

United States Department of Housing and Urban Development
Case No. 00-13-0001-8

Conciliation Agreement

Under the Fair Housing Act (Title VIII)

Between

Assistant Secretary for Fair Housing and Equal Opportunity on behalf of the
United States Department of Housing and Urban Development
(Complainant)

And

Wells Fargo Bank, N.A.,
(Respondent)

Effective Date: _____, 2013

I. PARTIES

Complainant:

Assistant Secretary for Fair Housing and Equal Opportunity
United States Department of Housing and Urban Development ("HUD")

Respondent:

Wells Fargo Bank, N.A.
d/b/a Wells Fargo Home Mortgage and d/b/a Premiere Asset Services
101 N. Phillips Avenue
Sioux Falls, SD 57104

Representing Respondent:

Anand S. Raman
Joseph L. Barloon
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
1440 New York Avenue, NW
Washington, DC 20005
(202) 371-7000
anand.raman@skadden.com
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II. STATEMENT OF FACTS

1. On June 3, 2013, Bryan Greene, Acting Assistant Secretary for Fair Housing and Equal Opportunity ("Complainant"), filed a complaint alleging that Respondent violated Section 804(a)-(d) of the Fair Housing Act, 42 U.S.C. §3601 et. seq., (the "Act"). HUD has not alleged that any of Respondent's employees discriminated intentionally on the basis of race or national origin, and HUD has made no findings of any violation by the Respondent of the Act or of any other applicable law.
2. Respondent denies that it has violated the Fair Housing Act or engaged in differential treatment of REO properties on the basis of race, national origin or any other prohibited basis. Respondent avers that it is firmly committed to the principles of home ownership, fair housing, and equal opportunity and has invested heavily in minority communities throughout the nation. Respondent asserts that it has managed REO properties in a responsible manner and without regard to the ethnic or racial composition of the communities it serves. Respondent asserts that it has implemented industry-leading policies and procedures for managing REO properties, and that these policies and procedures

were and are applied to REO property maintenance and marketing without regard for race, national origin, or any other impermissible factor.

3. HUD and Respondent enter into this settlement solely for the purpose of obtaining administrative closure of this matter and providing important and meaningful assistance to communities of color throughout the nation.

III. AGREEMENT

A. Term of Agreement

4. This Conciliation Agreement ("Agreement") shall govern the conduct of the parties to it for a period of 18 months from the effective date of the Agreement, unless Respondent and the Assistant Secretary shall agree to an extension for purposes of completing the actions mandated by the Agreement.

B. Effective Date

5. The Parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a conciliation agreement pursuant to the Fair Housing Act, unless and until such time as it is approved by the parties and by the Assistant Secretary. This agreement shall become effective and binding on the Parties on the date on which it is approved by the Assistant Secretary.

C. General Provisions

6. The Parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. No party admits liability or wrongdoing of any nature as a result of entering into this Agreement and the parties acknowledge that no findings have been made with respect to the Complaint allegations. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The Parties have read and fully understand the significance of the terms set forth herein. By executing this Agreement, no party admits any liability or wrongdoing.
7. Each person who signs this Agreement in a representative capacity warrants that his or her execution of this Agreement is duly authorized, executed and delivered by and for the entity for which he or she signs.
8. It is understood that Respondent denies that it has violated the Act or any other law. This Agreement does not constitute an admission by the Respondent or evidence of a determination by HUD of any violation of the Act or any other law.
9. This Agreement, after it has been approved by the Assistant Secretary, is binding upon HUD, the Respondent, and their respective employees, successors and assigns.

10. It is understood that, pursuant to Section 801(b)(4) of the Act, upon approval of this Agreement by the Assistant Secretary, this Agreement is a public document. However, HUD will hold confidential all information of a personal or proprietary nature concerning Parties to this Agreement that is not contained in the body of this Agreement.
11. No amendments to, modifications of, or waiver of any provision of this Agreement shall be effective unless all of the following conditions are met: (a) all signatories or their successors to the Agreement are notified in advance and agree to the proposed amendment, modification or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Parties and the Assistant Secretary, or his designee. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
12. The Parties agree that this Agreement may be executed by the Parties' signatures of consent on separate pages. The separate pages will be attached to the body of the Agreement to constitute one document. The Parties agree that signature pages received via electronic transmission will be considered official, provided that the original copy of the signature page is forwarded to HUD immediately upon signing of the Agreement. Both the original and any electronically transmitted signature pages will be retained in the official case file.
13. In exchange for compliance with the provisions of this Agreement, Respondent hereby forever waives, releases and covenants not to sue HUD or its employees, assigns or successors, with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the facts alleged in or the same subject matter as HUD Case No. 00-13-0001-8 or which could have been filed in any action or suit arising from such facts or subject matter.
14. In exchange for compliance with the provisions of this Agreement, HUD hereby forever waives, releases, and covenants not to sue Respondent, its affiliates, executors, assigns, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Number 00-13-0001-8 or which could have been filed in any action or suit arising from said subject matter.
15. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Respondent within HUD's jurisdiction.
16. Respondent acknowledges that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act and that any such act of retaliation constitutes a material breach of this Agreement and a violation of the Act.

17. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of this Agreement, and shall not affect the validity and enforceability of all the other provisions of this Agreement.

D. Confidentiality and Non-Disclosure

- i. Matters Subject to Confidentiality

18. HUD and Respondent agree that the following matters (the "Confidential Matters") are, and shall remain, strictly confidential: (i) all negotiations, discussions, communications or correspondence between HUD and Respondent, or their respective counsel, with respect to any matter relating to this Agreement or the terms thereof; (ii) any future negotiations, discussions, communications or correspondence between HUD and Respondent, or their respective counsel, with respect to any matter relating to this Agreement or the terms thereof, or regarding facts alleged in or the same subject matter as HUD Case No.00-13-0001-8 or which could have been filed in any action or suit arising from such facts or subject matter; and (iii) the contents of any of Respondent's internal materials to which HUD is provided access pursuant to this Agreement, except that nothing in this paragraph shall prevent or bar any of the Parties from publicly describing or discussing the terms or contents of this Agreement, which is a public document or the allegations of any complaints filed with HUD, which are public documents.

IV. RELIEF IN THE PUBLIC INTEREST

A. REO Maintenance and Marketing Standards

19. As specified below, Respondent has implemented or will implement certain enhancements to its REO maintenance and marketing standards.

- i. Wells Fargo Portfolio Owned REO Properties

20. Respondent commits to maintain and market Wells Fargo portfolio owned REO properties ("Wells Fargo REO properties") according to best practices standards contained in the Wells Fargo Premiere Asset Services ("PAS") Broker Procedure Manual ("PAS Broker Procedure Manual"), as described in Paragraph 25 below.

- ii. REO Properties to be Conveyed to Government-Sponsored Enterprises Fannie Mae or Freddie Mac, HUD, or the U.S. Department of Veterans Affairs

21. Respondent will continue to maintain REO properties to be conveyed to the Government-Sponsored Enterprises Fannie Mae or Freddie Mac ("GSEs"), HUD, or the U.S. Department of Veterans Affairs ("VA") (collectively, "GSE REO properties") in accordance with the respective GSE, HUD or VA guidelines until the property is conveyed to the GSE, HUD, or VA. Consistent with the requirements of the GSEs, HUD, and VA, Respondent will play no role in the

marketing, maintenance, repairs or renovation of the GSE REO properties following conveyance of the property to the GSE, HUD, or VA.

iii. REO Properties Serviced for Private Third Party Investors, for Which PAS has Responsibility for Maintenance and Marketing

22. Respondent commits to maintain and market REO properties serviced for private third party investors, for which PAS has responsibility for maintenance and marketing ("Third Party Investor REO properties") according to standards prescribed in the applicable Third Party Investor servicing agreement, or, in those cases where no specific standard is applicable, according to the "best practices" standard contained in the PAS Broker Procedure Manual. When a current or future Third Party Investor servicing agreement provides that Respondent shall maintain or market REO properties according to Respondent's own standards or the same manner in which Respondent maintains REOs in its own portfolio, Respondent will maintain and market the REO properties subject to the servicing agreement according to the "best practices" standard contained in the PAS Broker Procedure Manual.

iv. REO Properties Serviced by Others on Behalf of Various Residential Mortgage Backed Securities Trusts for Which Wells Fargo's Corporate Trust Services Acts as Trustee

23. The Parties agree that this Agreement will not be applicable to any REO properties serviced by others on behalf of various residential mortgage backed securities trusts for which Wells Fargo's Corporate Trust Services ("CTS"), a division of Wells Fargo Bank, N.A., acts as trustee, and will not impose any legal right or obligation upon CTS to actively manage or monitor any such REO properties or the servicers of such properties for compliance with the terms hereof. Within 30 days of the effective date of this Agreement, Respondent will send all institutions or entities that service REO properties on behalf of trusts for which CTS acts as a trustee a written communication reminding these servicers of their legal and contractual obligations to properly service such properties, as set forth in Exhibit A, attached hereto, and will send the same or a substantially similar written communication on the one year anniversary of the effective date of the Conciliation Agreement.

B. REO Process Improvements

i. Policies and Procedures

24. Respondent has made, and will continue to make, "best practices" revisions to the PAS Broker Procedure Manual, which will be used nationally by real estate professionals in the maintenance and marketing of Wells Fargo REO properties. "Best practices" are those policies and procedures that comply with applicable law and regulation and are commercially reasonable and common in the industry, for the maintenance and marketing of REO properties. Best practices were identified

through a comparison of the policies and procedures in effect as of the signing of this Agreement of PAS, the GSEs, HUD, VA, and private Third Party Investors for which PAS services REO properties.

25. The "best practices" incorporated into the PAS Broker Procedure Manual include the use of a Property Condition Inspection Checklist (the "Checklist"). The Checklist includes information about the condition of various aspects of the REO property, and will serve as a tool for identifying issues to be escalated to PAS for evaluation and determination of what, if any, repairs or other actions will be taken. Respondent uses or will institute use of the Checklist for all Wells Fargo REO properties as defined in Paragraph 20 above, and for Third Party Investor REO properties as defined in Paragraph 22 above in the event that there is no specific standard applicable or if the servicing agreement provides that Respondent shall maintain or market REO properties according to Respondent's own standards.

- ii. Wells Fargo REO Website

26. PAS currently provides on the Wells Fargo REO website information about all Wells Fargo REO properties listed for sale, including contact information for the listing broker/agent. PAS has implemented additional improvements to the website, including a toll free number for complaints about Wells Fargo REO properties, and a toll free phone number for any buyer, buyer's agent, or any other person to inform Wells Fargo of any concerns with listing brokers/agents retained by PAS. PAS staffs or will staff each of these toll free numbers during business hours and ensure that messages may be left for PAS staff after business hours.

- iii. Enhancing the First Look Program and the Homeowner Priority Period

27. Wells Fargo currently provides a "First Look" exclusivity period for qualified non-profit organizations, which runs from the time a Wells Fargo REO property is received in the PAS REO group until the date the Wells Fargo REO property is listed for sale with a licensed real estate broker or agent. During the First Look period, qualified non-profits are given an opportunity to purchase the property at a discounted price. Qualified non-profits are also eligible to make offers on Wells Fargo REO properties outside of the exclusivity period. Respondent has ensured or will ensure that Wells Fargo's website continues to provide any user the opportunity to register to receive updates on any Wells Fargo REO property presented on the website, allowing any qualified non-profit to register to be informed of all price reductions on any Wells Fargo REO property. This provides and will continue to provide qualified non-profits the opportunity to purchase the property if the price is reduced.
28. Within 30 days of the effective date of this Agreement, Respondent will provide HUD with documentation showing that its website provides information about the "First Look" program described in Paragraph 27. Specifically, the documentation

should show that Wells Fargo's website affords users the opportunity to register to receive updates on Wells Fargo REO properties, such that qualified non-profits may register to be informed of all price reductions on Wells Fargo REO properties.

29. Respondent has expanded or will expand the Homeowner Priority period so that it lasts from calendar Day 8 to calendar Day 15 following the date the Wells Fargo REO property is listed in the multiple listing service. This is consistent with the marketing of GSE REO properties by Fannie Mae and Freddie Mac. Previously, the Homeowner Priority period extended from calendar Day 8 to calendar Day 12. In addition, Respondent will renew Wells Fargo's Homeowner Priority period for a period of up to 5 business days after any reduction in the price of a Wells Fargo REO property. Renewing the Homeowner Priority period for up to 5 days after the reduction in price of an REO will not prevent or bar Respondent from accepting an offer after the expiration of the 5 day Homeowner Priority period from a non-profit or investor who wishes to purchase the REO property. This renewal period is intended to help owner-occupants consider purchasing the REO property and make an offer, and is consistent with Respondent's intent to give priority in such sales to owner-occupants who make offers that meet or exceed the price of offers from those who do not intend to live at the property. Receipt of an acceptable offer from an intended owner-occupant will allow Respondent to terminate the Homeowner Priority period. A cash offer from an investor or non-profit organization to purchase an REO property shall not be considered a better offer if the offer is for the same or a lesser amount than an offer by an owner-occupant who is purchasing the REO property with cash or with financing.
30. Within 30 days of the effective date of this Agreement, Respondent shall provide HUD with documentation establishing that the Homeowner Priority period has been extended as described in Paragraph 29 and that its website contains information advising consumers and real estate agents of the expanded Homeowner Priority period.

iv. Listing Brokers/Agents

31. Respondent has provided or will provide, for each Wells Fargo REO property listed in a multiple listing service, a toll-free phone number for any buyer, buyer's agent, or other persons to inform Respondent of any concerns with a listing broker/agent, and has or will post a similar toll-free number on Respondent's website for any escalated concerns by a prospective buyer.
32. Within 30 days of the effective date of this Agreement, Respondent shall provide documentation to HUD showing that its website publicizes a toll-free number for buyer's agents as described in Paragraph 31 and that it has taken other steps as appropriate to disseminate the number to buyer's agents. Within 30 days of the effective date of this Agreement, Respondent will also provide documentation to HUD establishing that its website publicizes a toll-free number for prospective buyers to express escalated concerns as described in Paragraph 26.

33. Respondent has developed fair housing training (the "fair housing training module") that shall be made available, at no cost, to any interested real estate professional and to the public. As set forth in a separate agreement, Respondent will engage and pay NFHA as a consultant the amount set forth in that separate agreement to review the fair housing training module and the revised PAS Broker Procedure Manual and to provide non-binding recommendations regarding these materials. PAS listing brokers/agents currently under contract to maintain and market Wells Fargo REO properties will be required to complete the fair housing training module within six months of the completion of NFHA's review of the fair housing training module. All such training shall be provided at no charge to PAS listing brokers/agents. Respondent has incorporated or will incorporate the fair housing training module into the introductory training required of all newly-retained listing brokers/agents and has or will incorporate the same or similar fair housing content in the PAS Broker Procedure Manual, as may be appropriate.
34. Within 30 days of the completion of NFHA's review, Respondent shall provide a copy of the fair housing training module to HUD, along with documentation establishing that Respondent's website contains information offering the fair housing training module at no cost to real estate professionals and members of the public. Respondent will provide documentation showing that all PAS listing brokers/agents currently under contract to maintain and market Wells Fargo REO properties have completed the training within ten days of such completion. The response shall indicate the date of the training. Further, within 30 days of the completion of NFHA's review, Respondent will provide documentation to HUD showing that the fair housing training module has been included in the introductory training required of all newly-retained listing brokers/agents, and that substantially similar content has been incorporated into the PAS Broker Procedure Manual.

v. PAS REO Employee Training

35. Respondent will continue to use the same or similar fair housing content from the fair housing training module in training program(s) for its REO asset managers, pre-marketing team members, and field inspection team members, with an emphasis on fair housing compliance as it relates to REOs.
36. Within 60 days of the effective date of this Agreement, Respondent shall provide documentation to HUD showing that information substantially similar to that in the fair housing training module is included in training programs for REO asset managers, pre-marketing team members, and field inspection team members.

C. Community Grant Program

37. Respondent agrees to fund a Community Grant Program ("Grant Program"), in the aggregate amount of \$11,490,000 ("Grant Fund"). The purpose of the Grant Program shall be to provide grants to qualified organizations ("Recipients") for purposes of stabilizing and strengthening communities of color.

i. Administration

38. The Grant Program will be administered by an independent third-party non-profit agency selected by Respondent and subject to approval by HUD (the "Administrator"). Respondent will enter into an agreement for the administration of the Grant Program with the Administrator within 60 days following HUD's approval of the Administrator.
39. Respondent shall be responsible for coordinating the naming, branding, publicity and promotion associated with the Grant Program. Respondent shall bear the costs of administration of the Grant Program.
40. Within 120 days following HUD's approval of the Administrator, Respondent shall provide HUD a copy of its agreement with the Administrator as described in Paragraph 38 and will provide documentation showing that it has disseminated information about the Grant Program to appropriate non-profit agencies and cities, towns and local government units in each of the communities designated by HUD as eligible, as described below.

ii. Eligibility Criteria

41. Non-profit organizations serving communities designated by HUD and certified under Section 501(c)(3) of the Internal Revenue Code, are eligible to apply for a grant, subject to the Program Eligibility Criteria established for the Grant Program and approved by HUD as set forth below.
42. Program Eligibility Criteria shall include, among other things, consideration of:
 - 1) standards for the financial strength, experience and capabilities of the organizations seeking a grant;
 - 2) the degree to which the grant can be used in collaboration with pre-existing programs in the same community funded by HUD grant programs, or other state, local, or federal grant programs to enhance the impact of these Grant Funds on a community;
 - 3) the types of community needs to be prioritized by the Grant Program, including specifically housing rehabilitation or demolition, neighborhood improvement activities, or housing-related construction designed to improve structural conditions in the neighborhood;
 - 4) the extent to which a grant award is likely to achieve the Grant Program's objectives of stabilizing and strengthening target communities, based on consideration of the applicant's specific description of the program(s) to be supported by the grant award; and
 - 5) the specific agreed upon criteria for determining which communities will be considered for grants under the Grant Program.

43. Neither the criteria HUD develops for determining grant program eligibility nor the selection of communities eligible for such grants are intended to or shall constitute a finding or determination regarding Wells Fargo's conduct or activities in those communities.
44. No organization may receive more than one grant under this Grant Program. Grants may be given to more than one organization serving a given community, and the cumulative effect of multiple grants directed toward a single community will be taken into account in evaluating community need with respect to additional grant applications received.

iii. Creation of Grant Fund

45. Within 60 days of the effective date of this Agreement, Respondent shall deposit into an escrow account the amount of \$11,490,000. This amount, and any interest accruing thereon, shall be designated the Grant Fund and shall be used for the sole purpose of funding grants under this Grant Program.
46. Within 90 days of the effective date of this Agreement, Respondent shall provide documentation to HUD showing that it has deposited the sum of \$11,490,000 into an escrow account for the sole purpose of funding grants under the Grant Program as described in Paragraph 45.

iv. Release and Certification

47. Recipients will be required to execute a grant agreement with the Administrator in order to receive grant funds. Recipients shall be obligated to coordinate with the Administrator in regard to publicity and promotion for the Grant Program.
48. Prior to receiving any funds under the Grant Program, each Recipient must also execute a full and final release to Respondent, its affiliates, employees, assigns and successors, with respect to all claims that could have been asserted based on the subject matter addressed in HUD Case Nos. 00-13-0001-8 or 09-12-0708-8.
49. Each Recipient must certify that none of the funds provided under the Grant Program will be used for purposes of litigation, lobbying or to pay legal fees.

v. Distribution of Grant Awards

50. The Administrator will review potential recipients' applications to determine whether and in what amount a grant will be awarded. This review will be based on the Program Eligibility Criteria approved by HUD.
51. All decisions about specific grant awards shall be initially made by the Administrator, subject to the Program Eligibility Criteria and the approval of HUD. Award decisions shall take into account the number of applications meeting the Program Eligibility Criteria in relation to the amount available via the

Grant Fund. The Administrator will be responsible to distribute the Grant Fund in accordance with any requirements set forth in its Agreement with Respondent or otherwise established by HUD. The Administrator is solely responsible for its actions in managing the Grant Fund.

52. In the event that any portion of the Grant Fund is not distributed as awards to qualified Recipients within one year from the effective date of the agreement for the administration of this Grant Program between Respondent and the Administrator, such remaining portion will be further distributed by HUD for programs and purposes consistent with the goals of strengthening and stabilizing communities that are considered for grants under the Grant Program.

vi. Distributions from Grant Fund

53. Recipients shall, consistent with procedures to be provided by the Administrator, submit drawdown requests to receive monies from the Grant Fund. It is anticipated that the schedule of drawdowns or payment schedule for specific grants will be addressed in the Grant Agreement with each Recipient. Subject to the terms of a Grant Agreement with the Recipient, drawdown requests may be submitted to meet demands until the Recipient's award has been distributed in full, provided that drawdowns should not typically exceed the amount needed to meet the more immediate disbursement requirements of the Recipient. As will be specified in the contracts with each Recipient, drawdown requests must be submitted with appropriate lead time and accompanied by sufficient information to allow the Administrator to evaluate and process the request.
54. Limitations and conditions on the timing and amount of specific drawdown requests related to a grant shall be established by the Administrator, subject to approval by HUD and Respondent. These limitations and conditions shall be designed to appropriately time disbursements of funds as they are needed, and to facilitate progress on programs supported by the grants.

vii. Reporting by Recipients

55. The grant agreements with each Recipient will set out reporting requirements. Subject to the requirements of those grant agreements, each Recipient will submit to the Administrator a quarterly report ("Quarterly Report").
56. In each Quarterly Report, the Recipient will report the progress of its grant for the previous quarter, including but not limited to progress against its schedule and budget, expenditures to date, and a narrative statement describing the activities funded by the grant and the progress made toward completion. The Recipient should also include, as appropriate, best practices, successes and lessons learned from the date of the prior Quarterly Report.

57. Failure to submit to the Administrator a timely Quarterly Report will result in a suspension of any further distribution of monies from the Grant Fund until such time as the report is received and approved by Administrator.
58. Recipients will continue to submit Quarterly Reports throughout the time frame set out in the grant agreement with Recipient.

viii. Reporting by the Administrator

59. The Administrator will submit to HUD and Respondent a quarterly report in a format acceptable to HUD ("Administrator Report") to commence on a date agreed upon by HUD, the Administrator and Respondent.
60. In the Administrator Report, the Administrator will report the progress of the Grant Program during the previous quarter, including but not limited to information regarding Grant Funds distributed to date, recipients of such distributions, the activities funded by each grant, and narrative summaries regarding the progress of each Recipient. The Administrator will also include a summary of the progress of the Grant Program overall, as well as a narrative regarding problems identified, successes or lessons learned from the date of the prior Administrator Report, as appropriate.
61. Any deadlines or time limits set out in this Agreement in relation to this Grant Program may be extended by mutual written agreement of the Parties.

V. EVALUATING AND MONITORING COMPLIANCE

A. Monitoring

62. Complainant and Respondent agree that HUD may monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, HUD may inspect Respondent's residential properties identified in Section IV(A)(i) of this Agreement, examine witnesses and copy pertinent records of Respondent. Respondent agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

B. Reporting and Recordkeeping

63. All certifications and documentation of compliance required under this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: CONCILIATION REVIEW
San Francisco Regional Office – Region IX
600 Harrison Street, 3rd Floor
San Francisco, CA 94107-1300

C. Consequences of Breach

64. The parties understand that if HUD has reasonable cause to believe that Respondent has breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court, pursuant to 810(c) and 814(b)(2) of the Act.

SIGNATURE PAGE

Respondent:

Wells Fargo Bank, N.A.

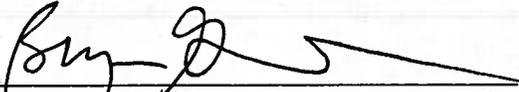


By: Michael J. DeVito
Title: EVP, Head of Default Servicing

6-05-2013

Complainant:

Assistant Secretary, Office of Fair Housing and Equal Opportunity



By: Bryan Greene

Title: Acting Assistant Secretary for Fair Housing
and Equal Opportunity

6/5/2013
Date

Approved:

On Behalf of the Department of Housing and Urban Development



By: Sara K. Pratt

Deputy Assistant Secretary for Enforcement and Programs

6/5/13
Date

Conciliators: Catherine Ross-Perry
Sara K. Pratt

EXHIBIT A

[DATE]

[SERVICER AND ADDRESS]

RE: Servicing of REO Properties

Dear Sir/Madam:

You are receiving this communication because Wells Fargo Bank, N.A. (“Wells Fargo”) is the trustee for various securitization trusts for which your firm acts as a servicer for the benefit of the trusts and the trusts’ investors.

Please remember your obligation as servicer is not only to comply with the terms and provisions of the related servicing agreements and undertakings, but also to comply with all local, state and federal laws, regulations, and ordinances applicable to the loans serviced and the related trust properties, including any applicable provisions of the federal Fair Housing Act. The manner in which REO properties are maintained and marketed by you, as servicer, is of significant concern to the communities in which those properties are located. REO properties can present significant reputational concerns for both you, as servicer, and also for Wells Fargo, as trustee, since the properties are held in the name of the trustee following foreclosure.

Wells Fargo urges and expects that you will comply with all applicable laws, regulations, and ordinances. We also urge your adherence to all industry best practices in the servicing of trust properties, including in particular with respect to the maintenance, marketing and sale of properties held in the name of the trustee.

We thank you for your attention to this important matter. If you should have any questions regarding this letter, please feel free to contact me directly at [phone and email].

Sincerely,

Wells Fargo Bank, N.A., as Trustee

By:

Its: