

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

JACK L. AND HILDA M. BEAVER,
et al.,

Plaintiffs,

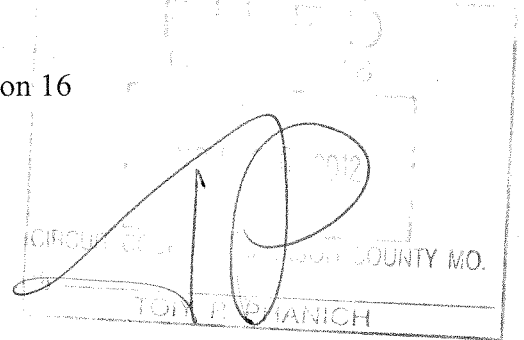
vs.

U.S. BANK NATIONAL ASSOCIATION,
et al.,

Defendants.

Case No. 1216-CV21345

Division 16



FINAL JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The settlement of the claims of the Trust Loans Settlement Class on the terms set forth in the Parties' Settlement and Release Agreement ("Agreement") dated August 20, 2012, is approved as fair, reasonable and adequate, is incorporated herein, and the following settlement class is granted final certification for settlement purposes under Mo. Rule 52.08:

All persons who, on or after May 16, 1994, obtained a Missouri Second Mortgage Loan that was purchased by, assigned to, or otherwise acquired by a Trust or any one of the Trust Parties identified on **Schedule 2** of the Agreement, and who did not timely exclude themselves from a litigation class previously certified in any of the following cases:

- *Baker v. Century Financial Group, Inc.*, Case No. CV100-4294, filed June 28, 2000 (Cir. Ct. Clay County, Missouri);
- *Couch v. SMC Lending, Inc.*, Case No. 7CV-100-4332, filed June 29, 2000 (Cir. Ct. Clay County, Missouri);
- *Gilmor v. Preferred Credit Corporation*, Case No. CV100-4263, filed June 27, 2000 (Cir. Ct. Clay County, Missouri), *removed*, Case No. 10-0189-CV-W-ODS (W.D. Mo.);
- *Beaver v. First Consumers Mortgage, Inc.*, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County, Missouri) (consolidated with *Beaver v. First Consumers Mortgage, Inc.*, Case No. 03-CV-213643, filed May 28, 2003 (Cir. Ct. Jackson County, Missouri));

- *Scherich (Smith) v. Premier Associates Mortgage Co.*, Case No. 01-CV-201263, filed January 12, 2001 (Cir. Ct. Jackson County, Missouri) (consolidated with *Scherich (Smith) v. Premier Mortgage Associates*, Case No. 03-CV-216423, filed June 23, 2003 (Cir. Ct. Jackson County, Missouri));
- *Hall v. American West Financial*, Case No. 00CV218553-01, filed July 28, 2000 (Cir. Ct. Jackson County, Missouri);
- *Schwartz (now Wong) v. Bann-Cor Mortgage*, Case No. 00-CV-22639, filed October 31, 2000 (Cir. Ct. Jackson County, Missouri), *removed*, Case No. 10- 01038-CV-FAG (W.D. Mo.); and
- *Thomas v. U.S. Bank Nat. Ass'n, ND*, Case No. 04-CV-83549-01, filed June 02, 2004 (Cir. Ct. Platte County, Missouri), *removed and currently pending before* the United States District Court for the Western District of Missouri as Case No. 11-6013-CV-SJ-SOW (W.D. Mo.).

If any of these persons have died, became a debtor in a bankruptcy case under Chapter 7 or Chapter 13 after obtaining his or her Trust Loan, or in some other way voluntarily or involuntarily transferred his or her rights under a Trust Loan, said person's heir, representative, bankruptcy trustee, successor or assign also shall be deemed a member of the Trust Loans Settlement Class

(the "Trust Loans Settlement Class").

2. Individual notice complying with Mo. Rule 52.08 was sent to the last-known address of each member of the Trust Loans Settlement Class as identified on Exhibit F to the Agreement, which list was subject to certain representations and warranties by the "Trust Parties," other than Wilmington Trust Company in its Representative Capacities, as set forth in Section 3(b) of the Agreement. A statewide notice by publication was also given pursuant to Mo. Rule 52.08. The Court finds that the individual notice and notice by publication constituted the best notice practicable under the circumstances and that such notice satisfies the requirements of due process and Mo. Rule 52.08. The Court further finds that: all members of the Trust Loans Settlement Class are "Trust Loans Settlement Class Members" as defined in the Agreement and all such persons are bound by the Court's *Order Finally Approving Class Action Settlement and*

Certifying a Class for Settlement Purposes and this Final Judgment whether or not they are identified on Exhibit F to the Agreement and/or received individual notice and/or notice by publication.

3. The Trustees in their Representative Capacities provided the notice to current Trust Investors required under the Agreement and the Trustee Approval Order was entered as required by the Agreement.

4. This lawsuit and all claims asserted herein, both individually and on behalf of the Trust Loans Settlement Class, are dismissed on the merits with prejudice according and subject to the terms of the Agreement and the Court's *Order Finally Approving Class Action Settlement and Certifying a Class for Settlement Purposes*, which is dated this same date (the "Final Approval Order"), without costs to any Party except as provided in the Agreement and Final Approval Order. The dismissal of this lawsuit and the individual and class claims shall not in any way stay, bar, preclude, abate or otherwise operate as a dismissal, release, discharge or other adjudication of any claims of the Named Plaintiffs or the Trust Loans Settlement Class Members against any person, association or entity, except for the "Released Claims" against the "Released Persons" as defined in the Agreement.

5. On the Effective Date set forth in Section 17 of the Agreement, the Releasors, including Named Plaintiffs Jack L. and Hilda M. Beaver, David R. and Nancy J. Beebe, Danita S. Couch, Jack T. Chastain, Sr., Daniel and Sandra Emily, Mark R. Fisher, Dana S. and Melanie D. Hall, Rachelle Hamrick, Bruce W. and Mary A. James, William T. and Marion Jones, Thomas and Maritza Kartman, Douglas A. and Tammi S. Kronos, John R. and Jeanne E. Rumans, Philip M. and Sharon K. Schrier, DeAnthony Thomas and Susan Jelinek-Thomas, as to their December 12, 1997 Missouri Second Mortgage Loan, Jason C. and Janet L. Thrasher, and

Michael M. and Vivian C. Wolfe and all Trust Loans Settlement Class Members, and each of their respective heirs, executors, administrators, assigns, legal representatives trustees, guardians, predecessors and successors, and any other person claiming by or through any or all of them, shall be deemed without further action by any person or the Court (i) to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Trust Parties and the Trustees in their individual and Representative Capacities, and any and all of the other Released Persons as set forth in Section 2.38 of the Agreement, of and from any and all Released Claims set forth in Section 2.39 of the Agreement, which includes but is not limited to all claims that in any way concern, relate to, or arise out of the Trust Loans and which any of the Releasers have had, or now have, from the beginning of time up through and including the Effective Date, against the Released Persons, (ii) to have consented to dismiss the Released Claims of the Releasers against the Released Persons with prejudice in the Missouri Cases and to dismiss the Litigation with prejudice, and (iii) to be forever barred and enjoined from instituting or further prosecuting in any forum whatsoever including, but not limited to, any state, federal, or foreign court, or regulatory agency, the Released Claims. Each Releaser shall be bound by the Agreement and all of their Released Claims shall be dismissed with prejudice and released even if they never received actual prior notice of the Litigation or the Settlement in the form of the Class Mail Notice or otherwise. The Releases and agreements contained in Section 10 of the Agreement shall apply to and bind all Class Members, whether or not they have made a Claim, including those Class Members whose Class Mail Notices are returned as undeliverable, and those for whom no current address can be found, if any.

6. As of the Effective Date specified in Section 17 of the Agreement, the Releasers, as defined in Section 2.37 of the Agreement, are permanently barred and enjoined from

asserting, commencing, prosecuting and/or continuing any of the Released Claims, as defined in Section 2.39 of the Agreement, against the Released Persons, as defined in Section 2.38 of the Agreement.

7. As of the Effective Date specified in Section 17 of the Agreement, the Named Plaintiffs and Trust Loans Settlement Class Members shall credit, satisfy and offset against any judgment that may be entered in favor of the Named Plaintiffs and/or the Trust Loans Settlement Class Members in the Missouri Cases that equitable portion of their damages, or any other claimed form of monetary relief (“Damages”), which relates to the Trust Loans and which was caused by the acts or fault, if any, of the Released Persons as hereafter may be determined at trial or other disposition of the Missouri Cases or any other action, and further, shall release and discharge that portion of their claims for Damages in the Missouri Cases which relates to the Trust Loans and which may hereafter, by trial or other disposition of the Missouri Cases or any other action, be determined to be the portion of fault for which any or all of the Released Persons are liable.

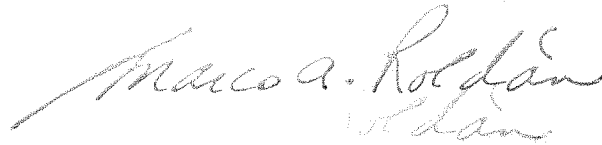
8. The Court finds and concludes that the Non-Trust Loans Borrowers cannot recover any damages, penalties or other relief from the Trust Parties or Trustees with respect to the Trust Loans. This finding and conclusion shall not be deemed a holding that the Non-Trust Loans Borrowers have released any claims of any kind or type with respect to the Missouri Second Mortgage Loans.

9. Any and all claims against the Released Persons for contribution and non-contractual indemnity related to or arising from the Released Claims or from any claims of the Named Plaintiffs and/or the Trust Loans Settlement Class Members in the Missouri Cases with respect to the Trust Loans are permanently barred, prohibited and enjoined.

10. The Court will retain continuing jurisdiction over this Litigation and each of the matters set forth in Section 16(c) of the Final Approval Order for the purposes set forth in the Final Approval Order.

11. Unless otherwise provided herein, all capitalized terms in this Final Judgment shall have the same meaning as the terms in the Agreement.

Dated: NOV 26 2012



Marco A. Roldan, Circuit Court Judge

CERTIFIED COPY
I certify that the foregoing document is a full, true and complete copy of the original on file in my office and of which I am legal custodian.
Jeffrey A. Eisenbeis
Court Administrator
Circuit Court of Jackson County, Missouri
By _____ Deputy