

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

In the matter of the application of

U.S. BANK NATIONAL ASSOCIATION (as Trustee,  
Securities Administrator, Paying Agent, and/or  
Calculation Agent under various Pooling and Servicing  
Agreements),

Petitioner,

for judicial instructions pursuant to CPLR Art. 77.

Index No. 656028/2021

Justice Andrew S. Borrok  
Part 53

**STIPULATION AND ORDER  
FOR THE PRODUCTION AND  
EXCHANGE OF CONFIDENTIAL  
INFORMATION**

This matter having come before the Court by stipulation of petitioner U.S. Bank National Association (“Petitioner”) and the Potentially Interested Persons (as that term is defined in the Orders to Show Cause at NYSCEF No. 30 and 55) that have appeared in the above-captioned proceeding (the “Action,” and Petitioner and the appearing Potentially Interested Persons, each individually a “Party” and, collectively, the “Parties”)<sup>1</sup> for the entry of a protective order pursuant to CPLR 3103(a), limiting the review, copying, dissemination and filing of confidential and/or proprietary documents and information to be produced in the course of discovery in this matter to the extent set forth below; and the Parties, by, between and among their respective counsel, having stipulated and agreed to the terms set forth herein, and good cause having been shown;

IT IS hereby ORDERED that:

1. This Stipulation and Order for the Production and Exchange of Confidential Information (the “Stipulation”) is being entered into to facilitate the production, exchange and discovery of documents and information that merit confidential or highly confidential treatment. This stipulation shall govern the handling of documents, depositions, deposition exhibits, interrogatory responses, admissions, and any other information or material produced, given or exchanged by and among the Parties and any non-parties in connection with discovery (such information or material hereinafter referred to as “Documents” or “Testimony”) in the Action.
2. Any Producing Party (as defined below) may designate Documents or Testimony, in connection with this Action, as “Confidential” or “Highly Confidential,” either by notation on each page of the Document so designated, statement on the record of the deposition, or written advice to the respective counsel for all affected parties, or by other appropriate means. In the case of Documents produced in native, electronic form, confidentiality can be designated on the placeholder sheet produced along with that Document, in a confidentiality metadata field, or by other appropriate means.

<sup>1</sup> Party and Parties are signatories to this Stipulation and Order for the Production and Exchange of Confidential Information, and party and parties are any individuals or entities obligated to produce documents or give testimony in connection with this action.

3. As used herein:
- a. "Confidential Information" shall mean all Documents and Testimony, and all information contained therein, and other information or material designated as "CONFIDENTIAL," if such Documents or Testimony contain non-public, confidential, business, strategic, personal, or commercially-sensitive information, Nonpublic Personal Information (as defined below) or other information the disclosure of which would, in the good faith judgment of the party designating the material as "CONFIDENTIAL," be detrimental to the conduct of that party's business or the business of any of that party's customers or clients. Documents containing Nonpublic Personal Information previously provided or exchanged are deemed "Confidential Information" without respect to whether the documents bear a "CONFIDENTIAL" legend.
  - b. "Highly Confidential Information" shall mean all Documents and Testimony, and all information contained therein, and other information or material designated as "HIGHLY CONFIDENTIAL," if such Documents or Testimony constitute and/or contain trade secrets, proprietary business information, or other information the disclosure of which would result in competitive, commercial, personal or financial harm to the Producing Party or its personnel, clients or customers, and such Documents or Testimony would not otherwise be adequately protected under the procedures set forth herein for Confidential Information.
  - c. "Producing Party" shall mean the party producing Confidential or Highly Confidential Information in connection with depositions, document production or otherwise, any party directing the appearance of such Producing Party in the event such Producing Party has appeared in this case in its capacity as NIM trustee or the party asserting the confidentiality, as the case may be.
  - d. "Receiving Party" shall mean the party receiving Confidential or Highly Confidential Information in connection with depositions, document production or otherwise, and any party directing the appearance of such Receiving Party in the event such Receiving Party has appeared in this case in its capacity as NIM trustee.
  - e. "Nonpublic Personal Information" includes, but is not limited to, any information that constitutes "nonpublic personal information" within the meaning of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802, et seq., and its implementing regulations, including, but not limited to, any portion of a mortgage loan or servicing file, spreadsheet or other document or data that includes financial or credit information for any person (including any credit history, report or score obtained on any such person to determine the individual's eligibility for credit) together with personally identifiable information with respect to such person, including, but not limited to, name, address, Social Security number, loan number, telephone number, or place or position of work. As set forth in paragraph 23, this Order authorizes the disclosure of such Nonpublic Personal Information in the Action pursuant to the Order's terms.

4. To expedite production of any loan-specific information that is voluminous, a Producing Party may, at its sole option, produce such materials without detailed, or any, review to determine whether a privilege or other immunity applies to some of the documents, subject to the “clawback” procedures in this Order (paragraph 20) or otherwise agreed to. In doing so, the Producing Party may designate as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” those collections of documents that by their nature contain Confidential Information or Highly Confidential Information notwithstanding that some of the documents within the collection may not qualify for such designation.
5. The Receiving Party may, at any time, notify the Producing Party in writing that the Receiving Party does not concur in the designation of a document or other material as Confidential or Highly Confidential Information. If the Producing Party does not agree to declassify such document or material within seven (7) days of the written notification, the Receiving Party may move before the Court for an order declassifying those documents or materials. If no such motion is filed, such documents or materials shall continue to be treated as Confidential Information. If the motion is filed, the documents or other materials shall be deemed Confidential or Highly Confidential Information, as appropriate, unless and until the Court rules otherwise. On such a motion, the Producing Party bears the burden of establishing the propriety of its designation of documents or information as Confidential or Highly Confidential Information.
6. Except with the prior written consent of the Producing Party or by Order of the Court, Confidential Information shall not be furnished, shown or disclosed to any person or entity except to:
  - a. personnel of the Parties actually engaged in assisting in the preparation of this Action for trial or other proceeding herein and who have been advised of their obligations hereunder;
  - b. counsel for the Parties to this action and their associated attorneys, paralegals and other professional and non-professional personnel (including support staff and outside copying services) who are directly assisting such counsel in the preparation of this action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;
  - c. the Receiving Party’s former officers, directors, and employees to the extent that such disclosure is reasonably necessary for the Action, provided, however, that such Confidential Information is furnished, shown or disclosed in accordance with paragraph 10 hereof;
  - d. expert witnesses or consultants retained by the Parties or their counsel to furnish technical or expert services in connection with this Action or to give testimony with

- respect to the subject matter of this Action at the trial of this Action or other proceeding herein, provided, however, that such Confidential Information is furnished, shown or disclosed in accordance with paragraph 10 hereof;
- e. third-party vendors or consultants retained by the Parties or their counsel to furnish technical, litigation support or expert services in connection with the Action, provided, however, that such Confidential Information is furnished, shown or disclosed in accordance with Paragraph 10 hereof and that such third-party vendors or consultants may not use Confidential Information for any purpose that does not relate to such action;
  - f. the Court and court personnel, if filed accordance with Paragraph 14 hereof;
  - g. an officer before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical or other personnel of such officer;
  - h. trial and deposition witnesses, if furnished, shown or disclosed in accordance with paragraphs 10 and 11, respectively, hereof;
  - i. any person or entity indicated on the face of a document, or by testimony, to be the author or recipient of the document, or to have otherwise had custody of the document(s) designated as Confidential Information;
  - j. any other person as required by law, regulation, the rules of any government or self-regulatory organization (including, but not limited to, persons conducting regulatory examinations), or the order of a court of competent jurisdiction (in the case of a subpoena or "Demand," as defined herein, pursuant to the provisions of paragraph 21); and
  - k. any other person agreed to by the Producing Party.
7. Unless otherwise agreed to by the Producing Party in writing or ordered by the Court, a Receiving Party shall not disclose any Highly Confidential Information to any person or entity other than those identified in paragraph 6(b), (d), (e), (f)-(h), and (j), provided, however, that Highly Confidential Information may also be furnished, shown or disclosed to (a) in-house counsel for each Party to this Action; (b) any person or entity indicated on the face of a document, or by testimony, to be the author or recipient of the document, or to have otherwise had custody of the document(s) designated as Highly Confidential Information; and (c) other personnel of such Party, provided that such in-house counsel or other personnel may be furnished, shown, or disclosed Highly Confidential Information only if they (i) are directly assisting counsel in the preparation of this Action for trial or other proceeding herein, (ii) are under the supervision or control of in-house counsel, and (iii) have been advised by counsel of their obligations hereunder.
8. Unless otherwise agreed to by the Producing Party in writing or ordered by the Court,

persons described in paragraph 6(c), (g)-(j), who have been shown Confidential or Highly Confidential Information, shall not retain copies thereof unless required by law or as required by a regulatory authority.

9. Confidential and Highly Confidential Information shall be utilized by the Receiving Party and its counsel only for purposes of this Action and for no other purposes.
10. Before any disclosure of Confidential or Highly Confidential Information is made to a person identified in paragraph 6(c), 6(d), or 6(e) hereof (including any applicable disclosures made under paragraph 7), counsel for the Receiving Party shall provide such person's written agreement, in the form of Exhibit 1 attached hereto, to comply with and be bound by its terms ("Confidentiality Agreement"). With respect to any Confidentiality Agreement obtained from an expert, counsel for the Receiving Party obtaining the Confidentiality Agreement shall supply a copy to counsel for the other Parties at the time designated for expert disclosure, except that any Confidentiality Agreement signed by an expert who is not expected to be called as a witness at trial is not required to be supplied.
11. All depositions shall presumptively be treated as Confidential Information and subject to this Stipulation during the deposition and for a period of fifteen (15) days after a final transcript of the deposition is received by counsel for each of the parties. At or before the end of such fifteen (15) day period, the deposition shall be classified for future purposes as Confidential Information by any Party or, where applicable, by the non-party providing testimony. Notwithstanding the foregoing, all depositions at which one or more documents designated as Highly Confidential are introduced as exhibits shall be presumptively treated as Highly Confidential and subject to this Stipulation during the deposition and until fifteen (15) days after the final transcript of said deposition is received by counsel for each of the Parties to the action. At or before the end of such fifteen (15) day period, the deposition, or pages thereof, may be designated for future purposes as Highly Confidential Information by any Party or, where applicable, by the non-party providing the deposition testimony.
12. Confidential and Highly Confidential Information must be stored and maintained by a Receiving Party or its counsel at a location and in a reasonably secure manner to ensure that access is limited to the persons authorized under this Order. For purposes of this Order, a secure website, or other internet-based document depository with adequate security, shall be deemed a secure location.
13. Each Receiving Party shall take appropriate precautions to prevent the unauthorized or inadvertent disclosure of Confidential or Highly Confidential Information that it has received. In the event that a Party learns of an unauthorized or inadvertent disclosure of Confidential or Highly Confidential Information, it shall promptly notify counsel for the Producing Party and the Party responsible for such disclosure shall take reasonable steps to retrieve the disclosed information and prevent further disclosure, and shall request the person or persons to whom unauthorized disclosures were made to execute the form annexed hereto as Exhibit 1.

14. Should the need arise for any party to disclose Confidential or Highly Confidential Information during any hearing or trial before the Court, including through argument or the presentation of evidence, such party may do so only after taking such steps as the Court, upon motion of the Producing Party, shall deem necessary to preserve the confidentiality of such Confidential or Highly Confidential Information.
15. This Stipulation shall not preclude counsel for any Party from using during any deposition in this action any Documents or Testimony which have been designated as Confidential or Highly Confidential Information under the terms hereof. Any deposition witness who is given access to Confidential or Highly Confidential Information to which s/he did not already have access shall, prior thereto, be provided with a copy of this Stipulation and shall execute a written agreement, in the form of Exhibit 1 attached hereto, to comply with and be bound by its terms. Counsel for the Party obtaining the certificate shall supply a copy to counsel for the other parties to the action. In the event that, upon being presented with a copy of the Stipulation, a witness refuses to execute the agreement to be bound by this Stipulation, the Court shall, upon application, enter an order directing the witness's compliance with the Stipulation.
16. A Party may designate as Confidential or Highly Confidential Information subject to this Stipulation any document, information, or deposition testimony produced or given by any non-party to this case, or any portion thereof. In the case of Documents produced by a non-party, designation shall be made by notifying all counsel in writing of those documents which are to be stamped and treated as such at any time up to fifteen (15) days after actual receipt of copies of those documents by counsel for the Party asserting confidentiality. In the case of deposition Testimony, designation shall be made by notifying all counsel in writing of those portions which are to be stamped or otherwise treated as such at any time up to fifteen (15) days after the final transcript is received by counsel for the Party asserting confidentiality. Prior to the expiration of such fifteen (15) day period (or until a designation is made by counsel, if such a designation is made in a shorter period of time), all such Documents or Testimony shall be treated as Confidential or Highly Confidential Information.
17. A Receiving Party who seeks to file a motion with the Court using Documents or Testimony which have previously been designated as comprising or containing Confidential or Highly Confidential Information, and/or any pleading, brief or memorandum which reproduces, paraphrases or discloses Confidential or Highly Confidential Information, shall, fourteen (14) days prior to filing any motion, provide the parties with written notice of its intent to file such material with the Court, so that the Producing Party may file by Order to Show Cause a motion to seal such Confidential or Highly Confidential Information. A party seeking to file a motion with the Court using any Documents or Testimony that it has designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL must also move to seal such Confidential or Highly Confidential Information. The motion to seal the Confidential or Highly Confidential Information must be filed seven (7) days prior to filing the motion, and the Confidential or Highly Confidential Information shall not be filed until

the Court renders a decision on the motion to seal.

- a. If the motion to seal is granted, the filing party shall ensure that all documents that are the subject of the order to seal are filed in accordance with the procedures that govern the filing of sealed documents on the NYSCEF system.
  - b. All pleadings, briefs or memoranda which reproduce, paraphrase or disclose any documents which have previously been designated by a party as comprising or containing Confidential or Highly Confidential Information, shall identify such documents by the production number ascribed to them at the time of production.
18. Any person receiving Confidential or Highly Confidential Information shall not reveal or discuss such information to or with any person not entitled to receive such information under the terms hereof.
19. Any document or information that may contain Confidential or Highly Confidential Information that has been inadvertently produced without identification as to its "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" nature as provided in paragraphs 2 and/or 27 of this Stipulation may be so designated by the party asserting confidentiality by written notice to the undersigned counsel for the Receiving Party identifying the document or information as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" within a reasonable time following the discovery that the document or information has been produced without such designation.
20. In connection with the review of electronically stored information and hard copy documents for production (the "Documents Reviewed") the Parties agree as follows:
- a. to implement and adhere to reasonable procedures to ensure Documents Reviewed that are protected from disclosure pursuant to CPLR 3101(c), 3101(d)(2) and 4503 ("Protected Information") are identified and withheld from production.
  - b. if Protected Information is inadvertently produced, the Producing Party shall take reasonable steps to correct the error, including a request to the Receiving Party for its return.
  - c. upon request by the Producing Party for the return of Protected Information inadvertently produced, the Receiving Party shall promptly return the Protected Information and destroy all copies thereof. Furthermore, the Receiving Party shall not challenge either the adequacy of the Producing Party's document review procedure or its efforts to rectify the error, and the Receiving Party shall not assert that its return of the inadvertently produced Protected Information has caused it to suffer prejudice.
21. If any Receiving Party is subpoenaed in any other action or proceeding, or is served with a Document demand or is otherwise compelled by law to produce Documents (collectively, a "Demand"), and such Demand seeks Discovery Material that was

produced or designated as Confidential or Highly Confidential Information, or that reflects or contains Confidential or Highly Confidential Information, by someone other than the Receiving Party, the Receiving Party shall give prompt written notice by hand or electronic or facsimile transmission, within ten (10) business days of receipt of such Demand, to the Party or its counsel who produced or designated the material as Confidential or Highly Confidential Information. The Receiving Party shall not produce any of the Producing Party's Confidential or Highly Confidential Information, unless Court-ordered or otherwise required by law, for a period of at least ten (10) days after providing the required notice to the Producing Party. If, within ten (10) days of receiving such notice, the Producing Party gives notice to the Receiving Party that the Producing Party opposes production of its Confidential or Highly Confidential Information, the Receiving Party shall object, citing this Stipulation and Order, and not thereafter produce such Confidential or Highly Confidential Information, except as required by law. The Producing Party shall be solely responsible for pursuing any objection to the requested production. Nothing herein shall be construed as requiring the Receiving Party or anyone else covered by this Stipulation and Order to challenge or appeal any order requiring production of Confidential or Highly Confidential Information covered by this Stipulation and Order, or to subject itself to any penalties for non-compliance with any legal process or order, or to seek any relief from this Court. In the event that Confidential or Highly Confidential Information is produced to a non-party to this Stipulation and Order in response to a Demand, such Discovery Material shall continue to be treated in accordance with the designation as Confidential or Highly Confidential Information by the Parties to this Stipulation and Order.

22. Extracts and summaries of Confidential or Highly Confidential Information shall also be treated as Confidential or Highly Confidential in accordance with the provisions of this Stipulation.
23. For good cause shown by the parties to this Stipulation and Order, the following provisions shall apply to the disclosure of Nonpublic Personal Information. To the extent any federal or state law or other legal authority governing the disclosure or use of Nonpublic Personal Information (hereinafter, "Nonpublic Personal Information Law") permits disclosure of such information pursuant to an order of a court, this Stipulation and Order shall constitute compliance with such requirement. To the extent any Nonpublic Personal Information Law requires a Producing Party, including third parties, to obtain a court-ordered subpoena or give notice to or obtain consent, in any form or manner, from any person or entity before disclosure of any Nonpublic Personal Information, the Court finds that, in view of the protections provided for such information disclosed in this Stipulation and Order, the potential volume of documents to be produced and the ongoing oversight of the Court, there is good cause to excuse such requirement, and this Stipulation and Order shall constitute an express direction that the Producing Party is exempted from obtaining a court-ordered subpoena or having to notify and/or obtain consent from any person or entity prior to the disclosure of Nonpublic Personal Information. To the extent that any Nonpublic Personal Information Law requires that any person or entity be notified prior to disclosure of Nonpublic Personal Information, except where such notice is prohibited by court order,



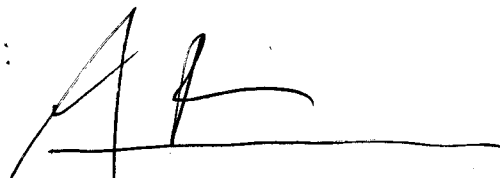
the Court directs that, in view of the protections provided for the information disclosed in this Stipulation and Order, the potential volume of documents to be produced and the ongoing oversight of the Court, the Producing Parties are explicitly prohibited from providing such notice, provided, however, that this Stipulation and Order shall not prohibit any Producing Party from contacting any person or entity for any other purpose. Any Producing Party may seek additional orders from this Court that such party believes may be necessary to comply with any Nonpublic Personal Information Law.

24. The production or disclosure of Confidential or Highly Confidential Information shall in no way constitute a waiver of each Producing Party's right to object to the production or disclosure of other information in this action or in any other action.
25. This Stipulation shall continue to be binding after the conclusion of this litigation except (a) that there shall be no restriction on documents that are used as exhibits in Court (unless such exhibits were filed under seal); and (b) that a Receiving Party may seek the written permission of the Producing Party or further order of the Court with respect to dissolution or modification of any part of the Stipulation.
26. Nothing herein shall be deemed to waive any privilege recognized by law or shall be deemed an admission as to the admissibility in evidence of any facts or documents revealed in the course of disclosure.
27. Any Party, in conducting discovery from non-parties, shall provide any non-party from which it seeks discovery with a copy of this Stipulation so as to inform each such non-party of his, her or its rights herein. If a non-party provides discovery to any Party, the provisions of this Stipulation shall apply to such discovery as if such discovery were being provided by a Party. Under such circumstances, the non-party shall have the same rights and obligations under the Stipulation as held by the Parties. For the avoidance of doubt, non-parties may designate Documents or Testimony as Confidential or Highly Confidential pursuant to Paragraphs 2, 3(a), 3(b), and as otherwise set forth herein.
28. Within sixty (60) days after the final termination of this Action by settlement or exhaustion of all appeals, all Confidential or Highly Confidential Information produced or designated and all reproductions thereof, shall be returned to the Producing Party or shall be destroyed. In the event that any Receiving Party chooses to destroy physical objects and documents, such Party shall certify in writing within sixty (60) days of the final termination of this litigation that it has undertaken its best efforts to destroy such physical objects and documents, and that such physical objects and documents have been destroyed to the best of its knowledge. The obligation to destroy electronically stored information shall be construed to require reasonable measures, and shall not be construed to require the violation of any legal obligation to retain records or the deletion of information from backup systems or other electronic storage systems that are not reasonably accessible. Notwithstanding anything to the contrary, counsel of record for the Parties may retain one copy of documents constituting work product, a copy of pleadings, motion papers, discovery responses, deposition transcripts and deposition

and trial exhibits. This Stipulation shall not be interpreted in a manner that would violate any rules of professional conduct. Nothing in this Stipulation shall prohibit or interfere with the ability of counsel for any Receiving Party, or of experts specially retained for this case, to represent any individual, corporation, or other entity adverse to any Party or their affiliate(s) in connection with any other matters.

29. Nothing in this Stipulation and Order shall be construed to limit in any way any Producing Party's, Receiving Party's, or any other person's use of its own documents.
30. Nor shall anything in this Stipulation and Order be construed to compromise or otherwise impair any Party's right to seek additional protections, going beyond those in this Stipulation and Order, for any particular class of information.
31. This Stipulation may be changed by further order of this Court, and is without prejudice to the rights of a Party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information.
32. To maximize the security of information in transit, any media on which Confidential or Highly Confidential Information is produced shall be encrypted by the Producing Party. In such cases, the Producing Party shall transmit the encryption key or password to the Receiving Party, under separate cover, contemporaneously with sending the encrypted media. If a Party provides another Party's Confidential or Highly Confidential Information to a third party, as identified and permitted under this Stipulation and Order, that party shall comply with the requirements of this paragraph as if it were the Producing Party.

So ordered:



**HON. ANDREW BORROK**  
J.S.C.

4/28/22

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| <p>KASOWITZ BENSON TORRES LLP</p> <p>By: <u>/s/ Uri A. Itkin</u><br/> Uri A. Itkin<br/> Melissa F. Feig<br/> Andrew W. Breland<br/> Jill L. Forster<br/> 1633 Broadway<br/> New York, New York 10019<br/> (212) 506-1700<br/> uitkin@kasowitz.com<br/> mfeig@kasowitz.com<br/> abreland@kasowitz.com<br/> jforster@kasowitz.com</p> <p><i>Attorneys for HBK Master Fund L.P.</i></p>   | <p>BAILEY DUQUETTE P.C.</p> <p>By: <u>/s/ David I. Greenberger</u><br/> David I. Greenberger, Esq.<br/> 104 Charlton Street, Suite 1W New York,<br/> NY 10014<br/> (212) 658-1946 x 204<br/> david@baileyduquette.com</p> <p>PERRY, JOHNSON, ANDERSON, MILLER<br/> &amp; MOSKOWITZ LLP</p> <p>Isaac M. Gradman (<i>pro hac vice<br/> forthcoming</i>)<br/> E. Page Allinson (<i>pro hac vice<br/> forthcoming</i>)<br/> 438 First Street, 4<sup>th</sup> Floor<br/> Santa Rosa, CA 95401<br/> (707) 525-8800<br/> gradman@perrylaw.net<br/> allinson@perrylaw.net</p> <p><i>Counsel for Ellington Management Group<br/> L.L.C.</i></p> |
| <p>JONES DAY</p> <p>By: <u>/s/ Nina Yadava</u><br/> Keith Kollmeyer (<i>admitted pro hac vice</i>)<br/> Ryan Class<br/> 100 High Street, 21st Floor<br/> Boston, Massachusetts 02110-1781<br/> (617) 960-3939<br/> kkollmeyer@jonesday.com<br/> rclass@jonesday.com</p> <p>Nina Yadava<br/> 250 Vesey Street<br/> New York, NY 10281-6702<br/> (212) 326-3746<br/> nyadava@jonesday.com</p> <p>Joseph Z. Czerwien (<i>admitted pro hac vice</i>)<br/> North Point<br/> 101 Lakeside Avenue<br/> Cleveland, OH 44114-1190<br/> (216) 586-1028</p> | <p>GREENE ESPEL PLLP</p> <p>By: <u>/s/ John B. Orenstein</u><br/> John B. Orenstein<br/> 222 S. Ninth Street, Suite 2200<br/> Minneapolis, MN 55402<br/> (612) 373-8361<br/> jorenstein@greeneespel.com</p> <p>GARY GREENBERG, ESQ.</p> <p>Gary Greenberg<br/> 666 Third Ave., 10th Floor<br/> New York, NY 10017<br/> (212) 765-5770<br/> gg@ggreenberglaw.com</p> <p><i>Attorneys for Poetic Holdings 8 LP, Poetic<br/> Holdings IX LP, Poetic Holdings VII LLC</i></p>  |

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| <p>PATTERSON BELKNAP WEBB &amp; TYLER LLP</p> <p>By: <u>/s/ Peter W. Tomlinson</u><br/> Peter W. Tomlinson<br/> Diana M. Conner<br/> Alvin Li<br/> 1133 Avenue of the Americas<br/> New York, NY 10036-6710<br/> Tel: (212) 336-2000<br/> Fax: (212) 336-2222<br/> hjricardo@pbwt.com<br/> dconner@pbwt.com</p> <p><i>Attorneys for Olifant Fund, Ltd.; FFI Fund Ltd.; FYI Ltd.; Taconic Master Fund 1.5 LP; Taconic Opportunity Master Fund LP; Park Royal II LLC; Reliance Standard Life Insurance Co.; Safety National Casualty Corp.; Stephen Finkelstein; and NAV LLC</i></p> | <p>MCKOOL SMITH, P.C.</p> <p>By: <u>/s/ Courtney B. Statfeld</u><br/> Robert W. Scheef<br/> Courtney B. Statfeld<br/> David I. Schiefelbein<br/> Daniel Hendler<br/> rscheef@mckoolsmith.com<br/> cstatfeld@mckoolsmith.com<br/> dschiefelbein@mckoolsmith.com<br/> dhendler@mckoolsmith.com<br/> 395 9th Avenue, 50th Floor<br/> New York, NY 10001<br/> (212) 402-9400</p> <p><i>Attorneys for ASO Atlantic Fund LLC</i></p> |
| <p>WARNER PARTNERS PC</p> <p>By: <u>/s/ Kenneth E. Warner</u><br/> Kenneth E. Warner<br/> 950 Third Avenue, 32nd Floor<br/> New York, NY 10022<br/> Tel: (212) 593-8000<br/> kwarner@warnerpc.com</p> <p>GIBBS &amp; BRUNS LLP</p> <p>By: <u>/s/ David M. Sheeren</u><br/> David M. Sheeren (<i>pro hac vice pending</i>)<br/> Caitlin Halpern<br/> 1100 Louisiana, Suite 5300<br/> Houston, TX 77002<br/> Tel: (713) 650-8805<br/> dsheeren@gibbsbruns.com<br/> chalpern@gibbsbruns.com</p>   | <p>CURTIS, MALLET-PREVOST, COLT &amp; MOSLE LLP</p> <p>By: <u>/s/ Donald W. Hawthorne</u><br/> Donald W. Hawthorne<br/> Felix J. Gilman<br/> 101 Park Avenue<br/> New York, NY 10178-0061<br/> T: (212) 696-6949<br/> dhawthorne@curtis.com<br/> fgilman@curtis.com</p> <p><i>Attorneys for Poetic Holdings VI LLC</i></p>   |

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| <p><i>Attorneys for Pacific Investment Management Company LLC</i></p>  |  |
| <p>PERKINS COIE LLP</p> <p>By: <u>/s/ Martin E. Gilmore</u><br/>Martin E. Gilmore<br/>Sean Connery<br/>1155 Avenue of the Americas, 22nd Floor<br/>New York, NY 10036<br/>Tel: (212) 262-6900<br/>mgilmore@perkinscoie.com<br/>sconnery@perkinscoie.com</p> <p><i>Attorneys for U.S. Bank National Association, solely in its capacity as trustee for the NIM Trusts BSSP 2005-32N, BSNIM 2004-HE10, and BSSP 2006-3, and solely at the direction of Poetic Holdings VI LLC, and U.S. Bank National Association, solely in its capacity as trustee of NIM trusts BSABS NIM 2003-HE1, BSABS NIM 2004-FR3N, BSABS NIM 2004-HE11, BSABS NIM 2004-HE6N, BSABS NIM 2004-HE9N, BSABS NIM 2005-AQ2N, and BSABS NIM 2005-FR1 and solely at the direction of HBK Master Fund L.P.</i></p> |  |

SO ORDERED \_\_\_\_\_

J.S.C.

EXHIBIT "1"

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

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In the matter of the application of

U.S. BANK NATIONAL ASSOCIATION (as  
Trustee, Securities Administrator, Paying Agent,  
and/or Calculation Agent under various Pooling and  
Servicing Agreements),

Petitioner,

for judicial instructions pursuant to CPLR Article 77.

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Index No. 656028/2021

**AGREEMENT TO RESPECT  
CONFIDENTIAL MATERIAL**

I \_\_\_\_\_, state that:

1. My address is \_\_\_\_\_.
2. My present employer is \_\_\_\_\_.
3. My present occupation or job description is \_\_\_\_\_.
4. I received a copy of the Stipulation and Order for the Production and Exchange of Confidential Information ("Stipulation") entered in the above-entitled action on \_\_\_\_\_.
5. I have carefully read and understand the provisions of the Stipulation.
6. I will comply with all of the provisions of the Stipulation.
7. I will hold in confidence, will not disclose to anyone not qualified under the Stipulation, and will use only for purposes of this action, any Confidential or Highly Confidential Information that is disclosed to me.
8. I will return all Confidential or Highly Confidential Information that comes into my possession, and documents or things that I have prepared relating thereto, to counsel for the party by whom I am employed or retained, or to counsel for whom I received the Confidential or Highly Confidential Information.
9. I hereby submit to the jurisdiction of this Court for the purpose of enforcement of the Stipulation in this action.

Dated: \_\_\_\_\_