

This SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) is made as of the date on which it is signed by the last party to execute this Agreement and is subject to approval by the Court and the satisfaction of the other Approval Conditions. The parties to this Agreement are the Named Plaintiffs, as identified on **Schedule 1**, both individually and as the proposed representatives of the Trust Loans Settlement Class, and U.S. Bank National Association and Wilmington Trust Company, each in its Representative Capacities respectively as trustees on behalf of each of the Trust Parties as set forth on the signature pages hereto (collectively, the “Settling Defendants”). The Named Plaintiffs, the Settling Defendants and the Trust Loans Settlement Class Members are collectively referred to in this Agreement as the “Parties.” Capitalized terms shall have the meanings set forth in Section 2 below.

WHEREAS, one or more of the following civil actions are pending against each of the Trusts and the Trustees for the Trust Parties in a state or federal court situated in Missouri: *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 Associate Mortgage Co.*, 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-FJG (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.) (collectively, the “Missouri Cases”); and

WHEREAS, each of the Trust Parties includes one or more Trusts that were established to facilitate the securitization of an independent pool of residential mortgage loans, each Trust Party includes one or both of the Trustees in their respective Representative Capacities, most of the Trusts have issued Trust notes secured by its loan pool pursuant to an Indenture, and each loan pool includes some residential mortgage loans secured by real property in Missouri; and

WHEREAS, the Named Plaintiffs in each of the Missouri Cases are asserting claims on behalf of their respective putative or certified classes against a number of defendants, including one or more of the Trusts and the Trustees for each Trust Party (individually and in their Representative Capacities), for alleged violations of the Missouri Second Mortgage Loans Act (“MSMLA”), §§ 408.231-408.241 RSMo, and seek compensatory and punitive damages and other relief on their own behalf, and on behalf of various putative and certified classes of consumer borrowers similarly situated as a result of certain loan fees and interest amounts that the plaintiffs contend the Trust Parties and/or the Trustees directly or indirectly charged, contracted for or received in connection with more than 1,800 known Missouri Second Mortgage Loans made to the members of the Trust Loans Settlement Class, and which were purchased by, assigned to, or otherwise acquired by the Trusts, subject to Indentures where applicable, or any one or more of them; and

WHEREAS, the Trusts and Trustees have jointly retained Trust Parties' Counsel and have been defending the Missouri Cases collectively on behalf of the Trust Parties, and have denied the claims and causes of action being asserted against them in any capacity in the Missouri Cases and deny and dispute that they are in any way liable to the plaintiffs or any of the members of the putative or certified classes in any of the Missouri Cases; and

WHEREAS, most of the Trusts and the Trustees for most of the Trust Parties are defendants in more than one of the Missouri Cases, and each of the Missouri Cases poses a risk to all of the Trust Parties and their Trust Investors regarding Trust Assets; and

WHEREAS, the Trust Parties and Trustees desire to settle on a global basis the claims being asserted against them in the Missouri Cases on the terms and conditions set forth herein to avoid the burden, expense, and uncertainty of continued litigation, and in order to put to rest all controversies that have been or could be raised against any of the Trust Parties or the Trust Investors in the Missouri Cases; and

WHEREAS, Plaintiffs' Counsel and Trust Parties' Counsel have thoroughly investigated the facts relating to the claims alleged in the Missouri Cases and the events and transactions underlying those claims, through formal and informal discovery, and have made a thorough study of the legal principles applicable to the claims as asserted against the Trust Parties; and

WHEREAS, Plaintiffs' Counsel and Trust Parties' Counsel have formally mediated and engaged in extensive arm's length negotiations concerning the settlement of all claims and causes of action being asserted against each of the Trust Parties and Trustees in the Missouri Cases on a global basis; and

WHEREAS, the Parties have reached a global agreement, subject to Court approval and the satisfaction of the other Approval Conditions, to resolve the Missouri Cases and related

claims as between the Named Plaintiffs and the Trust Loans Settlement Class, on one hand, and the Trust Parties and Trustees, on the other hand, in accordance with the terms set forth herein; and

WHEREAS, U.S. Bank National Association and Wilmington Trust Company have entered into this Agreement in their respective Representative Capacities on behalf of the Trust Parties as indicated on the signature pages hereto in order to reduce the burdens and risks imposed upon the Trust Parties by the Missouri Cases and to preserve to the extent possible the remaining assets available for distribution to Trust Investors of the Trust Parties in accordance with the Trust Documents and to allocate the cost of the global settlement appropriately among the Trust Parties; and

WHEREAS, the Named Plaintiffs and Plaintiffs' Counsel have concluded that a global settlement with the Trust Parties on the terms stated herein will be fair, just, equitable, reasonable, adequate and in the best interests of the Named Plaintiffs and the Trust Loans Settlement Class based upon their investigation, study, negotiations and discovery taken in the Missouri Cases, and taking into account the contested issues involved, the expense and time necessary to prosecute each of the Missouri Cases against the Trust Parties through trial, the delays and the risks and costs of further prosecution of the Missouri Cases against the Trust Parties, the uncertainties of complex litigation, the benefits to be received pursuant to this Settlement, and the fact that the Non-Trust Loans Borrowers will continue to pursue their claims on the Missouri Second Mortgage Loans in the Missouri Cases against the defendant lenders, assignees and servicers other than the Trust Parties and other Released Persons as defined herein; and

WHEREAS, the parties have agreed that the Named Plaintiffs will commence a lawsuit

in the Circuit Court of Jackson County, Missouri (the “Court”) upon execution of this Agreement in order to consolidate and efficiently resolve in a single proceeding the numerous MSMLA claims being asserted against the Trust Parties and Trustees with respect to the Trust Loans in the Missouri Cases (the “Litigation”); and

WHEREAS, the Parties acknowledge and agree that this Agreement constitutes a global compromise in settlement of the claims and causes of action that have been or could be raised by the Named Plaintiffs and any of the Trust Loans Settlement Class Members against any of the Trust Parties and other Released Persons as to the Trust Loans in both the Litigation and the Missouri Cases, but shall in no way release, discharge or affect the existing or future claims, causes of action, remedies, and/or rights to relief of (1) any members of the Trust Loans Settlement Class who timely opt-out of and exclude themselves from the Settlement as provided in this Agreement; (2) the Non-Trust Loans Borrowers; or (3) the Named Plaintiffs and Trust Loans Settlement Class Members against any person, association or entity other than the Released Persons; and.

NOW THEREFORE, the Parties, each intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, do hereby agree, subject to approval of the Court of this Agreement and the satisfaction of the other Approval Conditions, that the Released Claims against the Released Persons are fully and finally compromised and settled as follows:

1. Denial of Liability; No Admissions

The Parties are entering into this Agreement for the sole purpose of resolving vigorously disputed claims that have arisen between them and in the interest of avoiding the burdens, expense, and risks of further litigation. By entering into any preliminary settlement discussions,

agreeing to the terms of this Agreement, or seeking the approval of this Settlement, the Parties are not making any admissions or concessions, whatsoever, with respect to any claims or defenses alleged or asserted, or any factual or legal assertions in the Missouri Cases or the Litigation. Neither this Agreement nor any of its terms or provisions nor any of the negotiations between the Parties or their counsel shall be construed as an admission or concession by any of the Parties or their counsel of anything whatsoever including, but not limited to, any of the following: (i) the alleged violation or breach of contract or duty, any alleged fraud, misrepresentation or deception, or any alleged violation of any federal, state, or local law, rule, regulation, guideline or legal requirement (or any other applicable law, rule, regulation, guideline or legal requirement); or (ii) the merits of any defenses that the Trust Parties or the Trustees asserted or could have asserted. Except as necessary in a proceeding to enforce the Agreement, the Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding for any purpose, including any effort to establish: (a) any liability or admission on the part of the Released Persons or their respective parent or subsidiary companies, or to establish the existence of any condition constituting a violation of or non-compliance with any federal, state, local or other applicable law, rule, regulation, guideline or other legal requirement; (b) the truth or relevance of any fact alleged by the Named Plaintiffs; (c) the existence of any class alleged by the Named Plaintiffs; (d) the propriety of class certification if the Missouri Cases or the Litigation were to be litigated rather than settled; (e) the validity of any claim or any defense that has been or could have been asserted in the Missouri Cases or the Litigation; (f) that the consideration to be given to the Trust Loans Settlement Class Members hereunder represents the amount which could be or would have been recovered by any such persons after trial; or (g) the propriety of class certification in any other proceeding or action.

The Parties expressly agree that, in the event the Settlement does not become final and effective because the Approval Conditions are not satisfied, no Party will use or attempt to use any conduct or statement of any other Party in connection with this Agreement, or any effort to seek approval of the Agreement, to affect or prejudice any other Party's procedural or substantive rights in any litigation. The Trust Parties and Trustees expressly reserve all procedural and substantive rights and defenses to all claims and causes of action and do not waive any such rights or defenses in the event that the Approval Conditions are not satisfied.

2. **Definitions**

As used in this Agreement, the following terms shall be defined as set forth below:

2.1 **Active Loan.** "Active Loan" means any Trust Loan which is owned by a Trust that is included within a Trust Party, subject to Indentures where appropriate, and which has not been fully paid as of the Effective Date.

2.2 **Administrative Costs.** "Administrative Costs" for each Trust Party means all fees and expenses payable to the Trustees in any relevant capacity, other trustees of the Trusts, servicers, attorneys, and other service providers that are accrued or incurred directly or indirectly on or after the Effective Date of this Agreement in connection with the administration of this Agreement or under the relevant Trust Documents.

2.3 **Aggregate Valid Claim Amount.** "Aggregate Valid Claim Amount" means the aggregate dollar amount of all Valid Claim Amounts.

2.4 **Allocated Attorney's Fees Award Amount.** "Allocated Attorney's Fees Award Amount" means the dollar amount calculated for each Trust Party by multiplying the Litigation Costs Factor for that Trust Party by the gross amount of the attorney's fees awarded by the Court pursuant to Section 11(c).

2.5 Allocated Maximum Settlement Cash Amount. “Allocated Maximum Settlement Cash Amount” for each Trust Party means a dollar amount calculated by (i) multiplying the Total Litigation Costs Amount by the Litigation Costs Factor for that Trust Party; then (ii) adding an amount equal to (a) the total of all Valid Claim Amounts attributable to the Trust Loans that were sold, assigned or conveyed to any Trusts included within that Trust Party minus (b) the total of all principal indebtedness deemed fully paid pursuant to Section 4(f) with respect to those Trust Loans for that Trust Party; and (iii) adding an amount equal to the interest received by that Trust Party on Active Loans after May 31, 2011, that must be returned to Trust Loans Settlement Class Members as set forth in Section 4(f).

2.6 Approval Conditions. “Approval Conditions” means all of the conditions precedent to the effectiveness of this Agreement set forth in Section 17.

2.7 Available Trust Assets. “Available Trust Assets” means for each Trust Party the cash held by one or both of the Trustees in their Representative Capacity for that Trust Party that would otherwise be available for distribution to Trust Investors; provided, however, that “Available Trust Assets” shall not include: (a) the Administrative Costs of the Trust Party; and (b) for those Trust Parties that are parties to the June 17, 2010 Settlement Agreement executed in the lawsuit styled *Bryant v. Rosslare Funding, Inc.*, No. 2002-042(B) (Cir. Ct. Greene Co., AR) (the “Bryant Settlement”), amounts required to be paid pursuant to the Bryant Settlement.

2.8 Claim. “Claim” means an attempt by a Trust Loans Settlement Class Member to obtain a Trust Loans Settlement Class Member Payment and/or the satisfaction of any outstanding indebtedness claimed to be owed on an Active Loan through the submission of a Claim Form pursuant to the Settlement. “Claim” includes an original Claim and any amendments or corrections thereto.

2.9 **Claim Amount.** “Claim Amount” means the settlement compensation payable with respect to each Trust Loan relating to a person (or persons) listed on **Exhibit F**, either in cash or by deeming as paid in full any principal indebtedness remaining due on an Active Loan, if the Trust Loan is the subject of a Valid Claim. The Claim Amount for each Trust Loan shall be set forth on **Schedule 4** and shall be calculated by: (i) calculating the sum of the challenged loan fees paid with respect to the Trust Loan, the interest paid with respect to the Trust Loan, and an additional amount representing prejudgment interest accruing at the rate of 9% per year on the challenged loan fees from the date of the Note and on the interest paid amounts from the actual or estimated date of payment, all as shown on **Schedule 4** (which amounts may have been modified from the amounts shown on **Schedule 3** as a result of any challenges made pursuant to Section 9(j)); (ii) dividing that sum as calculated in subsection (i) by the total of all challenged loan fees, interest paid, and claimed prejudgment interest with respect to all Trust Loans as shown on **Schedule 4**; and then (iii) multiplying that quotient by the Maximum Distributable Amount.

2.10 **Claim Form.** “Claim Form” means the form that must be used to make a Claim, a copy of which is attached hereto as **Exhibit B**.

2.11 **Class Counsel.** “Class Counsel” shall mean Plaintiffs’ Counsel, Walters Bender Strohbehn & Vaughan, P.C., 2500 City Center Square, 1100 Main Street, Kansas City, Missouri 64105.

2.12 **Class Mail Notice.** “Class Mail Notice” means a document in a form substantially the same as that attached hereto as **Exhibit A**.

2.13 **Class Member.** “Class Member” means a “Trust Loans Settlement Class Member” as defined in Section 2.55 below

2.14 **Effective Date.** The “Effective Date” is the date when all of the Approval Conditions set forth in Section 17 have been satisfied or waived in writing to the extent that they may be waived under applicable law and the Settlement thereby becomes effective in all respects.

2.15 **Estimated Claim Amount.** “Estimated Claim Amount” means the estimate of the settlement compensation payable with respect to each Trust Loan relating to a person (or persons) listed on **Exhibit F**, either in cash or by deeming as paid in full any principal indebtedness remaining due on an Active Loan, if the Trust Loan is the subject of a Valid Claim. The Estimated Claim Amount for each Trust Loan, other than Non-Qualifying Loans, shall be set forth on **Schedule 3** and shall be calculated by: (i) calculating the sum of the challenged loan fees paid with respect to the Trust Loan, the interest paid with respect to the Trust Loan, and an additional amount representing prejudgment interest accruing at the rate of 9% per year on the challenged loan fees from the date of the Note and on the interest paid amounts from the actual or estimated date of payment, all as shown on **Schedule 3**; (ii) dividing that sum by the total of all challenged loan fees, interest paid and claimed prejudgment interest with respect to all Trust Loans listed on **Schedule 3**; and then (iii) multiplying that result by \$37,135,210.79, which is equal to the Gross Settlement Amount less the amount of incentive awards, litigation expenses and costs, and attorney’s fees that the Court will be asked to approve pursuant to Sections 11(a), 11(b) and 11(c) and less the Estimated Claim Amounts for Non-Qualifying Loans. The Estimated Claim Amount for each Non-Qualifying Loan (a Trust Loan that was not subject to the MSMLA because the interest rate charged on the loan was less than 10% or because the loan documents show the loan did not violate the MSMLA’s prohibition against excessive fees) shall be set forth on **Schedule 3** and shall be \$250.00.

2.16 **Final Approval Date.** The “Final Approval Date” means the date on which the Final Approval Order is entered.

2.17 **Final Approval Order.** “Final Approval Order” means an Order of the Court in a form substantially the same as that attached hereto as **Exhibit D**, finally approving this Agreement and the Settlement pursuant to Mo. Rule 52.08.

2.18 **Final Hearing Date.** “Final Hearing Date” means the date set by the Court for the hearing on final approval of the Settlement.

2.19 **Final Judgment.** “Final Judgment” means a Judgment of the Court in a form substantially the same as that attached hereto as **Exhibit E**.

2.20 **Gross Settlement Amount.** “Gross Settlement Amount” means \$68,300,000.00 to be made available for distribution under the Settlement subject to the adjustments and limitations set forth herein.

2.21 **Indentures.** “Indentures” means any trust indentures or other indentures pursuant to which any of the Trusts issued indebtedness to Trust Investors and for which one of the Trustees has or does serve as indenture trustee in a Representative Capacity.

2.22 **Initial Net Distributable Settlement Amount.** “Initial Net Distributable Settlement Amount” means the Initial Net Settlement Amount less the attorney’s fees to which Plaintiffs’ Counsel are entitled pursuant to Section 11(c).

2.23 **Initial Net Settlement Amount.** “Initial Net Settlement Amount” means the Initial Payment and any interest earned on said amount while in the Settlement Fund, less the incentive awards and award of litigation expenses approved by the Court pursuant to Sections 11(a) and (b).

2.24 **Initial Payment.** “Initial Payment” means the \$30,000,000 payment made by the

Trust Parties pursuant to Section 4(c) of this Agreement.

2.25 **Litigation.** “Litigation” means the class action lawsuit that the Named Plaintiffs will file against the Trust Parties and Trustees in the Circuit Court of Jackson County, Missouri upon execution of the Agreement pursuant to Section 6 below.

2.26 **Litigation Classes.** “Litigation Classes” means the putative or certified classes of Missouri second mortgage borrowers alleged by the plaintiffs and/or defined by the Courts in the Missouri Cases.

2.27 **Litigation Costs Factor.** “Litigation Costs Factor” for each Trust Party means the numerical factor set forth on **Exhibit H** with respect to that Trust Party, which has been calculated by adding the total outstanding principal balance of loans held within that Trust Party, as those amounts are reflected in the servicer information received by the Trust Parties for the distribution date in the period ending May 31, 2012, and the Available Trust Assets held in the form of cash with respect to that Trust Party as of May 31, 2012, and dividing that amount by the sum of the total outstanding principal balance of loans held within all of the Trust Parties, as those amounts are reflected in the same servicer information, and the Total Available Trust Assets held in the form of cash with respect to all of the Trust Parties.

2.28 **Maximum Distributable Amount.** “Maximum Distributable Amount” means the Gross Settlement Amount less the Total Litigation Costs Amount.

2.29 **Missouri Cases.** “Missouri Cases” means the following lawsuits pending in Missouri: *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 Associates Mortgage Co.*, 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-FJG (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.).

2.30 **Missouri Second Mortgage Loan.** “Missouri Second Mortgage Loan” means a mortgage loan of the type defined in § 408.231.1 RSMo that is or was secured in whole or in part by a junior, second or subordinated interest in residential real estate located in the state of Missouri.

2.31 **Named Plaintiffs.** “Named Plaintiffs” means the individuals identified on **Schedule 1**, and each of them, and any person(s) claiming by, through and/or under any or all of them.

2.32 **Net Settlement Amount.** “Net Settlement Amount” means the Gross Settlement Amount less: (a) any incentive awards approved by the Court and paid to the Named Plaintiffs pursuant to Section 11(a); and (b) any litigation expenses approved by the Court and awarded to

Class Counsel pursuant to Section 11(b).

2.33 **Non-Trust Loans Borrower.** “Non-Trust Loans Borrower” means any member of any of the Litigation Classes in any of the Missouri Cases who obtained a Missouri Second Mortgage Loan that was **not** a Trust Loan, provided, however, that if such person also obtained a Trust Loan, that person shall be considered a Non-Trust Loans Borrower only with respect to the Missouri Second Mortgage Loan that was not a Trust Loan. “Non-Trust Loans Borrower” includes, but is not limited to, Named Plaintiffs James and Jill Baker, Jeffrey A. and Michelle A. Cox, William L. and Linda A. Springer, Michael P. and Shellie Gilmor, Michael E. and Lois A. Harris, Leo E. Parvin, Jr., Ted and Raye Ann Varns, James G. Wong, Daniel and Wanda Jensen, Terry M. Brooks, Samuel Smith, Jr. and the following additional plaintiffs in the Missouri Cases: Shirley D. Morrow, Mark and Thomasina Shipman, Kevin and Susan Schaefer, David and Nicole Warkentien, Patricia Ann Worthy, Derrick and Alethia Rockett, William and Carole Hudson, James and Kathleen Woodward, Jeffrey Weathersby, Debra Mooney, Joseph and Amy Black, DeAnthony Thomas and Susan Jelinek-Thomas, as to their October 5, 1998 Missouri Second Mortgage Loan, Steven M. Rich, George Bennett, Michael and Yolanda Lorge, Alan R. and Jackie Parks, Donn A. Wright and Theresa A. Klein-Wright, Bradley and Paula Beal, Alfred Celia, Vicki Musgrave, Patrick and Natalie Nasi, David and Stacy Plocek and Terry and Lesa Rapaich.

2.34 **Periodic Payment Date.** “Periodic Payment Date” shall mean the 15th day of each calendar month commencing with the first calendar month following the Effective Date.

2.35 **Plaintiffs’ Counsel.** “Plaintiffs’ Counsel” means, Walters Bender Strohhahn & Vaughan, P.C., 2500 City Center Square, 1100 Main Street, Kansas City, Missouri 64105.

2.36 **Preliminary Approval Order.** “Preliminary Approval Order” means an Order

of the Court preliminarily approving the Settlement, conditionally or preliminarily certifying a class for settlement purposes, directing the issuance of a class notice and scheduling a settlement hearing in accordance with Mo. Rule 52.08, in a form substantially similar to that attached hereto as **Exhibit C**.

2.37 **Releasors.** "Releasors" means 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. Krones, 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. The Releasors shall not include any of the following: (a) any members of the Trust Loans Settlement Class, whether or not identified on **Exhibit F**, who opt out of and exclude themselves from the Settlement in accordance with Section 12; and (b) the Non-Trust Loans Borrowers, including but not limited to the Named Plaintiffs identified as a Non-Trust Loans Borrower in Section 2.33 above. It is understood that the releases to be given by the Named Plaintiffs and other Releasors shall only release the Released Persons from the Released Claims, and nothing more, as provided herein.

2.38 **Released Persons.** "Released Persons" shall mean the following: (a) the Trust Parties, U.S. Bank National Association in its individual capacity, and Wilmington Trust Company in its individual capacity, together with the affiliates parent companies, and subsidiary

companies listed on **Exhibit G**; (b) all Trust Investors; (c) all underwriters of any securities issued by the Trusts to past or present Trust Investors, but solely as to the Trust Loans; (d) the Cityscape Home Loan Owner Trusts 1997-2, 1997-3 and 1997-4 (the “Terminated Cityscape Trusts”) along with: (i) all trust indenture arrangements evidenced by any indenture to which the Terminated Cityscape Trusts were parties; (ii) U.S. Bank National Association and Wilmington Trust Company in their individual capacities and in their relevant Representative Capacities on behalf of the Terminated Cityscape Trusts, related trust indenture arrangements, or any registered or beneficial holders of any residual interest, certificate or note issued by any of the Terminated Cityscape Trusts; and (iii) all registered or beneficial holders of any residual interest, certificate or note issued by any of the Terminated Cityscape Trusts; (e) all other trustees, co-owner trustees, grantor trustees, indenture trustees, paying agents, administrators, loan servicers and other entities who provided services to the Trusts or who served any role under the applicable Trust Documents, including Wells Fargo Delaware Trust Company, N.A. as Owner Trustee of the Republic Bank Home Loan Owner Trusts 1997-1 and 1998-1, but solely as to the Trust Loans; (f) any person, association, or entity to whom any of the Trusts or Trust Parties sold, assigned, or conveyed the Trust Loans, and any subsequent purchaser or assignee of the Trust Loans; (g) any loan servicer who serviced the Trust Loans after they were conveyed to another person, association, or entity by any of the Trusts or Trust Parties; and (h) said Released Persons’ respective past and present officers, directors, shareholders, employees, attorneys (including any consultants hired by counsel), accountants, insurers, heirs, executors, and administrators, and any predecessors, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the term “Released Persons” **does not include any of the following**: (i) U.S. Bank National Association ND; (ii) U.S. Bank National Association as the trustee, indenture trustee,

owner trustee or co-owner trustee of any trusts other than the Trusts, other trusts included within the definition of Trust Parties or the Terminated Cityscape Trusts, or in its individual capacity as the purchaser, assignee, owner or holder, servicer and/or master servicer of any loans other than the Trust Loans; (iii) Wilmington Trust Company as the trustee or owner trustee of any trusts other than the Trusts or individually as the purchaser, assignee, owner or holder, servicer and/or master servicer of any loans other than the Trust Loans; (iv) FirstPlus Bank, FirstPlus Financial, Inc., Century Financial Group, SMC Lending, Inc., Preferred Credit Corporation, First Consumers Mortgage Corporation FCMC Financial, Premier Associates Mortgage Co., American West Financial, Bann-Cor Mortgage or any other person, association and/or entity that originated or made any Missouri Second Mortgage Loans who is not a Released Person; (v) Wells Fargo Bank, N.A., including any predecessor or other companies acquired or merged into Wells Fargo, except to the extent that it is a Released Person as to a Trust Loan (e.g., Wells Fargo Delaware Trust Company, N.A. with respect to the Trust Loans); (vi) the Master Financial Defendants, Franklin Credit Management Corporation, Bank of New York Mellon, German American Capital Corporation (“GACC”), Ace Securities Corporation (“Ace”), Ace Securities Corp. Home Loan Trust 1999-A and its trustees with respect to the loans sold to, assigned to or otherwise acquired by the Ace Securities Corp. Home Loan Trust 1999-A (collectively “Ace Trust”), Sovereign Bank, and any other current and/or former defendant named in the Missouri Cases, other than the Trust Parties and the Trustees and the other Released Persons as defined herein; (vii) any person, association or entity, who is not a Released Person, that serviced any of the Trust Loans before the Trust Loans were sold, assigned, transferred or conveyed to the Trust Parties; (viii) any person, association or entity that serviced any of the loans of any of the Non-Trust Loans Borrowers as to those loans; (ix) any person, association or entity, who is not a

Released Person, to whom any of the Trust Loans were sold, assigned, transferred and/or conveyed before the sale, assignment, transference or conveyance to the Trust Parties,; or (x) any person, association or entity, who is not a Released Person, to whom any of the loans of any of the Non-Trust Loans Borrowers were sold, assigned or otherwise transferred or conveyed.

2.39 **Released Claims.** “Released Claims” means any and all claims, demands, actions, causes of action, rights, offsets, setoffs, suits, damages, lawsuits, liens, costs, surcharges, losses, attorney’s fees, expenses or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorney’s fees, costs or expenses, whether known or unknown, alleged or not alleged in the Missouri Cases or the Litigation, suspected or unsuspected, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, relate to, or arise out of any Trust Loan 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, including but not limited to, any and all claims arising out of or relating to: (1) allegations that were or could have been asserted against the Released Persons in the Missouri Cases or the Litigation in any way relating to the Trust Loans; (2) any activities of the Released Persons with respect to the Trust Loans including, without limitation, any alleged representations, misrepresentations, disclosures, incorrect disclosures, failures to disclose, acts (legal or illegal), omissions, failures to act, deceptions, acts of unconscionability, unfair business practices, breaches of contract, usury, unfulfilled promises, breaches of warranty or fiduciary duty, conspiracy, excessive fees collected, or violations of any consumer protection statute, any state unfair trade practice statute,

or any other body of case, statutory or common law or regulation, federal or state, including but not limited to the Missouri Second Mortgage Loans Act, Mo.Rev.Stat. §§ 408.231, *et seq.*, or any other similar state statute; the Truth in Lending Act, 15 U.S.C. §§ 1601, *et seq.*, and its implementing regulations, 12 C.F.R. part 226; the Home Ownership and Equity Protection Act, 15 U.S.C. §§ 1639, *et seq.*, and its implementing regulation, 12 C.F.R. part 226.31-32; the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601, and its implementing regulation, 24 C.F.R. part 3500; the Equal Credit Opportunity Act, 15 U.S.C. §§ 1691, *et seq.*, and its implementing regulation, 12 C.F.R. part 202; the Home Mortgage Disclosure Act, 12 U.S.C. §§ 2801, *et seq.*, and its implementing regulation, 12 C.F.R. part 203; the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*; the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*; the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, *et seq.*; and the Federal Trade Commission Act, 15 U.S.C. §§ 45, *et seq.*; and/or (3) any conduct undertaken by any of the Released Persons to defend the Missouri Cases or the Litigation, including but not limited to, any alleged improper discovery conduct and/or any request for sanctions in this Litigation. It is the intention of the Releasors to provide a general release of the Released Claims against the Released Persons; provided, however, that anything in this Agreement to the contrary notwithstanding, the term Released Claims does not include: (1) any claims of any kind or type by the Named Plaintiffs and/or any other Releasor against any person, association or entity that is not a Released Person, whether such claims arise out of or relate to Trust Loans or some other conduct, transaction, loan or occurrence; or (2) any claims of any kind or type by any Non-Trust Loans Borrower including, but not limited to, any claims against the Trusts and/or Trustees with respect to any Missouri Second Mortgage Loan that is not a Trust Loan,

2.40 **Representative Capacities.** “Representative Capacities” means in any relevant

representative capacity on behalf of one or more of the Trusts, Indenture trust estates or any Trust Investors pursuant to any Trust Documents, and not in an individual capacity.

2.41 **Settlement.** “Settlement” means the compromise in settlement memorialized by this Agreement.

2.42 **Settlement Amount.** “Settlement Amount” means an amount equal to the sum of the Total Litigation Costs Amount plus the Aggregate Valid Claim Amount.

2.43 **Settlement Fund.** “Settlement Fund” means the Qualified Settlement Fund established pursuant to Section 4(b).

2.44 **Settlement Fund Administrator.** “Settlement Fund Administrator” means the person who shall serve as administrator of the Settlement Fund within the meaning of Treasury Regulation 1.468B-2(k)(3).

2.45 **Settlement Hearing.** “Settlement Hearing” means the hearing on final approval of the partial class action settlement memorialized by this Agreement.

2.46 **Subsequent Attorney’s Fee Percentage Distribution Factor.** “Subsequent Attorney’s Fee Percentage Distribution Factor” means the percentage calculated by dividing the amount of any remaining unpaid Allocated Attorney’s Fee Award Amount for a Trust Party by the sum of: (a) the remaining unpaid Allocated Attorney’s Fee Award Amount; and (b) the remaining unpaid portion of the Aggregate Valid Claim Amount attributable to that Trust Party. Reasonable adjustments to this formula may be made by the Settlement Fund Administrator to account for the lack of Initial Payments by three of the Trust Parties.

2.47 **Subsequent Periodic Net Distributable Settlement Amount.** “Subsequent Periodic Net Distributable Settlement Amount” means any Subsequent Periodic Net Settlement Amount less the attorney’s fees to which Plaintiffs’ Counsel are entitled pursuant to Section 11(c) and Section 20(i).

2.48 **Subsequent Periodic Net Settlement Amount.** “Subsequent Periodic Net

Settlement Amount” means the amount of any Subsequent Periodic Payment made by a Trust Party, and any interest earned on said amount while held in the Settlement Fund.

2.49 **Subsequent Periodic Payments.** “Subsequent Periodic Payments” means the payments made by the Trust Parties pursuant to Section 4(e).

2.50 **Total Litigation Costs Amount.** “Total Litigation Costs Amount” means the total of the incentive awards, the award of litigation costs and expenses, and the attorneys’ fee award approved by the Court pursuant to Sections 11(a), 11(b) and 11(c).

2.51 **Trust Documents.** “Trust Documents” means with respect to each of the Trust Parties all documents, agreements and instruments establishing the Trust or Trusts therein, relating to assets held in the Trust, relating to the administration of the Trust or its assets including the collection of loans held in the Trust, or relating to any Trust Investors, including, without limitation, all relevant and applicable trust agreements, pooling and servicing agreements, servicing agreements, Indentures, notes, mortgages and certificates and the like, including all documents and agreements in favor of an indenture trustee.

2.52 **Trust Investors.** “Trust Investors” means the past and present registered and beneficial holders of any residual interest, certificate or note issued by any of the Trusts included within a Trust Party, including notes issued pursuant to an Indenture.

2.53 **Trust Loan.** “Trust Loan” means any Missouri Second Mortgage Loan that was purchased by, assigned to, or otherwise acquired by a Trust or Trust Party, or any one or more of them at any time. A Trust Loan does not include any Missouri Second Mortgage Loan not held by any of the Trust Parties that was purchased by, conveyed or assigned to, or otherwise acquired or owned or serviced by U.S. Bank National Association ND and/or U.S. Bank National Association in an individual capacity to own as its own investment interest as opposed to any

capacity relating to any of the Trust Parties.

2.54 Trust Loans Settlement Class. “Trust Loans Settlement Class” shall have the meaning set forth in Section 3(a) below. The “Trust Loans Settlement Class” does not include any person who was not an obligor on (i.e., did not sign a Note for) a Trust Loan, provided, however, that if a member of the Trust Loans Settlement Class has 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.

2.55 Trust Loans Settlement Class Member. “Trust Loans Settlement Class Member” (also “Class Member”) means a member of the Trust Loans Settlement Class who does not timely opt out of the Settlement pursuant to Section 12 below. If a Trust Loans Settlement Class Member has 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 Trust Loans Settlement Class Member’s heir, representative, bankruptcy trustee, successor or assign also shall be deemed a Trust Loans Settlement Class Member.

2.56 Trust Loans Settlement Class Member Payment. “Trust Loans Settlement Class Member Payment” means the allocated portion of the Initial Net Distributable Settlement Amount and any Subsequent Periodic Net Distributable Settlement Amount to be paid to each Trust Loans Settlement Class Member pursuant to the Settlement.

2.57 Trust Parties’ Counsel. “Trust Parties’ Counsel” means Dorsey and Whitney LLP., 50 South Sixth Street, Suite 1500, Minneapolis, MN 55402, and Rasmussen, Willis,

Dickey & Moore, LLC, 9200 Ward Parkway, Suite 400, Kansas City, MO 64114.

2.58 **Trust Party(ies)** “Trust Party(ies)” means all of the Trusts, other than the Terminated Cityscape Trusts, together with: (a) all related trusts that are beneficially owned by those Trusts and any trust indenture arrangements evidenced by any Indenture for which one of the Trustees serves as indenture trustee in a Representative Capacity as of the date of this Agreement; and (b) the Trustees solely in their relevant Representative Capacities under any of the Trust Documents, and not individually, whether as trustee, co-owner trustee, owner trustee, grantor trustee, indenture trustee, paying agent, administrator or otherwise, relating to the administration of any Trust Party or its assets or to the extent of serving any other role under the applicable Trust Documents. A specific “Trust Party” shall mean a specific Trust together with: (a) all related trusts that are beneficially owned by it and any trust indenture arrangement evidenced by an Indenture relating to the issuance of notes to Trust Investors of that Trust for which one of the Trustees serves or has served as indenture trustee in a Representative Capacity; and (b) the Trustees solely in their relevant Representative Capacities under any of the Trust Documents, and not individually, whether as trustee, owner trustee, co-owner trustee, grantor trustee, indenture trustee, paying agent, administrator or otherwise, relating to the administration of any Trust Party or its assets or to the extent of serving any other role under the applicable Trust Documents. Each Trust Party is identified on **Schedule 2**.

2.59 **Trustee Approval Order.** “Trustee Approval Order” shall have the meaning set forth in Section 8 hereof.

2.60 **Trustees.** “Trustees” shall mean U.S. Bank National Association and Wilmington Trust Company, and each of them, solely in their respective Representative Capacities relative to the Trust Parties and not in their respective individual capacities unless

expressly provided otherwise..

2.61 **Trusts.** “Trusts” means the FirstPlus Home Loan Trust 1996-2, the FirstPlus Home Loan Owner Trusts 1996-3, 1996-4, 1997-1, 1997-2, 1997-3, 1997-4, 1998-1, 1998-2, 1998-3, 1998-4, and 1998-5, the Empire Funding Grantor Trusts 1997-5, 1998-1, 1998-2, 1998-3, and 1999-1, the Empire Funding Home Loan Owner Trusts 1997-1, 1997-2, 1997-3, 1997-4, 1997-5, 1998-1, 1998-2, 1998-3, 1999-1, the Republic Bank Home Loan Owner Trusts 1997-1 and 1998-1, the 125 Home Loan Owner Trust 1998-1, the Cityscape Home Equity Loan Trust, Series 1997-B, the Cityscape Home Equity Loan Trust, Series, 1997-C, and the Cityscape Home Loan Owner Trusts 1997-2, 1997-3 and 1997-4, and each of them.

2.62 **Valid Claim.** “Valid Claim” means a Claim submitted on a Claim Form furnished to the Class Member for his or her Trust Loan that: (a) is mailed or delivered to Class Counsel within the time prescribed in Section 9(f); (b) includes copies of any required documentation as set forth below in this Section; and (c) is signed by the Class Member (or his or her heir, representative, successor or assign); provided, however, that if a Class Member became a debtor in bankruptcy under Chapter 7 or 13 after obtaining his or her Trust Loan, a Claim Form may be signed by either the debtor Class Member or the bankruptcy trustee to be a Valid Claim. If subject to a challenge pursuant to Section 9(i) and 9(k), Mr. McLeod will determine whether or not a Claim is a Valid Claim pursuant to Section 9(f). A Claim Form mailed or delivered to Class Counsel after the time prescribed in Section 9(e) cannot be a Valid Claim. In the event there was (or is) more than one obligor on the Note for any Trust Loan, all such borrower and co-borrower Class Members (or if deceased their heirs, representatives, successors or assigns), must sign a Claim Form (separately signed Claim Forms will be accepted) for the Claim to be a Valid Claim; provided, however, that if a Class Member became

a debtor in a bankruptcy case under Chapter 7 or Chapter 13 after obtaining his or her Trust Loan, a Claim Form may be signed by either the Class Member or the bankruptcy trustee to be a Valid Claim. If an heir, representative, successor or assign of a deceased Class Member signs a Claim Form, a copy of the death certificate of the Class Member and an affidavit, declaration or other documentation showing the authority of any such heir(s), representative(s), successor(s) or assign(s) to sign the Claim Form must be provided within the time prescribed by Section 9(f) for the Claim to be a Valid Claim. If a representative, successor or assign of a Class Member other than a deceased Class Member signs a Claim Form, he or she must within the time prescribed in Section 9(f) provide a copy of the Power of Attorney, Order, or other documentation showing his or her authority to sign the Claim Form for the Claim to be a Valid Claim; provided, however, that any bankruptcy trustee signing a Claim Form shall not be required to provide any such Orders or other documentation for the Claim to be a Valid Claim. Claim Forms may be corrected or amended notwithstanding the fact that the Class Member's original claim submission may have been challenged or the subject of a dispute resolved under Section 9, but any such corrected or amended Claim Forms must be timely mailed or delivered to be a Valid Claim. For purposes of this Agreement, a Claim Form: (a) shall be deemed to have been "mailed" to Class Counsel on the date postmarked, if mailed via the United States Postal Service, or on the date delivered to any commercial courier service (e.g., Federal Express, UPS, DHL, etc.) for delivery to Class Counsel; and (b) shall be deemed to have been "delivered" to Class Counsel on the date that it is delivered to and received by an individual employed by Class Counsel.

2.63 **Valid Claim Amount.** "Valid Claim Amount" means the Claim Amount of a Class Member who has submitted a Valid Claim.

3. **Certification of the Trust Loans Settlement Class**

a. The Parties agree that the Court should certify and approve the following class of persons for purposes of settlement only:

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**, 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 (defined herein as the "Trust Loans Settlement Class").

b. A list of the members of the Trust Loans Settlement Class who are currently known to be or to have been obligors on (i.e., signed the Notes as borrowers or co-borrowers for) the corresponding Trust Loans and the last known mailing address of each is attached to this Agreement as **Exhibit F**. The Trust Parties, other than Wilmington Trust Company in its Representative Capacities, and each of them, represent, warrant and declare with respect to the portion of Exhibit F relating to that Trust Party that it has acted in good faith and has employed its best efforts and due diligence in identifying the members of the Trust Loans Settlement Class that are members of the Litigation Classes and that, to the best of its knowledge, each of the persons identified on **Exhibit F** is or was an obligor on (i.e., signed the Note as borrower or co-borrower for) the corresponding Trust Loan; provided, however, that the accuracy of **Exhibit F** is presumptive and may be rebutted by affidavit, declaration or other documentation. Class Counsel and the Named Plaintiffs acknowledge and agree that, to the best of their knowledge, the Trustees and the Trust Parties have acted in good faith and have employed their respective best efforts and due diligence in identifying the members of the Trust Loans Settlement Class that are members of the Litigation Classes. Although attached to the Agreement, the Parties shall file **Exhibit F** with the Court under seal to protect the private and confidential nature of the borrowers' personal information and data. Trust Loans Settlement Class Members will be bound

by the release provisions of this Settlement to the extent set forth herein, whether or not they are listed on **Exhibit F**.

c. **Exhibit F** shall constitute the list of individuals to whom the notice of the Settlement and Lawsuit shall be mailed pursuant to Mo. Rule 52.08 and Section 9(a) below. Prior to mailing the notice to the Class, Plaintiffs' Counsel shall: (i) have the right to update the addresses on **Exhibit F** as deemed necessary in their discretion by use of the United States Postal Service's National Change of Address database or some other address database service (e.g., Accurint, Intelius, TLO); and (ii) update **Exhibit F** to include the bankruptcy trustee information provided pursuant to Section 5(b). Plaintiffs' Counsel shall provide a dated update of **Exhibit F** to Trust Parties' Counsel, which the Parties will file with the Court under seal and which shall be deemed part of this Agreement. The Trust Parties at their own expense shall provide additional notice of the Litigation and Settlement by publication pursuant to Mo. Rule 52.08 and Section 9(d).

d. Any members of the Trust Loans Settlement Class who do not timely exclude themselves from the Settlement as provided herein shall be a Trust Loans Settlement Class Member.

4. Settlement Consideration

a. Subject to the satisfaction of all Approval Conditions, each Trust Party agrees severally (and not jointly) to deem paid and satisfied principal indebtedness of Active Loans as required by Section 4(f) and further agrees severally (and not jointly) to pay cash settlement consideration in accordance with this Agreement solely from Available Trust Assets in an amount up to but not in excess of its Allocated Maximum Settlement Cash Amount. The total consideration to be paid by all Trust Parties through the satisfaction of principal indebtedness

and the payment of cash consideration shall not exceed the Settlement Amount; provided, however, that in addition to the Settlement Amount, the Trust Parties shall refund by paying to the Settlement Fund all of the interest collected or received on any Active Loans after May 31, 2011 to the Class Members who paid such interest pursuant to Section 4(f). No Trust Party shall be responsible to deem paid and satisfied the principal indebtedness of Active Loans held by a Trust not included within that Trust Party, and no Trust Party shall be responsible to pay, reimburse or contribute any portion of the Allocated Maximum Settlement Cash Amount of any other Trust Party. The cash payment obligation of each Trust Party is expressly limited to Available Trust Assets of such Trust Party and there shall be no recourse or liability for the payment of such obligation from any other source.

b. Each Trust Party shall pay its respective portion of the Initial Payment and all Subsequent Periodic Payments to the Settlement Fund. The Trust Parties shall make the Initial Payment and all Subsequent Periodic Payments via wire transfer to the Settlement Fund pursuant to written instructions received from the Settlement Fund Administrator. If the Settlement Fund Administrator does not provide wiring instructions on or before the Final Approval Date, the deadlines for making the payments identified in this Section 4(b) shall be extended by the length of the delay in providing the wiring instructions. Class Counsel shall establish the Settlement Fund at Missouri Bank and Trust Company of Kansas City within ten (10) business days after entry of the Preliminary Approval Order, subject to subsequent funding in accordance with this Agreement. The parties intend that the Settlement Fund will qualify as a Qualified Settlement Fund under Section 468B of the Internal Revenue Code of 1986, as amended (the "Code"), the Settlement Fund shall be established, operated and managed in accordance with Treasury Regulations Sections 1.468B-1 to 1.468B-5, and all transfers of cash or property to or from the

Settlement Fund shall be made in compliance with such Treasury Regulations. The Settlement Fund Administrator shall make all payments required to be made to Class Counsel, the Named Plaintiffs and Class Members pursuant to the terms of this Agreement, pay all taxes imposed on the income of the Settlement Fund, and arrange for the preparation and filing of all tax reports, tax forms and tax returns required to be filed by the Settlement Fund, including all Forms 1099. All taxes on the income of the Settlement Fund, and all costs and expenses related to the opening, operation, management and closing of the Settlement Fund, shall be paid solely out of the Settlement Fund. All distributions from the Settlement Fund shall be made by the Settlement Fund Administrator in accordance with the terms of this Agreement. The Trust Parties and the Trustees have no responsibility for or liability with respect to the investment, allocation or distribution of funds of the Settlement Fund; the determination, administration, calculation, or payment of claims or distributions from the Settlement Fund; the payment or withholding of any taxes or the filing of any tax returns, forms or notices with respect to the income of or distributions from the Settlement Fund. Each Trust Party shall supply to the Settlement Fund Administrator the statement described in Treasury Regulation Section 1.468B-3(e)(2), 26 C.F.R. § 1.468B-3(e)(2), no later than February 15th of the year following each calendar year in which that Trust Party (or some other person on behalf of that Trust Party) makes a transfer to the Settlement Fund.

c. Within one (1) business day after the Final Approval Date, each Trust Party shall wire transfer at its own expense to the Settlement Fund the dollar amount set forth on **Schedule 2** representing its portion of the Initial Payment which amount shall reduce the remaining Allocated Maximum Settlement Cash Amount for each Trust Party on a dollar for dollar basis for the amount so transferred.

d. The funds deposited in the Settlement Fund pursuant to Section 4(c), including any interest earned on said funds, shall be returned to the Trust Parties in the respective deposit amounts set forth in **Schedule 2**, in the event the Agreement is rescinded, terminated, or vacated, or if the Effective Date does not occur for any reason.

e. On each Periodic Payment Date, each Trust Party shall deposit by wire transfer all Available Trust Assets received by the Trust Party through the last day of the preceding calendar month to the Settlement Fund until the total cash amount paid with respect to this Agreement, including that Trust Party's contribution to the Initial Payment, shall equal that Trust Party's Allocated Maximum Settlement Cash Amount, at which time that Trust Party shall have no further payment obligations under this Agreement.

f. On the Effective Date or the date on which all challenges to the Claims are resolved, whichever is later, all principal indebtedness outstanding with respect to each Active Loan relating to a Valid Claim and held by a Trust that is included within a Trust Party, whether or not subject to an Indenture, shall be deemed paid and satisfied by the Trust Party that includes the Trust owning that Active Loan. Said principal amounts so deemed paid and satisfied shall reduce the amounts that remain owing with respect to the Valid Claim Amounts of the Trust Loans Settlement Class Members and shall be subject to the payment of attorney's fees as provided in Section 20(h). As of the Effective Date or five (5) business days of the date on which all challenges to the Claims are resolved, whichever is later, the Trust Parties shall inform the servicers of any Active Loans of the substance of this Agreement and request that they take appropriate steps in accordance with the loan servicer's normal practices to: (i) reflect satisfaction in full of all mortgage indebtedness and to release the lien of any mortgage associated with Active Loans relating to Valid Claims as of the Effective Date; and (ii)

discontinue the collection of any interest on Active Loans relating to Valid Claims after the Effective Date. The Trust Parties shall return any interest collected or received on any such loans after May 31, 2011 to the members of the Trust Loans Settlement Class who paid such interest by payment to the Settlement Fund pursuant to Section 4(b). The failure of any servicer to deem an Active Loan as fully paid and to reflect such satisfaction in full of the mortgage indebtedness relating to said Active Loan shall be deemed a breach of this Agreement by the Trust Parties and Trustees if such failure is not corrected after notification to the Trust Parties' Counsel and the expiration of a reasonable cure period after notification is received.

g. The Trust Parties' counsel have provided in further consideration of the Settlement to Plaintiffs' Counsel in writing servicer information for each of the Trust Parties indicating the aggregate principal balances of the loans held by them, whether subject or not subject to liens under applicable Indentures, as of the dates indicated thereon. If Plaintiffs' Counsel determines both that the aggregate principal balance of loans exceeded the represented balance and that the Trust Parties falsified the servicer information or caused the servicer to misrepresent the aggregate principal balances of the loans, the Allocated Maximum Settlement Cash Amount of the Trust Party to which the excess is attributable shall be increased by the amount of the excess.

h. Notwithstanding anything herein to the contrary, the payment obligations of the Trust Parties under this Agreement are several, and not joint and are not obligations of the Trustees in their individual capacity.

i. Subject to the Approval Conditions, the Releases granted under this Agreement to the Released Persons are absolute and final and shall remain fully effective even if the Available Trust Assets of any Trust Party are not sufficient to fund that Trust Party's Allocated Maximum

Settlement Cash Amount in its entirety. Each Trust Party shall be responsible only for compliance with that Trust Party's own separate obligations under this Agreement. The sole remedy for the failure of any Trust Party to pay any amount required hereunder or to deem satisfied the principal indebtedness of an Active Loan as required hereunder shall be equitable or legal relief seeking to compel that Trust Party to pay the amount required or to deem satisfied the principal indebtedness, and the Agreement shall remain in full force and effect. In no event shall the Class Members or Plaintiffs' Counsel have any recourse against any Released Person other than the Trust Parties, with respect to the amounts due or the satisfaction of indebtedness under this Agreement and shall only have recourse against the Trust Parties to the extent of Available Trust Assets.

5. Loan Data and Documents

a. **Schedule 3** attached hereto sets forth for each Trust Loan made to a person identified on **Exhibit F**: (i) a calculation of what is claimed as having been paid with respect to that Trust Loan in challenged loan fees; (ii) a calculation of what is shown by the payment histories as having been paid with respect to that Trust Loan in interest; (iii) an amount representing prejudgment interest accruing at the rate of 9% per year on the challenged loan fees from the date of the Note and on the interest paid amounts from the actual or estimated date of payment; and (iv) the Estimated Claim Amount, calculated as set forth in Section 2.15. The stated calculations of challenged loan fees, interest paid by the borrower(s), prejudgment interest claims, and the Estimated Claim Amounts have been derived from the loan data provided by the servicers or, in the absence of such data, on the calculation of Plaintiffs' Counsel and their economic consultants, both of which shall be deemed by the Parties to be accurate and admissible for purposes of the Settlement.

b. Within fourteen (14) days of the date on which the Agreement is executed, the Trust Parties, other than Wilmington Trust Company in its Representative Capacities, shall deliver to Plaintiffs' Counsel a listing of those persons identified on **Exhibit F** who became a debtor in a bankruptcy case under Chapter 7 or Chapter 13 after obtaining their Trust Loan from the originating lender. Said listing shall identify for each such bankruptcy the venue and case number of the proceeding and the name and address of any trustee(s). The information to be provided by the Trust Parties, other than Wilmington Trust Company, in its Representative Capacities shall be based on their good faith inquiry and diligent review of available records. The names and addresses of any trustees identified shall be added to **Exhibit F**.

6. Commencement of the Litigation

The Parties agree that the Named Plaintiffs shall commence the Litigation upon execution of the Agreement. The Trust Parties and the Trustees agree that they shall not seek to remove the Litigation to federal court or encourage others to do so. The Litigation shall be the vehicle through which the numerous MSMLA claims being asserted against the Trust Parties and the Trustees in all relevant capacities in the Missouri Cases with respect to the Trust Loans can be consolidated and thereby efficiently and expeditiously settled and resolved in a single proceeding pursuant to the terms and conditions of this Agreement.

7. Preliminary Approval Order

Within twenty (20) days of the date on which this Agreement is executed, the Named Plaintiffs shall file a motion in the Litigation requesting the Court to enter a Preliminary Approval Order substantially similar to **Exhibit C**, which shall:

a. Certify the proposed Trust Loans Settlement Class pursuant to Mo. Rule 52.08 for settlement purposes;

- b. Preliminarily approve the Settlement and Agreement as fair, reasonable and adequate under Mo. Rule 52.08 subject to a final determination by the Court;
- c. Approve the appointment of the Named Plaintiffs as representatives of the Trust Loans Settlement Class for settlement purposes;
- d. Approve the appointment of Plaintiffs' Counsel as "Class Counsel" for the Trust Loans Settlement Class for settlement purposes;
- e. Approve a form of notice of the Litigation and Settlement substantially similar to the Class Mail Notice attached as **Exhibit A** to be mailed by first-class mail to the persons identified on the updated **Exhibit F**;
- f. Approve a form of "Publication Notice" attached as **Exhibit I** to be paid for by the Trust Parties and Trustees in addition to the amounts they have agreed to pay under Section 4 above;
- g. Approve a form for making claims substantially similar to the Claim Form attached as **Exhibit B**;
- h. Direct Class Counsel to mail the approved form of mailed notice and claim form to the persons identified on the updated **Exhibit F** at the stated addresses within five (5) days after entry of the Preliminary Approval Order;
- i. Direct the Trust Parties and Trustees to publish the "Publication Notice" attached as **Exhibit I** in accordance with Section 9(d);
- j. Establish a procedure for the members of the Trust Loans Settlement Class to opt out of the Settlement and setting a date, approximately sixty (60) days after the mailing of the Class Mail Notice, after which no member of the Trust Loans Settlement Class shall be allowed to opt out of the Trust Loans Settlement Class;

k. Establish a procedure for Trust Loans Settlement Class Members to make a Claim under the Settlement and setting a date, approximately one hundred and twenty (120) days after the mailing of the Class Mail Notice, for Trust Loans Settlement Class Members to mail or deliver their Claim Forms to Class Counsel, after which date a Claim cannot be deemed a Valid Claim;

l. Establish a procedure for the Trust Loans Settlement Class Members to appear at the Fairness Hearing and/or object to the Settlement and setting a date, approximately sixty (60) days after the mailing of the Class Mail Notice, after which no Trust Loans Settlement Class Members shall be allowed to object;

m. Establish a procedure for the Trust Loans Settlement Class Members to intervene in the Litigation and setting a date, approximately sixty (60) days after the mailing of the Class Mail Notice, after which no Trust Loans Settlement Class Member shall be allowed to intervene;

n. Schedule a hearing for final approval of the Agreement and the Settlement (the "Fairness Hearing");

o. Stay the Litigation until further order of the Court, other than as may be necessary to effectuate the Settlement and carry out the terms of the Agreement or the responsibilities related or incidental thereto; and

p. Contain such other and further provisions consistent with the terms and provisions of this Agreement as the Court deems advisable.

8. Trust Investor Notice and Court Instruction

Plaintiffs consent to disclosure of this Agreement (except for the portions designated to be filed with the Court under seal) by the Trust Parties to the current Trust Investors and other persons determined to be appropriate by the Trustees in connection with the administration of

their duties under the Trust Documents. This Agreement is subject to: (a) the rights of the Trustees to provide notice of this Agreement to the current Trust Investors in accordance with the Trust Documents, (b) the right of any current Trust Investor to object to the terms of this settlement in one or more trust instruction proceedings to be commenced by the Trustees or to direct the Trustees pursuant to the Trust Documents, and (c) entry of one or more final orders in form and substance satisfactory to the Trustees authorizing or instructing them to enter into and perform this Agreement on behalf of the Trust Parties and to the extent applicable, the current Trust Investors (the "Trustee Approval Order"). Within five (5) business days after entry of the Preliminary Approval Order, the Trustees in their Representative Capacities shall provide notices of this Agreement to the current Trust Investors regarding this Agreement that will indicate their intention to seek the Trustee Approval Order and will inform them of applicable rights to object thereto. Such notices shall not affect the rights of Class Members under this Agreement. Unless and until the Trustee Approval Order is entered or the requirement therefor is waived by the Trustees in writing, this Agreement shall not be submitted to the Court for final approval. This is a global settlement for all Trust Parties and Trustees as to all Trust Loans. If the Trustee Approval Order cannot be obtained for any Trust Party for any reason (including as a result of the exercise of a right any current Trust Investor may have under the Trust Documents or applicable law to direct one or more of the Trustees with respect to the Settlement or otherwise object to the consummation of the Settlement following receipt of notice of the proposed Settlement or otherwise) or the requirement therefor has not been waived by the Trustees in writing or if there is another legal impediment to the implementation of this Agreement by the Trustees for all Trust Parties, then this Agreement shall not become effective and the Releases and the remaining portions of this Agreement shall be terminated and deemed null and void as

provided in Section 18 below. Nothing in this Agreement shall modify the Trust Documents, provided that the Available Trust Assets shall be paid out pursuant to this Agreement as provided herein and in accordance with the Trustee Approval Order. The Trustees and the Trust Parties reserve all rights under the Trust Documents with respect to any proceedings related to the Trustee Approval Order.

9. **Notice to Class, Claims Process and Claims Administration**

a. Within five (5) days of the Preliminary Approval Order, Class Counsel shall mail a Class Mail Notice substantially in the form attached as **Exhibit A**, to the Trust Loans Settlement Class as identified on the updated **Exhibit F**, together with a Claim Form substantially in the form attached as **Exhibit B**. Class Counsel shall prepare and include with the Class Mail Notice a separate Claim Form for each Trust Loan obtained by the persons to whom the Class Mail Notice is sent. Plaintiffs' Counsel shall have discretion to re-format the Class Mail Notice and/or Claim Form in any reasonable manner to minimize processing and mailing costs and for the sake of clarity, but shall in no way alter or change the wording or content of either the Class Mail Notice or Claim Form without prior approval of the Trust Parties and the Court. In the case of any inconsistency between the Class Mail Notice and this Agreement, this Agreement shall control.

b. Class Counsel will promptly re-mail any returned Class Mail Notices, with Claim Forms, to any current address discovered or disclosed after mailing. To the extent any Class Mail Notices and Claim Forms are returned, Class Counsel shall undertake reasonable efforts to locate a current address and promptly re-mail the Class Mail Notices and Claim Form(s) to the new address.

c. Among other things, the Class Mail Notice shall inform members of the Trust

Loans Settlement Class that they have (i) sixty (60) days from the date on which the Class Mail Notice and Claim Form was mailed to them to exclude themselves from the Settlement as provided in Section 12 below; (ii) one hundred twenty (120) days to timely make a Valid Claim as provided in Section 9(f); and (iii) sixty (60) days from the date on which the Class Mail Notice was mailed to them to object to the Settlement or intervene as provided in Section 13.

d. As soon as practicable after the Preliminary Approval Order, Trust Parties and Trustees shall publish the "Publication Notice" attached hereto as Exhibit I one time in newspapers of general distribution in the State of Missouri.

e. Except as otherwise provided herein, and with the exception of the cost of publishing the "Publication Notice" pursuant to Section 9(d), Class Counsel shall incur and pay all claims processing and settlement administration costs and expenses including, but not limited to, the costs associated with verifying any last known addresses provided by the Trust Parties, the costs of printing and mailing the Class Mail Notice and Claim Form, the cost of providing extra Claim Forms, the costs of modifying or establishing a website and/or mailing address and toll free number for borrowers to use, the time and expense needed to receive, process, review and determine the validity of all Claims submitted, the time and expense to be incurred in responding to borrower inquiries and requests, handling returned mail, calculating, processing and mailing Class Member payments, preparing any requisite IRS Form 1099's for the Class Member payments, and any Settlement Fund Administrator fees.

f. Trust Loans Settlement Class Members shall have one hundred twenty (120) days from the deadline for mailing the Class Mail Notice to mail or deliver their Claim Forms to Class Counsel.

g. Class Counsel shall catalog all Claims submitted by Trust Loans Settlement Class

Members and shall, as soon as reasonably possible after the receipt of the Claim Forms, periodically provide copies of the submitted Claim Forms in electronic form to the Trust Parties.

h. Class Counsel may contact any Class Member with regard to the Settlement or Agreement. Class Counsel may contact any Class Member who submits an incomplete or unsigned Claim Form and may advise any such Class Member to submit a corrected or amended Claim Form.

i. Class Counsel shall review the Claims as submitted by Trust Loans Settlement Class Members and shall provide written lists to Trust Parties' Counsel to identify those Claims that Class Counsel determines to be Valid Claims for payment (referred to as a "Valid Claims List"). Within twenty-one (21) days of receiving any such Valid Claims List, the Trust Parties shall provide Class Counsel with a written list of any Claim identified on the Valid Claims List that the Trust Parties challenge as not being a Valid Claim. The Parties shall confer as soon as is reasonably practicable and attempt to resolve the challenge. If a resolution cannot be reached within five (5) business days of the challenge, any of the Parties shall submit the challenge to Rich McLeod for final determination as provided in Section 9(k) below. Such challenges must be submitted to Mr. McLeod within fourteen (14) business days of the impasse or be forever waived. The Trust Parties shall have the right to challenge a Claim only on the grounds that the Claim is fraudulent, that a Claim Form has not been signed and submitted by every Class Member who must sign the Claim Form for the Claim to be a Valid Claim pursuant to Section 2.62, that the person executing the Claim Form is not the heir, representative, bankruptcy trustee, successor or assign of a Class Member, that the person signing the Claim Form as the heir, representative, bankruptcy trustee, successor or assign of a Class Member has not provided the documentation required pursuant to Section 2.62 with respect to their authority to sign the Claim

Form, or that the Claim Form is not timely. The Trust Parties may not challenge a Claim for any other reason including, without limitation, any challenge that (i) a claimant's Trust Loan was not a junior or "second" mortgage loan, (ii) a claimant's loan was a "business" loan, or otherwise exempted from the provisions of the MSMLA, (iii) a claimant failed to correct or complete the borrower or co-borrower contact information in the Claim Form; (iv) a Claim Form was signed by a non-Class Member provided that the Claim Form was signed by every Class Member who must sign the Claim Form for the Claim to be a Valid Claim pursuant to Section 2.62; or (v) the Estimated Claim Amount as calculated by Class Counsel and shown on **Schedule 3** is incorrect. The limitations and procedures set forth in this Section 9(i) shall apply to each Valid Claims List that Class Counsel provides.

j. Class Counsel and/or any Class Member may at any time before a Valid Claim is submitted for payment pursuant to Section 9(f) above, challenge the accuracy of the loan data as submitted by the Trust Parties and/or the Estimated Claim Amount for a Trust Loan. Any such challenge may be based on Class Counsel's or the Class Member's own information and investigation and/or on consultations with and information obtained from any other person having knowledge of such data or to whom the data relates. Class Counsel shall promptly apprise the Trust Parties of any such challenge and provide all supporting documents and the Parties shall confer as soon as is reasonably practicable and attempt to resolve the challenge. If a resolution cannot be reached within five (5) business days of the challenge, the Parties shall submit the challenge to Rich McLeod for final determination as provided in Section 9(k) below. Such challenges must be submitted to Mr. McLeod for resolution and decision within five (5) business days of the impasse or be forever waived.

k. Any unresolved challenges to a Claim must be submitted to Rich McLeod within

the specified times for final determination. Absent a request by Mr. McLeod or an agreement of the Parties, which shall at all times act in good faith, any challenge submitted to Mr. McLeod shall be resolved within five (5) business days of submission. The challenger shall bear the burden of persuasion and proof to cause Mr. McLeod to decide the challenge in its favor. All challenges shall be presented through written statements, documentary evidence, and/or affidavits, or as Mr. McLeod may otherwise require; provided, however, that under no circumstances shall the appearance of any Class Member be required or compelled and, absent an agreement of the Parties, no non-documentary discovery shall be allowed. Documents presented in conjunction with a dispute need not be admissible in evidence so long as the contents are found by Mr. McLeod to be reliable. The Parties shall bear and pay their own attorney's fees and expenses incurred with respect to all challenges. A Party who does not prevail on any challenge shall pay for the time and expenses of Mr. McLeod in resolving the challenge in addition to any other sums payable by the non-prevailing Party under the Agreement. The determinations of Mr. McLeod shall be final and binding on the Parties, and without any right of further challenge or appeal. Any determination by Mr. McLeod that alters the amount of any Class Member's Estimated Claim Amount shall be reflected in the Claim Amounts set forth on **Schedule 4**. If for whatever reasons Mr. McLeod is unable or refuses to serve in the capacity contemplated by the Agreement, or to resolve a challenge within the specified time, the Parties shall jointly request the Court to appoint a substitute arbiter to resolve the challenge in lieu of Mr. McLeod in accordance with the terms of the Agreement.

1. Any Claims identified by Class Counsel as a Valid Claim on any Valid Claims List that the Trust Parties do not timely challenge, and any challenged Claim that is determined to be a Valid Claim, shall be paid from the Settlement Fund, which shall be funded by the Trust

Parties within the time prescribed in Section 4 above.

m. Each Trust Loans Settlement Class Member shall be bound by the Settlement, this Agreement, and the Releases, whether or not she or he submits a Claim or Valid Claim.

10. Releases

a. On the Effective Date, in exchange for the agreement by the Trust Parties to deem indebtedness satisfied and to pay amounts to the Settlement Fund pursuant to the terms and conditions of this Agreement, and for other good and valuable consideration, each of the Releasers, by operation of this Release and the judgment set forth in the Final Order and Judgment, 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 any and all of the Released Persons of and from any and all Released Claims, (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. The Parties agree that the Released Persons will suffer irreparable harm if any Class Member takes action inconsistent with this Section 10, and that, in such event, the Released Persons may seek an injunction as to such action without further showing of irreparable harm.

b. The Releasers acknowledge and agree that they are aware that they may hereafter discover material or immaterial facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Releases, but that it is their intention to, and they do hereby, upon the Effective Date of this Agreement, fully, finally and forever settle and release each and every of the Released Persons from each and every Released Claim,

known or unknown, suspected or unsuspected, accrued or not accrued, contingent or matured, which now exist, may hereafter exist, or may heretofore have existed, without regard to the subsequent discovery or existence of such different or additional facts.

c. Subject to Court approval, each Class Member shall be bound by this Agreement and all of their 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 this Section 10 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.

11. Incentive Award and Attorney's Fees and Costs

a. The Named Plaintiffs, and each of them, may petition the Court for the payment of an incentive award in a total amount not to exceed the respective amounts stated on **Schedule 1** for the Named Plaintiffs in recognition of services rendered for the benefit of the Trust Loans Settlement Class throughout the course of the Missouri Cases and the Litigation. Any such incentive award shall be in addition to the amount to be paid on the Named Plaintiffs' individual Claims. The amount of any incentive awards approved by the Court, and any interest attributable to said amount while in the Settlement Fund, shall be paid to the Named Plaintiffs from the funds on deposit in the Settlement Fund as of the Effective Date and deducted, along with any litigation expenses and costs awarded under Section 11(b) to determine the Initial Net Settlement Amount. The Trust Parties will not object to any of the Named Plaintiffs' respective applications for, or receipt of, incentive awards in the above-stated amounts. To the extent the Court approves an incentive award in an amount less than any of the "not to exceed" amounts

stated above, the difference, and any interest attributable to said amount while in the Settlement Fund, shall be included in and treated as a part of the Initial Net Settlement Amount.

b. Class Counsel and/or the Named Plaintiffs may petition the Court for an award of litigation expenses and costs with respect to the Missouri Cases, the Litigation and this Settlement not to exceed \$493,434.92. The amount of any such award and any interest attributable to said amount while in the Settlement Fund shall be paid to Class Counsel from the funds on deposit in the Settlement Fund as of the Effective Date and deducted, along with any incentive awards approved by the Court under Section 11(a), to determine the Initial Net Settlement Amount. The Trust Parties will not object to Class Counsel's and/or the Named Plaintiffs' application for, or receipt of, an award of litigation expenses and/or court costs in the above amount. To the extent the Court awards litigation expenses and/or costs in an amount that is less than the "not to exceed" amount stated above, the difference and any interest attributable to said amount while in the Settlement Fund shall be included in and treated as a part of the Initial Net Settlement Amount.

c. Class Counsel and/or the Named Plaintiffs may also petition the Court for a total award of attorney's fees not to exceed forty-five percent (45%) of the Net Settlement Amount. The percentage fee award to be paid to Class Counsel shall be calculated on the Net Settlement Amount regardless of the number or dollar amount of Valid Claims that are submitted by the Trust Loans Settlement Class Members and regardless of the amounts paid by the Trust Parties under this Agreement. The attorney's fees awarded to Class Counsel shall be paid in increments from the Settlement Fund as set forth in Section 20(b) and Section 20(i). Solely for purposes of calculating the amount of any fee payment to which Class Counsel is entitled, the amount of any principal indebtedness deemed paid and satisfied by the Trust Parties for any Active Loans shall

be deemed a payment in cash to the Class Member allegedly owing such indebtedness and the portion of the attorney's fees attributable to the loan shall be calculated as if the Class Member had received the amount of the indebtedness forgiven and discharged in cash. The Trust Parties will not object to Class Counsel or the Named Plaintiffs' application for, or receipt of, an award of attorney's fees as herein provided. To the extent the Court awards attorney's fees in an amount that is less than the "not to exceed" amount stated above, the difference and any interest attributable to said amount while in the Settlement Fund, shall be included in and treated as a part of the Initial Net Settlement Amount and Subsequent Periodic Net Settlement Amount(s) as the case may be.

12. Opt Outs/Exclusion from the Settlement

a. Procedure for Opt Outs. The deadline for exclusion requests shall be set forth in the Preliminary Approval Order. Any exclusion request (opt out) must be in writing and include the name, address, telephone number, and last four digits of the Social Security Number of each individual seeking to opt out and a statement that the individual is a member of the Trust Loans Settlement Class and that he or she and all co-borrowers named on the individual's promissory note is (are) seeking exclusion from the Settlement. Any exclusion request must be personally signed by each person (borrower) who signed the promissory note in connection with the subject Trust Loan, unless such person has died or in some other way voluntarily or involuntarily transferred his or her rights under the Trust Loan. In that event, the heir, representative, successor or assign of such person must sign the exclusion request and submit sufficient documentation showing his, her or its authority to sign. If the Class Member became a debtor in a bankruptcy case under Chapter 7 or Chapter 13 after obtaining his or her Trust Loan, the bankruptcy trustee may submit an exclusion request. The bankruptcy trustee must sign the

exclusion request and submit a copy of an Order or other such official notice pursuant to which he or she has been appointed and is currently acting as a bankruptcy trustee with the authority to sign the exclusion request. Any exclusion request must include a reference to the Litigation, “Beaver v. U.S. Bank National Association, Case No. _____” and be mailed to:

R. Frederick Walters
Walters Bender Strohbehn & Vaughan, P.C.
2500 City Center Square
1100 Main Street
Kansas City, MO 64105
(on behalf of the Trust Loans Settlement Class)

and

Peter W. Carter
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402
(on behalf of certain of the Trust Parties and Trustees)

and

Randy Willis
Rasmussen, Willis, Dickey & Moore, LLC
9200 Ward Parkway
Suite 400
Kansas City, MO 64114
(on behalf of certain of the Trust Parties and Trustees)

To be considered timely and effective, an exclusion request must be received on or before the date established by the Court in the Preliminary Approval Order. No person may opt out of the Settlement by having an actual or purported agent or attorney submit an exclusion request on said person’s behalf. Nor may an exclusion request be submitted or made on behalf of any group of persons. Each member of the Trust Loans Settlement Class who does not submit an exclusion

request substantially in compliance with this Section 12 shall be included in the Trust Loans Settlement Class and be deemed a Trust Loans Settlement Class Member. For purposes of determining timeliness, an exclusion request shall be deemed to have been submitted when received by either Class Counsel or Trust Parties' Counsel. On or before the date of the Final Approval Hearing, Class Counsel shall provide the Court with a list of all persons who have timely and adequately filed a request to be excluded from the Settlement.

b. Validity of Opt-Outs. The Parties shall agree as to whether a communication from a Class Member is a successful Opt-Out. Any Party may dispute the validity of an Opt-Out or purported Opt-Out. In the event of a dispute, the Court will decide the issue after notice and hearing. Plaintiffs' Counsel shall, after such agreement and resolution of any disputes, create and deliver to Trust Parties Counsel a "Final Opt-Out List," which shall identify all Successful Opt-Outs, and be attached to the Final Approval Order. Any Class Member who does not submit a timely Opt-Out, and otherwise comply with all requirements for opting out as provided in this Agreement or as otherwise ordered by the Court, or who otherwise does not qualify as a successful Opt-Out, shall be bound by this Agreement, this Settlement and the Releases.

c. Effect of Opt Outs. Subject to Court approval, all members of the Trust Loans Settlement Class who do not timely opt out of the Settlement shall be deemed Trust Loans Settlement Class Members and shall be bound by this Agreement and the Released Claims shall be dismissed with prejudice and deemed released as of the Effective Date, even if a Trust Loans Settlement Class Member did not receive actual notice of the Litigation or Settlement.

d. Bankruptcy Trustees. In instances where a member of the Trust Loans Settlement Class became a debtor in a bankruptcy case under Chapter 7 or 13 after obtaining his, her, or their Trust Loan, and said class member opts out of the Settlement, the Chapter 7 or 13

bankruptcy trustee also shall be deemed to have opted out of the Settlement. Conversely, if the Chapter 7 or 13 bankruptcy trustee opts out of the Settlement, the class member also shall be deemed to have opted out. If neither the member of the Trust Loans Settlement Class nor the Chapter 7 or 13 bankruptcy trustee opts out of the Settlement, both shall be bound by the Release provisions of Section 10.

e. Excessive Opt Outs. If the aggregate amount of the Estimated Claim Amounts of those persons deemed to have timely and adequately excluded themselves from the Settlement exceeds \$1 million in the aggregate, then the Trust Parties, acting jointly and in their sole discretion, may rescind and cancel this Agreement, in which event each and every obligation under the Agreement shall cease to be of any force and effect, and this Agreement and any orders entered in connection therewith shall be vacated, rescinded, canceled, and annulled. If the Trust Parties exercise this option, the Parties shall return to the status quo in the Missouri Cases, the Litigation shall be dismissed without prejudice by consent of the Parties as if the Parties had never entered into this Agreement or commenced the Litigation, and any Party may reassert their claims against the other Party or Parties as provided in Section 18. In addition, and in such event, this Agreement and all negotiations, court orders and proceedings relating thereto, shall be deemed as being without prejudice to the rights or claims of the Parties, and any evidence of or relating to the Settlement, this Agreement and all negotiations shall be non-discoverable and inadmissible in the Missouri Cases or otherwise. The Trust Parties must provide Class Counsel with written notice of their intent to exercise the option afforded to them pursuant to this Section 12(e) at least five (5) days before the Final Hearing Date or be forever barred from doing so, provided that the Final Hearing Date shall be at least twenty (20) days after the deadline to opt out.

13. Objections to the Settlement/Intervention

a. Procedure for Objections. Any Trust Loans Settlement Class Member who wishes to object to the Settlement or to the incentive awards or the awards of expenses, costs or attorney's fees must file a written notice of objection with the Court as provided below (the "Notice of Objection") on or before the date established by the Court in the Preliminary Approval Order. For purposes of determining timeliness, a Notice of Objection shall be deemed to have been submitted when filed with the Clerk of the Court. Copies of the Notice of Objection also must be delivered to the following on or before the date for filing an objection as stated in the Preliminary Approval Order:

R. Frederick Walters
Walters Bender Strohhbehn & Vaughan, P.C.
2500 City Center Square
1100 Main Street
Kansas City, MO 64105
(on behalf of the Trust Loans
Settlement Class)

and

Peter W. Carter
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402
(on behalf of certain of the Trust Parties and
Trustees)

and

Randy Willis
Rasmussen, Willis, Dickey & Moore, LLC
9200 Ward Parkway
Suite 400
Kansas City, MO 64114
(on behalf of certain of the Trust Parties and
Trustees)

The Notice of Objection must be in writing, and shall specifically include:

- (i) The name, address, and telephone number of the class member filing the objection;
- (ii) A statement of each objection asserted;
- (iii) A detailed description of the facts underlying each objection;
- (iv) Any loan documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;
- (v) If the objector is represented by counsel, a detailed description of the legal authorities supporting each objection;
- (vi) If the objector plans to utilize expert opinion and/or testimony as part of the objection(s), a written expert report from all proposed experts;
- (vii) If the objector plans to call a witness or present other evidence at the hearing, the objector must state the identity of the witness and identify any documents by attaching them to the objection and provide any other evidence that the objector intends to present;
- (viii) A statement of whether the objector intends to appear at the hearing;
- (ix) A copy of any exhibits which the objector may offer during the hearing; and
- (x) A reference to the Litigation: "Beaver v. U.S. Bank National Association, Case No. _____."

Attendance at the final hearing is not necessary. Any Trust Loans Settlement Class Member who does not make his or her objection in the manner provided above shall be deemed to have waived such objection and shall forever be foreclosed and barred from making any objection to the fairness, adequacy, or reasonableness of the Settlement or to any provision of this Agreement.

b. Intervention. Any Trust Loans Settlement Class Member who wishes to intervene in the Litigation must file and serve his or her motion to intervene with the Court in accordance with the Missouri Rules of Civil Procedure on or before the date prescribed in the Preliminary Approval Order.

14. Certifications to the Court

a. On or before the Final Hearing Date, Class Counsel shall file with the Court in the Litigation an affidavit verifying that the court-approved Class Mail Notices have been sent by first-class mail.

b. On or before the Final Hearing Date, Class Counsel shall file with the Court an affidavit verifying that they have complied with the procedures described in Section 9(b) with respect to all Class Mail Notices returned as undeliverable.

c. On or before the Final Hearing Date, Trust Parties' Counsel shall file with the Court in the Litigation an affidavit verifying that the court-approved Publication Notice has been published.

15. Representations and Stipulations

a. The Trust Parties, other than Wilmington Trust Company in its Representative Capacities, and each of them, represent, warrant and declare that: (i) they have acted in good faith and have employed their best efforts and due diligence in identifying the members of the Trust Loans Settlement Class that are members of the Litigation Classes as listed on **Exhibit F** and in producing the loan data and documents and loan payment and payoff information from which the Estimated Claim Amounts and Claim Amounts are and will be derived; (ii) the servicer and investor reports, financial statements and other information and data regarding the loans and the Available Trust Assets of the Trust Parties provided to Plaintiffs' Counsel pursuant to the Settlement were received or prepared and used by the Trust Parties in the ordinary course of the Trust Parties' respective business and are true and exact copies of the originals; and (iii) they each have an informed and good faith belief based on the servicer reports and other available data that there are currently-paying loans in their respective loan portfolios from which

future collections and Available Trust Assets are anticipated; provided, however, that neither the Trusts nor the Trustees, individually or in any of their respective Representative Capacities, make any representation or warranty regarding the ability of any Trust Party to pay Subsequent Periodic Payments from its Available Trust Assets up to the full amount of its Allocated Maximum Settlement Cash Amount.

Based on the above, the Parties acknowledge that the ability of most of the Trust Parties to pay the Subsequent Periodic Payments as required by this Agreement will depend upon future events that are not assured to happen. The ability of each Trust Party to pay the full amount of its Allocated Maximum Cash Settlement Amount is based upon the Parties' good faith assumptions that (1) the data contained in the reports provided by the loan servicers is accurate and complete; (2) the Available Trust Assets to be produced in the future from the respective loan portfolio for each Trust Party should be at least equal to the aggregate principal amount of that portfolio; and (3) all potentially Valid Claims against that Trust Party have been identified in the Exhibits to this Agreement; provided further, however, that the ability of certain Trust Parties to pay their Allocated Maximum Settlement Cash Amount depends upon the additional assumption that the percentage of Claims to result in Valid Claims against them by way of the claims process contemplated by the Agreement will not exceed the level anticipated in good faith by those Trust Parties, in consultation with Plaintiffs' Counsel, based upon the reported and historical percentages of valid claims made by class members in similar class settlements. All holders of Valid Claims against any Trust Party that is not able to pay its full Allocated Maximum Settlement Cash Amount will receive proportionately less money under this Agreement.

b. The Parties jointly stipulate, acknowledge and agree that neither this Agreement

nor a Party's decision to negotiate and/or execute the Agreement can be used to show or establish that a Party's conduct during the Litigation, including that of counsel, gives rise to or constitutes a waiver of the attorney-client, common interest or joint defense privilege or work product doctrines.

c. The Parties jointly stipulate, acknowledge and agree for purposes of the Settlement that, based on the loan files, payment histories and other information and documents produced in the case, the Missouri Second Mortgage Loans of the Non-Trust Loans Borrowers are not Trust Loans, and thus, 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. The Parties agree that a finding and/or conclusion to this effect shall be included in the Final Approval Order, but such a finding and/or conclusion by the Court shall not in any way be deemed a holding that the Non-Trust Loans Borrowers have released any claims of any kind or type with respect to any of the Missouri Second Mortgage Loans.

d. Plaintiffs' Counsel represents, warrants and declares to the Trust Parties and Trustees that they have not been retained by any existing client or contacted by any potential client to commence a new lawsuit or pursue any claims or right of relief against the Released Persons, or any of them, with respect to any of the Released Claims and that they have not been informed of an intention on the part of any member of the Trust Loans Settlement Class to opt out of the Settlement. Plaintiffs' Counsel agrees that they will not solicit the right to legally represent any person, including any member or members of the Trust Loans Settlement Class who opt(s) out of the Trust Loans Settlement Class and Settlement, with respect to the Released Claims, but this Agreement does not (and shall not) in any way prohibit or restrict Class Counsel from undertaking such representation if requested by any such person or persons.

e. The Named Plaintiffs and Trust Loans Settlement Class Members agree to 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 relate to the Trust Loans and which were 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. The Named Plaintiffs and Trust Loans Settlement Class Members further agree to release and discharge that portion of their claims for Damages in the Missouri Cases which relate 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.

16. Final Approval Order and Final Judgment

a. The Parties agree that the hearing on the final approval of the Settlement shall not occur earlier than ninety five (95) days after entry of the Preliminary Approval Order.

b. The Named Plaintiffs and Class Counsel agree that they will request the Court to enter, after the hearing on final approval of this Agreement, a Final Approval Order substantially in the form attached as **Exhibit D**. In accordance with **Exhibit D**, the Final Approval Order will certify the Trust Loans Settlement Class as defined in Section 3(a) and find that the Settlement and Agreement are fair, reasonable, and adequate and in the best interests of the Trust Loans Settlement Class. The Final Approval Order will require the Parties to carry out the provisions of this Agreement.

c. The Named Plaintiffs and Class Counsel agree that they will request the Court to enter a Final Judgment in the Litigation in a form substantially the same as that attached as

Exhibit E after the Final Approval Hearing. In accordance with **Exhibit E**, the Final Judgment will dismiss all claims and motions of the Named Plaintiffs and Trust Loans Settlement Class Members pending against the Trust Parties and the Trustees in the Litigation on the merits and with prejudice, declare that the Trust Loans Settlement Class Members are bound by the Releases set forth in Section 10 of this Agreement as of the Effective Date, declare that 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 which relate to the Trust Loans and which were 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, declare that the Named Plaintiffs and Trust Loans Settlement Class Members shall release and discharge that portion of their claims for Damages in the Missouri Cases which relate 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, find and/or conclude that the Non-Trust Loans Borrowers cannot recover any damages, penalties or other relief from the Trust Parties or the Trustees with respect to any Missouri Second Mortgage Loans at issue in any of the Missouri Cases because said loans are not Trust Loans (which finding and/or 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), find and/or conclude that 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, and reserve continuing jurisdiction over the enforcement of this Agreement and over the Settlement Fund, the administration and distribution of the amounts in the Settlement Fund and, if necessary, vacating and/or setting aside the Final Judgment in the event the Settlement does not (or cannot) become effective pursuant to Sections 8, 12(e) or 17.

17. Effectiveness of Settlement Agreement

a. The “Effective Date” of this Agreement shall be the date when each and all of the following Approval Conditions have occurred, at which point the Settlement shall be deemed effective in all respects:

i This Agreement has been signed by the Named Plaintiffs, the Trust Parties acting through U.S. Bank National Association and Wilmington Trust Company in their Representative Capacities, Plaintiffs’ Counsel, and Trust Parties’ Counsel;

ii. A Preliminary Approval Order has been entered by the Court in a form substantially similar to that attached as **Exhibit C**, granting preliminary approval of this Agreement, and approving a form of Class Mail Notice and Published Notice, as provided in Section 9 above;

iii. The Court-approved Class Mail Notice, with Claim Form, has been duly mailed to the members of the Trust Loans Settlement Class as ordered by the Court;

iv. The Court-approved Publication Notice has been published as ordered by the Court;

v. A Final Approval Order has been entered by the Court in a form substantially similar to that attached as **Exhibit D** as provided in Section 16(b) above;

vi. A Final Judgment has been entered by the Court, in a form substantially similar to that attached as **Exhibit E**, as provided in Section 16(c) above;

vii. The Final Approval Order and the Final Judgment entered as provided in Sections 16(b) and 16(c) have become final because of (a) the expiration of the time for an appeal therefrom without any appeal having been taken or, (b) if review of the order, or any portion thereof, is sought by any person, the matter has been fully and finally resolved by the appellate court(s) and the time for seeking any higher level of appellate review has expired;

viii. All court approvals required in any of the Missouri Cases under Federal Rule of Civil Procedure 23(e) or Missouri Rule of Civil Procedure 52.08(e) have been obtained; and the courts in each of the Missouri Cases have entered the findings, conclusions and Orders set forth in Section 19, provided, however, that the Trust Parties have the right to waive the requirement that the courts in each of the Missouri Cases must enter the findings, conclusions and Orders set forth in Section 19;

ix. A final Trustee Approval Order satisfactory in form, substance, and appealability to the Trustees in their sole discretion has been entered by one or more courts acceptable to the Trustees following notice and an opportunity for Trust Investors to object, and no order has been entered prohibiting either Trustee from entering into or carrying out the terms of this Agreement on behalf of the Trust Parties, including the payments of Available Trust Assets as contemplated hereby; provided, however, that if Trustee Approval Orders acceptable to the Trustees have not been entered within one hundred eighty (180) days of the entry of the Preliminary Approval Order, or if any order prohibiting either Trustee from entering into or carrying out the terms of this Agreement on behalf of the Trust Parties is entered, then the Named Plaintiffs in their sole discretion may rescind and cancel this Agreement, in which event each and every obligation under

the Agreement shall cease to be of any force and effect, this Agreement and any orders entered in connection therewith shall be vacated, rescinded, canceled, and annulled. If the Named Plaintiffs exercise this option, the Parties shall return to the status quo in the Missouri Cases, the Litigation shall be dismissed without prejudice by consent of the Parties as if the Parties had never entered into this Agreement or commenced the Litigation, and any Party may reassert their claims against the other Party or Parties as provided in Section 18.

b. If any material portion of the Agreement, the Final Approval Order, or the Final Judgment is vacated, voided, modified, or otherwise altered by the Court or on appeal, any Party may, in its sole discretion, within seven (7) days of such ruling, declare that the Agreement has failed to become effective and the Agreement shall cease to be of any force and effect as provided in Section 18.

18. Failure of Condition

If the Settlement or Agreement fails to become effective as provided in Sections 8 or 12(e) or if any of the Approval Conditions fail to occur, then the Agreement, the conditional settlement class certification provided herein, the Settlement (including any modifications made with the consent of the Parties), and any action(s) taken or to be taken in connection therewith, shall be terminated and shall become null and void and have no further force or effect, the Preliminary Approval Order shall be vacated, the Parties shall be restored to their respective positions existing prior to the execution of this Agreement and any dismissal order or Final Judgment entered in the Missouri Cases, shall be vacated, rescinded, canceled, annulled and deemed “void” and/or “no longer equitable” and/or set aside for a reason that otherwise “justifies relief” for purposes of Mo. Rule 74.06 and Fed.R.Civ.P. 60 and the Parties shall be returned to

the status quo prior to entering into this Agreement with respect to the claims and defenses and all other aspects of the Missouri Cases as if this Agreement had never been entered into and the Litigation had never been filed, except that the provisions of Section 1 shall survive and remain binding on the Parties and effective in all respects regardless of the reasons for such failure of condition. In such event, any Party may reassert their claims against the other Party or Parties in the Missouri Cases; provided, however, that if at such time any of the Missouri Cases is or has been terminated or otherwise concluded, or if the Named Plaintiffs and/or the Trust Loans Settlement Class Members are precluded from reasserting their claims against the Trust Parties in any of the Missouri Cases after requesting the Court to allow them to do so, then such Named Plaintiffs and Trust Loans Settlement Class Members may commence a new lawsuit or proceeding against the Trust Parties, or any of them, to pursue the claims and causes of action that they are currently asserting in the Missouri Cases as if the claims had been reasserted in the Missouri Cases as stated and intended herein. If any such new lawsuits or proceedings are commenced, the Trust Parties and Trustees shall not be deemed to have waived any factual or legal defenses or arguments or any substantive or procedural rights, including the right of removal to the extent that the new lawsuit or proceeding is filed on behalf of a putative class whose members were parties to a lawsuit that had previously been successfully removed to federal court. In all such circumstances, this Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of any and all parties hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Missouri Cases or otherwise.

19. Dismissal of or Exclusion from the Missouri Cases

The Parties agree that as soon as practicable they will file the motion(s), notice(s), or

stipulation(s) necessary to voluntarily dismiss the Missouri Cases against the Settling Defendants and all other Released Persons, including the Trust Parties and Trustees, as to the Released Claims “with prejudice,” with the dismissal Orders contingent upon the satisfaction of all prerequisites for achieving the Effective Date except for the entry of the dismissal Order and with each Party to bear its own costs, and/or otherwise request the respective court to approve the dismissal of or to otherwise exclude the Trust Loans Settlement Class Members from any borrower class certified or to be certified in each case as provided herein. The Parties will request the Courts in each of the Missouri Cases to include within their respective dismissal Orders an express finding and/or conclusion to the effect that (a) per the Parties’ Settlement and stipulations herein, the Non-Trust Loans Borrowers cannot recover any damages, penalties or other relief from the Settling Defendants with respect to any of the Trust Loans before the Court (which finding and/or 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) and (b) 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.

20. Distribution of the Settlement Fund

a. Within five (5) business days of the Final Approval Date or the date on which all challenges to the Claims are resolved, whichever is later, Class Counsel shall calculate the Initial Net Settlement Amount, Initial Net Distributable Settlement Amount, and the difference between the Net Settlement Amount and the Initial Net Distributable Settlement Amount, which constitutes the initial attorney’s fee payment to be paid to Plaintiffs’ Counsel from the Initial

Payment.

b. Within two (2) business days of calculating the Initial Net Settlement Amount, the Initial Net Distributable Settlement Amount and the initial attorney's fee payment as provided above, the Settlement Fund Administrator shall pay to Class Counsel the initial attorney's fee payment due from the Initial Payment to Plaintiffs' Counsel and apprise the Trust Parties of the portion of the initial attorney's fee payment attributable to each Trust Party. The portion of the initial attorney's fee payment to be attributed to each Trust Party shall be calculated as follows: (i) subtract from the portion of the total Initial Payment made by the Trust Party as shown on **Schedule 2** an amount equal to the product obtained by multiplying the incentive and expense awards to be paid pursuant to Section 20(h) by the Litigation Cost Factor for the Trust and (ii) multiply the remaining amount by the fee percentage awarded by the Court per Section 11(c). Reasonable adjustments to this formula may be made by the Settlement Fund Administrator to account for the lack of Initial Payments by three of the Trust Parties. Class Counsel agrees to return and refund said portion of the total attorney's fees award to the Trust Parties in the event the Settlement is rescinded, terminated, vacated, or if the Effective Date does not arrive for any reason.

c. Within ten (10) business days of the Final Approval Date or the date on which all challenges to the Claims are resolved, whichever is later, Plaintiffs' Counsel shall deliver to Trust Parties' Counsel and shall file under seal with the Court a **Schedule 4**. **Schedule 4** will provide the following for each Trust Loan made to a person listed on **Exhibit F**: (i) the final calculation of the amounts paid with respect to the Trust Loan in challenged loan fees; (ii) the final calculation of the amounts paid with respect to the Trust Loan in interest; (iii) the final calculation of the prejudgment interest claim; and (iv) the Claim Amount.

d. Within two (2) business days of the Effective Date or the date on which all challenges to the Claims are resolved, whichever is later, the Trust Parties shall provide Class

Counsel with a schedule stating: (i) the principal loan indebtedness still owing with respect to the Active Loans that relate to Valid Claims; and (ii) the amount of any interest collected or received on any such loans after May 31, 2011 to be refunded to the paying Trust Loans Settlement Class Member pursuant to Section 4(f).

e. Within ten (10) business days of the Effective Date or the date on which all challenges to the Claims are resolved, whichever is later, Plaintiffs' Counsel shall provide a **Schedule 5** to Trust Parties' Counsel and shall file **Schedule 5** under seal with the Court. **Schedule 5** shall provide the following for each Trust Loan that was the subject of a Valid Claim: (i) the Valid Claim Amount for the Trust Loan (which shall be equal to the Claim Amount for that Trust Loan as listed on **Schedule 4**); (ii) the principal loan indebtedness still owing with respect to the Trust Loan if it is an Active Loan; and (iii) an amount equal to the Valid Claim Amount minus the principal loan indebtedness still owing with respect to the Trust Loan if it is an Active Loan. **Schedule 5** shall also provide the Aggregate Valid Claim Amount.

f. The Settlement Fund Administrator shall be responsible for and shall administer and oversee the distribution of Trust Loans Settlement Class Member Payments from the Settlement Fund, which shall contain the Initial Net Distributable Settlement Amount and all Subsequent Periodic Net Distributable Settlement Amounts, in accordance with this Agreement and **Schedule 5**, which shall be filed under seal with the Court to preserve and protect the privacy of the members of the Trust Loans Settlement Class, subject to such supervision and direction of the Court as may be necessary.

g. Within fifteen (15) business days of the Effective Date or five business (5) days after the date on which all challenges to the Claims are resolved, whichever is later, Trust Parties' Counsel shall provide a **Schedule 6** to Plaintiffs' Counsel and shall file **Schedule 6**

under seal with the Court. **Schedule 6** shall set forth the following for each Trust Party: (i) the Trust Party's Allocated Maximum Settlement Cash Amount; and (ii) the amount of each Trust Party's Allocated Maximum Settlement Cash Amount that remains to be paid after subtracting the amounts contributed by each Trust Party to the Initial Payment.

h. Within twenty-five (25) business days of the Effective Date or of the date on which all challenges to the Claims are resolved, whichever is later, the Settlement Fund Administrator shall: (i) deduct and pay from the Settlement Fund the incentive and expense awards approved by the Court as provided in Sections 11(a) and (b) above, together with interest; (ii) deduct and pay from the Settlement Fund the interest collected or received after May 31, 2011, that must be returned to Trust Loans Settlement Class Members as set forth in Section 4(f); (iii) pay Plaintiffs' Counsel the additional attorney's fees due on the total amount of any principal indebtedness deemed paid and satisfied by the Trust Parties for any Active Loans pursuant to Sections 4(f) and 11(c); and (iv) distribute the balance (i.e., the Initial Net Distributable Settlement Amount), together with interest, to the Class Members listed on **Schedule 5** in payment of the respective amounts due as stated on **Schedule 5**. If the amount available to be distributed to the Class Members entitled to receive such amounts is insufficient to fully pay said Class Members, each such Class Member shall be paid a pro rata portion of the amount to which he or she is entitled, or as the Court directs. In this initial distribution, the amounts remaining in the Settlement Fund from a Trust Party's Initial Payment as shown on **Schedule 2** after the initial attorney's fee payments are made to Plaintiffs' Counsel pursuant to Section 20(b) and this Section 20(h) shall be distributed pro rata among the Class Members whose Missouri Second Mortgage Loans are or were held by that Trust Party in proportion to the amounts due with respect to those Missouri Second Mortgage Loans as stated on **Schedule 5**.

i. Additional Trust Loans Settlement Class Member Payments will be made from each Subsequent Periodic Net Distributable Settlement Amount created by any Subsequent Periodic Payments. The Settlement Fund Administrator shall make any such additional Trust Loans Settlement Class Member Payments within fourteen (14) days of receiving the Subsequent Periodic Payment giving rise to a Subsequent Periodic Distributable Settlement Amount after first calculating, deducting, and paying the attorney's fees to which Class Counsel is entitled. Such subsequent attorney's fees payments shall be made at the same time as payments are made to Class Members and shall be in amounts equal to the Subsequent Periodic Net Settlement Amount multiplied by the Subsequent Attorney's Fee Percentage Distribution Factor. The Settlement Fund Administrator shall then distribute the balance (i.e., the Subsequent Periodic Net Distributable Settlement Amount) to the Class Members listed on **Schedule 5** in payment of the respective amounts due as stated on **Schedule 5**. If the amount available to be distributed to the Class Members entitled to receive such amounts is insufficient to fully pay said Class Members, each such Class Member shall be paid a pro rata portion of the amount to which he or she is entitled, or as the Court directs. In any such subsequent distribution, the amounts remaining in the Settlement Fund from a Trust Party's Subsequent Periodic Payment after the attorney's fee payment is made pursuant to this Section shall be distributed pro rata among the Class Members whose Missouri Second Mortgage Loans are or were held by that Trust Party in proportion to the amounts due with respect to those Missouri Second Mortgage Loans as stated on **Schedule 5**.

j. Each Trust Loans Settlement Class Member Payment shall be made by check drawn jointly payable to all persons who qualify as the Trust Loans Settlement Class Members with respect to the Trust Loans Settlement Class Member Payment for the respective Trust Loan;

provided, however, that the Trust Loan of any Trust Loans Settlement Class Member listed on **Schedule 5** that is an Active Loan shall be deemed paid off as of the Effective Date if a Valid Claim from the Class Member was received, and the outstanding amount of the loan principal shall be deemed paid and shall reduce the amount that remains owing with respect to that Class Member's Valid Claim Amount dollar for dollar.

k. The Settlement Fund Administrator shall mail all of the Trust Loans Settlement Class Member Payments as provided in this Section 20 directly to the Class Members at the addresses shown on the updated **Exhibit F** or, in the event that a Class Member became a debtor in a bankruptcy case under Chapter 7 or Chapter 13 after obtaining his or her Trust Loan, to the Chapter 7 or Chapter 13 trustee, with notice of said mailing to the debtor Class Member(s). The Settlement Fund Administrator will re-mail any returned checks to any new address disclosed. To the extent any check is returned, the Settlement Fund Administrator shall undertake reasonable efforts to locate a current address for said Class Member and remail the check.

l. If any Class Member refuses to accept receipt of a Trust Loans Settlement Class Member Payment check, or fails to cash a Trust Loans Settlement Class Member Payment check within thirty (30) days of receipt, Class Counsel shall undertake reasonable efforts to locate and/or contact the Class Member and inquire about receiving or cashing the check.

m. Within two hundred ten (210) days of the Effective Date, the Settlement Fund Administrator shall file a report with the Court confirming that the entirety of the Initial Net Distributable Settlement Amount was distributed to the Trust Loans Settlement Class Members as Trust Loans Settlement Class Member Payments according to **Schedule 5** and checks cashed or, if such a confirmation cannot be provided, outlining the steps that remain to return any unclaimed portion of the Initial Net Distributable Settlement Amount to the Trust Parties. The

Settlement Fund Administrator shall file a similar report with the Court within two hundred ten (210) days of the date on which any of the Trust Parties makes a Subsequent Periodic Payment pursuant to Section 4(e) above to confirm that the entirety of the Subsequent Periodic Net Distributable Settlement Amount resulting from the Subsequent Periodic Payment was distributed to those Trust Loans Settlement Class Members entitled to receive those amounts pursuant to **Schedule 5** and checks cashed or, if such a confirmation cannot be provided, explaining the efforts undertaken to distribute any unclaimed portion of the Subsequent Periodic Net Distributable Settlement Amount to the Class Members, itemizing the amount of the unclaimed portion of the Subsequent Periodic Net Distributable Settlement Amount as of the date that is one hundred eighty (180) days after the Subsequent Periodic Payment Date and verifying that the amount of any unclaimed portion shall be returned to the Trust Parties. The Settlement Fund Administrator shall return the amount of any unclaimed checks to the Trust Parties.

n. Any Class Member who receives or is deemed to have received a distribution payment pursuant to the Settlement shall be solely responsible for allocating and distributing the payment between or among all co-borrowers on his or her Trust Loan, regardless of whether the distribution check is made out to all or some of the borrowers. Class Members who receive a distribution payment pursuant to the Settlement are also solely responsible for forwarding, allocating or distributing the payment to or between or among any bankruptcy trustees or other persons to whom the Class Member may have assigned an interest in his or her Trust Loan.

o. Any Class Member who receives a distribution payment pursuant to the Settlement shall be responsible for paying any taxes due on the payment made to them.

p. The Settlement Fund Administrator shall be responsible for preparing, filing,

addressing and mailing any requisite IRS Form 1099s.

q. The Released Persons shall have no responsibility for and no liability whatsoever for or with respect to the investment, allocation or distribution of funds of the Settlement Fund, the determination, administration, calculation, or payment of Valid Claim Amounts, the payment or withholding of any taxes, the filing of any tax returns, forms, or notices with respect to the income of or distributions from the Settlement Fund, or any losses incurred in connection therewith.

r. No person shall have any claim against the Released Persons, Class Counsel, the Settlement Fund Administrator or any agent designated pursuant to this Agreement based upon any distributions made substantially in accordance with this Agreement or any Orders of the Court.

s. The Trust Parties have no obligation to pay cash amounts in excess of their respective Allocated Maximum Settlement Cash Amount. These payment obligations are limited by, among other things, the number of Class Members who submit Valid Claims, which means that the ultimate payment obligation limit of each of the Trust Parties will be reduced only to the extent that Trust Loans Settlement Class Members holding Claims fail to submit Valid Claims as contemplated by the Settlement; provided, however, that the Named Plaintiffs and Plaintiffs' Counsel shall be entitled to receive the full amount of the incentive, expense and attorney's fees awards pursuant to Section 11 above, whether or not the Trust Parties are obligated to pay the Gross Settlement Amount or some lesser amount pursuant to this Agreement, and regardless of the number of Valid Claims that are submitted by the Trust Loans Settlement Class Members.

t. Because the Trust Parties' commitment to make payments under this Agreement is subject to conditions precedent as are described in this Agreement, including the Approval

Conditions, and because the Trust Parties shall have no obligation to fund any qualified settlement fund or to pay any Trust Loans Settlement Class Member except as all conditions precedent, including the Approval Conditions, have been satisfied, and because any settlement proceeds otherwise available to any Trust Loans Settlement Class Member shall remain the property of the Trust Parties until the full satisfaction of such conditions precedent, including the Approval Conditions, the Trust Parties will not be subject to any forfeiture or additional obligation in respect to any amounts ultimately not paid in accordance with this Agreement, to any *cy pres* or comparable relief, to any unclaimed property or escheat claims or the like. The failure of any Trust Loans Settlement Class Member to be paid so long as the Trust Parties satisfy their obligations under this Agreement shall inure to the benefit of reducing the total amount the Trust Parties pay in respect to the Settlement.

21. Public Comments and Press Releases

a. Before the Motion for Preliminary Approval of Class Action Settlement is filed, neither the Parties nor any of their counsel shall issue any press release or have other communications with the media regarding the Settlement, except as required by law. After the Motion for Preliminary Approval of Class Action Settlement is filed, the Named Plaintiffs and Plaintiffs' Counsel agree that they shall not issue any press release regarding the Settlement but the Parties, including the Named Plaintiffs or Plaintiffs' Counsel, may respond to any inquiries from the press about the Settlement.

b. Nothing in this Agreement shall prohibit Plaintiffs' Counsel from: (i) contacting or communicating with Class Members about any matters including, without limitation, the Settlement, the Agreement, the Trust Loans, the Class Mail Notice, or a Claim or Claim Form; (ii) posting the Agreement or other documents, or the terms or other details of the Settlement, on

a website; or (iii) providing legal advice to their clients or to any member of the Trust Loans Settlement Class.

c. Neither the Parties nor their counsel shall make any public comments that would undermine the Settlement, adversely affect the ability of the Parties to obtain final approval of the Settlement, or disparage any other Party or counsel for any Party.

d. The Trustees in their Representative Capacities shall have the immediate right to communicate the terms of this Agreement to Trust Investors and other persons or entities they or either of them determine are appropriate to inform in connection with the administration of their obligations under the Trust Documents, provided that the information on portions of this Agreement filed under seal with the Court shall remain confidential, except as otherwise agreed by the Parties or ordered by the Court.

22. General Provisions

a. Stay of Proceedings. The Parties stipulate and agree that all proceedings in the Missouri Cases involving the Trust Loans shall be stayed until twenty (20) days after termination or purported termination of this Agreement. No such stay, however, shall prevent the filing of any motions, affidavits, and other matters needed to effectuate the Settlement.

b. Best Efforts. Plaintiffs' Counsel and Trust Parties' Counsel shall use their best efforts to effect the consummation and implementation of the settlement contemplated hereunder.

c. Ongoing Cooperation. The Parties shall work cooperatively to execute or file all documents and perform all acts necessary and proper to effectuate the terms of the Settlement and this Agreement, to obtain any court approvals required under Federal Rule of Civil Procedure 23(e) and Missouri Rule of Civil Procedure 52.08(e). If the Federal Courts require the

parties to maintain actions in Federal Court, or require the Settlement to be approved in Federal Court, the Parties agree to cooperate to obtain that approval. The execution of any documents must take place prior to the Final Hearing Date.

d. Separate Settlement. The Settlement and Agreement stand on their own and are separate and distinct from (and in no way dependent on) the settlement reached between certain other plaintiffs and U.S. Bank National Association ND and U.S. Bank National Association with respect to loans other than the Trust Loans. The ineffectiveness, termination or nullification of this Settlement or Agreement shall not in any way affect the enforceability of or otherwise cancel any other settlement, and vice versa.

e. Reservation of Rights. Nothing in this Agreement is intended to affect, limit or impair the rights of the indenture trustees, co-owner trustees, grantor trustees, owner trustees, servicers, administrators, paying agents and other service providers under the respective Trust Documents to payments and protections granted to each of them thereunder. Nothing in this Agreement shall modify any of the Trust Documents, except to the extent of the payment obligations set forth in Section 4 hereof. The Trust Parties shall continue to be administered by the Trustees in their respective Representative Capacities after the Effective Date of this Agreement.

f. Entire Agreement. This Agreement constitutes the full, complete and entire understanding and agreement of and between the Named Plaintiffs and the Trust Loans Settlement Class Members, on the one hand, and the Trust Parties, on the other hand, with respect to the Settlement and the Released Claims against the Released Persons. This Agreement supersedes any and all prior oral or written understandings, agreements, term sheets and arrangements executed or made by or between the Parties with respect to the Settlement and the

Released Claims against the Released Persons. Except for those set forth expressly in this Agreement, there are no agreements, covenants, promises, representations or arrangements between the Parties with respect to the Settlement and/or the Released Claims against the Released Persons.

g. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all Parties. This Agreement may not be verbally amended, altered, modified or waived, in whole or in part.

h. Duplicate Originals/Execution in Counterpart. The Parties, Plaintiffs' Counsel and Trust Parties' Counsel shall sign two copies of the Agreement and each such copy shall be considered an original. This Agreement may be signed in one or more counterparts. Any photocopies of the executed Agreement (including facsimile copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

i. No Reliance. Each Party to this Agreement warrants that he, she or it is acting upon his, her, or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party or Parties, other than the warranties and representations expressly made in this Agreement.

j. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the state of Missouri, without regard to conflict of laws rules. Any action to enforce the Agreement must be filed in the Circuit Court of Jackson County, Missouri. Solely for purposes of interpreting, enforcing and administering the Agreement, the Trust Parties, the Named Plaintiffs and the Trust Loans Settlement Class Members waive any objection that any such Party may now have or hereafter have as to the

venue of such suit, action, or proceeding and irrevocably consent to the jurisdiction of the Jackson County Court in any such suit, action or proceeding, and agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding.

k. Reservation of Jurisdiction. Notwithstanding the entry of a judgment on the Released Claims, the Court shall retain jurisdiction over the interpretation, effectuation, enforcement, administration, and implementation of this Agreement, including the issuance of an injunction against any actions brought by a Trust Loans Settlement Class Member in violation of the Final Judgment.

l. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

m. Mutual Preparation. This Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

n. Gender Neutrality. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.

o. No Other Financial Obligations on the Trust Parties. Other than the amounts expressly stated and provided for herein, the Trust Parties shall not be liable or obligated to pay any fees, expenses, costs or disbursements to the Named Plaintiffs, Class Counsel or the Trust Loans Settlement Class Members, either directly or indirectly, in connection with the Missouri

Cases, the Litigation or the administration of the Settlement or this Agreement. The failure of any Trust Party to pay any amount due under this Agreement shall not affect the enforceability of this Agreement and the sole remedy shall be to enforce the payment obligation in question against the Trust Party in question. Any miscellaneous settlement administration expenses of any kind shall be advanced by Class Counsel and reimbursed from the amounts in the Settlement Fund, subject to the Court's approval.

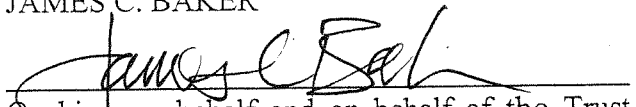
p. Authority. With respect to themselves, each of the Parties to this Agreement represents, covenants and warrants that (i) they have the full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance of this Agreement and (ii) the person executing this Agreement has the full right, power and authority to enter into this Agreement on behalf of the party for whom he/she has executed this Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Agreement provided, however, that the authority of the Trustees is limited by the Trust Documents and is further subject to Section 8 hereof.

q. Exhibits. The exhibits and schedules attached to this Agreement are incorporated herein as though fully set forth.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed as of the last date written below.

JAMES C. BAKER

Dated: AUG 13, 2012


On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

JILL S. BAKER

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

JACK L. BEAVER

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

HILDA M. BEAVER

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

DAVID R. BEEBE

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

NANCY J. BEEBE

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

JACK T. CHASTAIN, SR.

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

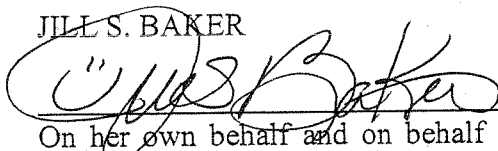
JAMES C. BAKER

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

JILL S. BAKER

Dated: 8/13, 2012



On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

JACK L. BEAVER

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

HILDA M. BEAVER

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

DAVID R. BEEBE

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

NANCY J. BEEBE

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

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Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

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Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

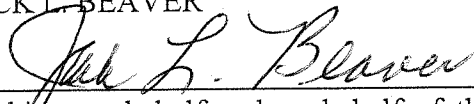
JILL S. BAKER

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

JACK L. BEAVER

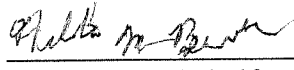
Dated: 8-13-2012



On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

HILDA M. BEAVER

Dated: 8-13-, 2012



On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

DAVID R. BEEBE

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

NANCY J. BEEBE

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

JACK T. CHASTAIN, SR.

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

JAMES C. BAKER

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

JILL S. BAKER

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

JACK L. BEAVER

Dated: _____, 2012

On his own behalf and on behalf of the Trust
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HILDA M. BEAVER

Dated: _____, 2012

On her own behalf and on behalf of the Trust
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DAVID R. BEEBE

Dated: 8-13, 2012

David R. Beebe
On his own behalf and on behalf of the Trust
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NANCY J. BEEBE

Dated: 8-13, 2012

Nancy J. Beebe
On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

JACK T. CHASTAIN, SR.

Dated: _____, 2012

On his own behalf and on behalf of the Trust
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JAMES C. BAKER

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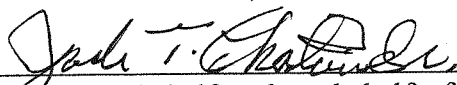
NANCY J. BEEBE

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JACK T. CHASTAIN, SR.

Dated: August 14, 2012


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DANITA S. COUCH

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Dated: 8-13, 2012

On her own behalf and on behalf of the Trust
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JEFFREY A. COX

Dated: _____, 2012

On his own behalf and on behalf of the Trust
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MICHELLE A. COX

Dated: _____, 2012

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DANIEL EMILY

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SANDRA EMILY

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MARK R. FISHER

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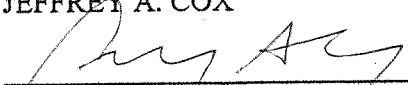
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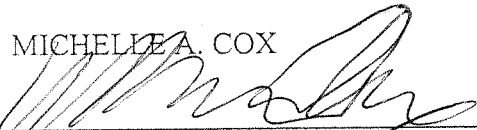
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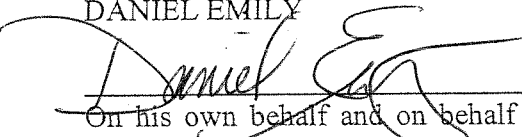
MICHELLE A. COX

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DANIEL EMILY

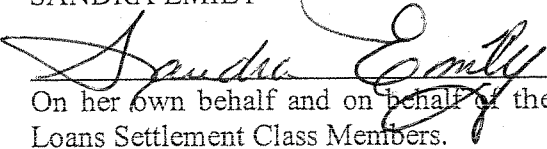
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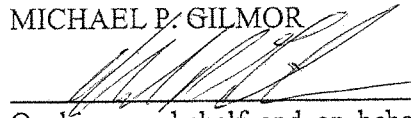
MARK R. FISHER

Dated: Aug 13, 2012

Mark R. Fisher
On his own behalf and on behalf of the Trust
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Dated: Aug 14th, 2012

MICHAEL P. GILMOR



On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

Dated: _____, 2012

SHELLIE GILMOR

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

Dated: _____, 2012

DANA S. HALL

On her own behalf and on behalf of the Trust
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Dated: _____, 2012

MELANIE D. HALL

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Dated: _____, 2012

RACHELLE HAMRICK

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MICHAEL E. HARRIS

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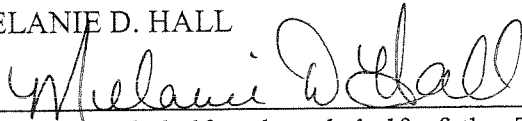
DANA S. HALL

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MELANIE D. HALL

Dated: 8/14, 2012



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Dated: Aug. 13, 2012

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MICHAEL E. HARRIS

Dated: 8-13, 2012

Michael E Harris
On his own behalf and on behalf of the Trust
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LOIS A. HARRIS

Dated: August¹³, 2012

Lois A. Harris

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

BRUCE W. JAMES

Dated: _____, 2012

On his own behalf and on behalf of the Trust
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MARY A. JAMES

Dated: _____, 2012

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DANIEL R. JENSEN

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WANDA D. JENSEN

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WILLIAM T. JONES

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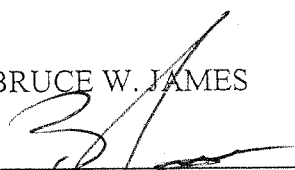
LOIS A. HARRIS

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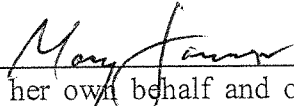
Dated: 8-13, 2012



On his own behalf and on behalf of the Trust
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MARY A. JAMES

Dated: 8-13, 2012



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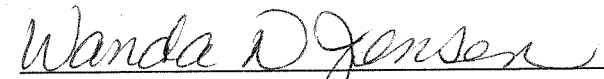
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MARION JONES

Dated: 8-13, 2012

Marion C Jones
On her own behalf and on behalf of the Trust
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THOMAS KARTMAN

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MARTIZA KARTMAN

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DOUGLAS A. KRONES

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TAMMI S. KRONES

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TERRY M. (BROOKS) LOVETT

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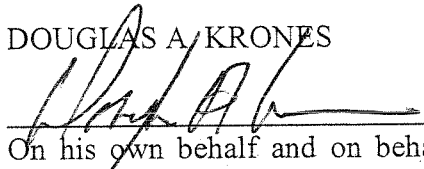
MARTIZA KARTMAN

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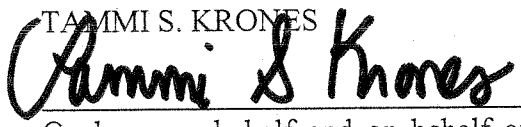
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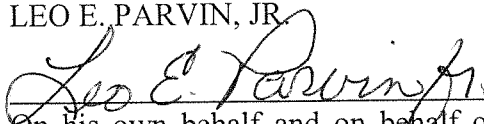
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Terry Brooks Lovett
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LEO E. PARVIN, JR.



On his own behalf and on behalf of the Trust
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Dated: 08-14, 2012

JOHN R. RUMANS

On his own behalf and on behalf of the Trust
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JEANNE E. RUMANS

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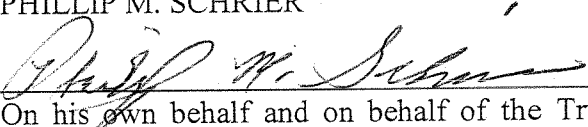
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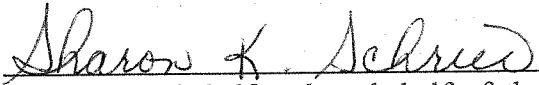
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Dated: 8/14/, 2012

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Dated: August 16, 2012

WILLIAM S. SPRINGER

W. Springer
On his own behalf and on behalf of the Trust
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Dated: _____, 2012

LINDA A. SPRINGER

On her own behalf and on behalf of the Trust
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Dated: _____, 2012

DEANTHONY THOMAS

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Dated: _____, 2012

SUSAN JELINEK-THOMAS

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Dated: _____, 2012

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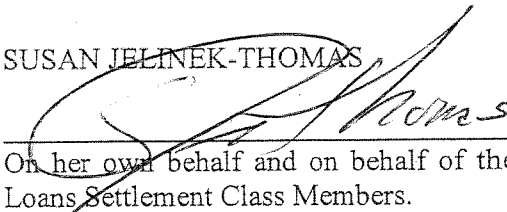
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Dated: 8-13, 2012



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Loans Settlement Class Members.

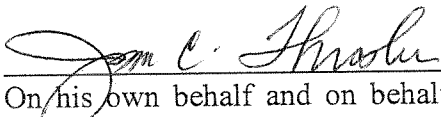
SUSAN JELINEK-THOMAS

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

JASON C. THRASHER

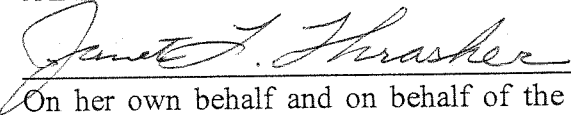
Dated: Aug. 13, 2012



On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

JANET L. THRASHER

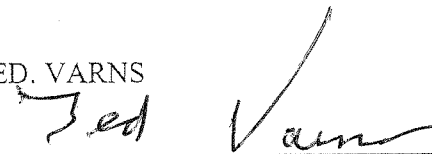
Dated: Aug. 13, 2012



On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

Dated: 8/13, 2012

TED. VARNS



On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

Dated: 8/, 2012

RAYE ANN VARNS

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

Dated: _____, 2012

MICHAEL M. WOLFE

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

Dated: _____, 2012

VIVIAN C. WOLFE

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

Dated: _____, 2012

JAMES G. WONG

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

TED. VARNS

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

RAYE ANN VARNS

Dated: 8-13, 2012

Raye Ann Varns
On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

MICHAEL M. WOLFE

Dated: _____, 2012

On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

VIVIAN C. WOLFE

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

JAMES G. WONG

Dated: _____, 2012

On his own behalf and on behalf of the Trust
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TED. VARNIS

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On his own behalf and on behalf of the Trust
Loans Settlement Class Members.


RAYE ANN VARNIS

Dated: _____, 2012

On her own behalf and on behalf of the Trust
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MICHAEL M. WOLFE


Dated: 8-13, 2012



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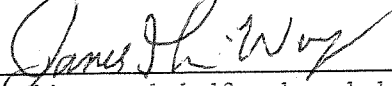
VIVIAN C. WOLFE

Dated: _____, 2012

On her own behalf and on behalf of the Trust
Loans Settlement Class Members.

JAMES G. WONG


Dated: 8-13, 2012



On his own behalf and on behalf of the Trust
Loans Settlement Class Members.

WILMINGTON TRUST COMPANY solely in its respective capacities as Trustee for each of the applicable Trust Parties set forth in Schedule 2, and in all cases not in its individual capacity

Dated: : 8/20, 2012

By: 
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION solely in its respective capacities as Trustee for each of the applicable Trust Parties set forth in Schedule 2, and in all cases not in its individual capacity.

Dated: : _____, 2012

By: _____
Pamela Wieder
Vice President, U.S. Bank National Association

Plaintiffs' Counsel/Class Counsel

Dated: _____, 2012

By: _____

Trust Parties' Counsel

Dated: 8/20, 2012

By: 

Trust Parties' Counsel

Dated: _____, 2012

By: _____

Attorneys' Lien Released and Waived, as of Final Approval and Payment of Sums Ordered For Attorney's fees and Costs

Dated: _____, 2012

By: _____
Walters Bender Strohhahn & Vaughan, P.C.

WILMINGTON TRUST COMPANY solely in its respective capacities as Trustee for each of the applicable Trust Parties set forth in Schedule 2, and in all cases not in its individual capacity

Dated: : _____, 2012

By: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION solely in its respective capacities as Trustee for each of the applicable Trust Parties set forth in Schedule 2, and in all cases not in its individual capacity.

Dated: : Aug. 20, 2012

By: *Pamela Wieder*
Pamela Wieder
Vice President, U.S. Bank National Association

Plaintiffs' Counsel/Class Counsel

Dated: _____, 2012

By: _____

Trust Parties' Counsel

Dated: _____, 2012

By: _____

Trust Parties' Counsel

Dated: _____, 2012

By: _____

Attorneys' Lien Released and Waived, as of Final Approval and Payment of Sums Ordered For Attorney's fees and Costs

Dated: _____, 2012

By: _____
Walters Bender Strobbehn & Vaughan, P.C.

WILMINGTON TRUST COMPANY solely in its respective capacities as Trustee for each of the applicable Trust Parties set forth in Schedule 2, and in all cases not in its individual capacity

Dated: : _____, 2012

By: _____
Title: _____

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Dated: : _____, 2012

By: _____
Pamela Wieder
Vice President, U.S. Bank National Association
Plaintiffs' Counsel/Class Counsel

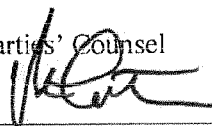
Dated: _____, 2012

By: _____
Trust Parties' Counsel

Dated: _____, 2012

By: _____

Dated: 8/20, 2012

Trust Parties' Counsel
By:  _____

Attorneys' Lien Released and Waived, as of Final Approval and Payment of Sums Ordered For Attorney's fees and Costs

Dated: _____, 2012

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Walters Bender Strohbehn & Vaughan, P.C.

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By: _____

Title: _____

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Dated: : _____, 2012

By: _____

Pamela Wieder

Vice President, U.S. Bank National Association

Plaintiffs' Counsel/Class Counsel

Dated: 8/19, 2012

By: Ray Frederick Walters

Trust Parties' Counsel

Dated: _____, 2012

By: _____

Trust Parties' Counsel

Dated: _____, 2012

By: _____

Attorneys' Lien Released and Waived, as of Final Approval and Payment of Sums Ordered For Attorney's fees and Costs,

Dated: 8/19, 2012

By: Ray Frederick Walters

Walters Bender Strohhahn & Vaughan, P.C.

EXHIBITS AND SCHEDULES

Exhibit A – Class Mail Notice

Exhibit B – Claim Form

Exhibit C – Preliminary Approval Order

Exhibit D – Final Approval Order

Exhibit E – Final Judgment

Exhibit F – Trust Loans Settlement Class List

Exhibit G – List of U.S. Bank and WTC affiliates

Exhibit H – Litigation Costs Factor

Exhibit I – Publication Notice

Schedule 1 – List of Named Plaintiffs/Proposed Incentive Awards

Schedule 2 – List of Trust Parties and Contribution Amounts

Schedule 3 – Schedule of Challenged Loan Fees, Interest Payments and Estimated Claim Amounts

Schedule 4 – Final Schedule of Challenged Loan Fees, Interest Payments and Claim Amounts

Schedule 5 – Schedule of Trust Loans Subject to Valid Claim Amounts

Schedule 6 – Schedule of Allocated Maximum Settlement Cash Amounts and Remaining Amounts to be Paid By Trust Parties