



Furniture, with liens on all of the assets of Wickes Furniture, was entitled to any and all claims of Wickes Furniture to the settlement proceeds from the Litigation Trust. I immediately informed Patrick Norton, a Vice President of WFRF, of the foregoing. It was therefore the decision of WFRF to accept or reject the sale of such claims, as the senior secured creditor of Wickes Furniture.

4. Prior to February, 2009, I had no knowledge of the Litigation Trust, the MasterCard/Visa settlement deadline, or any other information related thereto, nor did I have knowledge, prior to February, 2009, that Wickes Furniture had filed a claim to receive a distribution of the settlement proceeds from the Litigation Trust. Further, I had no knowledge of any prior payments from the Litigation Trust on account of any distribution to Wickes Furniture, since such payments were directly remitted, not unlike all other collections constituting WFRF's collateral, to a cash management account established by WFRF, and applied against the outstanding balance of the loans advanced by WFRF, to Wickes Furniture, in accordance with industry standards.

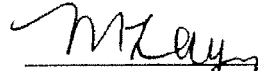
5. We then asked whether anyone within the WFRF organization had experience collecting and analyzing claims similar to the claim filed by Wickes Furniture, described above. We were directed to Eileen Quinn, resident in WFRF's New York office, who had worked previously with David Weitman in pursuing proceeds from the Litigation Trust on behalf of Clothestime Stores, Inc. ("Clothestime"). Ms. Quinn worked in my office until 2006, when she relocated to WFRF's New York office. Ms. Quinn directed us to contact Mr. Weitman so that he could help us evaluate the offer made by the claims trader who contacted me in February 2009. I did not work on the Clothestime matter with Mr. Weitman and Ms. Quinn.

6. Immediately thereafter, Mr. Weitman, Mr. Norton and I, along with our colleague Lynn Whitmore, promptly investigated WFRF's potential interest, as a senior secured creditor of Wickes Furniture, in and to settlement proceeds from the Litigation Trust to which Wickes Furniture would otherwise be entitled.

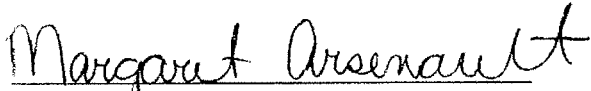
7. Recognizing that there may have been other WFRF borrowers in a position similar to Wickes Furniture, each of Mr. Norton, Ms. Whitmore, and I, looked into whether there were additional accounts of WFRF with respect to which the retail borrowers thereof (a) had granted a security interest in all of their respective assets, to WFRF, (b) had gone into bankruptcy, (c) had, at the time of their respective bankruptcies, substantial outstanding indebtedness still owing to WFRF, and (d) were potentially entitled to settlement proceeds from the Litigation Trust.

8. As a result of our investigation, we identified six (6) additional Retail Borrowers that could potentially be claimants with respect to settlement proceeds from the Litigation Trust. We then asked Mr. Weitman to expand his representation of WFRF to navigate us through the process relating to the collection, on behalf of the Retail Borrowers, of the settlement proceeds from the Litigation Trust to which such Retail Borrowers would otherwise be entitled.

9. In summary, in March 2009, Mr. Norton, Ms. Whitmore and I asked Mr. Weitman and his law firm to investigate the ability of WFRF to assert claims to settlement proceeds from the Litigation Trust on behalf of the Retail Borrowers, each of whom had pledged all of their respective assets to WFRF as security for advances made from time to time by WFRF, to such Retail Borrowers. At such time, WFRF hired Mr. Weitman to pursue such claims on behalf of WFRF, as principal secured creditor to the Retail Borrowers.

  
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MICHELE AYOU, Vice President,  
Wells Fargo Retail Finance II, LLC

Sworn to before me  
this 6<sup>th</sup> day of November, 2009

  
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Notary Public

