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 U.S. BANK NATIONAL ASSOCIATION, as  
 11 Trustee for the trusts listed on Exhibit B to the  
 Second Amended Complaint  
 12

13 **UNITED STATES DISTRICT COURT**  
 14 **NORTHERN DISTRICT OF CALIFORNIA**

15 THE BANK OF NEW YORK MELLON  
 16 (f/k/a The Bank of New York), *et al.*,

17 Plaintiffs,

18 v.

19 CITY OF RICHMOND, CALIFORNIA,  
 20 a municipality, *et al.*,

21 Defendants.

Case No. CV-13-3664-CRB

Hon. Charles R. Breyer

**DECLARATION OF BRIAN D.  
 HERSHMAN IN SUPPORT OF  
 PLAINTIFFS' OPPOSITION TO  
 MOTION TO DISMISS**

Date: November 1, 2013  
 Time: 10:00 a.m.  
 Room: Courtroom 6, 17<sup>th</sup> Floor

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1 I, Brian D. Hershman, declare as follows:

2 1. I am a partner in the Los Angeles office of the law firm Jones Day, counsel for U.S.  
3 Bank National Association as trustee for the trusts listed in Exhibit B to the Second Amended  
4 Complaint in this lawsuit. I am an active member in good standing of the United States District  
5 Court for the Northern District of California. This declaration is made in support of Plaintiffs'  
6 Opposition to Defendants' Motion to Dismiss. I have personal knowledge of the matters set forth in  
7 this declaration, and, if called as a witness, could and would testify competently thereto.

8 2. I am informed and believe that, by letter dated June 28, 2013, Defendant  
9 Mortgage Resolution Partners LLC ("MRP") requested information from the Trustee concerning  
10 the potential acquisition of mortgage loans "by several California cities that are interested in  
11 acquiring mortgage loans from private securitization trusts . . . of which you are or may be the  
12 [trustee/servicer]." (Brackets in original.) A true and correct copy of MRP's letter dated June  
13 28, 2013 is attached hereto as Exhibit A. MRP's letter attached a list of purported trusts  
14 identified by "Deal Name" and "Trust Name" and requested that the Trustee advise MRP "as  
15 soon as possible of the trusts for which you are the party authorized to discuss such loan  
16 acquisitions (whether or not the list shows you as the [trustee/servicer] . . .)." (Brackets in  
17 original.)

18 3. On or about July 24, 2013, the Trustee sent a letter to MRP responding to its June  
19 28 letter. A true and correct copy of the Trustee's letter dated July 24, 2013 is attached hereto as  
20 Exhibit B. The Trustee explained that the attachment to MRP's letter "contains numerous errors  
21 in that many of the 'Deal Names' do not correspond to the 'Trust Names'" and that "it is not  
22 clear whether the Deal Names or the Trust Names control with respect to your requests." The  
23 Trustee requested that MRP "[p]lease provide a corrected version of the attachment for the  
24 Trustee's consideration" and that MRP identify "the specific 'California cities' where the  
25 properties underlying the mortgage loans are located and whether MRP is authorized to speak on  
26 behalf of those communities." The Trustee stated that "[o]nce the Trustee understands which  
27 trusts are at issue, where the properties underlying the loans are located, and the scope of MRP's  
28 authority, the Trustee will be better positioned to analyze and respond to the remaining questions

1 presented in your letter.” The Trustee explained that “[a]lthough trustees generally are not  
2 empowered to unilaterally conduct private sales of trust assets, in order to reach a more definitive  
3 conclusion here, the Trustee would want to consult the governing documents for each of the  
4 trusts holding mortgage loans secured by properties in the relevant California cities that purport  
5 to have retained MRP.” I am informed and believe that MRP never acknowledged or responded  
6 to the Trustee’s letter or its requests for additional information.

7 4. On or about August 1, 2013, the Trustee received a letter (the “Offer Letter”)  
8 dated July 31, 2013 from Defendant City of Richmond (the “City”), through its city manager,  
9 “offer[ing] to acquire all rights” to specifically identified mortgage loans held by the Trusts, and  
10 informing the Trustee that if it did not accept the offer, the City could “proceed with the  
11 acquisition of the Loans through eminent domain.” A true and correct copy of the Offer Letter is  
12 attached hereto as Exhibit C. “Attachment A” to the Offer Letter sets forth a list of loans for  
13 which offers are being made. While the Offer Letter purported to include an “Attachment B,”  
14 stating the price Richmond is offering to acquire each loan, Attachment B was omitted from the  
15 Offer Letter as it was received by the Trustee. Notwithstanding that omission, the Offer Letter  
16 demanded that the Trustee respond to the City’s offer no later than August 13, 2013.

17 5. On or about August 8, 2013, the Trustee sent a letter to the City responding  
18 initially to the Offer Letter, stating that the Offer Letter’s “Attachment A appears to contain  
19 inaccurate and/or incomplete information, which prevents U.S. Bank from responding fully to  
20 the offer.” A true and correct copy of the Trustee’s letter dated August 8, 2013 is attached hereto  
21 as Exhibit D. In that letter, the Trustee explained that “it appears that U.S. Bank is *not* the  
22 trustee with respect to trusts that may hold certain of the Subject Loans identified in Attachment  
23 A, and/or that certain of the loan numbers or Trust names identified therein are inaccurate.” The  
24 Trustee identified six specific examples of loans that it had been unable to verify were held by  
25 any trust for which U.S. Bank is trustee and requested that the City provide any information in its  
26 possession “establishing that U.S. Bank is the proper trustee with respect to any trust holding  
27 these Subject Loans.” The Trustee explained that the Offer Letter “did not contain Attachment  
28 B, and therefore did not contain any information as to the amount or basis of the City’s offer,”

1 and requested “that the City provide a new notice letter which contains the information required  
2 by law, specifically the amount being offered for each of the Subject Loans and a correct  
3 description of the property subject to the offer.” I am informed and believe that the City never  
4 responded to the Trustee’s identification of inaccurate and incomplete information, nor did the  
5 City send a corrected offer letter.

6 6. On or about August 13, 2013, the Trustee sent a second letter in further response  
7 to the Offer Letter. A true and correct copy of the Trustee’s letter dated August 13, 2013 is  
8 attached hereto as Exhibit E.<sup>1</sup> In that letter, the Trustee observed that because the City had not  
9 provided the Trustee with a corrected offer, the Trustee was forced to respond to the Offer Letter  
10 in light of the August 13, 2013 deadline set forth therein. The Trustee explained that it “does not  
11 believe the agreements governing the Trusts holding the Subject Loans permit the Trustee to  
12 undertake the transfer of non-delinquent loans, as contemplated by the [Offer] Letter” and that  
13 “the Trustee believes controlling case law and relevant statutes and regulations further preclude  
14 the Trustee from proceeding with the sale of such loans.” The Trustee also stated its view that  
15 seizing the loans through eminent domain is impermissible for the reasons set forth in the then-  
16 operative complaint filed in this lawsuit.

17 7. After repeated requests, on or about August 15, 2013, the City finally provided  
18 the Trustee with a copy of “Attachment B” to the Offer Letter, stating the price for which  
19 Richmond offered to acquire each loan. A true and correct copy of “Attachment B” as received  
20 by the Trustee is attached hereto as Exhibit F.


21 8. I am informed and believe that the City has not rescinded the offer made in its  
22 Offer Letter and has not withdrawn its threat to take the subject mortgage loans by eminent  
23 domain.

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28 <sup>1</sup> The version of Exhibit E attached hereto omits its two internal attachments, which are  
otherwise submitted herewith as Exhibits C and D.

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I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on October 4, 2013.



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Brian D. Hershman

# Exhibit A

June 28, 2013

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US Bank  
300 Delaware Avenue, Eighth Floor  
Wilmington, Delaware 19801

Dear Sirs/Madams:

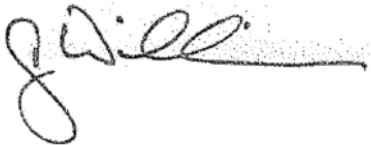
Mortgage Resolution Partners LLC has been retained by several California cities that are interested in acquiring mortgage loans from private securitization trusts (see attached list) of which you are or may be the [trustee/servicer]. The loans would be acquired as part of a public program to modify underwater mortgage loans to reduce principal and avoid foreclosures.

Please advise us as soon as possible of the trusts for which you are the party authorized to discuss such loan acquisitions (whether or not the list shows you as the [trustee/servicer] – the attached list indicates our best understanding of each trust's servicer and trustee relationships, but as you are aware data on such trusts may be incomplete or out of date).

Additionally, prior to initiating negotiations to acquire the mortgage loans, the cities intend to obtain an outside appraisal of their current fair market value. Please advise us if you would like to provide information for the appraisal concerning the terms/status of the loans or other information concerning their fair market value.

Please provide us with a response by July 10, 2013. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Williams", with a long horizontal flourish extending to the right.

Graham Williams,  
Chief Executive Officer

Trustee	BloombergDealName	Trust Name
US Bank	ABSHE 2004-HE10	#N/A
US Bank	ABSHE 2006-HE2	#N/A
US Bank	ABSHE 2006-HE4	#N/A
US Bank	ABSHE 2006-HE6	#N/A
US Bank	ABSHE 2006-HE7	#N/A
US Bank	AHM 2005-4	#N/A
US Bank	ARMT 2005-3	Ameriquest Mortgage Securities Inc. 2006-R2
US Bank	ARMT 2005-9	Ameriquest Mortgage Securities Inc. 2006-R2
US Bank	ARMT 2007-1	Ameriquest Mortgage Securities Inc. 2006-R2
US Bank	BAFC 2006-5	Argent Securities Trust 2006-W5
US Bank	BAFC 2006-7	Argent Securities Trust 2006-W5
US Bank	BAFC 2006-D	Argent Securities Trust 2006-W5
US Bank	BAFC 2006-G	Argent Securities Trust 2006-W5
US Bank	BAFC 2006-H	Argent Securities Trust 2006-W5
US Bank	BAFC 2006-I	Argent Securities Trust 2006-W5
US Bank	BAFC 2007-4	Argent Securities Trust 2006-W5
US Bank	BAFC 2007-C	Argent Securities Trust 2006-W5
US Bank	BAVV 2006-C	Argent Securities Trust 2006-W5
US Bank	BAVV 2006-D	Argent Securities Trust 2006-W5
US Bank	BAVV 2007-B	Argent Securities Trust 2006-W5
US Bank	BNCMT 2006-2	Barclays Capital Inc., BCAP LLC Trust 2007-AB1
US Bank	BNCMT 2007-1	Barclays Capital Inc., BCAP LLC Trust 2007-AB1
US Bank	BNCMT 2007-2	Barclays Capital Inc., BCAP LLC Trust 2007-AB1
US Bank	BSABS 2004-AC3	Barclays Capital Inc., BCAP LLC Trust 2007-AB1
US Bank	BSABS 2005-AC2	Barclays Capital Inc., BCAP LLC Trust 2007-AB1
US Bank	BSABS 2006-AC1	Barclays Capital Inc., BCAP LLC Trust 2007-AB1
US Bank	BSABS 2006-1M1	Barclays Capital Inc., BCAP LLC Trust 2007-AB1
US Bank	BSARM 2004-12	Barclays Capital Inc., BCAP LLC Trust 2007-AB1
US Bank	BSARM 2005-5	Barclays Capital Inc., BCAP LLC Trust 2007-AB1



US Bank	CCMFC 2006-2A	Carrington Mortgage Loan Trust 2005--NC5
US Bank	CHASE 2006-A1	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2006-A4	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2006-A5	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2006-A7	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2007-A1	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2007-A2	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2007-A3	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2007-A4	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2007-A5	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2007-A6	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2007-A7	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMALT 2007-A8	CDC Mortgage Capital Trust 2003-HE3
US Bank	CMLT 2005-10	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2006-AR1	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2006-AR3	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2006-AR6	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2006-AR7	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2006-HE2	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2006-NC1	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2006-WF1	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2006-WF2	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2006-WFH2	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2006-WFH4	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2007-10	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2007-6	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2007-AMC1	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2007-AMC2	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2007-AMC3	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2007-AMC4	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLT 2007-AR5	Citigroup Mortgage Loan Trust 2003-HE2

US Bank	CMLTI 2007-AR8	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMLTI 2007-OPX1	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMSI 2006-2	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CMSI 2006-7	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CRMSI 2006-1	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CRMSI 2006-2	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CRMSI 2007-2	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSAB 2006-4	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSFB 2004-AR7	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSFB 2005-12	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSFB 2005-4	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSFB 2005-6	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSFB 2005-7	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSFB 2005-9	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSMC 2006-1	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSMC 2006-2	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSMC 2006-7	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSMC 2006-8	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSMC 2007-1	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	CSMC 2007-4	Citigroup Mortgage Loan Trust 2003-HE2
US Bank	DBALT 2007-2	Deutsche Alt-A Securities Mortgage Loan Trust 2007-1
US Bank	FFML 2005-FF3	Friedman, Billings, Ramsey 2005-4
US Bank	FFML 2005-FF9	Friedman, Billings, Ramsey 2005-4
US Bank	FFML 2006-FF12	Friedman, Billings, Ramsey 2005-4
US Bank	FFML 2006-FF14	Friedman, Billings, Ramsey 2005-4
US Bank	FFML 2006-FF2	Friedman, Billings, Ramsey 2005-4
US Bank	GPMF 2006-AR5	First NLC Trust 2007-1
US Bank	GPMF 2006-AR6	First NLC Trust 2007-1
US Bank	GPMF 2006-AR7	First NLC Trust 2007-1
US Bank	GPMF 2006-AR8	First NLC Trust 2007-1
US Bank	GPMF 2007-AR1	First NLC Trust 2007-1

US Bank	GPMF 2007-AR2	First NLC Trust 2007-1
US Bank	GPMF 2007-AR3	First NLC Trust 2007-1
US Bank	GSAA 2006-1	GSAA Trust 2005-9
US Bank	GSAA 2006-12	GSAA Trust 2005-9
US Bank	GSAA 2006-19	GSAA Trust 2005-9
US Bank	GSAA 2006-20	GSAA Trust 2005-9
US Bank	GSAA 2006-5	GSAA Trust 2005-9
US Bank	GSAA 2006-6	GSAA Trust 2005-9
US Bank	GSAMP 2006-HE2	GSAA Trust 2005-9
US Bank	GSR 2004-12	GSMPS 2005-RP1
US Bank	GSR 2005-AR6	GSMPS 2005-RP1
US Bank	GSR 2006-2F	GSMPS 2005-RP1
US Bank	GSR 2006-3F	GSMPS 2005-RP1
US Bank	GSR 2006-8F	GSMPS 2005-RP1
US Bank	GSR 2006-AR1	GSMPS 2005-RP1
US Bank	GSR 2007-1F	GSMPS 2005-RP1
US Bank	GSR 2007-3F	GSMPS 2005-RP1
US Bank	GSR 2007-4F	GSMPS 2005-RP1
US Bank	GSR 2007-5F	GSMPS 2005-RP1
US Bank	HEAT 2005-6	CS First Boston Home Equity Asset Trust 2005-6
US Bank	HEAT 2005-8	CS First Boston Home Equity Asset Trust 2005-8
US Bank	HEAT 2006-6	CS First Boston Home Equity Asset Trust 2006-6
US Bank	HEAT 2006-8	CS First Boston Home Equity Asset Trust 2006-8
US Bank	HEAT 2007-2	CS First Boston Home Equity Asset Trust 2007-2
US Bank	HVMLT 2005-12	HarborView Mortgage Loan Trust 2005-12
US Bank	HVMLT 2005-2	HarborView Mortgage Loan Trust 2005-2
US Bank	HVMLT 2005-3	HarborView Mortgage Loan Trust 2005-3
US Bank	HVMLT 2005-8	HarborView Mortgage Loan Trust 2005-8
US Bank	HVMLT 2006-4	HarborView Mortgage Loan Trust 2006-4
US Bank	JPALT 2006-A4	J.P. Morgan Alternative Loan Trust 2006-A4
US Bank	JPALT 2006-S1	J.P. Morgan Alternative Loan Trust 2006-S1

US Bank	JPALT 2007-A2	J.P. Morgan Alternative Loan Trust 2007-A2
US Bank	JPMAC 2005-FLD1	J.P. Morgan Mortgage Acquisition Corp. 2005-FLD1
US Bank	JPMAC 2005-OPT1	J.P. Morgan Mortgage Acquisition Corp. 2005-OPT1
US Bank	JPMAC 2005-OPT2	J.P. Morgan Mortgage Acquisition Corp. 2005-OPT2
US Bank	JPMAC 2005-WM/C1	J.P. Morgan Mortgage Acquisition Corp. 2005-WM/C1
US Bank	JPMAC 2006-CH2	J.P. Morgan Mortgage Acquisition Corp. 2006-CH2
US Bank	JPMAC 2006-CW1	J.P. Morgan Mortgage Acquisition Corp. 2006-CW1
US Bank	JPMAC 2006-CW2	J.P. Morgan Mortgage Acquisition Corp. 2006-CW2
US Bank	JPMAC 2006-NC1	J.P. Morgan Mortgage Acquisition Corp. 2006-NC1
US Bank	JPMAC 2006-NC2	J.P. Morgan Mortgage Acquisition Corp. 2006-NC2
US Bank	JPMAC 2006-WF1	J.P. Morgan Mortgage Acquisition Corp. 2006-WF1
US Bank	JPMAC 2006-WM/C1	J.P. Morgan Mortgage Acquisition Corp. 2006-WM/C1
US Bank	JPMAC 2006-WM/C4	J.P. Morgan Mortgage Acquisition Corp. 2006-WM/C4
US Bank	JPMMT 2006-S1	J.P. Morgan Mortgage Trust 2006-S1
US Bank	JPMMT 2007-A4	J.P. Morgan Mortgage Trust 2007-A4
US Bank	JPMMT 2007-S1	J.P. Morgan Mortgage Trust 2007-S1
US Bank	JPMMT 2007-S3	J.P. Morgan Mortgage Trust 2007-S3
US Bank	LBSBC 2007-3A	Lehman Brothers Small Balance Commercial 2007-3
US Bank	LMT 2005-2	Lehman Mortgage Trust 2005-2
US Bank	LMT 2007-10	Lehman Mortgage Trust 2007-10
US Bank	LMT 2007-8	Lehman Mortgage Trust 2007-8
US Bank	LUM 2005-1	Luminent Mortgage Loan Trust 2005-1
US Bank	LXS 2005-5N	Lehman XS Trust 2005-5N
US Bank	LXS 2005-7N	Lehman XS Trust 2005-7N
US Bank	LXS 2005-9N	Lehman XS Trust 2005-9N
US Bank	LXS 2006-10N	Lehman XS Trust 2006-10N
US Bank	LXS 2006-12N	Lehman XS Trust 2006-12N
US Bank	LXS 2006-16N	Lehman XS Trust 2006-16N
US Bank	LXS 2006-18N	Lehman XS Trust 2006-18N
US Bank	LXS 2006-2N	Lehman XS Trust 2006-2N
US Bank	LXS 2006-4N	Lehman XS Trust 2006-4N

US Bank	LXS 2006-GP1	Lehman XS Trust 2006-GP1
US Bank	LXS 2006-GP3	Lehman XS Trust 2006-GP3
US Bank	LXS 2006-GP4	Lehman XS Trust 2006-GP4
US Bank	LXS 2007-12N	Lehman XS Trust 2007-12N
US Bank	LXS 2007-15N	Lehman XS Trust 2007-15N
US Bank	LXS 2007-16N	Lehman XS Trust 2007-16N
US Bank	LXS 2007-17H	Lehman XS Trust 2007-17H
US Bank	LXS 2007-18N	Lehman XS Trust 2007-18N
US Bank	LXS 2007-20N	Lehman XS Trust 2007-20N
US Bank	LXS 2007-2N	Lehman XS Trust 2007-2N
US Bank	LXS 2007-4N	Lehman XS Trust 2007-4N
US Bank	LXS 2007-7N	Lehman XS Trust 2007-7N
US Bank	MABS 2004-WMCC1	MASTR Asset Backed Securitizations Trust 2004-WMCC1
US Bank	MABS 2005-HE1	MASTR Asset Backed Securitizations Trust 2005-HE1
US Bank	MABS 2005-WF1	MASTR Asset Backed Securitizations Trust 2005-WF1
US Bank	MABS 2006-AB1	MASTR Asset Backed Securitizations Trust 2006-AB1
US Bank	MABS 2006-HE1	MASTR Asset Backed Securitizations Trust 2006-HE1
US Bank	MABS 2006-HE2	MASTR Asset Backed Securitizations Trust 2006-HE2
US Bank	MABS 2006-HE4	MASTR Asset Backed Securitizations Trust 2006-HE4
US Bank	MABS 2006-WMCC2	MASTR Asset Backed Securitizations Trust 2006-WMCC2
US Bank	MABS 2006-WMCC3	MASTR Asset Backed Securitizations Trust 2006-WMCC3
US Bank	MALT 2004-11	MASTR Alternative Loan Trust 2004-11
US Bank	MALT 2006-1	MASTR Alternative Loan Trust 2006-1
US Bank	MARM 2006-OA1	MASTR Adjustable Rate Mortgages Trust 2006-OA1
US Bank	MARM 2006-OA2	MASTR Adjustable Rate Mortgages Trust 2006-OA2
US Bank	MARM 2007-1	MASTR Adjustable Rate Mortgages Trust 2007-1
US Bank	MARM 2007-3	MASTR Adjustable Rate Mortgages Trust 2007-3
US Bank	MASTR 2006-3	MASTR Asset Securitization Trust 2006-3
US Bank	PRIME 2007-1	Prime Mortgage Trust 2007-1
US Bank	PRIME 2007-3	Prime Mortgage Trust 2007-3
US Bank	RALI 2006-QA2	Residential Accredit Loans Inc. 2006-QA2

US Bank	RAMP 2005-EFC5	Residential Asset Mortgage Products, Inc. 2005-EFC5
US Bank	RAMP 2005-EFC6	Residential Asset Mortgage Products, Inc. 2005-EFC6
US Bank	RAMP 2005-NC1	Residential Asset Mortgage Products, Inc. 2005-NC1
US Bank	RAMP 2006-NC1	Residential Asset Mortgage Products, Inc. 2006-NC1
US Bank	RAMP 2006-RS6	Residential Asset Mortgage Products, Inc. 2006-RS6
US Bank	RASC 2005-KS10	Residential Asset Securities Corp. 2005-KS10
US Bank	RASC 2005-KS11	Residential Asset Securities Corp. 2005-KS11
US Bank	RASC 2006-KS5	Residential Asset Securities Corp. 2006-KS5
US Bank	RASC 2006-KS9	Residential Asset Securities Corp. 2006-KS9
US Bank	RASC 2007-KS1	Residential Asset Securities Corp. 2007-KS1
US Bank	RASC 2007-KS3	Residential Asset Securities Corp. 2007-KS3
US Bank	RFMSI 2005-S9	Residential Funding Mortgage Securities   2005-S9
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US Bank	RFMSI 2006-S3	Residential Funding Mortgage Securities   2006-S3
US Bank	RFMSI 2006-S9	Residential Funding Mortgage Securities   2006-S9
US Bank	RFMSI 2006-SA1	Residential Funding Mortgage Securities   2006-SA1
US Bank	RFMSI 2007-S7	Residential Funding Mortgage Securities   2007-S7
US Bank	RFMSI 2007-S8	Residential Funding Mortgage Securities   2007-S8
US Bank	RFMSI 2007-SA1	Residential Funding Mortgage Securities   2007-SA1
US Bank	RFMSI 2007-SA2	Residential Funding Mortgage Securities   2007-SA2
US Bank	SABR 2006-NC1	Securitized Asset Backed Receivables LLC Trust 2006-NC1
US Bank	SABR 2006-WM1	Securitized Asset Backed Receivables LLC Trust 2006-WM1
US Bank	SAIL 2005-6	Structured Asset Investment Loan Trust (SAIL) 2005-6
US Bank	SAIL 2005-7	Structured Asset Investment Loan Trust (SAIL) 2005-7
US Bank	SAIL 2005-8	Structured Asset Investment Loan Trust (SAIL) 2005-8
US Bank	SAIL 2005-9	Structured Asset Investment Loan Trust (SAIL) 2005-9
US Bank	SAIL 2005-HE1	Structured Asset Investment Loan Trust (SAIL) 2005-HE1
US Bank	SAIL 2006-2	Structured Asset Investment Loan Trust (SAIL) 2006-2
US Bank	SAIL 2006-3	Structured Asset Investment Loan Trust (SAIL) 2006-3
US Bank	SAIL 2006-4	Structured Asset Investment Loan Trust (SAIL) 2006-4

US Bank	SAIL 2006-BNCL1	Structured Asset Investment Loan Trust (SAIL) 2006-BNCL1
US Bank	SAIL 2006-BNC3	Structured Asset Investment Loan Trust (SAIL) 2006-BNC3
US Bank	SARM 2005-19XS	Structured Adjustable Rate Mortgage Loan Trust 2005-19XS
US Bank	SARM 2005-22	Structured Adjustable Rate Mortgage Loan Trust 2005-22
US Bank	SARM 2005-23	Structured Adjustable Rate Mortgage Loan Trust 2005-23
US Bank	SARM 2006-1	Structured Adjustable Rate Mortgage Loan Trust 2006-1
US Bank	SARM 2006-2	Structured Adjustable Rate Mortgage Loan Trust 2006-2
US Bank	SARM 2006-3	Structured Adjustable Rate Mortgage Loan Trust 2006-3
US Bank	SARM 2006-4	Structured Adjustable Rate Mortgage Loan Trust 2006-4
US Bank	SARM 2006-6	Structured Adjustable Rate Mortgage Loan Trust 2006-6
US Bank	SARM 2007-8	Structured Adjustable Rate Mortgage Loan Trust 2007-8
US Bank	SASC 2005-WF4	Structured Asset Securities Corp. 2005-WF4
US Bank	SASC 2006-BC2	Structured Asset Securities Corp. 2006-BC2
US Bank	SASC 2006-BC3	Structured Asset Securities Corp. 2006-BC3
US Bank	SASC 2006-BC4	Structured Asset Securities Corp. 2006-BC4
US Bank	SASC 2006-BC5	Structured Asset Securities Corp. 2006-BC5
US Bank	SASC 2006-BC6	Structured Asset Securities Corp. 2006-BC6
US Bank	SASC 2006-NC1	Structured Asset Securities Corp. 2006-NC1
US Bank	SASC 2006-W1A	Structured Asset Securities Corp. 2006-W1
US Bank	SASC 2006-WF1	Structured Asset Securities Corp. 2006-WF1
US Bank	SASC 2006-WF3	Structured Asset Securities Corp. 2006-WF3
US Bank	SASC 2007-BC3	Structured Asset Securities Corp. 2007-BC3
US Bank	SASC 2007-BC4	Structured Asset Securities Corp. 2004-2
US Bank	SASC 2007-WF2	Structured Asset Securities Corp. 2004-2
US Bank	STARMI 2007-3	Structured Asset Securities Corp. 2004-2
US Bank	TMTS 2005-14HE	Structured Asset Securities Corp. 2004-2
US Bank	WANMMS 2003-AR1	Structured Asset Securities Corp. 2004-2
US Bank	WFMBS 2006-2	Ryland Mortgage Securities Corp. 1992-4
US Bank	WFMBS 2006-AR2	Ryland Mortgage Securities Corp. 1992-4
US Bank	WFMBS 2006-AR5	Ryland Mortgage Securities Corp. 1992-4
US Bank	HVMLT 2006-6	HarborView Mortgage Loan Trust 2006-4

US Bank	IMJA 2007-A2	HarborView Mortgage Loan Trust 2006-4
US Bank	IMJA 2007-A4	HarborView Mortgage Loan Trust 2006-4
US Bank	IMSC 2007-HQA1	HarborView Mortgage Loan Trust 2006-4
US Bank	INDA 2007-AR6	HarborView Mortgage Loan Trust 2006-4
US Bank	INDX 2005-AR1	HarborView Mortgage Loan Trust 2006-4
US Bank	JPMAC 2006-RM1	J.P. Morgan Mortgage Acquisition Corp. 2006-NC2
US Bank	JPMMT 2007-A1	J.P. Morgan Mortgage Trust 2006-S4
US Bank	LBMLT 2006-5	J.P. Morgan Mortgage Trust 2007-S3
US Bank	LBMLT 2006-6	J.P. Morgan Mortgage Trust 2007-S3
US Bank	LBSBC 2005-2A	J.P. Morgan Mortgage Trust 2007-S3
US Bank	LXS 2006-1	Lehman XS Trust 2005-9N
US Bank	LXS 2007-9	Lehman XS Trust 2007-7N
US Bank	MANA 2007-AF1	MASTR Alternative Loan Trust 2007-HF1
US Bank	MARM 2007-HF1	MASTR Adjustable Rate Mortgages Trust 2007-3
US Bank	MASTR 2005-1	MASTR Adjustable Rate Mortgages Trust 2007-HF2
US Bank	MHL 2007-2	MASTR Asset Securitization Trust 2007-1
US Bank	MLCC 2006-3	MASTR Asset Securitization Trust 2007-1
US Bank	MLCC 2007-1	MASTR Asset Securitization Trust 2007-1
US Bank	MLMI 2005-A2	MASTR Asset Securitization Trust 2007-1
US Bank	MLMI 2005-A5	MASTR Asset Securitization Trust 2007-1
US Bank	MLMI 2005-AR1	MASTR Asset Securitization Trust 2007-1
US Bank	MLMI 2005-FM1	MASTR Asset Securitization Trust 2007-1
US Bank	MSAC 2003-NC10	MASTR Asset Securitization Trust 2007-1
US Bank	MSAC 2006-NC3	MASTR Asset Securitization Trust 2007-1
US Bank	MSHEL 2006-1	MASTR Asset Securitization Trust 2007-1
US Bank	MSM 2006-1AR	MASTR Asset Securitization Trust 2007-1
US Bank	MSM 2006-9AR	MASTR Asset Securitization Trust 2007-1
US Bank	NAA 2005-AR4	MASTR Asset Securitization Trust 2007-1
US Bank	NAA 2006-AR2	MASTR Asset Securitization Trust 2007-1
US Bank	NATCM 2008-1	MASTR Asset Securitization Trust 2007-1
US Bank	NCMLT 2005-1	New Century Alternative Mortgage Loan Trust 2006-ALT2



US Bank	NHEL 2007-1	New Century Alternative Mortgage Loan Trust 2006-ALT2
US Bank	NHEL1 2006-AF1	New Century Alternative Mortgage Loan Trust 2006-ALT2
US Bank	OOMLT 2005-2	New York Mortgage Trust 2006-1
US Bank	OOMLT 2006-1	New York Mortgage Trust 2006-1
US Bank	OWNIT 2005-5	New York Mortgage Trust 2006-1
US Bank	PHHMC 2006-2	New York Mortgage Trust 2006-1
US Bank	POPLR 2006-B	New York Mortgage Trust 2006-1
US Bank	RAAC 2007-SP3	Residential Asset Mortgage Products, Inc. 2006-SP4
US Bank	RALI 2003-QS15	Residential Asset Mortgage Products, Inc. 2006-SP4
US Bank	RALI 2004-QA6	Residential Asset Mortgage Products, Inc. 2006-SP4
US Bank	RALI 2005-QS17	Residential Asset Mortgage Products, Inc. 2006-SP4
US Bank	RAMC 2006-3	Residential Accredit Loans Inc. 2006-QS2
US Bank	RAMC 2006-4	Residential Accredit Loans Inc. 2006-QS2
US Bank	RAMP 2005-RS8	Residential Asset Mortgage Products, Inc. 2005-NC1
US Bank	RAMP 2006-RS2	Residential Asset Mortgage Products, Inc. 2006-NC3
US Bank	RASC 2003-KS4	Residential Asset Mortgage Products, Inc. 2006-RZ5
US Bank	RASC 2005-KS3	Residential Asset Securities Corp. 2005-KS12
US Bank	RAST 2006-A9CB	Residential Asset Securities Corp. 2007-KS3
US Bank	RESIF 2003-D	RBSGC Mortgage Loan Trust 2005-A
US Bank	RESIF 2006-C	RBSGC Mortgage Loan Trust 2005-A
US Bank	RESIF 2007-A	RBSGC Mortgage Loan Trust 2005-A
US Bank	RESIF 2007-B	RBSGC Mortgage Loan Trust 2005-A
US Bank	RFMSI 2005-S5	RBSGC Mortgage Loan Trust 2005-A
US Bank	RFMSI 2005-SA2	Residential Funding Mortgage Securities I 2005-SA1
US Bank	RFMSI 2006-S7	Residential Funding Mortgage Securities I 2006-S6
US Bank	RFMSI 2006-S8	Residential Funding Mortgage Securities I 2006-S6
US Bank	RFMSI 2006-SA2	Residential Funding Mortgage Securities I 2006-SA1
US Bank	RSMLT 2007-1A	Residential Funding Mortgage Securities I 2007-SA4
US Bank	SARM 2004-16	Structured Asset Investment Loan Trust (SAIL) 2006-BNC3
US Bank	SARM 2004-9XS	Structured Asset Investment Loan Trust (SAIL) 2006-BNC3
US Bank	SARM 2005-11	Structured Asset Investment Loan Trust (SAIL) 2006-BNC3

US Bank	SARM 2005-12	Structured Asset Investment Loan Trust (SAIL) 2006-BNC3
US Bank	SARM 2005-9	Structured Adjustable Rate Mortgage Loan Trust 2005-23
US Bank	SARM 2006-12	Structured Adjustable Rate Mortgage Loan Trust 2006-11
US Bank	SARM 2006-8	Structured Adjustable Rate Mortgage Loan Trust 2006-6
US Bank	SASC 2003-15A	Structured Adjustable Rate Mortgage Loan Trust 2007-8
US Bank	SASC 2005-16	Structured Asset Securities Corp. 2004-GEL1
US Bank	SASC 2005-3	Structured Asset Securities Corp. 2004-GEL1
US Bank	SASC 2005-WF1	Structured Asset Securities Corp. 2005-RMS1
US Bank	SASC 2006-EQ1A	Structured Asset Securities Corp. 2006-BC6

# Exhibit B

# JONES DAY

100 HIGH STREET • BOSTON, MASSACHUSETTS 02110.1781  
TELEPHONE: +1.617.960.3939 • FACSIMILE: +1.617.449.6999

Direct Number: (617) 449-6923  
mmartel@jonesday.com

July 24, 2013

## **BY E-MAIL AND FIRST CLASS MAIL**

Graham Williams  
Chief Executive Officer  
Mortgage Resolution Partners LLC  
423 Washington Street, Suite 200  
San Francisco, California 94111

Re: PROPOSED USE BY CALIFORNIA CITIES OF EMINENT DOMAIN  
TO SEIZE PERFORMING RESIDENTIAL MORTGAGE LOANS

Dear Mr. Williams:

Jones Day represents U.S. Bank National Association, in its capacity as trustee (“U.S. Bank” or the “Trustee”) of certain residential mortgage-backed securities trusts. The Trustee has received Mortgage Resolution Partners LLC’s (“MRP”) letter of June 28, 2013.<sup>1</sup> In its letter, MRP represents that it “has been retained by several California cities that are interested in acquiring mortgage loans from private securitization trusts,” including certain trusts for which U.S. Bank purportedly is the Trustee. Those trusts are referenced in an attachment to MRP’s letter. The letter also asks whether the Trustee is authorized to discuss such mortgage loan sales on behalf of the trusts and, if so, whether the Trustee will provide information to help MRP in appraising the loans’ values.

As an initial matter, the Trustee notes that the attachment to your letter contains numerous errors in that many of the “Deal Names” do not correspond to the “Trust Names.” Thus, it is not clear whether the Deal Names or the Trust Names control with respect to your requests. Please provide a corrected version of the attachment for the Trustee’s consideration. The Trustee also notes that the letter fails to name the specific “California cities” where the properties underlying the mortgage loans are located and whether MRP is authorized to speak on behalf of those communities. Please provide this information and evidence of such authority as well.

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<sup>1</sup> U.S. Bank National Association responds not as a servicer but instead in its capacity as a trustee.

Mr. Graham Williams  
July 24, 2013  
Page 2

Once the Trustee understands which trusts are at issue, where the properties underlying the loans are located, and the scope of MRP's authority, the Trustee will be better positioned to analyze and respond to the remaining questions presented in your letter. Although trustees generally are not empowered to unilaterally conduct private sales of trust assets, in order to reach a more definitive conclusion here, the Trustee would want to consult the governing documents for each of the trusts holding mortgage loans secured by properties in the relevant California cities that purport to have retained MRP. It is important to note that the governing trust documents typically provide that the servicers of the mortgage loans are the parties authorized to address all loan and property-related issues; ultimately, MRP may be required to work with the applicable servicers.

The Trustee fully reserves its rights as to any and all matters raised in your letter, and this initial response by the Trustee should not be construed as a waiver of any rights or an admission that the Trustee has the obligation or is otherwise entitled to undertake the acts or provide the information MRP's letter requests.

We look forward to reviewing the additional information mentioned above.

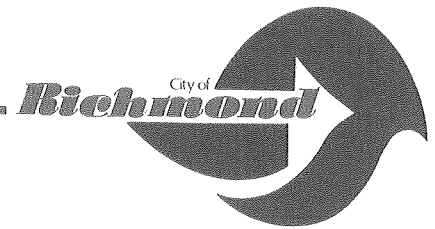
Sincerely,



Matthew A. Martel

cc: Timothy Pillar, U.S. Bank Corporate Trust

# Exhibit C



July 31, 2013

General Counsel  
US Bank  
One Federal Street, Third Floor  
Boston, MA 02110

Dear Sir or Madam:

This letter is being forwarded to you as the Trustee of the mortgage loans in the private securitization trust(s) listed in Attachment A. The City of Richmond ("City"), has been investigating the acquisition of mortgage loans from the trust(s) as part of a public program to modify underwater mortgage loans to reduce principal and avoid foreclosures. The City is experiencing an historic home mortgage crisis that is harming the community in many ways, including: unprecedented rates of default and foreclosure; the loss of jobs, homeowner equity, family wealth and shelter; reductions in income, consumer demand, investment, property values, and tax revenues; and an increase in vandalism, abandoned homes and other decay that harm the economy and the quality of life for residents.

By way of this letter, the City hereby offers to acquire all rights to the mortgage loans listed in Attachment A (the "Loans"). If you do not believe that you are the correct party to consider this offer, please notify me immediately of the party that you believe is the correct party to consider this offer.

The City had the Loans appraised on June 30, 2013 to determine their fair market value. Mortgage Industry Advisory Corporation conducted the appraisal.

Based on the appraisal, the City hereby offers to purchase the Loans (free and clear of any encumbrances to title or other interests that the City, in its discretion, deems unacceptable) for the fair market value determined by the appraisal, which is set out in Attachment B (the "Purchase Price"). The Purchase Price is the full amount believed by the City to be just compensation for the Loans and is not less than the appraisal of the fair market value of the Loans.

The basis for this offer is set forth in Attachment B, which summarizes the basis for the appraisal and is made a part of this offer by reference. The Purchase Price amount is for all owners of any interest in the Loans, and division of this amount among parties that have an interest in the Loans will be your responsibility.

This offer is subject to the approval of the City's City Council, including final conditions that the City Council requires as part of its program.

If you certify that you are the owner of the Loans with the authority to convey them to the City, and wish to obtain your own independent appraisal of the Loans, the City may be willing to provide reasonable reimbursement. Please contact me if you are interested in discussing this issue.

If the offer price is acceptable to you, please so indicate to the undersigned, in writing. This matter will then be presented to the City Council, which has final ratification authority. Upon City Council approval, the City will prepare and forward to you a proposed agreement to acquire the Loans.

If for any reason you are not satisfied with this offer of just compensation, and have relevant information you would like the City to consider, please contact the undersigned. In addition, you

should be aware that, in the event that negotiations fail to result in agreement, and the City decides to proceed with the acquisition of the Loans through eminent domain, the owner will have the right to have the amount of just compensation to be paid by the City for the Loans fixed by a court of law. Please be advised that, in such event, the terms of this offer and the contents of this letter may be excluded from consideration as an offer of settlement, under California Evidence Code sections 1152, 1154, or other applicable provisions of law.

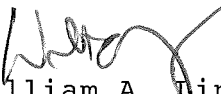
Included with this letter is a pamphlet describing the eminent domain process in California. This pamphlet is provided for informational purposes only and should not be construed as legal advice. Some parts of the pamphlet are addressed to the acquisition of real property and may not be applicable to the present situation.

I hope that this offer meets with your approval and that it can serve as the basis for a quick and mutually beneficial transaction. I look forward to hearing from you after you have had the opportunity to review it. Again, if you are not the correct party with which to negotiate for the acquisition of the Loans, please let me know immediately. In any event, please provide a response no later than August 13, 2013. Thank you for your cooperation.

The mortgage loans listed in Attachment A are a subset of the mortgage loans the City is interested in acquiring. The full list of mortgage loans the City is interested in acquiring at the present time is provided in Attachment C. The City is making offers to acquire groups of loans based on the Trustee/Servicer information available to the City. If you are the party with authority to consider an offer to purchase any of the other mortgage loans listed in Attachment C and have not received a letter from the City offering to purchase the loans, please let me know immediately.

Sincerely,

City of Richmond

by   
William A. Lindsay  
City Manager

Attachments and Enclosure



## EMINENT DOMAIN – Information Pamphlet

### **I. Introduction**

Eminent domain is the power of the government to purchase private property for a "public use" so long as the property owner is paid "just compensation." Whenever possible, the City of Richmond tries to avoid use of the eminent domain power, exercising it only when it is necessary for a public project. The decision to acquire private property for a public project is made by the City of Richmond only after a thorough review of the project, which often includes public hearings.

This pamphlet provides general information about the eminent domain process and the rights of the property owner in that process.<sup>1</sup>

- **What is a "public use"?**

A "public use" is a use that confers public benefits, like the provision of public services or the promotion of public health, safety, and welfare. Public uses include a wide variety of projects such as street improvements, construction of water pipelines or storage facilities, construction of civic buildings, redevelopment of blighted areas, and levee improvements to increase flood protection. Some public uses are for private entities, such as universities, hospitals and public utilities, which serve the public.

- **What is "just compensation"?**

Just compensation is the **fair market value** of the property being acquired by the government. The state law definition of fair market value is "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

### **II. The Eminent Domain Process and the Property Owner's Rights**

The eminent domain process begins with a public use project. When selecting a project location, the goal is to render the greatest public good and the least private

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<sup>1</sup> This pamphlet reflects the current law as of January 1, 2008. However, the information in this pamphlet is not, nor should it be construed as, legal advice. Additionally, some sections of this pamphlet are applicable only to the acquisition of real property and may not be applicable in other situations. You should consult with qualified legal counsel regarding your specific situation rather than relying on this pamphlet as legal advice. The statements in this pamphlet are a general summary of the eminent domain process and are not binding on the City of Richmond.

injury or inconvenience. If it is determined that all or a portion of your property may be necessary for a public use project, the City of Richmond will begin the appraisal process to determine the property's fair market value.

- **How is the fair market value of my property determined?**

The City of Richmond will retain an appraiser to appraise your property. In the case of real property, the appraiser will invite you to accompany him or her during an inspection of your property. You may give the appraiser any information about improvements and any special features that you believe may affect the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property meet with the appraiser instead.

After the inspection, the appraiser will complete an appraisal that will include the appraiser's determination of your property's fair market value and the information upon which the fair market value is based. The appraiser will provide the City of Richmond with the appraisal. The City of Richmond will then make a written offer to purchase the property. The offer will also include a summary of the appraisal. The offer will be for no less than the amount of the appraisal.

- **What factors does the appraiser consider in determining fair market value?**

Each parcel of real property is different and, therefore, no single formula can be used to appraise all properties. Among the factors an appraiser typically considers in estimating fair market value are:

- The location of the property;
- The age and condition of improvements on the property;
- How the property has been used;
- Whether there are any lease agreements relating to the property;
- Whether there are any environmental issues, such as contaminated soil;
- Applicable current and potential future zoning and land use requirements;
- How the property compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation; and
- How much rental income the property produces, or could produce if put to its highest and best use.

If the property to be appraised is not real property, the appraiser would consider factors commonly considered in determining the market value of that type of property.

- **Will I receive a copy of the appraisal?**

The City of Richmond will provide you with its purchase offer, a summary of the appraiser's opinion, and the basis for the City of Richmond's offer. Among other things, the offer letter will include:

- A general statement of the City of Richmond's proposed use for the property;
- An accurate description of the property to be acquired;
- A list of the improvements covered by the offer;
- The amount of the offer; and
- The amount considered to be just compensation for each improvement which is owned by a tenant and the basis for determining that amount.

However, the City of Richmond is only required to show you a copy of the full appraisal if your property is an owner-occupied residential property with four or fewer residential units. Otherwise, the City of Richmond may, but is not required, to disclose its full appraisal during negotiations (though different disclosure requirements apply during the litigation process if the issue of fair market value goes to court).

• **Can I have my own appraisal done?**

Yes. You may decide to obtain your own appraisal of the property in negotiating the fair market value with the City of Richmond. For real property, at the time of making its initial offer to you, the City of Richmond will offer to reimburse you the reasonable costs, not to exceed \$5,000, of an independent appraisal of your property. To be eligible for reimbursement, the independent appraisal must be conducted by an appraiser licensed by the State Office of Real Estate Appraisers.

• **What advantages are there in selling my property to the City of Richmond?**

A real estate transaction with the City of Richmond is typically handled in the same way as the sale of private property. However, there may be a financial advantage to selling to the City of Richmond.

- You will not be required to pay for real estate commissions, title costs, preparation of documents, title policy or recording fees required in closing the sale. The City of Richmond will pay all these costs.
- Although the City of Richmond cannot give you tax advice or direction, you might also be eligible for certain property and income tax advantages. You should check with the Internal Revenue Service (IRS) for details or consult your personal tax advisor.

• **If only a portion of my property is taken, will I be paid for the loss to my remaining property?**

In general, when only a part of your property is needed, every reasonable effort is made to ensure you do not suffer a financial loss to the "remainder" property. The City of Richmond will pay you the fair market value of the property being taken as well as compensation for any loss in value to your remaining property that is not offset by the benefits conferred by the project. The compensation for the loss in value to your remaining property is often referred to as "severance damages."

Also, if any remaining part is of such a size, shape, or condition as to be of little market value, the City of Richmond will offer to acquire that remaining part (or remnant) from you, if you so desire.

- **Will I be compensated for loss of goodwill to my business?**

If you are the owner of a business that is conducted on the property being acquired, you may have a right to compensation for lost business goodwill if the loss is caused by the acquisition of the property. "Goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

- **What will happen to the loan on my property?**

Where the City of Richmond is acquiring the entire property, generally the compensation payable to the owner is first used to satisfy outstanding loans or liens as in a typical real estate transaction. Where less than the entire property is being acquired, whether outstanding loans or liens are paid from the compensation will depend on the particular facts and circumstances.

- **Do I have to sell at the price offered?**

No. If you and the City of Richmond are unable to reach an agreement on a mutually satisfactory price, you are not obligated to sign an offer to sell or enter into a purchase agreement.

- **If I agree to accept the City of Richmond's offer, how soon will I be paid?**

If you reach a voluntary agreement to sell your property or an interest in the property to the City of Richmond, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after a purchase/sale contract is signed by all parties.

- **What happens if we are unable to reach an agreement on the property's fair market value?**

The City of Richmond, to the greatest extent practicable, will make every reasonable effort to acquire your property by negotiated purchase. If, however, the negotiations are unsuccessful, the City of Richmond may either file an eminent domain action in a court located within the same county where your property is located or it may decide to abandon its intention to acquire the property. If the City of Richmond abandons its intention to acquire, it will promptly notify you.

If the City of Richmond proceeds with eminent domain, the first step is for City of Richmond staff to request authority from the City Council to file a condemnation action. The approval from the City Council is called a "Resolution of Necessity." In considering whether condemnation is necessary, the City Council must determine whether the public interest and necessity require the project, whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury, and whether your property is necessary for the project. You will be given notice and an opportunity to appear before the City Council when it considers whether to adopt the Resolution of Necessity. You may want to call an attorney or contact an attorney referral service right away. You or your representatives can raise any objections to the Resolution of Necessity and the condemnation either orally before the City Council or in writing to the City Council.

If the City Council adopts the Resolution of Necessity, the City of Richmond can file a complaint in court to acquire title to the property upon payment of the property's fair market value. The City of Richmond is the plaintiff. Anyone with a legal interest in the property, generally determined from a title report on the property (including tenants or mortgage holders), are named as defendants. Often, the City of Richmond will also deposit the amount the City of Richmond believes is the "probable amount of compensation" with the State Treasurer where the complaint is filed. A deposit must be made if the City of Richmond is seeking to acquire possession of the property before agreement is reached on the fair market value.

• **Can the City of Richmond acquire possession of my property before the property's fair market value is determined in the eminent domain lawsuit?**

In some cases, the City of Richmond may decide it needs possession of the property before the property's fair market value is finally determined. In such a case, the City of Richmond must apply to the court for an "order for possession" to allow it to take possession and control of the property prior to resolution of the property's fair market value. The City of Richmond is required to schedule a hearing with the court on the proposed order for possession and to give you notice of the hearing. Notice must generally be sent at least 90 days before the hearing date if the property is occupied and 60 days before the hearing date if the property is unoccupied. A judge will decide whether the order for possession should be granted. As noted above, the City of Richmond must deposit with the State Treasurer the probable amount of just compensation in order to obtain possession of the property.

- **Can I oppose the motion for an order for possession?**

Yes. You may oppose the motion in writing by serving the City of Richmond and the court with your written opposition within the period of time set forth in the notice from the City of Richmond.

- **Can I rent the property from the City of Richmond?**

If the City of Richmond agrees to allow you or your tenants to remain on the property after the City of Richmond acquires possession, you or the tenants will be required to pay a fair rent to the City of Richmond. Generally, such rent will not be more than that charged as rent for the use of a property similar to yours in a similar area.

- **Can I withdraw the amount deposited with the State Treasurer before the eminent domain action is completed, even if I don't agree that the amount reflects the fair market value of my property?**

Yes. Subject to the rights of any other persons having a property interest (such as a lender, tenant, or co-owner), you may withdraw the amount deposited with the State Treasurer before the eminent domain action is completed. If you withdraw the amount on deposit, you may still seek a higher fair market value during the eminent domain proceedings, but you may not contest the right of the City of Richmond to acquire the property, meaning you cannot contest that the acquisition of your property is for a public purpose or is otherwise improper.

You also have the right to ask the court to require the City of Richmond to increase the amount deposited with the State Treasurer if you believe the amount the City of Richmond has deposited less than the "probable amount of compensation."

- **Can I contest the condemning agency's acquisition of the property?**

Yes. Provided you have not withdrawn the amount deposited, you can challenge in court the City of Richmond's right to acquire or condemn the property.

- **What happens in an eminent domain trial?**

The main purpose of an eminent domain trial is to determine the fair market value of your property, including compensable interests such as lost business goodwill caused by the taking or severance damages. The trial is usually conducted before a judge and jury. You (and any others with interests in the property) and the City of Richmond will have the opportunity to present evidence of value, and the jury will determine the property's fair market value. In cases where the parties choose not to have a jury, the

judge will decide the property's fair market value. Generally, each party to the litigation must disclose its respective appraisals to the other parties prior to trial.

If you challenge the City of Richmond's right to acquire the property, the eminent domain trial will also determine whether or not the City of Richmond has the legal right to acquire the property. In such cases, the judge (not the jury) will make this determination before any evidence is presented concerning the property's fair market value.

At the end of the trial, the judge will enter a judgment requiring the City of Richmond to pay fair market value. Once the City of Richmond pays the amount listed in the judgment, the judge will enter a final order of condemnation. The City of Richmond will record the final order with the County Recorder, and title to the property will then pass to the City of Richmond

- **Am I entitled to interest?**

Anyone receiving compensation in an eminent domain action is generally entitled to interest on that compensation from the date the condemning agency takes possession of the property until the person receiving the compensation has been fully paid. The rate and calculation of the interest is determined under formulas in State law.

- **Will the City of Richmond pay my attorneys' fees and costs.**

In an eminent domain action, you are entitled to be reimbursed by the condemning agency for your court costs such as court filing fees. In some circumstances, you may also be entitled to be reimbursed by the condemning agency for your attorneys' fees in the lawsuit. Whether you will be entitled to receive reimbursement for your attorneys' fees will depend on the particular facts and circumstances of the case and the offers and demand for compensation made in the action.

- **Will I receive assistance with relocation?**

Any person, business, or farm operation displaced as a result of the property acquisition is typically entitled to relocation advisory and financial assistance for eligible relocation expenses, such as moving expenses. The amount of relocation compensation is determined on a case-by-case basis in accordance with prescribed law. Relocation benefits are handled separate and apart from the determination of the property's fair market value and are not part of the eminent domain process.

### **III. Contact Information**

We are available to answer your questions and to assist you in understanding the acquisition program and the eminent domain process. Should you desire further

information, please contact the City of Richmond using the contact information contained in the accompanying offer letter.



Trustee Exhibit A

Trustee	LoanId	Bloomberg Dea IName	LawtanDealName
US Bank	58398637	ABSHE 2004-HE10	Asset Backed Securities Corporation Home Equity Loan Trust 2004-HE10
US Bank	581004988	ABSHF 2006-HE5	Asset Backed Securities Corporation Home Equity Loan Trust 2006-HE5
US Bank	8297242	AHM 2005-2	American Home Mortgage Investment Trust 2005-2
US Bank	958913	AHM 2005-4	American Home Mortgage Investment Trust 2005-4
US Bank	942627	AHM 2005-4	American Home Mortgage Investment Trust 2005-4
US Bank	6392988157	BAFC 2005-G	Banc of America Funding Corporation 2005-G
US Bank	148780679	BAFC 2006-2	Banc of America Funding Corporation 2006-2
US Bank	115905904	BAFC 2006-A	Banc of America Funding Corporation 2006-A
US Bank	122558677	BAFC 2006-D	Banc of America Funding Corporation 2006-D
US Bank	6004475742	BAFC 2006-D	Banc of America Funding Corporation 2006-D
US Bank	149197956	BAFC 2006-G	Banc of America Funding Corporation 2006-G
US Bank	61565271	BAFC 2006-G	Banc of America Funding Corporation 2006-G
US Bank	155450737	BAFC 2006-J	Banc of America Funding Corporation 2006-J
US Bank	6820988043	BAFC 2007-C	Banc of America Funding Corporation 2007-C
US Bank	322560	BAVY 2006-C	Bayview Financial Acquisition Trust 2006-C
US Bank	123559551	BNCMT 2007-1	BNC Mortgage Loan Trust 2007-1
US Bank	12403796	BNCMT 2007-2	BNC Mortgage Loan Trust 2007-2
US Bank	123857534	BNCMT 2007-2	BNC Mortgage Loan Trust 2007-2
US Bank	123881880	BNCMT 2007-2	BNC Mortgage Loan Trust 2007-2
US Bank	123886202	BNCMT 2007-2	BNC Mortgage Loan Trust 2007-2
US Bank	1103523237	BSABS 2006-1M1	Bear Stearns Asset Backed Securities Trust 2006-1M1
US Bank	141687384	BSARM 2005-5	Bear Stearns ARM Trust 2005-5
US Bank	55513872	CCMFC 2005-CA	Chey Chase (CC) Funding 2005-C
US Bank	55601755	CCMFC 2006-2A	Chey Chase (CC) Funding 2006-2
US Bank	8991279342	CMAIT 2007-A1	CitiMortgage Alternative Loan Trust 2007-A1
US Bank	9719965519	CMAIT 2007-A3	CitiMortgage Alternative Loan Trust 2007-A3
US Bank	6729905439	CMAIT 2007-A6	CitiMortgage Alternative Loan Trust 2007-A6
US Bank	781578	CMLTI 2005-8	Citigroup Mortgage Loan Trust 2005-8
US Bank	30018071	CMLTI 2006-AR1	Citigroup Mortgage Loan Trust 2006-AR1
US Bank	30016120	CMLTI 2006-AR1	Citigroup Mortgage Loan Trust 2006-AR1
US Bank	400595906	CMLTI 2006-HE3	Citigroup Mortgage Loan Trust 2006-HE3