, CITY OF GRAND RAPIDS POLICE AND FIRE RETIREMENT SYSTEM, TM1 INVESTORS, LLC, FEDERAL HOME LOAN BANK OF BOSTON, FEDERAL HOME LOAN BANK OF CHICAGO, FEDERAL HOME LOAN BANK OF INDIANAPOLIS, FEDERAL HOME LOAN BANK OF PITTSBURGH, FEDERAL HOME LOAN BANK OF SAN FRANCISCO, FEDERAL HOME LOAN BANK OF SEATTLE, V RE-REMIC, LLC, THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY, WESTERN-SOUTHERN LIFE ASSURANCE COMPANY, COLUMBUS LIFE INSURANCE COMPANY, INTEGRITY LIFE INSURANCE COMPANY, NATIONAL INTEGRITY LIFE INSURANCE COMPANY, FORT WASHINGTON INVESTMENT ADVISORS, INC. on behalf of FORT WASHINGTON ACTIVE FIXED INCOME LLC, CRANBERRY PARK LLC, and CRANBERRY PARK II LLC

Proposed Intervenor-Respondents,

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

Upon the accompanying Affirmation of Owen L. Cyrulnik, dated August 4, 2011, the accompanying Memoranda of Law in Support of Respondents' Order to Show Cause for an Amendment to the Preliminary Order, and all previous papers and proceedings in this proceeding,

SUFFICIENT CAUSE THEREFOR BEING ALLEGED, IT IS HEREBY

ORDERED, that petitioner The Bank of New York Mellon and the 22 intervenor-petitioners show cause before this Court at IAS Part 39, to be held at the Courthouse located at 60 Centre Street, New York, New York, 10007, on the \_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_ o'clock, or as soon thereafter as counsel may be heard, why the following provisions should not be added to the Preliminary Order that this Court entered in this proceeding on June 29, 2011.

(1) The Bank of New York Mellon and each of the 22 intervenor-petitioners shall have 45

- days to produce to an electronic document repository to be agreed upon by the parties all documents that are responsive to the notice to produce attached as Exhibit A.
- (2) Bank of America Corporation, BAC Home Loans Servicing, LLP, Countrywide Financial Corporation, and Countrywide Home Loans, Inc., shall have 45 days to produce to that electronic document repository all documents that are responsive to the subpoena attached as Exhibit B.
  - (3) RRMS Advisors and Mr. Brian Lin shall have 45 days to produce to that electronic document repository all documents that are responsive to the third-party subpoena attached as Exhibit C.
  - (4) The deadline for investors in the 530 Trusts to file objections to the proposed settlement shall be extended until the later of December 30, 2011, or 75 days after the parties and third parties have substantially completed production of the documents that are called for in paragraphs (1), (2), and (3) above.
  - (5) The hearing in this proceeding shall be adjourned until at least 30 days after the deadline for objections.
  - (6) Certificateholders that own 20 percent or more of the voting rights evidenced by the certificates in any of the 530 Trusts that are part of the proposed settlement may cause that Trust to be excluded from the proposed settlement by filing a notice of exclusion with the Court and serving that notice on all parties.

SUFFICIENT REASON APPEARING THEREFOR, let service of a copy of this Order, together with the papers upon which it was granted, upon counsel for The Bank of New York Mellon, Matthew D. Ingber, or his designees, and counsel for the 22 intervenor-petitioners, Kathy D. Patrick, or her designees, personally or by email, on or before the \_\_\_ day of August, 2011, be deemed good and sufficient service. Any answering papers shall be served personally or by email, at or before \_\_\_ o'clock on \_\_\_\_\_, 2011, and reply papers shall be served personally or by email at or before \_\_\_ o'clock on \_\_\_\_\_, 2011.

Dated: New York, New York

August \_\_, 2011

ENTER,

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J.S.C.

# Exhibit A

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), 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 BadenWuerttemberg (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),

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-against-

WALNUT PLACE LLC, WALNUT PLACE II LLC,  
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LLC, WALNUT PLACE V LLC, WALNUT PLACE  
VI LLC, WALNUT PLACE VII LLC, WALNUT  
PLACE VIII LLC, WALNUT PLACE IX LLC,  
WALNUT PLACE X LLC, WALNUT PLACE XI

Index No. 651786/2011

Assigned to: Kapnick, J.

**NOTICE TO PRODUCE**

LLC, POLICEMEN'S ANNUITY & BENEFIT FUND OF CHICAGO, THE WESTMORELAND COUNTY EMPLOYEE RETIREMENT SYSTEM, CITY OF GRAND RAPIDS GENERAL RETIREMENT SYSTEM, CITY OF GRAND RAPIDS POLICE AND FIRE RETIREMENT SYSTEM, TM1 INVESTORS, LLC, FEDERAL HOME LOAN BANK OF BOSTON, FEDERAL HOME LOAN BANK OF CHICAGO, FEDERAL HOME LOAN BANK OF INDIANAPOLIS, FEDERAL HOME LOAN BANK OF PITTSBURGH, FEDERAL HOME LOAN BANK OF SAN FRANCISCO, FEDERAL HOME LOAN BANK OF SEATTLE, V RE-REMIC, LLC, THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY, WESTERN-SOUTHERN LIFE ASSURANCE COMPANY, COLUMBUS LIFE INSURANCE COMPANY, INTEGRITY LIFE INSURANCE COMPANY, NATIONAL INTEGRITY LIFE INSURANCE COMPANY, FORT WASHINGTON INVESTMENT ADVISORS, INC. on behalf of FORT WASHINGTON ACTIVE FIXED INCOME LLC, CRANBERRY PARK LLC, and CRANBERRY PARK II LLC

Proposed Intervenor-Respondents,

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

TO: [Name of party]

PLEASE TAKE NOTICE THAT [Proposed] Intervenor-Respondents request that you produce to an electronic repository to be agreed upon by the parties, not later than 45 days from the date of this notice, the documents described in Schedule A.

Dated: New York, New York  
August \_\_, 2011

GRAIS & ELLSWORTH LLP

By: \_\_\_\_\_

David J. Grais  
Owen L. Cyrulnik  
Leanne M. Wilson

40 East 52nd Street  
New York, New York 10022  
(212) 755-0100  
(212) 755-0052 (fax)

Attorneys for Proposed Intervenor-  
Respondents



**Schedule A to Notice to Produce to  
[Name of recipient]**

**DEFINITIONS AND INSTRUCTIONS**

As used in this Notice to Produce, the following terms have the following meanings, whether or not those terms are capitalized.

A. “Document” is used in its broadest sense and means writings, books, records, memoranda, papers, films, recordings, accounts, drawings, graphs, charts, photographs, electronically stored information, metadata, computer records, emails, calendars, and other data compilations from which information can be obtained, translated, and/or transcribed, if necessary, through detection devices into reasonably usable form. Non-identical copies of any such materials are separate documents. Documents are non-identical if one contains any comment, notation, or marking that the other does not. A draft or preliminary form of a document is also a non-identical document.

B. “Including” means including but not limited to.

C. “Possession, custody, or control” means in your physical possession or as to which you have the right or practical ability to secure or compel the production of the document (or a copy) from another person, affiliate, corporation, partnership, or other entity that has physical possession thereof, including any subsidiary entity and any director, officer, employee, inside or outside counsel, or agent of you or of any subsidiary entity of you.

D. “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.

E. “You” and “your” mean each entity to which this Notice to Produce is addressed and any parents, subsidiaries, affiliates, officers, employees, and agents of any of them.

F. “Settlement Agreement” means the Settlement Agreement between The Bank of New York Mellon, Bank of America Corporation, BAC Home Loans Servicing, LP, and Countrywide Financial Corporation executed on June 28, 2011.

G. “Indemnity Side Letter” means the letter from BAC Home Loans Servicing, LP to The Bank of New York Mellon dated June 28, 2011.

H. “Institutional Investor Agreement” means the Institutional Investor Agreement between (i) The Bank of New York Mellon, (ii) certain institutional investors that have intervened in this proceeding, and (iii) Bank of America Corporation, BAC Home Loans Servicing LP, Countrywide Financial Corporation, and Countrywide Home Loans, Inc. fully executed on June 28, 2011.

I. “Patrick Letter” means the letter from Kathy D. Patrick, Esq., of Gibbs & Bruns LLP to Mr. Robert Bailey of The Bank of New York Mellon dated June 23, 2011.

J. “Party” means any party to any of the Settlement Agreement, Indemnity Side Letter, or Institutional Investor Agreement and any director, officer, employee, or agent of any such party.

K. “Settlement Amount Opinion” means the “Opinion Concerning Contemplated Settlement Amount for 530 Trusts” dated June 7, 2011, from RRMS Advisors to The Bank of New York Mellon.

L. “Bank of America” means Bank of America Corporation, all of its past or present direct and indirect subsidiaries, including those listed on Exhibit 21 to its Annual Report on Form 10-K for the period ending December 31, 2010, and all directors, officers, employees, or agents of any of them.

M. “BNY Mellon” means The Bank of New York Mellon Corporation, all of its past or present direct and indirect subsidiaries, including those listed on Exhibit 21.1 to its Annual Report on Form 10-K for the period ending December 31, 2010, and all directors, officers, employees, or agents of any of them.

N. An “Institutional Investor” means each entity listed under roman number (ii) in the first paragraph of the Institutional Investor Agreement; all past or present parents, subsidiaries, or affiliates of that Institutional Investor; and all directors, officers, employees, or agents of that Institutional Investor or of any of its past or present parents, subsidiaries, or affiliates.

O. “Merger” means the merger between Countrywide Financial Corporation and Red Oak Merger Corporation on or about July 1, 2008, and any related acquisition, disposition, merger, assumption, assignment, or other transaction.

P. “Old CFC” means Countrywide Financial Corporation before the Merger, including all of its then-present direct and indirect subsidiaries listed on Exhibit 21 to its Annual Report on Form 10-K for the period ending December 31, 2007.

Q. “New CFC” means Countrywide Financial Corporation after the Merger, including all of its past and present direct and indirect subsidiaries.

R. “First Asset Purchases” means the purchases by Bank of America of certain assets of New CFC that were disclosed in a Report on Form 8-K filed with the SEC by Countrywide Financial Corporation on July 8, 2008.

S. “Second Asset Purchases” means the purchases by Bank of America of certain assets of New CFC that were disclosed in Reports on Form 8-K filed with the SEC by Bank of America Corporation on October 6 and November 7, 2008.

T. “Other Asset Purchases” means any purchase or transfer of assets from New CFC to Bank of America other than the First Asset Purchases and Second Asset Purchases.

U. For documents on paper, please produce the originals or duplicates or images of the originals. Please produce the documents in a way that preserves all information about how the documents were kept (for example, which documents were kept in which folder and the name of each folder, which documents were stapled or clipped together, etc.).

V. The following instructions apply to the production of electronic documents.

(1) Responsive documents should be produced in the form of black-and-white, single-page, 300 DPI, Group IV .tiff images, with each .tiff image file named with the corresponding Bates number, and with image and data load files compatible with the most recent versions of Concordance, Summation and iPro/Opticon. The format for delivery of load files will be .DAT; .OPT or .LOG; and .dii files.

(2) For each document, the data load file should include information about the custodian or source from which the document was collected; the file path of the document; text that is extracted from the electronic file, not generated as an OCR file from the .tiff image(s); as well as: (i) the beginning Bates number (referring to the first page of the document); (ii) the ending Bates number (referring to the last page of the document); (iii) each document's MD5 Hash information; and, in the case of emails with attachments, (iv) the beginning attachment range number(s) and (v) the ending attachment range number(s), where the “attachment range” records the relationship of the emails to their attachments. The attachment range should be recorded from the first page of the email (i.e., first document in the attachment range) to the last page of the last document (i.e., the last document in the attachment range).

(3) For emails, the load file should also include header information including: (i) the custodian or other source from which the email was gathered; (ii) the individual(s) to whom the communication was directed (“To”); (iii) the author of the communication (“From”); (iv) the recipient(s) of the communication (including all “Cc”s and “Bcc”s); (v) the “Subject” or “Re” line of the communication; (vi) the date and time sent; (vii) the path to the documents for the documents produced in native format; (viii) the original name of all files; (ix) the file extension of each file; (x) the number of pages of each document; and (xi) the full internet header for each email. For attachments to the emails, the load file should also include the last modified date.

(4) For images of hard copy documents, the load file should include information about the custodian or other source from which the document was gathered; the beginning Bates number (referring to the first page of the document); the ending Bates number (referring to the last page of the document); and the beginning attachment range, ending attachment range, and page count. For hard copy documents, the load file should also contain text generated by OCR software. The format for delivery of the

text/OCR file is a .TXT file corresponding to the beginning Bates number of each document and placed in a folder entitled either "Text" or "OCR."

(5) Microsoft Excel files (and other electronic spreadsheet files); audio files (e.g., .mp3, .mpa, .wav, .wma); video files (e.g., .mpg, .mp4, .wmv, .flv, .jpg); and other files that cannot be converted to .tiff image format should be produced in native format, including all formulae within the cells of the spreadsheet, any hidden rows or columns, and all other metadata contained in the file. All files produced in native format will have a corresponding single page .tiff place holder stating "Document Produced in Native Format." Each Native File is to be named after the beginning Bates number.

I. If you object to the production of any document on grounds of privilege or other immunity from production, please identify the document(s) withheld by: author(s), recipient(s), date, subject matter, number of pages, and type (e.g., letter, memorandum), and state the grounds on which you object to the production of that document.

## **DOCUMENTS TO BE PRODUCED**

All documents in your possession, custody, or control that relate to any of the following:

1. The negotiation, consideration, or drafting, by any Party, of the Settlement Agreement, any part thereof, or any draft or earlier version thereof.
2. The negotiation, consideration, or drafting, by any Party, of the Indemnity Side Letter, any part thereof, or any draft or earlier version thereof.
3. The negotiation, consideration, or drafting, by any Party, of the Institutional Investor Agreement, any part thereof, or any draft or earlier version thereof.
4. The negotiation, consideration, or drafting, by any Party, of the Patrick Letter, any part thereof, or any draft or earlier version thereof.
5. Any communication between any Party and any other person or entity (including any other Party and Bank of America) that relates to the Settlement Agreement, Indemnity Side Letter, Institutional Investor Agreement, or the Patrick Letter, or the agreements embodied in any of them.
6. Any document or information that “the Trustee received and evaluated ... presented by Bank of America, Countrywide, and the Institutional Investors related to potential liabilities and defenses, and alleged damages,” as described on page 2, fifth “Whereas” clause, of the Settlement Agreement.
7. 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, as referred to in section 6(a)(iv) of the Settlement Agreement.
8. All “factual information provided to the Trustee, its counsel, and its experts in connection with the negotiation of the Settlement Agreement concerning: (A) historical factual information concerning prior repurchase experience; (B) factual information concerning historical losses and historical delinquencies experienced by the Covered Trusts, (C) the financial statements of CFC and/or CHL, and (D) documents reflecting, or information concerning, corporate transactions involving the exchange of assets between CFC and its subsidiaries and BAC and its non-Countrywide subsidiaries that were taken subsequent to the merger of CFC and a BAC subsidiary,” all as referred to in section 13(b) of the Settlement Agreement.
9. “[T]he CD-ROM provided to the Trustee’s counsel and experts on June 3, 2011,” as referred to in section 13(b) of the Settlement Agreement.
10. All “Confidential Information,” as defined in section 17 of the Settlement Agreement.

11. All documents, information, and methodologies referred to in the following excerpt from the press release issued by Gibbs & Bruns LLP on June 29, 2011, and posted on its website:

In assessing the size of the potential repurchase claims, we developed a methodology that estimated how many mortgage loans – out of the hundreds of thousands of loans in the trusts – were eligible for repurchase claims, and how many loans on those we might successfully “put back” to the mortgage sellers. To do this, we relied on historic repurchase experience across of variety of Countrywide issuance platforms, our clients’ collective experience in loan re-underwriting and repurchase claims, and relevant industry information concerning repurchase successes.

12. The exclusion of any Countrywide trusts from trusts covered by the Settlement Agreement, including the following trusts: CWHL 2004-1, CWHL 2004-J1, CWHL 2005-19, CWALT 2004-1T1, 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-S3; CWL 2006-S4; and CWL 2006-S7.

13. Any request by any person or entity to participate with the Institutional Investors in the negotiation or consideration of the Settlement Agreement, any discussion or consideration of any such request, and the disposition of each such request.

14. Any audit or review of any loans in any of the trusts covered by the Settlement Agreement.

15. The Settlement Amount Opinion, including all drafts or earlier versions thereof and all documents reviewed, read, or otherwise used in the preparation thereof, including all documents that reflect or embody any analysis done by Brian Lin and all other personnel of RRMS Advisors.

16. Detailed resumes of Brian Lin and all other personnel of RRMS Advisors who worked in any way on the Settlement Amount Opinion.

17. The “All Consortium Deals’ summarized in the spreadsheet provided by the Investor Group” described on page 1 of the Settlement Amount Opinion, including all drafts or earlier versions thereof and all documents reviewed, read, or otherwise used in the preparation thereof.

18. The “forensic underwriting review performed by an independent third party” described on page 1 of the Settlement Amount Opinion; sampling protocols used in the review; the findings of the loan reviewers on each loan reviewed; all underwriting standards or guidelines used in reviewing loans; any reports of the results of that review, including all drafts or earlier versions thereof; and all documents reviewed, read, or otherwise used in the review or in the writing of any report thereof.

19. The “Presentation to Gibbs & Bruns’ dated April 11, 2011, provided by BofA” described on page 4 of the Settlement Amount Opinion, including all drafts or earlier versions thereof and all documents reviewed, read, or otherwise used in the preparation thereof.

20. Any consideration of, or communication with or about, experts whom The Bank of New York Mellon considered or approached to opine on any subject discussed in the Settlement Amount Opinion; the “Opinion Concerning Contemplated Settlement Agreement – Mortgage Loan Servicing and Loan Administration” dated June 28, 2011, from RRMS Advisors to The Bank of New York Mellon; the letter and attached memorandum from Professor Robert Daines to Jason H.P. Kravitt, Esq., and Matthew D. Ingber, Esq., about veil piercing and successor liability; the “Material and Adverse Opinion of Professor Barry E. Adler”; or the “Countrywide Financial Corp., Valuation Analysis Prepared at the Request of Counsel by Capstone Valuation Services, LLC.”

21. All revenue received by BNY Mellon from January 1, 2009, through June 30, 2011, on account of business relationships, transactions, agreements, or other dealings between BNY Mellon and Bank of America or between BNY Mellon and any entity (such as a securitization trust) whose business Bank of America played a role in sending to BNY Mellon.

22. The allocation of securities in any offering from January 1, 2009, through June 30, 2011, of which Bank of America was an underwriter, manager, or bookrunner and in which BNY Mellon or any Institutional Investor purchased securities, including the order book, the number of securities ordered or requested by any entity, and the number of securities allocated or sold to each such entity.

23. The Merger, including any proposed or actual responsibility of Bank of America for pre-Merger debts or liabilities of Old CFC, whether by assumption, novation, or otherwise.

24. Bank of America’s accounting for the Merger, including the allocation of the purchase price to assets and liabilities of Old CFC and New CFC.

25. The First Asset Purchases, including the decision to purchase the assets, the description of each asset purchased, the value of each asset on the books of New CFC at the time of the purchase, the amount that Bank of America paid for each asset and the entity to which it paid that amount, the entity within Bank of America to which each asset was transferred, and Bank of America’s accounting for each purchase of assets.

26. The Second Asset Purchases, including the decision to purchase the assets, the description of each asset purchased, the value of each asset on the books of New CFC at the time of the purchase, the amount that Bank of America paid for each asset and the entity to which it paid that amount, the entity within Bank of America to which each asset was transferred, and Bank of America’s accounting for each purchase of assets.

27. The Other Asset Purchases, including the decision to purchase the assets, the description of each asset purchased, the value of each asset on the books of New CFC

at the time of the purchase, the amount that Bank of America paid for each asset and the entity to which it paid that amount, the entity within Bank of America to which each asset was transferred, and Bank of America's accounting for each purchase of assets.

28. The merger of Countrywide Bank FSB into Bank of America, N.A. on or about April 27, 2009.

29. The sources of all funds used for legal and related expenses, including the cost of settlements, incurred in connection with any investigation of or litigation against Old CFC or New CFC or any present or former director, officer, or employee of either of them, from July 1, 2008, to date.



# Exhibit B

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), 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 BadenWuerttemberg (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),

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Index No. 651786/2011

Assigned to: Kapnick, J.

**SUBPOENA DUCES TECUM**

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Proposed Intervenor-Respondents,

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

TO: [Name of recipient]

YOU ARE HEREBY COMMANDED to produce to an electronic repository to be agreed upon by the parties and notified to you, not later than 45 days from the date of this notice, the documents described in Schedule A.

Dated: New York, New York  
August \_\_, 2011

GRAIS & ELLSWORTH LLP

By: \_\_\_\_\_

David J. Grais  
Owen L. Cyrulnik  
Leanne M. Wilson

40 East 52nd Street  
New York, New York 10022  
(212) 755-0100  
(212) 755-0052 (fax)

Attorneys for Proposed Intervenor-  
Respondents

**Schedule A to Subpoena to  
[Name of recipient]**

**DEFINITIONS AND INSTRUCTIONS**

As used in this Subpoena, the following terms have the following meanings, whether or not those terms are capitalized.

A. “Document” is used in its broadest sense and means writings, books, records, memoranda, papers, films, recordings, accounts, drawings, graphs, charts, photographs, electronically stored information, metadata, computer records, emails, calendars, and other data compilations from which information can be obtained, translated, and/or transcribed, if necessary, through detection devices into reasonably usable form. Non-identical copies of any such materials are separate documents. Documents are non-identical if one contains any comment, notation, or marking that the other does not. A draft or preliminary form of a document is also a non-identical document.

B. “Including” means including but not limited to.

C. “Possession, custody, or control” means in your physical possession or as to which you have the right or practical ability to secure or compel the production of the document (or a copy) from another person, affiliate, corporation, partnership, or other entity that has physical possession thereof, including any subsidiary entity and any director, officer, employee, inside or outside counsel, or agent of you or of any subsidiary entity of you.

D. “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.

E. “You” and “your” mean each entity to which this Notice to Produce is addressed and any parents, subsidiaries, affiliates, officers, employees, and agents of any of them.

F. “Settlement Agreement” means the Settlement Agreement between The Bank of New York Mellon, Bank of America Corporation, BAC Home Loans Servicing, LP, and Countrywide Financial Corporation executed on June 28, 2011.

G. “Indemnity Side Letter” means the letter from BAC Home Loans Servicing, LP to The Bank of New York Mellon dated June 28, 2011.

H. “Institutional Investor Agreement” means the Institutional Investor Agreement between (i) The Bank of New York Mellon, (ii) certain institutional investors that have intervened in this proceeding, and (iii) Bank of America Corporation, BAC Home Loans Servicing LP, Countrywide Financial Corporation, and Countrywide Home Loans, Inc. fully executed on June 28, 2011.

I. “Patrick Letter” means the letter from Kathy D. Patrick, Esq., of Gibbs & Bruns LLP to Mr. Robert Bailey of The Bank of New York Mellon dated June 23, 2011.

J. “Party” means any party to any of the Settlement Agreement, Indemnity Side Letter, or Institutional Investor Agreement and any director, officer, employee, or agent of any such party.

K. “Settlement Amount Opinion” means the “Opinion Concerning Contemplated Settlement Amount for 530 Trusts” dated June 7, 2011, from RRMS Advisors to The Bank of New York Mellon.

L. “Bank of America” means Bank of America Corporation, all of its past or present direct and indirect subsidiaries, including those listed on Exhibit 21 to its Annual Report on Form 10-K for the period ending December 31, 2010, and all directors, officers, employees, or agents of any of them.

M. “BNY Mellon” means The Bank of New York Mellon Corporation, all of its past or present direct and indirect subsidiaries, including those listed on Exhibit 21.1 to its Annual Report on Form 10-K for the period ending December 31, 2010, and all directors, officers, employees, or agents of any of them.

N. An “Institutional Investor” means each entity listed under roman number (ii) in the first paragraph of the Institutional Investor Agreement; all past or present parents, subsidiaries, or affiliates of that Institutional Investor; and all directors, officers, employees, or agents of that Institutional Investor or of any of its past or present parents, subsidiaries, or affiliates.

O. “Merger” means the merger between Countrywide Financial Corporation and Red Oak Merger Corporation on or about July 1, 2008, and any related acquisition, disposition, merger, assumption, assignment, or other transaction.

P. “Old CFC” means Countrywide Financial Corporation before the Merger, including all of its then-present direct and indirect subsidiaries listed on Exhibit 21 to its Annual Report on Form 10-K for the period ending December 31, 2007.

Q. “New CFC” means Countrywide Financial Corporation after the Merger, including all of its past and present direct and indirect subsidiaries.

R. “First Asset Purchases” means the purchases by Bank of America of certain assets of New CFC that were disclosed in a Report on Form 8-K filed with the SEC by Countrywide Financial Corporation on July 8, 2008.

S. “Second Asset Purchases” means the purchases by Bank of America of certain assets of New CFC that were disclosed in Reports on Form 8-K filed with the SEC by Bank of America Corporation on October 6 and November 7, 2008.

T. “Other Asset Purchases” means any purchase or transfer of assets from New CFC to Bank of America other than the First Asset Purchases and Second Asset Purchases.

U. For documents on paper, please produce the originals or duplicates or images of the originals. Please produce the documents in a way that preserves all information about how the documents were kept (for example, which documents were kept in which folder and the name of each folder, which documents were stapled or clipped together, etc.).

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(4) For images of hard copy documents, the load file should include information about the custodian or other source from which the document was gathered; the beginning Bates number (referring to the first page of the document); the ending Bates number (referring to the last page of the document); and the beginning attachment range, ending attachment range, and page count. For hard copy documents, the load file should also contain text generated by OCR software. The format for delivery of the

text/OCR file is a .TXT file corresponding to the beginning Bates number of each document and placed in a folder entitled either "Text" or "OCR."

(5) Microsoft Excel files (and other electronic spreadsheet files); audio files (e.g., .mp3, .mpa, .wav, .wma); video files (e.g., .mpg, .mp4, .wmv, .flv, .jpg); and other files that cannot be converted to .tiff image format should be produced in native format, including all formulae within the cells of the spreadsheet, any hidden rows or columns, and all other metadata contained in the file. All files produced in native format will have a corresponding single page .tiff place holder stating "Document Produced in Native Format." Each Native File is to be named after the beginning Bates number.

I. If you object to the production of any document on grounds of privilege or other immunity from production, please identify the document(s) withheld by: author(s), recipient(s), date, subject matter, number of pages, and type (e.g., letter, memorandum), and state the grounds on which you object to the production of that document.



## **DOCUMENTS TO BE PRODUCED**

All documents in your possession, custody, or control that relate to any of the following:

1. The negotiation, consideration, or drafting, by any Party, of the Settlement Agreement, any part thereof, or any draft or earlier version thereof.
2. The negotiation, consideration, or drafting, by any Party, of the Indemnity Side Letter, any part thereof, or any draft or earlier version thereof.
3. The negotiation, consideration, or drafting, by any Party, of the Institutional Investor Agreement, any part thereof, or any draft or earlier version thereof.
4. The negotiation, consideration, or drafting, by any Party, of the Patrick Letter, any part thereof, or any draft or earlier version thereof.
5. Any communication between any Party and any other person or entity (including any other Party and Bank of America) that relates to the Settlement Agreement, Indemnity Side Letter, Institutional Investor Agreement, or the Patrick Letter, or the agreements embodied in any of them.
6. Any document or information that “the Trustee received and evaluated ... presented by Bank of America, Countrywide, and the Institutional Investors related to potential liabilities and defenses, and alleged damages,” as described on page 2, fifth “Whereas” clause, of the Settlement Agreement.
7. 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, as referred to in section 6(a)(iv) of the Settlement Agreement.
8. All “factual information provided to the Trustee, its counsel, and its experts in connection with the negotiation of the Settlement Agreement concerning: (A) historical factual information concerning prior repurchase experience; (B) factual information concerning historical losses and historical delinquencies experienced by the Covered Trusts, (C) the financial statements of CFC and/or CHL, and (D) documents reflecting, or information concerning, corporate transactions involving the exchange of assets between CFC and its subsidiaries and BAC and its non-Countrywide subsidiaries that were taken subsequent to the merger of CFC and a BAC subsidiary,” all as referred to in section 13(b) of the Settlement Agreement.
9. “[T]he CD-ROM provided to the Trustee’s counsel and experts on June 3, 2011,” as referred to in section 13(b) of the Settlement Agreement.
10. All “Confidential Information,” as defined in section 17 of the Settlement Agreement.

11. All documents, information, and methodologies referred to in the following excerpt from the press release issued by Gibbs & Bruns LLP on June 29, 2011, and posted on its website:

In assessing the size of the potential repurchase claims, we developed a methodology that estimated how many mortgage loans – out of the hundreds of thousands of loans in the trusts – were eligible for repurchase claims, and how many loans on those we might successfully “put back” to the mortgage sellers. To do this, we relied on historic repurchase experience across of variety of Countrywide issuance platforms, our clients’ collective experience in loan re-underwriting and repurchase claims, and relevant industry information concerning repurchase successes.

12. The exclusion of any Countrywide trusts from trusts covered by the Settlement Agreement, including the following trusts: CWHL 2004-1, CWHL 2004-J1, CWHL 2005-19, CWALT 2004-1T1, 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-S3; CWL 2006-S4; and CWL 2006-S7.

13. Any request by any person or entity to participate with the Institutional Investors in the negotiation or consideration of the Settlement Agreement, any discussion or consideration of any such request, and the disposition of each such request.

14. Any audit or review of any loans in any of the trusts covered by the Settlement Agreement.

15. The Settlement Amount Opinion, including all drafts or earlier versions thereof and all documents reviewed, read, or otherwise used in the preparation thereof, including all documents that reflect or embody any analysis done by Brian Lin and all other personnel of RRMS Advisors.

16. Detailed resumes of Brian Lin and all other personnel of RRMS Advisors who worked in any way on the Settlement Amount Opinion.

17. The “All Consortium Deals’ summarized in the spreadsheet provided by the Investor Group” described on page 1 of the Settlement Amount Opinion, including all drafts or earlier versions thereof and all documents reviewed, read, or otherwise used in the preparation thereof.

18. The “forensic underwriting review performed by an independent third party” described on page 1 of the Settlement Amount Opinion; sampling protocols used in the review; the findings of the loan reviewers on each loan reviewed; all underwriting standards or guidelines used in reviewing loans; any reports of the results of that review, including all drafts or earlier versions thereof; and all documents reviewed, read, or otherwise used in the review or in the writing of any report thereof.

19. The “Presentation to Gibbs & Bruns’ dated April 11, 2011, provided by BofA” described on page 4 of the Settlement Amount Opinion, including all drafts or earlier versions thereof and all documents reviewed, read, or otherwise used in the preparation thereof.

20. Any consideration of, or communication with or about, experts whom The Bank of New York Mellon considered or approached to opine on any subject discussed in the Settlement Amount Opinion; the “Opinion Concerning Contemplated Settlement Agreement – Mortgage Loan Servicing and Loan Administration” dated June 28, 2011, from RRMS Advisors to The Bank of New York Mellon; the letter and attached memorandum from Professor Robert Daines to Jason H.P. Kravitt, Esq., and Matthew D. Ingber, Esq., about veil piercing and successor liability; the “Material and Adverse Opinion of Professor Barry E. Adler”; or the “Countrywide Financial Corp., Valuation Analysis Prepared at the Request of Counsel by Capstone Valuation Services, LLC.”

21. All revenue received by BNY Mellon from January 1, 2009, through June 30, 2011, on account of business relationships, transactions, agreements, or other dealings between BNY Mellon and Bank of America or between BNY Mellon and any entity (such as a securitization trust) whose business Bank of America played a role in sending to BNY Mellon.

22. The allocation of securities in any offering from January 1, 2009, through June 30, 2011, of which Bank of America was an underwriter, manager, or bookrunner and in which BNY Mellon or any Institutional Investor purchased securities, including the order book, the number of securities ordered or requested by any entity, and the number of securities allocated or sold to each such entity.

23. The Merger, including any proposed or actual responsibility of Bank of America for pre-Merger debts or liabilities of Old CFC, whether by assumption, novation, or otherwise.

24. Bank of America’s accounting for the Merger, including the allocation of the purchase price to assets and liabilities of Old CFC and New CFC.

25. The First Asset Purchases, including the decision to purchase the assets, the description of each asset purchased, the value of each asset on the books of New CFC at the time of the purchase, the amount that Bank of America paid for each asset and the entity to which it paid that amount, the entity within Bank of America to which each asset was transferred, and Bank of America’s accounting for each purchase of assets.

26. The Second Asset Purchases, including the decision to purchase the assets, the description of each asset purchased, the value of each asset on the books of New CFC at the time of the purchase, the amount that Bank of America paid for each asset and the entity to which it paid that amount, the entity within Bank of America to which each asset was transferred, and Bank of America’s accounting for each purchase of assets.

27. The Other Asset Purchases, including the decision to purchase the assets, the description of each asset purchased, the value of each asset on the books of New CFC

at the time of the purchase, the amount that Bank of America paid for each asset and the entity to which it paid that amount, the entity within Bank of America to which each asset was transferred, and Bank of America's accounting for each purchase of assets.

28. The merger of Countrywide Bank FSB into Bank of America, N.A. on or about April 27, 2009.

29. The sources of all funds used for legal and related expenses, including the cost of settlements, incurred in connection with any investigation of or litigation against Old CFC or New CFC or any present or former director, officer, or employee of either of them, from July 1, 2008, to date.

30. Any agreement by which Bank of America settled or resolved any claim or allegation that it was required to repurchase loans from any trust that contained any loans originated by Old CFC.

# Exhibit C

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), 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 BadenWuerttemberg (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),

Petitioners,

-against-

WALNUT PLACE LLC, WALNUT PLACE II LLC,  
WALNUT PLACE III LLC, WALNUT PLACE IV  
LLC, WALNUT PLACE V LLC, WALNUT PLACE  
VI LLC, WALNUT PLACE VII LLC, WALNUT  
PLACE VIII LLC, WALNUT PLACE IX LLC,  
WALNUT PLACE X LLC, WALNUT PLACE XI

Index No. 651786/2011

Assigned to: Kapnick, J.

**SUBPOENA DUCES TECUM**

LLC, POLICEMEN'S ANNUITY & BENEFIT FUND OF CHICAGO, THE WESTMORELAND COUNTY EMPLOYEE RETIREMENT SYSTEM, CITY OF GRAND RAPIDS GENERAL RETIREMENT SYSTEM, CITY OF GRAND RAPIDS POLICE AND FIRE RETIREMENT SYSTEM, TM1 INVESTORS, LLC, FEDERAL HOME LOAN BANK OF BOSTON, FEDERAL HOME LOAN BANK OF CHICAGO, FEDERAL HOME LOAN BANK OF INDIANAPOLIS, FEDERAL HOME LOAN BANK OF PITTSBURGH, FEDERAL HOME LOAN BANK OF SAN FRANCISCO, FEDERAL HOME LOAN BANK OF SEATTLE, V RE-REMIC, LLC, THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY, WESTERN-SOUTHERN LIFE ASSURANCE COMPANY, COLUMBUS LIFE INSURANCE COMPANY, INTEGRITY LIFE INSURANCE COMPANY, NATIONAL INTEGRITY LIFE INSURANCE COMPANY, FORT WASHINGTON INVESTMENT ADVISORS, INC. on behalf of FORT WASHINGTON ACTIVE FIXED INCOME LLC, CRANBERRY PARK LLC, and CRANBERRY PARK II LLC

Proposed Intervenor-Respondents,

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

TO: [Name of recipient]

YOU ARE HEREBY COMMANDED to produce to an electronic repository to be agreed upon by the parties and notified to you, not later than 45 days from the date of this notice, the documents described in Schedule A.

Dated: New York, New York  
August \_\_, 2011

GRAIS & ELLSWORTH LLP

By: \_\_\_\_\_

David J. Grais  
Owen L. Cyrulnik  
Leanne M. Wilson

40 East 52nd Street  
New York, New York 10022  
(212) 755-0100  
(212) 755-0052 (fax)

Attorneys for Proposed Intervenor-  
Respondents



**Schedule A to Subpoena to  
[Name of recipient]**

**DEFINITIONS AND INSTRUCTIONS**

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