

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

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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),;
AEGON USA Investment Management, LLC (intervenor), Bayerische:
Landesbank (intervenor), BlackRock Financial Management, Inc.:
(intervenor), Cascade Investment, LLC (intervenor), the Federal Home:
Loan Bank of Atlanta (intervenor), the Federal Home Loan Mortgage:
Corporation (Freddie Mac) (intervenor), the Federal National:
Mortgage Association (Fannie Mae) (intervenor), Goldman Sachs:
Asset Management L.P. (intervenor), Voya Investment Management:
LLC (f/k/a ING Investment LLC) (intervenor), Invesco Advisers, Inc.:
(intervenor), Kore Advisors, L.P. (intervenor), Landesbank Baden-:
Wuerttemberg (intervenor), Metropolitan Life Insurance Company:
(intervenor), Pacific Investment Management Company LLC:
(intervenor), Sealink Funding Limited (intervenor), Teachers Insurance:
and Annuity Association of America (intervenor), The Prudential:
Insurance Company of America (intervenor), the TCW Group, Inc.:
(intervenor), Thrivent Financial for Lutherans (intervenor), and:
Western Asset Management Company (intervenor),

Index No. 652382/2014

Part 60

The Honorable Marcy S. Friedman,
J.S.C.

Petitioners,

-against-

AMBAC ASSURANCE CORPORATION, AND THE
SEGREGATED ACCOUNT OF AMBAC ASSURANCE
CORPORATION (intervenor), AND W&L INVESTMENTS, LLC
(intervenor),

Respondents,

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

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**AFFIRMATION OF RYAN J. ANDREOLI IN SUPPORT OF
TRUSTEES' FIRST AMENDED PETITION**

I, Ryan J. Andreoli, an attorney admitted to practice in the courts of the State of New York, affirm under penalty of perjury as follows:

1. I am an associate in the law firm Jones Day, attorneys for Petitioner U.S. Bank National Association, acting solely in its capacity as trustee (in such capacity, “U.S. Bank”) for certain residential mortgage-backed securitization (“RMBS”) trusts. I submit this affirmation in support of the First Amended Petition filed by Petitioners U.S. Bank, 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 U.S.A., N.A., and Deutsche Bank National Trust Company, each acting solely in its respective capacity as trustee, indenture trustee, successor trustee, and/or separate trustee (collectively, the “Trustees”) of the RMBS trusts and/or loan groups listed on Exhibit A to the First Amended Petition.

2. U.S. Bank accepted the Proposed Settlement¹ for 176 trusts and loan groups for which U.S. Bank is trustee (the “USB Accepting Trusts and Loan Groups”). *See* Trustees’ Ex. 049.

3. The USB Accepting Trusts and Loan Groups are principally governed by pooling and servicing agreements (the “PSAs”) or indentures (the “Indentures”). The PSAs, Indentures, and other applicable transaction documents are collectively referred to herein as the “USB Governing Agreements.” The USB Governing Agreements are included in Trustees’ Ex. 014.

4. I performed a review of the USB Governing Agreements and have confirmed that each USB Governing Agreement contains a provision stating that the depositor (or issuer) sells,

¹ The Proposed Settlement is memorialized in the RMBS Trust Settlement Agreement. *See* Trustees’ Ex. 003.

transfers, assigns, or otherwise conveys to the Trustee (or the trust on whose behalf the Trustee acts) all right, title, and interest in and to the mortgage loans. *See* BALTA 2006-3 PSA § 2.01(a); BSABS 2005-2 PSA § 2.01; BSABS 2005-3 PSA § 2.01; BSABS 2005-4 PSA § 2.01; BSABS 2005-AC1 PSA § 2.01; BSABS 2005-AC2 PSA § 2.01; BSABS 2005-AC3 PSA § 2.01; BSABS 2005-AC4 PSA § 2.01; BSABS 2005-AC5 PSA § 2.01; BSABS 2005-AC6 PSA § 2.01; BSABS 2005-AC7 PSA § 2.01; BSABS 2005-AC8 PSA § 2.01; BSABS 2005-AC9 PSA § 2.01; BSABS 2005-AQ1 PSA § 2.01; BSABS 2005-AQ2 PSA § 2.01; BSABS 2005-EC1 PSA § 2.01; BSABS 2005-FR1 PSA § 2.01; BSABS 2005-HE1 PSA § 2.01; BSABS 2005-HE10 PSA § 2.01; BSABS 2005-HE11 PSA § 2.01; BSABS 2005-HE12 PSA § 2.01; BSABS 2005-HE2 PSA § 2.01; BSABS 2005-HE3 PSA § 2.01; BSABS 2005-HE4 PSA § 2.01; BSABS 2005-HE5 PSA § 2.01; BSABS 2005-HE6 PSA § 2.01; BSABS 2005-HE7 PSA § 2.01; BSABS 2005-HE8 PSA § 2.01; BSABS 2005-HE9 PSA § 2.01; BSABS 2005-TC1 PSA § 2.01; BSABS 2005-TC2 PSA § 2.01; BSABS 2006-1 PSA § 2.01; BSABS 2006-AC1 PSA § 2.01; BSABS 2006-AC2 PSA § 2.01; BSABS 2006-AC3 PSA § 2.01; BSABS 2006-AC4 PSA § 2.01; BSABS 2006-AC5 PSA § 2.01; BSABS 2006-AQ1 PSA § 2.01; BSABS 2006-EC1 PSA § 2.01; BSABS 2006-EC2 PSA § 2.01; BSABS 2006-HE1 PSA § 2.01; BSABS 2006-HE10 PSA § 2.01; BSABS 2006-HE2 PSA § 2.01; BSABS 2006-HE5 PSA § 2.01; BSABS 2006-HE6 PSA § 2.01; BSABS 2006-HE7 PSA § 2.01; BSABS 2006-HE8 PSA § 2.01; BSABS 2006-HE9 PSA § 2.01; BSABS 2006-IM1 PSA § 2.01; BSABS 2006-PC1 PSA § 2.01; BSABS 2007-AC1 PSA § 2.01; BSABS 2007-AQ1 PSA § 2.01; BSABS 2007-FS1 PSA § 2.01; BSABS 2007-HE1 PSA § 2.01; BSABS 2007-HE2 PSA § 2.01; BSABS 2007-HE3 PSA § 2.01; BSABS 2007-HE4 PSA § 2.01; BSABS 2007-HE5 PSA § 2.01; BSABS 2007-HE6 PSA § 2.01; BSABS 2007-HE7 PSA § 2.01; BSARM 2005-1 PSA § 2.01(a); BSARM 2005-10 PSA § 2.01(a); BSARM 2005-11 PSA § 2.01(a); BSARM 2005-12

PSA § 2.01(a); BSARM 2005-2 Indenture pg. 1 (Granting Clause); BSARM 2005-3 PSA § 2.01(a); BSARM 2005-4 PSA § 2.01(a); BSARM 2005-5 Indenture pg. 2 (Granting Clause); BSARM 2005-6 PSA § 2.01(a); BSARM 2005-7 Indenture pg. 1 (Granting Clause); BSARM 2005-9 Indenture pg. 1 (Granting Clause); BSARM 2006-1 Indenture pg. 1 (Granting Clause); BSARM 2006-2 PSA § 2.01(a); BSMF 2006-SL2 PSA § 2.01; BSMF 2006-SL3 PSA § 2.01; BSMF 2006-SL4 PSA § 2.01; BSMF 2006-SL5 PSA § 2.01; BSMF 2006-SL6 PSA § 2.01; BSMF 2007-SL1 PSA § 2.01; BSMF 2007-SL2 PSA § 2.01; BUMT 2005-1 PSA § 2.01(a); CFLX 2005-1 PSA § 2.01; CFLX 2005-2 PSA § 2.01; CFLX 2006-1 PSA § 2.01; CFLX 2006-2 PSA § 2.01; Chase 2005-A1 PSA § 2.01; Chase 2005-A2 PSA § 2.01; Chase 2005-S1 PSA § 2.01; Chase 2005-S2 PSA § 2.01; Chase 2005-S3 PSA § 2.01; Chase 2006-A1 PSA § 2.01; Chase 2006-S1 PSA § 2.01; EMCM 2005-A PSA § 2.01(a); EMCM 2005-B PSA § 2.01; EMCM 2006-A PSA § 2.01; JPALT 2005-A2 PSA § 2.01(a); JPALT 2005-S1 PSA § 2.01(a); JPALT 2006-A1 PSA § 2.01(a); JPALT 2006-A2 PSA § 2.01(a); JPALT 2006-A3 PSA § 2.01(a); JPALT 2006-A4 PSA § 2.01(a); JPALT 2006-A6 PSA § 2.01(a); JPALT 2006-S1 PSA § 2.01(a); JPALT 2006-S2 PSA § 2.01(a); JPALT 2006-S3 PSA § 2.01(a); JPALT 2006-S4 PSA § 2.01(a); JPALT 2007-A2 PSA § 2.01(a); JPALT 2007-S1 PSA § 2.01(a); JPMAC 2005-FLD1 PSA § 2.01(a); JPMAC 2005-FRE1 PSA § 2.01(a); JPMAC 2005-OPT1 PSA § 2.01(a); JPMAC 2005-OPT2 PSA § 2.01(a); JPMAC 2005-WMC1 PSA § 2.01(a); JPMAC 2006-ACC1 PSA § 2.01(a); JPMAC 2006-CH1 PSA § 2.01(a); JPMAC 2006-CH2 PSA § 2.01(a); JPMAC 2006-CW1 PSA § 2.01(a); JPMAC 2006-CW2 PSA § 2.01(a); JPMAC 2006-FRE1 PSA § 2.01(a); JPMAC 2006-FRE2 PSA § 2.01(a); JPMAC 2006-HE1 PSA § 2.01(a); JPMAC 2006-HE2 PSA § 2.01(a); JPMAC 2006-HE3 PSA § 2.01(a); JPMAC 2006-NC1 PSA § 2.01(a); JPMAC 2006-NC2 PSA § 2.01(a); JPMAC 2006-RM1 PSA § 2.01(a); JPMAC 2006-WF1 PSA § 2.01(a);

JPMAC 2006-WMC1 PSA § 2.01(a); JPMAC 2006-WMC2 PSA § 2.01(a); JPMAC 2006-WMC3 PSA § 2.01(a); JPMAC 2006-WMC4 PSA § 2.01(a); JPMMT 2005-A1 PSA § 2.01(a); JPMMT 2005-A2 PSA § 2.01(a); JPMMT 2005-A3 PSA § 2.01(a); JPMMT 2005-A4 PSA § 2.01(a); JPMMT 2005-A5 PSA § 2.01(a); JPMMT 2005-A6 PSA § 2.01(a); JPMMT 2005-A7 PSA § 2.01(a); JPMMT 2005-A8 PSA § 2.01(a); JPMMT 2005-ALT1 PSA § 2.01(a); JPMMT 2005-S1 PSA § 2.01(a); JPMMT 2005-S2 PSA § 2.01(a); JPMMT 2005-S3 PSA § 2.01(a); JPMMT 2006-A1 PSA § 2.01(a); JPMMT 2006-A2 PSA § 2.01(a); JPMMT 2006-A3 PSA § 2.01(a); JPMMT 2006-A4 PSA § 2.01(a); JPMMT 2006-A6 PSA § 2.01(a); JPMMT 2006-A7 PSA § 2.01(a); JPMMT 2006-S1 PSA § 2.01(a); JPMMT 2006-S2 PSA § 2.01(a); JPMMT 2006-S3 PSA § 2.01(a); JPMMT 2006-S4 PSA § 2.01(a); JPMMT 2007-A3 PSA § 2.01(a); JPMMT 2007-A4 PSA § 2.01(a); JPMMT 2007-S1 PSA § 2.01(a); JPMMT 2007-S2 PSA § 2.01(a); JPMMT 2007-S3 PSA § 2.01(a); LUM 2005-1 Indenture pg. 1 (Granting Clause); PRIME 2005-2 PSA § 2.01(a); PRIME 2005-3 PSA § 2.01(a); PRIME 2005-4 PSA § 2.01(a); PRIME 2005-5 PSA § 2.01(a); PRIME 2006-1 PSA § 2.01(a); PRIME 2006-2 PSA § 2.01(a); PRIME 2006-CL1 PSA § 2.01; PRIME 2007-1 PSA § 2.01(a); PRIME 2007-2 PSA § 2.01(a); PRIME 2007-3 PSA § 2.01(a); SACO 2005-6 PSA § 2.01; SACO 2005-9 PSA § 2.01; SACO 2005-WM1 PSA § 2.01; SACO 2005-WM2 PSA § 2.01; SACO 2005-WM3 PSA § 2.01; SACO 2006-4 PSA § 2.01; SAMI 2005-AR5 PSA § 2.01(a).

Dated: January 18, 2016
New York, New York

/s/ Ryan J. Andreoli
Ryan J. Andreoli