

This SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) is made as of the date on which it is signed by the last party to execute the Agreement and is subject to approval by the Court and the satisfaction of the other Approval Conditions. The parties to this Agreement are Joseph R. Bertels, Jr. and Sharon M. Bertels, James C. Baker and Jill S. Baker Weyrauch, Jeffrey A. Cox and Michelle A. Cox, and William L. Springer and Linda A. Springer Babcock, individually and/or as proposed representatives of the Trust Loans Settlement Class (the “Named Plaintiffs”), and U.S. Bank National Association and Wilmington Trust Company, each individually and in its Representative Capacities as a trustee of the Trusts (the “Settling Defendants”). The Named Plaintiffs, the Trust Loans Settlement Class and the Settling Defendants are collectively referred to as the “Parties.” Capitalized terms shall have the meanings set forth in Section 2 below.

WHEREAS, the following class action lawsuits are pending against the Settling Defendants and others in a Missouri state court: *Beaver v. U.S. Bank Trust National Association*, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County, Missouri) (consolidated with *Beaver v. U.S. Bank Trust National Association*, Case No. 03-CV-213643, filed May 28, 2003 (Cir. Ct. Jackson County, Missouri)) and *Baker v. Century Financial Group, Inc.*, Case No. 7CV100004294, filed June 28, 2000 (Cir. Ct. Clay County, Missouri) (collectively referred to as the “Missouri Cases”); and

WHEREAS, the Missouri Cases concern the Missouri Second Mortgage Loans made by First Consumers Mortgage, Inc. (a/k/a First Consumers Financial, First Consumers Mortgage, and First Consumers Mortgage Corp.) (“FCMC”) in the *Beaver* class action, and by Century Financial Group, Inc. (“CFG”) in the *Baker* class action; and

WHEREAS, FCMC and CFG sold and assigned the Missouri Second Mortgage Loans

they made (the “FCMC/CFG Loans”); and

WHEREAS, a number of the FCMC/CFG Loans were sold and securitized via certain trusts, including the Trusts; and

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

WHEREAS, a total of thirty-nine (39) FCMC/CFG Loans were securitized via the Trusts and are collectively referred to as the “FCMC/CFG Related Trust Loans”; and

WHEREAS, the obligors on the FCMC/CFG Related Trust Loans are identified by loan on **Exhibit D** attached hereto, and are collectively referred to as the Trust Loans Settlement Class; and

WHEREAS, the court in each of the Missouri Cases certified a class comprising those individuals who obtained a Missouri Second Mortgage Loan from the Originating Lender involved in the case (the “Litigation Classes”); and

WHEREAS, notice of the lawsuit, the court’s certification order, and the right to opt out of the Litigation Class was given in the Missouri Cases to the members of the Litigation Classes; and

WHEREAS, the Named Plaintiffs in the Missouri Cases are asserting individual and class claims against a number of defendants, including the Settling Defendants as trustees for the Trusts (individually and in their Representative Capacities), for alleged violations of the

Missouri Second Mortgage Loans Act (“MSMLA”), §§ 408.231-408.241 RSMo and, among other things, seek compensatory and punitive damages and other relief on their own behalf, and on behalf of a respective class of consumer borrowers similarly situated, as a result of certain loan fees and interest amounts that the plaintiffs contend the Settling Defendants and others directly or indirectly charged, contracted for or received in connection with the FCMC/CFG Related Trust Loans; and

WHEREAS, the Settling Defendants deny the claims being asserted in the Missouri Cases and deny and dispute that they are liable to the plaintiffs or the members of the Litigation Classes; and

WHEREAS, the Settling Defendants nevertheless desire to settle the claims asserted against them in the Missouri Cases on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, and uncertainty of continued litigation, and for the purpose of putting to rest all controversies that have been or could be raised by the plaintiffs and the Trust Loans Settlement Class against the Settling Defendants with respect to the FCMC/CFG Related Trust Loans; and

WHEREAS, the Named Plaintiffs and Plaintiffs’ Counsel have similarly concluded that a settlement with the Settling Defendants as stated herein will be fair, just, equitable, reasonable, adequate and in the best interests of the Trust Loans Settlement Class based on 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 Settling Defendants with respect to the FCMC/CFG Related Trust Loans through trial, the delays and the risks and costs of further prosecution of the claims arising from the FCMC/CFG Related Trust Loans against the Settling Defendants, the uncertainties of

complex litigation, the benefits to be received pursuant to this Settlement, and the fact that the “Non-Trust Loan Plaintiff Borrowers,” as defined herein, including, without limitation, the Named Plaintiffs, will continue to pursue their claims on the Missouri Second Mortgage Loans in the Missouri Cases against the defendants, other than the Settling Defendants, except for certain claims against Settling Defendant Wilmington Trust Company in the *Baker* case, which are excluded from the Settlement; and

WHEREAS, the Settling Defendants have determined that the Missouri Cases present a risk to all of the Trusts and Trustees and to the assets and investors (Trust Investors) of the Trusts; and

WHEREAS, Plaintiffs’ Counsel and Counsel for the Settling Defendants 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 and causes of action against the Settling Defendants; and

WHEREAS, Plaintiffs’ Counsel and Counsel for the Settling Defendants have engaged in arm’s length negotiations, as moderated by an experienced mediator, Richard E. McLeod, concerning the settlement of the claims and causes of action against the Settling Defendants in the Missouri Cases; and

WHEREAS, the Parties have reached an agreement, subject to approval by the Court and satisfaction of the other Approval Conditions, to resolve the Missouri Cases and pending claims and motions as between the Named Plaintiffs and the Trust Loans Settlement Class, on the one hand, and the Settling Defendants, on the other hand, in accordance with the terms and conditions set forth herein; and

WHEREAS, the Parties have agreed as part of the Settlement that the Named Plaintiffs will commence a class action lawsuit in the Circuit Court of Jackson County, Missouri (the “Court”) promptly upon execution of this Agreement in order to consolidate and efficiently resolve in a single proceeding the numerous MSMLA claims being asserted against the Settling Defendants in the Missouri Cases with respect to the FCMC/CFG Related Trust Loans (the “Litigation”); and

WHEREAS, the Parties acknowledge and agree that this Agreement constitutes a compromise in settlement of the claims and causes of action that have been or could be raised by the Named Plaintiffs and the Trust Loans Settlement Class Members against the Settling Defendants and other Released Persons as to the FCMC/CFG Related Trust Loans in the Missouri Cases and the Litigation, but shall in no way release, discharge or affect the existing or future claims, causes of action, remedies, or rights to relief of (1) the Named Plaintiffs and the Trust Loans Settlement Class Members against any person, association or entity other than the Settling Defendants and other Released Persons as defined in the Agreement; (2) any Non-Trust Loan Plaintiff Borrower; or (3) any member of the Trust Loans Settlement Class who timely excludes themselves from the Settlement.

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 the Court’s approval of this Agreement and 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 in the interests of avoiding the burdens,

expense, and risk of continued litigation and in order to resolve all of the vigorously disputed claims that remain undecided as between them. By entering into preliminary settlement discussions, agreeing to the terms of this Agreement, and/or seeking the approval of the Settlement, the Parties are not making any admissions or concessions, whatsoever, with respect to any of the factual or legal assertions or any claims or defenses being alleged, made or asserted 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 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), any alleged conduct that could be or has been asserted as the basis for punitive damages or sanctions, the merits of any defenses that the Settling Defendants have asserted or could assert, or the propriety of class certification of the Trust Loans Settlement Class if the Missouri Cases or the Litigation were to be litigated rather than settled. Except as necessary in a proceeding to enforce the terms of this Agreement, or to challenge and refute any assertions that the Settlement and/or the debt(s) arising from the Settlement and/or the compromised claims are dischargeable in bankruptcy, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish:

(a) any liability or admission on the part of the Settling Defendants, the Released Persons, or their respective parents or subsidiaries, affiliated or predecessor companies, or their attorneys, 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

or any condition that has been or could be asserted as the basis for punitive damages or sanctions; (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, the Litigation or any other 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 at trial; or (g) the propriety of class certification in any other lawsuit, action or proceeding. The Parties expressly agree that, in the event the Settlement does not become final and effective as required by Section 15 below, no Party will use or attempt to use any conduct or statement of any other Party or Released Person in connection with the Settlement, or any effort to seek approval of the Agreement, to affect or prejudice any other Party's procedural or substantive rights in any further proceedings in the Missouri Cases or the Litigation or any related action. The Trusts and Trust Parties expressly reserve all procedural and substantive rights and defenses, including, without limitation, jurisdictional defenses, to all claims and causes of action and do not waive any such rights or defenses in the event that the Settlement is not made effective for any reason.

2. Definitions

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

2.1 **Approval Conditions.** "Approval Conditions" means all of the conditions precedent to the effectiveness of this Agreement set forth in Section 15.

2.2 **CFG.** "CFG" means Defendant Century Financial Group, Inc., as identified in the Fourth Amended Petition on file in the *Baker* class action.

2.3 **CFG Related Trust Loan(s).** “CFG Related Trust Loan” means any, and “CFG Related Trust Loans” means all, of the nineteen (19) Missouri Second Mortgage Loans that CFG made on or after June 28, 1994, which was sold and securitized via one of the following Trusts: Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2, TMI Home Loan Trust 1998-A, and United National Home Loan Owner Trust 1999-2 as shown on **Exhibit D**. None of the Missouri Second Mortgage Loans that CFG made, and which were securitized via any other trust including, but not limited to, City Capital Home Loan Trust 1999-1, Impac Secured Assets CMN Trust 1998-1, Impac Secured Assets CMN Trust 2000-2; Master Financial Asset Securitization Trust 1997-1, Master Financial Asset Securitization Trust 1998-1, Master Financial Asset Securitization Trust 1998-2, are CFG Related Trust Loans.

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

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

2.6 **Counsel for the Settling Defendants.** “Counsel for the Settling Defendants” means Dorsey & Whitney LLP, 50 South Sixth Street, Suite 1500, Minneapolis, MN 55402, and Polsinelli PC, 900 W. 48th Place, Suite 900, Kansas City, MO 64112.

2.7 **Court.** “Court” means the forum in which the Named Plaintiffs commence the Litigation in order to consolidate and efficiently resolve the numerous MSMLA claims asserted against the Settling Defendants with respect to the FCMC/CFG Related Trust Loans in the Missouri Cases.

2.8 **Effective Date.** The “Effective Date” of this Agreement means the date when all

of the conditions set forth in Section 15 have occurred and the Settlement thereby becomes effective in all respects.

2.9 **FCMC.** “FCMC” means **First Consumers Mortgage, Inc.** (also known as First Consumers Financial, First Consumers Mortgage, and First Consumers Mortgage Corp.) as identified in the Second Amended Consolidated Class Action Petition on file in the *Beaver* class action.

2.10 **FCMC/CFG Loans.** “FCMC/CFG Loans” means the Missouri Second Mortgage Loans that FCMC and CFG respectively made to the members of the Litigation Classes in the Missouri Cases.

2.11 **FCMC Related Trust Loan.** “FCMC Related Trust Loan” means any, and “FCMC Related Trust Loans” means all, of the twenty (20) Missouri Second Mortgage Loans that FCMC made on or after June 23, 1994, which was sold and securitized via one of the following Trusts: Bayview Financial Acquisition Trust 1998-B, Keystone Owner Trust 1998-P1, Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2, Master Financial Asset Securitization Trust 1997-1, Master Financial Asset Securitization Trust 1998-1, Master Financial Asset Securitization Trust 1998-2, Mego Mortgage Home Loan Owner Trust 1997-1, Mego Mortgage Home Loan Owner Trust 1997-2, Mego Mortgage Home Loan Owner Trust 1997-4, as shown on **Exhibit D**. The Missouri Second Mortgage Loan made to Charles and Amy Miles is not an FCMC Related Trust Loan.

2.12 **FCMC/CFG Related Trust Loans.** “FCMC/CFG Related Trust Loans” means the twenty (20) FCMC Related Trust Loans and the nineteen (19) CFG Related Trust Loans, or any of them.

2.13 **Final Approval Order and Judgment.** “Final Approval Order and Judgment”

means an Order and Judgment of the Court in a form substantially the same as that attached hereto as **Exhibit C**, finally approving this Agreement and the Settlement pursuant to Mo. Rule 52.08.

2.14 **Final Approval Hearing.** “Final Approval Hearing” (or “Fairness Hearing”) means the hearing on final approval of the partial class action settlement memorialized by this Agreement.

2.15 **Final Hearing Date.** “Final Hearing Date” means the date set by the Court for the Final Approval Hearing, which shall not be sooner than 45 days following the entry of the Preliminary Approval Order.

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

2.17 **Indenture.** “Indenture” means any trust indenture or other indenture 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.

2.18 **Litigation.** “Litigation” means the class action lawsuit to be commenced upon execution of the Agreement as defined in Section 8 below.

2.19 **Litigation Classes.** “Litigation Classes” means the respective Classes of Missouri second mortgage borrowers certified as plaintiffs’ classes in the Missouri Cases, and each of them.

2.20 **Master Financial Defendants.** “Master Financial Defendants” means all of the persons and entities involved and/or participating in the acquisition and/or securitization of mortgage loans by or through Master Financial, Inc., including without limitation the persons

and entities involved and/or participating in the Master Financial Asset Securitization Trust 1997-1, Master Financial Asset Securitization Trust 1998-1, and Master Financial Asset Securitization Trust 1998-2, with each such “Master Financial Defendant” being identified individually and together with its respective officers, directors, owner trustees, indenture trustees, agents, parents, subsidiaries, affiliates, predecessors, successors or assigns. The following is a non-exclusive list of “Master Financial Defendants”: Master Financial, Inc., Bear Stearns Asset Backed Securities, Inc., PaineWebber Mortgage Acceptance Corp. IV, The Bank of New York Mellon (f/k/a The Bank of New York) and Wilmington Trust Company as the purchaser(s), assignee(s), owner(s)/holder(s) and/or trustee(s) of the mortgage loans acquired from and/or securitized by one or more of the Master Financial Defendants, and/or as the agent, trustee, owner trustee, co-owner trustee, indenture trustee, paying agent, custodian, administrator, servicer and/or master servicer of any one or more of the Master Financial Asset Securitization Trusts listed above and any other trust, fund or pool that is not a Settling Defendant.

2.21 **Missouri Cases.** “Missouri Cases” means the following civil actions: *Beaver v. U.S. Bank Trust National Association*, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County, Missouri) (consolidated with *Beaver v. U.S. Bank Trust National Association*, Case No. 03-CV-213643, filed May 28, 2003 (Cir. Ct. Jackson County, Missouri)) and *Baker v. Century Financial Group, Inc.*, Case No. 7CV100004294, filed June 28, 2000 (Cir. Ct. Clay County, Missouri).

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

Missouri.

2.23 **Named Plaintiffs.** “Named Plaintiffs” means Joseph R. Bertels, Jr. and Sharon M. Bertels, James C. Baker and Jill S. Baker Weyrauch, Jeffrey A. Cox and Michelle A. Cox, and William L. Springer and Linda A. Springer Babcock.

2.24 **Net Distributable Settlement Fund.** “Net Distributable Settlement Fund” means the “Net Settlement Fund” less: (a) the amount of attorney’s fees approved by the Court and awarded to Plaintiffs’ Counsel, and (b) any interest earned and attributable to the amount of such awards while in the Settlement Fund Account.

2.25 **Net Settlement Fund.** “Net Settlement Fund” means the “Settlement Fund” less: (a) the amount of litigation expenses and/or costs approved by the Court and awarded to Plaintiffs’ Counsel; (b) the amount of incentive awards approved by the Court and paid to the Named Plaintiffs; and (c) any interest earned and attributable to these awards, respectively, while in the Settlement Fund Account.

2.26 **Non-Trust Loan Plaintiff Borrowers.** “Non-Trust Loan Plaintiff Borrowers” means any of the Named Plaintiffs or other members of the Litigation Classes in either of the Missouri Cases who obtained a Missouri Second Mortgage Loan that was not an FCMC/CFG Related Trust Loan including, but not limited to, Named Plaintiffs James C. Baker and Jill S. Baker Weyrauch, Jeffrey A. Cox and Michelle A. Cox, William L. Springer and Linda A. Springer Babcock and the other members of the Litigation Class in the *Baker* class action whose Missouri Second Mortgage Loans were securitized via a trust for which Wilmington Trust Company, but not U.S. Bank National Association, was a trustee or other participant including, but not limited to the following Trusts: City Capital Home Loan Trust 1999-1, Impac Secured Assets CMN Trust 1998-1, Impac Secured Assets CMN Trust 2000-2; Master Financial Asset Securitization

Trust 1997-1, Master Financial Asset Securitization Trust 1998-1, Master Financial Asset Securitization Trust 1998-2.

2.27 **Originating Lenders.** “Originating Lenders” means the entities that made the Missouri Second Mortgage Loans at issue in the Missouri Cases specifically, First Consumers Mortgage, Inc. (FCMC) in *Beaver*, and Century Financial Group, Inc. (CFG) in *Baker*, or either of them.

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

2.29 **Person.** “Person” means any natural person, corporation, limited liability company, trust, business trust, joint venture, association (including any national or state banking association), company, governmental authority or other entity.

2.30 **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 B**.

2.31 **Releasers.** “Releasers” means all Trust Loans Settlement Class Members including, without limitation, Named Plaintiffs Joseph R. Bertels, Jr. and Sharon M. Bertels, and their respective heirs, executors, administrators, assigns, predecessors and successors, and any other person claiming by or through any of them. The Releasers do not include any of the following: (a) the Non-Trust Loan Plaintiff Borrowers including, without limitation, Named Plaintiffs James C. Baker and Jill S. Baker Weyrauch, Jeffrey A. Cox and Michelle A. Cox, and

William L. Springer and Linda A. Springer Babcock, who are executing this Agreement solely on behalf of the Trust Loans Settlement Class, and not individually; (b) any person other than those persons identified on **Exhibit D** and said persons' respective heirs, executors, administrators, assigns, predecessors and successors, and any other person claiming by or through any of them; and (c) any members of the Trust Loans Settlement Class who opt out of the Settlement in accordance with Section 10 below. The Parties understand that the releases to be given by the Releasers release the Released Persons from the Released Claims, nothing more and nothing less.

2.32 **Released Persons.** "Released Persons" shall mean specifically the following: (a) the Settling Defendants, each in its individual capacity, together with the affiliates, parent companies and subsidiaries listed on **Exhibit E**; (b) Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2 and Mego Mortgage Home Loan Owner Trust 1997-1 (the "Active Trusts"), together with (i) all related trusts that are beneficially owned by the Active Trusts and any trust indenture arrangements evidenced by any Indenture for which U.S. Bank National Association served as indenture trustee in a Representative Capacity as of the date of this Agreement, (ii) the trustees of the Active Trusts solely in their relevant Representative Capacities under the Trust Documents for the Active Trusts, 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 of the Active Trusts or its assets or to the extent of serving any other role under the applicable Trust Documents; (c) all Trust Investors and all underwriters of any securities issued by the Active Trusts to past or present Trust Investors, but solely as to the FCMC/CFG Related Trust Loans; (d) Bayview Financial Acquisition Trust 1998-B, Keystone Owner Trust 1998-P1, the Master Financial Asset Securitization Trusts 1997-1,

1998-1 and 1998-2, Mego Mortgage Home Loan Owner Trusts 1997-2 and 1997-4, TMI Home Loan Trust 1998-A and United National Home Loan Owner Trust 1999-2 (the “Terminated Trusts”) along with (i) all trust indenture arrangements evidenced by any indenture to which the Terminated 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 Trusts, related trust indenture arrangements, or any registered or beneficial holders of any residual interest, certificate or note issued by any of the Terminated Trusts; and (iii) all registered or beneficial holders of any residual interest, certificate or note issued by any of the Terminated 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, but solely as to the FCMC/CFG Related Trust Loans; and (f) the Released Persons’ respective past and present officers, directors, shareholders, employees, attorneys (including any consultants hired by counsel), accountants, insurers, indemnitors, 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**: (a) the Originating Lenders, (b) Wilmington Trust Company, or any of the companies listed on **Exhibit E**, or any predecessors, successors or assigns, individually or in any Representative Capacities, 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, of the recipient of money on, any loans other than the thirty-nine (39) identified FCMC/CFG Related Trust Loans; (c) the Master Financial Defendants, or any of them, for any loan other than the FCMC/CFG Related Trust Loans or any obligations or debts other than those relating to or arising from the FCMC/CFG

Related Trust Loans; (d) UBS Real Estate Securities Inc., individually or as the successor by merger to PaineWebber Real Estate Securities, Inc., for any loans, The Bank of New York Mellon (f/k/a The Bank of New York), for any loans, JP Morgan Chase Bank, NA, for any loans, and any other current or former defendant named in the Missouri Cases unless a Released Person; (e) the Settling Defendants, or any of them, or any other Released Person, for any loan other than the FCMC/CFG Related Trust Loans or any obligations or debts other than those relating to or arising from the thirty-nine (39) FCMC/CFG Related Trust Loans; (f) any person, association or entity, other than the Released Persons, that purchased, owned, held, received, serviced or collected any of the FCMC/CFG Related Trust Loans including but not limited to any Person to whom any of the Settling Defendants sold, assigned, transferred or conveyed any of the FCMC/CFG Related Trust Loans, and any Person who serviced or collected said Loans after they were sold, assigned, transferred or conveyed by a Settling Defendant; (g) the purchasers, assignees, owners/holders, trustees or servicers of the Non-Trust Loan Plaintiff Borrowers' loans for any loans other than the FCMC/CFG Related Trust Loans or any obligations or debts other than those relating to or arising from the FCMC/CFG Related Trust Loans; (h) any of the above non-released persons' respective past and present officers, directors, shareholders, employees, attorneys (including any consultants hired by counsel), accountants, insurers, indemnitors, heirs, executors, and administrators, and any predecessors (unless a Released Person), successors, and assigns.

2.33 **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 in connection with the FCMC/CFG Related Trust Loans, 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, sanctions, 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 the FCMC/CFG Related Trust Loans and which any of the Releasers have had, or now have, from the beginning of time up through and including the Effective Date, against the Released Persons ("Claims"), 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 Settlement Class Members' FCMC/CFG Related Trust Loans; (2) any activities of the Released Persons with respect to the FCMC/CFG Related 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, aiding or abetting, 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 rule or regulation, federal or state, including but not limited to the Missouri Second Mortgage Loans Act, Mo.Rev.Stat. § 408.231, *et seq.* RSMo, 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.*, the Federal Trade Commission Act, 15 U.S.C. §§ 45, *et seq.* and any applicable rule issued by the Consumer Financial Protection Bureau or applicable provision of the Dodd-Frank Wall Street Reform and Consumer Protection Act; 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. It is the intention of the Releasors to provide a general release of the Released Claims against the Released Persons with regard to the FCMC/CFG Related Trust Loans only; 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 any Releasor, whether or not currently asserted in the Missouri Cases or Litigation, against any person, association or entity including, but not limited to, the Settling Defendants and other Released Persons, in connection with any loan other than an FCMC/CFG Related Trust Loan and/or any obligations or debts other than those relating to or arising from the FCMC/CFG Related Trust Loans; (2) any and all claims of any kind or type by any Releasor against any person, association or entity that is not a Released Person, whether such claims arise out of or relate to any FCMC/CFG Related Trust Loan or some other transaction, loan or occurrence including but not limited to any and all claims and causes of action under the Missouri Second Mortgage Loans Act, Mo.Rev.Stat. §§ 408.231, *et seq.* RSMo, or any other state or federal law against any Person to whom any of the Settling Defendants sold, assigned, transferred or conveyed any of the FCMC/CFG Related Trust

Loans, and any Person who serviced or collected said Loans after they were sold, assigned, transferred or conveyed by a Settling Defendant; and/or (3) any claims of whatever type by any Non-Trust Loan Plaintiff Borrower or any other person who is not a Releasor as defined in this Agreement.

2.34 **Representative Capacities.** “Representative Capacities” means in any relevant and respective 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.

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

2.36 **Settlement Fund.** “Settlement Fund” means the amount to be delivered by the Settling Defendants in accordance with Section 4.a below, less any reduction made pursuant to Section 4.f below.

2.37 **Settlement Fund Account.** “Settlement Fund Account” means an interest-bearing signature account maintained at Missouri Bank & Trust, 1044 Main Street, Kansas City, Missouri, or some other FDIC-insured depository institution in Missouri selected by the Fund Administrator.

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

2.39 **Settling Defendants.** “Settling Defendants” means U.S. Bank National Association and Wilmington Trust Company; provided, however, that Wilmington Trust Company is a Settling Defendant for purposes of the Agreement only with respect to the thirty-nine (39) FCMC/CFG Related Trust Loans, and the claims relating thereto.

2.40 **Trust Documents.** “Trust Documents” means with respect to each of the Trusts, 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, sale and servicing agreements, servicing agreements, Indentures, notes, mortgages and certificates and the like, including all documents and agreements in favor of an indenture trustee.

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

2.42 **Trust Loans Settlement Class.** “Trust Loans Settlement Class” shall have the meaning set forth in Section 3.a below.

2.43 **Trust Loans Settlement Class Member.** “Trust Loans Settlement Class Member” means any member of the Trust Loans Settlement Class who does not timely opt out of the Settlement pursuant to Section 10.a below. If a Trust Loans Settlement Class Member has died, filed for bankruptcy, or otherwise voluntarily or involuntarily transferred his or her rights under an FCMC/CFG Related Trust Loan, the person’s heir, representative, successor or assign shall be deemed a Trust Loans Settlement Class Member.

2.44 **Trust Loans Settlement Class Member Payment.** “Trust Loans Settlement Class Member Payment” means the portion of the “Net Distributable Settlement Fund” shown on **Schedule A** to be paid to the respective Trust Loans Settlement Class Members pursuant to the Settlement, plus any interest earned and attributable to such sum while in the Settlement Fund Account as a part of the Settlement Fund.

2.45 **Trust Party(ies).** “Trust Party(ies)” means all of the 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.

2.46 **Trustee Approval Order.** “Trustee Approval Order” shall have the meaning set forth in Section 12 hereof.

2.47 **Trustees.** “Trustees” shall mean the Settling Defendants in their respective Representative Capacities relative to the Trusts and not in their respective individual capacities unless expressly provided otherwise.

2.48 **Trusts.** “Trusts” means any one or more of the following trusts: Bayview Financial Acquisition Trust 1998-B, Keystone Owner Trust 1998-P1, Keystone Grantor Trust

1998-P2, Keystone Owner Trust 1998-P2, Master Financial Asset Securitization Trust 1997-1, Master Financial Asset Securitization Trust 1998-1, Master Financial Asset Securitization Trust 1998-2, Mego Mortgage Home Loan Owner Trust 1997-1, Mego Mortgage Home Loan Owner Trust 1997-2, Mego Mortgage Home Loan Owner Trust 1997-4, TMI Home Loan Trust 1998-A, and United National Home Loan Owner Trust 1999-2.

3. Certification of the Trust Loans Settlement Class

a. The Named Plaintiffs shall file a motion requesting that the Court approve a settlement for a class of persons for purposes of settlement only (the “Trust Loans Settlement Class”), defined as follows:

All persons who obtained a “Second Mortgage Loan” as defined in § 408.231.1 RSMo from:

- (a) **First Consumers Mortgage, Inc.** (also known as First Consumers Financial, First Consumers Mortgage, and First Consumers Mortgage Corp.) on or after June 23, 1994, that was securitized via any of the following trusts: Bayview Financial Acquisition Trust 1998-B, Keystone Owner Trust 1998-P1, Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2, Master Financial Asset Securitization Trust 1997-1, Master Financial Asset Securitization Trust 1998-1, Master Financial Asset Securitization Trust 1998-2, Mego Mortgage Home Loan Owner Trust 1997-1, Mego Mortgage Home Loan Owner Trust 1997-2, Mego Mortgage Home Loan Owner Trust 1997-4, and who did not timely exclude themselves from the litigation class certified in the class action lawsuit *Beaver v. U.S. Bank Trust National Association*, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County, Missouri) (consolidated with *Beaver v. U.S. Bank Trust National Association*, Case No. 03-CV-213643, filed on May 28, 2003 (Cir. Ct. Jackson County, Missouri)); or
- (b) **Century Financial Group, Inc.** on or after June 28, 1994 that was securitized via Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2, TMI Home Loan Trust 1998-A, or United National Home Loan Owner Trust 1999-2, and who did not timely exclude themselves from the litigation class certified in the class action lawsuit *Baker v. Century Financial Group, Inc.*, Case No. 7CV100004294, filed on June 28, 2000 (Cir. Ct. Clay County, Missouri).

b. A list of all persons that the Settling Defendants have identified as being members

of the Trust Loans Settlement Class is attached hereto as **Exhibit D**, which exhibit shall be filed under seal to protect the privacy of the names and addresses of the members of the Trust Loans Settlement Class.

c. If this Agreement is not approved by the Court preliminarily or pursuant to the proposed Final Approval Order and Judgment, or if for any reason this Settlement fails to become effective pursuant to Section 15, this 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 and/or Final Approval Order and Judgment shall be vacated, the Parties shall be restored to their respective positions existing prior to the execution of this Agreement, and the Parties' rights and obligations with respect to the use of this Agreement and the settlement contemplated hereby will be subject to Section 1 hereof. In addition, if this Agreement is not approved by the Court pursuant to the proposed Final Approval Order and Judgment, or if for any reason this Settlement fails to become effective pursuant to Section 15, neither this Agreement, the preliminary certification of the Trust Loans Settlement Class, the Preliminary Approval Order, nor any other document relating in any way to any of the foregoing, shall be relied on, referred to or used in any way for any purpose in connection with any further proceedings in the Missouri Cases, the Litigation or any related proceeding. In such case, or if this Agreement terminates or the Settlement does not become effective for any reason, the Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of the Parties, and each of them, who shall be restored to their respective positions existing prior to the execution of this Agreement, and any Party may reassert its claims and/or defenses against any

other Party as provided in Section 16 and, in such event, evidence relating to the Agreement, and all negotiations, shall not be discoverable or admissible in the Missouri Cases, the Litigation, or otherwise.

4. Settlement Consideration and Distribution of the Settlement Fund to the Trust Loans Settlement Class Members

a. The Settling Defendants shall cause to be deposited into the Settlement Fund Account the sum of \$2,000,000.00 less any amounts which are deducted in accordance with Section 4.f. of this Agreement (the “Settlement Fund”) as follows: (i) \$1,200,000.00 within fifteen (15) business days of the later of (A) the entry of the Final Approval Order and Judgment or (B) receipt by Counsel for the Settling Defendants, in writing, of appropriate wiring instructions and a completed IRS Form W-9 from the Fund Administrator; and (ii) the remainder within three (3) business days of the Effective Date.

b. The Settlement Fund Account shall be established, operated and managed as a Qualified Settlement Fund within the meaning of Internal Revenue Code § 468B, as amended, and all rules and regulations thereunder, including Treasury Regulations Sections 1.468B-1 to 1.468B-5, and any other applicable law. All transfers of cash or property to or from the Settlement Fund Account shall be made in compliance with such Treasury Regulations. The Parties agree that the Fund Administrator will serve as the Qualified Settlement Fund administrator in accordance with the terms of this Agreement. The Fund Administrator will receive the Settlement Fund deposit, when payment thereof becomes due under the terms hereof, and shall make all payments required to be made 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. The Fund Administrator shall segregate, invest, administer and distribute the

Settlement Fund pursuant to this Agreement and such other orders as the Circuit Court may make. The Released Persons shall 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; or 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. The Settling Defendants shall supply to the 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 the Settling Defendants (or some other person on behalf of the Settling Defendants) make a transfer to the Settlement Fund Account.

c. Concurrently with seeking the Preliminary Approval Order, Named Plaintiffs shall also seek designation of the Settlement Fund as a Qualified Settlement Fund. This account shall be known as the U.S. Bank/Wilmington Trust 2016 Section 468B Qualified Settlement Fund, and by order of the Court will be created within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and all rules and regulations thereunder, and any other applicable law, and shall be referred to under that name in its official actions and dealings.

d. All interest earned on the Settlement Fund while in the Settlement Fund Account shall be added to and included within the definition of “Settlement Fund” and shall be allocated to the persons identified on **Schedule A** in proportion to his, her or their share of the Net Distributable Settlement Fund. The Settlement Fund, including any interest earned in the Settlement Fund Account, shall be returned to the Settling Defendants in the event that the Settlement is rescinded, terminated, vacated, or if the Effective Date does not arrive for any reason. While in the Settlement Fund Account, the Settlement Fund shall be invested in a

manner that generates the highest return that can be obtained without risk to the principal. Any risk of loss of the Settlement Fund and any liability related to the selection or actions of the Fund Administrator shall reside solely with the Fund Administrator, Plaintiffs and Class Counsel.

e. The Fund Administrator, subject to such supervision and direction of the Court as may be necessary, shall be responsible for and shall administer and oversee the distribution of the Settlement Fund, Net Settlement Fund, and Net Distributable Settlement Fund in accordance with the terms of the Final Approval Order and Judgment, this Agreement and **Schedule A**, which shall be filed under seal with the Court and deemed subject to the Protective Orders entered in the Missouri Cases to protect the privacy of the Trust Loans Settlement Class.

f. If any member(s) of the Trust Loans Settlement Class timely and validly opt out and exclude themselves from the Settlement and the Settling Defendants do not terminate this Agreement pursuant to Section 10.b, the Settlement Fund shall be reduced by a percentage equal to the percentage of the Net Distributable Settlement Fund that would have been payable to said “opt out(s)” if no member of the Trust Loans Settlement Class had opted out.

g. Not earlier than one (1) business day following the Effective Date, Class Counsel shall calculate the Net Settlement Fund and Net Distributable Settlement Fund and distribute the Net Distributable Settlement Fund, plus any interest earned on said fund while in the Settlement Fund Account, to the Trust Loans Settlement Class Members (i.e., those members of the Trust Loans Settlement Class, if any, who did not timely opt out) in the amounts and to the addresses shown on **Schedule A**, or as the Court may otherwise determine and approve. Such distributions to the Trust Loans Settlement Class Members are referred to and defined as the “Trust Loans Settlement Class Member Payments.” Class Counsel shall distribute the Trust Loans Settlement Class Member Payments to the Trust Loans Settlement Class Members within 30 days of the

Effective Date by checks mailed to the Trust Loans Settlement Class Members or, in the event of a Trust Loans Settlement Class Member bankruptcy under Chapter 7, to the Chapter 7 bankruptcy trustee for said Trust Loans Settlement Class Member, with notice of said mailing to said Trust Loans Settlement Class Member. Class Counsel will re-mail any returned checks to any new address disclosed to them. To the extent any check is returned a second time, Class Counsel shall undertake reasonable efforts to locate a current address for said Trust Loans Settlement Class Member. If any Trust Loans Settlement Class Member refuses to accept receipt of a Trust Loans Settlement Class Member Payment check, or does not cash a Trust Loans Settlement Class Member Payment check within 30 days of receipt, Class Counsel shall undertake reasonable efforts to locate and/or contact the Trust Loans Settlement Class Member and inquire about receiving and/or cashing the check. A Trust Loans Settlement Class Member's right to a Trust Loans Settlement Class Member Payment pursuant to this Agreement is a conditional right that terminates if a Trust Loans Settlement Class Member to whom a Trust Loans Settlement Class Member Payment is mailed fails to cash such check within one hundred eighty (180) days from the date of issuance of said check. In such case, the check shall be null and void, the Parties shall have no further obligations to said Trust Loans Settlement Class Member, and said Trust Loans Settlement Class Member shall nonetheless be bound by the Release, and the Final Approval Order and Judgment. Within 210 days of the Effective Date, Class Counsel shall file a report with the Court confirming that the entirety of the Net Distributable Settlement Fund/Trust Loans Settlement Class Member Payments were distributed to the Trust Loans Settlement Class Members pursuant to the original or any revised **Schedule A** and checks cashed or, if such a confirmation cannot be provided, outlining the steps that remain to distribute any unclaimed portion of the Net Distributable Settlement Fund to the Trust Loans

Settlement Class Members. Class Counsel shall reallocate the amounts of any unclaimed checks among the paid Trust Loans Settlement Class Members pro rata based on their allocable share of their total paid distributions of claimed checks at such time as Class Counsel determines appropriate in their sole discretion, but which in any event shall be prior to the expiration of any period of escheatment.

h. The Fund Administrator shall be responsible for preparing, filing and addressing any requisite IRS Form 1099s. The Trust Loans Settlement Class Members shall be responsible for paying and/or reporting any and all federal, state and local taxes that become due by virtue of the benefits conferred in this Settlement.

i. The Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to or arising out of the investment, allocation or distribution of the Settlement Fund, the determination, administration, calculation, or payment of claims, the payment or withholding of taxes, or any losses incurred in connection therewith.

j. Any Trust Loans Settlement Class Member who receives a payment pursuant to the Settlement shall be solely responsible for distributing or allocating such payment between or among all co-borrowers on his, her, or their FCMC/CFG Related Trust Loan, regardless of whether a payment check has been made out to all or only some of the Trust Loans Settlement Class Members' co-borrowers.

k. No person shall have any claim against the Released Persons, Class Counsel, 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.

5. Incentive Award and Attorney's Fees and Costs

a. The Named Plaintiffs may petition the Court for the payment of individual

incentive awards in a total amount not to exceed \$12,000.00, in the per loan amounts specified on **Schedule B**, in recognition of their commitment to the Trust Loans Settlement Class and respective services rendered for the benefit of the Trust Loans Settlement Class during and/or throughout the course of the Missouri Cases and Litigation. Any such incentive award made to Named Plaintiffs Joseph R. Bertels, Jr. and Sharon M. Bertels shall be in addition to the amount to be paid on their individual claims as Trust Loans Settlement Class Members. The amount of any incentive awards approved by the Court, and any interest attributable to said amounts while in the Settlement Fund Account, shall be deducted from the Settlement Fund to determine the “Net Settlement Fund” from which any award of attorney’s fees to Plaintiffs’ Counsel to be paid from the common fund recovery shall be deducted before the balance is distributed to the Trust Loans Settlement Class Members as the “Net Distributable Settlement Fund” as stated on **Schedule A**. The Settling Defendants will not object to the Named Plaintiffs applying to the Court for or receiving incentive awards in the stated amounts. To the extent the Court approves incentive awards in amounts less than the not to exceed amounts stated above, the difference, and any interest attributable to the amount of the difference while in the Settlement Fund Account, shall be included in and treated as a part of the Net Settlement Fund.

b. Plaintiffs’ Counsel and/or the Named Plaintiffs may petition the Court for an award of litigation expenses and court costs not to exceed \$38,267.91. The amount of any such award, and any interest attributable to said amounts while in the Settlement Fund Account, shall also be deducted from the Settlement Fund to determine the Net Settlement Fund from which any award of attorney’s fees to Class Counsel to be paid from the common fund recovery shall be deducted before the balance is distributed to the Trust Loans Settlement Class Members as the “Net Distributable Settlement Fund” as stated on **Schedule A**. The Settling Defendants will not

object to Plaintiffs' Counsel and/or the Named Plaintiffs applying to the Court for or receiving an award of expenses and costs in the stated amount. To the extent the Court awards expenses and costs in an amount that is less than the not to exceed amount stated above, the difference and any interest attributable to the amount of the difference while in the Settlement Fund Account, shall be included in and treated as a part of the Net Settlement Fund.

c. Plaintiffs' Counsel and/or the Named Plaintiffs may also petition the Court for an award of attorney's fees not to exceed forty-five percent (45%) of the Net Settlement Fund (as a common fund recovery), which award of attorney's fees is estimated to be \$877,379.44 if the Court approves the award as proposed. The amount of any such fee award approved by the Court, and any interest attributable to said amount while in the Settlement Fund Account, shall be deducted from the Net Settlement Fund to determine the Net Distributable Settlement Fund and the individual Trust Loans Settlement Class Member Payments. The Settling Defendants will not object to Plaintiffs' Counsel and/or the Named Plaintiffs applying to the Court for or receiving an award of attorney's fees in the stated amount. 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 the amount of the difference while in the Settlement Fund Account, shall be included in and treated as a part of the Net Distributable Settlement Fund.

d. Except as provided in this Section 5, each Party shall bear its own attorney's fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Missouri Cases and the Litigation. The Settling Defendants shall bear no other attorney's fees, court costs or expenses.

6. Releases and Bar Order

a. On the Effective Date, in exchange for the agreement by the Settling Defendants to make available and pay the Settlement Fund pursuant to the terms and conditions of this Agreement, and for other good and valuable consideration, Releasors, by operation of this Release and the judgment set forth in the Final Approval 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 with prejudice the Released Claims of the Releasors against the Released Persons in the Missouri Cases and Litigation; and (iii) to be forever barred and enjoined from instituting or further prosecuting the Released Claims in any forum whatsoever including, but not limited to, any state, federal or foreign court, or regulatory agency. The Parties agree that the Released Persons will suffer irreparable harm if any Trust Loans Settlement Class Member takes action inconsistent with this Section 6.a and in such event the Released Persons may seek to enjoin such action without further showing of irreparable harm. The Parties agree that any such injunction sought by the Released Persons may be issued without bond or other security.

b. The Releasors 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 the Settling Defendants and each and every of the other 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 Trust Loans Settlement 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 Settlement or Litigation via the Class Mail Notice or otherwise. The Releases and agreements contained in this Section 6 shall apply to and bind all Trust Loans Settlement Class Members, including those Trust Loans Settlement Class Members whose Class Mail Notices are returned as undeliverable, and those for whom no current address can be found, if any; provided, however, that nothing in this Agreement shall in any way prevent any Releasor from filing, commencing, instituting or asserting any claim, defense, suit or proceeding, including without limitation, any of the claims, causes of action or defenses included within the definition of “Released Claims” as stated in Section 2.33 above, against any Person (other than a Released Person) to whom any of the Settling Defendants sold, assigned, transferred or conveyed any of the FCMC/CFG Related Trust Loans, and any Person (other than a Released Person) who serviced, collected or received said Loans after they were sold, assigned, transferred or conveyed by a Settling Defendant.

d. To the fullest extent permitted by § 537.060 RSMo and all other applicable law, by the terms of the Final Approval Order and Judgment, all persons, including any Person who is, was ever, or could have been named as a defendant in the Missouri Cases (“Barred Defendants”), shall be barred from bringing, commencing, prosecuting or asserting any claims, actions, or causes of action for contribution or indemnification, however styled, against each and every of the Released Persons for any costs, liability, judgment or settlement which they pay or are obligated to pay or agree to pay to the Trust Loans Settlement Class or any member of the

Trust Loans Settlement Class arising out of, relating to, or in connection with, in any way or manner, the Released Claims or any claim that has been or could have been or could be in the future asserted, whether arising under federal, state, or foreign law as claims, cross-claims, counterclaims, third-party claims or otherwise, in any federal, state, or foreign court, or in any arbitration proceeding, administrative agency proceeding, tribunal, or any other proceeding or forum.

7. Representations and Stipulations

a. Each of the Settling Defendants, other than Wilmington Trust Company in its Representative Capacities, represents, warrants and declares that: (i) it has acted in good faith and has used its best efforts in identifying the members of the Trust Loans Settlement Class and in producing the loan documents and loan payment and loan payoff information on which the distribution of the individual Trust Loans Settlement Class Member Payments shown on **Schedule A** is based; and (ii) based solely on said best efforts, it is not aware of any members of the Trust Loans Settlement Class other than those identified on **Exhibit D**. Each of the Settling Defendants, other than Wilmington Trust Company in its Representative Capacities, agrees to deem as of the Effective Date all FCMC/CFG Related Trust Loans currently owned or held by it in any relevant capacity as fully repaid and satisfied or otherwise resolved such that no debt or other amount shall remain due and/or owing from any obligor on such loans. As to the FCMC/CFG Related Trust Loan of Trust Loan Settlement Class Member Irma Castro, U.S. Bank National Association further agrees upon the execution of the Agreement to advise the servicer of such loan of the terms of this Agreement and to request such servicer to cease collecting further payments with respect to this loan. If further payments are collected from Ms. Castro following the execution of the Agreement, those amounts shall be refunded to Ms. Castro within

30 days of the Effective Date from the cash proceeds collected by the trust that holds Ms. Castro's loan, which refunded amounts shall be in addition to (and shall not reduce) the Settlement Fund. Each of the Settling Defendants, for itself and in all relevant Representative Capacities, hereby agrees and covenants not to sue or initiate any type of proceeding against the obligors, or their heirs, personal representatives, successors or assigns, of any FCMC/CFG Related Loan in order to collect, recover or obtain any relief with respect to the loans.

b. Plaintiffs' Counsel represent and warrant to the Settling Defendants that: (i) they have acted in good faith and have used its best efforts in identifying the members of the Trust Loans Settlement Class; (ii) based solely on said best efforts, they are not aware of any members of the Trust Loans Settlement Class other than those identified on **Exhibit D**; (iii) 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 and 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 Settling Defendants or other Released Persons with respect to any of the Released Claims. In addition, Plaintiffs' Counsel agree 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 Plaintiffs' Counsel from undertaking such representation if requested by any such person or persons.

c. The Named Plaintiffs each represent and warrant that they have not sold, assigned, transferred or otherwise disposed of (other than to a bankruptcy trustee as indicated in **Exhibit D** or by the releases contemplated by this Agreement), and will not voluntarily sell, assign, transfer or otherwise dispose of (other than by the releases contemplated by this

Agreement), any Released Claim.

d. Upon the Effective Date, the following stipulations shall be deemed made and effective:

i. No Privilege Waiver. Each Party stipulates and acknowledges that neither this Agreement nor a Party's decision to negotiate or execute the Agreement can be used to show or establish that a Party's conduct during the Missouri Cases or the Litigation, or otherwise, including that of counsel, gives rise to or constitutes a waiver of the attorney-client, common interest or joint defense privilege, or the work product doctrines.

ii. Claims of the Non-Trust Loan Plaintiff Borrowers. The Parties stipulate and agree for purposes of this Agreement and the Settlement that, based on the loan files, payment histories and other information and documents produced in the case, the FCMC/CFG Loans of the Non-Trust Loan Plaintiff Borrowers are not FCMC/CFG Related Trust Loans, and thus, the Non-Trust Loan Plaintiff Borrowers cannot recover any damages, penalties or other relief from the Settling Defendants with respect to the FCMC/CFG Related Trust Loans. The Parties further agree that a finding and/or conclusion to this effect shall be included in the Final Approval Order and Judgment, but such a finding and/or conclusion by the Court shall not in any way be deemed a holding that the Non-Trust Loan Plaintiff Borrowers, or any of them, have released any claims of any kind or type against any person or entity with respect to any FCMC/CFG Loan.

iii. Use of Discovery Information. The Parties agree to comply with the terms of the Stipulated Protective Orders entered in the Missouri Cases, except as the Parties have previously agreed or may hereafter agree.

iv. Credit and Offset. The Trust Loans Settlement Class Members agree to credit, satisfy and offset against any judgment that may be entered in favor of 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 FCMC/CFG Related Trust Loans, which were caused by the acts or fault, if any, of the Released Persons as may be later determined at any trial or other disposition of the Missouri Cases or any other action. The 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 FCMC/CFG Related Trust Loans as may be determined to be the portion of fault for which any or all of the Released Persons are deemed liable at any trial or other disposition of the Missouri Cases or any other action or proceeding.

8. Commencement of the Litigation

The Parties agree that the Named Plaintiffs shall commence a class action lawsuit against the Settling Defendants in the Circuit Court of Jackson County, Missouri (the “Litigation”) upon execution of the Agreement. The Settling Defendants agree that they will not seek to remove the Litigation to federal court or encourage others to do so. The Litigation is intended solely to serve as the vehicle through which the numerous MSMLA claims being asserted against the Settling Defendants with respect to the FCMC/CFG Related Trust Loans in the Missouri Cases can be consolidated and thereby efficiently and expeditiously settled and resolved in a single proceeding pursuant to this Agreement.

9. Preliminary Approval Order

The Parties shall promptly move the Court in the Litigation for a Preliminary Approval Order substantially similar to **Exhibit B** that accomplishes the following:

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

- b. Preliminarily approving the Agreement as fair, reasonable and adequate under Mo. Rule 52.08 subject to a final determination by the Court;
- c. Approving the appointment of the Named Plaintiffs as representatives of the Trust Loans Settlement Class for settlement purposes only;
- d. Approving the appointment of Plaintiffs' Counsel as counsel for the Trust Loans Settlement Class for settlement purposes only;
- e. Designating the Settlement Fund Account as a Qualified Settlement Fund within the meaning of Internal Revenue Code § 468B, as amended;
- f. Appointing the Fund Administrator as the Qualified Settlement Fund administrator;
- g. Approving a form of mailed notice substantially similar to the Class Mail Notice attached as **Exhibit A** to be sent to the members of the Trust Loans Settlement Class;
- h. Directing Plaintiffs' Counsel to mail the Class Mail Notice promptly after entry by the Court of the Preliminary Approval Order to the Trust Loans Settlement Class by first-class mail to the last known address of such persons;
- i. Establishing a procedure for members of the Trust Loans Settlement Class to opt out of the Settlement and setting a date, approximately thirty (30) 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;
- j. Establishing a procedure for the members of the Trust Loans Settlement Class to object to the Settlement and setting a date, approximately thirty (30) days after the mailing of the Class Mail Notice, after which no member of the Trust Loans Settlement Class shall be allowed to object;

k. Establishing a procedure to intervene in the Litigation and setting a date, approximately thirty (30) days after the mailing of the Class Mail Notice, after which no one shall be allowed to intervene;

l. Scheduling a hearing on final approval of the Settlement and Agreement, which shall not be sooner than 45 days following the entry of the Preliminary Approval Order. and establishing a procedure for the Trust Loans Settlement Class Members to appear at the hearing;

m. Staying 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;

n. Holding that the Litigation and claims asserted therein shall not in any way stay, bar, preclude, abate or otherwise operate as any sort of adjudication of the claims of the Named Plaintiffs and/or the Trust Loans Settlement Class Members against any person, association or entity other than the Settling Defendants and other Released Persons as released herein including, without limitation, the claims currently asserted in the Missouri Cases pursuant to the MSMLA against the assignees and servicers of the FCMC/CFG Loans; and

o. Containing such other and further provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable.

10. Opt Outs/Exclusion from the Settlement

a. Procedure for Opt Outs. The deadline for opt out requests shall be set forth by the Court in the Preliminary Approval Order. Any exclusion request to opt out must be in writing and must 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 to opt out of the Settlement. Any opt out request must be personally signed by each person (borrower) who signed the promissory note in connection with the subject FCMC/CFG Related Trust Loan, unless such person is deceased or legally incompetent. In the event a person who signed the promissory note is deceased or legally incompetent, the personal representative or guardian of such person must sign the opt out request and present written proof of such representative capacity to sign. Any opt out request must include a reference to the Litigation: "Bertels v. U.S. Bank, National Association, Case No. __CV-_____" and be mailed to:

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

and

Eric R. Sherman
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402
(on behalf of the Settling Defendants)

To be considered timely and effective, any opt out 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 opt out request substantially in compliance with this Section 10 shall be included in the Trust Loans Settlement Class and shall be deemed a Trust Loans Settlement Class Member as defined herein.

For purposes of determining timeliness, an opt out request shall be deemed to have been submitted when received by either Class Counsel or Counsel for the Settling Defendants. Plaintiffs' Counsel shall notify Counsel for the Settling Defendants upon receipt of any opt out requests, and vice versa. Plaintiffs' Counsel shall provide the Court with a list of those persons who timely and adequately filed a request to be excluded from the Settlement before the date of the Final Approval Hearing.

b. Effect of Opt Outs. If class member opt outs result in the exclusion from the Settlement of any of the thirty-nine (39) FCMC/CFG Related Trust Loans that otherwise would be included in the Settlement, the Settling Defendants, in their sole discretion, may jointly rescind 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 Settling Defendants exercise their option to rescind the Agreement, 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 or defenses against the other Party or Parties as provided in Section 16. The Settling Defendants must exercise their option to rescind the Agreement pursuant to this Section 10.b at least five (5) business days before the Final Hearing Date, by giving written notice of such exercise to Class Counsel.

c. Bankruptcy Trustees. In instances where a member of the Trust Loans Settlement Class has filed for bankruptcy under Chapter 7 after obtaining his, her, or their FCMC/CFG Related Trust Loan, if said member of the Trust Loans Settlement Class opts out of the Settlement, the Chapter 7 bankruptcy trustee shall be deemed to have opted out of the

Settlement. Similarly, if the Chapter 7 bankruptcy trustee of such a bankruptcy opts out of the Settlement, the member of the Trust Loans Settlement Class likewise shall be deemed to have opted out of the Settlement. If neither the member of the Trust Loans Settlement Class nor the Chapter 7 bankruptcy trustee opts out of the Settlement, both shall be bound by the Release provisions of Section 6.

11. Objections to the Settlement

a. Procedure for Objections to Settlement. 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 received and filed with the Clerk of the Court. Copies of the Notice of Objection must also be mailed or delivered to the following on or before the date for filing a Notice of Objection:

R. Frederick Walters
Kip D. Richards
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

Eric R. Sherman
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402
(on behalf of the Settling Defendants)

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 (i.e., Bertels v. U.S. Bank National Association, Case No. __CV-____.”

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. To the extent any such Trust Loans Settlement Class Member intervenes, such

Trust Loans Settlement Class Member shall be bound by this Agreement and will be entitled to receive only a pro rata payment from the Net Distributable Settlement Fund. Any intervening Trust Loans Settlement Class Member shall be responsible for his or her own attorney's fees and costs.

12. 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 Settling Defendants to the current Trust Investors and other persons determined to be appropriate by the Settling Defendants for purposes of effectuating the Settlement. This Agreement is subject to: (a) the rights of the Settling Defendants 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 the Settlement in one or more trust instruction proceedings to be commenced by the Settling Defendants or to direct the Settling Defendants pursuant to the Trust Documents, and (c) entry of one or more final orders in form and substance satisfactory to the Settling Defendants authorizing or instructing them to enter into and perform this Agreement on behalf of the Trusts and to the extent applicable, the current Trust Investors (the "Trustee Approval Order"). Within seven (7) business days after entry of the Preliminary Approval Order, the Settling Defendants 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 the Trust Loans Settlement 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 FCMC/CFG Related Trust Loans. If the Trustee Approval Order cannot be obtained for any Trust 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 Settling Defendants 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 Settling Defendants in writing or if there is another legal impediment to the implementation of this Agreement by the Settling Defendants for all of the Trusts, 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 16 below. Nothing in this Agreement shall modify the Trust Documents. The Settling Defendants, the Trusts and Trustees reserve all rights under the Trust Documents with respect to any proceedings related to the Trustee Approval Order.

13. Final Approval Order and Judgment

a. The Named Plaintiffs and Plaintiffs' Counsel agree that they will request the Court to enter, after the hearing on final approval of this Agreement, a Final Approval Order and Judgment substantially in the form attached as **Exhibit C**.

b. In accordance with **Exhibit C**, the Final Approval Order and Judgment will certify the Trust Loans Settlement Class and find that the Settlement and this Agreement are fair, reasonable, and adequate and in the best interests of the Trust Loans Settlement Class, dismiss all claims and motions of the Named Plaintiffs on behalf of the Trust Loans Settlement Class Members pending against the Settling Defendants in the Litigation on the merits and with prejudice as to the Releasors, declare that the Trust Loans Settlement Class Members are bound

by the Releases set forth in Section 6 of this Agreement as of the Effective Date, find and/or conclude that the Non-Trust Loan Plaintiff Borrowers cannot recover any damages, penalties, sanctions, or other relief from the Settling Defendants with respect to their FCMC/CFG Loans because the FCMC/CFG Loans of the Non-Trust Loan Plaintiff Borrowers are not FCMC/CFG Related Trust Loans (which finding and/or conclusion shall not be deemed a holding that the Non-Trust Loan Plaintiff Borrowers have released any claims of any kind or type with respect to any FCMC/CFG Loans), contain an express determination by the Court that “there is no just reason for delay,” reserve continuing jurisdiction over the enforcement of this Agreement, the administration and distribution of 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 Section 15 below, and require the Parties to carry out the provisions of this Agreement.

14. Certifications to the Court

a. On or before the Final Hearing Date, Plaintiffs’ 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, Plaintiffs’ Counsel shall file with the Court an affidavit verifying that they have complied with the procedures described in Section 17.a with respect to all Class Mail Notices returned as undeliverable.

c. On or before the Final Hearing Date, Counsel for the Settling Defendants shall file with the Court an affidavit verifying that the Trustee Approval Order has been entered and that the requirements of Section 12 have been met.

15. Effectiveness of Settlement Agreement

a. The “Effective Date” of this Agreement shall be the date when each and all of the following 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 Settling Defendants, Plaintiffs’ Counsel and Counsel for the Settling Defendants;

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

iii. The court-approved Class Mail Notice has been duly mailed to the Trust Loans Settlement Class as ordered by the Court;

iv. A Final Approval Order and Judgment has been entered by the Court in a form substantially similar to that attached as **Exhibit C** as provided in Section 13;

v. The Final Approval Order and Judgment entered as provided in Section 13 has become final, binding, and no longer subject to appellate review, which shall be one (1) business day following the latest of the following: (a) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment without any appeal having been taken; or (b) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order and Judgment without any material modification, of all proceedings arising out of the appeal (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on any remand), and all proceedings arising out of any subsequent appeal or appeals following

decisions on remand; or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari;

vi. All orders of voluntary dismissal with prejudice described in Section 18 have been entered in the Missouri Cases conditioned only upon the occurrence of the Effective Date; and

vii. 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 the Trust Investors to object, and no order has been entered prohibiting any of the Settling Defendants, as a Trustee or otherwise, from entering into or carrying out the terms of this Agreement on behalf of the Trusts; provided, however, that if a Trustee Approval Order acceptable to the Trustees has not been entered within one hundred eighty (180) days of the entry of the Preliminary Approval Order, or if any order prohibiting any of the Settling Defendants from entering into or carrying out the terms of this Agreement on behalf of the Trusts is entered, then any Party in its 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 any Party exercises 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 16.

b. If any material portion of the Agreement or the Final Approval Order and

Judgment is vacated, voided, modified, or otherwise altered by the Court or on appeal, any Party may, in its sole discretion, within seven (7) calendar days of such ruling, declare that the Agreement has failed to become effective, and in such circumstances the Agreement shall cease to be of any force and effect as provided in Section 16.

16. Failure of Condition

If, for any reason, this Agreement fails to become effective pursuant to Sections 10, 12, or 15 or otherwise, each and every obligation under the Agreement shall cease to be of any force and effect, this Agreement, any dismissal entered pursuant to this Agreement, the Final Judgment, and any orders entered in connection with the Settlement, dismissal order or Final Judgment, 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/or Fed.R.Civ.P. 60(b), the parties shall cause the Litigation to be dismissed without prejudice, the portion of the Settlement Fund received by the Fund Administrator under Section 4.a shall be returned to the Settling Defendants, and the Parties shall be returned to the status quo prior to entering into this Agreement with respect to the claims and defenses and 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 above shall survive and remain binding on the Parties and effective in all respects regardless of the reason for such failure of condition and any Party may reassert their claims and/or defenses against any other Party or Parties in the Missouri Cases; provided, however, that if at such time either of the Missouri Cases is or has been terminated or otherwise concluded, or if the Named Plaintiff(s) and/or the Trust Loans Settlement Class Members are otherwise precluded from reasserting their claims against the Settling Defendants in either 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 Settling Defendants, or any of the Released Persons, or any one or more of them, in the same or separate lawsuits or proceedings, to pursue the claims and causes of action that they are currently and respectively asserting in the Missouri Cases as if the claims had been reasserted in the Missouri Cases as stated and intended herein. In such event, the Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of the Parties, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in any of the Missouri Cases or re-commenced or re-filed actions, or otherwise.

17. Class Notice Forms

a. **Exhibit D** constitutes a list of the members of the Trust Loans Settlement Class to whom the Class Mail Notice will be mailed. Prior to mailing, Plaintiffs' Counsel will update the addresses by use of the United States Postal Service's National Change of Address database or another address database service (e.g., Accurint, Intelius, TransUnion/TLO). Plaintiffs' Counsel will re-mail any returned Notices to any new address disclosed. To the extent any Notice is returned a second time, Plaintiffs' Counsel shall undertake reasonable efforts to locate a current address for the recipient. The Class Mail Notice shall be mailed within five (5) days of the entry of the Preliminary Approval Order.

b. Subject to Court approval and satisfaction of the other Approval Conditions, all Trust Loans Settlement Class Members 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, the Court's orders, or the Settlement. Further, the Parties expressly acknowledge and agree that a Final

Judgment shall be entered by the Court dismissing the Released Claims and barring the relitigation of the Released Claims as provided herein, regardless of whether such Released Claims were actually asserted, to the fullest extent of the law and that the Final Approval Order and Judgment shall be entitled to full faith and credit in any other court, tribunal or forum, including arbitration fora or agency.

18. Dismissal of Claims

The Parties agree that within five (5) business days of the entry of the Preliminary Approval Order, they will file the motion(s), notice(s), or stipulation(s) necessary: (1) to voluntarily dismiss with prejudice U.S. Bank National Association and U.S. Bank Trust National Association, each in its individual capacity and in all relevant Representative Capacities, in both of the Missouri Cases, (2) to voluntarily dismiss with prejudice Wilmington Trust Company, in its individual capacity and in all relevant Representative Capacities, in *Beaver v. U.S. Bank Trust National Association*, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County, Missouri) (consolidated with *Beaver v. U.S. Bank Trust National Association*, Case No. 03-CV-213643, filed May 28, 2003 (Cir. Ct. Jackson County, Missouri)), and (3) to voluntarily dismiss with prejudice in *Baker v. Century Financial Group, Inc.*, Case No. 7CV100004294, filed June 28, 2000 (Cir. Ct. Clay County, Missouri), the Trust Loans Settlement Class Members' claims against Wilmington Trust Company, in its individual capacity and in all relevant Representative Capacities. The motion(s), notice(s), or stipulation(s) shall ask that such dismissals be ordered forthwith conditioned only upon the occurrence of the Effective Date. With respect to each such dismissal, each Party shall bear its own costs. The requests for the dismissals shall be joined by all Named Plaintiffs in the Missouri Cases and shall further request the dismissal with prejudice of any and all alleged causes of action that the Trust Loans Settlement Class Members may have

against any Released Person with respect to any FCMC/CFG Related Trust Loan. The requests for dismissal shall further request that the courts in the Missouri Cases find and conclude that the Non-Trust Loan Plaintiff Borrowers in the Missouri Cases cannot recover any damages, penalties, or other relief from any Released Person with regard to any of thirty-nine (39) FCMC/CFG Related Trust Loans.

19. Public Comments and Press Releases

a. The Named Plaintiffs and Plaintiffs' Counsel agree not to issue any written press releases concerning the Settlement. To the extent any media contacts Plaintiffs' Counsel, Plaintiffs' Counsel shall not be constrained in their communications except as otherwise required by the terms of this Agreement.

b. It is expressly understood and agreed that a Party's website is not the "press" and that the publication and/or a description of information and documents on a Party's website is not a "press release."

c. Before the Motion for Preliminary Approval of Class Action Settlement is filed, neither the Parties nor any of their counsel shall communicate with the media regarding the Settlement, except as required by law.

d. No Party and no counsel shall make any public comments, including any posting on the Party's website, 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.

e. Nothing in this Section shall prohibit counsel from providing legal advice to any individual Trust Loans Settlement Class Members or any other clients.

f. 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 any 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.

20. General Provisions

a. Entire Agreement. This Agreement, together with the attached exhibits, constitutes the full, complete and entire understanding, agreement and arrangement of and between the Named Plaintiffs and the Trust Loans Settlement Class Members on the one hand and the Settling Defendants 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, and arrangements 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.

b. Severability. This Agreement shall be enforced in its entirety to the maximum extent allowed by law. If any provision contained in this Agreement shall be determined to be invalid, illegal, unenforceable or contrary to law in any respect for any reason, such provision or portion of such provision shall be of no force or effect; but, subject to Section 16 hereof, the validity, legality, and enforceability of the provision in any other respect and of any and all of the remaining provisions of this Agreement shall continue in full force and effect and shall not be impaired in any way. The Parties agree that, to the extent allowed by law, they shall meet and

confer in good faith with respect to any provision found to be in contravention of the law in order to agree on a substitute provision.

c. 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 amended, altered, modified or waived, in whole or in part, orally.

d. Ongoing Cooperation. The Parties hereto shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. The execution of documents must take place prior to the Final Hearing Date.

e. Duplicate Originals/Execution in Counterpart. All Parties, Plaintiffs' Counsel and Counsel for the Settling Defendants shall sign two (2) copies of this Agreement and each such copy shall be considered an original. This Agreement may be signed in one or more counterparts. All executed copies of this Agreement, and photocopies thereof (including facsimile and .pdf copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

f. 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, other than the warranties and representations expressly made in this Agreement.

g. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the state of Missouri, without regard to conflicts of law rules. This Agreement shall be enforced in the Circuit Court of Jackson County, Missouri, at Independence. The Settling Defendants, Named Plaintiffs and Trust Loans Settlement Class Members waive any objection that each such Party may now or hereafter have to the venue of

such suit, action, or proceeding and each irrevocably consents to the jurisdiction of the Jackson County Court in any such suit, action or proceeding, and agrees to accept and acknowledge service of any and all process that may be served in any such suit, action or proceeding.

h. Reservation of Jurisdiction. Notwithstanding the dismissal of and entry of a judgment on the Released Claims, the Court shall retain jurisdiction for purposes of enforcing the terms of this Agreement and implementing the Settlement, including the issuance of injunctions against actions brought by Trust Loans Settlement Class Members in violation of the Final Judgment.

i. 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.

j. 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.

k. Usage. The following rules apply to the construction of this Agreement:

i. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders.

ii. The singular includes the plural and the plural includes the singular.

iii. "Include" and "including" are not limiting.

iv. The headings of the sections and subsections are for convenience only and shall not constitute a part of this Agreement and shall not affect the meaning, construction, or effect of the applicable provisions of this Agreement.

v. Words such as “hereunder,” “hereto,” “hereof,” and “herein,” and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole Agreement and not to any particular section, subsection, or clause hereof.

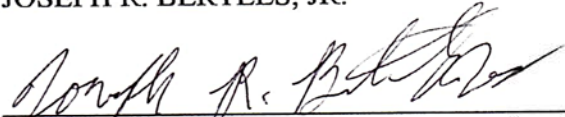
l. Authority. With respect to themselves, each of the Parties to this Agreement represents, covenants and warrants that (i) they have the full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance 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 or Parties for whom he/she is executing 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.

m. Exhibits. The exhibits 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 latest of the dates indicated below.

JOSEPH R. BERTELS, JR.

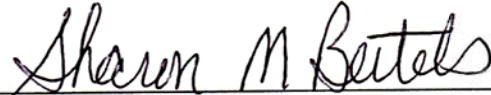
Dated: November 10, 2016



Joseph R. Bertels, Jr., on his own behalf and on behalf of the Trust Loans Settlement Class Members

SHARON M. BERTELS

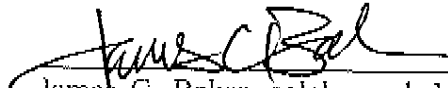
Dated: November 10, 2016



Sharon M. Bertels, on her own behalf and on behalf of the Trust Loans Settlement Class Members

JAMES C. BAKER

Dated: November 8, 2016


James C. Baker, solely on behalf of the Trust
Loans Settlement Class Members

JILL S. BAKER WEYRAUCH

Dated: November __, 2016

Jill S. Baker Weyrauch, solely on behalf of the
Trust Loans Settlement Class Members

JEFFREY A. COX

Dated: November __, 2016

Jeffrey A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

MICHELLE A. COX

Dated: November __, 2016

Michelle A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

WILLIAM L. SPRINGER

Dated: November __, 2016

William L. Springer, solely on behalf of the
Trust Loans Settlement Class Members

LINDA A. SPRINGER BABCOCK

Dated: November __, 2016

Linda A. Springer Babcock, solely on behalf of
the Trust Loans Settlement Class Members

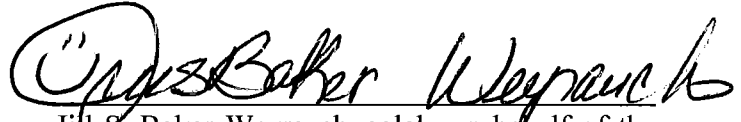
JAMES C. BAKER

Dated: November __, 2016

James C. Baker, solely on behalf of the Trust
Loans Settlement Class Members

JILL S. BAKER WEYRAUCH

Dated: November 15, 2016



Jill S. Baker Weyrauch, solely on behalf of the
Trust Loans Settlement Class Members

JEFFREY A. COX

Dated: November __, 2016

Jeffrey A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

MICHELLE A. COX

Dated: November __, 2016

Michelle A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

WILLIAM L. SPRINGER

Dated: November __, 2016

William L. Springer, solely on behalf of the
Trust Loans Settlement Class Members

LINDA A. SPRINGER BABCOCK

Dated: November __, 2016

Linda A. Springer Babcock, solely on behalf of
the Trust Loans Settlement Class Members

JAMES C. BAKER

Dated: November __, 2016

James C. Baker, solely on behalf of the Trust
Loans Settlement Class Members

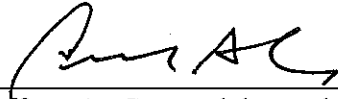
JILL S. BAKER WEYRAUCH

Dated: November __, 2016

Jill S. Baker Weyrauch, solely on behalf of the
Trust Loans Settlement Class Members

JEFFREY A. COX

Dated: November 10, 2016



Jeffrey A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

MICHELLE A. COX

Dated: November __, 2016

Michelle A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

WILLIAM L. SPRINGER

Dated: November __, 2016

William L. Springer, solely on behalf of the
Trust Loans Settlement Class Members

LINDA A. SPRINGER BABCOCK

Dated: November __, 2016

Linda A. Springer Babcock, solely on behalf of
the Trust Loans Settlement Class Members

JAMES C. BAKER

Dated: November __, 2016

James C. Baker, solely on behalf of the Trust
Loans Settlement Class Members

JILL S. BAKER WEYRAUCH

Dated: November __, 2016

Jill S. Baker Weyrauch, solely on behalf of the
Trust Loans Settlement Class Members

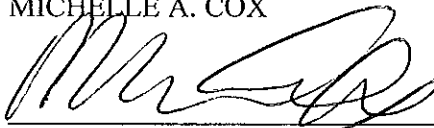
JEFFREY A. COX

Dated: November __, 2016

Jeffrey A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

MICHELLE A. COX

Dated: November 8, 2016



Michelle A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

WILLIAM L. SPRINGER

Dated: November __, 2016

William L. Springer, solely on behalf of the
Trust Loans Settlement Class Members

LINDA A. SPRINGER BABCOCK

Dated: November __, 2016

Linda A. Springer Babcock, solely on behalf of
the Trust Loans Settlement Class Members

JAMES C. BAKER

Dated: November __, 2016

James C. Baker, solely on behalf of the Trust
Loans Settlement Class Members

JILL S. BAKER WEYRAUCH

Dated: November __, 2016

Jill S. Baker Weyrauch, solely on behalf of the
Trust Loans Settlement Class Members

JEFFREY A. COX

Dated: November __, 2016

Jeffrey A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

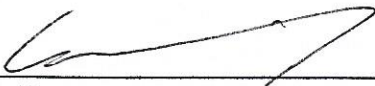
MICHELLE A. COX

Dated: November __, 2016

Michelle A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

WILLIAM L. SPRINGER

Dated: November 1^o, 2016



William L. Springer, solely on behalf of the
Trust Loans Settlement Class Members

LINDA A. SPRINGER BABCOCK

Dated: November __, 2016

Linda A. Springer Babcock, solely on behalf of
the Trust Loans Settlement Class Members

JAMES C. BAKER

Dated: November __, 2016

James C. Baker, solely on behalf of the Trust
Loans Settlement Class Members

JILL S. BAKER WEYRAUCH

Dated: November __, 2016

Jill S. Baker Weyrauch, solely on behalf of the
Trust Loans Settlement Class Members

JEFFREY A. COX

Dated: November __, 2016

Jeffrey A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

MICHELLE A. COX

Dated: November __, 2016

Michelle A. Cox, solely on behalf of the Trust
Loans Settlement Class Members

WILLIAM L. SPRINGER

Dated: November __, 2016

William L. Springer, solely on behalf of the
Trust Loans Settlement Class Members

LINDA A. SPRINGER BABCOCK



Dated: November 9, 2016

Linda A. Springer Babcock, solely on behalf of
the Trust Loans Settlement Class Members

U.S. BANK NATIONAL ASSOCIATION
solely in its respective capacities as Trustee for
each of the applicable Trusts as defined herein,
and in all cases not in its individual capacity.

Dated: November 15, 2016

By: Susan Gaudson
Title: Vice-President

WILMINGTON TRUST COMPANY solely in
its respective capacities as Trustee for each of
the applicable Trusts as defined herein, and in
all cases not in its individual capacity

Dated: November __, 2016

By: _____
Title: _____

Plaintiffs' Counsel

Dated: November __, 2016

By: _____

Counsel for the Settling Defendants

Dated: November __, 2016

By: _____

U.S. BANK NATIONAL ASSOCIATION
solely in its respective capacities as Trustee for
each of the applicable Trusts as defined herein,
and in all cases not in its individual capacity.

Dated: November __, 2016

By: _____
Title: _____

WILMINGTON TRUST COMPANY solely in
its respective capacities as Trustee for each of
the applicable Trusts as defined herein, and in
all cases not in its individual capacity

Dated: November 28, 2016

By: Paul J. Tiede
Title: Chief Vice President

Plaintiffs' Counsel

Dated: November __, 2016

By: _____

Counsel for the Settling Defendants

Dated: November __, 2016

By: _____

U.S. BANK NATIONAL ASSOCIATION
solely in its respective capacities as Trustee for
each of the applicable Trusts as defined herein,
and in all cases not in its individual capacity.

Dated: November __, 2016

By: _____
Title: _____

WILMINGTON TRUST COMPANY solely in
its respective capacities as Trustee for each of
the applicable Trusts as defined herein, and in
all cases not in its individual capacity

Dated: November __, 2016

By: _____
Title: _____

Plaintiffs' Counsel

Dated: November 30, 2016

By:  _____

Counsel for the Settling Defendants

Dated: November __, 2016

By: _____

U.S. BANK NATIONAL ASSOCIATION
solely in its respective capacities as Trustee for
each of the applicable Trusts as defined herein,
and in all cases not in its individual capacity.

Dated: November __, 2016

By: _____
Title: _____

WILMINGTON TRUST COMPANY solely in
its respective capacities as Trustee for each of
the applicable Trusts as defined herein, and in
all cases not in its individual capacity

Dated: November __, 2016

By: _____
Title: _____

Plaintiffs' Counsel

Dated: November __, 2016

By: _____

Counsel for the Settling Defendants

Dated: November 30, 2016

By:  _____

SCHEDULES AND EXHIBITS

Schedule A – Proposed Distribution Schedule of Net Distributable Settlement Fund/Trust Loans
Settlement Class Member Payments for FCMC/CFG Related Trust Loans

Schedule B – List of Named Plaintiffs and Proposed Incentive Awards

Exhibit A – Class Mail Notice

Exhibit B – Preliminary Approval Order

Exhibit C – Final Approval Order and Judgment

Exhibit D – Trust Loans Settlement Class List

Exhibit E – List of Affiliates

SCHEDULE A
to Settlement Agreement dated November 30, 2016

**ORIGINAL EXHIBIT FILED
UNDER SEAL**

SCHEDULE B

<u>NAMED PLAINTIFFS</u>	<u>PROPOSED INCENTIVE AWARD</u>
Joseph R. Bertels, Jr. Sharon M. Bertels	\$6,000
James C. Baker Jill S. Baker Weyrauch	\$2,000
Jeffrey A. Cox Michelle A. Cox	\$2,000
William L. Springer Linda A. Springer Babcock	\$2,000

EXHIBIT A: PROPOSED CLASS MAIL NOTICE
IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

JOSEPH R. BERTELS, JR. AND SHARON
M. BERTELS, et al.,

Plaintiffs,

vs.

U.S. BANK NATIONAL ASSOCIATION,
et al.

Defendants.

Case No.

Division

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND SETTLEMENT HEARING

*A Missouri Court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU ARE AMONG A CLASS OF PERSONS WHO OBTAINED A “SECOND MORTGAGE LOAN” AS DEFINED UNDER MISSOURI LAW THAT WAS: (A) SECURED BY A MORTGAGE OR DEED OF TRUST ON RESIDENTIAL REAL PROPERTY LOCATED IN MISSOURI FROM FIRST CONSUMERS MORTGAGE, INC. (ALSO KNOWN AS FIRST CONSUMERS FINANCIAL, FIRST CONSUMERS MORTGAGE, AND FIRST CONSUMERS MORTGAGE CORP.) OR CENTURY FINANCIAL GROUP, INC.; AND (B) “SECURITIZED” IN ONE OR MORE OF THE HOME LOAN TRUSTS IDENTIFIED IN THE SETTLEMENT AND RELEASE AGREEMENT. THE SUBJECT LOANS ARE REFERRED TO AS THE “FCMC/CFG RELATED TRUST LOANS.”

AS A MEMBER OF THE DEFINED “TRUST LOANS SETTLEMENT CLASS,” YOU ARE ELIGIBLE TO RECEIVE A PAYMENT OF MONEY WITH REGARD TO YOUR FCMC/CFG RELATED TRUST LOAN PURSUANT TO THE SETTLEMENT DESCRIBED IN THIS NOTICE. IF APPROVED BY THE COURT, THE SETTLEMENT WILL RESOLVE ALL OF YOUR CLAIMS AGAINST THE SETTLING DEFENDANTS AND CERTAIN OTHER PERSONS WITH REGARD TO YOUR FCMC/CFG RELATED TRUST LOAN. THOSE MEMBERS OF THE TRUST LOANS SETTLEMENT CLASS WHO DO NOT OPT OUT OF AND EXCLUDE THEMSELVES FROM THE SETTLEMENT WILL RECEIVE A PAYMENT OF MONEY RANGING FROM AN ESTIMATED \$250.00 TO \$88,084.10 (\$27,496.22 ON AVERAGE) IN EXCHANGE FOR A DISMISSAL OF THEIR CLAIMS AGAINST THE SETTLING DEFENDANTS. YOU CAN SEE WHAT CLASS COUNSEL CURRENTLY ESTIMATES THE AMOUNT OF YOUR “TRUST LOANS SETTLEMENT

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

CLASS MEMBER PAYMENT” TO BE BY VISITING www.wbsvlaw.com AND CLICKING ON THE LINK “OUR CASES” THEN “CLASS ACTION SETTLEMENTS” THEN “2016 TRUST LOANS SETTLEMENT.”

1. WHY SHOULD I READ THIS NOTICE?

This Notice has been mailed to you because the Parties’ records show that: (1) you obtained a second mortgage loan that was secured by your Missouri residence and that was originated by either First Consumers Mortgage, Inc. (a/k/a First Consumers Financial, First Consumers Mortgage, and First Consumers Mortgage Corp.) (“FCMC”) on or after June 23, 1994, or by Century Financial Group, Inc. (“CFG”) on or after June 28, 1994; (2) you are a member of the “Litigation Class” certified in the lawsuit styled *Beaver v. U.S. Bank Trust National Association*, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County, Missouri) (consolidated with *Beaver v. U.S. Bank Trust National Association*, Case No. 03-CV-213643, filed May 28, 2003 (Cir. Ct. Jackson County, Missouri)) or the lawsuit styled *James and Jill Baker, et al., v. Century Financial Group, Inc. et al.*, Case No. 7CV100004294, filed June 28, 2000 (Cir. Ct. Clay County, Missouri) (the “Missouri Cases”); (3) you did not timely exclude yourself from the Litigation Class in the Missouri Cases; and (4) your loan from FCMC or CFG was securitized in one of the home loan trusts identified by U.S. Bank National Association and Wilmington Trust Company (the “Trusts”).

Your second mortgage loan is currently the subject of a separate class action lawsuit filed in the Circuit Court of Jackson County, Missouri styled “*Bertels v. U.S. Bank National Association*, Case No. [INSERT]” (the “Lawsuit” or “Litigation”). The Lawsuit was filed for purposes of effecting a class action settlement and resolving the claims of certain class members in the Missouri Cases. Your second mortgage loan is among the loans at issue in one of the Missouri Cases.

You (and any co-borrower(s) on your second mortgage loan) are now eligible to receive payment of money in connection with your second mortgage loan pursuant to a proposed settlement (the “Settlement”) entered into on [INSERT], 2016 by Joseph R. Bertels, Jr., Sharon M. Bertels, James C. Baker, Jill S. Baker Weyrauch, Jeffrey A. Cox, Michelle A. Cox, William L. Springer, and Linda A. Springer Babcock, the “Named Plaintiffs” in the Lawsuit, and the Settling Defendants.

The Named Plaintiffs and the Settling Defendants are collectively referred to in this Notice as the “Parties.”

This Notice generally describes your rights under the proposed Settlement, which has been preliminarily approved by the Circuit Court of Jackson County, Missouri (the “Court”) and provides notice to you of the date and time of the “Fairness Hearing” that the Court will conduct to consider whether Settlement should be finally approved. Please share this Notice with any co-borrower(s) on your loan(s).

2. WHAT IS THE SETTLEMENT ABOUT?

The Lawsuit was filed on [INSERT] in the Circuit Court of Jackson County, Missouri at Independence. The plaintiffs filed the lawsuit on their own behalf, and on behalf of a proposed

class of other second mortgage borrowers who obtained second mortgage loans secured by Missouri residential real estate from either FCMC or CFG, which was securitized in one of the “Trusts” as defined above.

Plaintiffs filed the Lawsuit in order to consolidate and expeditiously resolve 39 individual but substantially similar claims against the Settling Defendants arising from the FCMC/CFG Related Trust Loans as asserted in the Missouri Cases.

The plaintiffs allege that FCMC and CFG, the originating lenders, violated the Missouri Second Mortgage Loans Act (“MSMLA”), §§ 408.231-408.241 RSMo, by directly or indirectly charging, contracting for and/or receiving a number of different fees in connection with its Missouri second mortgage loans in violation of the MSMLA, § 408.233.1 RSMo. The plaintiffs allege that the entities that purchased or received the Missouri loans, including the Trusts and their trustees, are derivatively liable to the borrowers for FCMC’s and/or CFG’s violations of Missouri law. In addition, the plaintiffs allege that the entities that purchased and/or serviced the loans, including the Trusts and their trustees, violated the MSMLA by directly or indirectly charging, contracting for and/or receiving the illegal settlement charges and loan fees, as well as interest, on the unlawful loans that FCMC and CFG made. The Settling Defendants deny the plaintiffs’ allegations of wrongdoing and liability, and maintain that, as trustees for entity-trusts that held the FCMC/CFG Related Trust Loans, they are not liable in any capacity for any alleged violations of the MSMLA.

On [INSERT], the Named Plaintiffs, as representatives of the members of the proposed Trust Loans Settlement Class, and the Settling Defendants agreed to settle and resolve the Lawsuit as between the Trust Loans Settlement Class and the Settling Defendants. The Settlement and its terms are summarized in this Notice. The loans covered by the Settlement are referred to as the “FCMC/CFG Related Trust Loans.” If approved by the Court, the Settlement will bring an end to the Released Claims that the Named Plaintiffs are pursuing in the Lawsuit on behalf of the Trust Loans Settlement Class with regard to FCMC/CFG Related Trust Loans. The settlement will also resolve and end the Released Claims as currently asserted in the Missouri Cases. Complete details of the Settlement are contained in a written “Settlement Agreement and Release” (the “Agreement”) filed with the Court.

On _____, 2016, the Court preliminarily approved the Settlement as fair, reasonable, and adequate. The Court will conduct a “fairness hearing” **on [@ 45 Days after Entry of Preliminary Approval], 2016** to consider, among other things, whether the Settlement should be finally approved as fair, reasonable, and adequate. The proposed Settlement will become effective only if it is finally approved by the Court, provided all the other terms and conditions of the Settlement as stated in the Agreement are met.

3. WHO IS COVERED BY THE PROPOSED SETTLEMENT?

The Settlement will only apply to the “Trust Loans Settlement Class Members” as defined in the Agreement. The “Trust Loans Settlement Class” is comprised of:

All persons who obtained a “Second Mortgage Loan” as defined in § 408.231.1

RSMo from:

- (a) **First Consumers Mortgage, Inc.** (also known as First Consumers Financial, First Consumers Mortgage, and First Consumers Mortgage Corp.) on or after June 23, 1994, that was securitized via any of the following trusts: Bayview Financial Acquisition Trust 1998-B, Keystone Owner Trust 1998-P1, Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2, Master Financial Asset Securitization Trust 1997-1, Master Financial Asset Securitization Trust 1998-1, Master Financial Asset Securitization Trust 1998-2, Mego Mortgage Home Loan Owner Trust 1997-1, Mego Mortgage Home Loan Owner Trust 1997-2, Mego Mortgage Home Loan Owner Trust 1997-4, and who did not timely exclude themselves from the litigation class certified in the class action lawsuit *Beaver v. U.S. Bank Trust National Association*, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County, Missouri) (consolidated with *Beaver v. U.S. Bank Trust National Association*, Case No. 03-CV-213643, filed on May 28, 2003 (Cir. Ct. Jackson County, Missouri)); or
- (b) **Century Financial Group, Inc.** on or after June 28, 1994 that was securitized via Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2, TMI Home Loan Trust 1998-A, or United National Home Loan Owner Trust 1999-2, and who did not timely exclude themselves from the litigation class certified in the class action lawsuit *Baker v. Century Financial Group, Inc.*, Case No. 7CV100004294, filed on June 28, 2000 (Cir. Ct. Clay County, Missouri).

4. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

The following is only a summary of some of the terms and conditions of the proposed Settlement. For more information, you may obtain a copy of the executed Agreement by contacting Plaintiffs' Counsel at the address listed in Section 7 of this Notice, or by visiting the website of Plaintiffs' Counsel, www.wbsvlaw.com, and clicking on the link "Our Cases" then "Class Action Settlements" then "2016 Trust Loans Settlement."

- A. The total amount that the Settling Defendants have agreed to pay in settlement (the "Settlement Fund") is \$2,000,000.00. If the Court approves the Settlement, the members of the Trust Loans Settlement Class who do not exclude themselves from the Settlement will receive a settlement payment ranging from an estimated \$250.00 to \$88,084.10 (\$27,496.22 on average) per loan. The amount of each such "Trust Loans Settlement Class Member Payment" represents a pro rata share of the "Net Distributable Settlement Fund" recovered pursuant to the Settlement and has been determined on a per loan basis, based on a negotiated percentage of the sum of the following: (a) the total amount of the loan fees that were charged, contracted for or received in connection with the loans that are alleged to violate the MSMLA; (b) the actual and/or estimated amount of interest paid on the loan; and (c) pre-judgment interest accruing on those amounts.

The “Net Distributable Settlement Fund” is a percentage of the “Net Settlement Fund.” The “Net Settlement Fund” is determined by deducting the following from the Settlement Fund: (a) the amount of any incentive fees that the Court awards to the Named Plaintiffs for their services, time and commitment in representing the Trust Loans Settlement Class; (b) the amount of any litigation expenses and court costs that the Court awards to Plaintiffs’ Counsel pursuant to the Agreement; and (c) any interest earned and attributable to these awards, respectively, while in the Settlement Fund Account. As proposed, the “Net Distributable Settlement Fund” will total \$1,072,352.65, or fifty-five percent (55%) of the “Net Settlement Fund.” The Named Plaintiffs and Plaintiffs’ Counsel will ask the Court to award the remaining forty-five percent (45%) of the “Net Settlement Fund” (\$877,379.44), as attorneys’ fees to Plaintiffs’ Counsel for their services and work in pursuing the claims against the Settling Defendants and in procuring the \$2,000,000.00 Settlement Fund for the Trust Loans Settlement Class. The bases for the proposed incentive, expense and attorneys’ fees awards that the Named Plaintiffs and Plaintiffs’ Counsel will ask the Court to approve are explained in Section 10 of this Notice.

The members of the Trust Loans Settlement Class can review what Plaintiffs’ Counsel currently estimates the amount of their particular Trust Loans Settlement Class Member Payment to be by visiting the website of Plaintiffs’ Counsel, www.wbsvlaw.com, and clicking on the link “Our Cases” then “Class Action Settlements” then “2016 Trust Loans Settlement.”

- B. If the Court approves the Settlement and it becomes effective in accordance with the terms and conditions of the Agreement, the members of the Trust Loans Settlement Class who do not exclude themselves from the Settlement will receive their Trust Loans Settlement Class Member Payment for the loan by check. The check will be mailed by first-class mail, postage prepaid, to the Trust Loans Settlement Class Members, or to the bankruptcy trustee for those Trust Loans Settlement Class Members (1) who filed a Chapter 7 bankruptcy after obtaining their loan or (2) who filed a Chapter 13 bankruptcy after obtaining their loan and whose Chapter 13 bankruptcy is currently open. The check will be mailed by the Fund Administrator and will not come from the Settling Defendants directly.

Joint borrowers, such as a husband and wife, will receive a single payment per loan, even if they are separated or divorced. Any Trust Loans Settlement Class Member who receives a payment under the Settlement is personally and solely responsible for distributing or allocating the payment between or among any co-borrower(s), regardless of whether the check is made payable to all or only some of the Trust Loans Settlement Class Member’s co-borrowers. Trust Loans Settlement Class Members will also be responsible for paying any taxes due on any Trust Loans Settlement Class Member Payment received. Trust Loans Settlement Class Members are strongly encouraged to consult with their own tax advisor concerning the tax effects of any money received pursuant to this Settlement. Plaintiffs’ Counsel cannot provide you with any tax advice.

Note: A Trust Loans Settlement Class Member’s right to a settlement payment is a conditional right that terminates if a Trust Loans Settlement Class Member to whom a

Trust Loans Settlement Class Member Payment check is mailed fails to cash his or her check within one hundred eighty (180) days from the date of issuance of said check. In such case, the check shall be null and void (the checks shall be stamped or printed with a notice to such effect), and the Parties shall have no further obligation to make any payment to such Trust Loans Settlement Class Member.

- D. Each of the Settling Defendants, other than Wilmington Trust Company in its Representative Capacities, has agreed to deem all FCMC/CFG Related Trust Loans currently owned or held by it in any relevant capacity as fully repaid and satisfied or otherwise resolved such that no debt or other amount remain due and/or owing from the obligors. Such Settling Defendants will not seek to collect, recover on, or obtain any relief in connection with any such FCMC/CFG Related Trust Loan.
- E. The proposed Settlement will be enforceable regardless of its tax consequences. All Trust Loans Settlement Class Members will be responsible for paying and/or reporting any and all federal, state and local taxes that become due by virtue of the benefits conferred in this Settlement.
- F. The proposed Settlement will become effective only if approved by the Court and all of the other terms and conditions as to effectiveness as stated in the Agreement are met. If the Settlement is approved, the Court will enter a Final Approval Order and Judgment that releases and discharges the Settling Defendants and the Released Persons as of the “Effective Date” from the Released Claims. The Releases are further discussed and set out in Section 11 of this Notice.

5. WHAT DO I NEED TO DO TO PARTICIPATE IN THE SETTLEMENT?

NOTHING. You are already a member of the Trust Loans Settlement Class and will participate in the Settlement and will receive a Trust Loans Settlement Class Member Payment as stated above if the Court approves the proposed Settlement. **If you filed for bankruptcy protection after you obtained your loan from FCMC or CFG, you are still a member of the Trust Loans Settlement Class, but the Settlement Payment will be made payable to you and your Chapter 7 bankruptcy trustee or your Chapter 13 bankruptcy trustee (if the Chapter 13 bankruptcy is currently open), who will also receive this Notice.** If you filed for bankruptcy protection, you should consult with a bankruptcy attorney about this Notice.

If you change your address, please contact Plaintiffs’ Counsel at the address provided in Section 7 below.

6. CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. However, if you exclude yourself from the Settlement, you will **not** receive any payment from the Settlement Fund.

If you wish to receive your “Trust Loans Settlement Class Member Payment” as described in Section 4.A of this Notice, **DO NOTHING.**

If, on the other hand, you wish to exclude yourself from the Settlement, you must send a request for exclusion (“Opt Out Request”) by first-class mail, postage prepaid, to Plaintiffs’ Counsel and Counsel for the Settling Defendants (the names and addresses are provided in Section 7 below). To be effective, your request for exclusion must be **in writing** and be **received** by Plaintiffs’ Counsel and Counsel for the Settling Defendants at the addresses below on or before [**@ 30 Days after Entry of Preliminary Approval**], 2016. The Opt Out Request must include: (a) your name, address, telephone number and the last four digits of your social security number; (b) a statement that you and all other borrowers named on the promissory note for your loan are seeking to opt out from the Settlement; (c) your signature and the signature of any other borrower(s) named on the promissory note for your loan; and (d) a reference to “*Bertels v. U.S. Bank, National Association*, Case No. ____-CV____.” The Opt Out Request must be signed personally by you and any other borrower(s) named on the promissory note for your loan or the personal representative of any such person if deceased or legally incompetent. No Opt Out Request may be made on behalf of a group of Trust Loans Settlement Class members. Nor may any member(s) of the Trust Loans Settlement Class opt out or exclude themselves from the Trust Loans Settlement Class by having an agent or attorney sign and submit an Opt Out Request on their behalf. An Opt Out Request must be signed personally by you and any other borrower(s) named on the promissory note for your loan. If there is more than one borrower on your loan, all borrowers on your loan must sign and submit an Opt Out Request to exclude you from the Trust Loans Settlement Class. Your request for exclusion must be timely **received** to be effective.

If you do exclude yourself from the Settlement, you will not be bound by any Order or Judgment entered with respect to the Trust Loans Settlement Class in the Lawsuit. You will be free to continue pursuing whatever legal rights you may have against the Settling Defendants.

7. WHY, WHEN, AND WHERE WILL A FAIRNESS HEARING BE HELD?

A hearing on whether to grant final approval of the Settlement will be held before the Honorable [INSERT] of the Circuit Court of Jackson County, Missouri, at Independence (Division [INSERT]) on [**@ 45 Days after Entry of Preliminary Approval**], 2016, at _____.m., at the Jackson County Courthouse, 308 W. Kansas, Independence, Missouri 64050 (the “Fairness Hearing”). There is no need for you to attend the Fairness Hearing if you simply wish to benefit from the Settlement.

The purpose of the Fairness Hearing is to determine, among other things: (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate; (b) whether the Named Plaintiffs are adequate representatives of the proposed Trust Loans Settlement Class; (c) whether the Named Plaintiffs are entitled to a payment for their time, work, services and commitment as representatives of the Trust Loans Settlement Class and, if so, how much; (d) whether Plaintiffs’ Counsel are entitled to attorneys’ fees and expenses in connection with the Settlement and, if so, how much; and (e) whether a Final Approval Order and Judgment should be entered to dismiss the Lawsuit with prejudice and on the merits as to the Settling Defendants. Note: The Court has the power to adjourn or reschedule the Fairness Hearing from time to time without further notice of any kind.

Entry of Appearance

Any member of the Trust Loans Settlement Class who does not submit a timely Opt Out Request has the right to appear at the Fairness Hearing. Attendance at the Fairness Hearing is not required. If you wish to appear, you or your attorney must: (a) file a Notice of Appearance with the Clerk of Court, Jackson County Courthouse, 308 W. Kansas, Independence, Missouri 64050, no later than **[30 Days after Entry of Preliminary Approval], 2016**; and (b) serve the Notice of Appearance on Plaintiffs' Counsel and Counsel for the Settling Defendants in compliance with the Missouri Rules of Civil Procedure. The Court will consider the statements of the parties and any objections that may have been filed at the Fairness Hearing.

Objections

At the Fairness Hearing, the Court will consider the statements of the parties and any objections that may have been made. Any member of the Trust Loans Settlement Class who has not submitted a timely written Opt Out Request has the right to object to the Settlement. If you wish to object to the Settlement, you must file your objection in writing with the Clerk of Court, Jackson County Courthouse, 308 W. Kansas, Independence, Missouri 64050, no later than **[30 Days after Entry of Preliminary Approval], 2016**. All persons wishing to object must also send a copy of their written objection to Plaintiffs' Counsel and Counsel for the Settling Defendant (the names and addresses are stated below). The objection must include: (a) your name, address, and telephone number; (b) a statement of each objection to the proposed Settlement that you wish to assert; (c) a detailed description of the facts supporting each of the objections; (d) copies of any loan documents in your possession or control that you rely on as a basis for your objections; (e) the names of all witnesses, and the report(s) from any proposed experts you intend to call at the Fairness Hearing; (f) copies of any exhibits that you intend to rely on at the hearing; (g) a reference to "*Bertels v. U.S. Bank, National Association*, Case No. ____-CV____"; (h) a statement of whether you intend to appear at the Fairness Hearing in person or through an attorney; (i) if you are represented by an attorney, a detailed description of the legal authorities supporting each of your objections; and (j) any other matter to be raised.

The addresses for Plaintiffs' Counsel and the Counsel for the Settling Defendants are as follows:

Plaintiffs' Counsel

R. Frederick Walters, Esq.
Kip D. Richards, Esq.
Walters Bender Strohbehn & Vaughan, P.C.
2500 City Center Square
1100 Main Street
Kansas City, MO 64105

Counsel for the Settling Defendants

Eric R. Sherman, Esq.
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402

Any member of the Trust Loans Settlement Class who does not comply with the above requirements shall be deemed to have waived all objections to and shall be forever barred from challenging the Settlement.

Intervention

Any member of the Trust Loans Settlement Class who has not filed a timely Opt Out Request may request to intervene in the Lawsuit, in person or through an attorney retained at the Trust Loans Settlement Class Member's own expense. A request or motion to intervene must be in writing and reference "*Bertels v. U.S. Bank, National Association*, Case No. ____-CV ____" and otherwise comply with the Missouri Rules of Civil Procedure and applicable law. A request to intervene must be filed with the Clerk of Court, Jackson County Courthouse, 308 W. Kansas, Independence, Missouri 64050, no later than **[30 Days after Entry of Preliminary Approval], 2016**. Any persons wishing to intervene must also send a copy of their written request to intervene to Plaintiffs' Counsel and Counsel for the Settling Defendants at the addresses above.

8. WHO REPRESENTS THE TRUST LOANS SETTLEMENT CLASS?

The Trust Loans Settlement Class is represented by Plaintiffs' Counsel: R. Frederick Walters, Kip D. Richards, David M. Skeens, and J. Michael Vaughan of the law firm Walters Bender Strohhahn & Vaughan, P.C. If you have questions regarding the Settlement, this Notice or your options, you can contact Plaintiffs' Counsel without charge by writing to them at the address provided above, or by calling 1-877-472-6620 (or 816-421-6620 in the Kansas City Metro Area) or by visiting the website of Plaintiffs' Counsel, www.wbsvlaw.com and clicking on the link "Our Cases" then "Class Action Settlements" then "2016 Trust Loans Settlement."

9. WHAT ARE THE REASONS FOR SETTLEMENT?

The Named Plaintiffs and the Settling Defendants have agreed to the Settlement after considering, among other things, (i) the substantial benefits to be made available to the Trust Loans Settlement Class under the Agreement; (ii) the attendant risks and uncertainty of litigation, especially in complex litigation such as this; (iii) the difficulties and considerable delays inherent in such litigation; (iv) the vigorousness of the defenses asserted by the Settling Defendants; and (v) the desirability of consummating the Settlement promptly to provide effective relief to the Trust Loans Settlement Class.

The Settling Defendants have denied and continue to deny the claims and all allegations of wrongdoing being made against them. Nonetheless, the Settling Defendants have concluded that further litigation and a trial on the claims related to the FCMC/CFG Related Trust Loans in the Missouri Cases would be protracted, burdensome, and expensive, and that it is desirable that such claims be fully and finally settled and resolved as between the Settling Defendants and the Trust Loans Settlement Class in the manner and on the terms set forth in the Agreement.

10. WILL THE NAMED PLAINTIFFS OR PLAINTIFFS' COUNSEL RECEIVE COMPENSATION?

Yes. The Named Plaintiffs, as representatives of the Trust Loans Settlement Class, will make an application to the Court for approval of what is called an "incentive award." Such awards are made in class action lawsuits to provide an "incentive" to individuals like the Named Plaintiffs to file and prosecute class action lawsuits for the benefit of a class of people they do not know. The

award also compensates the representatives of a class for their work and time as class representatives (being interviewed and deposed, reviewing documents, meeting and conferring with Class Counsel, etc.). The Named Plaintiffs will ask the Court to approve a separate incentive award of up to \$12,000.00 collectively for their time, services, expenses and dedication to the Trust Loans Settlement Class, based on the recovery to be obtained for the Trust Loans Settlement Class under the Settlement. The Settling Defendants will not object to the Named Plaintiffs' application, but the Court must still determine and approve the amount of any incentive awards to be made as "reasonable." Any incentive awards made to the Named Plaintiffs will be paid from the Settlement Fund in order to determine the "Net Settlement Fund" and "Net Distributable Settlement Fund," the latter of which will be distributed to the Trust Loans Settlement Class Members as "Trust Loans Settlement Class Member Payments" as described in Section 4 above.

Plaintiffs' Counsel has prosecuted the Missouri Cases and the Lawsuit against the Settling Defendants on a contingency fee basis and has incurred and advanced all of the costs associated with the subject MSMLA claims against the Settling Defendants for nearly sixteen (16) years. Plaintiffs' Counsel has not yet been paid for the work attributable to the claims against the Settling Defendants on the FCMC/CFG Related Trust Loans or received reimbursement for the expenses incurred or advanced on behalf of Plaintiffs and the Trust Loans Settlement Class in connection with those claims. The Court must determine and approve the amount of any such awards of attorneys' fees and litigation expenses to be made to Plaintiffs' Counsel. The amount of any such award must be reasonable based on a number of factors including, but not limited to, the nature and extent of the work involved, the difficulty of the case and the issues presented, the skill needed to conduct the case properly, the experience, reputation and ability of the lawyers, the contingency or certainty of compensation, the customary charges for similar work, and the amount involved in the controversy and the benefits resulting to the client, in this case the Trust Loans Settlement Class Members.

Based on these and other factors, and as a part of the Settlement, Plaintiffs' Counsel and/or the Named Plaintiffs will make an application to the Court to approve and award up to \$38,267.91 to reimburse Plaintiffs' Counsel for the costs and expenses incurred and advanced on behalf of the Trust Loans Settlement Class in connection with the Missouri Cases and the Lawsuit from June 8, 2000 through October 10, 2016. The \$38,267.91 amount represents approximately 11.6% of the \$329,505.72 in total costs and expenses that Plaintiffs' Counsel have incurred and advanced in connection with the Missouri Cases through October 10, 2016. The \$38,267.91 amount represents an allocable share of the "common" costs and expenses fairly attributable to the claims against all defendants calculated on a per loan basis, plus all of the expenses and advances directly attributable to the claims against the Settling Defendants alone. The Settling Defendants will not object to the proposed award of costs and expenses, but the Court must still consider and approve the amount of the proposed award as "reasonable." Like any incentive award made to the Named Plaintiffs, the amount of any expense award to Plaintiffs' Counsel will be paid from the Settlement Fund in order to determine the "Net Settlement Fund" and "Net Distributable Settlement Fund" as described in Section 4 above.

Plaintiffs' Counsel and/or the Named Plaintiffs will also make an application to the Court to approve and award \$877,379.44 of attorneys' fees to Plaintiffs' Counsel for their services and

work in the Missouri Cases and in pursuing the Lawsuit against the Settling Defendants, and in procuring the \$2 million Settlement Fund for the Trust Loans Settlement Class. The Settling Defendants will not object to the proposed award of attorneys' fees, but the Court also must still determine and approve the amount of any such award to be made to Plaintiffs' Counsel as "reasonable" based on a number of factors including, but not limited to, the nature and extent of the work involved, the difficulty of the case and the issues presented, the skill needed to conduct the case properly, the experience, reputation and ability of the lawyers, the contingency or certainty of compensation, the customary charges for similar work, the amount involved in the controversy, and the benefits to the client.

If approved by the Court, the \$877,379.44 amount will constitute forty-five percent (45%) of the Net Settlement Fund and the amount of any such award made to Plaintiffs' Counsel will be deducted and paid from the Net Settlement Fund to calculate the Net Distributable Settlement Fund to be distributed to the Trust Loans Settlement Class Members, which as proposed will equal fifty-five percent (55%) of the Net Settlement Fund. Under this proposal, the amount of the Net Settlement Fund to be paid to the Trust Loans Settlement Class Members will compensate the Trust Loans Settlement Class Members for the following: (1) all (100%) of the allegedly illegal loan fees sought in the Lawsuit; (2) all (100%) or in twelve (12) instances, nearly all (80%-99%) of the interest that the Class Members paid on their second mortgage loans; and (3) in all but those same twelve (12) instances, a portion of the prejudgment interest accruing on the fee and interest amounts at the legal rate of 9% per year, calculated from the date of the Note and interest payment date.¹

The Named Plaintiffs and Plaintiffs' Counsel believe that the percentage fee amount and amount of the attorneys' fees being proposed as a part of the Settlement are reasonable for a number of reasons including, among others, the considerable length and complexity of the case, the nature and extent of the legal work provided by Plaintiffs' Counsel in connection with the claims against the Settling Defendants, the defenses raised by the Settling Defendants in response to the claims, the commitment of and work performed by Plaintiffs' Counsel in prosecuting and continuing to prosecute the claims, the contingency fee percentages charged and/or approved in similar cases in the community, the timing of the Settlement, the amount and risks involved in this controversy, the attorneys' fees previously awarded to Plaintiffs' Counsel pursuant to other settlements, the extraordinary benefits obtained for the members of the Trust Loans Settlement Class, including but not limited to the fact that the Trust Loans Settlement Class will receive all or nearly all of the recoverable fee and interest damages, plus prejudgment interest in most instances, under the Settlement.

The range and average of the Trust Loans Settlement Class Member Payments described in Section 4 of this Notice have been estimated with the expectation that the Court will approve as

¹ The loan documents produced in the Lawsuit show that one (1) of the FCMC/CFG Related Trust Loans does not violate the prohibitions on excessive fees in § 408.233.1 RSMo. Notwithstanding the lack of any such statutory violation, the Settling Defendants have agreed to pay \$250 on this loan in the interest of obtaining a full and final settlement. This payment will be made to the members of the Trust Loans Settlement Class who obtained the loan, provided the class members do not timely exclude themselves from the Settlement.

reasonable the applications for the above stated incentive, expense and attorneys' fees awards. If the Court approves an incentive award or awards costs and expenses or attorneys' fees in amounts that are less than that applied for, the difference will be reallocated to the Net Settlement Fund or the Net Distributable Fund, as applicable.

11. WHAT CLAIMS WILL BE RELEASED UNDER THE SETTLEMENT?

If approved by the Court and effective in accordance with its terms, the proposed Settlement will be legally binding upon all members of the Trust Loans Settlement Class who do not timely request to be excluded from the Trust Loans Settlement Class. The Settlement will fully, finally and forever release, settle, compromise, relinquish and discharge any and all of the Released Persons, as defined in the Agreement, from the Released Claims, as defined in the Agreement, as of the Effective Date.

The Releases mean that you as a "Releasor" cannot bring any lawsuit against the Settling Defendants or any of the other "Released Persons" identified in the Agreement for any reason whatsoever relating to the "Released Claims," as defined in the Agreement. You will of course be able to enforce your rights under the Agreement, if necessary.

Accordingly, if you are currently litigating any other claims against the Settling Defendants or any other "Released Person" in any lawsuit or proceeding other than the Missouri Cases, either individually or as part of a class, you may be barred from continuing to pursue those claims if you do not timely exclude yourself from the Trust Loans Settlement Class in this case. If you are currently litigating any such claims, you should consult with an attorney concerning your rights and claims immediately.

The term "**Releasors**" is defined in the Agreement at Section 2.31 as:

[A]ll Trust Loans Settlement Class Members including, without limitation, Named Plaintiffs Joseph R. Bertels, Jr. and Sharon M. Bertels, and their respective heirs, executors, administrators, assigns, predecessors and successors, and any other person claiming by or through any of them. The Releasors do not include any of the following: (a) the Non-Trust Loan Plaintiff Borrowers including, without limitation, Named Plaintiffs James C. Baker and Jill S. Baker Weyrauch, Jeffrey A. Cox and Michelle A. Cox, and William L. Springer and Linda A. Springer Babcock, who are executing this Agreement solely on behalf of the Trust Loans Settlement Class, and not individually; (b) any person other than those persons identified on **Exhibit D** and said persons' respective heirs, executors, administrators, assigns, predecessors and successors, and any other person claiming by or through any of them; and (c) any members of the Trust Loans Settlement Class who opt out of the Settlement in accordance with Section 10 below. The Parties understand that the releases to be given by the Releasors release the Released Persons from the Released Claims, nothing more and nothing less.

The term "**Released Persons**" is defined in the Agreement at Section 2.32 as:

(a) the Settling Defendants, each in its individual capacity, together with the affiliates, parent companies and subsidiaries listed on **Exhibit E**; (b) Keystone Grantor Trust 1998-P2, Keystone

Owner Trust 1998-P2 and Mego Mortgage Home Loan Owner Trust 1997-1 (the “Active Trusts”), together with (i) all related trusts that are beneficially owned by the Active Trusts and any trust indenture arrangements evidenced by any Indenture for which U.S. Bank National Association served as indenture trustee in a Representative Capacity as of the date of this Agreement, (ii) the trustees of the Active Trusts solely in their relevant Representative Capacities under the Trust Documents for the Active Trusts, 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 of the Active Trusts or its assets or to the extent of serving any other role under the applicable Trust Documents; (c) all Trust Investors and all underwriters of any securities issued by the Active Trusts to past or present Trust Investors, but solely as to the FCMC/CFG Related Trust Loans; (d) Bayview Financial Acquisition Trust 1998-B, Keystone Owner Trust 1998-P1, the Master Financial Asset Securitization Trusts 1997-1, 1998-1 and 1998-2, Mego Mortgage Home Loan Owner Trusts 1997-2 and 1997-4, TMI Home Loan Trust 1998-A and United National Home Loan Owner Trust 1999-2 (the “Terminated Trusts”) along with (i) all trust indenture arrangements evidenced by any indenture to which the Terminated 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 Trusts, related trust indenture arrangements, or any registered or beneficial holders of any residual interest, certificate or note issued by any of the Terminated Trusts; and (iii) all registered or beneficial holders of any residual interest, certificate or note issued by any of the Terminated 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, but solely as to the FCMC/CFG Related Trust Loans; and (f) the Released Persons’ respective past and present officers, directors, shareholders, employees, attorneys (including any consultants hired by counsel), accountants, insurers, indemnitors, 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**: (a) the Originating Lenders, (b) Wilmington Trust Company, or any of the companies listed on **Exhibit E**, or any predecessors, successors or assigns, individually or in any Representative Capacities, 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, of the recipient of money on, any loans other than the thirty-nine (39) identified FCMC/CFG Related Trust Loans; (c) the Master Financial Defendants, or any of them, for any loan other than the FCMC/CFG Related Trust Loans or any obligations or debts other than those relating to or arising from the FCMC/CFG Related Trust Loans; (d) UBS Real Estate Securities Inc., individually or as the successor by merger to PaineWebber Real Estate Securities, Inc., for any loans, The Bank of New York Mellon (f/k/a The Bank of New York), for any loans, JP Morgan Chase Bank, NA, for any loans, and any other current or former defendant named in the Missouri Cases unless a Released Person; (e) the Settling Defendants, or any of them, or any other Released Person, for any loan other than the FCMC/CFG Related Trust Loans or any obligations or debts other than those relating to or arising from the thirty-nine (39) FCMC/CFG Related Trust Loans; (f) any person, association or entity, other than the Released Persons, that purchased, owned, held, received, serviced or collected any of the FCMC/CFG Related Trust Loans including but not limited to any Person to whom any of the Settling Defendants sold, assigned, transferred or conveyed any of the FCMC/CFG Related Trust Loans, and any Person who serviced or collected said Loans

after they were sold, assigned, transferred or conveyed by a Settling Defendant; (g) the purchasers, assignees, owners/holders, trustees or servicers of the Non-Trust Loan Plaintiff Borrowers' loans for any loans other than the FCMC/CFG Related Trust Loans or any obligations or debts other than those relating to or arising from the FCMC/CFG Related Trust Loans; (h) any of the above non-released persons' respective past and present officers, directors, shareholders, employees, attorneys (including any consultants hired by counsel), accountants, insurers, indemnitors, heirs, executors, and administrators, and any predecessors (unless a Released Person), successors, and assigns.

The term "**Released Claims**" is defined in the Agreement at Section 2.33 as:

[A]ny 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 in connection with the FCMC/CFG Related Trust Loans, 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, sanctions, 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 the FCMC/CFG Related Trust Loans and** which any of the Releasers have had, or now have, from the beginning of time up through and including the Effective Date, against the Released Persons ("Claims"), 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 Settlement Class Members' FCMC/CFG Related Trust Loans; (2) any activities of the Released Persons with respect to the FCMC/CFG Related 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, aiding or abetting, 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 rule or regulation, federal or state, including but not limited to the Missouri Second Mortgage Loans Act, Mo.Rev.Stat. § 408.231, *et seq.* RSMo, 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.*, the Federal Trade Commission Act, 15 U.S.C. §§ 45, *et seq.* and any applicable rule issued by the Consumer Financial Protection Bureau or applicable provision of the Dodd-Frank Wall Street Reform and Consumer Protection Act; 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. It is the intention of the Releasers to provide a general release of the Released Claims against the Released Persons with regard to the FCMC/CFG Related Trust Loans only; 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 any Releasor, whether or not currently asserted in the Missouri Cases or Litigation, against any person, association or entity including, but not limited to, the Settling Defendants and other Released Persons, in connection with any loan other than an FCMC/CFG Related Trust Loan and/or any obligations or debts other than those relating to or arising from the FCMC/CFG Related Trust Loans; (2) any and all claims of any kind or type by any Releasor against any person, association or entity that is not a Released Person, whether such claims arise out of or relate to any FCMC/CFG Related Trust Loan or some other transaction, loan or occurrence including but not limited to any and all claims and causes of action under the Missouri Second Mortgage Loans Act, Mo.Rev.Stat. §§ 408.231, et seq. RSMo, or any other state or federal law against any Person to whom any of the Settling Defendants sold, assigned, transferred or conveyed any of the FCMC/CFG Related Trust Loans, and any Person who serviced or collected said Loans after they were sold, assigned, transferred or conveyed by a Settling Defendant; and/or (3) any claims of whatever type by any Non-Trust Loan Plaintiff Borrower or any other person who is not a Releasor as defined in this Agreement.

12. WHAT IF THE SETTLEMENT IS NOT APPROVED BY THE COURT OR DOES NOT BECOME EFFECTIVE?

If the proposed Settlement is not approved by the Court at the Fairness Hearing as fair, reasonable and adequate, or if the Settlement does not become effective in accordance with the terms and conditions of the Agreement, the Settlement and the Agreement will be null and void and the Named Plaintiffs will proceed with their claims against the Settling Defendants and other Defendants in the Missouri Cases. In that event, no payments will be made under the terms of the Agreement; however, the Settling Defendants and the Named Plaintiffs could attempt to enter into another settlement.

13. WHERE DO I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement and does not describe all of the terms and conditions of the Agreement. You are encouraged to review the Agreement and other related documents, all of which are available upon request from Plaintiffs' Counsel, or by visiting the website of Plaintiffs' Counsel, www.wbsvlaw.com and clicking on the link "Our Cases" then "Class Action Settlements" then "2016 Trust Loans Settlement."

14. WHAT ARE THE RELEVANT DATES?

The relevant dates are:

- **Deadline for mailing a request for exclusion (an "Opt Out Request") (must be received by): [@ 30 Days after Entry of Preliminary Approval], 2016**

- **Deadline for filing and serving any notice of appearance, written objection, or motion to intervene (must be received by the court by): @ 30 Days after Entry of Preliminary Approval], 2016**
- **Date and time of the Fairness Hearing: [@ 45 Days after Entry of Preliminary Approval], 2016 at ____m.**

This Notice provides only a summary of matters about the Lawsuit. If you have any questions or concerns, please contact Plaintiffs' Counsel in writing at the address listed in Section 7 of this Notice or call 816-421-6620.

PLEASE DO NOT CALL OR CONTACT THE COURT FOR INFORMATION.

This notice is sent pursuant to Rule 52.08 of
the Missouri Rules of Civil Procedure and
BY ORDER OF THE COURT

DATED: _____, 2016

EXHIBIT B: PROPOSED ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

JOSEPH R. BERTELS, JR. AND SHARON
M. BERTELS, et al.,

Plaintiffs,

vs.

U.S. BANK NATIONAL ASSOCIATION,
et al.

Defendants.

Case No.

Division

**ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Now on this ___ day of _____ 2016, the Court takes up *Plaintiffs' Motion for Preliminary Approval of Class Action Settlement*; and the Court, having considered the motion and suggestions in support, and the "Settlement Agreement and Release" dated _____, 2016 attached thereto (the "Agreement"), and noting that the Agreement memorializes the negotiated and agreed-upon settlement of a number of claims arising from a defined set of specifically identified "Missouri Second Mortgage Loans" pending herein and in the "Missouri Cases" (viz., *Beaver v. U.S. Bank Trust National Association*, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County) (consolidated with *Beaver v. U.S. Bank Trust National Association*, Case No. 03-CV-213643, filed May 28, 2003 (Cir. Ct. Jackson County)) and *Baker v. Century Financial Group, Inc.*, Case No. 7CV100004294, filed June 28, 2000 (Cir. Ct. Clay County), finds that *Plaintiffs' Motion for Preliminary Approval of Class Action Settlement* should be granted.

IT IS ORDERED that:

A. Preliminary Class Certification

1. The Agreement, and the settlement memorialized therein (the “Settlement”), are approved preliminarily as fair, reasonable and adequate to the “Trust Loans Settlement Class” as defined in the Agreement, subject to further consideration at the Fairness Hearing described in Paragraph 18 below.

2. The Agreement and the definitions in the Agreement are incorporated by reference into this Order (with capitalized terms as set forth in the Agreement).

3. The Named Plaintiffs and the Settling Defendants have executed the Agreement in order to settle and resolve the above-captioned lawsuit (the “Litigation”) as between the Named Plaintiffs and the proposed Trust Loans Settlement Class, on the one hand, and the Settling Defendants, on the other hand, as to the FCMC/CFG Related Trust Loans, subject to approval by the Court and satisfaction of the other Approval Conditions.

4. For the purpose of a settlement in accordance with the Agreement, and upon review of the *Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement*, the Court hereby preliminarily certifies the following class of persons as a settlement class (i.e., the “Trust Loans Settlement Class”):

All persons who obtained a “Second Mortgage Loan” as defined in § 408.231.1 RSMo from:

- (a) **First Consumers Mortgage, Inc.** (also known as First Consumers Financial, First Consumers Mortgage, and First Consumers Mortgage Corp.) on or after June 23, 1994, that was securitized via any of the following trusts: Bayview Financial Acquisition Trust 1998-B, Keystone Owner Trust 1998-P1, Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2, Master Financial Asset Securitization Trust 1997-1, Master Financial Asset Securitization Trust 1998-1, Master Financial Asset Securitization Trust 1998-2, Mego Mortgage Home Loan Owner Trust 1997-1, Mego Mortgage Home Loan Owner Trust 1997-2, Mego Mortgage Home Loan Owner Trust 1997-4, and who did not timely exclude themselves from the litigation class certified in the class action lawsuit *Beaver v. U.S. Bank Trust National*

Association, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County, Missouri) (consolidated with *Beaver v. U.S. Bank Trust National Association*, Case No. 03-CV-213643, filed on May 28, 2003 (Cir. Ct. Jackson County, Missouri)); or

- (b) **Century Financial Group, Inc.** on or after June 28, 1994 that was securitized via Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2, TMI Home Loan Trust 1998-A, or United National Home Loan Owner Trust 1999-2, and who did not timely exclude themselves from the litigation class certified in the class action lawsuit *Baker v. Century Financial Group, Inc.*, Case No. 7CV100004294, filed on June 28, 2000 (Cir. Ct. Clay County, Missouri).

For purposes of this definition, if a member of the Trust Loans Settlement Class has died or otherwise voluntarily or involuntarily transferred his or her rights under a FCMC/CFG Related Trust Loan, such member's heir, representative, successor or assign shall also be deemed to be a member of the Trust Loans Settlement Class. If a member of the Trust Loans Settlement Class filed for Chapter 7 bankruptcy after obtaining his or her FCMC/CFG Related Trust Loan or is currently in an open Chapter 13 bankruptcy, then the bankruptcy trustee shall also be deemed to be a Trust Loans Settlement Class Member as to the debtor Class Member's particular loan.

5. Pursuant to the Agreement, and for purposes of the Settlement only, the Court finds preliminarily as to the Trust Loans Settlement Class that:

- a. The Trust Loans Settlement Class is so numerous that joinder of all members is impracticable;

- b. There are questions of law or fact common to the Trust Loans Settlement Class including, without limitation, questions related to the application of the MSMLA to the FCMC/CFG Related Trust Loans, the origination, sale, assignment, securitization, ownership and collection of the FCMC/CFG Related Trust Loans, and the measure of damages;

c. The claims of the Named Plaintiffs arise from the same conduct and course of conduct and are typical of those of the members of the Trust Loans Settlement Class;

d. There are no apparent conflicts of interest between the Named Plaintiffs and the Trust Loans Settlement Class or among the members of the Trust Loans Settlement Class, and the Named Plaintiffs and Plaintiffs' Counsel will fairly and adequately represent and protect the interests of the individual members of the Trust Loans Settlement Class; and

e. The questions of law or fact that are common to the members of the Trust Loans Settlement Class predominate over the questions affecting only individual members; and

f. Certification of the Trust Loans Settlement Class as proposed is an appropriate method for the fair and efficient adjudication of the controversies between the members of the Trust Loans Settlement Class and the Settling Defendants with respect to the FCMC/CFG Related Trust Loans and Released Claims without prejudice to the rights and claims of the Named Plaintiffs and members of the Trust Loans Settlement Class in the Missouri Cases against any persons, associations and entities other than the Settling Defendants and other "Released Persons" as to the "Released Claims." Certification of the Trust Loans Settlement Class and the class-wide resolution of the Litigation via the Settlement will promote judicial economy and uniformity of result without undue dilution of procedural safeguards for the members of the Trust Loans Settlement Class or the Settling Defendants.

6. For the purpose of this preliminary approval, and for all matters relating to the

Settlement and the Litigation, until further order of the Court, the Court appoints the Named Plaintiffs as Representatives of the Trust Loans Settlement Class and R. Frederick Walters, Kip D. Richards, David M. Skeens, and J. Michael Vaughan of the law firm Walters Bender Strohbehn & Vaughan, P.C., as Counsel for the Trust Loans Settlement Class (“Plaintiffs’ Counsel” or “Class Counsel”).

7. By this Order, the Court hereby exercises subject matter and personal jurisdiction over the Trust Loans Settlement Class for purposes of evaluating the fairness and adequacy of the Settlement and the final certification of the Trust Loans Settlement Class pursuant to the Settlement.

B. Class Notice and Notice Plan

8. The Class Mail Notice, as set forth in Exhibit A to the Agreement, is hereby approved.

9. Class Counsel shall mail the Class Mail Notice in a form substantially the same as that set forth in Exhibit A to the Agreement by first-class mail, postage prepaid, to (i) the Trust Loans Settlement Class (as identified on Exhibit D of the Agreement) and (ii) any known Chapter 7 bankruptcy trustees of any member of the Trust Loans Settlement Class for any Chapter 7 bankruptcy filed after origination of the class member’s loan and (iii) any known Chapter 13 bankruptcy trustees of any member of the Trust Loans Settlement Class for any currently open Chapter 13 bankruptcy. Such mailing shall be made within five (5) days of the entry of this Preliminary Approval Order.

10. The Class Mail Notice contains sufficient information which a reasonable person would consider to be material in making an informed, intelligent decision of whether to opt out or remain a member of the Trust Loans Settlement Class and be bound by a final judgment, fairly

apprises the members of the Trust Loans Settlement Class of the terms and conditions of the Settlement, the estimated amount of or range of the Trust Loans Settlement Class Member Payments, the options that are open to the members of the Trust Loans Settlement Class in connection with the proceedings and apprises the members of the Trust Loans Settlement Class as to how they may obtain additional information from Class Counsel. In addition, the manner in which the Class Mail Notice will be disseminated ensures that notice of the Litigation and Settlement will reach most if not all of the members of the Trust Loans Settlement Class and is reasonable. The Agreement contemplates a method of notice that (a) protects the interests of the Named Plaintiffs, the Trust Loans Settlement Class, and the Settling Defendants, and each of them, (b) is the best notice practicable under the circumstances, and (c) is reasonably calculated to apprise the Trust Loans Settlement Class of the pendency of the Litigation and the Settlement and Agreement and the right to opt out and exclude themselves from or object to the proposed Settlement. In addition, the Court finds that the proposed method of notice is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement and meets all applicable requirements of law, including, but not limited to Mo. Rule 52.08 and the Due Process Clause of the Fourteenth Amendment of the United States Constitution.

11. Prior to the Fairness Hearing, Class Counsel shall serve and file a sworn statement of a person with knowledge, evidencing compliance with the provisions of this Order concerning the mailing of the Class Mail Notice. Additionally, counsel for the Settling Defendants shall serve and file a sworn statement of a person with knowledge, evidencing compliance with Section 12 of the Agreement concerning the Trust Investors Notice and the entry of the Trustee Approval Order.

C. Qualified Settlement Fund Approval and Administration

12. The Settlement Fund is hereby approved as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and all rules and regulations thereunder, and any other applicable law. This account shall be known as the U.S. Bank/Wilmington Trust 2016 Section 468B Qualified Settlement Fund, and shall be referred to under that name in its official actions and dealings. Class Counsel shall serve as the Qualified Settlement Fund Administrator (the “Fund Administrator”).

13. The Fund Administrator is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect of the Settlement Fund, and to otherwise perform all obligations of the Fund Administrator without further order of the Court in a manner consistent with the provisions of the Settlement Agreement.

14. All taxes, costs and expenses associated with the Settlement Fund and its administration shall be paid as provided in the Agreement.

D. Class Member Rights (Exclusion/Opt Out)

15. Any member of the Trust Loans Settlement Class desiring exclusion from the Settlement and the Trust Loans Settlement Class shall mail a request for exclusion (“Opt Out Request”) to Class Counsel and Counsel for the Settling Defendants. To be valid, the Opt Out Request must be **received** by Counsel on or before _____, **2016**. Such Opt Out Request must be in writing and include: (a) the name, address, telephone number and the last four digits of the social security number of each individual seeking to opt out; (b) a statement that the individual is a member of the Trust Loans Settlement Class and that the individual and all co-borrowers named on the individual’s promissory note are seeking to opt out of the Settlement; (c) the signature of each person who was a party to the promissory note made in connection with

the class member's loan, unless such person is deceased or legally incompetent, in which event the Opt Out Request shall be signed by said deceased or legally incompetent person's personal representative or guardian; and (d) a reference to "*Bertels v. U.S. Bank, National Association*, Case No. ____-CV____." If the Opt Out Request is signed by the heir, representative, successor or assign, sufficient documentation showing his or her authority to sign must be provided with the Opt Out Request. Class Counsel and Counsel for the Settling Defendants shall promptly furnish each other with copies of any Opt Out Requests they receive.

16. Any member of the Trust Loans Settlement Class who does not timely and properly request to be excluded from the Trust Loans Settlement Class in full compliance with these requirements shall be included in the Trust Loans Settlement Class and shall be bound by any judgment entered in this action with respect to said Class.

17. Within a reasonable period after the deadline for submitting Opt Out Requests, but before the Fairness Hearing, Class Counsel shall file with the Court a sworn statement identifying those persons, if any, who submitted timely Opt Out Requests. The originals of all Opt Out Requests shall be provided to and retained by Class Counsel.

E. Fairness/Final Approval Hearing Class Member Rights (Objection, Appearance, and Intervention)

18. A hearing (the "Fairness Hearing") shall be held before the undersigned at _____ .m. on ____ 2016, in Division ____ at the Jackson County Courthouse, 308 W. Kansas, Independence, Missouri 64050. At the Fairness Hearing, the Court will consider: (a) the fairness, reasonableness, and adequacy of the Settlement; (b) the entry of any final order or judgment in the Litigation with respect to the Trust Loans Settlement Class; (c) the application for incentive awards to be made to the Named Plaintiffs; (d) the application for attorneys' fees by Class Counsel and Class Counsel's request for reimbursement of expenses; and (e) other related

matters. The Fairness Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Trust Loans Settlement Class.

19. To be considered at the Fairness Hearing, any person who does not timely exclude him or herself from the Trust Loans Settlement Class and who desires to file an objection to or otherwise comment on the Settlement shall be required to file any such objections or comments and all supporting pleadings with the Court on or before __ __, **2016**, with service upon Class Counsel and Counsel for the Settling Defendants in accordance with the Missouri Rules of Civil Procedure. The objection of any Trust Loans Settlement Class Member must be in writing and must set forth, contain or provide (a) his/her full name, current address, and telephone number; (b) a statement of each objection asserted; (c) a detailed description of the facts underlying each objection; (d) any loan documents in the objector's possession or control and relied upon as a basis for the objection; (e) if the objector is represented by counsel, a detailed description of the legal authorities supporting each objection; (f) 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; (g) 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; (h) a statement of whether the objector intends to appear at the hearing; (i) a copy of any exhibits which the objector may offer during the hearing; and (j) reference to "*Bertels v. U.S. Bank, National Association*, Case No. __-CV_____."

20. No objection to or other comment concerning the Settlement shall be heard unless timely filed and served in accordance with this Order and the Agreement. Class Counsel and Counsel for the Settling Defendants shall promptly furnish each other with copies of any written

objection to the Settlement that come into their possession.

21. Any attorney hired by a Trust Loans Settlement Class Member at the Class Member's expense for the purpose of appearing and/or making an objection shall file his or her Entry of Appearance on or before __ __, **2016**. The Entry of Appearance shall be filed with the Clerk of the Court, with a copy served upon Class Counsel and Counsel for the Settling Defendants in accordance with the Rules of Civil Procedure.

22. Any Trust Loans Settlement Class Member who does not make his or her objection in the manner provided in this Order shall be deemed to have waived any such objection and shall be forever barred from making any objection to the Settlement, including but not limited to, the propriety of class certification, the adequacy of any notice, or the fairness, adequacy or reasonableness of the Settlement.

23. Any Trust Loans Settlement Class Member may appear at the Fairness Hearing in person, or by counsel if an appearance is filed and served as provided in the Class Mail Notice, and such person will be heard to the extent allowed by the Court. No person shall be permitted to be heard unless on or before __ __, **2016** such person has (a) filed with the Clerk of the Court a notice of such person's intention to appear; and (b) served copies of such notice upon Class Counsel and Counsel for the Settling Defendants in accordance with the Rules of Civil Procedure.

24. Any Trust Loans Settlement Class Member may seek to intervene in the Litigation in person, or by counsel if a motion to intervene is filed and served as provided in the Class Mail Notice. No person shall be permitted to intervene unless, on or before __ __, **2016**, such person has (a) filed with the Clerk of the Court a valid motion to intervene and (b) served copies of such notice upon Class Counsel and Counsel for the Settling Defendants in accordance

with the Rules of Civil Procedure.

E. Miscellaneous Matters

25. Submissions of the Parties relative to the Settlement, including memoranda in support of the Settlement, applications for attorneys' fees and reimbursement of expenses by Class Counsel consistent with the Agreement, and any applications for the payment of services rendered by the Named Plaintiffs consistent with the Agreement, shall be filed with the Clerk of the Court on or before _____, **2016** with a service copy to Counsel for the Settling Defendants.

26. All other events contemplated by the Agreement to occur after entry of this Order and before the Fairness Hearing shall be governed by the Agreement and the Class Mail Notice, to the extent not inconsistent with this Order. Class Counsel and Counsel for the Settling Defendants shall take such further actions as are required by the Agreement.

27. The Parties shall be authorized to make non-material changes to the Class Mail Notice provided Class Counsel and Counsel for the Settling Defendants agree in advance of the mailing. Neither the insertion of dates nor the correction of typographical or grammatical errors shall be deemed a material change to the Class Mail Notice.

28. The Litigation is hereby stayed until further order of this Court, other than as may be necessary to carry out the terms of the Agreement and effectuate the Settlement and the responsibilities related or incidental thereto.

29. Although final as to the "Released Claims" against the Settling Defendants and other "Released Persons," the Settlement does not constitute a full and final settlement of all the claims arising from the Missouri Second Mortgage Loans made to the Named Plaintiffs and the members of the Trust Loans Settlement Class. As provided in the Agreement, neither the Litigation nor the dismissal of claims asserted in the Litigation shall in any way stay, bar,

preclude, abate or otherwise operate as a dismissal, release, discharge or other adjudication of any claims of the Named Plaintiffs or Trust Loans Settlement Class Members against any person, association or entity except for the “Released Claims” as defined in Section 2.33 of the Agreement against the “Released Persons” as defined in Section 2.32 of the Agreement. Nor does the Settlement settle, resolve, release or in any way stay, bar, preclude or abate the claims arising from any of the Missouri Second Mortgage Loans made to the Non-Trust Loan Plaintiff Borrowers. The claims and causes of action of the Non-Trust Loan Plaintiff Borrowers, including but not limited to Named Plaintiffs James C. Baker and Jill S. Baker Weyrauch, Jeffrey A. Cox and Michelle A. Cox, William L. Springer and Linda A. Springer Babcock, against Wilmington Trust Company as an assignee, owner, holder, trustee, servicer and/or master servicer of any loans other than the FCMC/CFG Related Trust Loans, and all other assignees, owners, holders, trustees, servicers and/or master servicers of any loans other than the FCMC/CFG Related Trust Loans, are not “Released Claims,” have not been released, and are expressly preserved.

30. If Final Approval of the Settlement does not occur, or if the Settlement does not become effective on or before the Effective Date as provided in the Agreement, or if the Settlement is rescinded or terminated for any reason, the Settlement and all proceedings had in connection therewith shall be deemed null and void and without prejudice to the rights of the Parties before the Settlement was executed and made, and this Order and all other Orders issued pursuant to the Settlement shall be vacated, rescinded, canceled, annulled and deemed “void” and/or “no longer equitable” or set aside for a reason that otherwise “justifies relief” for purposes of Mo. Rule 74.06 or Fed.R.Civ.P. 60(b) as provided in and subject to Section 16 of the Agreement.

31. Neither this Order, the Agreement, nor any of their terms or provisions, nor any of the negotiations between the Parties or their counsel (nor any action taken to carry out this Order), is, may be construed as, or may be used as an admission or concession by or against any of the Parties or the Released Persons of (i) the validity of any claim or liability, any alleged violation or failure to comply with any law, any alleged breach of contract, any legal or factual argument, contention or assertion, (ii) the truth or relevance of any fact alleged by Plaintiffs, (iii) the existence of any class alleged by Plaintiffs, (iv) the propriety of class certification if the Litigation or the Missouri Cases were to be litigated rather than settled, (v) the validity of any claim or any defense that has been or could have been asserted in this action or any other litigation; (vi) that the consideration to be given to the Trust Loans Settlement Class Members pursuant to the Settlement represents the amount which could be or would have been recovered by any such persons after trial; or (vii) the propriety of class certification in this action or any other lawsuit or proceeding. Entering into or carrying out the Agreement, and any negotiations or proceedings related to it, shall not in any way be construed as, or deemed evidence of, an admission or concession as to the denials, defenses, or factual or legal positions of the Settling Defendants and shall not be offered or received in evidence in any action or proceeding against any party in any court, administrative agency or other tribunal for any purpose whatsoever, except as is necessary in a proceeding (a) to enforce the terms of this Order, and the Settlement or the Agreement or (b) to show, if appropriate, the recoveries obtained by the Named Plaintiffs and other Trust Loans Settlement Class Members hereunder, including, without limitation, the damages, attorneys' fees award and costs; provided, however, that this Order and the Agreement (including the Exhibits and Schedules, subject to appropriate confidentiality protections) may be filed by the Settling Defendants in any action filed against or by the Settling Defendants or other

“Released Persons” to support a defense of *res judicata*, collateral estoppel, release, waiver, good faith settlement, judgment bar or reduction, full faith and credit, or any other theory of issue or claim preclusion, or similar defense or counterclaim, and provided, further that this Order and the Agreement (including the Exhibits and Schedules, subject to appropriate confidentiality protections) may be filed by the Settling Defendants in any action filed against or by the Settling Defendants or any other Released Person to support a claim for insurance coverage or other claim of indemnification, contribution, or reimbursement relating to the Agreement. The Settling Defendants expressly reserve all rights and defenses to any claims and do not waive any such rights or defenses in the event that the Agreement is not approved for any reason.

SO ORDERED

Date: _____

Circuit Court Judge

EXHIBIT C: PROPOSED FINAL APPROVAL ORDER AND JUDGMENT

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

JOSEPH R. BERTELS, JR. AND SHARON
M. BERTELS, et al.,

Plaintiffs,

vs.

U.S. BANK NATIONAL ASSOCIATION,
et al.

Defendants.

Case No.

Division

**ORDER AND JUDGMENT FINALLY APPROVING CLASS ACTION
SETTLEMENT AND CERTIFYING A CLASS FOR SETTLEMENT PURPOSES**

Upon careful review and consideration of the Parties' Settlement and Release Agreement dated _____, 2016 (the "Agreement"), the evidence and arguments of counsel as presented at the Fairness Hearing held on _____, 2016, the memoranda filed with this Court, [and the timely objections to the proposed Settlement], and all other filings in connection with the Parties' settlement as memorialized in the Agreement (the "Settlement"); and for good cause shown,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. **Incorporation of Other Documents.** This Order incorporates and makes the following a part hereof:

- a. The Agreement, filed with the Court on or about [INSERT] __, 2016; and
- b. The following exhibits to the Agreement: (i) Schedule A (Proposed Distribution Schedule of "Net Distributable Settlement Amount," **filed under seal**); (ii) Schedule B (List of Named Plaintiffs and Proposed Schedule of Incentive Awards); (iii) Exhibit A (Proposed Class Mail Notice); (iv) Exhibit B (Proposed Order Preliminarily

Approving the Class Action Settlement); (v) Exhibit C (Proposed Final Approval Order and Judgment); (vi) Exhibit D (list of members of the Trust Loans Settlement Class, **filed under seal**); and (vii) Exhibit E (List of Affiliates).

Unless otherwise provided herein, all capitalized terms in this Order shall have the same meaning as those terms in the Agreement.

2. **Jurisdiction.** Because the Court finds that adequate notice was disseminated and all potential members of the Trust Loans Settlement Class (as defined below) were given notice of and an opportunity to opt out of the Settlement, the Court has personal jurisdiction over all members of the Trust Loans Settlement Class. The Court has subject matter jurisdiction over the above-captioned lawsuit (the “Litigation”), including, without limitation, jurisdiction to approve the proposed Settlement, to grant final certification of the Trust Loans Settlement Class, and to dismiss the Litigation against the Settling Defendants (as defined in the Agreement) with prejudice.

3. **Final Class Certification.** The Trust Loans Settlement Class is hereby finally certified for settlement purposes pursuant to Mo. Rule 52.08, the Court finding that for purposes of settlement, the Trust Loans Settlement Class fully satisfies all of the applicable requirements of Mo. Rule 52.08 and due process.

The Trust Loans Settlement Class is defined as follows:

All persons who obtained a “Second Mortgage Loan” as defined in § 408.231.1 RSMo from:

- (a) **First Consumers Mortgage, Inc.** (also known as First Consumers Financial, First Consumers Mortgage, and First Consumers Mortgage Corp.) on or after June 23, 1994, that was securitized via any of the following trusts: Bayview Financial Acquisition Trust 1998-B, Keystone Owner Trust 1998-P1, Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2, Master Financial Asset Securitization Trust 1997-1, Master Financial Asset Securitization Trust 1998-1, Master Financial Asset Securitization Trust

1998-2, Mego Mortgage Home Loan Owner Trust 1997-1, Mego Mortgage Home Loan Owner Trust 1997-2, Mego Mortgage Home Loan Owner Trust 1997-4, and who did not timely exclude themselves from the litigation class certified in the class action lawsuit *Beaver v. U.S. Bank Trust National Association*, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County, Missouri) (consolidated with *Beaver v. U.S. Bank Trust National Association*, Case No. 03-CV-213643, filed on May 28, 2003 (Cir. Ct. Jackson County, Missouri)); or

- (b) **Century Financial Group, Inc.** on or after June 28, 1994 that was securitized via Keystone Grantor Trust 1998-P2, Keystone Owner Trust 1998-P2, TMI Home Loan Trust 1998-A, or United National Home Loan Owner Trust 1999-2, and who did not timely exclude themselves from the litigation class certified in the class action lawsuit *Baker v. Century Financial Group, Inc.*, Case No. 7CV100004294, filed on June 28, 2000 (Cir. Ct. Clay County, Missouri).

If a member of the Trust Loans Settlement Class has died or otherwise voluntarily or involuntarily transferred his or her rights under a FCMC/CFG Related Trust Loan, such member's heir, representative, successor or assign shall also be deemed to be a member of the Trust Loans Settlement Class. If a member of the Trust Loans Settlement Class filed for Chapter 7 bankruptcy after obtaining his or her FCMC/CFG Related Trust Loan or is currently in a Chapter 13 bankruptcy, then the bankruptcy trustee shall also be deemed to be a Trust Loans Settlement Class Member as to the debtor Class Member's particular loan. [No members of the Trust Loans Settlement Class timely requested to be excluded from or "opted out" of the Trust Loans Settlement Class.] OR [A list of those persons who have timely excluded themselves from the Trust Loans Settlement Class, and who therefore are not bound by the Settlement and the Final Approval Order and Judgment, is attached hereto as **Exhibit 1** and incorporated herein and made a part hereof.]

4. **Adequacy of Representation.** There are no apparent conflicts of interest between the Named Plaintiffs and the Trust Loans Settlement Class, or among the members of the Trust Loans Settlement Class. Plaintiffs' Counsel will fairly and adequately represent and

protect the interests of the Trust Loans Settlement Class. Accordingly, the Named Plaintiffs and R. Frederick Walters, Kip D. Richards, David M. Skeens and J. Michael Vaughan of the firm Walters Bender Strohhahn & Vaughan, P.C. (“Plaintiffs’ Counsel” or “Class Counsel”), have satisfied the requirements of Mo. Rule 52.08 and are hereby appointed and approved as representatives of the Trust Loans Settlement Class and Counsel for the Trust Loans Settlement Class, respectively.

5. **Class Notice.** The Court finds that the Class Mail Notice and its distribution to the Trust Loans Settlement Class as implemented pursuant to the Agreement and the Preliminary Approval Order:

a. Constituted the best practicable notice to the members of the Trust Loans Settlement Class under the circumstances of this Litigation;

b. Constituted notice that was reasonably calculated, under the circumstances, to apprise the members of the Trust Loans Settlement Class of the following: (i) the pendency of this Litigation and the proposed Settlement, (ii) their right to exclude themselves from the Trust Loans Settlement Class and the proposed Settlement, (iii) their right to object to any aspect of the proposed Settlement if they did not timely exclude themselves (including, but not limited to, final certification of the Trust Loans Settlement Class; the fairness, reasonableness or adequacy of the Settlement as proposed; the adequacy of the Named Plaintiffs and/or Class Counsel’s representation of the Trust Loans Settlement Class; the proposed award of attorneys’ fees and expenses; and the proposed incentive award to the Named Plaintiffs), (iv) their right to appear at the Fairness Hearing if they did not timely exclude themselves from the Trust Loans Settlement Class, (v) the effect of the Settlement on the Missouri Cases, and (vi) the

binding effect of the Final Approval Order and Judgment in the Litigation on all members of the Trust Loans Settlement Class who do not timely exclude themselves from the Settlement;

c. Constituted due, adequate, sufficient, and reasonable notice to all persons and entities entitled to be provided with notice; and

d. Constituted notice that fully satisfied the requirements of Mo. Rule 52.08, due process, and any other applicable law.

6. **Trustee Approval Order.** The Court finds that the Trustees in their Representative Capacities provided the Trust Investor Notice as required by the Agreement and that the Trustee Approval Order has been [entered] [waived].

7. **Final Settlement Approval.** The terms and provisions of the Agreement, including all exhibits, have been entered into in good faith and as a result of arm's length negotiations, and the Agreement is fully and finally approved as fair, reasonable and adequate as to, and in the best interests of, each of the Parties and the Trust Loans Settlement Class Members, and in full compliance with all applicable requirements of the laws of the state of Missouri, the United States Constitution (including the Due Process Clause), and all other applicable laws. The Parties are hereby directed to implement and consummate the Agreement according to its terms and provisions.

8. **Binding Effect.** Upon the Effective Date as specified in Section 15 of the Agreement, the terms of the Agreement and this Final Approval Order and Judgment shall become forever binding on the Trust Loans Settlement Class Members and the Named Plaintiffs as representatives of the Trust Loans Settlement Class Members, as well as their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming

by or through any or all of them. The terms of the Agreement and Final Approval Order and Judgment shall have *res judicata* and other preclusive effect solely as to the “Releasors” for the “Released Claims” as against the “Released Persons,” all as defined in the Agreement.

9. **Releases Effective.** Upon the Effective Date as specified in Section 15 of the Agreement, the Releasors as defined in Section 2.31 of the Agreement shall become bound by the Releases provided in Section 6 of the Agreement, which is incorporated herein in all respects, regardless of whether such Releasors received any compensation under the Agreement and Settlement. The Court expressly adopts all defined terms in Section 6 of the Agreement, including but not limited to, the definitions of the persons and claims covered by the Releases as set forth at Sections 2.31 (Releasors), 2.32 (Released Persons), and 2.33 (Released Claims) of the Agreement.

10. **Enforcement of Settlement.** Nothing in this Final Approval Order and Judgment shall preclude any action by any Party to enforce the terms of the Agreement.

11. **Additional Payment to the Named Plaintiffs.** The Court hereby awards the amounts listed on Schedule B (totaling \$_____) to be paid from the Settlement Fund to the Named Plaintiffs in the respective amounts as stated on Schedule B as incentive awards for their services as representatives of the Trust Loans Settlement Class in the Missouri Cases and the Litigation.

12. **Attorneys’ Fees and Expenses.** Plaintiffs’ Counsel are awarded \$_____ representing an allocated share of the litigation expenses and court costs that Plaintiffs’ Counsel has incurred and advanced as of October 10, 2016 in connection with the Missouri Cases, the Litigation, and the Settlement, which shall be deducted from the Settlement Fund as defined in the Agreement. In addition, the Court awards Plaintiffs’ Counsel common fund attorneys’ fees

of \$_____, representing 45% of the “Net Settlement Fund” as defined in the Agreement. The Court finds and concludes that both the expense and fee awards to Plaintiffs’ Counsel for their work and services in connection with the Missouri Cases, the Litigation, and the Settlement are reasonable.

[Plaintiffs will include additional language for the Court to consider including in the final order in support of Plaintiffs’ fee award.]

13. **No Other Payments.** The preceding paragraphs of this Final Approval Order and Judgment cover, without limitation, any and all claims for attorneys’ fees and expenses, costs or disbursements paid or incurred by Plaintiffs’ Counsel, any other legal counsel representing the Named Plaintiffs as representatives of the Trust Loans Settlement Class, and any Trust Loans Settlement Class Members in connection with or related in any manner to this Litigation, the Settlement of this Litigation, the administration of such Settlement, and/or the Released Claims, except to the extent otherwise specified in the Agreement or this Final Approval Order and Judgment.

14. **Claims of the “Non-Trust Loan Plaintiff Borrowers.”** The Court finds and concludes that the loans of the “Non-Trust Loan Plaintiff Borrowers” as defined in Section 2.26 of the Agreement, including, but not limited to, the loans made to Named Plaintiffs James C. Baker and Jill S. Baker Weyrauch, Jeffrey A. Cox and Michelle A. Cox, William L. Springer and Linda A. Springer Babcock, are not FCMC/CFG Related Trust Loans and that, given this fact as stipulated by the Parties, the Non-Trust Loan Plaintiff Borrowers cannot recover any damages, penalties or other relief from the Settling Defendants or other Released Persons with respect to

the FCMC/CFG Related Trust Loans (other than the incentive award made under this Final Approval Order and Judgment). This finding and conclusion by the Court shall not be deemed or construed as a determination or holding that any of the Non-Trust Loan Plaintiff Borrowers have in any way released any claims, of whatever type or kind, with respect to their respective loans or otherwise, including, but not limited to, any claims and causes of actions that the Non-Trust Loan Plaintiff Borrowers have against Wilmington Trust Company as an assignee, owner, holder, trustee, servicer and/or master servicer of any loans other than the FCMC/CFG Related Trust Loans.

15. **Contribution, Indemnity and Other Claims.** Upon the Effective Date specified in Section 15 of the Agreement, the Trust Loans Settlement Class Members shall and are hereby ordered to credit, satisfy and offset against any judgment that may be entered in favor of 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 FCMC/CFG Related Trust Loans, and which were caused by the acts or fault, if any, of the Released Persons as may be later determined at any trial or other disposition of the Missouri Cases or any other action, and further, shall release and discharge that portion of their claims for Damages in the Missouri Cases which relate to the FCMC/CFG Related Trust Loans as may be determined to be the portion of fault for which any or all of the Released Persons are deemed liable at any trial or other disposition of the Missouri Cases or any other action or proceeding. The Court additionally finds and concludes 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 Trust Loans Settlement Class Members in either of the Missouri Cases

with respect to the FCMC/CFG Related Trust Loans are permanently barred, prohibited and enjoined.

16. **No Admissions.** Neither this Final Approval Order and Judgment, nor the Agreement, nor any of its terms or provisions, nor any of the negotiations between the Parties or their counsel, nor any action taken to carry out this Final Approval Order and Judgment, is, may be construed as, or may be used as an admission or concession by or against any of the Parties or the Released Persons of: (a) the validity of any claim or liability, any alleged violation or failure to comply with any law, any alleged breach of contract, any legal or factual argument, contention or assertion; (b) the truth or relevance of any fact alleged by Plaintiffs; (c) the existence of any class alleged by Plaintiffs; (d) the propriety of class certification if the Litigation or the Missouri Cases 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 Litigation or in any other litigation; (f) that the consideration to be given to 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. Entering into or carrying out the Agreement, and any negotiations or proceedings related to it, shall not in any event be construed as, or deemed evidence of, an admission or concession as to the denials, defenses, factual or legal positions of the Settling Defendants, and shall not be offered or received in evidence in this Litigation or in any action or proceeding against any party in any court, administrative agency or other tribunal for any purpose whatsoever, except as necessary in a proceeding (i) to enforce the terms of this Order and the Agreement or to prove or show that a compromise in settlement of the Released Claims per the Agreement, in fact, was reached, or (ii) to show, if appropriate, the recoveries obtained by the Named Plaintiffs and other Trust Loans

Settlement Class Members hereunder, including, without limitation, the damages, attorneys' fees award and costs; provided, however, that this Final Approval Order and Judgment and the Agreement (including the Exhibits and Schedules, subject to appropriate confidentiality protections) may be filed by the Settling Defendants in any action against or by the Settling Defendants or other Released Persons to support a defense of *res judicata*, collateral estoppel, release, waiver, good faith settlement, judgment bar or reduction, full faith and credit, or any other theory of issue or claim preclusion or similar defense or counterclaim and provided, further that this Final Approval Order and Judgment and the Agreement (including the Exhibits and Schedules, subject to appropriate confidentiality protections) may be filed by the Settling Defendants in any action filed against or by the Settling Defendants or any other Released Person to support a claim for insurance coverage, indemnification, contribution, or reimbursement relating to the Agreement.

17. **Dismissal of Litigation.** This Litigation, including all individual and class claims arising from the FCMC/CFG Related Trust Loans, is dismissed with prejudice as to the Named Plaintiffs and Trust Loans Settlement Class Members, without fees or costs to any party, except as otherwise provided in the Agreement and/or this Final Approval Order and Judgment, and subject to the Court's retention of jurisdiction to vacate, rescind, cancel, annul and deem "void" and/or "no longer equitable" and/or setting aside for a reason that "otherwise justifies relief" for purposes of Mo. Rule 74.06 or Fed.R.Civ. P 60(b) this Final Approval Order and Judgment and reinstate the claims of the Named Plaintiffs and the Trust Loans Settlement Class Members against the Settling Defendants, or any one or more of them, pursuant to the Agreement in the event the Settlement does not (or cannot) become effective as provided in Section 15 of the Agreement. However, as provided in the Agreement and this Final Approval Order and

Judgment, the dismissal of the Litigation and the claims against Defendants as named herein shall in no way stay, bar, preclude, abate or otherwise operate as a dismissal, release, discharge or other adjudication of any claims of the Named Plaintiffs or Trust Loans Settlement Class Members against any person, association or entity except for the “Released Claims” against the “Released Persons” as defined in the Agreement. Nor shall the dismissal of the Litigation stay, bar, preclude, abate or otherwise operate as a dismissal, release, discharge or other adjudication of any claims arising from any of the Missouri Second Mortgage Loans made to the Non-Trust Loan Plaintiff Borrowers. The claims and causes of action of the Non-Trust Loan Plaintiff Borrowers, including but not limited to Named Plaintiffs James C. Baker and Jill S. Baker Weyrauch, Jeffrey A. Cox and Michelle A. Cox, William L. Springer and Linda A. Springer Babcock, against Wilmington Trust Company as an assignee, owner, holder, trustee, servicer and/or master servicer of any loans other than the FCMC/CFG Related Trust Loans, and all other assignees, owners, holders, trustees, servicers and/or master servicers of any loans other than the FCMC/CFG Related Trust Loans, are not “Released Claims,” have not been released, and are expressly preserved.

18. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Final Approval Order and Judgment. Without in any way affecting the finality of this Final Approval Order and Judgment, this Court expressly retains jurisdiction as to all matters relating to the administration and enforcement of the Agreement and Settlement and of this Final Approval Order and Judgment, and for any other necessary purpose as permitted by Missouri law, including, without limitation:

- a. enforcing the terms and conditions of the Agreement and Settlement and resolving any disputes, claims or causes of action that, in whole or in part, are related to

the administration and/or enforcement of the Agreement, Settlement, this Final Approval Order and Judgment (including, without limitation, whether a person is or is not a member of the Trust Loans Settlement Class or a Trust Loans Settlement Class Member; and whether any claim or cause of action is or is not barred by this Final Approval Order and Judgment);

b. entering such additional Orders as may be necessary or appropriate to protect or effectuate the Court’s Final Approval Order and Judgment and/or to ensure the fair and orderly administration of the Settlement and distribution of the Settlement Amount;

c. vacating, rescinding, canceling, annulling and deeming “void,” “no longer equitable,” and/or setting aside for a reason that “otherwise justifies relief” for purposes of Mo. Rule 74.06 and/or Fed.R.Civ.P. 60(b) this Final Approval Order and Judgment pursuant to the Agreement in the event the Settlement does not (or cannot) become effective as provided in Sections 15 and 16 of the Agreement; and

d. entering any other necessary or appropriate Orders to protect and effectuate this Court’s retention of continuing jurisdiction.

Dated: _____
_____, Circuit Judge

EXHIBIT D
to Settlement Agreement dated November 30, 2016

**ORIGINAL EXHIBIT FILED
UNDER SEAL**

EXHIBIT E
LIST OF AFFILIATES FOR U.S. BANK AND WILMINGTON TRUST COMPANY

AFFILIATES OF U.S. BANK NATIONAL ASSOCIATION

1003 College Station, LLC
111 Tower Investors, Inc.
3812-3825 Branding Iron Place, LLC
4110 Midland, LLC
4905 Waco, LLC
910 NE Third Avenue, Inc.
BEG Homes, LLC
CC Merrillville, LLC
CC223 Andover Park East, Tukwila, LLC
C'est La Vie, Inc.
Daimler Title Co.
DSL Service Company
Eclipse Funding LLC
Elavon European Holdings B.V.
Elavon European Holdings C.V.
Elavon Financial Services Limited
Elavon Financial Services Limited - Belgium Branch
Elavon Financial Services Limited - Germany Branch
Elavon Financial Services Limited - Norway Branch
Elavon Financial Services Limited - Poland Branch
Elavon Financial Services Limited - United Kingdom Branch
Elavon Financial Services, Sucursal en Espana Branch
Elavon Latin American Holdings, LLC
Elavon Merchant Services Mexico, S. de R.L. de. C.V.
Elavon Mexico Holding Company, S.A. de C.V.
Elavon Operations Company, S. de R.1. de C.V.
Elavon Puerto Rico, Inc.
Elavon Services Company, S. de R.1 de C.V.
Elavon, Inc.
Elevan Canada Company
EuroConex Technologies Limited
Fairfield Financial Group, Inc.
First Bank LaCrosse Building Corp.
First LaCrosse Properties
Firststar Capital Corporation
Firststar Development, LLC
Firststar Realty, LLC
Fixed Income Client Solutions LLC
Forecom Challenger, Inc. (f/k/a Vista Lakeport Corporation)
Forecom Properties, Inc.
FSV Payment Systems, Inc.
Galaxy Funding, Inc.
GTLT, Inc.

HOF Financial I, LLC
HTD Leasing LLC
HVT, Inc.
InternetSecure Corp.
Key Merchant Services, LLC
Long Beach 4th Place, LLC
MBS-UI Sub-CDE XVI, LLC
Mercantile Mortgage Financial Company
Midwest Indemnity Inc.
Mississippi Valley Company
MMCA Lease Services, Inc.
MS Homes, LLC
NILT, Inc.
North Pullman 111th, Inc.
Northwest Boulevard, Inc.
NuMaMe, LLC
One Eleven Investors LLC
P.I.B., Inc.
Park Bank Initiatives, Inc.
Park National Deferred Exchange Corporation
Plaza Towers Holdings, LLC
Pomona Financial Services, Inc.
Pullman Park Development, LLC
Pullman Park Investment Fund I, LLC
Pullman Transformation, Inc.
Quasar Distributors, LLC
Quintillion Holding Company Limited
Quintillion Limited
Quintillion Services Limited
RBC Community Development Sub 3, LLC
Red Sky Risk Services, LLC (fka USB Lending Support Services, LLC)
Redwood Capital Finance Company, LLC
RTRT, Inc.
SA California Group, Inc.
SA Challenger, Inc.
SA Group Properties, Inc.
San Jacinto Property Holdings LLC
Santander Elavon Merchant Services, Entidad de Pago, Sociedad Limitada
SCBD, LLC
SCDA, LLC
SCFD LLC
Silver Oaks Homes, LLC
Syncada Asia Pacific Private Limited
Syncada Canada ULC
Syncada Europe BVPA
Syncada LLC

Syncada Operations Private Limited
Tarquad Corporation
Telluride Financial Center Owners' Association, Inc.
The Miami Valley Insurance Company
TMTT, Inc.
Tuscany Woods Holdings, Inc.
U.S. Bancorp
U.S. Bancorp Asset Management, Inc. (fka FAF Advisors, Inc.)
U.S. Bancorp Community Development Corporation
U.S. Bancorp Community Investment Corporation
U.S. Bancorp Fund Services (Guernsey), Limited
U.S. Bancorp Fund Services, Limited
U.S. Bancorp Fund Services, LLC
U.S. Bancorp Fund Services, Ltd.
U.S. Bancorp Government Leasing and Finance, Inc.
U.S. Bancorp Insurance and Investments, Inc.
U.S. Bancorp Insurance Company, Inc.
U.S. Bancorp Insurance Services of Montana, Inc.
U.S. Bancorp Insurance Services, LLC
U.S. Bancorp Investments, Inc.
U.S. Bancorp Missouri Low-Income Housing Tax Credit Fund, LLC
U.S. Bancorp Municipal Lending and Finance, Inc.
U.S. Bancorp Service Providers LLC
U.S. Bank Foundation
U.S. Bank National Association, Canadian Branch
U.S. Bank National Association, Cayman Islands Branch
U.S. Bank Trust Company, National Association
U.S. Bank Trust National Association
U.S. Bank Trust National Association SD
U.S. Bank Trustees Limited
USB Americas Holdings Company
USB Capital IX
USB Capital Resources, Inc.
USB European Holdings Company
USB Global Investments, LLC
USB Leasing LLC
USB Leasing LT
USB Nominees (UK) Limited
USB Realty Corp.
USB Trade Services Limited (f/n/a Firstar Trade Services Limited)
USBCDE, LLC
VT Inc.

AFFILIATES OF WILMINGTON TRUST COMPANY

M&T Bank Corporation
Wilmington Trust Corporation
Manufacturers and Traders Trust Company (“M&T Bank”)
Wilmington Trust, National Association
13-18 Redfield Ave. Corp.
100 West Tenth Street Corp.
115 E. Putnam Avenue, Inc.
165-195 Attica Apartments, Inc.
233 Genesee Street Corporation
1105-1141 Broadway Corp.
2015 Select Opportunities KKR Access Fund, LLC
3364 Bailey Avenue, Inc.
7820 Route 11, Inc.
AHRC Trust I
AHRC Trust II
Allfirst Preferred Asset Trust
Allfirst Preferred Capital Trust
Alliance Mezzanine Investors, L.P.
Arkwright Series I
Arkwright Series II
Arkwright Series III
Arkwright Series IV
Balanced Income Fund of WTC (Fund 13)\
Balanced Income Fund – Tax Sensitive of WTC (Fund 15)
BSB Capital Trust I Buffalo
BSB Capital Trust III
BSB Mortgage Corporation
Bayview Lending Group LLC
Bedell SPV Management (Jersey) Limited
Brandywine Crossing Community Association, Inc.
Brandywine Crossing Water and Sewer, LLC
Brandywine Finance Corporation
Brandywine Insurance Agency, Inc.
Camden Partners Equity Managers I, LLC
Camden Partners Holdings, LLC
Camden Partners Private Equity Advisors, LLC
Chesapeake Holdings BB, LLC
Chesapeake Holdings BB MB, LLC
Chesapeake Holdings BRV, LLC
Chesapeake Holdings Beck Estates, LLC
Chesapeake Holdings Belmont, LLC
Chesapeake Holdings CSG, LLC
Chesapeake Holdings Catskill, LLC
Chesapeake Holdings Church Lane, LLC

Chesapeake Holdings Creekview, LLC
Chesapeake Holdings DBC, LLC
Chesapeake Holdings Dewey-SE, LLC
Chesapeake Holdings Double, LLC
Chesapeake Holdings East, LLC
Chesapeake Holdings Egypt, LLC
Chesapeake Holdings Forrest, LLC
Chesapeake Holdings GRLA, LLC
Chesapeake Holdings HC, LLC
Chesapeake Holdings HKSP, LLC
Chesapeake Holdings HO, LLC
Chesapeake Holdings KB, LLC
Chesapeake Holdings LPM 95, LLC
Chesapeake Holdings Landmark, LLC
Chesapeake Holdings Liberty, LLC
Chesapeake Holdings Littleton, LLC
Chesapeake Holdings Logan, LLC
Chesapeake Holdings MAC, LLC
Chesapeake Holdings McD, LLC
Chesapeake Holdings NC1, LLC
Chesapeake Holdings OR-WASH, LLC
Chesapeake Holdings Oak Hill, LLC
Chesapeake Holdings Olsen, LLC
Chesapeake Holdings Orangeburg, LLC
Chesapeake Holdings PB, LLC
Chesapeake Holdings Park, LLC
Chesapeake Holdings Postal, LLC
Chesapeake Holdings Providence Creek, LLC
Chesapeake Holdings QC, Inc.
Chesapeake Holdings RE, LLC
Chesapeake Holdings Research, LLC
Chesapeake Holdings Rock, LLC (f/k/a Chesapeake Holdings 9W, LLC)
Chesapeake Holdings SK, LLC
Chesapeake Holdings Sequoia, LLC
Chesapeake Holdings Shoppes, LLC
Chesapeake Holdings Springbrook, LLC
Chesapeake Holdings Stone, LLC
Chesapeake Holdings Trillium, LLC
Chesapeake Holdings UT, LLC
Chesapeake Holdings WAGD, LLC
Chesapeake Holdings WT-DE, LLC
Chesapeake Holdings WV VI, LLC
Chesapeake Holdings Watershed, LLC
Chesapeake Holdings West, LLC
Chesapeake Holdings Wynstone, LLC
Compton Realty Corporation

Cramer Rosenthal McGlynn, LLC
CRM All Cap Value Fund
CRM International Opportunity Fund
CRM Large Cap Opportunity Fund
CRM Mid Cap Value Fund
CRM Small Cap Value Fund
CRM Small/Mid Cap Value Fund
CRM Long/Short Opportunities Fund Institutional Shares
CRM Global Opportunities LP
CRM 2000 Enterprise Fund IV, LLC
Cramer Rosenthal McGlynn UCITS, Plc
CRM US Equity Opportunities Fund
CRM Long/Short Opportunities
Diversified Income Fund of WTC (Fund 7)
First Empire State Corporation (*f/k/a* M&T Venture Corporation)
First Manufactured Housing Credit Corporation
First Maryland Capital I
First Maryland Capital II
First Maryland Commercial Holdings Corporation
First Maryland Real Estate Corporation
Florence Limited
Global Opportunities Fund, LP
Global Opportunities Alphas Fund, Ltd.
Global Opportunities Offshore Fund, LP
GP Service Corporation
GTBA Holdings, Inc.
Grant Tani Barash & Altman, LLC
Grant, Tani, Barash & Altman Management, Inc.
Groupinsure Brokerage Holding, Inc.
Hughes Lane Trust
HC Value Broker Services Inc
HudCity Service Corporation
Independence Group Ltd, The
Kaissa Partners, LP
KW Servicing Corp.
KW Servicing Trust II
Kendall Corporation Ltd.
Key Operations Center, Inc.
Keystone Financial Mid-Atlantic Funding Corp.
LPM Sub 1, Inc.
LPM Sub 2, Inc.
LPM Sub 3, Inc.
LPM Sub 4, Inc.
LPM Sub 5, Inc.
Lafayette Settlement Services, Inc.
Maxumum Appreciation Fund of Wilmington Trust Company (Fund 3)

M&T Bank Affordable Housing Fund, L.P. (*f/k/a* Allfirst Affordable Housing Fund, L.P.)
M&T Bank Holdings Funding LLC
M&T Bank Affordable Housing Fund II, LLLP
M&T Capital Trust I
M&T Capital Trust II
M&T Capital Trust III
M&T Capital Trust IV
M&T Conduit Corporation
M&T Financial Corporation
M&T Insurance Agency, Inc.
M&T Lease, LLC
M&T Life Insurance Company (*f/k/a* Allfirst Life Insurance Corporation)
M&T Mortgage Reinsurance Company, Inc.
M&T Pennsylvania Services Corporation
M&T Real Estate Trust
M&T Realty Capital Corporation
M&T Securities, Inc.
MAT Properties, Inc.
MTB Asset Management, Inc. (*f/k/a* Zirkin-Cutler Investments, Inc.)
Municipal Bond Common Fund of WTC (Fund 10)
Pan Asia Absolute Return Funds
PB Investment Holdings LLC
Partners NEWPRO, Inc.
Premier National Investment Company, Inc.
Provident Statutory Trust III
Provident Trust I
Quorum Investments S.ar.l
RCS Consulting Group, L.L.C.
Redmond Limited
Restricted Short Term Investment Fund
Restricted Long Term Investment Fund
Rodney Square Insurance Company, Inc.
Rodney Square Investors, L.P.
Rodney Square Management Corporation
Roxbury Capital Management, LLC
SPV Advisors Limited
SPV Management Limited
Sentinel Corporation
Siobain-VI, LLC
Southern Financial Capital Trust III
Southern Financial Statutory Trust I
Special Services Delaware, Inc.
Statutory Cons Trust Fund Fixed Income (Fund 4)
Sylvan Partners LLC-Series I
Sylvan Partners LLC-Series II
Sylvan Partners LLC-Series III

Sylvan Partners LLC-Series IV
WMATA 1998-1stM-B4 Trust
WT Community Investments, Inc.
WT Investments, Inc.
WT Luxembourg, SARL
WTC Camden, Inc.
WTFBSB Properties, LLC
Wilmington Broad Market Bond Fund
Wilmington Brokerage Services Company
Wilmington Common Funds
Wilmington Family Office, Inc.
Wilmington Funds Management Corporation
Wilmington Intermediate –Term Bond Fund
Wilmington Global Hedge Fund, LP
Wilmington Global Hedge Fund II Select, LP
Wilmington Global Hedge Fund Select, LP
Wilmington Large-Cap Strategy Fund
Wilmington Multi –Manager Alternatives Fund
Wilmington Multi-Manager International Fund
Wilmington Multi-Manager Real Asset Fund
Wilmington Municipal Bond Fund
Wilmington New York Municipal Bond Fund
Wilmington Private Funds
Wilmington Real Estate Managers Fund Select , LLC
Wilmington Realty 1, LLC
Wilmington Short-Term Bond Fund
Wilmington SP Services (California), Inc.
Wilmington Strategic Allocation Aggressive Fund
Wilmington Strategic Allocation Conservative Fund
Wilmington Strategic Allocation Moderate Fund
Wilmington Trust (Cayman), Ltd.
Wilmington Trust (London) Limited
Wilmington Trust (UK) Limited
Wilmington Trust CI Holdings Limited
Wilmington Trust Company
Wilmington Trust Corporate Services (Cayman) Limited
Wilmington Trust Fiduciary Services Company
Wilmington Trust Investment Advisors, Inc. (*f/k/a* MTB Investment Advisors, Inc. *f/k/a* Allied Investment Advisors, Inc.)
Wilmington Trust Investment Management, LLC
Wilmington Trust Retirement and Institutional Services Company
Wilmington Trust SP Services, Inc.
Wilmington Trust SP Services (Amsterdam) B.V.
Wilmington Trust SP Services (Cayman) Limited
Wilmington Trust SP Services (Channel Islands) Limited
Wilmington Trust SP Services (Delaware), Inc.

Wilmington Trust SP Services (Dublin) Limited
Wilmington Trust SP Services (Frankfurt) GmbH
Wilmington Trust SP Services (London) Limited
Wilmington Trust SP Services (Luxembourg) S.A.
Wilmington Trust SP Services (Nevada), Inc.
Wilmington Trust SP Services (New York), Inc.
Wilmington Trust SP Services (South Carolina), Inc.
Wilmington Trust SP Services (Vermont), Inc.
Wilmington U.S. Government Money Market Fund
Wilmington U.S. Treasury Money Market Fund
Wilmington U.S. Large Cap Equity Select, LP
Wilmington Ventures 1(QP), LLC
Woodridge Corporation Ltd.