



Global Corporate Trust
60 Livingston Avenue
EP-MN-WS1D
Saint Paul, MN 55107

usbank.com

**NOTICE REGARDING TRUST INSTRUCTION PROCEEDING AND
RELATED COURT HEARING DATE**

TO HOLDERS OF:

**MERRILL LYNCH FIRST FRANKLIN MORTGAGE LOAN TRUST
MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-3**

<u>CLASS</u>	<u>CUSIP</u> ¹	<u>CLASS</u>	<u>CUSIP</u>	<u>CLASS</u>	<u>CUSIP</u>	<u>CLASS</u>	<u>CUSIP</u>
A-1A	59024VAA7	A-2C	59024VAG4	M-3-1	59024VAN9	B-1	59024VAU3
A-1B	59024VAB5	A-2D	59024VAH2	M-3-2	59024VAP4	B-2	59024VAV1
A-1C	59024VAC3	M-1-1	59024VAJ8	M-4-1	59024VAQ2	B-3	59024VAW9
A-1D	59024VAD1	M-1-2	59024VAK5	M-4-2	59024VAR0	C	59024VAY5
A-2A	59024VAE9	M-2-1	59024VAL3	M-5	59024VAS8	P	59024VAX7
A-2B	59024VAF6	M-2-2	59024VAM1	M-6	59024VAT6	R	59024VAZ2

Please forward this notice to beneficial owners.

Reference is hereby made to the Pooling and Servicing Agreement dated as of May 1, 2007 (the “**PSA**”), by and among Merrill Lynch Mortgage Investors, Inc., as Depositor (the “**Depositor**”), Home Loan Services, Inc., as Servicer, and U.S. Bank National Association, successor to LaSalle Bank National Association, as Trustee (solely in such capacity, the “**Trustee**”), pursuant to which the above-referenced Mortgage Loan Asset-Backed Certificates, Series 2007-3 (the “**Certificates**”) were issued. Capitalized terms used and not defined in this notice shall have the meanings given to such terms in the PSA or in Prior Notices (defined below), as applicable.

Reference is also made to the prior notices from the Trustee (collectively, the “**Prior Notices**”), in which the Trustee informed Certificateholders of the Putback Action and the proposed settlement related thereto, and solicited directions and input from Certificateholders. The Trustee also retained an expert to review and evaluate the terms of the proposed settlement. The expert has concluded its review and has advised the Trustee that the proposed settlement is reasonable. Certificateholders are hereby notified that on February 4, 2022, the Trustee and the settlement counterparties conditionally executed the settlement

¹The Trustee is not responsible for the selection, use or accuracy of CUSIP numbers. CUSIP numbers are included solely for the convenience of Certificateholders.

agreement (the “**Settlement Agreement**”) subject to, among other things, final court approval in a trust instruction proceeding, all as more specifically set forth therein. The executed copy of the Settlement Agreement is attached as Appendix A to this notice.

You are further hereby notified that on February 4, 2022, the Trustee filed the *Petition of U.S. Bank National Association, as Trustee, for Instructions in the Administration of Trust Pursuant to Minn. Stat. § 501C.0201 et seq.* (Case No. 62-TR-CV-22-9) (the “Petition**”) in the District Court of Ramsey County, Minnesota (the “**Court**”), seeking, among other things, approval of the Settlement Agreement and other relief related thereto, all as more fully set forth therein. A copy of the Petition (exclusive of exhibits but including Appendix I thereto) is attached as Appendix B to this notice and Certificateholders should review it carefully.**

A hearing on the Petition has been scheduled for March 21, 2022, at 1:30 p.m. (Central). A copy of the Court’s Order for Hearing is attached as Appendix C to this notice and contains additional information regarding the hearing and Certificateholders should review it carefully. Please note that the Court has indicated that the hearing will be held remotely via Zoom. A copy of the Court’s Notice of Remote Zoom Hearing, which contains instructions for how to join the Zoom meeting, is attached as Appendix D hereto.

Copies of this notice and the Prior Notices, including attachments, are also available at the Trustee’s website: <https://pivot.usbank.com> (register, if necessary, and search by Trust name to obtain copies of notices and other documentation relating to the Trust).

Certificateholders with questions regarding this notice should direct their inquiries, in writing, to Susan Jacobsen at susan.jacobsen2@usbank.com. In addressing inquiries that may be directed to it, the Trustee may conclude that a specific response to a particular inquiry from an individual Certificateholder is not consistent with equal and full dissemination of information to all Certificateholders. To protect the interests of all Certificateholders, the Trustee may condition any response to inquiries by Certificateholders upon the execution and delivery of a confidentiality agreement and may determine not to disclose certain information.

The Trustee expressly reserves all rights, powers, claims, and remedies available to it under the PSA and under applicable law including, without limitation, its right to payment in full of all fees and costs as provided in and subject to the applicable terms of the PSA, and its right, prior to exercising any rights or powers vested in it by the PSA at the request or direction of any of the Certificateholders, to receive security or indemnity satisfactory to it against all costs, expenses and liabilities which might be incurred in compliance therewith, and all rights that may be available to it under applicable law or otherwise. No delay or forbearance by the Trustee to exercise any right or remedy under the terms of the PSA, other documentation relating thereto or under applicable law, shall impair any such right or remedy or constitute a waiver thereof or acquiescence therein.

Certificateholders and other persons interested in the Trust should not rely on the Trustee, its counsel, experts, or any other advisors that may be retained by the Trustee, as their sole source of information. Although this notice contains a summary of certain information, this notice is not a complete summary or statement of such information, of relevant law, or of relevant legal procedures and the Trustee makes no representation and accepts no responsibility or liability as to the completeness or accuracy of the information provided herein. Certificateholders should carefully consider the implications of the matters described in this notice and consult with their own legal and financial advisors.

Please note that this notice is not intended and should not be construed as investment, accounting, financial, legal, tax, or other advice by or on behalf of the Trustee, or its directors, officers, affiliates, agents, attorneys, or employees. Each person or entity receiving this notice should seek the advice of its own advisors with respect to the matters set forth herein.

Prior to any distribution to Certificateholders, to the extent permitted under the PSA, funds held by the Trustee may be used first for payment of the fees and costs incurred or to be incurred by the Trustee in performing its duties, as well as for any indemnities owing or to become owing to the Trustee. This includes, but is not limited to, compensation for the Trustee time spent, and the fees and costs of counsel and other agents it employs, to pursue remedies or other actions, including the resolution of the issues described in this notice.

Recipients of this notice are cautioned that this notice is not evidence that the Trustee will recognize the recipient as a Certificateholder.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

February 14, 2022

Appendix A

**TRUST SETTLEMENT AGREEMENT
(FFMER 2007-3)**

This Trust Settlement Agreement (the “Agreement”), dated as of February 4, 2022 (the “Execution Date”), is made by and among Merrill Lynch Mortgage Lending, Inc. (“MLML”), Merrill Lynch Mortgage Investors, Inc. (“MLMI”), First Franklin Financial Corporation (“FFFC”), Bank of America Corporation (“BAC”), and Bank of America, National Association, in its own capacity and as successor trustee to LaSalle Bank National Association and as successor servicer to Home Loan Services, Inc. and BAC Home Loans Servicing, LP (“BANA,” and, together with MLML, MLMI, FFFC, and BAC, the “Bank of America Parties”), and U.S. Bank National Association (the “Trustee”), solely in its capacity as trustee of the Merrill Lynch First Franklin Mortgage Loan Trust, Series 2007-3 (the “Trust”). Each of the Bank of America Parties and the Trustee individually is a “Party” hereto, and together they constitute the “Parties.” Certain capitalized terms used herein are defined in Section 1 of this Agreement. Other capitalized terms used but not defined herein shall have the meaning assigned to them in the PSA (as defined below).

Recitals

WHEREAS, FFFC sold Mortgage Loans (as defined below) to MLMI pursuant to the Mortgage Loan Purchase Agreement, dated as of May 1, 2007 (the “Sale Agreement”), by and between FFFC, as seller, and MLMI, as purchaser;

WHEREAS, the Mortgage Loans were deposited into a residential mortgage-backed securitization created pursuant to a Pooling and Servicing Agreement, dated as of May 1, 2007 (the “PSA”), by and among MLMI, as depositor; Home Loan Services, Inc., as servicer; and LaSalle Bank National Association, as trustee;

WHEREAS, pursuant to the PSA, the Mortgage Loans and certain corresponding rights related thereto including, without limitation, the right to enforce remedies with respect to breaches of representations and warranties, were conveyed and transferred to the Trustee, in trust for the benefit of the Certificateholders (as defined below);

WHEREAS, on May 24, 2019, the Trust, by and through the Trustee, commenced an action in the United States District Court for the Southern District of New York against FFFC, MLML and BAC, captioned *U.S. Bank National Association, as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Series 2007-3 v. First Franklin Financial Corporation, Merrill Lynch Mortgage Lending, Inc., and Bank of America Corporation*, No. 19-cv-4890 (the “Action”), alleging, *inter alia*, that certain Mortgage Loans conveyed to the Trust breached certain representations and warranties;

WHEREAS, MLML and BAC have filed a motion to dismiss all claims against them;

WHEREAS, the Bank of America Parties dispute all claims and allegations of any breach of any provision of any of the Transaction Documents, including any representations and warranties contained therein; waive no rights; and preserve all of their defenses with respect to such allegations and claims; and

WHEREAS, the Parties therefore enter into this Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, to set forth their mutual understandings and agreements for resolving their disputes, including disputes regarding the claims asserted in the Action.

Agreement

The Parties, intending to be legally bound, agree as follows:

1. Defined Terms. As used in this Agreement, in addition to the terms otherwise defined herein, the following terms have the meanings set forth below:

“Action” is defined in the Recitals.

“Agreement” is defined in the Preamble.

“Approval Order” means an order entered by the court presiding over the Trust Instruction Proceeding (as defined below) pursuant to Minn. Stat. § 501C.0201 *et seq.* in form and substance satisfactory to the Trustee and authorizing and directing the Trustee to enter into and perform its obligations under this Agreement and to apply and distribute the proceeds of the Settlement in accordance herewith. The Approval Order shall (i) provide that the Approval Order and the Agreement are binding on the Trust, the Trustee, all other parties involved in the administration of the Trust, and all Persons claiming a beneficial or ownership interest in the Trust including, without limitation, all past, present or future Certificateholders and their successors or assigns, as well as any other parties-in-interest, if any; and (ii) provide that the Payment (as defined herein) received by the Trust shall be applied within the Trust as set forth in this Agreement and shall otherwise be applied in accordance with the terms of the PSA.

“BAC” is defined in the Preamble.

“BANA” is defined in the Preamble.

“Bank of America Parties” is defined in the Preamble.

“Bank of America Persons” means the Bank of America Parties, and any Person who is a Related Person to a Bank of America Party.

“Certificateholder” means each Certificateholder (as defined in the PSA) from time to time, and each Certificateholder’s successors in interest, assigns, pledgees and/or transferees.

“Depositor” means MLMI.

“Effective Date” means the date upon which (a) each of the Settlement Conditions (as defined herein) shall have been met to the satisfaction of the Trustee and (b) the Trustee shall have received the Payment as provided in Section 4 of this Agreement.

“Execution Date” is defined in the Preamble.

“FFFC” is defined in the Preamble.

“Final Court Approval” means the entry of the Approval Order by the court and either (i) expiration of all appeal periods without an appeal (including, without limitation, the expiration of any time to apply for discretionary review), or (ii) if an appeal is taken, upon entry of an order finally affirming the Approval Order without possibility of further appeal or when the time for any further appeal has expired (including, without limitation, the expiration of any time to apply for discretionary review).

“Legally Impossible” means the denial of entry of the Approval Order by the court presiding over the Trust Instruction Proceeding; provided, however, that if the Trustee decides to pursue an appeal or other proceeding concerning such denial, “Legally Impossible” means the earliest of (i) denial, in an order that is not subject to further appeal or other review, of the Trustee’s appeal or other proceeding that could result in Final Court Approval; and (ii) the Trustee’s notice of withdrawal of such appeal or other proceeding. For the avoidance of doubt, nothing herein is intended to or shall be construed as obligating the Trustee to pursue an appeal (or appeals) or other proceedings in the event of a denial of entry of the Approval Order by the court presiding over the Trust Instruction Proceeding.

“Losses” means any and all losses, costs, payments, fines, penalties, assessments, demands, charges, fees, judgments, damages, awards, disbursements and amounts paid in settlement, punitive damages, foreseeable and unforeseeable damages, incidental or consequential damages, in each case of whatever kind or nature.

“MLMI” is defined in the Preamble.

“MLML” is defined in the Preamble.

“Mortgage Loans” has the meaning set forth in the PSA.

“Nationstar” is defined in the definition of “Released Claims.”

“Originator” means FFFC.

“Party” and “Parties” are defined in the Preamble.

“Payment” is defined in Section 4.

“Person” means any individual, corporation, company, partnership, limited liability company, joint venture, association, trust, or other entity, including a governmental authority.

“Precluded Persons” is defined in Section 6(a).

“Prior Trustee” means (a) LaSalle Bank National Association and (b) BANA, in its capacity as successor trustee to LaSalle Bank National Association.

“PSA” is defined in the Recitals.

“Related Persons” means, with respect to a Person, (i) any other Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) each of their

respective predecessors and successors, and (iii) each of the principals, administrators, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, investment bankers, representatives, estates, divisions, financial advisors, estate managers, agents, attorneys, advisors, investment advisors, auditors, accountants, trustees, underwriters, insurers and reinsurers, family members, executors, administrators as well as anyone acting or appearing to act on behalf of any of them, and the legal representatives, heirs, executors, administrators, predecessors and successors of any of the foregoing.

“Released Claims” means, with respect to the Trust, all alleged or actual claims, counterclaims, defenses, rights of setoff, rights of rescission, liens, disputes, liabilities, Losses, debts, expenses (including attorney’s fees), obligations, demands, claims for accountings or audits, alleged Events of Default (as defined in the PSA), rights, and causes of action of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, in contract, tort, or otherwise, secured or unsecured, accrued or unaccrued, whether direct, indirect, derivative, by subrogation or brought in any other capacity, including claims that previously existed, currently exist, or exist in the future, and arising out of, connected to, or relating to:

(i) any claim that was asserted in the Action, or would have been subject to the doctrine of *res judicata* had the Action been fully litigated to final judgment with respect to any claim that was asserted therein;

(ii) the origination, transfer, sale, or delivery of Mortgage Loans to the Trust or any other Person pursuant to any of the Transaction Documents and any and all obligations of any kind relating thereto under the Transaction Documents, including, but not limited to (A) any alleged or actual breach of any covenants, representations and warranties in any of the Transaction Documents or any alleged or actual failure to notify the Trustee of such a breach, and (B) any alleged or actual obligation to repurchase Mortgage Loans, make payments of any kind, or otherwise compensate the Trust or any other Person under any of the Transaction Documents for any Mortgage Loan on the basis of any such covenants, representations or warranties in any of the Transaction Documents or otherwise or failure to cure any alleged breaches of such covenants, representations and warranties;

(iii) the custody or documentation of Mortgage Loans as such custody or documentation exists as of, or existed prior to, the Effective Date, including with respect to alleged defective, incomplete or non-existent documentation, as well as issues arising out of or relating to recordation, title, assignment or any other matter relating to legal enforceability of Mortgage Loans, whether pursuant to the PSA or other Transaction Document, provided, however, that the Released Claims shall not include claims relating to a custodian’s obligation under the Transaction Documents to maintain the Mortgage Files (as defined in the PSA) received by the custodian;

(iv) any obligation of any Person, including without limitation any Originator, Depositor, Sponsor, Servicer, or Prior Trustee to take any enforcement or other action or provide any notice towards, or with respect to, any matter that is a Released Claim pursuant to clause (i), (ii), (iii), (v), (vi) or (vii) of this definition;

(v) the servicing of Mortgage Loans by any Servicer (including the timing or sufficiency of a Servicer's collection, foreclosure and loss mitigation efforts) through the Effective Date, provided that (A) claims based solely on a Servicer's aggregation and remittance of Mortgage Loan payments, accounting for principal and interest, and preparation of tax-related information in connection with Mortgage Loans and ministerial operation and administration of Mortgage Loans for which a Servicer receives servicing fees are not released, and (B) nothing in this Agreement shall be deemed to release Nationstar Mortgage LLC d/b/a/ Mr. Cooper ("Nationstar") with respect to Nationstar's servicing of Mortgage Loans after the date on which Nationstar became the Servicer (as defined in the PSA) of the Trust;

(vi) the distribution of the Payment to, or within, the Trust, and any tax consequences to the Trust or the Certificateholders relating to such distribution, it being understood and agreed that the matters described in this clause (vi) shall not be a Released Claim with respect to any current servicer; or

(vii) except as provided in Section 6(e), any claim for indemnification or contribution with respect to any of the foregoing.

"Released Persons" means (a) the Originator, Depositor, Sponsor, Servicer, and Prior Trustee (in each case, solely in their capacities as such), and (b) each of their respective Related Persons (solely in its respective capacity as such).

"REMIC Tax Opinion" means an opinion of counsel, acceptable to the Trustee, applicable to the Trust, to the effect that: (i) the execution of and the transactions contemplated by this Agreement will not cause any portion of the Trust for which a REMIC election (as defined in the Internal Revenue Code) has been made in accordance with the applicable Transaction Documents to fail to qualify at any time as a REMIC, and (ii) the receipt of the Payment (as defined herein) by the Trust and application and distribution of the Payment as provided in this Agreement will not cause, or result in, the imposition of any taxes on the Trust or on any portion of the Trust for which a REMIC election has been made in accordance with the terms of the applicable Transaction Documents.

"Sale Agreement" is defined in the Recitals.

"Servicer" means any Bank of America Person that has serviced, or is servicing, any Mortgage Loans pursuant to the PSA.

"Settlement" means the negotiated settlement set forth in this Agreement, including all terms and conditions thereof.

"Settlement Advice/Opinions" means the advice or opinions, satisfactory to the Trustee, of one or more persons or entities retained by the Trustee to advise it on the adequacy and reasonableness of the Settlement that, either singly or taken together, advise or opine that the Settlement terms set forth in this Agreement are reasonable and adequate.

“Settlement Conditions” means each of (i) Final Court Approval; (ii) receipt by the Trustee of a REMIC Tax Opinion; and (iii) receipt by the Trustee of Settlement Advice/Opinions satisfactory to the Trustee.

“Sponsor” means FFFC.

“Termination Date” is defined in Section 2(b).

“Transaction Documents” means the PSA, the Sale Agreement, and any other sale agreement or servicing agreement with respect to any Mortgage Loans or any servicing thereof by a Bank of America Person, and all other assignment agreements, custodial agreements, indemnity agreements, sale and servicing agreements, insurance and indemnity agreements, mortgage loan purchase agreements, indentures, trust agreements, and/or other similar agreements or documents relating to the Trust and any Mortgage Loans or the servicing of the Mortgage Loans by a Bank of America Person, including prospectuses and prospectus supplements and any amendments thereto or similar disclosure documents disseminated or other disclosures made in relation to the Trust or Mortgage Loans.

“Trust” is defined in the Preamble.

“Trust Instruction Proceeding” means a proceeding commenced by the Trustee by filing a petition for instructions in Minnesota state court pursuant to Minn. Stat. § 501C.0201 *et seq.* seeking, among other things, entry of the Approval Order with respect to this Agreement and the Settlement evidenced hereby after providing all Certificateholders with notice and an opportunity to object and to make their position known to the court as and to the extent allowed by the court.

“Trustee” is defined in the Preamble.

2. Settlement Process.

(a) The Effective Date of this Agreement and the Settlement evidenced hereby shall occur automatically when (i) all of the Settlement Conditions have been met to the satisfaction of the Trustee including, without limitation, the Trustee’s receipt of Final Court Approval, the REMIC Tax Opinion and the Settlement Advice/Opinions, and (ii) the Trustee has received the Payment as provided in Section 4 of this Agreement.

(b) This Agreement and the terms and conditions set forth herein shall be binding upon the Bank of America Parties and the Trustee as of the Execution Date and shall continue to be binding and irrevocable until the Termination Date. The “Termination Date” shall occur if (i) the Effective Date of the Agreement has not occurred by eighteen (18) calendar months after the Execution Date, and either the Bank of America Parties or the Trustee, upon written notice to the other(s), withdraws from this Agreement and declares the Agreement terminated, or (ii) the Approval Order becomes Legally Impossible, in which case this Agreement shall be considered null and void and shall have no further effect as to the Parties except that the Parties shall continue to be bound by the provisions of Sections 7 and 9.

(c) Reasonably promptly following the execution of this Agreement, the Trustee shall use its best efforts to obtain the REMIC Tax Opinion and the Settlement Advice/Opinions in form and substance satisfactory to the Trustee.

(d) In addition to the foregoing, reasonably promptly following the execution of this Agreement, the Trustee shall use its best efforts to seek approval of this Agreement and the Settlement evidenced hereby in the Trust Instruction Proceeding by filing a petition with the Minnesota state court seeking entry of the Approval Order after notice to all Certificateholders. For the avoidance of doubt, the terms of this Agreement are subject to and conditioned upon Final Court Approval. If the Approval Order is denied by the court, the Trustee may, but is not obligated to, pursue an appeal or other proceeding that could result in Final Court Approval. The Trustee shall promptly notify the Bank of America Parties in writing if it decides to pursue such an appeal or other proceeding, or if it decides to withdraw from or otherwise resolves such an appeal or other proceeding. Notwithstanding the foregoing, nothing herein shall prevent the Trustee from exercising its reasonable judgment to act consistently with the PSA and other Transaction Documents.

3. The Action. Not later than three (3) business days following the Effective Date, the Trustee shall cause to be filed a stipulation of voluntary dismissal with prejudice of the Action in a form reasonably acceptable to the Bank of America Parties. The Trustee shall take all other steps as necessary to effect dismissal with prejudice of the Action, including but not limited to filing, if requested by the court in the Action, a proposed order of dismissal with prejudice in a form reasonably acceptable to the Bank of America Parties.

4. Payment. Within fifteen (15) calendar days following receipt of the Trustee's notice that all of the Settlement Conditions have been met to the satisfaction of the Trustee, the Bank of America Parties shall pay to the Trustee the sum of one hundred twenty-seven million, eight hundred thirty-one thousand, eight hundred forty-six dollars (\$127,831,846) (the "Payment"). Forty seven-million, ten thousand dollars (\$47,010,000) (the "Group One Amount") shall be allocated to certificates backed by Group One Mortgage Loans, and eighty million, eight hundred twenty-one thousand, eight hundred forty-six dollars (\$80,821,846) (the "Group Two Amount") shall be allocated to certificates backed by Group Two Mortgage Loans. The Payment shall be made by wire transfer to an account specified by the Trustee in writing.

5. Distribution of the Payment.

(a) The Payment received by the Trustee shall be treated as a Subsequent Recovery (as defined in the PSA) of principal for Group One Mortgage Loans and Group Two Mortgage Loans, respectively, available for distribution on the related Distribution Date and shall be applied and distributed in accordance with the distribution provisions of the PSA.

(b) Consistent with Section 4.04(d)(iii)(A) and (B) of the PSA and the definitions of "Applied Realized Loss Amount" and "Certificate Principal Balance," (i) the Group One Amount shall be allocated and distributed to the Holders of Class A-1B, A-1C and A-1D Certificates *pro rata* based on their respective Certificate Principal Balances, and (ii) the Group Two Amount shall be allocated and distributed to the Holders of Class A-2B, A-2C, and A-2D

Certificates *pro rata* based on their respective Certificate Principal Balances, which would have the effect of reducing the undercollateralization of such certificates.

(c) If distribution of the Payment would become payable to a class of REMIC residual interests, whether on the initial distribution of the Payment or on any subsequent distribution date that is not the final distribution date under the Transaction Documents, the Payment shall be maintained in the distribution account and shall be distributed to the Certificateholders on the next distribution date according to the provisions of this Section 5.

(d) For the avoidance of doubt, (x) apart from paying the Payment in accordance with Section 4, the Bank of America Parties shall have no obligation with respect to the distribution of the Payment to, or within, the Trust; and (y) the Trustee shall not be required to transfer any Mortgage Loans, or any Mortgage Files relating thereto, to the Bank of America Parties.

6. Release.

(a) Effective as of the Effective Date, the Trustee, on behalf of itself, the Trust, and any Persons claiming by, through or on behalf of the Trust (including any other transaction parties authorized to enforce any Released Claims, and any Certificateholders claiming derivatively for the Trust) (collectively, the “Precluded Persons”), irrevocably and unconditionally grants to the Released Persons a full, final and complete release, waiver and discharge of all Released Claims that the Precluded Persons may now or may hereafter have, directly or indirectly, against or involving any or all of the Released Persons.

(b) With respect to any and all Released Claims, each of the Precluded Persons expressly waives the provisions, rights, and benefits of California Civil Code § 1542 and any provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Precluded Persons may after the Effective Date discover facts in addition to or different from those that any of them now knows or knows as of the Effective Date or believes to be true with respect to the subject matter of the claims released hereunder; however, as of the Effective Date, each of the Precluded Persons fully, finally, and forever settles and releases any and all Released Claims released hereunder, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which may exist on the Effective Date or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Each of the Precluded Persons acknowledges that

the foregoing waiver was separately bargained for and a key element of this Agreement of which this release is a part.

(c) The Parties do not release or waive any rights or claims against each other to enforce the terms of this Agreement.

(d) The releases and waivers in this Section 6 do not include any direct individual claims for securities fraud or other alleged disclosure violations in connection with the sale of certificates in the Trust that a Certificateholder may seek to assert based upon such Certificateholder's purchase or sale of securities (except insofar as such claims arise from any Transaction Document with respect to the sale or servicing of any Mortgage Loans and the claims can be extinguished by this Agreement); provided, however, that the question of the extent to which any payment made or benefit conferred pursuant to this Agreement may constitute an offset or credit against, or a reduction in the gross amount of, any such claim shall be determined in the action in which such claim is raised, and, notwithstanding any other provision in this Agreement, the Parties reserve all rights with respect to the position they may take on that question in those actions and acknowledge that all other Persons similarly reserve such rights.

(e) The releases and waivers in this Section 6 do not, in the event of a third-party claim against the Trustee, release any Released Person's indemnification or reimbursement obligations that run to the personal benefit of the Trustee (and not to the benefit of the Trust), if and to the extent applicable, under the terms of the Transaction Documents or common law.

(f) The releases and waivers in this Section 6 do not release any Released Person from an existing obligation under the Transaction Documents to provide and/or procure, as applicable, documents needed to cure document defects or comply with custody requirements; provided, however, that any claims for monetary damages against the Bank of America Parties or any other Released Person based upon the failure to cure such defects or comply with such custody requirements shall be included within the Released Claims.

7. No Admissions. This Agreement is intended to effectuate the settlement of the Released Claims, and the contents hereof shall not be construed as an admission by any Person of any liability or any factual contention of any kind to any other Person, whether or not the Person is a Party. This Agreement is without prejudice or value as precedent and shall not be used or referred to in any way in the Action, or any other action, proceeding, or hearing other than to enforce or effectuate the terms of this Agreement. This Agreement and all discussions between the Parties and their representatives regarding the subject matter of this Agreement are communications in the nature of compromise and settlement such that all protections of Rule 408 of the Federal Rules of Evidence, as well as similar protections provided by any and all analogous evidentiary rules and/or privileges of laws of any state or other jurisdiction, shall apply.

8. Repurchase Claims. From and after the Effective Date, the Trustee shall not take any action that is intended or reasonably could be expected to be adverse to or inconsistent with the intent, terms, and conditions of this Agreement, and the Trustee will not initiate, pursue or assist in the pursuit against any Released Person, any new or existing repurchase claims or other claims that would be Released Claims hereunder. As of the Effective Date, each notice or demand the Trustee has given regarding any repurchase claim or other claim that would be a Released

Claim, and all such notices and demands, shall be deemed null and void, rendered inoperative, as if never sent, and shall be deemed for all purposes to be withdrawn with prejudice.

9. Confidentiality. All matters relating to the negotiation of this Agreement, including confidential information exchanged between any Parties in connection with such negotiation, other than this Agreement itself, shall be and remain confidential and no Party to this Agreement shall disclose such information to a third party without the prior written consent of each other Party, provided that a Party may disclose such information to its own attorneys, accountants and advisors to the extent such attorneys, accountants and advisors need to know such information for the purpose of assisting such Party with the transactions contemplated by this Agreement, if the disclosing Party (a) directs such attorneys, accountants or advisors to keep the information confidential, (b) is responsible for any disclosure by its attorneys, accountants or other advisors of such information and (c) takes at its sole expense all reasonable measures to restrain such attorneys, accountants and advisors from disclosing such information. The confidentiality obligations of the Parties hereunder shall not pertain to (i) requisite disclosure in the necessary course of business for such purposes as audits, reinsurance, investor reports, rating agency examinations, accounting, taxation, and banking, (ii) disclosures made in connection with the Trust Instruction Proceeding, so long as such disclosures are made subject to a protective order, or (iii) where otherwise required by law or regulation but, in each case, only to the extent so required and after giving each other Party reasonable advance notice of any such disclosure that could reasonably be expected to be made public and the opportunity to seek a protective order or other limitation on the scope of such disclosure, consistent with the applicable requirements of law and regulation, provided that, such advance notice to each other Party is not required for disclosure pursuant to a request by a regulatory authority, including any self-regulatory organization, having authority to regulate or supervise any conduct of such Party, including but not limited to the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, and the New York Stock Exchange, Inc.

10. Representations and Warranties.

(a) Each Bank of America Party represents and warrants, as of the date hereof, that (i) it is duly authorized to execute and deliver this Agreement; (ii) it has taken all necessary action to authorize the execution and delivery of this Agreement; (iii) the execution and delivery of this Agreement will not violate any law, regulation, order, judgment, decree, ordinance, charter, bylaw, or rule applicable to it or its property or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under or result in a breach of any material agreement or other material instrument by which it is bound or by which its assets are affected; (iv) the person signing this Agreement on its behalf is duly authorized to do so; and (v) this Agreement constitutes its valid, binding and enforceable obligation, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) The Trustee represents and warrants, solely in its capacity as trustee of the Trust, as of the date hereof, that (i) it serves as the Trustee of the Trust; (ii) it has taken all necessary action to authorize the execution and delivery of this Agreement; (iii) the execution and delivery

of this Agreement will not violate any law, regulation, order, judgment, decree, ordinance, charter, bylaw, or rule applicable to the Trustee (in such capacity) or the Trust property or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under or result in a breach of any material agreement or other material instrument by which it is bound or by which its assets are affected; (iv) the Trustee has neither assigned nor delegated to another the Trustee's authority to enter into or perform under this Agreement; (v) the person signing this Agreement on its behalf is duly authorized to do so; and (vi) this Agreement constitutes its valid, binding and enforceable obligation, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

11. Final Agreement. This Agreement contains the entire agreement between the Parties relating to the Settlement contemplated herein, and supersedes any and all prior agreements, understandings, representations, and statements between the Parties, whether oral or written, and whether by such Party or such Party's legal counsel. The Parties are entering into this Agreement based solely on the representations and warranties and other terms contained herein, and not based on any promises, representations, and/or warranties not found herein.

12. No Oral Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and executed by each of the Parties.

13. Interpretation. The terms of this Agreement were negotiated in good faith and at arm's length by the Parties. The provisions contained herein shall not be construed in favor of or against any Party because that Party or its counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement, and any rules of construction to the contrary are hereby expressly waived.

14. Legal Advice. The Parties have each received independent legal advice from attorneys of their choice as to the advisability of making the Settlement and the releases provided for herein and as to the advisability of executing this Agreement.

15. No Amendments to Transaction Documents. The Parties agree that this Agreement reflects a compromise of disputed claims and is not intended to, and shall not be argued or deemed to constitute, an amendment of any term of any Transaction Document. Notwithstanding anything herein to the contrary, if the court in the Trust Instruction Proceeding finds that Section 5(b) of this Agreement or any portion thereof imposes a requirement that is inconsistent with the PSA, such inconsistent term or provision shall be deemed severed from this Agreement and shall not affect the legality, enforceability or validity of any other term or provision of this Agreement.

16. Concerning the Trustee. Nothing in this Agreement shall be construed to imply that the Trustee owes any greater duties under the Transaction Documents than it would otherwise owe under those agreements. The provisions of this Agreement shall not affect the rights and obligations of the Trustee under the applicable Transaction Document(s), which shall equally apply to each and every of the Trustee's rights and obligations under this Agreement; provided, however, that nothing in this section shall be construed as limiting the releases granted to the Released Persons pursuant to the terms of this Agreement.

17. Successors in Interest. The terms, conditions, and provisions of this Agreement are binding upon and shall inure to the benefit of the Parties and each of their assigns, successors in interest, personal representatives, estates, administrators, heirs, devisees, insurers, and legatees.

18. No Waiver. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

19. Governing Law. This Agreement shall be interpreted in accordance with and governed in all respects by the substantive and procedural law of the State of New York, without regard to the conflicts of law provisions thereof (other than Section 5-1401 of the New York General Obligations Law).

20. Specific Performance. Each Party acknowledges and agrees that each other Party would be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any such breach could not be adequately compensated in all cases by monetary damages alone. Accordingly, each Party agrees that, in addition to any other right or remedy to which any other Party may be entitled at law or in equity, each Party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to obtain temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of this Agreement, provided, however, that no Party will be entitled to any remedy under this Agreement by virtue of its termination on the Termination Date.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original. The counterparts shall constitute one and the same Agreement. Facsimile and PDF signatures shall have the same force and effect as original signatures.

22. Third-Party Beneficiaries. Each Released Person shall be a third-party beneficiary of this Agreement, with the right to sue under and directly enforce this Agreement. No other Person shall have any third-party beneficiary or other rights under this Agreement, or have any right to sue under or directly enforce this Agreement.

23. Headings. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

24. Notices. All notices or demands given or made by one Party to the other Party or Parties relating to this Agreement shall be in writing and either personally served or sent by registered or certified mail, postage prepaid, return receipt requested, overnight delivery service, or by electronic mail transmission, and shall be deemed to be given for purposes of this Agreement on the earlier of the date of actual receipt or three (3) days after the deposit thereof in the mail or the electronic transmission of the message. Unless a different or additional address for subsequent notices is specified in a notice sent or delivered in accordance with this Section, such notices or demands shall be sent as follows:

To: Bank of America, National Association
1540 Broadway
Mailcode: NY8-540-26-03
New York, NY 10036-4039
Attention: Brendan Dowd
Associate General Counsel, Litigation
E-mail: Brendan.dowd@bofa.com (with a copy to
LegacyRMBS@bofa.com)

With a copy to: Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
Attention: Elaine P. Golin
E-mail: EPGolin@wlrk.com

To: Bank of America Corporation
1540 Broadway
Mailcode: NY8-540-26-03
New York, NY 10036-4039
Attention: Brendan Dowd
Associate General Counsel, Litigation
E-mail: Brendan.dowd@bofa.com (with a copy to
LegacyRMBS@bofa.com)

With a copy to: Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
Attention: Elaine P. Golin
E-mail: EPGolin@wlrk.com

To: First Franklin Financial Corporation
31303 Agoura Road
CA6-917-02-11
Westlake Village, California 91361
Attention: Elizabeth Chen
e-mail: elizabeth.k.chen@bofa.com

With a copy to: Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
Attention: Elaine P. Golin
E-mail: EPGolin@wlrk.com

To: Merrill Lynch Mortgage Investors, Inc.
31303 Agoura Road
Westlake Village, CA 91361
Attention: Adam Gadsby
E-mail: Adam.gadsby@bofa.com (with a copy to
LegacyRMBS@bofa.com)

With a copy to: Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
Attention: Elaine P. Golin
E-mail: EPGolin@wlrk.com

To: Merrill Lynch Mortgage Lending, Inc.
31303 Agoura Road
Westlake Village, CA 91361
Attention: Adam Gadsby
E-mail: Adam.gadsby@bofa.com (with a copy to
LegacyRMBS@bofa.com)

With a copy to: Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
Attention: Elaine P. Golin
E-mail: EPGolin@wlrk.com

To: U.S. Bank National Association, as Trustee
c/o Susan E. Jacobsen, Vice President
60 Livingston Avenue
EP-MN-WS1D
St. Paul, MN 55107
E-mail: Susan.Jacobsen2@usbank.com

With a copy to: Maslon LLP
90 South 7th Street, Suite 3300
Minneapolis, MN 55402
Attention: Michael C. McCarthy
E-mail: Mike.McCarthy@maslon.com

[REMAINDER OF PAGE BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties or their authorized representatives have executed this Agreement as of the Execution Date.

MERRILL LYNCH MORTGAGE LENDING, INC.

By: AL Gadsby

Name: Adam Gadsby

Title: Vice President

MERRILL LYNCH MORTGAGE INVESTORS, INC.

By: AL Gadsby

Name: Adam Gadsby

Title: Vice President

FIRST FRANKLIN FINANCIAL CORPORATION

By: _____

Name: _____

Title: _____

BANK OF AMERICA CORPORATION

By: _____

Name: _____

Title: _____

BANK OF AMERICA, NATIONAL ASSOCIATION

By: EL

Name: Elizabeth Chen

Title: Senior Vice President

IN WITNESS WHEREOF, the Parties or their authorized representatives have executed this Agreement as of the Execution Date.

MERRILL LYNCH MORTGAGE LENDING, INC.

By: _____

Name: _____

Title: _____

MERRILL LYNCH MORTGAGE INVESTORS, INC.

By: _____

Name: _____

Title: _____

FIRST FRANKLIN FINANCIAL CORPORATION

By: 

Name: MICHAEL KEATING

Title: PRESIDENT

BANK OF AMERICA CORPORATION

By: _____

Name: _____

Title: _____

BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties or their authorized representatives have executed this Agreement as of the Execution Date.

MERRILL LYNCH MORTGAGE LENDING, INC.

By: _____

Name: _____

Title: _____

MERRILL LYNCH MORTGAGE INVESTORS,
INC.

By: _____

Name: _____

Title: _____

FIRST FRANKLIN FINANCIAL CORPORATION

By: _____

Name: _____

Title: _____

BANK OF AMERICA CORPORATION

By: Phillip A. Wertz

Name: Phillip A. Wertz

Title: Associate General Counsel & SVP

BANK OF AMERICA, NATIONAL
ASSOCIATION

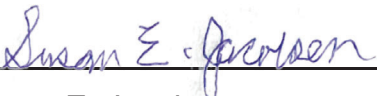
By: _____

Name: _____

Title: _____

MERRILL LYNCH FIRST FRANKLIN
MORTGAGE LOAN TRUST, SERIES 2007-3

By: U.S. BANK NATIONAL
ASSOCIATION, solely in its capacity as
Trustee

By: 
Name: Susan E. Jacobsen
Title: Vice President

Appendix B

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

**In the matter of the Merrill Lynch First
Franklin Mortgage Loan Trust, Series 2007-3**

Case Type: Other
File No. _____

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

TO THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT:

1. Petitioner U.S. Bank National Association (“**U.S. Bank**”), solely in its capacity as trustee (in such capacity, the “**Trustee**”) for Merrill Lynch First Franklin Mortgage Loan Trust, Series 2007-3 (the “**Trust**”), files this petition (the “**Petition**”) pursuant to Minn. Stat. § 501C.0201 *et seq.* seeking certain instructions and authorizations regarding administration of the Trust. As described further below, the Trustee has received a settlement proposal offering an aggregate cash payment of \$127,831,846 in exchange for the settlement and release of certain claims related to the alleged breaches of representations and warranties with respect to the mortgage loans conveyed to the Trust. The Trustee solicited directions and input from Certificateholders and engaged an expert to review the terms of the proposed settlement and make recommendations to the Trustee. Having completed its review and evaluation of the proposed settlement, the Trustee is now filing this Petition to seek approval of the Settlement Agreement (as defined below) and to obtain certain authorizations, instructions and relief related thereto.

Jurisdiction and Venue

2. U.S. Bank serves as successor Trustee under a Pooling and Servicing Agreement dated as of May 1, 2007 (the “PSA”), by and among Merrill Lynch Mortgage Investors, Inc., as Depositor (“MLMI” or “**Depositor**”), Home Loan Services, Inc., as Servicer, and U.S. Bank, as successor to LaSalle Bank National Association, as Trustee. (A true and correct copy of the PSA, exclusive of exhibits and schedules thereto, is attached to this Petition as **Exhibit 1.**)¹

3. The Trustee is a national banking association, has its principal corporate trust office in St. Paul, Minnesota, and performs functions of trust administration in Minnesota. There is jurisdiction over this Petition under Minn. Stat. §§ 501C.0202(1) and (24) in that the Trustee is seeking instruction from this Court confirming the actions taken by the Trustee and instructing the Trustee regarding administration of the Trust and discharge of the Trustee’s duties under the agreement(s) governing the Trust.

4. This Petition is properly venued in this Court pursuant to Minn. Stat. § 501C.0207(a)(2)(i) because the Trustee has a corporate trust office in St. Paul, Minnesota, and pursuant to Minn. Stat. § 501C.0207(b) because this Trust has been the subject of prior proceedings in this Court.

5. The Trustee requests that the Court take jurisdiction in this matter as a proceeding *in rem*.

¹ Capitalized terms used and not otherwise defined in this Petition have the meanings given to such terms in the PSA.

Background

6. Pursuant to a Mortgage Loan Purchase Agreement dated as of May 1, 2007 (the “**Purchase Agreement**”), between MLMI, as purchaser, and First Franklin Financial Corporation (“**First Franklin**”), as seller, First Franklin sold certain residential mortgage loans that were subsequently conveyed to the Trust (each a “**Mortgage Loan**” and collectively, the “**Mortgage Loans**”). (A true and correct copy of the Purchase Agreement, exclusive of exhibits and schedules thereto, is attached to this Petition as **Exhibit 2**.) In the Purchase Agreement, First Franklin made a number of representations and warranties regarding the quality and characteristics of the Mortgage Loans.

7. Pursuant to the PSA, MLMI, as the Depositor, conveyed and transferred to the Trustee, in trust for the benefit of Certificateholders (as defined below), all right, title and interest of the Depositor in and to the Mortgage Loans. *See, Exhibit 1*, PSA, § 2.01 at pp. 71-73 and the definition of “Trust Fund” at p. 69. The Depositor also conveyed to the Trustee all of its rights and interests under the Purchase Agreement, including the Depositor’s right, title and interest in the representations and warranties made by First Franklin and the benefit of the repurchase obligations. *Id.* at 63. Pursuant to the terms of the PSA, the Trust issued Mortgage Loan Asset-Backed Certificates, Series 2007-3 (the “**Certificates**”, and holders or beneficial owners thereof, the “**Certificateholders**”), which were sold to investors and represent beneficial ownership interest in the Trust estate.

Repurchase Demands and Tolling Agreement

8. Starting in 2012, certain Certificateholders provided notices to the Trustee indicating that they had identified breaches of various representations and warranties with respect

to certain Mortgage Loans conveyed to the Trust (the “**Subject Loans**”). In accordance with the terms of the PSA, the Trustee then provided notice of alleged breaches to the responsible parties and demanded that they take appropriate remedial actions with respect to the Subject Loans. In response to these demands, First Franklin repurchased a small number of the Subject Loans, but the overwhelming majority of the Subject Loans have not been repurchased, nor have the alleged breaches related thereto been cured.

9. Effective as of March 1, 2013, the Trustee, acting pursuant to a direction from a Certificateholder (the “**Directing Certificateholder**”), entered into a tolling agreement (the “**Tolling Agreement**”) with First Franklin, MLMI, Merrill Lynch Mortgage Lending, Inc. (“**MLML**”), Bank of America, National Association (“**BANA**”) and Bank of America Corporation (“**BAC**”) (such parties collectively, the “**Tolling Counterparties**”), to preserve any causes of action that the Trust or the Trustee had against the Tolling Counterparties. The Directing Certificateholder subsequently ceased directing the Trustee and did not provide any direction or indemnity to pursue litigation with respect to the alleged breaches or to take any other enforcement action against the Tolling Counterparties.

10. The Trustee and the Tolling Counterparties entered into several amendments to extend the term of the Tolling Agreement until February 27, 2019. The Tolling Agreement contained a confidentiality provision, which prevented the Trustee from disclosing its existence or terms publicly, including to Certificateholders. In early 2019, the Tolling Counterparties consented to the Trustee’s disclosure of the Tolling Agreement in a notice to Certificateholders. Accordingly, by notice dated January 22, 2019 (the “**January 2019 Notice**”), the Trustee informed all Certificateholders of the existence of the Tolling Agreement. The January 2019 Notice indicated

that the Tolling Agreement was set to expire on February 27, 2019 and could not be extended further, and invited any Certificateholders who were interested in directing and indemnifying the Trustee to pursue claims relating to the alleged breaches of Mortgage Loan representations and warranties to contact the Trustee. (A copy of the January 2019 Notice is attached as **Exhibit 3** to this Petition.)

Prior Trust Instruction Proceeding and Putback Action

11. On March 5, 2019, Canton Investments LLC (“**Canton**”), representing that it was the owner of certain Certificates issued by the Trust, commenced a trust instruction proceeding (the “**Prior TIP**”) by filing a petition (the “**Canton Petition**”) in this Court (Case No. 62-TR-CV-19-7). In the Prior TIP Canton sought an order authorizing and instructing the Trustee to commence and prosecute a lawsuit against First Franklin to enforce the Trust’s claims arising from the alleged breaches of Mortgage Loan representations and warranties. The Canton Petition also sought authorization for the Trustee to use Trust funds to pay for such litigation. Attached as **Exhibit 4** hereto is a copy of the notice disseminated by the Trustee to all Certificateholders, including a copy of the Canton Petition and additional information regarding the Prior TIP. On March 22, 2019, the Trustee sent a further notice to Certificateholders, a copy of which is attached as **Exhibit 5** hereto, seeking their input with regard to the relief sought in the Canton Petition, including with respect to the proposed expenditure of Trust funds in connection with potential putback litigation. The Trustee did not receive any responses from Certificateholders expressing either support for or opposition to the Canton Petition.

12. The Court held a hearing in the Prior TIP and on May 7, 2019, entered an order (the “**Prior TIP Order**”) authorizing and directing the Trustee to retain litigation counsel and file and

prosecute a lawsuit (the “**Putback Action**”) against First Franklin and any affiliates, as appropriate, with respect to the alleged breaches of the Mortgage Loan representations and warranties. The Prior TIP Order authorized the Trustee to use Trust funds to fund the prosecution of the Putback Action and contained certain additional instructions, authorizations and relief related thereto. A copy of the Trustee’s notice to Certificateholders regarding the outcome of the Prior TIP, including a copy of the Prior TIP Order, is attached as **Exhibit 6** hereto.

13. In accordance with the Prior TIP Order, the Trustee retained McKool Smith as litigation counsel and, on May 24, 2019, commenced the Putback Action by filing a complaint in the United State District Court for the Southern District of New York (the “**New York Court**”) against First Franklin, MLML and BAC (collectively, the “**Defendants**”), captioned *U.S. Bank National Association, as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Series 2007-3 v. First Franklin Financial Corporation, Merrill Lynch Mortgage Lending, Inc., and Bank of America Corporation*, No. 1:19-cv-04890. Attached as **Exhibit 7** to this Petition is a copy of the Trustee’s notice in which the Trustee informed Certificateholders of the commencement of the Putback Action and provided a copy of the complaint.

Settlement Proposal and Stay of the Putback Action

14. On August 21, 2020, the Trustee received a letter (the “**Transmittal Letter**”) from counsel representing certain Certificateholders (the “**Initiating Holders**”) enclosing a copy of a proposed settlement agreement with respect to the Trust and the Putback Action (the “**Initial Settlement Offer**”). The Initiating Holders negotiated the Initial Settlement Offer directly with the Defendants without the Trustee’s knowledge or involvement. In the Transmittal Letter, the Initiating Holders expressed their support for the Initial Settlement Offer and asked the Trustee to,

among other things, conduct a vote of Certificateholders and seek a stay of the Putback Action while the Trustee considered the settlement offer.

15. By notice dated August 31, 2020, a copy of which is attached as **Exhibit 8** hereto, the Trustee informed all Certificateholders of the proposed settlement and provided copies of the Initial Settlement offer and the Transmittal Letter. The Trustee requested that any Certificateholders who wished to express their views regarding the Initial Settlement Offer do so by September 30, 2020. As indicated in Exhibit 8, the Initial Settlement Offer provided for an aggregate settlement payment to the Trust in the amount of \$80,821,846, all of which was to be allocated to the Certificates backed by Group Two Mortgage Loans, in exchange for the release of claims with respect to both Group One and Group Two Mortgage Loans.

16. In response to the August 2020 notice, the Trustee received correspondence from two Certificateholders indicating opposition to the Initial Settlement Offer. Both Certificateholders expressed a view that the proposed settlement payment was too low, and one of the Certificateholders specifically objected to the lack of a settlement payment with respect to the Certificates backed by Group One Mortgage Loans.

17. The Trustee and the Settlement Counterparties subsequently engaged in further discussions and, on February 1, 2021, the Settlement Counterparties presented a new settlement offer (the “**Settlement Agreement**”) to the Trustee, which provides for a larger payment to the Trust in the aggregate amount of \$127,831,846 (the “**Settlement Payment**”). A copy of the Settlement Agreement, as it was subsequently executed by the Trustee and the Settlement Counterparties, is attached as **Exhibit 9** to this Petition and provides that \$47,010,000 of the Settlement Payment is to be allocated to the Certificates backed by Group One Mortgage Loans

(the “**Group One Settlement Payment**”), and the remaining \$80,821,846 is to be allocated to the Certificates backed by Group Two Mortgage Loans (the “**Group Two Settlement Payment**”). Stated differently, the Settlement Agreement provides for the same settlement consideration with respect to the Certificates backed by Group Two Mortgage Loans as the Initial Settlement Offer but also adds a Group One Settlement Payment of \$47,010,000. *See* Exhibit 9, Settlement Agreement, § 4. In exchange, the Trustee, on behalf of itself, the Trust, and any persons claiming by, through or on behalf of the Trust, will be required to dismiss the Putback Action with prejudice and grant releases to the Settlement Counterparties and other “Released Persons,” all as more particularly described in the Settlement Agreement. *See id.* § 6 and related definitions. The Settlement Agreement provides that the Settlement Payment will be treated as a Subsequent Recovery (as defined in the PSA) of principal for Group One Mortgage Loans and Group Two Mortgage Loans, respectively, and will be distributed to the holders of the relevant Classes of Certificates consistent with Section 4.04(d)(iii)(A) and (B) of the PSA. *Id.* § 5(a)-(b). Additional terms and conditions are set forth in the Settlement Agreement attached as Exhibit 9 hereto.

18. At the time of the Initial Settlement Offer, First Franklin had filed an answer in the Putback Action and MLML and BAC had filed motions to dismiss certain claims against them but those motions had not been decided by the New York Court. Shortly after the Initial Settlement Offer was made, the parties requested that the New York Court stay the Putback Action in all respects except to allow the Trustee to continue to pursue certain document discovery from third parties. The New York Court granted the parties’ request and, as of the date of this Petition, the Putback Action remains stayed.

Certificateholder Solicitation and Views Regarding Proposed Settlement

19. Following its receipt of the Settlement Agreement, the Trustee sought direction and input from the Trust's Certificateholders. On February 18, 2021, the Trustee, through its solicitation and tabulation agent, Globic Advisors ("**Globic**"), disseminated a notice (the "**Solicitation Notice**"), in which the Trustee provided a copy of the Settlement Agreement and requested directions from Certificateholders of record as of the February 17, 2021 record date (the "**Voting Record Date**") who had Voting Rights pursuant to the terms of the PSA (such Certificateholders, the "**Voting Certificateholders**"). (A copy of the Solicitation Notice is attached as **Exhibit 10** hereto.) In the solicitation, the Trustee asked Voting Certificateholders to execute and deliver to Globic written directions directing the Trustee to either accept or reject the Settlement Agreement. In addition to soliciting the votes, both in the Solicitation Notice and in a subsequent notice dated as of June 1, 2021 (a copy of which is attached as **Exhibit 11** to this Petition), the Trustee asked all Certificateholders, with or without the Voting Rights, who wished to express their views regarding the Settlement Agreement to do so in writing. In the June 1, 2021 notice the Trustee specifically informed Certificateholders that any letters received by the Trustee would be shared with the expert retained by the Trustee to evaluate the proposed settlement.

20. Prior to the solicitation, the Trustee was informed that an affiliate of the Settlement Counterparties owned certain Certificates issued by the Trust (such holder, the "**Affiliated Holder**").² The Affiliated Holder indicated that it did not intend for any of its votes to be

² The Trustee notes that if the proposed Settlement Agreement is approved and implemented, and if the Affiliated Holder continues to hold its Certificates at the time that the Settlement Payment is distributed, it would be entitled to receive a portion of the Settlement Payment by virtue of its rights as a Certificateholder under the relevant provisions of the PSA.

considered by the Trustee so long as the Voting Rights owned by it were excluded from both the numerator and the denominator when tabulating results of the solicitation.

21. In response to the Solicitation Notice, Globic reported that it received responses from Certificateholders (including the Affiliated Holder) collectively holding a total of 96.55% of the Trust's Voting Rights. Globic informed the Trustee that out of all responses received, Certificateholders holding 96.27% of the Trust's Voting Rights voted in favor of the proposed settlement and directed the Trustee to accept and enter into the Settlement Agreement (such Certificateholders, the "**Supporting Holders**"), whereas Certificateholders holding .28% of the Trust's Voting Rights voted against the Settlement Agreement and directed the Trustee to reject it (such Certificateholders, the "**Opposing Holders**"). Globic further indicated that if the votes of the Affiliated Holder were excluded from both the numerator and the denominator, then the remaining Supporting Holders would be allocated 91.79% of the Trust's Voting Rights and the Opposing Holders would be allocated 1.01% of the Voting Rights. Attached as **Exhibit 12** hereto is a copy of a notice disseminated by the Trustee to Certificateholders setting forth the results of the solicitation and containing additional details regarding the outcome of the vote.

22. In addition to the votes, the Trustee also received written input from certain Certificateholders. The Initiating Holders and one other Certificateholder informed the Trustee that they support the Settlement Agreement. Of the two Certificateholders who had previously expressed opposition to the Initial Settlement Offer, one informed the Trustee that it is also opposed to the Settlement Agreement and believes that it still does not adequately compensate the Trust for losses arising from the alleged breaches of the representations and warranties made by First Franklin. The other Certificateholder informed the Trustee that it views the Settlement

Agreement as an adequate settlement for the Trust's senior Certificates but does not take a position on whether it is an adequate settlement for the Trust as a whole.

23. Although the PSA provides that Certificateholders may provide directions to the Trustee with regard to the Trustee's exercise of its powers, it does not specify the minimum percentage of Voting Rights needed to do so. Section 8.01(iii) of the PSA provides that "the Trustee shall not be liable, individually or as Trustee, with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of ... the Holders in accordance with [the PSA] relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under [the PSA]." Exhibit 1, PSA, § 8.01(iii). Other sections in the PSA providing for consents or directions with respect to various matters by Certificateholders holding twenty-five percent, a majority, or even a super-majority of the Voting Rights do not expressly apply to the Settlement Agreement. *See, e.g.*, Exhibit 1, PSA, §§ 7.01, 8.02(a)(iv), 10.01, 10.08.

24. As described above, after excluding the votes of the Affiliated Holder, an overwhelming majority of Certificateholders with Voting Rights voted in favor of the proposed Settlement Agreement. Based on the foregoing, the Trustee is seeking instruction from this Court that the directions received in the solicitation constitute directions given to the Trustee pursuant to Section 8.01(iii) of the PSA and the Trustee shall not be liable for having acted in good faith in accordance with such directions in executing and accepting the Settlement Agreement.

Expert Review and Advice Regarding the Settlement Agreement

25. The Trustee retained Hon. Thomas S. Fraser, who previously served as a trial judge in the Fourth Judicial District, to serve as the Trustee's expert (the "**Expert**") in connection with

the evaluation of the proposed Settlement Agreement. The Expert was asked to review the terms of the Settlement Agreement and advise the Trustee as to their reasonableness. Prior to his judicial tenure, Judge Fraser was a commercial litigator for nearly 35 years, during which period he also served as a mediator or arbitrator in hundreds of cases and as an occasional special master appointed by state and federal judges, focusing on commercial disputes. Following his retirement from the bench, Judge Fraser has returned to the alternative dispute resolution practice.

26. In connection with his evaluation of the proposed Settlement Agreement, the Expert reviewed, among other things, documents governing the Trust, repurchase demands made with respect to the allegedly breaching Mortgage Loans, pleadings filed in the Putback Action, the Trustee's notices to Certificateholders and the votes and correspondence received from Certificateholders, state and federal case law regarding claims similar to those asserted in the Putback Action, and settlements of similar claims with respect to other residential mortgage-backed securitization trusts, including expert reports and testimony relating to those other settlements. In conducting his analysis, the Expert also reviewed information regarding projected losses with respect to the Mortgage Loans remaining in the Trust as well as the modeling of hypothetical settlement recovery scenarios, which information was prepared and provided by RiskSpan, Inc. Additionally, the Expert interviewed litigation counsel regarding the Putback Action. Based on the foregoing review and analysis, the Expert has advised the Trustee that the Settlement Agreement is a reasonable compromise resolution of the Putback Action and that a prudent person would accept the Settlement Agreement.³

³ The PSA provides that an Event of Default exists if certain conditions set forth in Section 7.01 of the PSA are met. *See*, Exhibit 1, PSA, § 7.01. The PSA further provides that if an Event of Default occurs and remains uncured, the Trustee must act as a "prudent person." *Id.*, § 8.01.

Settlement Agreement and PSA Sections Relating to the Administration and Distribution of the Settlement Payment

27. As noted earlier, the Settlement Agreement requires that the Settlement Payment be treated as a Subsequent Recovery (as defined in the PSA) of principal for Group One Mortgage Loans and Group Two Mortgage Loans, respectively. The Settlement Agreement further provides that the Group One Settlement Payment and the Group Two Settlement Payment are to be allocated and distributed to the holders of the relevant Classes of Certificates *pro rata* based on their respective Certificate Principal Balances pursuant to Section 4.04(d)(iii)(A) and (B) of the PSA. Exhibit 9, Settlement Agreement, § 5(a)-(b).

28. Section 4.04(d)(iii)(A) governs the distribution of principal to Class A-1 Certificates and states that the “Group One Principal Distribution Amount,” which includes Subsequent Recoveries received on account of Group One Mortgage Loans, is to be allocated to Class R, Class A-1A, Class A-1B, Class A-1C, and Class A-1D Certificates sequentially, provided that “on and after the Distribution Date on which the aggregate Certificate Principal Balance of the Class M, Class B and Class C Certificates has been reduced to zero, any principal distributions allocated to the Class A-1A, Class A-1B, Class A-1C and Class A-1D Certificates are required to be allocated *pro rata*, among such classes, based on their respective Certificate Principal balances, until their Certificate Principal Balances have been reduced to zero.” Exhibit 1, PSA, § 4.04(d)(iii)(A). Stated differently, the allocation method switches from sequential to *pro rata*

Although no Event of Default exists under the terms of the PSA, in order to avoid disputes about whether or not an Event of Default has occurred and remains uncured, the Expert evaluated the Settlement Agreement under the “prudent person” standard of care.

“on and after” the Distribution date on which Class M, Class B and Class C Certificates (collectively, the “**Junior Certificates**”) are reduced to zero.

29. The PSA contains a substantially identical provision with respect to the Group Two Principal Distribution Amount, which includes Subsequent Recoveries received on account of Group Two Mortgage Loans. Specifically, section 4.04(d)(iii)(B) of the PSA requires the Group Two Principal Distribution Amount to be distributed to the holders of Class A-2A, A-2B, Class A-2C, and Class A-2D Certificates sequentially, but “on and after the Distribution Date on which the aggregate Certificate Principal Balance of the Class M, Class B and Class C Certificates has been reduced to zero, any principal distributions allocated to the Class A-2A, Class A-2B, Class A-2C and Class A-2D Certificates are required to be allocated *pro rata*, among such classes, based on their respective Certificate Principal balances, until their Certificate Principal Balances have been reduced to zero.” *Id.*, § 4.04(d)(iii)(B).

30. The Certificate Principal Balance of the Junior Certificates is currently zero.⁴ See **Exhibit 13**, Report for Distribution dated December 27, 2021, at p. 1. Therefore, pursuant to Section 4.04(d)(iii)(A)-(B) of the PSA, principal payments with respect to Class A-1 Certificates and Class A-2 Certificates, respectively, are being allocated *pro rata*.⁵ See *id.* Appendix I attached hereto illustrates how the proposed Settlement Payment would have been allocated and distributed to the holders of Class A-1 Certificates and Class A-2 Certificates using the *pro rata*

⁴ The Trustee notes that even though the monthly reports distributed to investors reflect a nominal “balance” for Class C Certificate due to a reporting convention, the Class C Certificate Principal Balance is currently zero.

⁵ As of the date of this Petition, the Certificate Principal Balances of Class A-1A and Class A-2A Certificates has been reduced to zero and, therefore, they are not allocated any payments.

method if it had been received sufficiently in advance of the December 27, 2021, Distribution Date.

31. The PSA provides that the Certificate Principal Balance of the Junior Certificates can be increased or “written up” if the Trust receives Subsequent Recoveries. *See* Exhibit 1, PSA, definition of “Certificate Principal Balance” on p. 16. As Appendix I illustrates, the Trust’s receipt and administration of the Settlement Payment may result in certain Junior Certificates being written up. However, Section 4.04(d)(iii)(A) and (B) does not state that if the Certificate Principal Balance of the Junior Certificates is subsequently written up, then the allocation method must switch from *pro rata* back to sequential. Nor does any other provision in the PSA require a switch back to sequential. Accordingly, if this Court approves the Settlement Agreement, the Trustee is seeking an instruction confirming that the Trustee is authorized to administer, allocate and distribute the Group One Settlement Payment and the Group Two Settlement Payment to the holders of Class A-1 Certificates and Class A-2 Certificates, respectively, *pro rata* based on their respective Certificate Principal Balances in accordance with Section 4.04(d)(iii)(A)-(B) of the PSA and Section 5(b) of the Settlement Agreement.

Request for Relief

WHEREFORE, pursuant to the provisions of Minn. Stat. §§ 501C.0201 *et seq.*, and all other applicable law, the Trustee respectfully requests that this Court:

- a. Take jurisdiction in this matter as a proceeding *in rem* and make and enter herein an order (the “**Order for Hearing**”) designating the time and place when the respective parties-in-interest may be heard upon the matters set forth in this Petition, and directing that notice of the hearing be served in

the manner specified in the accompanying Order for Hearing and as provided by Minn. Stat. § 501C.0203, subd. 1;

b. Undertake to represent all parties in interest who are unascertained or not in being, or who are minors or incapacitated, pursuant to the provisions of Minn. Stat. § 501C.0305;

c. At such designated time and place, conduct a hearing and enter an order:

(i) Granting the relief sought by the Trustee in this Petition and approving the Trustee's evaluation, execution and acceptance of the Settlement Agreement and authorizing and directing the Trustee to (1) enter into and perform its obligations under the Settlement Agreement, and (2) apply and distribute the Settlement Payment as a Subsequent Recovery (as defined in the PSA) of principal in accordance with the terms of the Settlement Agreement and the PSA and further authorizing and instructing that the Group One Settlement Payment and the Group Two Settlement Payment be allocated and distributed to holders of Class A-1 Certificates and Class A-2 Certificates, respectively, *pro rata* based on their respective Certificate Principal Balances pursuant to Section 5(b) of the Settlement Agreement and the last proviso in Section 4.04(d)(iii)(A)-(B) of the PSA as illustrated on Appendix I attached to the Petition;

(ii) Determining that such order and the Settlement Agreement shall be binding on the Trustee, the Trust, all parties involved in the administration of the Trust, and all persons or entities claiming a beneficial or ownership interest in the

Trust including, without limitation, all past, present or future Certificateholders, and their respective successors or assigns, as well as any other parties-in-interest, if any;

(iii) Finding that the actions taken (or not taken) by the Trustee in connection with the proposed settlement including, without limitation, the Trustee's evaluation, acceptance, execution and implementation of the Settlement Agreement, solicitation and notification of Certificateholders, retention of the Expert and consideration of the recommendations and views expressed by the Expert, and seeking approval from this Court, have been, are and will be reasonable and in good faith and comply with all applicable standards of care and duties of the Trustee under, and are fully authorized and protected by, the PSA and applicable law, and shall not subject U.S. Bank, individually or as Trustee, to liability;

(iv) Directing that the Trust and the Trustee shall not be subject to the continuing supervision of the Court for the purposes of Minn. Stat. §§ 501C.0201(c)(2), 501C.0205(b) or General Rule of Practice 417.02; and

(v) Granting such other and further relief as the Court may deem lawful, just and proper.

Dated: February 4, 2022

MASLON LLP

By: /s/Michael C. McCarthy
Michael C. McCarthy (#230406)
James F. Killian (#193914)
Ana Chilingarishvili (#0391057)
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**ATTORNEYS FOR U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE**

ACKNOWLEDGMENT

The undersigned hereby acknowledges that sanctions may be imposed under
Minn. Stat. § 549.211.

MASLON LLP

/s/Michael C. McCarthy _____
Michael C. McCarthy

Appendix I

Information set forth in this Appendix I is for illustration purposes only and is intended to demonstrate the manner in which the Settlement Payment would have been administered and distributed using the *pro rata* method under Section 4.04(d)(iii)(A)-(B) of the PSA had it been received by the Trustee sufficiently in advance of the December 27, 2021 Distribution Date. The actual amounts distributed to the Holders of the relevant Classes of Certificates will differ from the amounts set forth below and will depend on, among other things, the outstanding principal balances of the relevant Classes of Certificates on the Distribution Date on which the Settlement Payment is actually administered and distributed by the Trustee.

Class	CUSIP	Class Principal Balance (prior to the December 27, 2021 distribution)⁶	Settlement Payment⁷	Ending Class Principal Balance
A-1A	59024VAA7	0	0	0
A-1B	59024VAB5	\$7,177,865.77	\$3,075,745.09	\$4,102,120.68
A-1C	59024VAC3	\$88,249,757.68	\$37,815,385.19	\$50,434,372.49
A-1D	59024VAD1	\$14,279,605.18	\$6,118,869.72	\$8,160,735.46
A-2A	59024VAE9	0	0	0
A-2B	59024VAF6	\$40,439,852.63	\$17,216,345.66	\$23,223,506.97
A-2C	59024VAG4	\$107,762,053.87	\$45,877,238.61	\$61,884,815.26
A-2D	59024VAH2	\$41,642,303.53	\$17,728,261.73	\$23,914,041.80
M-1-1	59024VAJ8	0	0	\$8,193,378.42

⁶ As indicated in this table, the Certificate Principal Balance of the Subordinate Certificates (Class M and Class B Certificates) is currently zero. Depending on when the Settlement Payment is actually received, the Trust's receipt of the Settlement Payment could result in a write-up or increase in the Certificate Principal Balance of Class M-1-1, Class M-1-2, Class M-2-1 and Class M-2-2 Certificates, as shown above. *See* definitions of "Applied Realized Loss Amount" and "Certificate Principal Balance" on pp. 14 and 16 of the PSA and Section 4.04(i).

⁷ This table demonstrates that the use of the *pro rata* method under Section 4.04(d)(iii)(A)-(B) of the PSA would result in the Group One Settlement Payment being allocated and distributed to the holders of Class A-1B, Class A-1C and Class A-1D Certificates, and the Group Two Settlement Payment being allocated and distributed to the holders of Class A-2B, Class A-2C and Class A-2D Certificates *pro rata* based on their respective Certificate Principal Balances.

M-1-2	59024VAK5	0	0	\$11,420,189.25
M-2-1	59024VAL3	0	0	\$11,875,000.00
M-2-2	59024VAM1	0	0	\$19,643,846.00
M-3-1	59024VAN9	0	0	0
M-3-2	59024VAP4	0	0	0
M-4-1	59024VAQ2	0	0	0
M-4-2	59024VAR0	0	0	0
M-5	59024VAS8	0	0	0
M-6	59024VAT6	0	0	0
B-1	59024VAU3	0	0	0
B-2	59024VAV1	0	0	0
B-3	59024VAW9	0	0	0

Appendix C

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

**In the matter of the Merrill Lynch First
Franklin Mortgage Loan Trust, Series 2007-3**

Case Type: Other
File No. 62-TR-CV-22-9

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

U.S. Bank National Association, solely in its capacity as trustee (in such capacity, the “**Trustee**”) for the above-captioned trust (the “**Trust**”), having filed the Petition of U.S. Bank National Association, as Trustee, for Instructions in the Administration of Trust Pursuant to Minn. Stat. § 501C.0201 *et seq.* (the “**Petition**”), and the Court having assumed jurisdiction of the proceeding *in rem* under Minn. Stat. §§ 501C.0201 and 501C.0203, Subd. 1, now, upon motion of Maslon LLP, attorneys for the Trustee, hereby directs and orders as follows:

IT IS ORDERED that:

1. A hearing upon the Trustee’s Petition will be held [using remote technology] before the the Ramsey County Courthouse, St. Paul, Minnesota on March 21, **2022** at 1:30 **p.m.**, or as soon thereafter as counsel can be heard.

2. Notice of such hearing shall be given by publishing a copy of this Order one time in a legal newspaper of Ramsey County, Minnesota, at least twenty (20) days before the date of the hearing. Information on how to participate in the remote hearing can be obtained by calling the Court at 651-266-8145.

3. The Trustee is further directed to send copies of this Order and the Petition (exclusive of the exhibits), without duplication, at least fifteen (15) days prior to the hearing date set forth above, to all current registered Certificateholders (as defined in the Petition) in the Trust at the address of such Certificateholders as shown in the Certificate register for the Trust. To the extent that any of the Certificates (as defined in the Petition) are held through the Depository Trust Company or another indirect holding system, the Trustee is directed to send copies of this Order and the Petition (exclusive of the exhibits), without duplication, to the Depository Trust Company or such other indirect holding system consistent with their noticing procedures at least fifteen (15) days prior to the hearing date and such notice shall be sufficient. Upon sending this Order and the Petition (exclusive of the exhibits) to the current registered Certificateholders, the Trustee shall complete a declaration or affidavit of mailing substantially in the form of Exhibit A attached hereto and such declaration or affidavit shall constitute sufficient evidence of mailing so as to comply with the notice requirements of Minn. Stat. § 501C.0203, Subd. 1.

4. Parties in interest may object to the Petition, or any of the relief being sought therein, by filing a memorandum of law setting forth their respective positions regarding the issues presented by the Petition, and serve therewith all counsel then of record in the matter, not later than five (5) calendar days before the hearing date set forth above. All parties in interest who wish to express their views with respect to the relief sought in the Petition and participate in this proceeding must file a notice of appearance and a statement of their respective positions, and serve therewith all counsel then of record in the matter, no later than five (5) calendar days before the hearing date set forth above. Failure to file papers as required by this paragraph and appear at the initial hearing may result in a waiver of a party's right to be heard with respect to the issues addressed in the Petition.

5. The parties in interest are hereby referred to the Petition provided to them and on file in the office of the Court Administrator for a specification of the matters to be considered at said hearing.

Dated: February 9, 2022



Awsumb, Robert (Judge)
Feb 10 2022 3:47 PM

Ramsey County District Court Judge

MASLON LLP
Michael C. McCarthy (#230406)
James F. Killian (#193914)
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ATTORNEYS FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

Appendix D

State of Minnesota
Ramsey County

District Court
Second Judicial District

Court File Number: 62-TR-CV-22-9

Case Type: Trust

Notice of Remote Zoom Hearing

FILE COPY

In the matter of the Merrill Lynch First Franklin Mortgage Loan Trust, Series 2007-3

You are notified this matter is set for a remote hearing. This hearing will not be in person at the courthouse.

<i>Hearing Information</i>
March 21, 2022 Hearing 1:30 PM

The hearing will be held via Zoom and appearance shall be by video and audio unless otherwise directed with Judicial Officer Patrick C. Diamond, Ramsey County District Court.

The Minnesota Judicial Branch uses strict security controls for all remote technology when conducting remote hearings.

You must:

- Notify the court if your address, email, or phone number changes.
- Be fully prepared for the remote hearing. If you have exhibits you want the court to see, you must give them to the court before the hearing. Visit <https://www.mncourts.gov/Remote-Hearings.aspx> for more information and options for joining remote hearings, including how to submit exhibits.
- Contact the court at 651-266-8145 if you do not have access to the internet, or are unable to connect by video and audio.

To join by internet:

1. Type <https://zoomgov.com/join> in your browser's address bar.
2. Enter the **Meeting ID and Meeting Passcode (if asked)**:
Meeting ID: 161 611 8551
Passcode: 560160
3. Update your name by clicking on your profile picture. If you are representing a party, add your role to your name, for example, John Smith, Attorney for Defendant.
4. Click the **Join Audio** icon in the lower left-hand corner of your screen.
5. Click **Share Video**.

To join by telephone (if you are unable to join by internet):

Be sure you know how to mute your phone when you are not speaking and unmute it again to speak.

1. Call Toll-Free: 1-833-568-8864
2. Enter the Meeting ID and Meeting Passcode:
Meeting ID: 161 611 8551
Passcode: 560160

Para obtener más información y conocer las opciones para participar en audiencias remotas, incluido cómo enviar pruebas, visite www.mncourts.gov/Remote-Hearings.

Booqo www.mncourts.gov/Remote-Hearings oo ka eego faahfaahin iyo siyaabaha aad uga qeybgeli karto dacwad-dhageysi ah fogaan-arag, iyo sida aad u soo gudbineyso wixii caddeymo ah.

Dated: February 11, 2022

Michael F. Upton
Ramsey County Court Administrator
15 Kellogg Boulevard West, Room 170
St. Paul MN 55102-1612
651-266-8145

cc: Michael Charles Mccarthy