

# EXHIBIT 2

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

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**In the matter of Loan Group I of the Bear  
Stearns Mortgage Funding Trust 2007-SL1  
and Bear Stearns Asset Backed Securities I  
Trust 2007-AQ2**

Case Type: Other  
File No. 27-TR-CV-17-29

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**ORDER WITH RESPECT TO  
THE PETITION OF U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE, FOR INSTRUCTIONS IN THE ADMINISTRATION OF CERTAIN  
TRUSTS PURSUANT TO MINN. STAT. § 501C.0201 *et seq.***

This matter came on for hearing on April 26, 2017, on the petition (the “Petition”) filed by U.S. Bank National Association, solely in its capacity as trustee of each of the Bear Stearns Mortgage Funding Trust 2007-SL1 and the Bear Stearns Asset Backed Securities I Trust 2007-AQ2. With respect to the Bear Stearns Mortgage Funding Trust 2007-SL1 (the “Trust”), the Petition relates only to Loan Group I thereof. In the Petition, U.S. Bank National Association, solely in its capacity as trustee of the Trust (solely in such capacity, the “Trustee” or “U.S. Bank”), sought instructions concerning a fixed settlement payment of \$19,065,000 (the “Settlement Payment”) provided to Loan Group I of the Trust pursuant to the RMBS Trust Settlement Agreement dated July 24, 2015 (as modified on October 6, 2015, the “Trust Settlement Agreement”). Michael C. McCarthy of Maslon LLP, 90 South 7th Street, Suite 3300, Minneapolis, Minnesota, appeared on behalf of the Trustee. Gregg M. Fishbein of Lockridge Grindal Nauen P.L.L.P., 100 Washington Ave. S., Suite 2200, Minneapolis, Minnesota, appeared on behalf of FFI Fund Ltd. and FYI Ltd (collectively, “FI Funds”). John B. Orenstein of Ross & Orenstein LLC, 222 South 9th Street, Suite 470, Minneapolis, Minnesota, appeared on behalf of Fox’s Weaver, LLC (“Fox’s Weaver”). David Sheeren of Gibbs & Bruns, LLP, 1100 Louisiana, Suite 5300, Houston, Texas, along with Erik Bal of Rice, Michels & Walther LLP, 10 Second St.

NE, Suite 206, Minneapolis, Minnesota, appeared on behalf of Blackrock Financial Management, Inc. ("Blackrock"), but Blackrock has since filed a Withdrawal of Appearance. There were no other appearances in this matter with respect to the Trust. This Court, based upon all of the papers, filings, records, and proceedings herein and due and timely notice having been given to the Trust beneficiaries and other potentially interested parties, and having been fully advised as to the facts and issues involved herein and having been advised that FI Funds and Fox's Weaver agree and consent to this Order, hereby finds, directs, and orders as follows:

1. The Trust was created pursuant to a Pooling and Servicing Agreement dated as of January 1, 2007 (the "PSA"), by and among Bear Stearns Asset Backed Securities I LLC, as Depositor, EMC Mortgage Corporation (now known as EMC Mortgage LLC), as Seller and Master Servicer, and U.S. Bank, successor to LaSalle Bank National Association, as Trustee. The PSA and all other agreements governing or related to the Trust are collectively referred to in this Order as the "Governing Documents." All capitalized terms not otherwise defined in this Order shall have the meanings ascribed to such terms in the PSA.

2. In a prior proceeding, this Court granted a petition and entered an order (the "Settlement Approval Order"), which, among other things, (i) authorized the Trustee to accept, execute, and implement the Trust Settlement Agreement in accordance with a direction from certain Certificateholders, including the application and distribution of the Settlement Payment as "Subsequent Recoveries" under the PSA subject to the terms and conditions set forth in the Trust Settlement Agreement, and (ii) ordered that the Trustee's actions taken in accordance with such direction and the Settlement Approval Order, including without limitation any actions taken by U.S. Bank in connection with the Trustee's consideration, acceptance, execution, and implementation of the Trust Settlement Agreement, comply with all applicable duties under, and

are fully authorized and protected by, the Governing Documents and shall not subject U.S. Bank, individually or as Trustee, to liability. A copy of the Settlement Approval Order was attached to the Petition as Exhibit 4. *See Findings of Fact, Conclusions of Law, Directions and Order for Judgment, In re Loan Group I of the Bear Stearns Mortgage Funding Trust 2007-SL1*, No. 27-TR-CV-15-310 (Dec. 16, 2015).

3. The Trustee is a national banking association and has offices in Minneapolis, Minnesota. The Court has jurisdiction over the Petition pursuant to Minn. Stat. §§ 501C.0102(c), 501C.0202(1) and (24) because the Trustee is located in Minnesota and is seeking instruction and authorization from the Court concerning the administration of the Trust and discharge of the Trustee's duties under the Governing Documents and the Trust Settlement Agreement. Specifically, the Trustee's Petition seeks instruction and authorization concerning the order in which to increase the Certificate Principal Balances of the Certificates and distribute the Settlement Payment to Certificateholders (the "Settlement Application Process") based on the terms of the Trust Settlement Agreement and the Governing Documents.

4. The Court's jurisdiction over the Petition is *in rem* pursuant to Minn. Stat. § 501C.0201(c).

5. The Petition is properly venued in this Court pursuant to Minn. Stat. § 501C.0207(b) because a prior proceeding with respect to the Trust was held in this Court.

6. The Trustee has fully complied with all of the notice and publication requirements set forth in Minn. Stat. § 501C.0203 subd. 1, as reflected in the affidavits of mailing and publication filed with the Court.

7. The Trustee's actions in holding the Settlement Payment uninvested in escrow in a segregated account (the "Escrow Account") until the resolution of the matters identified in the

Petition with respect to this Trust and until the Trustee is required to transfer the Settlement Payment to the Distribution Account pursuant to Paragraph 8 of this Order are fully authorized and approved, and U.S. Bank, individually or as Trustee, shall not be subject to any liability whatsoever in connection with the escrow arrangement described in this Order.

8. Based on the terms of the Governing Documents together with the Trust Settlement Agreement and the arguments made by Fox's Weaver and FI Funds in the papers filed with the Court and at the hearing, the Trustee is hereby instructed and authorized to apply the "write-up first method" for the Settlement Application Process, as described in the following instructions (to be performed sequentially in order of appearance):

- a. First, on or prior to the Distribution Date which occurs in the calendar month in which this Order is entered or, if this Order is entered less than five business days prior to such Distribution Date, then on or prior to the Distribution Date in the immediately following calendar month (the "Settlement Payment Distribution Date"), the Trustee shall transfer the Settlement Payment from the Escrow Account to the Distribution Account for the Trust;
- b. Second, on the Settlement Payment Distribution Date, the Trustee shall increase the Certificate Principal Balances of the Certificates related to Loan Group I of the Trust by the amount of the Settlement Payment in accordance with and as provided by both the Governing Documents and the Trust Settlement Agreement (the "Written-Up Loan Group I Certificate Principal Balances"); and

c. Third, on the Settlement Payment Distribution Date, the Trustee shall distribute the Settlement Payment to Certificateholders based on the Written-Up Loan Group I Certificate Principal Balances as though the Settlement Payment were “Subsequent Recoveries” included in the Group I Principal Distribution Amount in accordance with and as provided by the Governing Documents and the Trust Settlement Agreement.

9. The Trustee’s actions or inactions taken in accordance with this Order, including without limitation any actions or inactions taken pursuant to Paragraph 8 of this Order, comply with the Trust Settlement Agreement and comply with all of the Trustee’s applicable duties under the Governing Documents, and are fully authorized and protected by, the Governing Documents.

10. The Trustee’s compliance with this Order, including without limitation its compliance with Paragraph 8 of this Order, shall result in the full discharge of the Trustee’s duties related to the Settlement Payment.

11. The Trustee’s compliance with this Order, including without limitation its compliance with Paragraph 8 of this Order, shall not subject U.S. Bank, individually or as Trustee, to any liability whatsoever, and U.S. Bank, individually or as Trustee, shall be entitled to exculpation from liability in connection with any actions or inactions taken in accordance with this Order.

12. The Settlement Approval Order shall be deemed supplemented by this Order solely as provided herein and this Order shall not otherwise supplement, modify, amend, alter, change, or supersede or in any other way affect the Settlement Approval Order, including without limitation the findings and orders therein that the Trustee’s actions taken in accordance

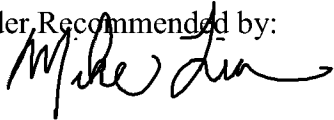
with the Settlement Approval Order (including without limitation any actions taken by the Trustee in connection with the Trustee's consideration, acceptance, execution, and implementation of the Trust Settlement Agreement) comply with all applicable duties under, and are fully authorized and protected by, the Governing Documents and shall not subject U.S. Bank, individually or as Trustee, to liability.

13. This Order is final and binding upon the Trust, the Trustee, all parties to the Governing Documents and any other parties involved in the administration of the Trust, all parties to the Trust Settlement Agreement, and all persons or entities claiming a beneficial, ownership, or other interest in the Trust, vested or contingent, even though unascertained or not in being, including, without limitation, all past, present, or future Certificateholders and their successors or assigns.

14. This Order is not applicable to any applications to certificate balances or distributions of payments or funds other than the Settlement Payment addressed herein, and is not applicable to any other trust, indenture, or other securitization. For the avoidance of doubt, this Order has no application to the separate settlement payment for the Bear Stearns Asset Backed Securities I Trust 2007-AQ2 provided by the Trust Settlement Agreement, or the settlement payment for Loan Group II of the Trust provided by that certain global RMBS Trust Settlement Agreement dated as of November 15, 2013, and modified as of July 29, 2014, by and among a group of institutional investors, JPMorgan Chase & Co. and its direct and indirect subsidiaries, and a group of trustees, including U.S. Bank. Furthermore, under no circumstances shall this Order be construed to require the Trustee to distribute the Settlement Payment to, or increase the Certificate Principal Balances of, Certificates related to Loan Group II of the Trust.

15. On and after the date hereof, the Trust shall be terminated from this Court's jurisdiction and the Trust and the Trustee shall not be subject to the continuing supervision of the Court for the purposes of Minn. Stat. §§ 501C.0201(c)(2), 501C.0205 or General Rule of Practice 417.02.

Order Recommended by:



Lien, Mike  
Sep 11 2017 2:59 PM

Referee of District Court

BY THE COURT:



Cutter, Elizabeth  
Sep 11 2017 3:47 PM

Judge of District Court



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**Agreed and Consented to:**

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