FILED Jun 16, 2011

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION – GENERAL
EQUITY PART
MERCER COUNTY

DOCKET NO. F-59553-10

CIVIL ACTION

In the Matter of Residential Mortgage Foreclosure Pleadings and Document Irregularities

**SUPPLEMENTAL CERTIFICATION OF BRIDGET LETT IN SUPPORT OF BANK OF AMERICA d/b/a BAC HOME LOANS SERVICING LP'S PRIMA FACIE SUBMISSION PURSUANT TO THE MARCH 29, 2011 STIPULATION**

BRIDGET LETT, of full age, certifies as follows:

I am an Assistant Vice President, Risk Operations Team Manager for Bank of America. In this capacity, I am responsible for compliance with servicing agreements and company guidelines with respect to activities within the Bankruptcy and Foreclosure Servicing Group, and am thoroughly familiar with Bank of America's mortgage loan servicing agreements. I am fully familiar with the facts set forth in this supplemental certification and make this supplemental certification in support of Bank of America d/b/a/ BAC Home Loans Servicing, LP's ("BAC Servicing's") Prima Facie Submission Pursuant to the March 29, 2011 Stipulation and to supplement my prior April 7, 2011 certification ("April 7 Certification")

**Servicing Agreement Between Bank of America, N.A. and BAC Home Loans Servicing LP (formerly known as Countrywide Home Loans Servicing LP)**

1. Attached as Exhibit A is a true and correct copy of a December 17, 2008 Letter Agreement between Bank of America, N.A. (the "Bank") and Countrywide Home Loans

Servicing LP ("CHLS" or the "Servicer"). As explained in my April 7 Certification, CHLS changed its name to BAC Home Loans Servicing LP effective April 27, 2009 (*see also* Exhibit 2 to my April 7 Certification (October 26, 2009, Certificate of Assistant Secretary of BAC GP, LLC, the general partner of BAC Servicing, Attachment II to which was a copy of a Certificate of Filing with the Secretary of State of Texas of a Certificate of Amendment to the Certificate of Limited Partnership of CHLS, changing its name to BAC Home Loans Servicing, LP).)

2. The introductory paragraph sets forth the basic understanding in the Letter Agreement that the Bank desires to have the Servicer "service certain mortgage loans, on a nonexclusive basis, pursuant to the terms and conditions" in the Letter Agreement. Paragraph 1 of the Letter Agreements states that "[t]he Servicer will service the mortgage loans in accordance with the standard of care by prudent mortgage servicers for mortgage loans similar to the Bank's mortgage loans."

**Representations and Warranties Regarding Accuracy of Information of Transferred Loans**

3. Attached as Exhibit B is a true and correct copy of a November 14, 2008, Servicing Agreement between CHLS and Greenpoint Mortgage Funding, Inc. This agreement is a representative example of a "sub-servicing" arrangement, where BAC typically is afforded the authority to service the mortgage loans involved, and, in cases of default, to prosecute foreclosures as necessary. This agreement was attached as Exhibit 9 to my April 7 Certification, but for convenience it is included again in this supplemental certification.

4. Sub-servicing agreements typically include representations and warranties regarding the accuracy of information regarding mortgage loans underlying the sub-servicing arrangement. Section 4.1(b) at page 20 of Exhibit B, for example, states

> All servicing records relating to the Mortgage which [CHLS] has received from GPM are true and correct in all material respects, the unpaid principal balance of the Mortgage is as stated on GPM's ledger, computer printouts, and records pertaining to the Mortgage received by [CHLS] and

any amounts held in trust for the Mortgagor(s) are the true and correct balances of the accounts related thereto.

I declare under penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct. Executed June 9, 2011, in Getzville, New York.

Bridget Lett

# EXHIBIT A

December 17, 2008

Bank of America, National Association
101 South Tryon Street
Charlotte, North Carolina 28255

Countrywide Home Loans Servicing, LP
7105 Corporate Drive
Plano, Texas 75024
Attention: Lee Wardlow, Executive Vice President

Re: Servicing Service Level Agreement

Gentlemen and Ladies:

This letter agreement (the "Agreement") is intended to set forth our understanding pursuant to which Bank of America, N.A., its affiliates and subsidiaries (collectively, the "Bank") desires to have Countrywide Home Loans Servicing LP (the "Servicer") service certain mortgage loans, on a nonexclusive basis, pursuant to the terms and conditions set fort herein.

1. Services to be Provided by the Servicer The Servicer will service the mortgage loans in accordance with the standard of care employed by prudent mortgage servicers for mortgage loans similar to the Bank's mortgage loans. Such standard of care (i) shall not be lower than that Servicer customarily employs and exercises in servicing and administering similar mortgage loans for its own account, (ii) shall be in accordance with the requirements of Servicer's policies and procedures, (iii) shall be in compliance with all federal, state and local laws, ordinances, rules and regulations, as amended from time to time; and (iv) shall be consistent with industry standards. Notwithstanding the foregoing, the parties, from time to time, may mutually agree to modify the servicing of the Bank's mortgage loans.

2. Fee. The Bank shall pay the Servicer a fee which will be mutually agreed to between the parties.

3 Governing Law/Arbitration. This Agreement shall be governed and construed under the laws of the State of New York, without regard to its conflicts of law principles. Upon written request by either party that is submitted according to the applicable rules for arbitration, any claim, demand or cause of action, which arises out of or is related to this Agreement (collectively "Claims") shall be resolved by binding arbitration in New York, New York, in accordance with (i) the Federal Arbitration Act, (ii) the Code of Procedure ("Code") of the National Arbitration Forum ("Administrator" or "NAF") and (iii) this Agreement, which shall control any inconsistency between it and the Code. The NAF shall provide each party a list of arbitrators and each party shall have the right to strike one name. The number of arbitrators on the list will be the number of parties plus one. The decision of an arbitrator on any Claims submitted to arbitration shall follow applicable substantive law and be in writing setting forth the findings of fact and law and the reasons supporting the decision. Such decision shall be final and binding upon the parties, subject to the right of appeal described below. Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator has exclusive authority to resolve any dispute relating to the applicability or enforceability of this Agreement, including the provisions of this section. Either party shall have the right to appeal to the appropriate court by errors of law in the decision rendered by the arbitrator. After a demand for arbitration is made, each party may

conduct a limited number of depositions (including the production of documents) by mutual agreement or as permitted by the arbitrator.

4. Assignment. Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party.

5. Waiver. No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the spsecific purpose stated in such writing.

6. Severability. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

7. Independent Contractor. The Servicer, in performing the services called for under this Agreement, is and shall be considered for all purposes to be an independent contractor of the Bank, with exclusive control over its employees and agents engaged in the performance of the services provided under this Agreement. The Servicer is solely responsible for determining the terms and conditions of employment between itself and its employees and agents including, for example, hiring, termination, hours of work, rates and payment of compensation, and for the payment, reporting, collection and withholding of all taxes and similar contributions.

8 Standard of Conduct. The Servicer hereby covenants and agrees that any services furnished by it shall be furnished in a competent, professional, diligent and workmanlike manner and in accordance with the terms of this Agreement. Notwithstanding the foregoing, the Servicer shall not be liable for any indirect or consequential damages suffered or incurred by the Bank or any of Bank's affiliates as a result of any breach of this Agreement by the Servicer; provided, however, that this exclusion shall not apply to damages resulting from the Servicer's gross negligence or willful misconduct.

9. Confidentiality. All information disclosed by the Servicer to the Bank, or by the Bank to the Servicer, under the terms of this Agreement, except such information as may be generally available to the public or the banking industry, is and will be kept confidential" by the non-disclosing party unless its disclosure is required by law or is required to be submitted to the regulatory supervisor(s) of the recipient party.

10. Term of the Agreement. Unless sooner terminated as hereinafter provided, this Agreement shall be in effect for 5 years from the date hereof. At the expiration of the 5-year term, and of any succeeding 5-year term, this Agreement shall automatically be renewed and extended for another 5-year term, except that any party may notify the other parties in writing of its intention not to renew or extend prior to such expiration, in which case this Agreement shall continue to be in effect for all parties other than such party providing such notice; provided that, if, as a result of the foregoing, there would be fewer than two parties to this Agreement, this Agreement shall terminate upon such expiration. Any party may terminate this Agreement, as to itself, at any time upon 2 months' prior written notice to the other parties; provided that, if, as a result of the foregoing, there would at any time be fewer than two parties to this Agreement, this Agreement shall terminate at such time.

11 Notices. All notices relating to this Agreement shall be in writing and shall be considered to have been received upon personal delivery to a party's designated representative or upon the mailing

thereof by registered or certified mail at the recipient's address set forth on the signature page of this Agreement, or to such other address as such recipient may specify in writing.

12. Breach. Upon the breach of any obligation under this Agreement by either party, the aggrieved party shall give to the defaulting party notice of such breach, which notice shall specify the exact nature of the breach. If this Agreement is terminated, the right of the aggrieved party to any damages for such breach shall not be prejudiced.

13. Integration. This Agreement supersedes all oral communications and prior writings in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and those of any other prior agreements, documents or communications, the terms and conditions of this Agreement shall prevail.

14. Arm's Length. This Agreement is the product of arm's length negotiation and is designed to reflect the arm's length understanding and agreement of the parties hereto. If it is established for whatever reason that the consideration payable for the services furnished hereunder deviates from the consideration and terms that would be available with respect to the same services supplied by persons unaffiliated with the parties hereto, then the terms and conditions of this Agreement shall be modified to include and reflect such arm's length terms. The parties hereto acknowledge and stipulate, however, that this Agreement reflects their best efforts to come to an arm's length understanding and agreement with respect to the terms of this Agreement.

Please acknowledge your acceptance to the terms of this Agreement by signing in the appropriate space below and returning the same to the undersigned. Telecopy signatures shall be deemed valid and binding to the same extent necessary as the original.

Sincerely,

BANK OF AMERICA, N.A.

By: _____
Name: Bruce W. Good
Title: Principal

Agreed to and Accepted by

COUNTRYWIDE HOME LOANS, LP

By: _____
Name: Lee Wardlow
Title: Executive Vice President

# EXHIBIT B

EXECUTION COPY

# SERVICING AGREEMENT

**(Mortgage Loans Serviced For GreenPoint and its Affiliates)**

**between**

**COUNTRYWIDE HOME LOANS SERVICING LP**

**and**

**GREENPOINT MORTGAGE FUNDING, INC.**

**Dated as of November 14, 2008**

5222738

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# SERVICING AGREEMENT

This Servicing Agreement ("Agreement") is entered into as of November 14, 2008 by and between Countrywide Home Loans Servicing LP, a Texas limited partnership ("Countrywide") and GreenPoint Mortgage Funding, Inc , a New York corporation ("GPM")

## RECITALS

WHEREAS, Countrywide is in the business of servicing mortgage loans and pools of mortgage loans

WHEREAS, GPM desires to have Countrywide service certain pools of such mortgage loans which GPM is currently servicing for itself and its Affiliates, and

WHEREAS, Countrywide desires to assume such servicing responsibilities now and hereafter in accordance with the terms and conditions set forth below and in the Servicing Relationship Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows

## ARTICLE I.

## DEFINITIONS

Whenever used herein, the following words and phrases, unless the context otherwise requires, shall have the following meanings Capitalized terms used but not defined herein shall have the meanings set forth in the Servicing Relationship Agreement

1.1 **Acceptable Standard Servicing Procedures** The procedures, including prudent collection and loan administration procedures, and standard of care employed by prudent mortgage servicers for mortgage loans similar to the Mortgage Loans Such standard of care (i) shall not be lower than what Countrywide customarily employs and exercises for other third-parties with Mortgage Loans in the same general area of jurisdiction, giving due consideration to customary and usual standards of practice of prudent institutional residential mortgage servicers, (ii) shall be in accordance with the requirements of Countrywide's policies and procedures, (iii) shall be in substantial compliance with all federal, state and local laws, ordinances, rules and regulations, as amended from time to time, and (iv) shall be consistent with industry standards

1.2 **Additional Balance** With reference to any HELOC Mortgage Loan, the aggregate amount of all Draws by the Mortgagor under the relevant Credit Line Agreement after the cut-off date for the Mortgage Loan

1.3 **Adjustable Rate Mortgage Loan** Any Mortgage Loan in which the related Mortgage Note contains a provision whereby the Mortgage Interest Rate is adjusted from time to time in accordance with the terms of such Mortgage Note

1.4 **Agreement** This Servicing Agreement, including all exhibits hereto, as the same may be amended, modified or supplemented from time to time in accordance with its terms

1.5 **Ancillary Income** All income derived from the Mortgage Loans as permitted by Applicable Law, including but not limited to annual maintenance and renewal fees, late payment charges, fees received with respect to checks or bank drafts returned by the related bank for non-sufficient funds, mortgage pay on the web fees, ACH fees, reconveyance and demand statement fees, speed pay fees, subordination fees, loss mitigation, assumption fees, modification fees, loan service transaction fees and administrative fees

1.6 **Asset Balance** On any day for any Mortgage Loan, other than a liquidated mortgage loan, its cut-off date asset balance, plus (i) any Additional Balance for the Mortgage Loan, minus (ii) all collections credited as principal against the unpaid principal of the Mortgage Loan in accordance with the related Credit Line Agreement A liquidated mortgage loan is any Mortgage Loan that as of the end of the related Reporting Period Countrywide has determined in accordance with the servicing standards in this Agreement that all Liquidation Proceeds that it expects to recover on the Mortgage Loan or the related Mortgaged Property have been recovered

1.7 **Assignment of Mortgage** An assignment of the Mortgage, notice of transfer or equivalent instrument in recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged Property is located to reflect the sale of the Mortgage

1.8 **Available Credit** An amount equal to the excess of the Credit Limit over the Asset Balance

1.9 **Cash Liquidation** Recovery of all cash proceeds by Countrywide with respect to the termination of any defaulted Mortgage Loan other than a Mortgage Loan which became a REO Property, including all PMI Proceeds, Other Insurance Proceeds, Liquidation Proceeds, Condemnation Proceeds and other payments or recoveries whether made at one time or over a period of time which GPM deems to be finally recoverable, in connection with the sale or assignment of such Mortgage Loan, by trustee's sale, foreclosure sale or otherwise

1.10 **Condemnation Proceeds** All awards or settlements in respect of a taking of all or any part of Mortgaged Property by exercise of the power of eminent domain or condemnation

1.11 **Corporate Resolution** A Corporate Resolution substantially in the form of Exhibit A attached hereto

1.12 **Credit Limit** The maximum potential Asset Balance for each Mortgage Loan permitted under the terms of the related Credit Line Agreement

1.13 **Credit Line Agreement** The related credit line account agreement for a HELOC Mortgage Loan executed by the related Mortgagor and any amendment or modification of it

1.14 **Custodial Account** With respect to a Mortgage Loan, the designated time deposit or demand account established and maintained by Countrywide pursuant to Section 2 7 herein with respect to such Mortgage Loan

1.15 **Custodial Agreement** The Custody Agreement dated as of May 14, 2008 between Capital One Services, Inc and U S Bank National Association, as amended from time to time, governing the retention of the originals of each Mortgage Note, Mortgage, Assignment of Mortgage and other Mortgage Loan Documents, and any successor agreement or additional custodial agreement entered into by GPM with respect to any Mortgage Loans

1.16 **Custodian** U S Bank National Association or such other document custodian selected by GPM or its successor in interest or assigns, or any successor to the Custodian under the Custodial Agreement, as therein provided

1.17 **Deficiency** With respect to a Mortgage Loan a principal and interest shortfall

1.18 **Delegated Authority Matrix** Exhibit 5 12(b) of the Servicing Relationship Agreement

1.19 **Delinquency Report** With respect to all of the Mortgage Loans, a report prepared by Countrywide pursuant to Section 3 2(a)(v)

1.20 **Delinquent** As used herein, a Mortgage Loan is considered to be delinquent with respect to a scheduled payment due on a Due Date if such scheduled payment is not made by the close of business on the day immediately preceding the Mortgage Loan's next succeeding Due Date, and a Mortgage Loan would be more than 30-days delinquent with respect to such scheduled payment if such scheduled payment were not made by the close of business on the day immediately preceding the Mortgage Loan's second succeeding Due Date

1.21 **Due Date** With respect to any Mortgage Loan, the date on which a Monthly Payment is due, exclusive of any days of grace

1.22 **Escrow Account** With respect to a Mortgage Loan, the designated time deposit or demand account established and maintained pursuant to Section 2 9 herein with respect to such Mortgage Loan

1.23 **Escrow Advance** Any Escrow Payment made or advanced by Countrywide on behalf of a Mortgagor because of such Mortgagor's failure to pay or remit such Escrow Payment

1.24 **Escrow Payments** The amounts required to be escrowed by the Mortgagor pursuant to any Mortgage Loan and held in Escrow Accounts, which include amounts being held for payment of taxes, assessments, water rates, mortgage insurance premiums, fire and hazard insurance premiums and other payments

1.25 **Fannie Mae** Fannie Mae or any successor organization

1.26 **FCRA** The federal Fair Credit Reporting Act, codified at 15 U S C § 1681 et seq as amended from time to time, and applicable implementing regulations

1.27 **FDCPA** Fair Debt Collection Practices Act

1.28 **FEMA** The Federal Emergency Management Agency, or any successor thereto

1.29 **FHA** The Federal Housing Administration

1.30 **First Lien Mortgage Loan** A Mortgage Loan which has a first lien deed of trust or mortgage on a related Mortgaged Property

1.31 **Freddie Mac** The Federal Home Loan Mortgage Corporation or any successor organization

1.32 **Georgia Act** As defined in Section 4 1 hereof

1.33 **GNMA** The Government National Mortgage Association or any successor organization

1.34 **Government Insurance Proceeds** Any amounts paid pursuant to a LGC or an MIC

1.35 **Gross Margin** With regard to Adjustable Rate Mortgage Loans, the fixed percentage amount set forth in the related Mortgage Note which amount is added to the Index in accordance with the terms of the related Mortgage Note to determine the Mortgage Interest Rate for such Mortgage Loan

1.36 **HELOC Draw Advance** Any amount advanced by Countrywide in connection with a Draw request from a Mortgagor pursuant to Section 2 4(b) of this Agreement

1.37 **HELOC Mortgage Loan** A Mortgage Loan that is a home equity line of credit

1.38 **HUD** The Department of Housing and Urban Development or any successor thereto

1.39 **Index** With respect to any Adjustable Rate Mortgage Loan, the index set forth in the applicable Mortgage Note which is added to the Gross Margin to determine the Mortgage Interest Rate on each Interest Adjustment Date

1.40 **Insurance Proceeds**. Proceeds of any primary mortgage insurance policy, any title policy, any hazard insurance policy or any other insurance policy covering a Mortgage Loan or the related Mortgaged Property, including any amounts required to be deposited in the Custodial Account pursuant to Section 2 7, to the extent such proceeds are not to be applied to the restoration of the related Mortgaged Property or released to the Mortgagor in accordance with Acceptable Standard Servicing Procedures

1.41 **Interest Adjustment Date** With respect to each Adjustable Rate Mortgage Loan, the date on which an adjustment to the Mortgage Interest Rate on an Adjustable Rate Mortgage Loan made in accordance with the terms of the related Mortgage Note becomes effective

1.42 **LGC** A certificate issued by the VA which evidences the VA Guaranty with respect to a particular Mortgage Loan

1.43 **Liquidation Proceeds** Amounts, other than PMI Proceeds, Condemnation Proceeds and Other Insurance Proceeds, received by Countrywide in connection with the liquidation of a defaulted Mortgage Loan through trustee's sale, foreclosure sale, REO Disposition or otherwise

1.44 **MIC** A mortgage insurance certificate issued by HUD

1.45 **Monthly Payment** The monthly payment of principal and/or interest on a Mortgage Loan

1.46 **Monthly Remittance Report** A monthly report to be delivered by Countrywide to each Owner with respect to its Mortgage Loans, with a copy to GPM, pursuant to Section 3 2

1.47 **Mortgage** The mortgage, deed of trust or other similar instrument securing a Mortgage Note

1.48 **Mortgage File** With respect to each Mortgage Loan, a file containing each of the Mortgage Loan Documents or, as applicable, copies thereof

1.49 **Mortgage Interest Rate** The annual rate at which interest accrues on any Mortgage Loan, exclusive of any private mortgage insurance, as adjusted from time to time in accordance with the provisions of the related Mortgage Note, if applicable

1.50 **Mortgage Loan** Each of the mortgage loans, including any related Additional Balances, which from time to time may be made subject to this Agreement Each Mortgage Loan shall be an Eligible Mortgage Loan and shall include without limitation the Mortgage File, the Monthly Payments, Principal Prepayments and all other rights, benefits, proceeds and obligations arising from or in connection with such mortgage loan

1.51 **Mortgage Loan Documents** With respect to a Mortgage Loan, those documents set forth on Exhibit B

1.52 **Mortgaged Property** The real property securing repayment of the debt evidenced by a Mortgage Note

1.53 **Mortgagor** The obligor on a Mortgage Note

1.54 **Opinion of Counsel:** A written opinion of counsel, who may be an employee of the party on behalf of whom the opinion is being given, acceptable to the applicable Owner

1.55 **Other Insurance Proceeds** Proceeds of any title policy, hazard policy, pool policy or other insurance policy covering the Mortgaged Property or a Mortgage Loan, other than the PMI Policy, if any, to the extent such proceeds are not to be applied to the restoration of the related Mortgaged Property or released to the Mortgagor in accordance with the

procedures that Countrywide would follow in servicing mortgage loans held for its own account

1.56 **Owner** Means, with respect to a Mortgage Loan, GPM or such other Affiliate of GPM which owns such Mortgage Loan, as indicated in the Mortgage Loan Data

1.57 **PMI Policy** A policy of private mortgage guaranty insurance

1.58 **PMI Proceeds** Proceeds of any PMI Policy

1.59 **Principal Prepayment** Any payment or other recovery of principal on a Mortgage Loan which is received in advance of its scheduled Due Date which is not accompanied by an amount of interest representing scheduled interest due on any date or dates in any month or months subsequent to the month of prepayment

1.60 **REO Disposition** The final sale by Countrywide of any REO Property or the transfer of the management of such REO Property to the applicable Owner

1.61 **REO Property** A Mortgaged Property acquired by Countrywide on behalf of the applicable Owner

1.62 **RESPA** The Federal Real Estate Settlement Procedures Act codified at 12 U S C § 2601 et seq and implemented by Resolution X, 24 C F R Part 3500

1.63 **Reporting Period** For so long as this Agreement is in effect, the period commencing on the first day of each calendar month and ending on the last day of such calendar month

1.64 **Sarbanes-Oxley Act** The Sarbanes-Oxley Act of 2002, as amended modified or supplemented from time to time

1.65 **Sarbanes Oxley Certification** The certification required by Rules 13a-14(d) and 15d-14(d) under the Exchange Act (pursuant to Section 302 of the Sarbanes-Oxley Act)

1.66 **Scheduled Fees** With respect to each Mortgage Loan, those fees specifically set forth in the Servicing Relationship Agreement

1.67 **Servicing Advance** All customary, reasonable and necessary "out of pocket" costs and expenses incurred in the performance by Countrywide of its servicing obligations, including, but not limited to, the cost of (i) the preservation, restoration and protection of the Mortgaged Property, (ii) any enforcement or judicial proceedings, including foreclosures, (iii) any appraisals, valuations, broker price opinions, inspections, or environmental assessments, (iv) the management and liquidation of the REO Property and (v) payment of taxes, assessments, water rates, mortgage insurance premiums, fire and hazard insurance premiums, flood insurance premiums and other charges which are or may become a lien on the Mortgaged Property

1.68 **Servicing File** A file maintained by Countrywide that includes the documents pertaining to a Mortgage Loan including copies of the Mortgage Loan Documents

together with copies of the credit documentation relating to the origination of such Mortgage Loan

1.69 **Servicing Officer** Any officer of Countrywide involved in, or responsible for, the administration and servicing of the Mortgage Loans

1.70 **Servicing Relationship Agreement** The Amended and Restated Servicing Relationship Agreement between GPM and Countrywide dated as of October 31, 2008, as the same may be amended from time to time

1.71 **Servicing Transfer Date** With respect to each Mortgage Loan, the date on which the physical servicing of the Mortgage Loan is transferred to Countrywide pursuant to this Agreement

1.72 **Standard & Poor's** Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc , and its successors in interest

1.73 **Standard & Poor's Glossary** Version 6 4 3 of the Standard & Poor's LEVELS® Glossary

1.74 **Standard Service Release** Any release and transfer of servicing of any Mortgage Loan from Countrywide to GPM for any reason that is not identified as a " for cause" termination under this Agreement or the Servicing Relationship Agreement

1.75 **Transfer Date** With respect to each Mortgage Loan, the date designated by GPM in writing delivered to Countrywide pursuant to Article V herein or Article 10 of the Servicing Relationship Agreement, on which Countrywide shall transfer the servicing responsibilities in such Mortgage Loan

1.76 **VA** The Department of Veterans Affairs

1.77 **VA Guaranty** A guaranty issued by the VA pursuant to which the VA guarantees the full and timely payment of principal and interest on a VA Mortgage Loan

1.78 **VA Mortgage Loan** A Mortgage Loan with a LGC

## ARTICLE II.

## SERVICING OF THE MORTGAGE LOANS

2.1 **Servicing of the Mortgage Loans**.

(a) Countrywide shall service and administer each Mortgage Loan from and after the related Servicing Transfer Date in accordance with the terms of this Agreement, Applicable Law, the Servicing Relationship Agreement (including the Delegated Authority Matrix and the applicable service level standards set forth on Exhibit 5 21 of the Servicing Relationship Agreement) and Acceptable Standard Servicing Procedures and shall have full power and authority, acting alone, to do

or cause to be done any and all things in connection with such servicing and administration which Countrywide may deem necessary or desirable and consistent with the foregoing

(b) Unless provided herein or in the Servicing Relationship Agreement, GPM shall delegate authority to Countrywide to carry out its servicing and administration duties without obtaining GPM's prior written approval Countrywide may request the consent of GPM in writing by certified mail, overnight courier or such other means as may be agreed to by the parties to a course of action that Countrywide proposes to take under this Agreement Unless GPM shall give written notice to Countrywide that it objects to any recommended course of action within ten (10) Business Days immediately following the day on which the GPM received Countrywide's written consent request (together with its recommended course of action and relevant supporting documentation), GPM shall be deemed to have consented to such recommended course of action, and Countrywide may take the action recommended to GPM, unless Countrywide determines, in its reasonable discretion, that such action is no longer prudent or applicable In the event that GPM shall give Countrywide written objection to Countrywide's recommended course of action, then GPM shall recommend an alternative course of action, and Countrywide shall take such action as is required in writing by GPM, and Countrywide shall have no liability therefor if it is not negligent in performing such action Countrywide shall have the right to waive any fee or Ancillary Income without GPM's consent

(c) As to each Mortgage Loan, Countrywide shall make periodic Mortgage Interest Rate and Monthly Payment adjustments, as applicable, in strict compliance with (i) the terms of the Mortgage and Mortgage Note, (ii) all Applicable Law, and (iii) Acceptable Standard Servicing Procedures If, pursuant to the terms of the Mortgage Note, another index is selected for determining the Mortgage Interest Rate because the original Index is no longer available, the same index will be used with respect to each Mortgage Note which requires a new index to be selected, provided that such selection does not conflict with the terms of the related Mortgage Note Countrywide shall establish procedures to monitor the Index in order to ensure that it uses the appropriate value for the Index in determining an interest rate change Countrywide shall execute and deliver all appropriate notices required by (i) the terms of the Mortgage and Mortgage Note, (ii) all Applicable Law, and (iii) Acceptable Standard Servicing Procedures regarding such Mortgage Interest Rate adjustments and Monthly Payment adjustments Countrywide shall promptly upon written request thereof, deliver to GPM such notifications and any additional applicable data regarding such adjustments and the methods used to calculate and implement such adjustments Upon the discovery by Countrywide or GPM that Countrywide has failed to adjust a Mortgage Interest Rate or a Monthly Payment pursuant to the terms of the related Mortgage Note and Mortgage, Countrywide shall immediately deposit in the Custodial Account from its own funds the amount of any interest loss caused the applicable Owner thereby without reimbursement therefore Countrywide

shall notify GPM of any failure to adjust a Mortgage Interest Rate or a Monthly Payment pursuant to the terms of the related Mortgage Note and Mortgage

(d) Countrywide shall provide GPM with a monthly Delinquency Report identifying the collection and delinquency status of Delinquent Mortgage Loans as of the last Business Day of the preceding month For purposes of reporting loan status, Countrywide shall report delinquencies utilizing the Mortgage Bankers Association methodology (i e loans past due for thirty days shall be considered thirty (30) days delinquent)

(e) Countrywide shall provide GPM with any standard monthly reports reasonably requested by GPM GPM agrees that to the extent GPM requests additional monthly reports to be produced by Countrywide in addition to any of the standard Countrywide reports, Countrywide shall charge GPM a custom report development fee as set forth in the Servicing Relationship Agreement

(f) Servicer shall perform the tax reporting required by the Code, as such may be amended or superseded, with respect to prepaid interest and points paid at closing to the applicable Owner, the receipt of mortgage interest from individuals, interest collected and paid to Mortgagors and the cancellation of indebtedness by certain financial entities, by preparing such tax and information returns as may be required, in the form required, and causing the same to be reported to the Mortgagors and the appropriate governmental agencies

2.2 **Use of Subservicers and Subcontractors** In order to perform its obligations under this Agreement, Countrywide shall only engage the use of any Subservicer or Subcontractor in accordance with the provisions of the Servicing Relationship Agreement

2 3 **Collection of Mortgage Loan Payments** Countrywide shall use Acceptable Standard Servicing Procedures to collect all payments due under each Mortgage Loan to the extent such procedures shall be consistent with this Agreement, the terms and provisions of any related LGC, MIC or PMI Policy and Applicable Law Countrywide shall not be required to institute or join in litigation with respect to collection of any payment (whether under a Mortgage, Mortgage Note, PMI Policy or otherwise or against any public or governmental authority with respect to a taking or condemnation) if in its reasonable judgment it believes that it will be unable to enforce the provision of the Mortgage or other instrument pursuant to which payment is required

2 4 **Advances**

(a) Servicing Advances Countrywide shall from time to time during the term of this Agreement make such Servicing Advances as Countrywide shall reasonably deem appropriate or advisable under the circumstances and as are required pursuant to the terms of this Agreement and Acceptable Standard Servicing Procedures and GPM shall reimburse Countrywide for such Servicing Advances in accordance with the Servicing Relationship Agreement

(b) HELOC Draw Advances Countrywide shall from time to time during the term of this Agreement make HELOC Draw Advances out of its own funds in accordance with the terms of each HELOC Mortgage Loan and as are required pursuant to the terms of this Agreement, the Servicing Relationship Agreement and Acceptable Standard Servicing Procedures and GPM shall reimburse Countrywide for such HELOC Draw Advances in accordance with the Servicing Relationship Agreement

(c) Escrow Advances Countrywide shall from time to time during the term of this Agreement make such Escrow Advances as Countrywide shall reasonably deem appropriate or advisable under the circumstances and as are required pursuant to the terms of this Agreement and Acceptable Standard Servicing Procedures and GPM shall reimburse Countrywide for such Escrow Advances in accordance with the Servicing Relationship Agreement

(d) Non Recoverable Advances Notwithstanding anything herein to the contrary, Countrywide will not be required to make any advances that it reasonably believes will not be ultimately recoverable from the Mortgaged Property

(e) No Monthly Advances Countrywide shall not be required to advance for prepayment interest shortfalls, compensating interest on payoffs or delinquent payments by Mortgagors of scheduled interest and scheduled principal payments

2 5 **Compliance**

(a) Countrywide will comply with, and Countrywide will endeavor to cause each Mortgagor to comply with, all Applicable Law and requirements of PMI Policy companies, including those requiring the giving of notices

(b) Where applicable, Countrywide will comply with the National Housing Act, as amended, FDCPA, and with the Servicemen's Readjustment Act of 1944, as amended, and with all rules and regulations issued under each of those statutes, and with the requirements of PMI Policy companies, including requirements concerning the giving of notices and the submitting of claims required to be given or submitted to FHA, VA or to PMI Policy companies, to the end that the full benefit of any applicable FHA insurance, the guaranty of the United States of America, or PMI Policy will inure to the benefit of GPM and all Owners as their interests may appear

2 6 **Realization Upon Defaulted Mortgage Loans** Countrywide shall use Acceptable Standard Servicing Procedures to foreclose upon or otherwise comparably convert the ownership of properties securing such of the Mortgage Loans as come into and continue in default and as to which no satisfactory arrangements can be made for collection of delinquent payments. Countrywide shall use Acceptable Standard Servicing Procedures to realize upon defaulted Mortgage Loans in such manner as will maximize the receipt of principal and interest by the applicable Owner, taking into account, among other things, the timing of foreclosure proceedings Countrywide shall follow the Acceptable Standard

Servicing Procedures, as applicable with respect to the commencement of foreclosure proceedings The foregoing is subject to the provisions that, in any case in which Mortgaged Property shall have suffered damage, Countrywide shall not be required to expend its own funds toward the restoration of such property unless it shall determine in its discretion (i) that such restoration will increase the proceeds of liquidation of the related Mortgage Loan to the applicable Owner after reimbursement to itself for such expenses, and (ii) that such expenses will be recoverable by Countrywide through Insurance Proceeds or Liquidation Proceeds from the related Mortgaged Property Countrywide shall notify GPM in writing of the commencement of foreclosure proceedings Such notice may be contained in the reports prepared by Countrywide and delivered to GPM pursuant to the terms and conditions of this Agreement In connection therewith, Countrywide shall be responsible for all costs and expenses incurred by it in any such proceedings, provided, however, that it shall be entitled to reimbursement thereof from the proceeds of the related Mortgaged Property as set forth above in clause (ii) Any repair costs to the related Mortgaged Property greater than $5,000 shall be approved by GPM

2 7 **Deposits to Custodial Accounts** Countrywide shall establish and maintain with Capital One, N A , new Custodial Accounts for the benefit of the applicable Owner in accordance with the Servicing Relationship Agreement Countrywide shall deposit into the respective Custodial Accounts upon receipt and in all events not later than two (2) Business Days of its receipt thereof all payments and collections in respect of the Mortgage Loans applicable to such Custodial Account, received after the Servicing Transfer Date, provided that Ancillary Income need not be deposited by Countrywide in the Custodial Accounts Any amounts on deposit in a Custodial Account shall be invested at the direction of GPM

2 8 **Permitted Withdrawals From the Custodial Account** Countrywide shall be entitled to withdraw funds from a Custodial Account only for the following purposes

(i) on each Business Day, to make payments to the applicable Owner payable on such Business Day in the amounts and in the manner provided for in Section 3 1,

(ii) to pay the applicable Owner any Cash Liquidation, Liquidation Proceeds, Condemnation Proceeds, Government Insurance Proceeds, PMI Proceeds and Other Insurance Proceeds,

(iii) to pay GPM any investment income earned on funds in the Custodial Account,

(iv) to pay itself the Servicing Fee or any Ancillary Income,

(v) to reimburse itself for any Servicing Advances and Escrow Advances made pursuant to this Agreement for which Countrywide has not been reimbursed,

(vi) to reimburse itself for any unpaid HELOC Draw Advance made pursuant to this Agreement to the extent the applicable Custodial Account has sufficient funds,

(vii) to cover any shortfall in Escrow Payments not transferred to Countrywide,

(viii) to reimburse itself for any amounts deposited in the Custodial Account in error, and

(ix) to clear and terminate such Custodial Account upon the termination of this Agreement

Countrywide shall protect, defend and hold GPM harmless from any losses, damages or expenses incurred by GPM as the result of any amounts withdrawn from any Custodial Account by Countrywide in error In addition, GPM shall protect, defend and hold Countrywide harmless from any losses, damages or expenses incurred by Countrywide as the result of any amounts withdrawn from any Custodial Account by GPM in error

2 9 **Deposits to Escrow Accounts** Countrywide shall establish and maintain with Capital One, N A , new Escrow Accounts for the benefit of the applicable Owner and Mortgagors Countrywide shall deposit in the Escrow Account upon receipt and in all events not later than two (2) Business Days of its receipt thereof, and retain therein

(i) all Escrow Payments collected on account of the Mortgage Loans, for the purpose of effecting timely payment of any such items as required under the terms of this Agreement, and

(ii) all amounts representing Insurance Proceeds or Condemnation Proceeds which are to be applied to the restoration or repair of any Mortgaged Property

Any amounts on deposit in an Escrow Account shall be invested at the direction of GPM.

2 10 **Permitted Withdrawals From Escrow Account** Countrywide shall be entitled to withdraw funds from an Escrow Account only for the following purposes

(i) to effect timely payments of ground rents, taxes, assessments, water rates, mortgage insurance premiums, condominium charges, fire and hazard insurance premiums or other items constituting Escrow Payments for the related Mortgage,

(ii) to reimburse itself for any Escrow Advance made by Countrywide with respect to a related Mortgage Loan, but only from amounts received on the related Mortgage Loan which represent late collections of Escrow Payments thereunder.

(iii) to refund to any Mortgagor any funds found to be in excess of the amounts required under the terms of the related Mortgage Loan, Applicable Law or judicial or administrative ruling,

(iv) for transfer to the Custodial Account in accordance with the terms of the related Mortgage and Mortgage Note,

(v) for application to restoration or repair of the Mortgaged Property in accordance with this Agreement,

(vi) to pay any interest paid on the funds deposited in the Escrow Account to any Mortgagor, to the extent required by Applicable Law, or to pay any investment income earned on the funds deposited in the Escrow Account to GPM,

(vii) to reimburse itself for any amounts deposited in the Escrow Account in error,

(viii) to transfer to the Custodial Account any Other Insurance Proceeds, and

(ix) to clear and terminate the Escrow Account upon the termination of this Agreement

Countrywide shall be responsible to pay any interest on escrowed funds payable pursuant to Applicable Law to a Mortgagor notwithstanding that the Escrow Account may be non-interest bearing or that interest paid thereon is insufficient for such purposes Countrywide shall protect, defend and hold GPM harmless from any losses, damages or expenses incurred by GPM as the result of any amounts withdrawn from any Escrow Accounts by Countrywide in error

2 11 **Servicing Compensation and Responsibility for Expenses**

(a) **Servicing Fees** As consideration for servicing the Mortgage Loans, Countrywide shall be entitled the applicable Servicing Fee and Scheduled Fees

(b) **Ancillary Income** Countrywide shall be entitled to additional servicing compensation in the form of a portion of the Ancillary Income as is set forth in the Servicing Relationship Agreement

(c) **Other Expenses.** Countrywide shall be required to pay all expenses incurred by it in connection with its servicing activities hereunder and shall not be entitled to reimbursement thereof except as specifically provided for herein or in the Servicing Relationship Agreement

2 12 **Payment of Taxes, Insurance and Other Charges**

With respect to each Mortgage Loan which provides for Escrow Payments to be made, Countrywide shall maintain accurate records reflecting the status of ground rents, taxes,

assessments, water rates and other charges which are or may become a lien upon the Mortgaged Property and the status of PMI Policy premiums and fire and hazard insurance coverage and shall obtain, from time to time, all bills for the payment of such charges (including renewal premiums) and shall effect payment thereof prior to the applicable penalty or termination date and at a time appropriate for securing maximum discounts allowable, employing for such purpose deposits of the Mortgagor in the Escrow Account which shall have been estimated and accumulated by Countrywide in amounts sufficient for such purposes, as allowed under the terms of the Mortgage

With respect to any Mortgage Loans that do not provide for Escrow Payments, Countrywide shall take such actions as are required pursuant to Acceptable Standard Servicing Procedures With respect to each Mortgage Loan that provides for Escrow Payments, subject to Acceptable Standard Servicing Procedures, Countrywide assumes full responsibility for the payment of all such bills and shall effect payments of all such bills irrespective of the Mortgagor's faithful performance in the payment of same or the making of the Escrow Payments and shall make Escrow Advances to effect such payments within the time period required to avoid the loss of the related Mortgaged Property by foreclosure from a tax or other lien

2 13 **HELOC Draw Processing**

(a) Countrywide shall process all Draw requests and release funds to Mortgagors in accordance with the terms of this Section 2 13 Countrywide may, at its sole discretion, select Bank of America, N A , Countrywide Bank, FSB or Capital One, N A or any other bank or other financial institution reasonably acceptable to GPM, to process all Draw requests and release the funds to the Mortgagors Upon receipt by Countrywide or its designee of a Countrywide issued HELOC Mortgage Loan disbursement check drawn on a HELOC Mortgage Loan, Countrywide shall cause the release of funds in the amount of the Draw, which shall be posted as a debit to the related HELOC Mortgage Loan unless (a) the Available Credit under the HELOC Mortgage Loan is less than the amount of the check, (b) any payment due under the terms of the related Mortgage Note is Delinquent, (c) foreclosure proceedings have commenced on the Mortgaged Property, (d) the Mortgagor is in bankruptcy, (e) the Mortgagor has placed a valid and timely stop payment on the check, (f) the Available Credit needed to post the check is based on a principal payment to the loan that has not yet cleared the bank, (g) the check is a duplicate of a check that has already been posted, (h) the signature on the check or wire transfer does not match the signature on file with Countrywide, or (i) other reasons deemed appropriate by Countrywide for refusal to cause the release of such funds Countrywide covenants that in processing Draw requests it will strictly comply with the terms of the applicable Credit Line Agreement, Acceptable Standard Servicing Procedures and Applicable Law, including, but not limited to, Regulation Z, 12 C F.R § 226 5b Countrywide shall notify the related Mortgagor of all rejected Draw requests

(b) With respect to each HELOC Mortgage Loan transferred to a successor servicer or subservicer, Countrywide will process Draw requests up to thirty (30) days

after the related Transfer Date Countrywide shall have no obligation to process a Draw request thirty (30) days after the Transfer Date with respect to a HELOC Mortgage Loan and GPM agrees to indemnify and hold Countrywide harmless from and against any and all damages arising from third-party claims that arise after such thirty (30) day period

2 14 **Maintenance of Flood Insurance** If the Mortgaged Property has the benefit of a flood insurance policy, Countrywide will monitor the status of the flood insurance policy and maintain accurate records of the same at no cost to GPM, and shall cause to be maintained such flood insurance policy in the amounts required by Applicable Law at the Mortgagor's expense, including servicer placed flood insurance in accordance with Acceptable Standard Servicing Procedures and Applicable Law Countrywide shall be liable for failure to maintain such insurance Countrywide shall not interfere with the Mortgagor's freedom of choice in selecting insurance carrier or agent, provided, however, that Countrywide shall not accept any such insurance policies from insurance companies unless such companies are acceptable to Fannie Mae and Freddie Mac and are licensed to do business in the state wherein the Mortgaged Property subject to the policy is located Any amounts collected by Countrywide under any flood insurance policies, other than amounts released to the Mortgagor in accordance with Acceptable Standard Servicing Procedures and Applicable Law, shall be deposited in the Custodial Account, subject to withdrawal pursuant to Section 2 8 herein Notwithstanding the foregoing, Countrywide shall have no liability to GPM or any third party for any penalties or fines imposed based on Countrywide's failure to timely notify the Director of FEMA and the flood insurance provider related to a servicing transfer if Countrywide is not provided with adequate flood insurance information upon the Servicing Transfer Date

2 15 **Title, Management and Disposition of REO Property**. Countrywide shall manage, conserve, protect, operate and dispose of each REO Property in accordance with the terms of the Servicing Relationship Agreement and with the following requirements

(a) Title In the event that title to a Mortgaged Property is acquired in foreclosure, redemption, ratification or by deed in lieu of foreclosure, the deed or certificate of sale shall be taken in the name of the applicable Owner or its designee, with confirmation periods applicable in each state, or in the event such Owner is not authorized or permitted to hold title to real property in the state where the REO Property is located, or would be adversely affected under the "doing business" or tax laws of such state by so holding title, the deed or certificate of sale shall be taken in the name of such Person or Persons as shall be consistent with an Opinion of Counsel obtained by Countrywide, such cost to be borne by such Owner, from an attorney duly licensed to practice law in the state where the REO Property is located Any Person or Persons holding such title other than the applicable Owner shall acknowledge in writing that such title is being held as nominee for the benefit of such Owner

(b) Management Unless otherwise requested by GPM in writing, Countrywide shall, either itself or through an agent selected by Countrywide, manage, conserve, protect and operate each REO Property in the same manner that it manages,

conserves, protects and operates other foreclosed property for its own account Countrywide shall attempt to sell the REO Property on such terms and conditions as Countrywide deems to be in the best interest of the applicable Owner Servicer shall deposit or cause to be deposited into the related Custodial Account, within two (2) Business Days of initial deposit in Countrywide's mortgage receipts clearing account, all revenues received with respect to the REO Properties and shall withdraw therefrom funds necessary for the proper operation, management and maintenance of the REO Properties, including the cost of maintaining any force order insurance and the fees of any managing agent acting on behalf of Countrywide

(c) Disposition Unless otherwise requested by GPM in writing, Countrywide shall follow the Acceptable Standard Servicing Procedures and use reasonable efforts to dispose of the REO Property as soon as possible and shall sell such REO Property in any event within one (1) year after title and vacancy of such REO Property has been obtained, unless Countrywide determines, and gives an appropriate notice to GPM, that a longer period is necessary for the orderly liquidation of such REO Property If a period longer than one (1) year is permitted under this Agreement and is necessary to sell any REO Property, Countrywide shall report monthly to GPM as to the progress being made in selling such REO Property

Each REO Disposition shall be carried out by Countrywide at such price and upon such terms and conditions as Countrywide deems to be in the best interest of the applicable Owner. If as of the date title to any REO Property was acquired by Countrywide, there were outstanding Servicing Fees or unreimbursed Escrow Advances or Servicing Advances with respect to the REO Property or the related Mortgage Loan, Countrywide, upon an REO Disposition of such REO Property, will be entitled to reimbursement for any such Servicing Fees and unreimbursed Escrow Advances or Servicing Advances from proceeds received in connection with such REO Disposition The proceeds from the REO Disposition, net of any payment to Countrywide as provided above, shall be deposited in the Custodial Account for distribution in accordance with Section 3 1

2 16 **Satisfaction of Mortgages and Release of Mortgage Files** Upon the payment in full of any Mortgage Loan, Countrywide will within seventy-two (72) hours notify the Custodian, which notice shall include a request of the portion of the Mortgage File held by the Custodian necessary to complete the reconveyance Upon receipt of the related Mortgage Loan Documents, Countrywide shall prepare and process any satisfaction or release in accordance with Applicable Law If the Custodian does not release the related Mortgage Loan Documents to Countrywide within ten (10) Business Days of receipt of request to do so, Countrywide may retain a third party to complete the reconveyance and charge GPM the actual cost of services provided by such third party Countrywide shall have no liability for third party delays that may result in assessed penalties and shall not be subject to termination "for cause" hereunder or under the Servicing Relationship Agreement as a result of third party delays in delivering Mortgage Loan Documents To the extent a reconveyance fee is uncollectible from the Mortgagor, Countrywide shall

charge GPM a reconveyance fee as set forth in the Servicing Relationship Agreement, in connection with any instrument of satisfaction or deed of reconveyance Countrywide will use Acceptable Standard Servicing Procedures to collect such reconveyance fee from the Mortgagor

If Countrywide satisfies or releases a Mortgage without first having obtained payment in full of the indebtedness secured by the Mortgage (or such lesser amount in connection with a discounted payoff accepted by Countrywide with respect to a defaulted Mortgage Loan or Countrywide accepts a payment amount which is greater than $100 of the indebtedness secured by the Mortgage) or should Countrywide otherwise prejudice any rights the applicable Owner or GPM may have under the mortgage instruments, Countrywide shall deposit the shortfall amount of the unpaid indebtedness in the Custodial Account within five (5) Business Days of such action by Countrywide

From time to time and as appropriate for the servicing or foreclosure of a Mortgage Loan, including for the purpose of collection under any LGC, MIC or PMI Policy, GPM shall, upon request of Countrywide and delivery to GPM or GPM's designee of a servicing receipt signed by a Servicing Officer, release or cause to be released the portion of the Mortgage File held by the Custodian, GPM or its designee to Countrywide Such servicing receipt shall obligate Countrywide to return the related Mortgage Loan Documents to GPM or the Custodian when the need therefore by Countrywide no longer exists, unless the Mortgage Loan has been liquidated and the Liquidation Proceeds relating to the Mortgage Loan have been deposited in the Custodial Account or the Mortgage File or such document has been delivered to an attorney, or to a public trustee or other public official as required by law, for purposes of initiating or pursuing legal action or other proceedings for the foreclosure of the Mortgaged Property either judicially or non-judicially. Upon receipt of notice from Countrywide stating that such Mortgage Loan was liquidated, the servicing receipt shall be released to Countrywide.

2 17 **Assignment of Mortgages** Countrywide shall not be responsible for the preparation and recordation of any Assignment of Mortgages from the applicable Owner to a third party

2 18 **Disclosure Upon Transfer of Servicing** GPM shall cause to be provided to each Mortgagor a notice of assignment, sale or transfer of servicing to Countrywide With respect to any HELOC Mortgage Loans, such notice shall advise the Mortgagor that their HELOC Mortgage Loan draw checks will not be valid after the Servicing Transfer Date and further advising the Mortgagor that they will be receiving new HELOC Mortgage Loan draw checks from Countrywide within ten (10) days following the Servicing Transfer Date Upon boarding of each Mortgage Loan, Countrywide shall cause to be provided to each Mortgagor a "Welcome Letter" in such form as is reasonably acceptable to GPM and is in accordance with RESPA, Acceptable Standard Servicing Procedures and Applicable Law

2 19 **Corporate Resolution** In order for Countrywide to perform certain duties hereunder, GPM by Corporate Resolution will grant Countrywide limited authority to act on behalf of GPM GPM shall provide Countrywide with a fully executed original Corporate Resolution so as to enable Countrywide to carry out its servicing and loan administration

duties under this Agreement The Corporate Resolution shall be revoked upon termination or expiration of this Agreement Countrywide covenants that the Corporate Resolution will be used only in furtherance of Countrywide's obligations to GPM under this Agreement Countrywide hereby agrees to indemnify GPM and its Affiliates from any loss, damage, expense or claim (including costs and expenses of counsel) relating to misuse or wrongful use of the Corporate Resolution

2 20 **Superior Liens** If Countrywide is notified that any superior lienholder has accelerated or intends to accelerate the obligations secured by the superior lien, or has declared or intends to declare a default under the superior mortgage or the promissory note secured thereby, or has filed or intends to file an election to have the Mortgaged Property sold or foreclosed, Countrywide shall take whatever actions are necessary to protect the interests of the applicable Owner, and/or to preserve the security of the related Mortgage Loan, subject to any requirements applicable to real estate mortgage investment conduits pursuant to the Code In accordance with Acceptable Standard Servicing Procedures Countrywide shall make a Servicing Advance of the funds necessary to cure the default or reinstate the superior lien if Countrywide determines that such Servicing Advance is in the best interests of the applicable Owner and would be in accordance with Acceptable Standard Servicing Procedures

If the Mortgage relating to a Mortgage Loan had a lien senior to the Mortgage Loan on the related Mortgaged Property as of the related Servicing Transfer Date, then Countrywide may consent to the refinancing of the prior senior lien in accordance with the requirements in the Delegated Authority Matrix

2 21 **Asset Recovery** Countrywide shall be obligated to perform asset recovery on any Mortgage Loan foreclosed upon by a First Lien Mortgage Loan or on any charged-off Mortgage Loan as set forth in the Servicing Relationship Agreement

## ARTICLE III.

## REMITTANCES AND REPORTING

3 1 **Remittances** On each Business Day, Countrywide shall withdraw from each Custodial Account and distribute to the applicable Owner pursuant to the wire instructions provided by GPM with respect to such Owner the positive amount, if any of (a) all amounts deposited into such Custodial Agreement pursuant to Section 2 7 during the related Reporting Period, minus (b) all amounts withdrawn or to be withdrawn by Countrywide on such day pursuant to Section 2 8(iv) to (viii) of this Agreement With respect to any Reporting Period, in the event that the amount calculated by application of clauses (a) and (b) of the preceding sentence is negative at the end of such Reporting Period, then Countrywide shall invoice GPM for such negative amount pursuant to the terms of Article 6 of the Servicing Relationship Agreement

3 2 **Reports to Owner; Access to Mortgage Loan Information**

(a) **Accounting Reports** Countrywide shall provide each Owner (with a copy to GPM) with a Monthly Remittance Report covering the most recently completed Reporting Period by the third (3rd) Business Day of each month Such reports shall be in electronic format and include mortgage loan information electronically generated through Countrywide's loan administration servicing system including but not limited to (i) the actual balance as of the last day of the related Reporting Period, (ii) all Principal Prepayments applied to the Mortgagor's account during the related Reporting Period, (iii) principal and interest collections received during the related Reporting Period, (iv) the amounts of the monthly collection that are to be remitted to the Owners and GPM, (v) an identification of Mortgage Loans that are thirty (30), sixty (60) or ninety (90) days or more Delinquent as of the end of the prior month with respect to Monthly Payments and Mortgage Loans that are in foreclosure or bankruptcy, (vi) Mortgage Loans that have become REO Properties, (vii) HELOC Draw Advances, (viii) Available Credit, (ix) Credit Limit, and (x) average daily balance

(b) **Annual Statement as to Compliance** Countrywide shall deliver to GPM on or before March 1st of each year, beginning in the year following the initial Servicing Transfer Date, an officers' certificate stating, as to each signatory thereof, that (a) a review of the activities of Countrywide during the preceding calendar year and of performance under this Agreement and the Servicing Relationship Agreement and has been made under such officers' supervision, and (b) to the best of such officers' knowledge, based on such review, Countrywide has fulfilled all of its obligations under this Agreement and the Servicing Relationship Agreement, throughout such year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officers and the nature and status thereof

(c) **Annual Independent Certified Public Accountants' Servicing Report** Countrywide shall deliver to GPM on or before March 1st of each year, beginning in the year following the initial Servicing Transfer Date, Countrywide at its expense shall cause a firm of independent public accountants, which is a member of the American Institute of Certified Public Accountants, to furnish a statement to GPM, to the effect that such firm has examined certain documents and records relating to Countrywide's servicing of mortgage loans of the same type as the Mortgage Loans, pursuant to this Agreement and the Servicing Relationship Agreement, and that, on the basis of such examination, conducted substantially in accordance with the Uniform Single Audit Program for Mortgage Bankers, such firm is of the opinion that Countrywide's servicing has been conducted in compliance with this Agreement and the Servicing Relationship Agreement, examined pursuant to this Section 3 2 except for (a) such exceptions as such firm shall believe to be immaterial, and (b) such other exceptions as shall be set forth in such statement

(d) **Daily Extract File** Countrywide shall provide GPM with an extract file containing Mortgage Loan activity on a daily basis through a file transfer protocol (FTP) delivery

## ARTICLE IV.

## WARRANTIES AND REPRESENTATIONS

4 1 **General Representations, Warranties and Covenants of GPM** GPM represents, warrants and covenants to Countrywide that, as of the related Servicing Transfer Date

(a) The origination, servicing and collection practices with respect to each Mortgage and the Mortgage Note have been conducted in all material respects in accordance with the terms of Mortgage Note and in compliance with all Applicable Laws and regulations (including, without limitation, laws related to usury, truth in lending, real estate settlement procedures, consumer credit protection, equal credit opportunity or disclosure laws) and in accordance with the proper, prudent and customary practices in the mortgage origination and servicing business No Owner has received notice of alleged fraud or identity theft with respect to any Mortgage Loan which would result in the transfer of the servicing related to such Mortgage Loan being prohibited under Section 615(f) of the FCRA

(b) All servicing records relating to the Mortgage which Countrywide has received from GPM are true and correct in all material respects, the unpaid principal balance of the Mortgage is as stated on GPM's ledger, computer printouts, and records pertaining to the Mortgage received by Countrywide and any amounts held in trust for the Mortgagor(s) are the true and correct balances of the accounts related thereto

(c) Other than foreclosure, bankruptcy or an eviction proceeding, or a claim or lawsuit claiming contractor workmanship deficiencies or failures, to GPM's knowledge, there is no action, suit, proceeding, investigation or litigation pending or threatened, with respect to the Mortgage or the Mortgaged Property, to GPM's knowledge, no Mortgage Loan is subject to any outstanding litigation for fraud, origination, predatory lending, servicing or closing practices, provided that the foregoing shall not include any action, suit, proceeding, investigation or litigation pending or threatened that relates to claims by any purchaser or its assigns of any Mortgage Loan.

(d) To GPM's knowledge, there are no delinquent taxes, water charges, sewer rents, assessments, insurance premiums, leasehold payments, including assessments payable in future installments, or other material outstanding charges affecting the related Mortgaged Property To GPM's knowledge, all homeowner association, condominium, planned unit development or similar assessments have been timely paid to the appropriate party and properly accounted for

(e) None of the Mortgage Loans are classified as (a) "high cost" loans under the Home Ownership and Equity Protection Act of 1994, (b) "high cost," "threshold," "covered" (excluding a "covered home loan" as defined in clause (1) of the definition of such term under the New Jersey Home Ownership Security Act of 2002), "high risk home", or "predatory" loans under any other applicable federal,

state or local law (including, without limitation, any regulation or ordinance) (or a similarly classified loan using different terminology under a law imposing heightened regulatory scrutiny or additional legal liability for residential mortgage loans having high interest rates, points and/or fees), or (c) a Mortgage Loan categorized as "High Cost" or "Covered" pursuant to Appendix E of the Standard & Poor's Glossary

(f) No Mortgage Loan is a "High-Cost Home Loan" as defined in the Georgia Fair Lending Act, as amended (the "Georgia Act") No Mortgage Loan subject to the Georgia Act and secured by owner occupied real property or an owner occupied manufactured home located in the State of Georgia was originated (or modified) on or after October 1, 2002 through and including March 6, 2003

4 2 **Limitation on Liability of Countrywide** Neither Countrywide nor any of the officers, employees or agents of Countrywide shall be under any liability to the applicable Owner or GPM for any action taken or for refraining from taking any action in good faith pursuant to this Agreement, or for errors in judgment; provided, however, that this provision shall not protect Countrywide or any such person against any breach of warranties or representations made in this Agreement or in the Servicing Relationship Agreement, any failure to perform its obligations in strict compliance with the terms of this Agreement, the Servicing Relationship Agreement and Acceptable Standard Servicing Procedures, any liability which would otherwise be imposed by reason of any breach of the terms and conditions of this Agreement or the Servicing Relationship Agreement or any willful misconduct, negligence or act of bad faith Countrywide and any officer, employee or agent of Countrywide may rely in good faith on any document of any kind that is executed and submitted, and that Countrywide reasonably believes to be duly authorized, by any Person respecting any matters arising hereunder To the extent that an Assignment of Mortgage designates any entity other than Countrywide as being the holder of record of the Mortgage, GPM agrees that it shall (i) provide, or cause to be provided, to Countrywide prompt notice of any action with respect to the Mortgage or the related Mortgaged Property and ensure that the proper department or person at Countrywide receives such notice and (ii) promptly complete, sign and return to Countrywide any document reasonably requested by Countrywide to comply with its servicing obligations, including, without limitation, any instrument required to release the Mortgage upon payment in full of the obligation or take any other action reasonably required by Countrywide GPM further agrees that Countrywide shall have no liability for GPM's failure to comply with the subsections (i) or (ii) in the foregoing sentence Except as required pursuant to the Servicing Relationship Agreement, Countrywide shall not be under any obligation to appear in, prosecute or defend any legal action which is not incidental to its duties to service the Mortgage Loans in accordance with this Agreement and the Servicing Relationship Agreement and which in Countrywide's opinion may involve it in any expenses or liability, provided, however, that Countrywide may, with the consent of GPM, undertake any such action which it may deem necessary or desirable in respect to this Agreement and the rights and duties of the parties hereto

## ARTICLE V.

## TERMINATION OF SERVICING/SERVICE RELEASING MORTGAGE LOANS

5 1 **Term** Subject to Sections 5 3 and 5 4 and as set forth in the Servicing Relationship Agreement, the term of this Agreement shall be for so long as any Mortgage Loan is an Active Mortgage Loan

5 2 **Servicing Release Mortgage Loans/Transfer of Servicing** Upon any Standard Service Release or termination of this Agreement as to any Mortgage Loan or Mortgage Loans, Countrywide shall undertake all steps necessary to transfer, and shall transfer, the servicing of such Mortgage Loan(s) to any successor servicer designated by GPM, including, without limitation, (i) preparing and delivering appropriate notification and transfer letters prior to release, and (ii) creating and delivering to GPM or its designee electronic data, as reasonable and appropriate Countrywide shall complete such actions no later than thirty (30) days after the date of receipt of notice of release or transfer of servicing (in the case of a Standard Service Release) or ninety (90) days after the date of receipt of notice of termination (in the case of termination of this Agreement in whole or in part) Until the transfer of such Mortgage Loan(s) to such successor servicer, Countrywide shall continue to perform under the terms and conditions of this Agreement with respect to such Mortgage Loan(s) as if this Agreement were still in full force and effect with respect to such Mortgage Loan(s) Notwithstanding the foregoing, Countrywide shall have no obligation to prepare any Assignment of Mortgages or assist in effecting the transfer of ownership of any Mortgage Loan, other than Mortgage Loans registered by Countrywide with Mortgage Electronic Registration Systems, Inc , that is serviced-released pursuant to this Section 5 2 Countrywide shall return the Servicing Files to GPM or its designee at the termination or expiration of this Agreement As to any Mortgage Loan that is Standard Service Released or as to which this Agreement is terminated, Countrywide shall return the respective Servicing Files to GPM or GPM's designee within ten (10) Business Days of the Transfer Date A Mortgage Loan may only be released on the following two cut-off days of the month 15th and end of month, provided that if such day is not a Business Day, then the next succeeding Business Day

Countrywide will remit to GPM or the successor servicer, any Monthly Payments received on account of a Mortgage Loan after the Transfer Date on which the servicing of a Mortgage Loan is released and transferred to a successor servicer within five (5) Business Days of the date of receipt Countrywide shall have no obligation to contact the Mortgagor to collect any amounts due under the respective Mortgage Loans after the Transfer Date In the event that a Mortgage Loan to be serviced-released pursuant to this Section 5 2 contains a Deficiency, Countrywide shall only be required to pay such Deficiency to the successor servicer from collections from the Mortgage Loan In addition, Mortgage Loans shall only be released, whether by Standard Service Release or release due to termination of this Agreement, on actual balances as of the Transfer Date

Countrywide shall be entitled to collect from GPM a service release fee as and to the extent set forth in the Servicing Relationship Agreement Countrywide shall, at GPM's request, facilitate a servicing transfer due-diligence meeting at Countrywide's facilities

Early pay off or refinance of a Mortgage Loan shall not deemed to be a release of a Mortgage Loan from servicing under this Agreement as contemplated by this Section 5 2 GPM and Countrywide acknowledge that, notwithstanding any provisions of this Agreement to the contrary, Countrywide shall not release or transfer the servicing of a Mortgage Loan with respect to which notice of alleged fraud or identity theft has been received and the release or transfer of the servicing related to such Mortgage Loan is not otherwise permitted under Section 615(f)(3) of the FCRA

5 3 **Early Termination by GPM** This Agreement may be terminated, and the transactions contemplated herein may be abandoned, at any time after the first Servicing Transfer Date, in whole or as to any particular Mortgage Loan or Mortgage Loans, upon written notice by GPM to Countrywide

(i) if there shall have been a breach of any representation or warranty of Countrywide hereunder, which breach of such representation or warranty would reasonably be expected to have a material adverse effect on the value of the transactions contemplated hereby to GPM, or a material breach of any covenant or agreement of Countrywide hereunder, and such breach shall not have been remedied within thirty (30) days after receipt by Countrywide of a notice in writing from GPM specifying the breach and requesting such breach be remedied,

(ii) in the event that Countrywide (i) becomes insolvent or admits in writing its inability to pay its debts as they become due, (ii) has instituted against it a proceeding seeking a judgment of insolvency, suspension of payment or bankruptcy, or a petition is presented against it for its winding up or liquidation, in each case that is not dismissed within sixty (60) days, (iii) institutes a proceeding seeking a judgment of insolvency, suspension of payment or bankruptcy, or files a petition for its winding up or liquidation, (iv) makes a general assignment for the benefit of its creditors, (iv) seeks or becomes subject to the appointment of a receiver over all or substantially all of its assets, or (v) any analogous procedure or step is taken in any jurisdiction; or

(iii) for GPM's convenience

5 4 **Early Termination by Countrywide** This Agreement may be terminated, and the transactions contemplated herein may be abandoned, at any time after the first Servicing Transfer Date, upon written notice by Countrywide to GPM

(i) any failure by GPM to remit to Countrywide any payment required to be made under the terms of this Agreement, as the same may be amended from time to time, which continues unremedied for a period of ten (10) Business Days after the date upon which written notice of such failure, requiring the same to be remedied, shall have been given to GPM by Countrywide,

(ii) if there shall have been a breach of any representation or warranty of GPM hereunder which breach of such representation or warranty would reasonably be expected to have a material adverse effect on the value of the transactions contemplated hereby to Countrywide, or a material breach of any covenant or agreement of GPM hereunder, and in each case such breach shall not have been remedied within sixty (60) days after receipt by GPM of a notice in writing from Countrywide specifying the breach and requesting such breach be remedied, or

(iii) in the event that GPM (i) has instituted against it a proceeding seeking a judgment of insolvency, suspension of payment or bankruptcy, or a petition is presented against it for its winding up or liquidation, in each case that is not dismissed within sixty (60) days, (ii) institutes a proceeding seeking a judgment of insolvency, suspension of payment or bankruptcy, or files a petition for its winding up or liquidation, (iii) seeks or becomes subject to the appointment of a receiver over all or substantially all of its assets, or (iv) any analogous procedure or step taken in any jurisdiction

## ARTICLE VI.

## MISCELLANEOUS

6 1 **Interpretation** The headings preceding the text of Articles and Sections included in this Agreement and the headings to Exhibits attached to this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this Agreement The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively Reference to any Person shall include such Person's successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement Reference to a Person in a particular capacity shall exclude such Person in any other capacity or individually Reference to any agreement (including this Agreement), document or instrument shall mean such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof Underscored references to Articles, Sections, paragraphs, clauses, Exhibits shall refer to those portions of this Agreement The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Article, Section, paragraph or clause of, or Exhibit to, this Agreement References to "dollars" or "$" shall mean United States dollars Reference to any statute or statutory provision shall include any consolidation, reenactment, amendment, modification or replacement of the same and any subordinate legislation in force under the same from time to time Accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

For the avoidance of doubt, "for cause" termination means with respect to this Agreement (or any Mortgage Loan) (a) in the case of termination by GPM, termination of this Agreement by GPM under Section 5.3 (i) or (ii) and (b) in the case of termination by Countrywide, termination of this Agreement by Countrywide under Section 5 4(i), (ii) or (iii)

For the avoidance of doubt "for convenience" termination means with respect to this Agreement (or any Mortgage Loan), in the case of termination by GPM, termination of this Agreement by GPM under Section 5 3(iii)

6 2 **Notice** Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given (a) when received, if given in person or by courier or a courier service, or (b) on the date of transmission, if sent by facsimile transmission or email transmission (receipt confirmed) on a Business Day during the normal business hours of the intended recipient, and, if not so sent on such a day and at such a time, at 10 00 a m on the following Business Day

(i) If to Countrywide, addressed as follows

Countrywide Home Loans
7105 Corporate Drive
MS PTX-B-24
Plano, TX 75024
Attention PASS Subservicing

with a copy to

Countrywide Home Loans
4500 Park Granada, MS CH-11
Calabasas, CA 91303
Attention Legal Department

(ii) If to GPM, addressed as follows

GreenPoint Mortgage Funding, Inc
c/o Capital One Services, Inc
Attn Director of Contracts
M S 12075-0350
15000 Capital One Drive
Richmond, VA 23238

with a copy to

Capital One Services, Inc
1680 Capital One Drive
McLean, VA 22102
Attention Chief Counsel, CAST
Facsimile 703-720-2221

with a copy to.

Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Attention Jon Van Gorp and Jodi A Simala
Facsimile (312) 701-7711
Email: jsimala@mayerbrown com
jvangorp@mayerbrown com

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided

6 3 **Amendment** This Agreement may only be amended by a written agreement between GPM and Countrywide

6 4 **Severability** If all or any part of any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision (or relevant part) at issue a valid, legal and enforceable provision as similar as possible to the provision at issue

6 5 **Exhibits** The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement

6 6 **Language**. GPM and Countrywide agree that the language used in this Agreement is the language chosen by the parties to express their mutual intent and that no rule of strict construction is to be applied against GPM or Countrywide GPM and Countrywide and their respective counsel have reviewed and negotiated the terms of this Agreement

6 7 **Reproduction of Documents** This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) documents received by any party at the closing, and (c) financial statements, certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence

6 8 **Further Agreements** Each party hereto shall execute and deliver such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Agreement

6 9 **Successors and Assigns** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, provided,

however, that, except as provided in Sections 5 18(a) or (b) of the Servicing Relationship Agreement or with the prior written consent of the other party, no assignment of this Agreement or any rights or obligations hereunder, by operation of law or otherwise, may be made by the other party and any such purported assignment or transfer shall be null and void and of no effect Subject to the foregoing, any corporation resulting from any merger or consolidation involving Countrywide, or any person succeeding to all or substantially all of the assets of Countrywide shall be the successor of Countrywide hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

6 10 **No Third-Party Beneficiaries** This Agreement is solely for the benefit of the parties hereto and, to the extent expressly provided herein, their respective Affiliates, and no provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim, liability, reimbursement, cause of action or other right

6 11 **Waivers** The failure of a party hereto at any time or times to require performance of any provision hereof or claim damages with respect thereto shall in no manner affect its right at a later time to enforce the same No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty

6 12 **Counterparts** This Agreement may be executed in counterparts, each of which shall be deemed an original, any may be executed and delivered by facsimile, and all such counterparts and facsimiles together shall constitute one and the same instrument

6 13 **Governing Law** **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW) AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. EACH PARTY HERETO IRREVOCABLY AND ABSOLUTELY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN CONNECTION WITH, ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY MATTERS CONTEMPLATED HEREBY, AND AGREES TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.**

6 14 **Survival**. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement

6 15 **Non Solicitation Agreement** Subject to the provisions set forth in this Section 6.15, neither Countrywide nor any of its Affiliates shall specifically target and solicit, by means of direct mail or telephonic or personal solicitation or by any other means, the

Mortgagors to prepay such Mortgage Loans without prior consent by GPM Notwithstanding the foregoing, solicitations that are directed to the general public at large, including, without limitation, mass mailings based on commercially acquired mailing lists and newspaper, radio, television and other mass media advertisements, if undertaken by Countrywide or any Affiliate of Countrywide, shall not be prohibited

IN WITNESS WHEREOF, Countrywide and GPM have caused this Servicing Agreement to be executed and delivered as of the date first above written

GREENPOINT MORTGAGE FUNDING, INC

By _____
Name
Title

COUNTRYWIDE HOME LOANS SERVICING LP, A TEXAS LIMITED PARTNERSHIP

By Countrywide GP LLC, its General Partner

By _____
Name Lee Wardlow
Title Executive Vice President

5222738

IN WITNESS WHEREOF, Countrywide and GPM have caused this Servicing Agreement to be executed and delivered as of the date first above written.

GREENPOINT MORTGAGE FUNDING, INC.

By: Richard D. Fairbank
Name: RICHARD D. FAIRBANK
Title: CEO, CAPITAL ONE FINANCIAL CORPORATION

COUNTRYWIDE HOME LOANS SERVICING LP, A TEXAS LIMITED PARTNERSHIP

By: Countrywide GP LLC, its General Partner

By:_____
Name:
Title:

5222738

## EXHIBIT A
## CORPORATE RESOLUTION

Be it resolved that all duly appointed officers of Countrywide GP LLC, general partner of Countrywide Home Loans Servicing LP ("Countrywide") are hereby appointed as assistant secretaries and vice presidents of GreenPoint Mortgage Funding, Inc ("GreenPoint") and as such, are authorized in connection with the performance of their duties under that certain Servicing Agreement, dated as of November 14, 2008 (as amended, modified or supplemented from time to time in accordance with its terms, the "Servicing Agreement") between Countrywide and GreenPoint to execute and acknowledge all documents solely for the purpose of

(i) procuring, preparing, completing and recording any mortgage, deed of trust or similar security instrument ("Mortgage") and any assignment of Mortgage or reconveyance or release instrument which is required (a) for the proper servicing of the related Mortgage Loan (as defined in the Servicing Agreement) or otherwise necessary to cure any defect in the chain of title, (b) to ensure that record title to the Mortgage Loan vests in the proper party, and (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan,

(ii) ensuring that each promissory note related to each Mortgage Loan has been properly endorsed to the proper person or entity,

(iii) curing any defects associated with any other document or instrument with respect to a Mortgage Loan related to the servicing thereof pursuant to the Servicing Agreement,

(iv) pursuing, prosecuting and defending foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to "Mortgaged Property" (as defined in the Servicing Agreement), to the extent permitted in the Servicing Agreement,

(v) executing all deeds, tax declarations, certificate and any other documents or instruments necessary, appropriate or required to list, sell, transfer and assign any Mortgaged Property either by foreclosure or by deed in lieu of foreclosure, with any such deed to be without recourse,

(vi) taking such further actions as are deemed necessary or required to service, administer and endorse the terms of the Mortgage Loans in accordance with the Servicing Agreement, including, without limitation, executing any subordination or partial release agreements, and

(vii) endorsing checks, drafts and other evidences of payment made payable to GreenPoint or any subsidiary or affiliate thereof with all such amounts deposited in the "Custodial Account" or "Escrow Account" (each, as defined in the Servicing Agreement) pursuant to the terms of the Servicing Agreement

I, _____, being the Corporate Secretary of _____ hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the ____ day of _____, which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation

Secretary

_____

## EXHIBIT B
## MORTGAGE LOAN DOCUMENTS

The following documents, which shall be original documents unless otherwise indicated, pertaining to each Mortgage Loan

(a) the original Mortgage Note(s) (copies of underlying CEMA (i e New York Consolidation, Extension and Modification Agreement) notes are acceptable) bearing all intervening wet endorsements, endorsed "pay to the order of, without recourse" and signed in the name of the previous owner [* In the event that the Mortgage Loan was acquired by the previous owner in a merger, the signature must be in the following form "[the previous owner], successor by merger to [name of predecessor] In the event that the Mortgage Loan was acquired or originated while doing business under another name, the signature must be in the following form "[the previous owner], formerly known as [previous name]" In the event that the Mortgage Loan was acquired from, or originated by, an entity in receivership or conservatorship with the Resolution Trust Corporation or the Federal Deposit Insurance Corporation, as the case may be, the signature must be in the following form "[Resolution Trust Corporation] [Federal Deposit Insurance Corporation], [receiver] [conservator] for [name of entity in receivership or conservatorship] In the event that such entity in receivership or conservatorship acquired the Mortgage Loans in a merger or while doing business under another name then the signature must include the relevant language set forth in the forms above ],

(b) the original of any guarantee in connection with the Mortgage Note, if any,

(c) the original Mortgage(s) (copies of underlying CEMA mortgages are acceptable) with evidence of recording thereon or county certified copies by the related recording office;

(d) the originals of all assumptions, modification, consolidation or extension agreements with evidence of recording thereon or, county certified copies by the related recording office,

(e) the original Assignment of Mortgage (unless registered with MERS) conveying the related Mortgage,

(f) the originals of all intervening Assignments of Mortgage (unless registered with MERS) with evidence of recording thereon or county certified copy by the related recording office,

(g) the original mortgagee title insurance policy or attorney's opinion of title and abstract of title,

(h) copy of power of attorney, if signatories were executed by a power of attorney or attorney in fact,

(i) copy of name affidavit for all signatories that may differ,

## Co-Op Document List

(j) original stock certificate,

(k) original loan security instrument,

(l) original recognition agreement & co-op property lease financing provision agreement,

(m) original stock power certificate,

(n) original propriety lease,

(o) original assignment of propriety lease,

(p) original or county certified copy of recorded UCC-1 with evidence of recording thereon, and

(q) original or county certified copy of UCC-3 with evidence of recording thereon, if any

GRAHAM CURTIN
A Professional Association

Thomas R Curtin
Direct Dial 973-401-7117
tcurtin@GrahamCurtin.com

June 15, 2011

**BY FEDERAL EXPRESS**
Jennifer M. Perez, Esq.
Acting Clerk of the Superior Court
Hughes Justice Complex
25 West Market Street
6th Floor, North Wing
Trenton, New Jersey 08625

RECEIVED
JUN 16 2011
SUPERIOR COURT
CLERK'S OFFICE

Re: *I/M/O Residential Mortgage Foreclosure Pleading and Document Irregularities*
Superior Court of New Jersey – Chancery Division
General Equity Part – Mercer County
Docket No. F-059553-10
Our File No. 6205/1

Dear Ms Perez:

Enclosed for filing please find an original and one (1) copy of the following documents:

1. Certification of Jon Kuretich;
2. Certification of M. Lee Wardlow;
3. Supplemental Bridget Lett; and
4. Supplemental Bruce Barron.

Kindly file same, and return a copy, stamped "filed" in the enclosed, self-addressed, stamped envelope.

Respectfully submitted,

THOMAS R. CURTIN

TRC:ljl
Enclosures
cc: Edward J. Dauber, Esq. (w/c encs , via Federal Express)
Honorable Richard J Williams, JAD, Retired (w/c encs., via Federal Express)

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