

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LEHMAN XS TRUST, SERIES 2006-GP2
(LXS 2006-GP2), by U.S. BANK NATIONAL
ASSOCIATION, solely in its capacity as Trustee,
et al.,

Plaintiffs,

- against -

GREENPOINT MORTGAGE FUNDING, INC.,

Defendant.

Consolidated Actions:

No. 12-cv-7935 (ALC) (HBP)

No. 12-cv-7942 (ALC) (HBP)

No. 12-cv-7943 (ALC) (HBP)

~~PROPOSED~~ *7v.d*
CONFIDENTIALITY
STIPULATION AND
PROTECTIVE ORDER

This matter having come before the Court by Stipulation of Plaintiffs Lehman XS Trust, Series 2006-GP2 (LXS 2006-GP2), Lehman XS Trust, Series 2006-GP3 (LXS2006-GP3), and Lehman XS Trust, Series 2006-GP4 (LXS 2006-GP4), each acting by U.S. Bank National Association, solely in its capacity as Trustee ("Plaintiffs"), and Defendant GreenPoint Mortgage Funding, Inc. ("GreenPoint"), for the entry of a protective order pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, (1) limiting the use of confidential and/or proprietary documents and information to be produced by either Plaintiffs or GreenPoint (each a "Party" and collectively the "Parties") or by any non-party in the course of discovery in this matter, and (2) establishing a mechanism to preserve the privileged or protected status of inadvertently produced materials; and the Parties having stipulated and agreed to the terms set forth herein, and good cause having been shown;

IT IS hereby ORDERED that:

1. This ~~stipulation and~~ order (the "~~Stipulation and~~ Order") is being entered into to facilitate the production, exchange, and discovery of all documents and information, including

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depositions, deposition exhibits, interrogatory responses, admissions, produced or provided by the Parties and any non-parties in connection with discovery in the above-captioned action (hereinafter, the “Documents” or “Testimony”).

2. A Producing Party (as defined in Paragraph 3(e)) may designate Documents produced or Testimony given by any Party or non-party in connection with this action as Confidential Information (as defined in Paragraph 3(a)) or Highly Confidential Information (as defined in Paragraph 3(b)) subject to this ~~Stipulation and Order~~ ²⁴⁸ by placing a “Confidential” or “Highly Confidential” notation, as appropriate, on the Document or in its file name (if the Document is produced in native format); by statement on the record at the time of such disclosure during a deposition or other pretrial Testimony; by written advice to the respective undersigned counsel for the Parties hereto; or by other appropriate means. Failure to designate a Document or Testimony as “Confidential” or “Highly Confidential” does not constitute a waiver of a claim of confidentiality.

3. As used herein:

(a) “Confidential Information” shall mean any Documents and Testimony, and all information contained therein and excerpts thereof, and other information designated as “Confidential,” that the Producing Party reasonably and in good faith believes constitutes, contains and/or reveals (i) confidential trade secrets, proprietary business information, or competitively sensitive information; or (ii) nonpublic personal information concerning individuals or other entities, including, but not limited to (a) Social Security numbers, home telephone numbers and addresses, tax returns, and medical, investment, credit and banking information and (b) any other nonpublic personal information within the meaning of the Gramm-Leach-Bliley Act (15 U.S.C, § 6801 *et seq.*) (hereinafter “Nonpublic Personal Information”) or “consumer reports” within the

meaning of the Fair Credit Reporting Act (15 U.S.C. § 1681a) (collectively, with the Gramm-Leach-Bliley Act, “the Acts”) that may have been collected or produced in connection with originating, underwriting, purchasing, or servicing a mortgage loan (collectively, “Personal Financial Information”). For the avoidance of doubt, and notwithstanding anything herein to the contrary, the Parties agree that loan origination files, loan modification files, and loan servicing files, or any portions thereof, and all other Documents or Testimony identifying individual borrowers, their addresses, and other personal information concerning such borrowers, shall constitute Confidential Information, and shall be designated as such by the Producing Party. The Parties further agree to abide by all federal, state, and local statutes and regulations concerning the use and dissemination of such Documents or Testimony.

(b) “Highly Confidential Information” shall mean any Documents and Testimony, and all information contained therein and excerpts thereof, and other information designated as “Highly Confidential,” that the Producing Party reasonably and in good faith believes constitutes, contains and/or reveals (i) trade secrets or other information that the party reasonably believes would result in competitive, commercial or financial harm to the Producing Party or its personnel, clients or customers if disclosed; (ii) Confidential Supervisory Information (defined below) or any other information the disclosure of which is required to be limited by any applicable banking privileges or bank regulatory or other laws and regulations; or (iii) Documents or Testimony that a Producing Party believes in good faith would not otherwise be adequately protected under the procedures set forth herein for Confidential Material.

(c) “Protected Information” shall mean Confidential Information and Highly Confidential Information, collectively.

(d) “Confidential Supervisory Material” shall mean non-public Unpublished OTS Information as described in 12 C.F.R. § 510.5, confidential supervisory information of the Board of Governors of the Federal Reserve System as set forth in 12 C.F.R. § 261.2(c), non-public information of the Office of the Comptroller of the Currency as set forth in 12 C.F.R. § 4.32(b), exempt information of the Federal Deposit Insurance Corporation as set forth in 12 C.F.R. § 309.6, and supervisory materials of the Office of Federal Housing Enterprise Oversight, the Federal Housing Finance Agency (“FHFA”) and the U.S. Department of Housing and Urban Development, and includes, but is not limited to, records concerning supervision, regulation, and examination of banks, savings associations, their holding companies, and affiliates, and records compiled in connection with the enforcement responsibilities of federal financial regulatory agencies, to the extent any of the foregoing information may be permitted to be disclosed in discovery in the Action. Confidential Supervisory Material also includes information that current and former employees, officers, and agents of federal financial regulatory agencies obtained in their official capacities. Nothing in this Protective Order shall require production of any Confidential Supervisory Material to the extent that such production is precluded by law.

(e) “Producing Party” shall mean the Parties to this action and any non-parties producing Protected Information hereunder in connection with depositions, document production, or otherwise, or the Party asserting the confidentiality privilege, as the case may be.

(f) “Receiving Party” shall mean the Party to this action and any non-parties receiving Protected Information in connection with this action, including in depositions, document production, or otherwise.

4. In order to expedite production of voluminous materials, a Party (or affiliate of a Party) may, but is not required to, produce such materials without review (including a review to

determine whether a privilege or other immunity from discovery, or a confidentiality designation, applies to some of the documents), subject to the “clawback” procedures in this ~~Stipulation and~~ ⁷⁴⁸ Order (Paragraph 16) or otherwise agreed to. In doing so, the Party or its affiliate may designate as “Confidential” or “Highly Confidential” those collections of documents that by their nature contain Protected Information notwithstanding that some of the documents within the collection may not qualify for such designation. Further, if, with respect to productions of voluminous materials made pursuant to this Paragraph 4, a Party or its affiliate notifies the other Party that it, for any reason, disclosed documents or information that are protected from disclosure under the attorney-client privilege, work product doctrine, common-interest privilege, and/or any other applicable privilege or immunity from disclosure, the disclosure shall not be deemed a waiver in this litigation or in any other state, federal or arbitral proceeding of the applicable privilege or protection.

5. The Receiving Party may at any time notify the Producing Party that the Receiving Party does not concur in the designation of a Document or Testimony as Protected Information. If the Producing Party does not agree to declassify such Document or Testimony, the Receiving Party may move before the Court for an order declassifying the Documents or Testimony. If no such motion is filed, such Document or Testimony shall continue to be treated as Protected Information, according to the original confidentiality designation for the Document or Testimony. If such a motion is filed, the Document or Testimony shall be deemed Protected Information, according to the original confidentiality designation for the Document or Testimony, unless and until the Court rules otherwise.

6. 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:

(a) Current or former personnel of the Parties actually engaged in assisting in the conduct of this litigation and who have been advised of their obligations hereunder;

(b) Persons who authored or received Documents containing Protected Information prior to its production in this action;

(c) Counsel for the Parties to this action and their associated and temporary attorneys, paralegals, other professional personnel (including support staff), professional advisors, and service vendors (including outside copying and litigation support services) who directly assist such counsel in the preparation of this action for trial or other proceeding herein, are under the supervision or control of counsel, and who have been advised by the counsel of their obligations hereunder;

(d) personnel of the certificateholder(s) that is/are directing the Trustee to pursue this Action (the "Directing Certificateholder(s)") or of the conservator for the Directing Certificateholder(s) (the "Conservator") who are involved in this Action, and the counsel and their associated attorneys, paralegals and other professional personnel (including support staff) and advisors of the Directing Certificateholder(s) or the Conservator;

(e) Expert witnesses or consultants who have been retained by the Parties or their counsel, to furnish technical or expert services in connection with the conduct of this action or to give Testimony in the course of the conduct of this action; and the employees of such experts or consultants when working in connection with the conduct of this action under the direct

supervision of said persons, provided, however, that such Confidential Information is only to be furnished, shown or disclosed in accordance with Paragraph 9 hereof;

(f) The Court and Court personnel, if filed in accordance with paragraph 12 hereof;

(g) An officer before whom a deposition is taken, including stenographic reporters, videographers and any necessary secretarial, clerical or other personnel of such officer, if furnished, shown or disclosed in accordance with Paragraph 11 hereof;

(h) Deposition and trial witnesses, if furnished, shown, or disclosed in accordance with Paragraphs 11 and 12, respectively, hereof;

(i) Any other person agreed to by the Producing Party; and

(j) Any other person as required by law, regulation, the rules of any government agency or self-regulatory organization, or the order of a court of competent jurisdiction, subject to the requirements of Paragraph 17 below.

7. No disclosure of Highly Confidential Information may be made to any person or entity other than:

(a) Any person permitted to receive Confidential Information identified in Paragraph 6; provided, however, that Highly Confidential Information shall not be disclosed, summarized, described, characterized, or otherwise communicated to (i) any current or former director, officer, or employee of the Receiving Party other than Receiving Party's in-house or outside counsel (and their associated attorneys, paralegals and support personnel) or (ii) any director, officer or employee of the Directing Certificateholder(s) or the Conservator other than their in-house or outside counsel (and their associated attorneys, paralegals and support personnel). Notwithstanding the foregoing, to the extent disclosure is reasonably necessary for

the Action, Highly Confidential Information may also be disclosed to (i) the Director or Acting Director of the Conservator, (ii) no more than two other non-counsel employees or officers of the Conservator, and (iii) no more than four non-counsel employees or officers of each Directing Certificateholder;

(b) deposition and trial witnesses and their counsel, if furnished, shown or disclosed in accordance with Paragraphs 11 and 12, respectively, hereof; and

(c) any other person agreed to by the Producing Party;

(d) Any other person as required by law, regulation, the rules of any government agency or self-regulatory organization, or the order of a court of competent jurisdiction, subject to the requirements of Paragraph 17 below.

8. Protected Information shall be utilized by the Receiving Party and its counsel only for purposes of this litigation and for no other purposes. 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. Extracts and summaries of Protected Information shall also be treated as Confidential or Highly Confidential, in accordance with the provisions of this Stipulation and Order. The Receiving Party shall maintain any Personal Financial Information that it receives hereunder in accordance with the Acts and other applicable federal and state privacy laws.

9. Before any disclosure of Protected Information is made to an expert witness or a consultant pursuant to Paragraph 6(d), counsel for the Receiving Party shall obtain an undertaking signed by the expert witness or consultant, in the form of Exhibit A ("Confidentiality Undertaking"). Counsel for the Receiving Party obtaining the Confidentiality Undertaking shall supply a copy to counsel for the Producing Party at the time of the disclosure

of the information required to be disclosed Federal Rule of Civil Procedure 26(a)(2). Any Confidentiality Undertaking signed by an expert or consultant whom the Receiving Party in good faith reasonably does not expect to call as a witness at trial does not need to be disclosed.

10. All depositions shall ~~presumptively~~ ^{ALC} be treated as Confidential Information and subject to this ~~Stipulation and~~ Order during the deposition and for a period of thirty (30) days after a final transcript of said deposition is received by counsel for each of the Parties. At or before the end of such thirty (30)-day period, the deposition or portion(s) thereof shall be classified appropriately by the party so wishing to classify the deposition or portion(s) thereof.

11. This ~~Stipulation and~~ ^{ALC} Order shall not preclude counsel for the Parties from using during any deposition in this action any Documents or Testimony which have been designated as "Confidential Information" or "Highly Confidential Information" under the terms hereof. Any non-party deposition witness, stenographer or other officer before whom a deposition is taken who is given access to Protected Information shall, prior thereto, be provided with a copy of this Stipulation and Order and shall execute the Confidentiality Undertaking attached hereto as Exhibit A. Counsel for the Party obtaining the Confidentiality Undertaking shall supply a copy to counsel for the Producing Party.

12. If Protected Information is to be filed with the Court in connection with any proceedings herein, it shall be filed with the Clerk of the Court under seal pursuant to the procedures identified on the website of the Southern District of New York, http://www.nysd.uscourts.gov/cases_records.php?records=sealed_records, and Local Civil Rule 5.2. The Clerk of the Court is directed to maintain the confidentiality of any documents and transcripts of testimony filed in accordance with the above. Where possible, only portions of the materials containing Protected Information shall be filed under seal.

(a) If, at any hearing in connection with any motion or other proceeding, a party intends to offer into evidence any Protected Information of the opposing party or third party, the party intending to offer the material shall inform counsel for the Producing Party a reasonable time in advance so that the Producing Party may take such steps as he, she or it deems reasonably necessary to preserve the confidentiality of such material.

(b) In the event that a Receiving Party seeks to use Protected Information during any hearing or trial before the Court, including through argument or the presentation of evidence, such information shall not lose its status as Protected Information through such use.

13. Any document or information that may contain Protected Information that has been inadvertently produced without identification as to its confidential nature as provided in Paragraphs 2 or 10 of this ~~Stipulation and~~^{2/4/14} Order, may be so designated by the Party or non-party asserting the confidentiality privilege by written notice to the undersigned counsel for the Receiving Party identifying the document or information as "Confidential" or "Highly Confidential" within a reasonable time following the discovery that the document or information has been produced without such designation.

14. The production or disclosure of Protected Information shall not constitute a waiver of either of the Parties' rights to object to the production or disclosure of other information in this action or in any other action. If Protected Information is disclosed to or comes into the possession of any person other than in a manner authorized in this ~~Stipulation and~~^{2/4/14} Order, the party responsible for the disclosure shall immediately upon its discovery of such disclosure inform all other parties in possession of such Protected Information of all pertinent facts relating to such disclosure and shall make reasonable efforts to prevent further disclosure by each unauthorized person who received the Protected Information.

15. With regard to inadvertent disclosures of any documents or other information that is protected by the attorney-client privilege, the work product doctrine, the common-interest privilege, a joint defense privilege, or any applicable privilege, immunity, or protective doctrine (“Privileged Materials”):

(a) The inadvertent production or disclosure by the Producing Party of any Privileged Materials (i) shall not constitute, or be considered as a factor suggesting, a waiver or impairment of any claims of such privilege in this action or in any other proceeding, including federal, state, arbitral or foreign proceedings, and (ii) shall be without prejudice to any claim that such material is privileged or protected from disclosure under the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, immunity or protective doctrine.

(b) In the event of an inadvertent production or disclosure by the Producing Party, of any Privileged Materials, the Producing Party may provide written notice that Privileged Materials have been inadvertently produced or disclosed. Within seven (7) days of receipt of such notice, any person that has received such Privileged Materials shall, at the Producing Party’s option, destroy return to the Producing Party all such material and copies thereof in its possession. Any person that has received such Privileged Materials shall make reasonable efforts to permanently erase from electronic databases all copies of the Privileged Materials and to permanently erase or redact the Privileged Materials from all documents reflecting the contents of such materials. When applicable and as necessary, the Producing Party will replace the inadvertently produced materials with redacted versions or other replacement media.

(c) Documents designated by a Producing Party at any time pursuant to Paragraph 15(b) of this ~~Stipulation and~~ ^{for} Order shall be returned without any inquiry by the Receiving Party

into the reasonableness of efforts taken to avoid disclosure or efforts to recover the document once disclosed. The inadvertent disclosure of Privileged Materials shall not be deemed to waive, or considered a factor in any waiver, of any privilege, regardless of the reasonableness of the efforts undertaken to avoid disclosure or recover the Privileged Materials.

(d) In the event that there is a dispute over whether the documents at issue are protected from disclosure by virtue of a privilege or immunity from discovery, the original documents shall nevertheless be immediately returned to the Producing Party and all copies (whether electronic or hard copy) thereof shall be immediately segregated in a manner that will prevent further disclosure or dissemination of their contents. All counsel shall undertake reasonable efforts to resolve the issue without court intervention within ten (10) days of such notice of inadvertent production of Privileged Materials. To the extent counsel cannot resolve the issue within ten (10) days, the Receiving Party may bring a motion to compel production of the Privileged Materials, but may not assert as a ground for compelling production the fact or circumstance that the Privileged Materials had already been produced. In the event of a motion to compel production of the Privileged Materials, it shall be the responsibility of the Producing Party to provide, in its opposition to the motion to compel, information regarding the content and context of the Privileged Materials sufficient to establish the applicability of any asserted privilege or immunity from discovery, and, if the Court so requests, the Producing Party shall provide the Privileged Materials to the Court for *in camera* review.

16. Any person in possession of Protected Information who receives a discovery request or demand, 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 seeking production or other disclosure of

another Party's or non-party's Protected Information shall promptly, within ten (1) business days of receipt of such request, demand, subpoena, other order or other form of legal process, give telephonic notice and written notice by overnight delivery, electronic mail, or facsimile to counsel for the designating Party or non-party, enclosing a copy of the subpoena or other process, unless prohibited by law from doing so. In addition, the Receiving Party must promptly deliver a copy of this Stipulation 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 any of a Producing Party's Protected Information, unless otherwise court-ordered or required by law, for a period of at least ten (10) days after providing the required notice to the Producing Party. If, within ten (10) days of receiving such notice, the Producing Party gives notice to the Receiving Party that the Producing Party opposes production of its Protected Information, the Receiving Party shall object, citing this Stipulation and Order, and not thereafter produce such Protected Information, except as required by law or court order. The Producing Party, or the designating party, as the case may be, shall be solely responsible for pursuing any objection to the requested production. Nothing herein shall be construed as requiring the Receiving Party or anyone else covered by this ~~Stipulation and~~ ^{JKB} Order to challenge or appeal any order requiring production of Protected Information covered by this ~~Stipulation and~~ ^{JKB} Order, or to subject itself to any penalties for non-compliance with any legal process or order, or to seek any relief from this Court. In the event that Protected Information is produced to a non-party ~~to this Stipulation~~ ^{JKB} in response to a Demand, such Protected Information shall continue to be treated in accordance with the designation as Confidential or Highly Confidential Information by the Parties to this ~~Stipulation and~~ ^{JKB} Order.

17. This ~~Stipulation and~~ ^{neb} Order may be changed by further order of this Court and is entered into without prejudice to the rights of a party to (a) move for relief from any of its provisions or to seek or agree to different or additional protection for any particular material or information by properly noticed motion to the Court, or (b) challenge any designation of confidentiality as inappropriate under the Federal Rules of Civil Procedure or other law or rule.

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

19. This ~~Stipulation and~~ ⁷⁴⁸ Order has no effect upon, and shall not apply to, a Producing Party's use of its own Protected Information for any purpose. Nothing herein shall impose any restrictions on the use or disclosure by a Party of documents, materials, or information designated as Confidential or Highly Confidential that have been generated or obtained lawfully by such Party independently of the proceedings in this action.

20. Production of any Personal Financial Information in this action pursuant to this ~~Stipulation and~~ ⁷⁴⁸ Order shall satisfy and shall constitute compliance with the Producing Party's obligations under any federal or state law or other legal authority governing the disclosure or use of Personal Financial Information ("Personal Financial Information Law"), including but not limited to the Acts, and any rules or regulations promulgated thereunder, and the disclosure of any Personal Financial Information in this Action pursuant to this ~~Stipulation and~~ ⁷⁴⁸ Order shall constitute disclosure of such Non-Party Borrower Information pursuant to 15 U.S.C. § 6802(e)(8), 16 C.F.R. 313.15(a)(7)(iii), 15 U.S.C. § 1681b(a)(1) and any other law that is similar, comparable or equivalent to 15 U.S.C. § 6802(e)(8), 16 C.F.R. 313.15(a)(7)(iii)

or 15 U.S.C. § 1681b(a)(1). To the extent any Personal Financial Information Law requires a 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, receipt or use of any Personal Financial Information, the Court finds that, in view of the protections provided for such information in this ~~Stipulation and Order~~^{7x6}, the volume of documents to be produced, and the ongoing oversight of the Court, there is good cause to excuse such requirement, and the Court hereby ~~Orders~~^{7x6}, and this ~~Stipulation and Order~~ 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 Personal Financial Information. To the extent that any Personal Financial Information Law requires that any person or entity be notified prior to disclosure, receipt or use of Personal Financial Information except where such notice is prohibited by court order, the Court hereby ~~Orders and~~^{5x6} directs that, in view of the protections provided for such information in this ~~Stipulation and Order~~, the volume of documents to be produced, and the ongoing oversight of the Court, the parties are explicitly prohibited from providing such notice; provided, however, that this ~~Stipulation and Order~~^{7x6} shall not prohibit either 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 Personal Financial Information Law.

21. Nothing herein shall prevent any Receiving Party from disclosing Protected Information (a) to the extent necessary to report to appropriate taxing authorities, or to the accountants or independent public auditors of the Receiving Party in confidence, as and only to the extent required to perform auditing or tax accounting work; and (b) to the extent

necessary for purposes of financial reporting, including SEC and regulatory filings and requests.

22. For the avoidance of doubt, nothing herein shall preclude counsel from giving advice to his or her client in this Action that includes a general evaluation of Protected Information, provided that counsel shall not disclose the contents of any Protected Information in violation of the terms of this Stipulation and Order.

23. This ~~Stipulation and~~ ^{7/2/14} Order shall, absent prior written consent of both parties, or order of a court of competent jurisdiction, continue to be binding after the conclusion of this litigation except that: (a) there shall be no restriction on documents that are used as exhibits in Court, unless such exhibits were filed under seal and never unsealed; and (b) 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 and Order.

24. 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 Receiving Party. In the event that any party chooses to destroy physical objects or documents, such party shall certify in writing within sixty (60) days of the final termination of this litigation that it has undertaken reasonable efforts to destroy such physical objects or 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~~ ^{7/2/14} ~~and~~ Order shall not be interpreted in a manner that would violate any applicable canons of

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ethics or codes of professional responsibility. Nothing in this ~~Stipulation~~ Order 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.

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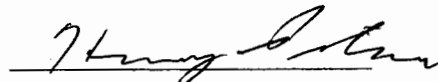
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Attorneys for Defendant

SO ORDERED:

Dated: August 18, 2014



The Honorable Henry Pitman
United States Magistrate Judge

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

<p>LEHMAN XS TRUST, SERIES 2006-GP2 (LXS 2006-GP2), by U.S. BANK NATIONAL ASSOCIATION, solely in its capacity as Trustee, <i>et al.</i>,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">– against –</p> <p>GREENPOINT MORTGAGE FUNDING, INC.,</p> <p style="text-align: center;">Defendant.</p>
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Consolidated Actions:

No. 12-cv-7935 (ALC) (HBP)

No. 12-cv-7942 (ALC) (HBP)

No. 12-cv-7943 (ALC) (HBP)

**AGREEMENT WITH RESPECT
TO CONFIDENTIAL
INFORMATION**

I, _____, state that:

1. My business 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 "Order") entered in the above-entitled action on _____.
5. I have carefully read and understand the provisions of the Stipulation and Order.
6. I will comply with all of the provisions of the Stipulation and Order.
7. I will hold in confidence, will not disclose to anyone not qualified under the Stipulation and Order, and will use only for purposes of this action, any Protected Information that is disclosed to me.

8. I acknowledge that Confidential Information and Highly Confidential Information I may receive may contain non-public personal information, including, among other things, personally identifiable financial information relating to borrowers and/or consumers (such as individuals' addresses or Social Security numbers), and/or consumer or credit reports. I agree to take all reasonable measures and implement all reasonable safeguards to control and restrict access to and/or use of non-public personal information so as to minimize the use and/or authorized disclosure of, and to prevent the unauthorized disclosure of, such information.

9. At the conclusion of work on this matter, I will return or destroy, to the extent permitted by law, 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.

10. I hereby submit to the jurisdiction of this court for the purpose of enforcement of the Stipulation and Order in this action.

Dated: _____

Signed: _____