

EXHIBIT D

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

In the matter of the application of

U.S. BANK NATIONAL ASSOCIATION, THE BANK OF NEW YORK MELLON, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., WILMINGTON TRUST, NATIONAL ASSOCIATION, LAW DEBENTURE TRUST COMPANY OF NEW YORK, WELLS FARGO BANK, NATIONAL ASSOCIATION, HSBC BANK USA, N.A., and DEUTSCHE BANK NATIONAL TRUST COMPANY (as Trustees under various Pooling and Servicing Agreements and Indenture Trustees under various Indentures),

Petitioners,

for an order, pursuant to CPLR § 7701, seeking judicial instruction.

Index No. 652382/2014

Friedman, J.

SECOND SET OF INTERROGATORIES TO PETITIONERS-TRUSTEES

PLEASE TAKE NOTICE THAT, pursuant to Article 31 of the CPLR, U.S. Bank National Association, The Bank of New York Mellon, The Bank of New York Mellon Trust Company, N.A., Wilmington Trust, National Association, Law Debenture Trust Company of New York, Wells Fargo Bank, National Association, HSBC Bank USA, N.A., and Deutsche Bank National Trust Company (collectively “Petitioners” or “Trustees”) are required to answer the following Interrogatories fully and in writing, under oath, by serving answers thereto upon the undersigned counsel within 20 days of service.¹

¹ The Intervenor, proposed Intervenor, and Objectors submitting these discovery requests are: the Federal Home Loan Bank of Boston (“FHLB Boston”); the National Credit Union Administration Board as Liquidating Agent for U.S. Central Federal Credit Union, Western Corporate Federal Credit Union, Members United Corporate Federal Credit Union, Southwest Corporate Federal Credit Union and Constitution Corporate Federal Credit Union (“NCUA”); Brevan Howard Credit Catalysts Master Fund Limited and Brevan Howard Credit Value Master Fund (the “DW Funds”); and Triaxx Prime CDO 2006-1, Ltd., Triaxx Prime CDO 2006-2, Ltd., and Triaxx Prime CDO 2007-1, Ltd. (“Triaxx”).

DEFINITIONS & INSTRUCTIONS

1. “You,” “your,” “Trustee,” or “Trustees” means U.S. Bank National Association, The Bank of New York Mellon, The Bank of New York Mellon Trust Company, N.A., Wilmington Trust, National Association, Law Debenture Trust Company of New York, Wells Fargo Bank, National Association, HSBC Bank USA, N.A., and Deutsche Bank National Trust Company, its successors and assigns, including its officers, employees, agents, and/or any person or entity acting on its behalf.

2. “Inside Institutional Investor” means each of: AEGON USA Investment Management, LLC; Bayerische Landesbank, New York Branch; BlackRock Financial Management Inc.; Cascade Investment, L.L.C.; Federal Home Loan Bank of Atlanta; Federal National Mortgage Association and Federal Home Loan Mortgage Corporation; Goldman Sachs Asset Management, L.P.; Voya Investment Management LLC f/k/a ING Investment Management LLC; Invesco Advisers, Inc.; Kore Advisors, L.P.; Landesbank Baden-Wuerttemberg; Metropolitan Life Insurance Company; Pacific Investment Management Company LLC; Sealink Funding Limited, through its investment manager Neuberger Berman Europe Limited; Teachers Insurance and Annuity Association of America; The Prudential Insurance Company of America; The TCW Group, Inc. on behalf of itself and its subsidiaries; Thrivent Financial for Lutherans; and Western Asset Management Company, and each of their successors and assigns, including each of their officers, employees, agents, and/or any person or entity acting on their behalf.

3. “JP Morgan” means JPMorgan Chase & Co., and its successors and assigns, including each of their officers, employees, agents, and/or any person or entity acting on their behalf, including but not limited to their counsel.

4. “Event of Default” means the same as “Event of Default,” as defined in Section 7.01 of the Pooling and Servicing Agreements (“PSA”) that govern the majority of the Covered Trusts.

5. “Certificateholder” means any investor, bondholder, or noteholder in the

330 Trusts at issue in this proceeding, and their successors in interest, assigns, pledgees, and/or transferees.

6. “Notice to Certificateholders” means any notice or contemplated notice to certificateholders of any aspect of the Proposed Settlement or the Settlement Agreement, or any aspect of the process used to reach the Proposed Settlement or Settlement Agreement, whether or not the notice ever reached certificateholders in each of the Covered Trusts.

7. “Opinion of Counsel” means the same as “Opinion of Counsel” as that term is defined in Article I of the Pooling and Servicing Agreements that govern the majority of the Covered Trusts.

8. “JP Morgan Trusts” shall mean the 330 residential mortgage-backed securitization trusts initially encompassed in the Proposed Settlement: the 314 residential mortgage-backed securitization trusts listed on Exhibit A to the First Amended Petition plus the 16 residential mortgage-backed securitization trusts and loan groups identified by the trustees at http://www.rmbstrusteesettlement.com/docs/List_of_Not_Accepting_Trusts_and_Loan_Groups.pdf.

9. “Proposed Settlement” means all terms, provisions, and proposals suggested or considered in the negotiations, discussions, communications, and deliberations that culminated in the Settlement Agreement, whether or not incorporated into the Settlement Agreement.

10. “Repurchase Action” means any case involving claims against an originator, depositor, or seller of a residential mortgage backed security concerning or relating to any alleged breaches of representations and warranties made in connection with the origination, sale, and/or delivery of mortgage loans to a residential mortgage securitization trust, including breaches of any obligation to notify or to cure any such alleged breaches of representations and warranties or to repurchase any mortgage loans in a residential mortgage securitization trust.

11. “Repurchase Request” means any request to repurchase or substitute residential mortgages underlying a residential mortgage backed security due to breaches of representations and warranties made in connection with the origination, sale, and/or delivery of mortgage loans

to a residential mortgage securitization trust, or any request to investigate or initiate action a Repurchase Action.

12. “Servicing Action” means any case involving claims against a servicer of mortgage loans for any JP Morgan Trust (as defined herein) for any alleged breach of the servicer’s obligations under a governing agreement to a residential mortgage securitization trust.

13. “Settlement Agreement” means the settlement agreement among JPMorgan, the Inside Institutional Investors, and the Trustees, dated November 15, 2013, and modified July 29, 2014, which is the subject of the Proceeding.

14. “Settlement Payment” means the same as “Settlement Payment” or “Settlement Consideration and Payment” as those terms are defined in Section 3.01 of the Settlement Agreement.

15. “Settlement Proponents” means JPMorgan, the Inside Institutional Investors, and the Trustees, individually or collectively.

16. “Trustee Expert(s)” means Anthony J. Carpinello, Alan Schwartz, Jeremy E. Reifsnyder, Faten Sabry, and Daniel R. Fischel.

17. The terms “and” and “or” mean and/or and shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

18. “Concerning” means referring to, relating to, describing, offering evidence of, or constituting.

19. “Document” is defined in the broadest possible sense permissible under applicable laws and/or the CPLR, and shall include, but not be limited to, any type of written, typewritten, printed, recorded, computer generated or graphic materials, however produced or stored, calendars, charges, checks, computer files, e-mails, facsimile transmissions, graphs, journals, letters, memoranda, notes, projections, spreadsheets, summaries or records of telephone or in person communications, voice-mail and all other media of electronic storage and

communication. A draft or non-identical copy or copy with marginalia, notes, comments, or annotations of any kind is a separate document within the meaning of this term.

20. In responding to each interrogatory, set forth the language of each interrogatory immediately prior to your response.

21. You are to provide full and complete responses to the following interrogatories, after conducting a diligent and thorough investigation into all information within your possession, custody, and control. If you cannot provide a full and complete response to any interrogatory, you should respond to the interrogatory to the extent possible, specifying the portion of the request you are unable to answer and providing whatever information you have regarding the unanswered portion.

22. Your answers to these interrogatories must be in writing under oath by an officer, director, member, agent or employee of each of the Trustees, pursuant to CPLR § 3133(b).

23. Any response made by reference to documents shall identify by Bates number or litigation document control number each referenced document.

24. If you object to any interrogatory on the ground of attorney-client privilege or attorney work product, or for any other reason, for each objection, state the basis for withholding the information and provide an explanation in a manner that is sufficient for the Court to determine the validity of the privilege asserted or basis for withholding the information.

25. If, in answering any of these Interrogatories, you claim any ambiguity in interpreting either an Interrogatory or a definition or instruction applicable thereto, such claim shall not be utilized by you as a basis for refusing to respond, but you should set forth as part of your response the language deemed to be ambiguous, and the interpretation chosen or used in responding to the Interrogatory.

26. If you provide an answer to an interrogatory, then that answer will be deemed full and complete. If you cannot answer an interrogatory in full, then answer to the extent possible and provide an explanation of why you cannot answer in full that is sufficient for the Court to determine the validity of your failure to answer in full.

27. These interrogatories shall be deemed continuing and supplemental responses should be provided as additional information becomes available. You are under a duty to supplement all responses to these requests to include information acquired after service of the responses, even if such responses were correct when first provided.

INTERROGATORIES

1. To the extent not covered in response to Interrogatory 13 of Objectors' First Set of Interrogatories, identify each employee or agent of each Trustee who had responsibility for recommending or deciding on final approval of the Proposed Settlement.

2. Identify each employee or agent of each Trustee who had responsibility for establishing the process for evaluation, consideration or approval of the Proposed Settlement, or for assigning the evaluation, consideration or approval of the Proposed Settlement to the personnel identified above.

3. Identify each employee or agent of each Trustee who had responsibility for selecting or providing documents for review of the personnel identified in response to Interrogatories 1 above or Interrogatory 13 of Objectors' First Set of Interrogatories in connection with the Proposed Settlement.

4. Identify each employee or agent of each Trustee who had responsibility for selecting or providing documents for review of the Trustee Experts in connection with the Proposed Settlement.

5. Identify all documents provided to or considered by each of the personnel identified in Interrogatories 1 above, or Interrogatory 13 of Objectors' First Set of Interrogatories, in connection with their evaluation, consideration or approval of the Proposed Settlement.

6. Identify any JP Morgan Trusts as to which the Trustee has knowledge of the existence of discussions between any Certificateholder and JP Morgan as to whether to abandon or not to pursue objection to the Settlement, including any agreements relating thereto.

7. Identify any JP Morgan Trusts as to which the Trustee has knowledge of the existence of discussions between any Certificateholder and JP Morgan as to whether to abandon direction of the Trustee to litigate against JP Morgan, or not to give such direction, including any agreements relating thereto.

8. Identify all JP Morgan Trusts as to which the servicer or master servicer of the trust provided notice to the Trustee of breaches of representations and warranties relating to the origination of any loan in the trust, and describe such notice.

9. Identify all JP Morgan Trusts as to which the servicer or master servicer of the trust took any action to enforce the trust's repurchase rights as to any loan in the trust, and describe such action.

10. Identify all JP Morgan Trusts as to which the Trustee has knowledge of any breach by the servicer or master servicer of its contractual obligations to the trust, and describe such breach.

DATED: New York, NY
November 26, 2014

KOREIN TILLERY LLC

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 26, 2014, the foregoing SECOND SET OF INTERROGATORIES TO PETITIONERS-TRUSTEES was emailed to Matt Ingber and Chris Houpt, counsel for Petitioner the Bank of New York Mellon, at their respective email addresses.

/s/ Derek W. Loeser
Derek W. Loeser