

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 Under CPLR Article 77.

Index No. 656028/2021

Justice Andrew Borrok

IAS Part 53

**REBUTTAL MERITS BRIEF OF POETIC HOLDINGS VI, LLC**

Poetic Holdings VI, LLC (“Poetic VI”) respectfully submits this brief in further response to the Petition.

Poetic VI joins in the arguments made in the Rebuttal Brief of HBK Master Fund L.P. (“HBK”), filed today. For the reasons stated therein, Poetic VI respectfully requests that the Court instruct the Trustee that it should continue its historical practice of treating deferred principal proceeds as regular principal, without write-ups, rather than “Subsequent Recoveries.” All respondents now agree that deferred principal proceeds are not Subsequent Recoveries as defined in the PSAs, and no respondent has identified any basis for write-ups in the PSAs other than Subsequent Recoveries. The Court should reject the request of certain senior certificateholders that it should re-write the PSAs to allow write-ups regardless of the lack of contractual basis. Additionally, for all the reasons stated in HBK’s rebuttal brief – and because the plain language of the PSAs requires it – Poetic VI requests that the Court instruct the Trustee (i) that Post-Zero Balance Collections should be distributed through the excess cashflow

waterfall, and (ii) to continue to not make distributions to Zero-Balance Primary Class Certificates, consistent with the Retired Class Provision.

Dated: June 21, 2023  
New York, New York

Respectfully submitted,

CURTIS, MALLET-PREVOST,  
COLT & MOSLE LLP  
101 Park Avenue  
New York, New York 10178

By: /s/ Donald Hawthorne  
Donald W. Hawthorne  
Felix J. Gilman

*Attorneys for Poetic Holdings VI, LLC*

**CERTIFICATE OF COMPLIANCE**

This brief complies with this Court's so-ordered 8,500-word limit because it contains 361 words (using the "word count" function of Microsoft Word), excluding the parts of the brief exempted by Rule 17 of the New York Commercial Division Rules.

Dated: June 21, 2023

/s/ Felix Gilman

Felix J. Gilman