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6 Attorneys for Plaintiffs
 7 WILMINGTON TRUST COMPANY and
 WILMINGTON TRUST, NATIONAL
 8 ASSOCIATION, as Trustees for the Trusts
 listed in Exhibit C to the Second Amended Complaint

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 11 **UNITED STATES DISTRICT COURT**
 12 **NORTHERN DISTRICT OF CALIFORNIA**

13 THE BANK OF NEW YORK MELLON (f/k/a
 14 The Bank of New York) and THE BANK OF
 NEW YORK MELLON TRUST COMPANY,
 15 N.A. (f/k/a The Bank of New York Trust
 Company, N.A.) as Trustees; U.S. BANK
 16 NATIONAL ASSOCIATION, as Trustee;
 WILMINGTON TRUST COMPANY and
 17 WILMINGTON TRUST NATIONAL
 ASSOCIATION, as Trustees

18 Plaintiffs,

19 v.

20 CITY OF RICHMOND, CALIFORNIA, a
 21 municipality; RICHMOND CITY COUNCIL;
 MORTGAGE RESOLUTION PARTNERS
 22 L.L.C., a Delaware limited liability company;
 and GORDIAN SWORD LLC, a Delaware
 23 limited liability company

24 Defendants.

Case No.: 13-CV-3664-CRB

**DECLARATION OF JOSEPH L. NARDI
 IN SUPPORT OF PLAINTIFFS'
 OPPOSITION TO MOTION TO
 DISMISS**

Date: November 1, 2013
 Time: 10:00 a.m.
 Room: 6, 17th Floor

1 **DECLARATION OF JOSEPH L. NARDI**

2 I, Joseph L. Nardi, declare as follows:

3 1. I am an Administrative Vice President of Wilmington Trust, National
4 Association, where I currently serve as the Division Manager of the Capital Markets
5 Structured Finance group. In this capacity, I am responsible for managing the corporate trust
6 and agency functions for structured finance-related products. Trusteeships for residential
7 mortgage backed securities fall within the scope of this business line. I have been employed
8 at Wilmington Trust since January of 2011 and in the securitization industry since 1998. I
9 make this declaration in support of Plaintiffs The Bank of New York Mellon (f/k/a The Bank
10 Of New York), The Bank of New York Mellon Trust Company, N.A. (f/k/a The Bank of
11 New York Trust Company, N.A.), U.S. Bank National Association, Wilmington Trust
12 Company, and Wilmington Trust, National Association's opposition to the Defendants'
13 motion to dismiss. I have personal and first-hand knowledge of the facts set forth in this
14 declaration, and could and would competently testify thereto under oath.

15 2. Plaintiffs Wilmington Trust Company and Wilmington Trust, National
16 Association (collectively, "Wilmington Trust"), are the Trustees of certain trusts that were
17 created to hold residential mortgage loans (the "Wilmington trusts," listed in Exhibit A
18 hereto).

19 3. The Wilmington trusts include approximately 12 loans that are secured by
20 property in the City of Richmond and were included in the City of Richmond's Offer Letter
21 (as defined below), as well as thousands of other loans secured by property outside of the
22 City of Richmond and across the country.

23 4. On or about August 1, 2013, Wilmington Trust received a letter from the City
24 Manager's Office of the City of Richmond, dated July 31, 2013, "offering to acquire all
25 rights" to certain mortgage loans, and advising that if Wilmington Trust does not agree to
26 accept the offers, Richmond may "proceed with the acquisition of the Loans through eminent
27 domain." ("Offer Letter"). A copy of the Offer Letter is attached hereto as Exhibit B.

1 Attachment A to the Offer Letter sets forth a list of loans for which offers are being made,
2 and Attachment B to the Offer Letter sets forth the unpaid principal balance of each
3 mortgage loan on Attachment A and the price Richmond is offering to acquire each loan.

4 5. According to the Offer Letter, and the attachments thereto, Richmond made an
5 offer for at least 115 loans which it believed were held by trusts for which Wilmington Trust
6 serves as trustee. However, after reviewing the attachments to the Offer Letter, it is clear
7 that of the loans listed on Attachment A to the Offer Letter, and the remaining loans listed on
8 Attachment C to the Offer Letter, only 12 of the loans (for nine trusts) on the attachments to
9 the Offer Letter are held by trusts for which Wilmington Trust serves as trustee.¹

10 6. On August 13, 2013, Wilmington Trust sent a letter to the City Manager,
11 responding to the Offer Letter. A copy of Wilmington Trust's response to the Offer Letter is
12 attached hereto as Exhibit C. In its letter, Wilmington Trust pointed out that the Offer Letter
13 contained ambiguities and lacked information needed to formulate a fulsome response to the
14 offer. It also stated that "[f]or the foregoing reasons and others, at this time we are unable to
15 respond further to your Letter or to any offer (to the extent one was made) contained
16 therein." Wilmington Trust further stated its position that Richmond's use of eminent
17 domain to acquire loans held by the trusts would be "inappropriate and illegal." To my
18 knowledge, Richmond has not revoked the purported offer that is the subject of the Offer
19 Letter.

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27 ¹ At the time Wilmington Trust prepared its response to the Offer Letter, it was only able to identify
28 three loans as to which it acts as trustee. Wilmington Trust was subsequently able to determine that
it was trustee in respect of a small number of additional loans.

1 I declare under penalty of perjury under the laws of United States that the foregoing is
2 true and correct.

3 Executed on October 4, 2013.

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5 JOSEPH L. NARDI

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Exhibit A

Trusts For Which Wilmington Trust Company is Trustee:

1	SASCO 2005-4XS
2	Morgan Stanley Mortgage Loan Trust 2007-15AR

Trusts For Which Wilmington Trust, National Association is Trustee:

1	SASCO 2005-10
2	Lehman XS 2005-08
3	Lehman XS 2006-17
4	SAMI II 2007-AR5
5	BSALTA 2006-7
6	BSARM 2007-2
7	BSARM 2007-4

Exhibit B



Wilmington Trust
Rodney Square
North 1100 North
Market Street Wilmington,
DE 19890-0001

August 13, 2013

VIA FACSIMILE AND OVERNIGHT COURIER

William A. Lindsay, City Manager
City of Richmond, California
450 Civic Center Plaza
Richmond, CA 94804-1630

Re: Letter from William A. Lindsay dated July 31, 2013

Dear Mr. Lindsay:

Reference is made to your letter (the "Letter") dated July 31, 2013 which is addressed to "Wells Fargo/Wilmington Trust." When used in this letter, Wilmington Trust Company and Wilmington Trust, National Association are collectively referred to as "Wilmington Trust" or "we." To be clear, Wilmington Trust is not a subsidiary or affiliate of Wells Fargo. To the extent you intended the Letter to communicate information to Wells Fargo, please resend the letter to a proper address of Wells Fargo.

We are unable to confirm that many of the loans listed in Attachment A to the Letter are loans owned by trusts for which Wilmington Trust acts as trustee. Based on your letter, it appears that 3 of the 115 loans listed on Attachment A to the Letter may relate to trusts for which we act as trustee. However, we continue to do additional diligence which has led us to believe that the loans you have listed on Attachment A and Attachment C are in fact owned by trusts other than those set forth on Attachment A and Attachment C. Given these significant discrepancies, we will need additional time to determine which of the loans included in the letter are owned by trusts for which we act as trustee.

We would also note that the Letter states that "the basis for the appraisal" is set forth in Attachment B to the Letter. While Attachment B sets forth a chart showing various addresses and dollar amounts, nothing in Attachment B explains the basis for those dollar amounts. To the extent you have any basis for the appraisal amounts (other than just a bare assertion of the appraised amount), we would ask that you deliver it to us.

For the foregoing reasons and others, at this time we are unable to respond further to your Letter or to any offer (to the extent one was made) contained therein. We would also note that, based on your Letter, it appears that you intend to use eminent domain to

acquire loans if we do not willingly agree to sell loans to you. It is our clear position that the use of eminent domain for such a purpose is inappropriate and illegal.

Nothing in this letter shall be deemed to be, or constitute, a waiver of any rights, remedies, defenses, objections, powers, causes of action or privileges that Wilmington Trust has, or may have, under applicable laws and in equity and relating to the Letter, the loans described therein, the City of Richmond, California, Mortgage Resolution Partners, LLC or any other party or person related to any or all of the foregoing, and all such rights, remedies, defenses, objections, powers, causes of action or privileges are hereby expressly reserved by Wilmington Trust in all respects.

Please contact Adam Scozzafava directly at 302-636-6196 or ascozzafava@wilmingtontrust.com to discuss any questions relating to this letter.

Sincerely,

WILMINGTON TRUST COMPANY and
WILMINGTON TRUST, NATIONAL
ASSOCIATION, in their capacity as trustee,
indenture trustee or owner trustee, as
applicable

Cc: Jason J. Solomon, Esq., Alston & Bird LLP
Michael E. Johnson, Esq., Alston & Bird LLP
Kurt Osenbaugh, Esq., Alston & Bird LLP

Exhibit C



July 31, 2013

General Counsel
Wells Fargo / Wilmington Trust
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Dear Sir/Madam:

This letter is being forwarded to you as the Servicer 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.

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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.¹

- **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

¹ 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	LewanDealName
Wells Fargo Bank	1096552906	CFAB 2004-2	Chase Funding Mortgage Loan 2004-2
Wells Fargo Bank	1063008418	CHASE 2005-A2	Chase Mortgage Finance Trust 2005-A2
Wells Fargo Bank	202563292	JPALT 2005-S1	J.P. Morgan Alternative Loan Trust 2005-S1
Wells Fargo Bank	1826294630	JPALT 2005-S1	J.P. Morgan Alternative Loan Trust 2005-S1
Wells Fargo Bank	1730059595	JPMMT 2005-A4	J.P. Morgan Mortgage Trust 2005-A4
Wells Fargo Bank	1765500886	JPMMT 2005-AB	J.P. Morgan Mortgage Trust 2005-AB
Wells Fargo Bank	1063009603	JPMMT 2005-AB	J.P. Morgan Mortgage Trust 2005-AB
Wells Fargo Bank	3537036	MLMI 2005-A1	Merrill Lynch Mortgage Loans, Inc. 2005-A1
Wells Fargo Bank	688871771	MLMI 2005-A5	Merrill Lynch Mortgage Investors Inc. 2005-A5
Wells Fargo Bank	86958873	MLMI 2005-A8	Merrill Lynch Mortgage Investors Inc. 2005-A8
Wells Fargo Bank	54745641	MLMI 2005-A9	Merrill Lynch Mortgage Investors Inc. 2005-A9
Wells Fargo Bank	62196357	PPSI 2004-WWF1	Park Place Securities Inc. 2004-WWF1
Wells Fargo Bank	41965963	WFMBS 2004-Y	Wells Fargo Mortgage Backed Securities 2004-Y
Wells Fargo Bank	51090223	WFMBS 2005-AR14	Wells Fargo Mortgage Backed Securities 2005-AR14
Wells Fargo Bank	138915426	WFMBS 2005-AR16	Wells Fargo Mortgage Backed Securities 2005-AR16
Wells Fargo Bank	135835064	WFMBS 2005-AR9	Wells Fargo Mortgage Backed Securities 2005-AR9
Wells Fargo Bank	1103309591	IMM 2004-11	Impac CMB Trust 2004-11
Wells Fargo Bank	141061406	BCAP 2006-AA1	Barclays Capital Inc., BCAP LLC TRUST 2006-AA1
Wells Fargo Bank	124893553	BNCMT 2007-4	BNC Mortgage Loan Trust 2007-4
Wells Fargo Bank	124687468	BNCMT 2007-4	BNC Mortgage Loan Trust 2007-4
Wells Fargo Bank	7063688274	BOAA 2003-8	Banc of America Alternative Loan Trust 2003-8
Wells Fargo Bank	6492342008	BOAA 2006-5	Banc of America Alternative Loan Trust 2006-5
Wells Fargo Bank	6294473621	BOAMS 2004-J	Banc of America Mortgage Securities 2004-J
Wells Fargo Bank	6473995980	BOAMS 2005-D	Banc of America Mortgage Securities 2005-D
Wells Fargo Bank	6861049879	BOAMS 2005-E	Banc of America Mortgage Securities 2005-E
Wells Fargo Bank	15896525	BSMF 2006-AR3	Bear Stearns Mortgage Funding Trust 2006-AR3
Wells Fargo Bank	15888154	BSMF 2006-AR3	Bear Stearns Mortgage Funding Trust 2006-AR3
Wells Fargo Bank	16025538	BSMF 2006-AR4	Bear Stearns Mortgage Funding Trust 2006-AR4
Wells Fargo Bank	17494762	BSMF 2006-AR5	Bear Stearns Mortgage Funding Trust 2006-AR5
Wells Fargo Bank	17567744	BSMF 2007-AR3	Bear Stearns Mortgage Funding Trust 2007-AR3
Wells Fargo Bank	19929132	BSMF 2007-AR3	Bear Stearns Mortgage Funding Trust 2007-AR3

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Trustee	LoanId	Bloomberg Dea lName	LewtanDealName
Wells Fargo Bank	20724381	BSMF 2007-AR5	Bear Stearns Mortgage Funding Trust 2007-AR5
Wells Fargo Bank	1007219146	CARR 2006-NC2	Carrington Mortgage Loan Trust 2006-NC2
Wells Fargo Bank	1008086698	CARR 2006-NC3	Carrington Mortgage Loan Trust 2006-NC3
Wells Fargo Bank	1007895195	CARR 2006-NC3	Carrington Mortgage Loan Trust 2006-NC3
Wells Fargo Bank	1010507837	CARR 2006-NC5	Carrington Mortgage Loan Trust 2006-NC5
Wells Fargo Bank	689061885	FHW 2005-S001	Freddie Mac Securities REMIC Trust Mortgage 2005-S1
Wells Fargo Bank	86608627	GPMF 2005-AR3	GreenPoint MTA Trust 2005-AR3
Wells Fargo Bank	86891397	GPMF 2005-AR4	GreenPoint Mortgage Funding Trust 2005-AR4
Wells Fargo Bank	87688594	GPMF 2005-AR5	GreenPoint MTA Trust 2005-AR5
Wells Fargo Bank	88730734	GPMF 2006-AR3	GreenPoint MTA Trust 2006-AR3
Wells Fargo Bank	534040	HVMLT 2006-10	HarborView Mortgage Loan Trust 2006-10
Wells Fargo Bank	1000105602	HVMLT 2006-10	HarborView Mortgage Loan Trust 2006-10
Wells Fargo Bank	1000104209	HVMLT 2006-10	HarborView Mortgage Loan Trust 2006-10
Wells Fargo Bank	6014223	HVMLT 2006-10	HarborView Mortgage Loan Trust 2006-10
Wells Fargo Bank	154564076	HVMLT 2006-12	HarborView Mortgage Loan Trust 2006-12
Wells Fargo Bank	49965257	HVMLT 2007-3	HarborView Mortgage Loan Trust 2007-3
Wells Fargo Bank	1012153144	MABS 2007-NCW	MASTR Asset Backed Securitizations Trust 2007-NCW
Wells Fargo Bank	1000089880	MLMI 2006-HE1	Merrill Lynch Mortgage Investors Inc. 2006-HE1
Wells Fargo Bank	21049247	OOMLT 2003-6	Option One Mortgage Loan Trust 2003-6
Wells Fargo Bank	21065440	OOMLT 2005-3	Option One Mortgage Loan Trust 2005-3
Wells Fargo Bank	671005776	OOMLT 2005-4	Option One Mortgage Loan Trust 2005-4
Wells Fargo Bank	581004297	OOMLT 2006-1	Option One Mortgage Loan Trust 2006-1
Wells Fargo Bank	401005087	OOMLT 2006-1	Option One Mortgage Loan Trust 2006-1
Wells Fargo Bank	581003151	OOMLT 2006-1	Option One Mortgage Loan Trust 2006-1
Wells Fargo Bank	581013336	OOMLT 2007-1	Option One Mortgage Loan Trust 2007-1
Wells Fargo Bank	671016364	OOMLT 2007-3	Option One Mortgage Loan Trust 2007-3
Wells Fargo Bank	581016337	OOMLT 2007-5	Option One Mortgage Loan Trust 2007-5
Wells Fargo Bank	191038895	OOMLT 2007-6	Option One Mortgage Loan Trust 2007-6
Wells Fargo Bank	831077132	OOMLT 2007-6	Option One Mortgage Loan Trust 2007-6
Wells Fargo Bank	581019793	OOMLT 2007-6	Option One Mortgage Loan Trust 2007-6
Wells Fargo Bank	581014434	OOMLT 2007-FXD2	Option One Mortgage Loan Trust 2007-FXD2

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Trustee Exhibit A

Trustee	LoanId	Bloomberg Dea Name	LewtanDealName
Wells Fargo Bank	64328313	PPSI 2004-WHQ2	Park Place Securities Inc. 2004-WHQ2
Wells Fargo Bank	82407875	PPSI 2005-WHQ4	Park Place Securities Inc. 2005-WHQ4
Wells Fargo Bank	81840332	PPSI 2005-WHQ4	Park Place Securities Inc. 2005-WHQ4
Wells Fargo Bank	130923444	RESIF 2003-D	RESI Finance Limited Partnership 2003-D
Wells Fargo Bank	141238642	RESIF 2005-B	RESI Finance Limited Partnership 2005-B
Wells Fargo Bank	3801638	RESIF 2005-B	RESI Finance Limited Partnership 2005-B
Wells Fargo Bank	702078466	RESIF 2005-D	RESI Finance Limited Partnership 2005-D
Wells Fargo Bank	10122591	RESIF 2005-D	RESI Finance Limited Partnership 2005-D
Wells Fargo Bank	4266077	RESIF 2005-D	RESI Finance Limited Partnership 2005-D
Wells Fargo Bank	6350220106	RESIF 2005-D	RESI Finance Limited Partnership 2005-D
Wells Fargo Bank	6933221522	RESIF 2005-D	RESI Finance Limited Partnership 2005-D
Wells Fargo Bank	10087369	RESIF 2005-D	RESI Finance Limited Partnership 2005-D
Wells Fargo Bank	3051145831	RESIF 2006-A	RESI Finance Limited Partnership 2006-A
Wells Fargo Bank	22472450	SAMI 2007-AR4	Structured Asset Mortgage Investments II Trust 2007-AR4
Wells Fargo Bank	123279143	SASC 2007-BC1	Structured Asset Securities Corp. 2007-BC1
Wells Fargo Bank	671020065	SVHE 2007-OPT1	SoundView Home Loan Trust 2007-OPT1
Wells Fargo Bank	601430612	WAMU 2004-AR6	WaMu Mortgage Pass-Through Certificates, Series 2004-AR6
Wells Fargo Bank	672976149	WAMU 2004-PR2	Washington Mutual Securities (WAMU) 2004 - PR2
Wells Fargo Bank	677715856	WAMU 2004-PR2	Washington Mutual Securities (WAMU) 2004 - PR2
Wells Fargo Bank	678811548	WAMU 2004-PR2	Washington Mutual Securities (WAMU) 2004 - PR2
Wells Fargo Bank	601660745	WAMU 2005-AR11	WaMu Mortgage Pass-Through Certificates, Series 2005-AR11
Wells Fargo Bank	673567426	WAMU 2005-PR1	Washington Mutual Securities (WAMU) 2005 - PR1
Wells Fargo Bank	689061422	WAMU 2005-PR2	Washington Mutual Securities (WAMU) 2005 - PR2
Wells Fargo Bank	687230482	WAMU 2005-PR2	Washington Mutual Securities (WAMU) 2005 - PR2
Wells Fargo Bank	641962022	WAMU 2005-PR4	Washington Mutual Securities (WAMU) 2005 - PR4
Wells Fargo Bank	706286721	WAMU 2006-PR1	Washington Mutual Securities (WAMU) 2006 - PR1
Wells Fargo Bank	703127522	WAMU 2006-PR3	Washington Mutual Securities (WAMU) 2006 - PR3
Wells Fargo Bank	200029580	BAYC 2004-3	Bayview Commercial Asset Trust 2004-3
Wells Fargo Bank	40290845	MHL 2005-3	Mortgage IT Trust 2005-3
Wells Fargo Bank	12026989	SASC 2005-4XS	Structured Asset Securities Corp. 2005-4XS

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