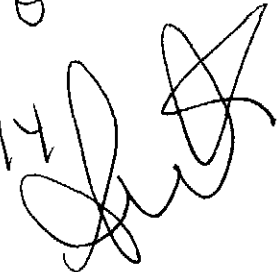


SHIRLEY WERNER KORNREICH
J.S.C
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

So ordered:
10/27/14


U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Trustee for
CITIGROUP MORTGAGE LOAN
TRUST 2007-AHL2,

Plaintiff,

-against-

CITIGROUP GLOBAL MARKETS
REALTY CORP.,

Defendant.

Index No. 653816/2013

STIPULATION AND ORDER FOR
THE PRODUCTION AND
EXCHANGE OF CONFIDENTIAL
INFORMATION

This matter having come before the Court by stipulation of plaintiff, U.S. Bank National Association, solely in its capacity as Trustee of Citigroup Mortgage Loan Trust 2007-AHL2 ("Trustee"), and defendant Citigroup Global Markets Realty Corp., for the entry of a protective order pursuant to CPLR 3103(a), limiting the review, copying, dissemination, and filing of confidential and/or proprietary documents and information to be produced by either party and their respective counsel or by any non-party in the course of discovery in this matter to the extent set forth below; and the parties, by, between, and among their respective counsel, having stipulated and agreed to the terms set forth herein, and good cause having been shown;

IT IS HEREBY ORDERED that:

1. This Stipulation is being entered into to facilitate the production, exchange, and discovery of documents and information that the parties agree merit confidential treatment (hereinafter the "Documents" or "Testimony").
2. As used herein:
 - a. "Confidential Information" shall mean all Documents and Testimony, and all information contained therein, and other information designated as confidential, if such Documents or Testimony contain trade secrets, proprietary business information, competitively sensitive information, Non-Party Borrower Information, or other information the disclosure of which would, in the good faith judgment of the Party designating the material as confidential, be detrimental to the conduct of that Party's business or the business of any of that Party's customers or clients.
 - b. "Highly Confidential Information" shall mean Documents or Testimony that a Producing Party reasonably and in good faith believes contains material that the Producing Party believes would not otherwise be

adequately protected under the procedures set forth herein for Confidential Information.

- c. "Non-Party Borrower Information," for purposes of this Stipulation, shall mean any information that constitutes "non-public personal information" within the meaning of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802, *et seq.*, and its implementing regulations, including but not limited to, any portion of a mortgage loan file, spreadsheet, or other Document or data set that includes financial or credit information for any person (including any credit history, report, or score obtained on any such person to determine the individual's eligibility for credit) together with personally identifiable information with respect to such person, including, but not limited to, name, address, Social Security Number, loan number, telephone number, or place or position of work. As set forth below, this Stipulation authorizes the disclosure of such Non-Party Borrower Information.
 - d. "Party" shall mean both parties to this Action, plaintiff U.S. Bank National Association, solely in its capacity as Trustee of Citigroup Mortgage Loan Trust 2007-AHL2, and defendant Citigroup Global Markets Realty Corp.
 - e. "Privileged Information" shall mean any Document or other information protected from disclosure under the attorney-client privilege, work product doctrine, and/or any other applicable privilege or immunity.
 - f. "Producing Party" shall mean the parties to the Action and any third-parties producing Protected Information in connection with depositions, document production, or otherwise, or the Party asserting the confidentiality privilege, as the case may be.
 - g. "Protected Information" shall mean any Documents or Testimony that is designated as "Confidential" or "Highly Confidential," provided however, that Protected Information does not include information that is publicly available (except information that became publicly available as a result of a breach of this Stipulation or any other confidentiality agreement or undertaking).
 - h. "Receiving Party" shall mean the Party to this Action and/or any non-party receiving Protected Information in connection with depositions, document production, or otherwise.
3. Challenging the designation of Protected Information.
- a. The Receiving Party may, at any time, notify the Producing Party in writing that the Receiving Party does not concur in the designation of a Document or other material as Protected Information. The Producing and the Receiving Parties shall, within ten (10) calendar days after service of the written objection, meet and confer concerning said objection.

- b. If the Producing Party does not agree to change the confidentiality designation of such Document or material, the Receiving Party may move before the Court for an order changing the designation of those Documents or materials. If no such motion is filed, such Documents or materials shall continue to be treated as Protected Information at the confidentiality level set by the Producing Party. If such motion is filed, the Documents or other materials shall remain at the level designated by the Producing Party unless and until the Court rules otherwise.
 - c. In the event that the Producing Party agrees to change the challenged material's designation or the Court rules that the challenged material's designation should be changed, the Producing Party shall, within fifteen (15) calendar days of the Parties' agreement or the Court's ruling, reproduce copies of all materials with the proper designation as decided by the Court or agreed to by the Parties.
4. Use of Protected Information generally.
- a. Except with the prior written consent of the Producing Party or by order of the Court, the Receiving Party may access or use Protected Information that is disclosed or produced by a Producing Party only in connection with the prosecution, defense, appeal, or attempted settlement of the Action. Such Protected Information may also be used for the enforcement of insurance rights with respect to the Action. Except as provided herein or required by law, Protected Information may not be used for any other purposes, including, without limitation, any business or commercial purposes, contractual repurchase demands, any purpose related to any other investigation or proceeding, or evaluation of other potential claims unrelated to the causes of actions and transactions at issue in the Action.
 - b. Protected Information must be stored and maintained by the Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Stipulation. For purposes of this Stipulation, a secure website, or other internet-based document depository with adequate security, shall be deemed a secure location.
 - c. Except with the prior written consent of the Producing Party or by order of the Court, Confidential Information shall not be furnished, shown, or disclosed to any person or entity except to:
 - i. the Receiving Party;
 - ii. personnel of the Parties to this Action, including former personnel, actually engaged in assisting in the preparation of this Action for trial or other proceeding herein and who have been advised of their obligations hereunder and have signed Exhibit A;

- iii. experts or consultants retained by the Parties or their counsel to furnish technical or expert services in connection with this Action or to give testimony with respect to the subject matter of this action at the trial of this Action or other proceeding herein; provided, however, that such Protected Information is furnished, shown, or disclosed in accordance with paragraph 5 hereof;
 - iv. counsel for the Parties to this Action and their associated attorneys, paralegals, and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this Action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;
 - v. the Court and Court personnel, if filed in accordance with paragraph 6 hereof;
 - vi. an officer before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical, or other personnel of such officer, if furnished, shown, or disclosed in accordance with paragraph 7 hereof;
 - vii. the author, addressees, or recipients of the Document, or any other natural person who reviewed or had access to such Document during his or her employment as a result of the substantive nature of his or her employment position, or who is specifically identified in the Document or its accompanying metadata;
 - viii. trial and deposition witnesses, if furnished, shown, or disclosed in accordance with paragraphs 6 and 7, respectively hereof;
 - ix. special masters, mediators, or other third parties who are appointed by the Court or retained by the Parties for settlement purposes or resolution of discovery or other disputes and their necessary personnel and, in the case of persons retained by the Parties, who have signed the agreement contained in Exhibit A; and
 - x. any other person agreed to by the Parties in writing.
- d. Unless otherwise ordered by the Court or permitted in writing by the Producing Party, Highly Confidential Information may be disclosed only to the following persons:
- i. any person permitted to receive Confidential Information identified in paragraph 4(c) above, except that Highly Confidential Information shall not be disclosed, summarized, described, characterized, or otherwise communicated to (a) any current or former director, officer, or employee of the Receiving Party other

than Receiving Party's counsel, or (b) any current or former director, officer, or employee of any other Party to the Action other than counsel for any other Parties to the Action; and

- e. Counsel for the Party that obtains the signed Exhibit A, as required by the terms of this Stipulation, shall retain a copy of the signed Exhibit for six (6) months following the final termination of the Action, including any appeals, and shall make them available to other Parties upon good cause shown.

5. Before any disclosure of Protected Information is made to an expert witness or consultant, counsel for the Receiving Party shall provide the expert's written agreement, in the form of an executed copy of Exhibit A attached hereto, to comply with and be bound by its terms. Counsel for the Party obtaining the signed agreement shall supply a copy to counsel for the other Party at the time of the disclosure of the information required to be disclosed by CPLR 3101(d), except that any signed agreement by an expert or consultant who is not expected to be called as a witness at trial is not required to be supplied.

6. Should the need arise for any of the Parties to disclose Protected Information during any hearing or trial before the Court, including through argument or the presentation of evidence, such Party may do so only after taking such steps as the Court, upon motion of the disclosing Party, shall deem necessary to preserve the confidentiality of such Protected Information.

7. This Stipulation shall not preclude counsel for the Parties from using during any deposition in this Action any Documents or information that have been designated as "Protected Information" under the terms hereof. Any court reporter and deposition witness who is given access to Protected Information shall, prior thereto, be provided with copy of this Stipulation and shall execute Exhibit A. Counsel for the Party obtaining signed Exhibit A shall supply a copy to counsel for other Party.

8. Designating Protected Information.

- a. Except as otherwise provided in this Stipulation, or as otherwise stipulated or ordered, Protected Information must be clearly designated before that Information is disclosed or produced. The Producing Party must affix the legend "Confidential" or "Highly Confidential" on the Document (including Transcripts of depositions taken in other proceedings) and include the confidentiality designation in the metadata produced for such Document.
- b. In the case of Documents, designation shall be made by notifying all counsel in writing of those Documents that are to be stamped and treated as Protected Information at any time up to thirty (30) days after actual receipt of copies of those Documents by counsel for the Receiving Party. Prior to the expiration of such thirty (30) day period (or until a designation

is made by counsel, if such a designation is made in a shorter period of time), all such Documents shall be treated as Protected Information.

- c. In the case of a deposition and/or hearing Testimony, either Party may designate any portion of the Testimony as Protected Information on the record. If a Party does not do so during the pendency of the deposition or hearing, designation may be made by notifying all counsel in writing of those portions that are to be stamped or otherwise treated as Protected Information at any time up to thirty (30) days after the transcript is received by counsel for the Receiving Party. Prior to the expiration of such thirty (30) day period (or until a designation is made by counsel, if such a designation is made in a shorter period of time), all such Documents shall be treated as Protected Information.

9. Filing Protected Information with the Court.

- a. A Receiving Party who seeks to file with the Court any deposition Transcripts, exhibits, answers to interrogatories, or other Documents that have previously been designated as comprising or containing Protected Information, and any pleading, brief, or memorandum that reproduces, paraphrases, or discloses Protected Information, shall provide all other parties with seven (7) days' written notice of its intent to file such material with the Court, so that the Producing Party may file by Order to Show Cause a motion to seal such Protected Information asserting good cause for such sealing. The Protected Information shall not be filed until the Court renders a decision on the motion to seal. In the event the motion to seal is granted, all Documents that are the subject of the order to seal, shall be filed in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of this litigation, the words "CONFIDENTIAL MATERIAL-SUBJECT TO STIPULATION FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION," as an indication of the nature of the contents, and a statement in substantially the following form: "This envelope, containing documents that are filed in this case by (name of Party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court, the parties, and their counsel of record, except by order of the Court or consent of all the parties. Violation hereof may be regarded as contempt of the Court."
- b. As an alternative to the procedure set forth in paragraph 9(a), any Party may submit to the Court on oral argument any Documents previously designated as comprising or containing Protected Information by submitting such Documents to the Part Clerk in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of this litigation, the words "CONFIDENTIAL MATERIAL SUBJECT TO STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION," as an indication

of the nature of the contents, and a statement in substantially the following form: "This envelope, contains documents which are submitted but not to be filed." Such Documents shall be returned by the Part Clerk upon disposition of the motion or other proceeding for which they were submitted.

- c. All pleadings, briefs, or memoranda that reproduce, paraphrase, or disclose any Documents that have previously been designated by a Party as comprising or containing Protected Information, shall identify such Documents by the production number ascribed to them at the time of production.

10. Duty not to disclose Protected Information.

- a. Any person receiving Protected Information shall not reveal or discuss such information to or with any person not entitled to receive such Information under the terms hereof.
- b. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Information to any person or in any circumstance not authorized under this Stipulation, the Receiving Party must, as soon as practicable, but in any event, not longer than five (5) business days after discovery by counsel of record of the disclosure, (a) notify in writing the Producing Party of the unauthorized disclosures, (b) make reasonable efforts to retrieve all copies of the Protected Information, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Stipulation, and (d) request such person or persons execute Exhibit A. The Parties agree that irreparable harm would occur in the event of unauthorized disclosure of Protected Information. Accordingly, the Parties shall be entitled to seek equitable relief, including specific performance, in the event of any unauthorized disclosure of Protected Information.

11. Failure to designate Protected Information.

- a. If a Producing Party discovers that (a) it produced material that should have been designated Protected Information but was not, or (b) it produced material that was designated as Protected Information but was designated at the incorrect level of Protected Information (*e.g.*, Confidential instead of Highly Confidential), the Party asserting the confidentiality privilege or seeking the re-designation of the material must provide written notice to the undersigned counsel for the Receiving Party identifying the Document or information as Protected Information and/or designating the Document or information as the correct category of protection within a reasonable time following the discovery that the Document or information has been produced without such designation.

- b. Promptly after providing such notice, the Producing Party shall provide re-labeled copies with the proper confidentiality designation. The Receiving Party shall make reasonable efforts to delete and replace the incorrectly designated material, and all copies thereof, with the newly designated material and to destroy the incorrectly designated material.
- 12. Extracts and summaries of Protected Information shall also be treated as Protected Information in accordance with the provisions of this Stipulation.
- 13. Claw-back of Privileged Information.
 - a. In order to claw-back Privileged Information that was produced inadvertently, the Producing Party must provide notice in writing to the Receiving Party specifying the production number of the Privileged Information it wishes to claw-back, and the basis for the claim that the discovery material constitutes Privileged Information.
 - b. Upon notice that a Producing Party wishes to claw-back Privileged Information that was produced inadvertently, the Receiving Party shall promptly undertake reasonable efforts to return to the Producing Party or destroy all summaries or copies of such Documents, Testimony, information, and/or things, shall provide written notice that the Receiving Party has undertaken reasonable efforts to return or destroy such disclosed Privileged Information, and shall not use such items for any purpose until further order of the Court. In all events, such return or destruction and certification must occur within ten (10) business days of receipt of the request. Within twenty-one (21) business days of the notification that reasonable efforts have been taken to return or destroy the disclosed Privileged Information, the Producing Party shall produce a privilege log with respect to the disclosed Privileged Information. The return of any Privileged Information to the Producing Party shall not in any way preclude the Receiving Party from moving the Court for a ruling that the disclosed information was never privileged. However, the Receiving Party may not assert as a basis for the relief it seeks the fact or circumstance that such Privileged Information have already been produced. Alleged Privileged Information shall remain protected against disclosure and use during the pendency of any dispute over their status. If a Party has produced Documents in another action, investigation, or other proceeding without detailed, or any, review to determine whether privilege or other immunity from discovery applies, no Party shall claim that production of those Documents in such other action, investigation, or proceeding constitutes a waiver of any privilege or protection with respect to the Documents produced.
 - c. If, during a deposition, a Party claims that a Document being used in the deposition (*e.g.*, marked as an exhibit, shown to the witness, or made the subject of examination) is Privileged Information, it may at its sole

election (a) allow the Document to be used in that deposition without waiver of its claim of privilege or work-product protection, or (b) instruct the witness not to answer questions concerning the Document pending a prompt resolution of any disagreement concerning the whether the Document is Privileged Information. If the Party allows the examination concerning the Document to proceed on a non-waiver basis, the Parties shall sequester all copies of the purported Privileged Information. Immediately following the deposition, the Parties will commence the procedure outlined in the preceding paragraphs to address the claim of privilege or other protection, including the notice requirement set forth in paragraph 13(a) above. Until the dispute is resolved, all Parties, and any other persons who have access to the transcript of such deposition, shall treat that transcript as Confidential Information. If any Party instructs the witness not to answer questions concerning the Document, the Parties will then cooperate in promptly submitting the issue of the Document's status to the Court. If the Document is ultimately determined not to be Privileged Information, the Party or entity asserting the claim of privilege will be responsible for ensuring that the deposing Party is given an opportunity to depose the witness about the Document, which, in the case of Party-witnesses (or their current employees) or any former employees of a Party who are represented by counsel for such Party, shall be within thirty (30) calendar days of said determination, and in the case of other non-party witnesses shall be at the earliest practicable time for the witness and its counsel.

14. The production or disclosure of Protected Information shall in no way constitute a waiver of each Party's right to object to the production or disclosure of other information in this Action or in any other action.

15. Use of Protected Information at trial

- a. The Parties agree to meet and confer concerning the use of any Protected Information at hearings or at the trial of the Action not fewer than five (5) calendar days prior to any such hearing or trial. Where a hearing or trial is scheduled on fewer than five (5) calendar days' notice, the Parties agree to meet and confer as soon as practicable after receiving notice, but in any event, not fewer than twenty-four (24) hours in advance of the hearing or trial. Notwithstanding the foregoing, if it is not practicable for the Parties to meet and confer prior to the hearing or trial, a Receiving Party intending to use Protected Information of the Producing Party shall notify the Producing Party of the anticipated use of the Protected Information prior to the hearing or trial. The Parties may agree to alter the timeframes contained in this paragraph 15 and shall work together in good faith to notify and work out any issues relating to the use of Protected Information in advance. The use of Protected Information at hearings or at trial shall not cause such Protected Information to lose its status as Protected Information.

16. Any Party, in conducting discovery from non-parties in connection with the Action, shall provide any non-party from which it seeks discovery with a copy of this Stipulation so as to inform each such non-party of his, her, or its rights herein. If a non-party provides discovery to any Party in connection with the Action, the provisions of this Stipulation shall apply to such discovery as if such discovery were being provided by a Party. Under such circumstances, the non-party shall have the same rights and obligations under the Stipulation as held by the Parties to the Action.

17. Legal Process in other actions.

- a. If a Receiving Party is served with a discovery request, subpoena, or an order issued in other litigation, or receives some other form of legal process from any court, federal or state regulatory or administrative body or agency, legislative body, or other person or entity, that seeks disclosure of any Protected Information, the Receiving Party must notify, to the extent permitted by law, the Producing Party, in writing (by fax or electronic mail, if possible), and describe in sufficient detail the applicable excerpts of the discovery request, subpoena, order, or other form of legal process as soon as reasonably practicable and in any event no later than ten (10) calendar days after receipt unless production is required earlier, in which case the notice must be made in time for the Producing Party to take steps as set forth below.
- b. The Receiving Party also must promptly inform the party that caused the discovery request, subpoena, order, or other form of legal process to issue that some or all of the material covered by the subpoena or order is the subject of this Stipulation. In addition, the Receiving Party must deliver a copy of this Stipulation promptly to the party in the other matter that caused the discovery request, subpoena, order, or other form of legal process to issue. The Receiving Party shall not produce the requested Protected Information unless and until a court of competent jurisdiction so directs, except if the Producing Party: (a) consents; (b) fails to file a motion to quash; or (c) fails to notify the Receiving Party in writing of its intention to contest the production of the Protected Information prior to the date designated for production of the Protected Information, in which event the Receiving Party may produce on the production date, but no earlier. In connection with any production of Protected Information subject to this Stipulation, the Receiving Party shall request confidential treatment for the Protected Information.
- c. The purpose of imposing these duties is to alert the interested parties to the existence of this Stipulation and to afford the Producing Party an opportunity to try to protect its confidentiality interest in the matter or proceeding in connection with which the discovery request, subpoena, or order is issued. The Producing Party shall bear the burdens and the expenses of seeking protection in that matter or proceeding of its Protected Information. Nothing in these provisions should be construed as

authorizing, requiring, or encouraging a Receiving Party to disobey, or to risk contempt of, a lawful directive from another court.

- d. In the event that discovery material is produced to a non-party as a result of a discovery request, subpoena, or an order issued in other litigation, or some other form of legal process from any court, federal or state regulatory or administrative body or agency, legislative body, or other person or entity, such discovery material shall continue to be treated in the Action in accordance with any designation as Protected Information.

18. To the extent that any federal or state law or other legal authority governing the disclosure or use of Non-Party Borrower Information ("Non-Party Borrower Information Law") permits disclosure of such information pursuant to an order of a court, this Stipulation shall constitute compliance with such requirement. To the extent any Non-Party Borrower Information Law requires a Producing Party to obtain a court-ordered subpoena or give notice to or obtain consent, in any form or manner, from any person or entity before disclosure of any Non-Party Borrower Information, the Court finds that, in view of the protections provided for the information disclosed in this Stipulation, the volume of Documents to be produced, and the ongoing oversight of the Court, there is good cause to excuse such requirement, and this Stipulation shall constitute an express direction that the Producing Party is exempted from obtaining a court-ordered subpoena or having to notify and/or obtain consent from any person or entity prior to the disclosure of Non-Party Borrower Information in the Action. To the extent that any Non-Party Borrower Information Law requires that any person or entity be notified prior to disclosure of Non-Party Borrower Information except where such notice is prohibited by court order, the Court directs that, in view of the protections provided for the information disclosed in this Stipulation, the volume of Documents to be produced, and the ongoing oversight of the Court, Producing Parties are explicitly prohibited from providing such notice in the Action; provided, however, that this Stipulation shall not prohibit any Producing Party from contacting any person or entity for any other purpose. Any Producing Party may seek additional orders from this Court that such Party believes may be necessary to comply with any Non-Party Borrower Information Law.

19. This Stipulation shall continue to be binding after the conclusion of this litigation except:

- a. that there shall be no restriction on Documents that are used as exhibits in Court (unless such exhibits were filed under seal); and
- b. that a Party may seek the written permission of the Producing Party or further order of the Court with respect to dissolution or modification of the Stipulation. The provisions of this Stipulation shall, absent prior written consent of both Parties, continue to be binding after the conclusion of this Action.

20. Nothing in this Stipulation will bar or otherwise restrict an attorney from rendering advice to his or her client with respect to the Action or from relying upon or generally referring to Protected Information in rendering such advice; *provided, however*, that, in rendering

such advice or in otherwise communicating with his or her client, the attorney shall not reveal or disclose the specific content of Protected Information, if such disclosure is not otherwise permitted under this Stipulation.

21. Nothing in this Stipulation shall be construed to limit in any way the Producing Party's, Receiving Party's, or any other person's use of its own discovery materials, nor shall it affect any Producing Party's, Receiving Party's, or any other person's subsequent waiver of its own prior designation with respect to its own Confidential Information or Highly Confidential Information.

22. Nothing herein shall be deemed to waive any privilege recognized by law, or shall be deemed an admission as to the admissibility in evidence of any facts or documents revealed in the course of disclosure.

23. Within sixty (60) days after the final termination of this litigation by settlement or exhaustion of all appeals, all Protected Information produced or designated and all reproductions thereof, shall be returned to the Producing Party or shall be destroyed, at the option of the Producing Party. In the event that any Party chooses to destroy physical objects and Documents, such Party shall certify in writing within sixty (60) days of the final termination of this litigation that it has undertaken its best efforts to destroy such physical objects and Documents, and that such physical objects and Documents have been destroyed to the best of its knowledge. Notwithstanding anything to the contrary, counsel of record for the parties may retain one copy of Documents constituting work product, a copy of pleadings, motion papers, discovery responses, deposition transcripts, and deposition and trial exhibits. This Stipulation shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Stipulation shall prohibit or interfere with the ability of counsel for any Party, or of experts specially retained for this case, to represent any individual, corporation, or other entity adverse to any Party or its affiliate(s) in connection with any other matters.

24. This Stipulation may be changed by further order of this Court, and is without prejudice to the rights of a Party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information or to challenge any designation of confidentiality as inappropriate under the Civil Practice Law and Rules or other applicable law.

25. After the termination of the Action, this Court shall have continuing jurisdiction for enforcement of its provisions following termination of the Action.

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Dated: October 20, 2014

MCKOOL SMITH, P.C.

By: 

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*Attorneys for Plaintiff U.S. Bank National
Association, solely in its capacity as
Trustee of Citigroup Mortgage Loan Trust
2007-AHL2*

*Attorneys for Defendant Citigroup Global
Markets Realty Corp.*

SO ORDERED _____ J.S.C.

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Trustee for
CITIGROUP MORTGAGE LOAN
TRUST 2007-AHL2,

Plaintiff,

-against-

CITIGROUP GLOBAL MARKETS
REALTY CORP.,

Defendant.

Index No. 653816/2013

AGREEMENT TO BE BOUND BY
THE STIPULATION AND ORDER
FOR THE PRODUCTION AND
EXCHANGE OF CONFIDENTIAL
INFORMATION

I, state that:

1. My address is _____.
2. My present employer is _____.
3. My present occupation or job description is _____.

4. I have received a copy of the STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION (the "Stipulation") entered in the above-entitled action on _____.

5. I have carefully read and understand the provision of the Stipulation.

6. I will comply with all of the provisions of the Stipulation.

7. I will hold in confidence, will not disclose to anyone not qualified under the Stipulation, and will use only for purposes of this Action, any Protected Information that is disclosed to me.

8. I will return all Protected Information that comes into my possession, and documents or things that I have prepared relating thereto, to Counsel for the Party by whom I am employed or retained, or to Counsel from whom I received the Protected Information.

9. I hereby submit to the jurisdiction of this Court for the purpose of enforcement of the Stipulation in this Action.

Dated: _____

Signature