

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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In the Matter of the Application of	:	Index No. 150973/2016
	:	IAS Part 39
THE BANK OF NEW YORK MELLON, in its	:	Justice Scarpulla
Capacity as Trustee or Indenture Trustee of 530	:	
Countrywide Residential Mortgage-Backed	:	Mot. Seq. 001
Securitization Trusts,	:	
	:	TRUSTEE’S NOTICE
	:	OF COUNTER-
	:	SETTLEMENT
Petitioner,	:	
	:	
For Judicial Instructions under CPLR Article 77	:	
on the Distribution of a Settlement Payment.	:	

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PLEASE TAKE NOTICE that the [Trustee’s Counter-Proposed] Severance Order and Partial Final Judgment annexed as Exhibit A hereto (the “Trustee’s Form of Judgment”) will be presented to the Hon. Saliann Scarpulla, at a Term of this Court to be held in Courtroom 208 of the County Courthouse, 60 Centre Street, New York, New York, on May 6, 2016, at 9:30 A.M., or as soon thereafter as counsel can be heard, for settlement and signature.

As contemplated by Unif. R. 202.48(c)(2), Exhibit B hereto is a copy of the Trustee’s Form of Judgment clearly marked to delineate each proposed change from the initial proposal served and filed on March 31, 2016, by all parties (the “Initial Release Trust Respondents”) to appear in this proceeding as respondents and to claim any interest in any the trusts affected thereby.

PLEASE TAKE FURTHER NOTICE that the undersigned have been authorized to advise the Court that all Initial Release Trust Respondents support entry of the Trustee's Form of Judgment.

Dated: New York, New York
April 28, 2016

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By: 

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Michael O. Ware

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Trusts*

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Exhibit A to Trustee's Notice of Counter-Settlement

***[Trustee's Counter-Proposed] Severance
Order And Partial Final Judgment***

Served April 28, 2016

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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In the Matter of the Application of	:	Index No. 150973/2016
	:	IAS Part 39
THE BANK OF NEW YORK MELLON, in its	:	Justice Scarpulla
Capacity as Trustee or Indenture Trustee of 530	:	
Countrywide Residential Mortgage-Backed	:	Mot. Seq. 001
Securitization Trusts,	:	
	:	[TRUSTEE'S
Petitioner,	:	COUNTER-PROPOSED]
	:	SEVERANCE ORDER
For Judicial Instructions under CPLR Article 77	:	AND PARTIAL FINAL
on the Distribution of a Settlement Payment.	:	JUDGMENT

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APPEARANCES:

MAYER BROWN LLP (Matthew D. Ingber and Michael O. Ware, of counsel)
*Attorneys for Petitioner The Bank of New York Mellon in its capacity as Trustee
or Indenture Trustee of the Covered Trusts (the "Trustee")*

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Master Fund SCA SICAV-SIF, BlueMountain Kicking Horse Fund L.P.,
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Foinaven Master Fund L.P., and BlueMountain Credit Opportunities Master
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*Attorneys for Respondent Federal Home Loan Mortgage Corporation
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WARNER PARTNERS, P.C. (Kenneth E. Warner, of counsel) and GIBBS & BRUNS LLP (Kathy D. Patrick, Robert J. Madden and David Sheeren, all pro hac vice, of counsel)

Attorneys for Respondents AEGON (including 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, pic, 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); BlackRock Financial Management, Inc.; Federal Home Loan Bank of Atlanta; Federal National Mortgage Association; Goldman Sachs Asset Management L.P.; Invesco Advisers, Inc.; Kore Advisors, L.P.; Metropolitan Life Insurance Company; Nationwide Mutual Insurance Company and its affiliate companies; Neuberger Berman Europe Limited; Pacific Investment Management Company LLC; Teachers Insurance and Annuity Association of America; Thrivent Financial for Lutherans; Trust Company of the West and the affiliated companies controlled by The TCW Group, Inc.; Voya Investment Management LLC; and Western Asset Management Company (the "Institutional Investor Group")

QUINN EMANUEL URQUHART & SULLIVAN LLP (Michael B. Carlinsky, Jordan A. Goldstein, David D. Burnett, and Joshua Margolin, of counsel)
Attorneys for Respondents American International Group, Inc., AIG Financial Products Corp.; AIG Property Casualty Company; American General Life Insurance Company; American Home Assurance Company; American International Reinsurance Company, Ltd.; Commerce and Industry Insurance Company; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburgh, PA; The United States Life Insurance Company in the City of New York; and The Variable Annuity Life Insurance Company ("AIG")

MILLER & WRUBEL P.C. (John G. Moon and Sarah L. Ciopyk, of counsel)
Attorneys for Respondents Triaxx Prime CDO 2006-1, Ltd., Triaxx Prime CDO 2006-2, Ltd., and Triaxx Prime CDO 2007-1, Ltd. ("Triaxx")

WOLLMUTH MAHER & DEUTSCH LLP (Michael C. Ledley, of counsel) and PERRY, JOHNSON, ANDERSON, MILLER & MOSKOWITZ LLP (Isaac M. Gradman, pro hac vice, of counsel)
Attorneys for TIG Securitized Asset Master Fund LP

WHEREAS, the Trustee commenced this proceeding under CPLR Article 77 to obtain judicial instructions on the distribution of a settlement payment in the amount of \$8.5 billion (the "Settlement Payment") to which it had become entitled in its capacity as

trustee or indenture trustee of the 530 residential mortgage-backed securities trusts (the “Covered Trusts”) specified in Exhibit A to the Verified Petition herein under a settlement agreement dated June 28, 2011 (the “Settlement Agreement”); and,

WHEREAS, under the Settlement Agreement, each Covered Trust has been assigned an “Allocable Share” of the overall Settlement Payment; and,

WHEREAS, by Order to Show Cause dated February 5, 2016 (the “February 5 Order”) the Court directed that the Trustee serve the Verified Petition and certain other materials on investors (“Certificateholders”) in the Covered Trusts and certain other persons, and directed that interested persons answer the Verified Petition by March 4, 2016; and,

WHEREAS, the February 5 Order authorized and directed the Trustee to place the Settlement Payment in escrow with The Bank of New York Mellon as escrow agent; and,

WHEREAS, the Court has been advised that the escrow provisions of the February 5 Order have been complied with and that the Settlement Payment and earnings thereon (together, the “Escrow Estate”) are currently invested as directed in the February 5 Order; and,

WHEREAS, as used herein the term “Initial Release Trusts” means the 512 Covered Trusts identified in Exhibit 1 hereto and the term “Remaining Trusts” means the eighteen Covered Trusts identified in Exhibit 2 hereto; and,

WHEREAS, no answer to the Verified Petition claiming an interest in the Initial Release Trusts has been filed except for answers of the Blue Mountain, Center Court,

Freddie Mac, Institutional Investor Group, AIG, and Triaxx Respondents identified above (the “Initial Release Trust Respondents”)¹; and,

WHEREAS, at a scheduled conference herein on the record in open court on March 15, 2016, counsel for the Initial Release Trust Respondents stipulated to and requested the entry of judgment in the terms hereof to resolve this proceeding fully and finally in respect of the Initial Release Trusts. The Court directed that the proposed order and judgment be served with notice of settlement under Unif. R. 202.48(a) returnable before the Court on May 6, 2016, at 9:30 A.M. The Court further directed that counterproposals, returnable at the same date and time, be served with any supporting memoranda by April 28, 2016. The Trustee by counsel agreed to disseminate the Initial Release Trust Respondents’ Unif. R. 202.48(a) notice of proposed order and judgment through the Depository Trust Company (“DTC”) and to post it to its investor-reporting website and to the settlement website, cwrmbssettlement.com; and,

WHEREAS, the Initial Release Trust Respondents’ Unif. R. 202.48(a) Notice of Proposed Severance Order and Partial Final Judgment was filed on the Court’s electronic filing system on March 31, 2016 (CEF #66); the Trustee’s Notice of Counter-Settlement was filed April 29, 2016 (CEF #__); and, by letter dated May __, 2016 (CEF #__), the Trustee’s counsel has advised the Court that the Trustee has disseminated both the initial Notice of Proposed Severance Order and Partial Final Judgment and the Notice of Counter-Settlement via the DTC and the investor-reporting and settlement websites; and,

¹ Prosirris and Tilden Park stated in their Verified Answer that they may hold certificates in certain of the Initial Release Trusts. (CEF #31, at ¶ 1.) In their response (CEF #58, at 8) and at the March 15, 2016, hearing, Prosirris and Tilden Park asserted that they hold an interest in approximately 100 of the Initial Release Trusts.

WHEREAS, as used herein, the term “Judgment Entry Date” means the date on which the Clerk’s docketing of this Severance Order and Partial Final Judgment first appears publicly on the New York State Court Electronic Filing System, without regard to when the Court actually signs or the Clerk actually enters this Severance Order and Partial Final Judgment; and,

WHEREAS, as used herein the term “Transfer Month” means the month of the Judgment Entry Date if the Judgment Entry Date is on or before the twentieth calendar date of that month, and otherwise the month immediately following; and,

WHEREAS, as used herein, the term “Transfer Target Date” means the first day of month immediately following the Transfer Month; and,

WHEREAS, as used herein, the term “AS Distribution Date” means, for each Initial Release Trust, that trust’s next distribution date following the Transfer Target Date; and,

WHEREAS, as used herein, the term “Overcollateralization Amount” encompasses the following terms: “Overcollateralized Amount”, “Overcollateralization Amount”, “Excess Overcollateralization Amount”, “Overcollateralization Deficiency Amount”, “Overcollateralization Reduction Amount”, including such terms that refer to a particular loan group or collateral type,

NOW, THEREFORE, on the joint motion of Wollmuth Maher & Deutsch LLP, attorneys for Blue Mountain; McKool Smith, P.C., attorneys for Center Court; Holwell Shuster & Goldberg LLP, attorneys for Freddie Mac; Warner Partners, P.C. and Gibbs & Bruns LLP, attorneys for the Institutional Investor Group; Quinn Emanuel Urquhart & Sullivan, LLP, attorneys for AIG; Miller & Wrubel P.C., attorneys for Triaxx; and Boies,

Schiller & Flexner LLP, attorneys for Prosirius and Tilden Park, and on the papers, pleadings, and motions filed herein, it is hereby

ORDERED, pursuant to CPLR 407 and 5012, that all issues concerning the Initial Release Trusts are severed for full and final resolution hereby, with proceedings concerning the Remaining Trusts to continue according to law; and it is further

ORDERED that this Severance Order and Partial Final Judgment is rendered without prejudice to the claims, contentions or defenses of any party in respect of the Remaining Trusts. Without limiting the generality of the immediately previous sentence, this Severance Order and Partial Final Judgment will in no way represent the law of the case as to, or otherwise be deemed to resolve any issue pertaining to, the Remaining Trusts; and it is further

ORDERED, ADJUDGED and DECREED that, no later than the Transfer Target Date, the Trustee is to convert to a cash sum (the “Available Escrow Liquidation Proceeds”) that percentage of the entire Escrow Estate that equals the percentage of \$8.5 billion represented by the sum of the Allocable Shares of all Initial Release Trusts; and it is further

ORDERED, ADJUDGED and DECREED that, on or before the Transfer Target Date, the Trustee is to deposit in the distribution account or payment account, as applicable, for each Initial Release Trust that Initial Release Trust’s Allocable Share plus its proportional share of the amount by which the Available Escrow Liquidation Proceeds exceeds the sum of the Allocable Shares of all Initial Release Trusts (i.e., that Initial Release Trust’s proportional share of interest paid as of the time of the deposit). From the time of that deposit, the amount so deposited for each Initial Release Trust will be treated

as that Initial Release Trust's Allocable Share for all purposes under the Settlement Agreement; and it is further

ORDERED, ADJUDGED and DECREED that sums representing interest on the Allocable Shares of the Initial Release Trusts not received by the Trustee at the time of the deposits directed by the immediately preceding paragraph are to be allocated on receipt by the Trustee proportionally among the Initial Release Trusts and distributed within each Initial Release Trust in the manner the Settlement Agreement, the relevant Governing Agreements and this Severance Order and Partial Final Judgment provide for distribution of Allocable Shares; and it is further

ORDERED, ADJUDGED and DECREED that the Trustee shall distribute each Initial Release Trust's Allocable Share on that trust's AS Distribution Date; and it is further

ORDERED, ADJUDGED and DECREED that in distributing the Allocable Shares of the Initial Release Trusts to Certificateholders in those Trusts, the Trustee shall adhere to Section 3(d) of the Settlement Agreement, including the order of operations specified in Subsections 3(d)(i) and 3(d)(ii) therein, except that in distributing the Allocable Share of CWALT 2005-66, the order of operations is moot, because there have been no write-downs to which Subsection 3(d)(ii) of the Settlement Agreement could apply; and it is further

ORDERED, ADJUDGED and DECREED that, for the Initial Release Trusts set forth on Exhibit 3, the Trustee, in distributing the Allocable Share of each such trust, shall (a) for purposes of determining the principal distribution amount and the excess cashflow (if any) for such trust's AS Distribution Date calculate the Overcollateralization Amount in

a manner that accounts for both the pay down of certificate balances and the write up of certificate balances in an amount equal to such trust's Allocable Share plus any ordinary Subsequent Recoveries distributable on that trust's AS Distribution Date (provided, however, that the write-up amount cannot exceed the trust's unpaid realized losses as of such AS Distribution Date); and, (b) not measure such Overcollateralization Amount during the distribution between the pay down and write up steps as described in paragraph 26 of the Verified Petition; and it is further

ORDERED, ADJUDGED and DECREED that all persons claiming rights in any of the Initial Release Trusts are forever barred from asserting any claims against the Trustee with respect to the Trustee's implementation of the instructions contained in this Severance Order and Partial Final Judgment, so long as such implementation is in accordance with this Severance Order and Partial Final Judgment and, to the extent not expressly addressed by this Severance Order and Partial Final Judgment, the requirements of the Settlement Agreement and relevant Governing Agreements; and it is further

ORDERED, ADJUDGED and DECREED that the Court shall retain exclusive jurisdiction to render such additional instructions as may be necessary or appropriate in the administration of the Initial Release Trusts; and it is further

ORDERED, ADJUDGED and DECREED that no party may have costs or disbursements of this proceeding insofar as it concerned the Initial Release Trusts; and it is further

ORDERED that the Clerk of New York County be, and he hereby is, directed to enter this Severance Order and Partial Final Judgment as a judgment forthwith and without delay.

Dated: New York, New York
_____, 2016

Hon. Saliann Scarpulla. J.S.C.

Judgment signed and entered this _____ day of _____ 2016.

Clerk of New York County

Exhibit 1
512 Initial Release Trusts

CWALT 2004-10CB	CWALT 2004-J8	CWALT 2005-47CB	CWALT 2005-J11	CWALT 2006-41CB
CWALT 2004-12CB	CWALT 2004-J9	CWALT 2005-48T1	CWALT 2005-J12	CWALT 2006-42
CWALT 2004-13CB	CWALT 2005-10CB	CWALT 2005-49CB	CWALT 2005-J13	CWALT 2006-43CB
CWALT 2004-14T2	CWALT 2005-11CB	CWALT 2005-50CB	CWALT 2005-J14	CWALT 2006-45T1
CWALT 2004-15	CWALT 2005-13CB	CWALT 2005-51	CWALT 2005-J2	CWALT 2006-46
CWALT 2004-16CB	CWALT 2005-14	CWALT 2005-52CB	CWALT 2005-J3	CWALT 2006-4CB
CWALT 2004-17CB	CWALT 2005-16	CWALT 2005-53T2	CWALT 2005-J4	CWALT 2006-5T2
CWALT 2004-18CB	CWALT 2005-17	CWALT 2005-54CB	CWALT 2005-J5	CWALT 2006-6CB
CWALT 2004-20T1	CWALT 2005-18CB	CWALT 2005-55CB	CWALT 2005-J6	CWALT 2006-7CB
CWALT 2004-22CB	CWALT 2005-19CB	CWALT 2005-56	CWALT 2005-J7	CWALT 2006-8T1
CWALT 2004-24CB	CWALT 2005-1CB	CWALT 2005-57CB	CWALT 2005-J8	CWALT 2006-9T1
CWALT 2004-25CB	CWALT 2005-2	CWALT 2005-58	CWALT 2005-J9	CWALT 2006-HY10
CWALT 2004-26T1	CWALT 2005-20CB	CWALT 2005-59	CWALT 2006-11CB	CWALT 2006-HY11
CWALT 2004-27CB	CWALT 2005-21CB	CWALT 2005-60T1	CWALT 2006-12CB	CWALT 2006-HY12
CWALT 2004-28CB	CWALT 2005-22T1	CWALT 2005-62	CWALT 2006-13T1	CWALT 2006-HY13
CWALT 2004-29CB	CWALT 2005-23CB	CWALT 2005-63	CWALT 2006-14CB	CWALT 2006-HY3
CWALT 2004-2CB	CWALT 2005-24	CWALT 2005-64CB	CWALT 2006-15CB	CWALT 2006-J1
CWALT 2004-30CB	CWALT 2005-25T1	CWALT 2005-65CB	CWALT 2006-16CB	CWALT 2006-J2
CWALT 2004-32CB	CWALT 2005-26CB	CWALT 2005-66	CWALT 2006-17T1	CWALT 2006-J3
CWALT 2004-33	CWALT 2005-27	CWALT 2005-67CB	CWALT 2006-18CB	CWALT 2006-J4
CWALT 2004-34T1	CWALT 2005-28CB	CWALT 2005-6CB	CWALT 2006-19CB	CWALT 2006-J5
CWALT 2004-35T2	CWALT 2005-29CB	CWALT 2005-70CB	CWALT 2006-20CB	CWALT 2006-J6
CWALT 2004-36CB	CWALT 2005-30CB	CWALT 2005-71	CWALT 2006-21CB	CWALT 2006-J7
CWALT 2004-3T1	CWALT 2005-31	CWALT 2005-73CB	CWALT 2006-23CB	CWALT 2006-J8
CWALT 2004-4CB	CWALT 2005-32T1	CWALT 2005-74T1	CWALT 2006-24CB	CWALT 2006-OA1
CWALT 2004-5CB	CWALT 2005-33CB	CWALT 2005-75CB	CWALT 2006-25CB	CWALT 2006-OA11
CWALT 2004-6CB	CWALT 2005-34CB	CWALT 2005-77T1	CWALT 2006-26CB	CWALT 2006-OA12
CWALT 2004-7T1	CWALT 2005-35CB	CWALT 2005-79CB	CWALT 2006-27CB	CWALT 2006-OA16
CWALT 2004-8CB	CWALT 2005-36	CWALT 2005-7CB	CWALT 2006-28CB	CWALT 2006-OA17
CWALT 2004-9T1	CWALT 2005-37T1	CWALT 2005-80CB	CWALT 2006-29T1	CWALT 2006-OA18
CWALT 2004-J10	CWALT 2005-38	CWALT 2005-81	CWALT 2006-2CB	CWALT 2006-OA19
CWALT 2004-J11	CWALT 2005-3CB	CWALT 2005-82	CWALT 2006-30T1	CWALT 2006-OA2
CWALT 2004-J12	CWALT 2005-4	CWALT 2005-83CB	CWALT 2006-31CB	CWALT 2006-OA21
CWALT 2004-J13	CWALT 2005-40CB	CWALT 2005-84	CWALT 2006-32CB	CWALT 2006-OA22
CWALT 2004-J2	CWALT 2005-41	CWALT 2005-85CB	CWALT 2006-33CB	CWALT 2006-OA6
CWALT 2004-J3	CWALT 2005-42CB	CWALT 2005-86CB	CWALT 2006-34	CWALT 2006-OA9
CWALT 2004-J4	CWALT 2005-43	CWALT 2005-9CB	CWALT 2006-35CB	CWALT 2006-OC1
CWALT 2004-J5	CWALT 2005-44	CWALT 2005-AR1	CWALT 2006-36T2	CWALT 2006-OC10
CWALT 2004-J6	CWALT 2005-45	CWALT 2005-J1	CWALT 2006-39CB	CWALT 2006-OC11
CWALT 2004-J7	CWALT 2005-46CB	CWALT 2005-J10	CWALT 2006-40T1	CWALT 2006-OC2

Exhibit 1
512 Initial Release Trusts

CWALT 2006-OC3	CWALT 2007-J1	CWHL 2004-HYB5	CWHL 2005-9	CWHL 2006-TM1
CWALT 2006-OC4	CWALT 2007-J2	CWHL 2004-HYB6	CWHL 2005-HY10	CWHL 2007-1
CWALT 2006-OC5	CWALT 2007-OA11	CWHL 2004-HYB7	CWHL 2005-HYB1	CWHL 2007-10
CWALT 2006-OC6	CWALT 2007-OA4	CWHL 2004-HYB8	CWHL 2005-HYB2	CWHL 2007-11
CWALT 2006-OC7	CWALT 2007-OA6	CWHL 2004-HYB9	CWHL 2005-HYB3	CWHL 2007-12
CWALT 2006-OC8	CWALT 2007-OA7	CWHL 2004-J2	CWHL 2005-HYB4	CWHL 2007-13
CWALT 2006-OC9	CWALT 2007-OA9	CWHL 2004-J3	CWHL 2005-HYB5	CWHL 2007-14
CWALT 2007-10CB	CWALT 2007-OH1	CWHL 2004-J4	CWHL 2005-HYB6	CWHL 2007-15
CWALT 2007-11T1	CWALT 2007-OH2	CWHL 2004-J5	CWHL 2005-HYB7	CWHL 2007-16
CWALT 2007-12T1	CWALT 2007-OH3	CWHL 2004-J6	CWHL 2005-HYB8	CWHL 2007-17
CWALT 2007-13	CWHEL 2006-A	CWHL 2004-J7	CWHL 2005-HYB9	CWHL 2007-18
CWALT 2007-14T2	CWHEL 2007-G	CWHL 2004-J8	CWHL 2005-J1	CWHL 2007-19
CWALT 2007-15CB	CWHL 2004-10	CWHL 2004-J9	CWHL 2005-J2	CWHL 2007-2
CWALT 2007-16CB	CWHL 2004-11	CWHL 2005-1	CWHL 2005-J3	CWHL 2007-20
CWALT 2007-17CB	CWHL 2004-12	CWHL 2005-10	CWHL 2005-J4	CWHL 2007-21
CWALT 2007-18CB	CWHL 2004-13	CWHL 2005-11	CWHL 2006-1	CWHL 2007-3
CWALT 2007-19	CWHL 2004-14	CWHL 2005-12	CWHL 2006-10	CWHL 2007-4
CWALT 2007-1T1	CWHL 2004-15	CWHL 2005-13	CWHL 2006-11	CWHL 2007-5
CWALT 2007-20	CWHL 2004-16	CWHL 2005-14	CWHL 2006-12	CWHL 2007-6
CWALT 2007-21CB	CWHL 2004-18	CWHL 2005-15	CWHL 2006-13	CWHL 2007-7
CWALT 2007-22	CWHL 2004-19	CWHL 2005-16	CWHL 2006-14	CWHL 2007-8
CWALT 2007-23CB	CWHL 2004-2	CWHL 2005-17	CWHL 2006-15	CWHL 2007-9
CWALT 2007-24	CWHL 2004-20	CWHL 2005-18	CWHL 2006-16	CWHL 2007-HY1
CWALT 2007-25	CWHL 2004-21	CWHL 2005-2	CWHL 2006-17	CWHL 2007-HY3
CWALT 2007-2CB	CWHL 2004-22	CWHL 2005-20	CWHL 2006-18	CWHL 2007-HY4
CWALT 2007-3T1	CWHL 2004-23	CWHL 2005-21	CWHL 2006-19	CWHL 2007-HY5
CWALT 2007-4CB	CWHL 2004-24	CWHL 2005-22	CWHL 2006-20	CWHL 2007-HY6
CWALT 2007-5CB	CWHL 2004-25	CWHL 2005-23	CWHL 2006-21	CWHL 2007-HY7
CWALT 2007-6	CWHL 2004-29	CWHL 2005-24	CWHL 2006-6	CWHL 2007-HYB1
CWALT 2007-7T2	CWHL 2004-3	CWHL 2005-25	CWHL 2006-8	CWHL 2007-HYB2
CWALT 2007-8CB	CWHL 2004-4	CWHL 2005-26	CWHL 2006-9	CWHL 2007-J1
CWALT 2007-9T1	CWHL 2004-5	CWHL 2005-27	CWHL 2006-HYB1	CWHL 2007-J2
CWALT 2007-AL1	CWHL 2004-6	CWHL 2005-28	CWHL 2006-HYB2	CWHL 2007-J3
CWALT 2007-HY2	CWHL 2004-7	CWHL 2005-29	CWHL 2006-HYB3	CWHL 2008-1
CWALT 2007-HY3	CWHL 2004-8	CWHL 2005-3	CWHL 2006-HYB4	CWL 2004-1
CWALT 2007-HY4	CWHL 2004-9	CWHL 2005-30	CWHL 2006-HYB5	CWL 2004-10
CWALT 2007-HY6	CWHL 2004-HYB1	CWHL 2005-31	CWHL 2006-J1	CWL 2004-11
CWALT 2007-HY7C	CWHL 2004-HYB2	CWHL 2005-5	CWHL 2006-J2	CWL 2004-12
CWALT 2007-HY8C	CWHL 2004-HYB3	CWHL 2005-6	CWHL 2006-J3	CWL 2004-13
CWALT 2007-HY9	CWHL 2004-HYB4	CWHL 2005-7	CWHL 2006-J4	CWL 2004-14

Exhibit 1
512 Initial Release Trusts

CWL 2004-15	CWL 2005-AB3	CWL 2006-BC1
CWL 2004-2	CWL 2005-AB4	CWL 2006-BC2
CWL 2004-3	CWL 2005-AB5	CWL 2006-BC3
CWL 2004-4	CWL 2005-BC1	CWL 2006-BC4
CWL 2004-5	CWL 2005-BC2	CWL 2006-BC5
CWL 2004-6	CWL 2005-BC3	CWL 2006-IM1
CWL 2004-7	CWL 2005-BC4	CWL 2006-QH1
CWL 2004-8	CWL 2005-BC5	CWL 2006-SD1
CWL 2004-9	CWL 2005-IM1	CWL 2006-SD2
CWL 2004-AB1	CWL 2005-IM2	CWL 2006-SD3
CWL 2004-AB2	CWL 2005-IM3	CWL 2006-SD4
CWL 2004-BC2	CWL 2005-SD1	CWL 2006-SPS1
CWL 2004-BC3	CWL 2005-SD2	CWL 2006-SPS2
CWL 2004-BC4	CWL 2005-SD3	CWL 2007-1
CWL 2004-BC5	CWL 2006-1	CWL 2007-10
CWL 2004-ECC1	CWL 2006-10	CWL 2007-11
CWL 2004-ECC2	CWL 2006-11	CWL 2007-12
CWL 2004-S1	CWL 2006-13	CWL 2007-13
CWL 2004-SD2	CWL 2006-14	CWL 2007-2
CWL 2004-SD3	CWL 2006-15	CWL 2007-3
CWL 2004-SD4	CWL 2006-16	CWL 2007-4
CWL 2005-1	CWL 2006-17	CWL 2007-5
CWL 2005-10	CWL 2006-18	CWL 2007-6
CWL 2005-11	CWL 2006-19	CWL 2007-7
CWL 2005-12	CWL 2006-2	CWL 2007-8
CWL 2005-13	CWL 2006-20	CWL 2007-9
CWL 2005-14	CWL 2006-21	CWL 2007-BC1
CWL 2005-15	CWL 2006-22	CWL 2007-BC2
CWL 2005-16	CWL 2006-23	CWL 2007-BC3
CWL 2005-17	CWL 2006-24	CWL 2007-SD1
CWL 2005-2	CWL 2006-25	CWL 2007-SEA1
CWL 2005-3	CWL 2006-26	CWL 2007-SEA2
CWL 2005-4	CWL 2006-3	
CWL 2005-5	CWL 2006-4	
CWL 2005-6	CWL 2006-5	
CWL 2005-7	CWL 2006-6	
CWL 2005-8	CWL 2006-7	
CWL 2005-9	CWL 2006-8	
CWL 2005-AB1	CWL 2006-9	
CWL 2005-AB2	CWL 2006-ABC1	

Exhibit 2
18 Remaining Trusts

CWALT 2005-61
CWALT 2005-69
CWALT 2005-72
CWALT 2005-76
CWALT 2005-IM1
CWALT 2006-OA10
CWALT 2006-OA14
CWALT 2006-OA3
CWALT 2006-OA7
CWALT 2006-OA8
CWALT 2007-OA10
CWALT 2007-OA2
CWALT 2007-OA3
CWALT 2007-OA8
CWHL 2006-3
CWHL 2006-OA4
CWHL 2006-OA5
CWL 2006-12

Exhibit 3
157 OC Initial Release Trusts

CWALT 2004-6CB	CWL 2004-1	CWL 2005-7	CWL 2006-6
CWALT 2004-8CB	CWL 2004-10	CWL 2005-8	CWL 2006-7
CWALT 2004-J13	CWL 2004-11	CWL 2005-9	CWL 2006-8
CWALT 2004-J4	CWL 2004-12	CWL 2005-AB1	CWL 2006-9
CWALT 2004-J5	CWL 2004-13	CWL 2005-AB2	CWL 2006-ABC1
CWALT 2004-J7	CWL 2004-14	CWL 2005-AB3	CWL 2006-BC1
CWALT 2004-J9	CWL 2004-15	CWL 2005-AB4	CWL 2006-BC2
CWALT 2005-AR1	CWL 2004-2	CWL 2005-AB5	CWL 2006-BC3
CWALT 2005-J12	CWL 2004-3	CWL 2005-BC1	CWL 2006-BC4
CWALT 2005-J4	CWL 2004-4	CWL 2005-BC2	CWL 2006-BC5
CWALT 2006-HY11	CWL 2004-5	CWL 2005-BC3	CWL 2006-IM1
CWALT 2006-OA11	CWL 2004-6	CWL 2005-BC4	CWL 2006-QH1
CWALT 2006-OA16	CWL 2004-7	CWL 2005-BC5	CWL 2006-SD1
CWALT 2006-OA18	CWL 2004-8	CWL 2005-IM1	CWL 2006-SD2
CWALT 2006-OA22	CWL 2004-9	CWL 2005-IM2	CWL 2006-SD3
CWALT 2006-OA6	CWL 2004-AB1	CWL 2005-IM3	CWL 2006-SD4
CWALT 2006-OC1	CWL 2004-AB2	CWL 2005-SD1	CWL 2006-SPS1
CWALT 2006-OC10	CWL 2004-BC2	CWL 2005-SD2	CWL 2006-SPS2
CWALT 2006-OC11	CWL 2004-BC3	CWL 2005-SD3	CWL 2007-1
CWALT 2006-OC2	CWL 2004-BC4	CWL 2006-1	CWL 2007-10
CWALT 2006-OC3	CWL 2004-BC5	CWL 2006-10	CWL 2007-11
CWALT 2006-OC4	CWL 2004-ECC1	CWL 2006-11	CWL 2007-12
CWALT 2006-OC5	CWL 2004-ECC2	CWL 2006-13	CWL 2007-13
CWALT 2006-OC6	CWL 2004-SD2	CWL 2006-14	CWL 2007-2
CWALT 2006-OC7	CWL 2004-SD3	CWL 2006-15	CWL 2007-3
CWALT 2006-OC8	CWL 2004-SD4	CWL 2006-16	CWL 2007-4
CWALT 2006-OC9	CWL 2005-1	CWL 2006-17	CWL 2007-5
CWALT 2007-HY3	CWL 2005-10	CWL 2006-18	CWL 2007-6
CWALT 2007-HY6	CWL 2005-11	CWL 2006-19	CWL 2007-7
CWALT 2007-HY7C	CWL 2005-12	CWL 2006-2	CWL 2007-8
CWALT 2007-HY8C	CWL 2005-13	CWL 2006-20	CWL 2007-9
CWALT 2007-HY9	CWL 2005-14	CWL 2006-21	CWL 2007-BC1
CWALT 2007-J1	CWL 2005-15	CWL 2006-22	CWL 2007-BC2
CWALT 2007-OA4	CWL 2005-16	CWL 2006-23	CWL 2007-BC3
CWALT 2007-OA6	CWL 2005-17	CWL 2006-24	CWL 2007-SD1
CWALT 2007-OA7	CWL 2005-2	CWL 2006-25	CWL 2007-SEA1
CWALT 2007-OH2	CWL 2005-3	CWL 2006-26	CWL 2007-SEA2
CWALT 2007-OH3	CWL 2005-4	CWL 2006-3	
CWHEL 2006-A	CWL 2005-5	CWL 2006-4	
CWHEL 2007-G	CWL 2005-6	CWL 2006-5	

Exhibit B to Trustee's Notice of Counter-Settlement

***Trustee's Form of Judgment Marked
to Show Proposed Changes from the Initial
Release Trust Respondents' Initial Proposal
of March 31, 2016***

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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In the Matter of the Application of : Index No. 150973/2016
IAS Part 39
THE BANK OF NEW YORK MELLON, in its Capacity : Justice Scarpulla
as Trustee or Indenture Trustee of 530 Countrywide
Residential Mortgage-Backed Securitization Trusts, : Mot. Seq. 001

Petitioner, : **[TRUSTEE'S**
COUNTER-PROPOSED]
For Judicial Instructions under CPLR Article 77 on the : **SEVERANCE ORDER**
Distribution of a Settlement Payment. : **AND PARTIAL FINAL**
: **JUDGMENT**

x

APPEARANCES:

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Attorneys for Respondents American International Group, Inc., AIG Financial Products Corp.; AIG Property Casualty Company; American General Life Insurance Company; American Home Assurance Company; American International Reinsurance Company, Ltd.; Commerce and Industry Insurance Company; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburgh, PA; The United States Life Insurance Company in the City of New York; and The Variable Annuity Life Insurance Company (“AIG”)

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Attorneys for Respondents Triaxx Prime CDO 2006-1, Ltd., Triaxx Prime CDO 2006-2, Ltd., and Triaxx Prime CDO 2007-1, Ltd. (“Triaxx”)

WOLLMUTH MAHER & DEUTSCH LLP (Michael C. Ledley, of counsel) and PERRY, JOHNSON, ANDERSON, MILLER & MOSKOWITZ LLP (Isaac M. Gradman, pro hac vice, of counsel)
Attorneys for TIG Securitized Asset Master Fund LP

WHEREAS, the Trustee commenced this proceeding under CPLR Article 77 to obtain judicial instructions on the distribution of a settlement payment in the amount of \$8.5 billion (the “Settlement Payment”) to which it had become entitled in its capacity as trustee

or indenture trustee of the 530 residential mortgage-backed securities trusts (the “Covered Trusts”) specified in Exhibit A to the Verified Petition herein under a settlement agreement dated June 28, 2011 (the “Settlement Agreement”); and,

WHEREAS, under the Settlement Agreement, each Covered Trust has been assigned an “Allocable Share” of the overall Settlement Payment; and,

WHEREAS, by Order to Show Cause dated February 5, 2016 (the “February 5 Order”) the Court directed that the Trustee serve the Verified Petition and certain other materials on investors (“Certificateholders”) in the Covered Trusts and certain other persons, and directed that interested persons answer the Verified Petition by March 4, 2016; and,

WHEREAS, the February 5 Order authorized and directed the Trustee to place the Settlement Payment in escrow with The Bank of New York Mellon as escrow agent; and,

WHEREAS, the Court has been advised that the escrow provisions of the February 5 Order have been complied with and that the Settlement Payment and earnings thereon (together, the “Escrow Estate”) are currently invested as directed in the February 5 Order; and,

WHEREAS, as used herein the term “Initial Release Trusts” means the ~~515~~512 Covered Trusts identified in Exhibit 1 hereto and the term “Remaining Trusts” means the ~~fifteen~~eighteen Covered Trusts identified in Exhibit 2 hereto; and,

WHEREAS, no answer to the Verified Petition claiming an interest in the Initial Release Trusts has been filed except for answers of the Blue Mountain, Center Court,

Freddie Mac, Institutional Investor Group, AIG, and Triaxx Respondents identified above (the “Initial Release Trust Respondents”)¹; and,

WHEREAS, at a scheduled conference herein on the record in open court on March 15, 2016, counsel for the Initial Release Trust Respondents stipulated to and requested the entry of judgment in the terms hereof to resolve this proceeding fully and finally in respect of the Initial Release Trusts. The Court directed that the proposed order and judgment be served with notice of settlement under Unif. R. 202.48(a) returnable before the Court on May 6, 2016, at 9:30 A.M. The Court further directed that counterproposals, returnable at the same date and time, be served with any supporting memoranda by April 28, 2016. The Trustee by counsel agreed to disseminate the Initial Release Trust Respondents’ Unif. R. 202.48(a) notice of proposed order and judgment through the Depository Trust Company (“DTC”) and to post it to its investor-reporting website and to the settlement website, cwrmbssettlement.com; and,

WHEREAS, the Initial Release Trust Respondents’ Unif. R. 202.48(a) Notice of Proposed Severance Order and Partial Final Judgment was filed on the Court’s electronic filing system on March 31, ~~2016 (CEF # _____)~~, and [2016 \(CEF #66\)](#); [the Trustee’s Notice of Counter-Settlement was filed April 29, 2016 \(CEF # _____\)](#); and, by letter dated ~~April _____, 2016 (CEF # _____)~~ [May _____, 2016 \(CEF # _____\)](#), the Trustee’s counsel has advised the Court that the Trustee has ~~discharged its undertakings in respect of~~ [disseminated both the initial Notice of Proposed Severance Order and Partial Final Judgment and the Notice of Counter-Settlement via the](#) DTC and the investor-reporting and settlement websites; and,

¹ Prosir and Tilden [Park](#) stated in their Verified Answer that they may hold certificates in certain of the Initial Release Trusts. (~~Dkt. No. 31~~ [CEF #31](#), at ¶ 1.) In their response (~~Dkt.~~

WHEREAS, as used herein, the term “Judgment Entry Date” means the date on which the Clerk’s docketing of this Severance Order and Partial Final Judgment first appears publicly on the New York State Court Electronic Filing System, without regard to when the Court actually signs or the Clerk actually enters this Severance Order and Partial Final Judgment; and,

WHEREAS, as used herein the term “Transfer Month” means the month of the Judgment Entry Date if the Judgment Entry Date is on or before the ~~fourth~~twentieth calendar date of that month, and otherwise the month immediately following; and,

WHEREAS, as used herein, the term “Transfer Target Date” means the ~~thirteenth~~first day of month immediately following the Transfer Month; and,

WHEREAS, as used herein, the term “AS Distribution Date” means, for each Initial Release Trust, that trust’s next distribution date following the Transfer Target Date; and,

WHEREAS, as used herein, the term “Overcollateralization Amount” encompasses the following terms: “Overcollateralized Amount”, “Overcollateralization Amount”, “Excess Overcollateralization Amount”, “Overcollateralization Deficiency Amount”, “Overcollateralization Reduction Amount”, including such terms that refer to a particular loan group or collateral type.

NOW, THEREFORE, on the joint motion of Wollmuth Maher & Deutsch LLP, attorneys for Blue Mountain; McKool Smith, P.C., attorneys for Center Court; Holwell Shuster & Goldberg LLP, attorneys for Freddie Mac; Warner Partners, P.C. and Gibbs & Bruns LLP, attorneys for the Institutional Investor Group; Quinn Emanuel Urquhart & Sullivan, LLP, attorneys for AIG; Miller & Wrubel P.C., attorneys for Triaxx; and Boies,

Schiller & Flexner LLP, attorneys for Prosirris and Tilden Park, and on the papers, pleadings, and motions filed herein, it is [hereby](#)

ORDERED, pursuant to CPLR 407 and 5012, that all issues concerning the Initial Release Trusts are severed for full and final resolution hereby, with proceedings concerning the Remaining Trusts to continue according to law; and it is [further](#)

ORDERED that this Severance Order and Partial Final Judgment is rendered without prejudice to the claims, contentions or defenses of any party in respect of the Remaining Trusts. Without limiting the generality of the immediately previous sentence, this Severance Order and Partial Final Judgment will in no way represent the law of the case as to, or otherwise be deemed to resolve any issue pertaining to, the Remaining Trusts; and it is further

ORDERED, ADJUDGED and DECREED that, no later than the Transfer Target Date, the Trustee is to convert to a cash sum (the “Available Escrow Liquidation Proceeds”) that percentage of the entire Escrow Estate that equals the percentage of \$8.5 billion represented by the sum of the Allocable Shares of all Initial Release Trusts; and it is further

ORDERED, ADJUDGED and DECREED that, on or before the Transfer Target Date, the Trustee is to deposit in the distribution account or payment account, as applicable, for each Initial Release Trust that Initial Release Trust’s Allocable Share plus its proportional share of the amount by which the Available Escrow Liquidation Proceeds exceeds the sum of the Allocable Shares of all Initial Release Trusts (i.e., that Initial Release Trust’s proportional share of interest paid as of the time of the deposit). From the time of that deposit, the amount so deposited for each Initial Release Trust will be treated as that

that they hold an interest in approximately 100 of the Initial Release Trusts.

Initial Release Trust's Allocable Share for all purposes under the Settlement Agreement; and it is further

ORDERED, ADJUDGED and DECREED that sums representing interest on the Allocable Shares of the Initial Release Trusts not received by the Trustee at the time of the deposits directed by the immediately preceding paragraph are to be allocated on receipt by the Trustee proportionally among the Initial Release Trusts and distributed within each Initial Release Trust in the manner the Settlement Agreement, the relevant Governing Agreements and this Severance Order and Partial Final Judgment provide for distribution of Allocable Shares; and it is further

ORDERED, ADJUDGED and DECREED that the Trustee shall distribute each Initial Release Trust's Allocable Share on that trust's ~~next distribution date following the Transfer Target~~AS Distribution Date; and it is further

ORDERED, ADJUDGED and DECREED that in distributing the Allocable Shares of the Initial Release Trusts to Certificateholders in those Trusts, the Trustee shall adhere to Section 3(d) of the Settlement Agreement, including the order of operations specified in Subsections 3(d)(i) and 3(d)(ii). ~~In addition~~ therein, except that in distributing the Allocable Share of CWALT 2005-66, the order of operations is moot, because there have been no write-downs to which Subsection 3(d)(ii) of the Settlement Agreement could apply; and it is further

ORDERED, ADJUDGED and DECREED that, for the Initial Release Trusts set forth on Exhibit 3, the Trustee, in distributing the Allocable ~~Shares, shall calculate~~

~~overcollateralization amounts² that contain any reference to an aggregate certificate principal balance that is modified by the effect of an amount to be distributed to include~~ Share of each such trust, shall (a) for purposes of determining the principal distribution amount and the excess cashflow (if any) for such trust's AS Distribution Date calculate the Overcollateralization Amount in a manner that accounts for both the pay down of certificate balances and the write up of certificate balances in ~~the amount of subsequent recoveries associated with such amount, and shall~~ an amount equal to such trust's Allocable Share plus any ordinary Subsequent Recoveries distributable on that trust's AS Distribution Date (provided, however, that the write-up amount cannot exceed the trust's unpaid realized losses as of such AS Distribution Date); and, (b) not measure such ~~overcollateralization amounts~~ Overcollateralization Amount during the distribution between the pay down and write up steps as described in paragraph 26 of the Verified ~~Petition at Paragraph 26~~; and it is further

ORDERED, ADJUDGED and DECREED that all persons claiming rights in any of the Initial Release Trusts are forever barred from asserting any claims against the Trustee with respect to the Trustee's implementation of the instructions contained in this Severance Order and Partial Final Judgment, so long as such implementation is in accordance with this Severance Order and Partial Final Judgment and, to the extent not expressly addressed by this Severance Order and Partial Final Judgment, the requirements of the Settlement Agreement and relevant Governing Agreements; and it is further

~~² Overcollateralization amounts include such terms as "Overcollateralized Amount", "Overcollateralization Amount", "Excess Overcollateralization Amount", "Overcollateralization Deficiency Amount", "Overcollateralization Reduction Amount", and any similar terms in the Governing Agreements related to overcollateralization, including those that refer to a particular loan group or collateral type.~~

ORDERED, ADJUDGED and DECREED that the Court shall retain exclusive jurisdiction to render such additional instructions as may be necessary or appropriate in the administration of the Initial Release Trusts; and it is further

ORDERED, ADJUDGED and DECREED that no party may have costs or disbursements of this proceeding insofar as it concerned the Initial Release Trusts; and it is further

ORDERED that the Clerk of New York County be, and he hereby is, directed to enter this Severance Order and Partial Final Judgment as a judgment forthwith and without delay.

Dated: New York, New York
_____, 2016

Hon. Saliann Scarpulla. J.S.C.

Judgment signed and entered this _____ day of _____ 2016.

Clerk of New York County

Exhibit 1

512-515 Initial Release Trusts

CWALT 2004-10CB	CWALT 2004-J8	CWALT 2005-47CB	CWALT 2005-J11	CWALT 2006-41CB
CWALT 2004-12CB	CWALT 2004-J9	CWALT 2005-48T1	CWALT 2005-J12	CWALT 2006-42
CWALT 2004-13CB	CWALT 2005-10CB	CWALT 2005-49CB	CWALT 2005-J13	CWALT 2006-43CB
CWALT 2004-14T2	CWALT 2005-11CB	CWALT 2005-50CB	CWALT 2005-J14	CWALT 2006-45T1
CWALT 2004-15	CWALT 2005-13CB	CWALT 2005-51	CWALT 2005-J2	CWALT 2006-46
CWALT 2004-16CB	CWALT 2005-14	CWALT 2005-52CB	CWALT 2005-J3	CWALT 2006-4CB
CWALT 2004-17CB	CWALT 2005-16	CWALT 2005-53T2	CWALT 2005-J4	CWALT 2006-5T2
CWALT 2004-18CB	CWALT 2005-17	CWALT 2005-54CB	CWALT 2005-J5	CWALT 2006-6CB
CWALT 2004-20T1	CWALT 2005-18CB	CWALT 2005-55CB	CWALT 2005-J6	CWALT 2006-7CB
CWALT 2004-22CB	CWALT 2005-19CB	CWALT 2005-56	CWALT 2005-J7	CWALT 2006-8T1
CWALT 2004-24CB	CWALT 2005-1CB	CWALT 2005-57CB	CWALT 2005-J8	CWALT 2006-9T1
CWALT 2004-25CB	CWALT 2005-2	CWALT 2005-58	CWALT 2005-J9	CWALT 2006-HY10
CWALT 2004-26T1	CWALT 2005-20CB	CWALT 2005-59	CWALT 2006-11CB	CWALT 2006-HY11
CWALT 2004-27CB	CWALT 2005-21CB	CWALT 2005-60T1	CWALT 2006-12CB	CWALT 2006-HY12
CWALT 2004-28CB	CWALT 2005-22T1	CWALT 2005-62	CWALT 2006-13T1	CWALT 2006-HY13
CWALT 2004-29CB	CWALT 2005-23CB	CWALT 2005-63	CWALT 2006-14CB	CWALT 2006-HY3
CWALT 2004-2CB	CWALT 2005-24	CWALT 2005-64CB	CWALT 2006-15CB	CWALT 2006-J1
CWALT 2004-30CB	CWALT 2005-25T1	CWALT 2005-65CB	CWALT 2006-16CB	CWALT 2006-J2
CWALT 2004-32CB	CWALT 2005-26CB	CWALT 2005-66	CWALT 2006-17T1	CWALT 2006-J3
CWALT 2004-33	CWALT 2005-27	CWALT 2005-67CB	CWALT 2006-18CB	CWALT 2006-J4
CWALT 2004-34T1	CWALT 2005-28CB	CWALT 2005-6CB	CWALT 2006-19CB	CWALT 2006-J5
CWALT 2004-35T2	CWALT 2005-29CB	CWALT 2005-70CB	CWALT 2006-20CB	CWALT 2006-J6
CWALT 2004-36CB	CWALT 2005-30CB	CWALT 2005-71	CWALT 2006-21CB	CWALT 2006-J7
CWALT 2004-3T1	CWALT 2005-31	CWALT 2005-73CB	CWALT 2006-23CB	CWALT 2006-J8
CWALT 2004-4CB	CWALT 2005-32T1	CWALT 2005-74T1	CWALT 2006-24CB	CWALT 2006-OA1
CWALT 2004-5CB	CWALT 2005-33CB	CWALT 2005-75CB	CWALT 2006-25CB	CWALT 2006-OA11
CWALT 2004-6CB	CWALT 2005-34CB	CWALT 2005-77T1	CWALT 2006-26CB	CWALT 2006-OA12
CWALT 2004-7T1	CWALT 2005-35CB	CWALT 2005-79CB	CWALT 2006-27CB	CWALT 2006-OA16
CWALT 2004-8CB	CWALT 2005-36	CWALT 2005-7CB	CWALT 2006-28CB	CWALT 2006-OA17
CWALT 2004-9T1	CWALT 2005-37T1	CWALT 2005-80CB	CWALT 2006-29T1	CWALT 2006-OA18
CWALT 2004-J10	CWALT 2005-38	CWALT 2005-81	CWALT 2006-2CB	CWALT 2006-OA19
CWALT 2004-J11	CWALT 2005-3CB	CWALT 2005-82	CWALT 2006-30T1	CWALT 2006-OA2
CWALT 2004-J12	CWALT 2005-4	CWALT 2005-83CB	CWALT 2006-31CB	CWALT 2006-OA21
CWALT 2004-J13	CWALT 2005-40CB	CWALT 2005-84	CWALT 2006-32CB	CWALT 2006-OA22
CWALT 2004-J2	CWALT 2005-41	CWALT 2005-85CB	CWALT 2006-33CB	CWALT 2006-OA6
CWALT 2004-J3	CWALT 2005-42CB	CWALT 2005-86CB	CWALT 2006-34	CWALT 2006-OA9
CWALT 2004-J4	CWALT 2005-43	CWALT 2005-9CB	CWALT 2006-35CB	CWALT 2006-OC1
CWALT 2004-J5	CWALT 2005-44	CWALT 2005-AR1	CWALT 2006-36T2	CWALT 2006-OC10
CWALT 2004-J6	CWALT 2005-45	CWALT 2005-J1	CWALT 2006-39CB	CWALT 2006-OC11
CWALT 2004-J7	CWALT 2005-46CB	CWALT 2005-J10	CWALT 2006-40T1	CWALT 2006-OC2

Exhibit 1

512 515 Initial Release Trusts

CWALT 2006-OC3	CWALT 2007-J1	CWHL 2004-HYB3	CWHL 2005-6	CWHL 2006-J3
CWALT 2006-OC4	CWALT 2007-J2	CWHL 2004-HYB4	CWHL 2005-7	CWHL 2006-J4
CWALT 2006-OC5	CWALT 2007-OA10	CWHL 2004-HYB5	CWHL 2005-9	CWHL 2006-OA4
CWALT 2006-OC6	CWALT 2007-OA11	CWHL 2004-HYB6	CWHL 2005-HY10	CWHL 2006-TM1
CWALT 2006-OC7	CWALT 2007-OA2	CWHL 2004-HYB7	CWHL 2005-HYB1	CWHL 2007-1
CWALT 2006-OC8	CWALT 2007-OA4	CWHL 2004-HYB8	CWHL 2005-HYB2	CWHL 2007-10
CWALT 2006-OC9	CWALT 2007-OA6	CWHL 2004-HYB9	CWHL 2005-HYB3	CWHL 2007-11
CWALT 2007-10CB	CWALT 2007-OA7	CWHL 2004-J2	CWHL 2005-HYB4	CWHL 2007-12
CWALT 2007-11T1	CWALT 2007-OA9	CWHL 2004-J3	CWHL 2005-HYB5	CWHL 2007-13
CWALT 2007-12T1	CWALT 2007-OH1	CWHL 2004-J4	CWHL 2005-HYB6	CWHL 2007-14
CWALT 2007-13	CWALT 2007-OH2	CWHL 2004-J5	CWHL 2005-HYB7	CWHL 2007-15
CWALT 2007-14T2	CWALT 2007-OH3	CWHL 2004-J6	CWHL 2005-HYB8	CWHL 2007-16
CWALT 2007-15CB	CWHEL 2006-A	CWHL 2004-J7	CWHL 2005-HYB9	CWHL 2007-17
CWALT 2007-16CB	CWHEL 2007-G	CWHL 2004-J8	CWHL 2005-J1	CWHL 2007-18
CWALT 2007-17CB	CWHL 2004-10	CWHL 2004-J9	CWHL 2005-J2	CWHL 2007-19
CWALT 2007-18CB	CWHL 2004-11	CWHL 2005-1	CWHL 2005-J3	CWHL 2007-2
CWALT 2007-19	CWHL 2004-12	CWHL 2005-10	CWHL 2005-J4	CWHL 2007-20
CWALT 2007-1T1	CWHL 2004-13	CWHL 2005-11	CWHL 2006-1	CWHL 2007-21
CWALT 2007-20	CWHL 2004-14	CWHL 2005-12	CWHL 2006-10	CWHL 2007-3
CWALT 2007-21CB	CWHL 2004-15	CWHL 2005-13	CWHL 2006-11	CWHL 2007-4
CWALT 2007-22	CWHL 2004-16	CWHL 2005-14	CWHL 2006-12	CWHL 2007-5
CWALT 2007-23CB	CWHL 2004-18	CWHL 2005-15	CWHL 2006-13	CWHL 2007-6
CWALT 2007-24	CWHL 2004-19	CWHL 2005-16	CWHL 2006-14	CWHL 2007-7
CWALT 2007-25	CWHL 2004-2	CWHL 2005-17	CWHL 2006-15	CWHL 2007-8
CWALT 2007-2CB	CWHL 2004-20	CWHL 2005-18	CWHL 2006-16	CWHL 2007-9
CWALT 2007-3T1	CWHL 2004-21	CWHL 2005-2	CWHL 2006-17	CWHL 2007-HY1
CWALT 2007-4CB	CWHL 2004-22	CWHL 2005-20	CWHL 2006-18	CWHL 2007-HY3
CWALT 2007-5CB	CWHL 2004-23	CWHL 2005-21	CWHL 2006-19	CWHL 2007-HY4
CWALT 2007-6	CWHL 2004-24	CWHL 2005-22	CWHL 2006-20	CWHL 2007-HY5
CWALT 2007-7T2	CWHL 2004-25	CWHL 2005-23	CWHL 2006-21	CWHL 2007-HY6
CWALT 2007-8CB	CWHL 2004-29	CWHL 2005-24	CWHL 2006-6	CWHL 2007-HY7
CWALT 2007-9T1	CWHL 2004-3	CWHL 2005-25	CWHL 2006-8	CWHL 2007-HYB1
CWALT 2007-AL1	CWHL 2004-4	CWHL 2005-26	CWHL 2006-9	CWHL 2007-HYB2
CWALT 2007-HY2	CWHL 2004-5	CWHL 2005-27	CWHL 2006-HYB1	CWHL 2007-J1
CWALT 2007-HY3	CWHL 2004-6	CWHL 2005-28	CWHL 2006-HYB2	CWHL 2007-J2
CWALT 2007-HY4	CWHL 2004-7	CWHL 2005-29	CWHL 2006-HYB3	CWHL 2007-J3
CWALT 2007-HY6	CWHL 2004-8	CWHL 2005-3	CWHL 2006-HYB4	CWHL 2008-1
CWALT 2007-HY7C	CWHL 2004-9	CWHL 2005-30	CWHL 2006-HYB5	CWL 2004-1
CWALT 2007-HY8C	CWHL 2004-HYB1	CWHL 2005-31	CWHL 2006-J1	CWL 2004-10
CWALT 2007-HY9	CWHL 2004-HYB2	CWHL 2005-5	CWHL 2006-J2	CWL 2004-11

Exhibit 1

512 515 Initial Release Trusts

CWL 2004-12	CWL 2005-9	CWL 2006-8
CWL 2004-13	CWL 2005-AB1	CWL 2006-9
CWL 2004-14	CWL 2005-AB2	CWL 2006-ABC1
CWL 2004-15	CWL 2005-AB3	CWL 2006-BC1
CWL 2004-2	CWL 2005-AB4	CWL 2006-BC2
CWL 2004-3	CWL 2005-AB5	CWL 2006-BC3
CWL 2004-4	CWL 2005-BC1	CWL 2006-BC4
CWL 2004-5	CWL 2005-BC2	CWL 2006-BC5
CWL 2004-6	CWL 2005-BC3	CWL 2006-IM1
CWL 2004-7	CWL 2005-BC4	CWL 2006-QH1
CWL 2004-8	CWL 2005-BC5	CWL 2006-SD1
CWL 2004-9	CWL 2005-IM1	CWL 2006-SD2
CWL 2004-AB1	CWL 2005-IM2	CWL 2006-SD3
CWL 2004-AB2	CWL 2005-IM3	CWL 2006-SD4
CWL 2004-BC2	CWL 2005-SD1	CWL 2006-SPS1
CWL 2004-BC3	CWL 2005-SD2	CWL 2006-SPS2
CWL 2004-BC4	CWL 2005-SD3	CWL 2007-1
CWL 2004-BC5	CWL 2006-1	CWL 2007-10
CWL 2004-ECC1	CWL 2006-10	CWL 2007-11
CWL 2004-ECC2	CWL 2006-11	CWL 2007-12
CWL 2004-S1	CWL 2006-13	CWL 2007-13
CWL 2004-SD2	CWL 2006-14	CWL 2007-2
CWL 2004-SD3	CWL 2006-15	CWL 2007-3
CWL 2004-SD4	CWL 2006-16	CWL 2007-4
CWL 2005-1	CWL 2006-17	CWL 2007-5
CWL 2005-10	CWL 2006-18	CWL 2007-6
CWL 2005-11	CWL 2006-19	CWL 2007-7
CWL 2005-12	CWL 2006-2	CWL 2007-8
CWL 2005-13	CWL 2006-20	CWL 2007-9
CWL 2005-14	CWL 2006-21	CWL 2007-BC1
CWL 2005-15	CWL 2006-22	CWL 2007-BC2
CWL 2005-16	CWL 2006-23	CWL 2007-BC3
CWL 2005-17	CWL 2006-24	CWL 2007-SD1
CWL 2005-2	CWL 2006-25	CWL 2007-SEA1
CWL 2005-3	CWL 2006-26	CWL 2007-SEA2
CWL 2005-4	CWL 2006-3	
CWL 2005-5	CWL 2006-4	
CWL 2005-6	CWL 2006-5	
CWL 2005-7	CWL 2006-6	
CWL 2005-8	CWL 2006-7	

Exhibit 2
~~15~~18 Remaining Trusts

CWALT 2005-61
CWALT 2005-69
CWALT 2005-72
CWALT 2005-76
CWALT 2005-IM1
CWALT 2006-OA10
CWALT 2006-OA14
CWALT 2006-OA3
CWALT 2006-OA7
CWALT 2006-OA8
CWALT 2007-OA10
CWALT 2007-OA2
CWALT 2007-OA3
CWALT 2007-OA8
CWHL 2006-3
CWHL 2006-OA4
CWHL 2006-OA5
CWL 2006-12

Exhibit 3

160 OC Initial Release Trusts

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CWALT 2004-6CB	CWHEL 2006-A	CWL 2005-4	CWL 2006-3
CWALT 2004-8CB	CWHEL 2007-G	CWL 2005-5	CWL 2006-4
CWALT 2004-J13	CWHL 2006-OA4	CWL 2005-6	CWL 2006-5
CWALT 2004-J4	CWL 2004-1	CWL 2005-7	CWL 2006-6
CWALT 2004-J5	CWL 2004-10	CWL 2005-8	CWL 2006-7
CWALT 2004-J7	CWL 2004-11	CWL 2005-9	CWL 2006-8
CWALT 2004-J9	CWL 2004-12	CWL 2005-AB1	CWL 2006-9
CWALT 2005-AR1	CWL 2004-13	CWL 2005-AB2	CWL 2006-ABC1
CWALT 2005-J12	CWL 2004-14	CWL 2005-AB3	CWL 2006-BC1
CWALT 2005-J4	CWL 2004-15	CWL 2005-AB4	CWL 2006-BC2
CWALT 2006-HY11	CWL 2004-2	CWL 2005-AB5	CWL 2006-BC3
CWALT 2006-OA11	CWL 2004-3	CWL 2005-BC1	CWL 2006-BC4
CWALT 2006-OA16	CWL 2004-4	CWL 2005-BC2	CWL 2006-BC5
CWALT 2006-OA18	CWL 2004-5	CWL 2005-BC3	CWL 2006-IM1
CWALT 2006-OA22	CWL 2004-6	CWL 2005-BC4	CWL 2006-QH1
CWALT 2006-OA6	CWL 2004-7	CWL 2005-BC5	CWL 2006-SD1
CWALT 2006-OC1	CWL 2004-8	CWL 2005-IM1	CWL 2006-SD2
CWALT 2006-OC10	CWL 2004-9	CWL 2005-IM2	CWL 2006-SD3
CWALT 2006-OC11	CWL 2004-AB1	CWL 2005-IM3	CWL 2006-SD4
CWALT 2006-OC2	CWL 2004-AB2	CWL 2005-SD1	CWL 2006-SPS1
CWALT 2006-OC3	CWL 2004-BC2	CWL 2005-SD2	CWL 2006-SPS2
CWALT 2006-OC4	CWL 2004-BC3	CWL 2005-SD3	CWL 2007-1
CWALT 2006-OC5	CWL 2004-BC4	CWL 2006-1	CWL 2007-10
CWALT 2006-OC6	CWL 2004-BC5	CWL 2006-10	CWL 2007-11
CWALT 2006-OC7	CWL 2004-ECC1	CWL 2006-11	CWL 2007-12
CWALT 2006-OC8	CWL 2004-ECC2	CWL 2006-13	CWL 2007-13
CWALT 2006-OC9	CWL 2004-SD2	CWL 2006-14	CWL 2007-2
CWALT 2007-HY3	CWL 2004-SD3	CWL 2006-15	CWL 2007-3
CWALT 2007-HY6	CWL 2004-SD4	CWL 2006-16	CWL 2007-4
CWALT 2007-HY7C	CWL 2005-1	CWL 2006-17	CWL 2007-5
CWALT 2007-HY8C	CWL 2005-10	CWL 2006-18	CWL 2007-6
CWALT 2007-HY9	CWL 2005-11	CWL 2006-19	CWL 2007-7
CWALT 2007-J1	CWL 2005-12	CWL 2006-2	CWL 2007-8
CWALT 2007-OA10	CWL 2005-13	CWL 2006-20	CWL 2007-9
CWALT 2007-OA2	CWL 2005-14	CWL 2006-21	CWL 2007-BC1
CWALT 2007-OA4	CWL 2005-15	CWL 2006-22	CWL 2007-BC2
CWALT 2007-OA6	CWL 2005-16	CWL 2006-23	CWL 2007-BC3
CWALT 2007-OA7	CWL 2005-17	CWL 2006-24	CWL 2007-SD1
CWALT 2007-OH2	CWL 2005-2	CWL 2006-25	CWL 2007-SEA1
CWALT 2007-OH3	CWL 2005-3	CWL 2006-26	CWL 2007-SEA2