

SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) made subject to approval by the Court, as defined herein, by Joyce W. and Luke Shokere and Michael D. and Sharron Mayo (the “Named Plaintiffs”), individually and as the proposed representatives of the “RFC Settlement Class,” as defined herein, and Residential Funding Company, LLC (“RFC”) on its own behalf and as attorney-in-fact for GMAC Mortgage, LLC (collectively, the “Settling Defendants”), as the assignee(s), owner(s), holder(s), servicer(s) or master servicer(s) of the “RFC Related Loans,” as defined herein. The Named Plaintiffs, the RFC Settlement Class and the Settling Defendants are collectively referred to in this Agreement as the “Parties.”

WHEREAS, the following civil actions are pending in the United States District Court for the Western District of Missouri: (1) *Deanthony Thomas, et al., v. U.S. Bank National Association, N.D.*, Case No. 5:11-cv-06013-SOW; and (2) *Michael D. [and Sharron Mayo] v. GMAC Mortgage, LLC, et al.*, Case No. 4:08-CV-00568-W-DGK (the “Missouri Cases”); and

WHEREAS, the plaintiffs in the Missouri Cases have asserted claims against a number of defendants, including the Settling Defendants, 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 various classes of consumer borrowers similarly situated as a result of certain loan fees and interest amounts that the plaintiffs contend the Settling Defendants directly or indirectly charged, contracted for or received in connection with approximately 110 “Missouri Second Mortgage Loans,” as defined herein, made to the members of the RFC Settlement Class, and which were purchased by, assigned to, or otherwise acquired or serviced by the Settling Defendants, or any one or more of them; and

WHEREAS, the Settling Defendants deny the claims and causes of action asserted in the

Missouri Cases and deny and dispute that they are in any way liable to the plaintiffs or any of the members of the putative classes of Missouri borrowers in the Missouri Cases; 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 Named Plaintiffs and the RFC Settlement Class against the Settling Defendants with respect to the "RFC Related Loans" in the Missouri Cases; 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 as asserted against the Settling Defendants; and

WHEREAS, Plaintiffs' Counsel and counsel for the Settling Defendants have engaged in extensive arm's length negotiations concerning the settlement of the claims and causes of action asserted against the Settling Defendants in the Missouri Cases; and

WHEREAS, the Parties have reached an agreement, subject to Court approval, to resolve the Missouri Cases as between the Named Plaintiffs and the RFC Settlement Class, on one hand, and the Settling Defendants, on the other hand, in accordance with the terms and conditions set forth herein; and

WHEREAS, the Named Plaintiffs and Plaintiffs' Counsel have 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 Named Plaintiffs and the RFC Settlement Class based

upon their investigation, study, negotiations and discovery taken in the Missouri Cases, and taking into account the contested issues involved, the expense and time necessary to prosecute each of the Missouri Cases against the Settling Defendants through trial, the delays and the risks and costs of further prosecution of the Missouri Cases against the Settling Defendants, the uncertainties of complex litigation, the benefits to be received pursuant to this Settlement, and the fact that the Named Plaintiffs and the “Non-RFC Plaintiff Borrowers,” as defined herein, will continue to pursue their claims on the “Missouri Second Mortgage Loans” in the Missouri Cases against the defendant lenders, assignees, trustees, trusts and servicers other than the Settling Defendants; and

WHEREAS, the parties have agreed that the Named Plaintiffs will commence a lawsuit in the Circuit Court of Jackson County, Missouri (the “Court”) upon execution of this Agreement in order to consolidate and efficiently resolve the numerous MSMLA claims asserted against the Settling Defendants with respect to the “RFC Related Loans” in the Missouri Cases (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 “RFC Settlement Class Members” against the Settling Defendants and other “Released Persons” as to the “RFC Related Loans” in both of the Missouri Cases and the Litigation, but shall in no way release, discharge or affect the existing or future claims, causes of action, remedies, and/or rights to relief of (1) the Named Plaintiffs and the RFC Settlement Class Members against any person, association or entity other than the Settling Defendants and other “Released Persons”; (2) the “Non-RFC Plaintiff Borrowers,” as defined herein; and (3) any members of the RFC Settlement Class who timely exclude 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 approval of the Court of this Agreement, that the "Released Claims," as defined herein, against the "Released Persons, as defined herein, are fully and finally compromised and settled as follows:

1. **Denial of Liability; No Admissions**

The Parties are entering into this Agreement for the sole purpose of resolving vigorously disputed claims that have arisen between them and in the interest of avoiding the burdens, expense, and risk of further litigation. By entering into any preliminary settlement discussions, agreeing to the terms of this Agreement, or seeking the approval of this Settlement, the Parties are not making any admissions or concessions, whatsoever, with respect to any claims or defenses alleged or asserted, or any factual or legal assertions in the Missouri Cases or the Litigation. Neither this Agreement nor any of its terms or provisions nor any of the negotiations between the Parties or their counsel shall be construed as an admission or concession by any of the Parties or their counsel of anything whatsoever, including but not limited to: any 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), the merits of any defenses that the Settling Defendants asserted; or the propriety of class certification of the RFC Settlement Class if the Missouri Cases or Litigation were to be litigated rather than settled. Except as necessary in a proceeding to enforce the terms of this Agreement, 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 or their respective parent or subsidiary companies, or to establish the existence of any condition constituting a violation of or non-compliance with any federal, state, local or other applicable law, rule, regulation, guideline or other legal requirement; (b) the truth or relevance of any fact alleged by the Named Plaintiffs; (c) the existence of any class alleged by the Named Plaintiffs; (d) the propriety of class certification if the Missouri Cases or Litigation were to be litigated rather than settled; (e) the validity of any claim or any defense that has been or could have been asserted in the Missouri Cases or other litigation; (f) that the consideration to be given to the RFC Settlement Class Members hereunder represents the amount which could be or would have been recovered by any such persons after trial; or (g) the propriety of class certification in any other proceeding or action. The Parties expressly agree that, in the event the Settlement does not become final and effective in accordance with Paragraph 14 below, no Party will use or attempt to use any conduct or statement of any other Party in connection with this Agreement, or any effort to seek approval of the Agreement, to affect or prejudice any other Party's procedural or substantive rights in any ensuing litigation including, without limitation, any appeal. The Settling Defendants expressly reserve all procedural and substantive rights and defenses to all claims and causes of action and do not waive any such rights or defenses in the event that the Agreement is not approved for any reason.

2. Definitions

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

2.1 **Class Counsel.** "Class Counsel" shall mean Plaintiffs' Counsel, Walters Bender Strohbehn & Vaughan, P.C., 2500 City Center Square, 1100 Main Street, Kansas City, Missouri 64105.

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

2.3 **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 RFC Related Loans in the “Missouri Cases.”

2.4 **Effective Date.** The “Effective Date” of this Agreement means the date when all of the conditions set forth in Paragraph 14 have occurred and the Settlement thereby becomes effective in all respects.

2.5 **Final Approval Order.** “Final Approval Order” means an Order 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 Fed.R.Civ.P. 23.

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

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

2.8 **FirstPlus Bank.** “FirstPlus Bank” means the California industrial loan company that made the Missouri Second Mortgage Loans at issue in the Missouri Case *Deanthony Thomas, et al., v. U.S. Bank National Association, N.D.*, Case No. 5:11-cv-06013-SOW (W.D. Mo.).

2.9 **Missouri Cases.** “Missouri Cases” means the two civil actions pending in the United States District Court for the Western District of Missouri, viz., *Deanthony Thomas, et al., v. U.S. Bank National Association, N.D.*, Case No. 5:11-cv-06013-SOW and *Michael D. Mayo v.*

2.10 **Missouri Second Mortgage Loan.** “Missouri Second Mortgage Loan” means any “Second Mortgage Loan,” as defined in Mo. Rev. Stat. § 408.231.1, secured by a mortgage or a deed of trust on residential real property located in the state of Missouri, that either: (a) was made by “FirstPlus Bank” on or after May 16, 1994; or (b) was purchased by or assigned to “UBS,” and which closed, or was a loan for which any interest was paid, on or after June 20, 2002.

2.11 **Named Plaintiffs.** “Named Plaintiffs” means by Joyce W. Shokere, Luke Shokere, Michael D. Mayo and Sharron Mayo, and any person(s) claiming by, through or under any one or more of them.

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

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

2.14 **Non-RFC Plaintiff Borrowers.** “Non-RFC Plaintiff Borrowers” means the plaintiffs and the members of the “Putative Litigation Classes” who obtained a “Missouri Second Mortgage Loan” that was not an “RFC Related Loan,” as defined below. The Named Plaintiffs, Joyce W. and Luke Shokere and Michael D. and/or Sharron Mayo, are not “Non-RFC Plaintiff

Borrowers.”

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

2.16 **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**.

2.17 **Putative Litigation Classes.** “Putative Litigation Classes” means the putative classes of Missouri borrowers that the plaintiffs seek to certify as plaintiffs’ classes in the Missouri Cases.

2.18 **Releasers.** “Releasers” means the Named Plaintiffs and all “RFC Settlement Class Members,” and each of their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them. The Releasers shall not include any of the following: (a) any members of the RFC Settlement Class who opt out of the Settlement in accordance with Paragraph 10 below; (b) any person(s) whom RFC fails to identify as a member of the RFC Settlement Class on **Exhibit E**; and (c) the Non-RFC Plaintiff Borrowers. It is understood that the releases to be given by the Named Plaintiffs and other Releasers shall only release the “Released Persons” from the “Released Claims,” and nothing more, as provided herein.

2.19 **Released Persons.** “Released Persons” shall mean the Settling Defendants, individually and together with the RFC affiliates, parent companies and subsidiaries listed on

Exhibit G, Wilmington Trust Company, but solely in its capacity as an assignee, holder, trustee, servicer or master servicer of the RFC Related Loans, and JP Morgan Chase Bank, NA, individually and formerly and as successor to Banc One, NA, Chase Manhattan Bank and others, but solely in its capacity as assignee, holder, trustee, servicer or master servicer of the RFC Related Loans, and each of their past and present officers, directors, shareholders, employees, attorneys (including any consultants hired by counsel), accountants, insurers, heirs, executors, and administrators, and each of their respective predecessors, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the term “Released Persons” **does not include any of the following**: (a) Wilmington Trust Company in its capacity as an assignee, holder, trustee, servicer and/or master servicer of loans other than the RFC Related Loans; (b) JP Morgan Chase Bank, NA, individually and/or formerly and/or as successor to Banc One, NA, Chase Manhattan Bank and others, in its capacity as an assignee, holder, trustee, servicer and/or master servicer of loans other than RFC Related Loans; (c) the “U.S. Bank Defendants,” UBS Real Estate Securities, Inc. (“UBS”), Deutsche Bank National Trust Company, MASTR Specialized Loan Trust 2007-01, or any other current and/or former defendant named in the Missouri Cases (other than RFC and GMAC Mortgage, LLC); (d) any person, association or entity who is not a “Released Person,” including, but not limited to, FirstPlus Bank, Option One Mortgage Corporation or any other lender, mortgage banker, mortgage broker and/or loan originator that solicited or made any of the Missouri second mortgage loans that UBS or the Settling Defendants acquired or serviced; (e) any person, association or entity to whom any of the RFC Related Loans were sold, assigned, transferred and/or conveyed prior to the sale, assignment, transference or conveyance to RFC; (f) any person, association or entity, who is not a Released Person, that serviced any of the RFC Related Loans; (g) any person, association or

entity to whom any of the loans made to any Non-RFC Plaintiff Borrower were sold, assigned or otherwise transferred or conveyed; or (h) any person, association or entity that serviced any of the loans of any of the Non-RFC Plaintiff Borrowers.

2.20 Released Claims. “Released Claims” means any and all claims, demands, actions, causes of action, rights, offsets, setoffs, suits, damages, lawsuits, liens, costs, surcharges, losses, attorney’s fees, expenses or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential or punitive damages, as well as any and all claims for treble damages, penalties, 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 RFC Related 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 RFC Settlement Class Members’ RFC Related Loans; (2) any activities of the Released Persons with respect to the RFC Related Loans including, without limitation, any alleged representations, misrepresentations, disclosures, incorrect disclosures, failures to disclose, acts (legal or illegal), omissions, failures to act, deceptions, acts of unconscionability, unfair business practices, breaches of contract, usury, unfulfilled promises, breaches of warranty or fiduciary duty, conspiracy, excessive fees collected, or violations of any consumer protection statute, any state unfair trade practice statute, or any other body of case,

statutory or common law or regulation, federal or state, including but not limited to the Missouri Second Mortgage Loans Act, Mo.Rev.Stat. § 408.231, *et seq.*, or any other similar state statute; the Truth in Lending Act, 15 U.S.C. § 1601, *et seq.*, and its implementing regulations, 12 C.F.R. part 226; the Home Ownership and Equity Protection Act, 15 U.S.C. § 1639, *et seq.*, and its implementing regulation, 12 C.F.R. part 226.31-32; the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601, and its implementing regulation, 24 C.F.R. part 3500; the Equal Credit Opportunity Act, 15 U.S.C. § 1691, *et seq.*, and its implementing regulation, 12 C.F.R. part 202; the Home Mortgage Disclosure Act, 12 U.S.C. § 2801, *et seq.*, and its implementing regulation, 12 C.F.R. part 203; the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*; the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*; the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, *et seq.*; and the Federal Trade Commission Act, 15 U.S.C. §§ 45, *et seq.*; and/or (3) any conduct undertaken by any of the Released Persons to defend the Missouri Cases or the Litigation, including but not limited to, any alleged improper discovery conduct and/or any request for sanctions. It is the intention of the Releasors to provide a general release of the Released Claims against the Released Persons; provided, however, that anything in this Agreement to the contrary notwithstanding, the term Released Claims does not include: (1) the claims of the Named Plaintiffs or any other Releasor, whether or not currently asserted in the Missouri Cases or Litigation, against the U.S. Bank Defendants, UBS Real Estate Securities (“UBS”), Deutsche Bank National Trust Company, MASTR Specialized Loan Trust 2007-01, or any other person, association or entity, other than the Released Persons, in connection with the Named Plaintiffs’ and other Releasors’ RFC Related Loans, notwithstanding the fact that the Named Plaintiffs’ and other Releasors’ RFC Related Loans, in whole or in part, were purchased, acquired, held, serviced or master serviced by the Settling Defendants; (2) any and all other claims of any kind

or type by the Named Plaintiffs or any other Releasor against any person, association or entity that is not a Released Person, whether such claims arise out of or relate to a Missouri Second Mortgage Loan, including any RFC Related Loans, and/or some other conduct, transaction, loan or occurrence; (3) any claims of any kind or type by the Named Plaintiffs or any other Releasor against any person, association or entity in connection with any loan and/or loan transaction other than an RFC Related Loan, notwithstanding the fact that the loan, in whole or in part, was purchased by, assigned to, acquired, serviced, or master serviced by RFC and/or any of the other Released Persons; and/or (4) any claims of whatever kind or type by any Non-RFC Plaintiff Borrower and any other person not a Releasor with respect to any Missouri Second Mortgage Loan.

2.21 **RFC.** “RFC” means Residential Funding Company, LLC (f/k/a Residential Funding Corporation).

2.22 **RFC Related Loan.** “RFC Related Loan” means any “Missouri Second Mortgage Loan” that was purchased by, assigned to, serviced by and/or master serviced by RFC.

2.23 **RFC Settlement Class.** “RFC Settlement Class” shall have the meaning set forth in Paragraph 3(a) below.

2.24 **RFC Settlement Class Member.** “RFC Settlement Class Member” means any member of the RFC Settlement Class who does not timely opt out of the Settlement pursuant to Paragraph 9(a) below. If an RFC Settlement Class Member has died, filed for bankruptcy, or otherwise voluntarily or involuntarily transferred his or her rights under an RFC Related Loan, the person’s heir, representative, successor or assign shall be deemed an RFC Settlement Class Member.

2.25 **RFC Settlement Class Member Payment.** “RFC Settlement Class Member

Payment” means the portion of the “Net Distributable Settlement Funds” shown on **Schedule A** to be paid to the respective RFC Settlement Class Member(s) pursuant to the Settlement, plus any interest earned and attributable to such sum while in escrow.

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

2.27 **Settlement Fund.** “Settlement Fund” means the amount to be delivered by RFC in accordance with Paragraph 4(a) below.

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

2.29 **Settling Defendants.** “Settling Defendants” means RFC and GMAC Mortgage, LLC, as the assignee(s), holder(s), servicer(s) or master servicer(s) of the RFC Related Loans.

2.30 **Settling Defendants’ Counsel.** “Settling Defendants’ Counsel” means Bryan Cave, LLP, 1200 Main Street, Suite 3500, Kansas City, Missouri 64105

2.31 **UBS.** “UBS” means UBS Real Estate Securities, Inc., the defendant in the Missouri Case *Michael D. Mayo v. GMAC Mortgage, LLC, et al.*, Case No. 4:08-CV-00568-W-DGK.

2.32 **U.S. Bank Defendants.** “U.S. Bank Defendants” means U.S. Bank National Association, U.S. Bank National Association ND, and Wilmington Trust Company in its capacity as assignee, owner, holder, agent, trustee, servicer or master servicer of loans other than the RFC Related Loans, each being identified individually and together with any joint or respective officers, directors, trustees, agents, parents, subsidiaries, affiliates, predecessors, successors or assigns.

3. Certification of the RFC 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 (referred to herein as the “RFC Settlement Class”), defined as follows:

All persons who obtained a “Second Mortgage Loan,” as defined in Mo.Rev.Stat. § 408.231.1, that was secured by a mortgage or a deed of trust on residential real property located in the state of Missouri, and that:

- (1) was made by FirstPlus Bank (f/k/a Citizens Thrift and Loan Association) on or after May 16, 1994 and was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation); or
- (2) was purchased by or assigned to UBS Real Estate Securities, Inc. and either closed on or after June 20, 2002, or was a loan for which interest was paid on or after June 20, 2002, and which was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation) or GMAC Mortgage, LLC (formerly GMAC Mortgage Corporation).

b. A list of all members of the RFC Settlement Class is attached hereto as **Exhibit E**. **Exhibit E** shall be filed under seal to protect the privacy of the names and addresses of the members of the RFC Settlement Class.

c. If this Agreement is not approved by the Court pursuant to the proposed Final Approval Order and Final Judgment, or if for any reason this Settlement fails to become effective pursuant to Paragraph 14, 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 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 Paragraphs 1 and 19(m)

hereof. In addition, neither this Agreement, the preliminary certification of the RFC 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 in the event that this Agreement shall terminate or the settlement embodied herein 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 their claims against the other Party or Parties as provided in Paragraph 15 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 RFC Settlement Class Members**

a. Within three (3) business days after entry of the Final Approval Order and receipt by Settling Defendants' Counsel in writing of appropriate wiring instructions and a completed W-9 Tax Form from Plaintiffs' Counsel, RFC shall deliver \$2,460,845.91, subject to Paragraph 4(d) below (the "Settlement Fund") to the Escrow Agent, as defined below, by wire transfer at its own expense.

b. The Settlement Fund shall be wired into an interest-bearing escrow account that the Parties shall establish, pursuant to mutually agreeable terms, at Missouri Bank & Trust, 1044 Main Street, Kansas City, Missouri, or some other insured depository institution in Missouri selected by Plaintiffs' Counsel (the "Escrow Agent"). All interest earned on the Settlement Fund while in escrow shall be added to and included within the definition of "Settlement Fund" and shall be allocated to the persons identified on **Schedules A-1 and A-2** in proportion to his, her or

their share of the Net Distributable Settlement Fund. The Settlement Fund, including any interest earned in escrow, shall be returned to RFC in the event that the Settlement is rescinded, terminated, vacated, or the Effective Date does not arrive for any other reason. The Settlement Fund while in the escrow account shall be invested in a manner that generates the highest return that can be obtained without risk to the principal.

c. The Parties' escrow agreement shall provide that the Settlement Fund will be released to Plaintiffs' Counsel from escrow the first business day after the Effective Date. Plaintiffs' Counsel, 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 this Agreement and **Schedules A-1 and A-2**, which shall also be filed under seal to protect the privacy of the RFC Settlement Class.

d. If any member(s) of the RFC Settlement Class timely opt out and exclude themselves from the Settlement, the name(s) of the "opt out" class member(s) shall be removed from **Schedules A-1 or A-2** and the portion of the Net Distributable Settlement Fund attributable to said "opt outs" shall remain a part of the Net Distributable Settlement Fund and will be reallocated to the RFC Settlement Class Members pro rata. The Parties shall submit any required revisions to **Schedules A-1 or A-2** to the Court under seal prior to the Final Hearing Date.

e. The amount of the Settlement Fund shall not be reduced as a result of any member(s) of the RFC Settlement Class electing to opt out or exclude themselves from the Settlement pursuant to Sub-Paragraph 4(d), or for any other reason.

f. Upon release of the Settlement Fund by the escrow agent to Plaintiffs' Counsel, Plaintiffs' 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 escrow, to the RFC Settlement Class Members (i.e., those members of the RFC Settlement Class, if any, who did not timely opt out) in the amounts and to the addresses shown on **Schedules A-1 and A-2**, or as the Court may otherwise determine and approve. Such distributions to the RFC Settlement Class Members are referred to and defined as the “RFC Settlement Class Member Payments.” Plaintiffs’ Counsel shall distribute the RFC Settlement Class Member Payments to the RFC Settlement Class Members within 30 days of the Effective Date by checks mailed to the RFC Settlement Class Members or, in the event of a RFC Settlement Class Member bankruptcy under Chapter 7, to the Chapter 7 bankruptcy trustee for said RFC Settlement Class Member, with notice of said mailing to said RFC Settlement Class Member. Plaintiffs’ Counsel will re-mail any returned checks to any new address disclosed. To the extent any check is returned a second time, Plaintiffs’ Counsel shall undertake reasonable efforts to locate a current address for said RFC Settlement Class Member. If any RFC Settlement Class Member refuses to accept receipt of an RFC Settlement Class Member Payment check, or does not cash an RFC Settlement Class Member Payment check within 30 days of receipt, Plaintiffs’ Counsel shall undertake reasonable efforts to locate and/or contact the RFC Settlement Class Member and inquire about receiving and/or cashing the check. Within 210 days of the Effective Date, Plaintiffs’ Counsel shall file a report with the Court confirming that the entirety of the Net Distributable Settlement Funds/RFC Settlement Class Member Payments were distributed to the RFC Settlement Class Members pursuant to the original or any revised **Schedules A-1 or A-2** 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 Funds to the RFC Settlement Class Members. Plaintiffs’ Counsel shall reallocate the

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

g. Plaintiffs' Counsel shall be responsible for preparing, filing and addressing any requisite IRS Form 1099s. RFC Settlement Class Members shall be responsible for any taxes due or any tax liability arising out of the distribution of the Settlement Funds.

h. 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 Funds, the determination, administration, calculation, or payment of claims, the payment or withholding of taxes, or any losses incurred in connection therewith.

i. Any RFC 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 RFC Related Loan, regardless of whether a payment check has been made out to all or only some of the RFC Settlement Class Members' co-borrowers.

j. No person shall have any claim against the Released Persons, Plaintiffs' 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 an incentive award in a total amount not to exceed \$3,500.00 in recognition of services rendered for the benefit of the RFC Settlement Class during and throughout the course of the Missouri Cases

and/or Litigation. Any such incentive award shall be in addition to the amount to be paid on the Named Plaintiffs' individual claims. The amount of any incentive award approved by the Court, and any interest attributable to said amount while in escrow, shall be deducted from the Settlement Fund to determine the "Net Settlement Fund" from which any award of attorney's fees to Plaintiffs' Counsel shall be deducted before the balance is distributed to the RFC Settlement Class Members as the "Net Distributable Settlement Fund" in accordance with **Schedules A-1 and A-2**. The Settling Defendants will not object to the Named Plaintiffs applying to the Court for and/or receiving an incentive award in the above-stated amount. To the extent the Court approves an incentive award in an amount less than the not to exceed amount stated above, the difference, and any interest attributable to the amount of the difference while in escrow, 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/or court costs not to exceed \$8,275.36. The amount of any such award, and any interest attributable to said amount(s) while in escrow, shall also be deducted from the Settlement Fund to determine the Net Settlement Fund from which any award of attorney's fees to Plaintiffs' Counsel shall be deducted before the balance is distributed to the RFC Settlement Class Members as the "Net Distributable Settlement Fund" in accordance with **Schedules A-1 and A-2**. The Settling Defendants will not object to Plaintiffs' Counsel and/or the Named Plaintiffs applying to the Court for, and receiving, an award of expenses and/or costs in the above amount. To the extent the Court awards expenses and/or costs in an amount that is less than the not to exceed amount stated above, the difference, and any interest attributable to the amount of the difference while in escrow, 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 percent (40%) of the Net Settlement Fund, which award of attorney's fees is estimated to be \$979,628.21 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 escrow, shall be deducted from the Net Settlement Fund to determine the Net Distributable Settlement Fund and the individual RFC Settlement Class Member Payments. The Settling Defendants will not object to Plaintiffs' Counsel and/or the Named Plaintiffs applying to the Court for, and receiving, an award of attorney's fees in the above 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 escrow, shall be included in and treated as a part of the Net Distributable Settlement Fund.

d. Except as provided in this Paragraph 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, and specifically, without limitation, the Settling Defendants shall bear no other attorney's fees, court costs or expenses.

6. **Releases**

a. On the Effective Date, in exchange for the agreement by RFC to make available and pay the Settlement Fund pursuant to the terms and conditions of this Agreement, and for other good and valuable consideration, Releasers, by operation of this Release and the judgment set forth in the Final Order and Judgment, shall be deemed without further action by any person or the Court (i) to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all of the Released Persons of and from any and all Released Claims; (ii)

to have consented to dismiss with prejudice the Released Claims of the Releasers against the Released Persons in the Missouri Cases and Litigation; and (iii) to be forever barred and enjoined from instituting or further prosecuting in any forum whatsoever including, but not limited to, any state, federal, or foreign court, or regulatory agency, the Released Claims. The Parties agree that the Released Persons will suffer irreparable harm if any RFC Settlement Class Member takes action inconsistent with this Paragraph 6(a), and that, in such event, the Released Persons may seek an injunction as to such action without further showing of irreparable harm.

b. The Releasers acknowledge and agree that they are aware that they may hereafter discover material or immaterial facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Releases, but that it is their intention to, and they do hereby, upon the Effective Date of this Agreement, fully, finally and forever settle and release each and every of the Released Persons from each and every Released Claim, known or unknown, suspected or unsuspected, accrued or not accrued, contingent or matured, which now exist, may hereafter exist, or may heretofore have existed, without regard to the subsequent discovery or existence of such different or additional facts.

c. Subject to Court approval, each RFC 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 Litigation or the Settlement in the form of the Class Mail Notice or otherwise. The Releases and agreements contained in this Paragraph 6 shall apply to and bind all RFC Settlement Class Members, including those RFC Settlement Class Members whose Class Mail Notices are returned as undeliverable, and those for whom no current address can be found, if any.

7. **Representations and Stipulations**

a. The Settling Defendants, and each of them, represent, warrant and declare that: (i) they have acted in good faith and have used their best efforts in identifying the members of the RFC Settlement Class and in producing the loan documents and loan payment and payoff information on which the distribution of the individual RFC Settlement Class Member Payments shown on **Schedules A-1 and A-2** is based; and (ii) based on said best efforts, there are no members of the RFC Settlement Class other than those identified on **Exhibit E**.

b. The parties jointly stipulate and agree that neither this Agreement nor a Party's decision to negotiate and/or execute the Agreement can be used to show or establish that a Party's conduct during the Litigation, including that of counsel, gives rise to or constitutes a waiver of the attorney-client, common interest or joint defense privilege or work product doctrines.

c. Plaintiffs' Counsel represent and warrant to the Settling Defendants that they have not been retained by any existing client or contacted by any potential client to commence a new lawsuit or pursue any claims or right of relief against the Settling Defendants with respect to any of the Released Claims and that they have not been informed of an intention on the part of any member of the RFC Settlement Class to opt out of the Settlement. In addition, Plaintiffs' Counsel agree that they will not solicit the right to legally represent any person, including any member or members of the RFC Settlement Class who opt(s) out of the RFC 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.

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 shall not seek to remove the Litigation to federal court or encourage others to do so. The Litigation shall be the vehicle through which the numerous MSMLA claims being asserted against the Settling Defendants in the Missouri Cases with respect to the RFC Related Loans can be consolidated and thereby efficiently and expeditiously settled and resolved pursuant to the terms and conditions of 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 RFC Settlement Class pursuant to Mo. Rule 52.08 for settlement purposes;
- 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 RFC Settlement Class for settlement purposes;
- d. Approving the appointment of Plaintiffs' Counsel as counsel for the RFC Settlement Class for settlement purposes;
- e. 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 RFC Settlement Class;
- f. Directing Plaintiffs' Counsel to mail the Class Mail Notice promptly after entry by the Court of the Preliminary Approval Order to the RFC Settlement Class by first-class mail to the last known address of such persons;

g. Establishing a procedure for members of the RFC Settlement Class to opt out and setting a date, approximately thirty (30) days after the mailing of the Class Mail Notice, after which no member of the RFC Settlement Class shall be allowed to opt out of the RFC Settlement Class;

h. Establishing a procedure for “RFC Settlement Class Members” to appear at the Fairness Hearing and/or object to the Settlement and setting a date, approximately thirty (30) days after the mailing of the Class Mail Notice, after which no “RFC Settlement Class Members” shall be allowed to object; and

i. Establishing a procedure for “RFC Settlement Class Members” to intervene in the Litigation and setting a date, approximately thirty (30) days after the mailing of the Class Mail Notice, after which no “RFC Settlement Class Members” shall be allowed to intervene; and

j. Scheduling a hearing on final approval of the Settlement and Agreement;

k. 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;

l. 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 RFC Settlement Class Members against any person, association or entity other than the Settling Defendants including, without limitation, the claims currently asserted in the Missouri Cases pursuant to the Missouri Second Mortgage Loans Act, §§ 408.231-408.241 RSMo, against the assignees and servicers of the Missouri Second Mortgage Loans, other than the Settling Defendants.

m. 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 exclusion requests shall be set forth in the Preliminary Approval Order. Any exclusion request (opt out) must be in writing and include the name, address, telephone number, and last four digits of the Social Security Number of each individual seeking to opt out and a statement that the individual is a member of the RFC Settlement Class and that he or she and all co-borrowers named on the individual's promissory note is (are) seeking exclusion for the Settlement. Any exclusion request must be personally signed by each person (borrower) who signed the promissory note in connection with the subject RFC Related 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 exclusion request and present written proof of such representative capacity to sign. Any exclusion request must include a reference to the Litigation: "Shokere v. Residential Funding Company, LLC, Case No. _____" and be mailed to:

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

and

Irvin Belzer
Bryan Cave, LLP
1200 Main, Suite 3500
Kansas City, Missouri 64105
(on behalf of the Settling Defendants)

To be considered timely and effective, an exclusion request must be received on or before the date established by the Court in the Preliminary Approval Order. No person may opt out of the

Settlement by having an actual or purported agent or attorney submit an exclusion request on said person's behalf. Nor may an exclusion request be submitted or made on behalf of any group of persons. Each member of the RFC Settlement Class who does not submit an exclusion request substantially in compliance with this Paragraph 10 shall be included in the RFC Settlement Class and be deemed an "RFC Settlement Class Member," with a capital "M" as defined herein. For purposes of determining timeliness, an exclusion request shall be deemed to have been submitted when received by either Class Counsel or Settling Defendants' Counsel. On or before the date of the Final Approval Hearing, Class Counsel shall provide the Court with a list of all persons who have timely and adequately filed a request to be excluded from the Settlement.

b. Effect of Opt Outs. If class member opt outs result in the exclusion from the Settlement of more than two (2)% of the number of loans that would otherwise be included in the Settlement, RFC, for itself and the Settling Defendants, in its sole discretion, may 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 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 Paragraph 15. In addition, and in such event, this Agreement and all negotiations, court orders and proceedings relating thereto, shall be without prejudice to the rights of the Parties, and each of them, and evidence of or relating to the Agreement and all negotiations shall not be admissible or discoverable in the Missouri Cases or

otherwise. The Settling Defendants must exercise their option pursuant to this Paragraph 10(b) at least ten (10) business days prior to the Final Hearing Date, by giving written notice of such exercise to Plaintiffs' Counsel.

c. Bankruptcy Trustees. In instances where a member of the RFC Settlement Class has filed for bankruptcy under Chapter 7 after obtaining his, her, or their RFC Related Loan, if the member of the RFC Settlement Class opts out of the Settlement, the Chapter 7 bankruptcy trustee shall be deemed to have opted out of the Settlement. Conversely, if the Chapter 7 bankruptcy trustee opts out of the Settlement, the member of the RFC Settlement Class shall be deemed to have opted out of the Settlement. If neither the member of the RFC Settlement Class nor the Chapter 7 bankruptcy trustee opts out of the Settlement, both shall be bound by the Release provisions of Paragraph 6.

11. Objections to the Settlement/Intervention

a. Procedure for Objections. Any RFC Settlement Class Member who wishes to object to the Settlement or to the incentive awards or the awards of expenses, costs or attorney's fees must file a written notice of objection with the Court as provided below (the "Notice of Objection") on or before the date established by the Court in the Preliminary Approval Order. For purposes of determining timeliness, a Notice of Objection shall be deemed to have been submitted when filed with the Clerk of the Court. Copies of the Notice of Objection must be also mailed to the following on or prior to the date established by the Court in the Preliminary Approval Order, which shall be no later than thirty (30) days prior to the Final Hearing Date:

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

Settlement Class)

and

Irvin Belzer
Bryan Cave, LLP
1200 Main, Suite 3500
Kansas City, Missouri 64105
(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., *Shokere v. Residential Funding Company, LLC*, Case No. _____.”

Attendance at the final hearing is not necessary. Any RFC 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 RFC 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.

12. Final Approval Order and Final 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 substantially in the form attached as **Exhibit C**. In accordance with **Exhibit C**, the Final Approval Order will certify the RFC Settlement Class and find that the Settlement and this Agreement are fair, reasonable, and adequate and in the best interests of the RFC Settlement Class. The Final Approval Order will require the Parties to carry out the provisions of this Agreement.

b. The Named Plaintiffs and Plaintiffs' Counsel agree that they will request the Court to enter a Final Judgment in the Litigation in a form substantially the same as that attached as **Exhibit D** after the Final Approval Hearing. In accordance with **Exhibit D**, the Final Judgment will dismiss all claims and motions of the RFC Settlement Class Members pending against the Settling Defendants in the Litigation on the merits and with prejudice as to the Releasers, declare that the RFC Settlement Class Members are bound by the Releases set forth in Paragraph 6 of this Agreement as of the Effective Date, hold that the dismissal of the Litigation and claims asserted therein shall not in any way stay, bar, preclude, abate or otherwise operate as a dismissal, release, discharge or other adjudication of the claims of the Named Plaintiffs and/or the RFC Settlement Class Members against any person, association or entity other than the

Settling Defendants and other “Released Persons” as defined in Paragraph 2.19 of the Agreement including, without limitation, the claims currently asserted in the Missouri Cases pursuant to the Missouri Second Mortgage Loans Act, §§ 408.231-408.241 RSMo, against the assignees and servicers of the Missouri Second Mortgage Loans, other than the Settling Defendants, and reserve continuing jurisdiction over the enforcement of this Agreement, the administration and distribution of the Settlement Funds and, if necessary, vacating and/or setting aside the Final Judgment in the event the Settlement does not (or cannot) become effective pursuant to Paragraph 14 below.

13. 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 Paragraph 17(a) with respect to all Class Mail Notices returned as undeliverable.

14. 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 Settling Defendants’ Counsel;

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 Paragraph 9;

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

iv. A Final Approval Order has been entered by the Court in a form substantially similar to that attached as **Exhibit C** as provided in Paragraph 12(a);

v. A Final Judgment has been entered by the Court, in a form substantially similar to that attached as **Exhibit D**, as provided in Paragraph 12(b);

vi. The Final Approval Order and the Final Judgment entered as provided in Paragraphs 12(a) and 12(b) have become final because of (a) the expiration of the time for appeals therefrom without any appeal having been taken or, (b) if review of the order, or any portion thereof, is sought by any person, the matter has been fully and finally resolved by the appellate court(s) and the time for seeking any higher level of appellate review has expired;

vii. An order finally approving a settlement as to the Settling Defendants and a final judgment as to the Settling Defendants have been entered by each of the respective courts in each of the cases listed in **Exhibit F**, in forms substantially similar to the exemplar exhibits attached to the settlement agreements with the Settling Defendant(s) in those cases; and

viii. Each of the orders finally approving a settlement as to the Settling Defendants and the final judgments as to the Settling Defendants described in Paragraph 14(a)(vii) have become final because of (a) the expiration of the time for appeals therefrom without any appeal having been taken or, (b) if review of any such order, or any portion thereof, is sought by any person, the matter has been fully and finally

resolved by the appellate court(s) and the time for seeking any higher level of appellate review has expired.

b. If any material portion of the Agreement, the Final Approval Order, or the Final Judgment is vacated, voided, modified, or otherwise altered by the Court or on appeal, any Party may, in its sole discretion, within seven (7) 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 Paragraph 15.

c. If for any reason the Settlement does not (or cannot) become effective pursuant to this Paragraph 14 by the day which is 3 years after the date of the latest final approval of the settlement of a case listed in **Exhibit F**, any Party in its, her or their sole discretion, by giving written notice to Plaintiffs' Counsel or Settling Defendants' Counsel, as the case may be, within three (3) days of said date, may rescind this Agreement and the Settlement, in which event each and every obligation under the Agreement shall cease to be of any force and effect, as provided in Paragraph 15.

15. Failure of Condition

If, for any reason, this Agreement fails to become effective as provided in Paragraphs 3(c), 10(b) and/or 14, each and every obligation under the Agreement shall cease to be of any force and effect, and 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) 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 Paragraphs 1 and Paragraph 19(m) hereof shall survive and remain binding on the Parties and effective in all respects regardless of the reasons for such failure of condition and any Party may reassert their claims against the 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 RFC 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 Plaintiff(s) and RFC Settlement Class Members may commence a new lawsuit or proceeding against the Settling Defendants, or any of them, to pursue the claims and causes of action that they are currently asserting in the Missouri Cases as if the claims had been reasserted in the Missouri Cases as stated and intended herein; provided further, however, that any such re-commenced lawsuit or proceeding shall be filed in the United States District Court for the Western District of Missouri. In such event, the Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of any and all parties hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Missouri Cases or otherwise.

16. Stay and Dismissal of the Missouri Cases

a. The Parties agree that within five (5) business days of the execution of this Agreement by all Parties, they will file a motion to stay *Deanthony Thomas, et al., v. U.S. Bank National Association, N.D.*, Case No. 5:11-cv-06013-SOW, with respect to the Settling Defendants pending the effectiveness of the settlement memorialized in the Agreement. The Parties further agree that if such stay is not entered, or is entered but expires or is lifted prior to

the Effective Date of this Agreement, they will cooperate to request extensions of time to postpone all deadlines for litigation activity required in *Deanthony Thomas, et al., v. U.S. Bank National Association, N.D.*, Case No. 5:11-cv-06013-SOW, with respect to the Settling Defendants in an effort to provide that no such deadlines occur prior to the Effective Date of this Agreement.

b. The Parties agree that if RFC and/or GMAC Mortgage, LLC, is reinstated as a defendant in *Michael D. Mayo v. GMAC Mortgage, LLC, et al.*, Case No. 4:08-CV-00568-W-DGK, within five (5) business days they will file a motion to stay that case with respect to the Settling Defendants pending the effectiveness of the settlement memorialized in the Agreement. The Parties further agree that if such stay is not entered, or is entered but expires or is lifted prior to the Effective Date of this Agreement, they will cooperate to request extensions of time to postpone all deadlines for litigation activity required in *Michael D. Mayo v. GMAC Mortgage, LLC, et al.*, Case No. 4:08-CV-00568-W-DGK, with respect to the Settling Defendants in an effort to provide that no such deadlines occur prior to the Effective Date of this Agreement.

c. The Parties agree that within five (5) business days of the Effective Date of this Agreement, they will file the motion(s), notice(s), or stipulation(s) necessary to voluntarily dismiss the Missouri Cases as against the Settling Defendants “with prejudice,” with each Party to bear its own costs, and/or otherwise request the courts in the Missouri Cases to approve the dismissal of the Named Plaintiffs’ and RFC Settlement Class Members’ claims against the Settling Defendants as provided herein.

17. Class Notice Forms

a. **Exhibit E** constitutes a list of the members of the RFC Settlement Class to whom notice pursuant to this Agreement shall be provided. 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). 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 current addresses for said class member(s). The notices shall be mailed within five (5) days of the Preliminary Approval Order.

b. Subject to Court approval, all RFC 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 an RFC Settlement Class Member did not receive actual notice of the Litigation 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 any dismissal order or judgment shall be entitled to Full Faith and Credit in any other court, tribunal, forum, including arbitration fora, or agency.

18. Public Comments and Press Releases

a. The Named Plaintiffs and Plaintiffs' Counsel agree that they will not issue any press release without giving the Settling Defendants and their Counsel an opportunity to review and comment on any such release prior to it being made public.

b. Before the Motion for Preliminary Approval of Class Action Settlement is filed, neither the Parties nor any of their counsel shall issue any press release or have other communications with the media regarding the Settlement, except as required by law.

c. No Party and no counsel shall make any public comments that would undermine

the Settlement, adversely affect the ability of the Parties to obtain final approval of the Settlement, or disparage any other Party or counsel for any Party.

d. Nothing in this Section shall prohibit counsel from providing legal advice to their clients or to individual RFC Settlement Class Members.

19. General Provisions

a. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement and arrangement of and between the Named Plaintiffs and the RFC 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. 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.

c. 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.

d. Duplicate Originals/Execution in Counterpart. All Parties, Plaintiffs' Counsel and Settling Defendants' Counsel shall sign two 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 copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

e. 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.

f. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the state of Missouri, without regard to conflict of laws rules. This Agreement shall be enforced in the United States District Court for the Western District of Missouri, Western Division. The Settling Defendants, the Named Plaintiffs and the RFC Settlement Class Members waive any objection that each such party may now have or hereafter have to the venue of such suit, action, or proceeding and irrevocably consent to the jurisdiction of said District Court in any such suit, action or proceeding, and agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding.

g. 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 RFC Settlement Class Members in violation of the Final Judgment.

h. 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.

i. 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.

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

k. Taxes. All RFC Settlement Class Members shall be responsible for paying and/or reporting any and all federal, state and local income taxes due on the payments made to them pursuant to the Settlement.

l. No Other Financial Obligations on the Settling Defendants. The Settling Defendants shall not be liable or obligated to pay any fees, expenses, costs or disbursements to the Named Plaintiffs, Plaintiffs' Counsel or the RFC Settlement Class Members, either directly or indirectly, in connection with the Missouri Cases, the Litigation or the administration of this Agreement, other than the amounts expressly provided for herein. Any miscellaneous settlement administration expenses of any kind shall be advanced by Plaintiffs' Counsel and reimbursed from the Settlement Funds, subject to the Court's approval.

m. Non-Use of the Agreement. In addition to the above, and as may be otherwise stated herein, the Named Plaintiffs and Plaintiffs' Counsel agree that neither this Agreement, nor its terms, nor any related negotiations, statements or court proceedings, nor the Settlement Funds, Net Settlement Funds, or any other amounts specified herein may be offered or used in the lawsuit, styled *In Re Community Bank of Northern Virginia and Guaranty National Bank of*

Tallahassee Second Mortgage Loan Litigation, Consolidated Case No. 03-cv-00425 (MDL No. 1674), or any of the individual cases and/or lawsuits of which MDL No. 1674 is comprised, or any other litigation, action or proceeding in which any of the Settling Defendants are a party for any purpose except the following: (i) to enforce the terms of this Agreement; or (ii) as the Court may otherwise order or direct, in which event the Party or Parties or Plaintiffs' Counsel shall request the Court to review the Agreement *in camera*, but shall make any submission or filing as required by the Court regardless of the decision. The Named Plaintiffs and Plaintiffs' Counsel further agree that they will not request, seek or suggest that this Agreement, or its terms, or any related negotiations, statements or court proceedings, or the Settlement Funds, Net Settlement Funds, or any other amounts specified herein should or will be offered or used in the lawsuit, styled *In Re Community Bank of Northern Virginia and Guaranty National Bank of Tallahassee Second Mortgage Loan Litigation*, Consolidated Case No. 03-cv-00425 (MDL No. 1674), or any of the individual cases and/or lawsuits of which MDL No. 1674 is comprised, or any other litigation, action or proceeding in which any of the Settling Defendants are a party for any purpose except to enforce the terms of this Agreement.

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

o. 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 this ___ day of October 2011.

JOYCE W. SHOKERE

Dated: October 1, 2011

Joyce W. Shokere
Joyce W. Shokere, on her own behalf and on behalf of the RFC Settlement Class Members.

LUKE SHOKERE

Dated: October ___, 2011

Luke Shokere, on his own behalf and on behalf of the RFC Settlement Class Members.

MICHAEL D. MAYO

Dated: October ___, 2011

Michael D. Mayo, on his own behalf and on behalf of the RFC Settlement Class Members.

SHARRON MAYO

Dated: October ___, 2011

Sharron Mayo, on her own behalf and on behalf of the RFC Settlement Class Members.

o. 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 this ___ day of October 2011.

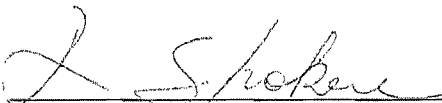
JOYCE W. SHOKERE

Dated: October ___, 2011

Joyce W. Shokere, on her own behalf and on behalf of the RFC Settlement Class Members.

LUKE SHOKERE

Dated: October ___, 2011



Luke Shokere, on his own behalf and on behalf of the RFC Settlement Class Members.

MICHAEL D. MAYO

Dated: October ___, 2011

Michael D. Mayo, on his own behalf and on behalf of the RFC Settlement Class Members.

SHARRON MAYO

Dated: October ___, 2011

Sharron Mayo, on her own behalf and on behalf of the RFC Settlement Class Members.

o. 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 this ___ day of October 2011.

JOYCE W. SHOKERE

Dated: October ___, 2011

Joyce W. Shokere, on her own behalf and on behalf of the RFC Settlement Class Members.

LUKE SHOKERE

Dated: October ___, 2011

Luke Shokere, on his own behalf and on behalf of the RFC Settlement Class Members.

MICHAEL D. MAYO

Dated: October ___, 2011

Michael Mayo
Michael D. Mayo, on his own behalf and on behalf of the RFC Settlement Class Members.

SHARRON MAYO

Dated: October ___, 2011

Sharron Mayo
Sharron Mayo, on her own behalf and on behalf of the RFC Settlement Class Members.

RESIDENTIAL FUNDING COMPANY, LLC,
individually and as attorney-in-fact for GMAC
MORTGAGE, LLC

Dated: October __, 2011

By: Jimmy Halpern
Title: General Counsel

Plaintiffs' Counsel

Dated: October __, 2011

By: _____

Settling Defendants' Counsel

Dated: October __, 2011

By: _____

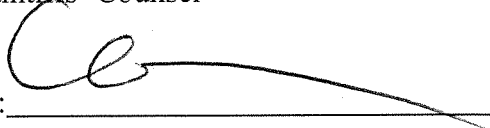
RESIDENTIAL FUNDING COMPANY, LLC,
individually and as attorney-in-fact for GMAC
MORTGAGE, LLC

Dated: October __, 2011

By: _____
Title: _____

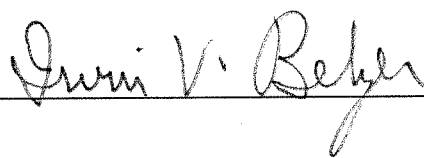
Plaintiffs' Counsel

Dated: October __, 2011

By:  _____

Settling Defendants' Counsel

Dated: ~~October~~ ^{Nov.} 9, 2011

By:  _____

EXHIBITS AND SCHEDULES

Schedule A-1 – Proposed Distribution Schedules of Net Distributable Settlement Fund/RFC Settlement Class Member Payments for RFC-Related Loans in *Thomas*

Schedule A-2 – Proposed Distribution Schedules of Net Distributable Settlement Fund/RFC Settlement Class Member Payments for RFC-Related Loans in *Mayo*

Exhibit A – Class Mail Notice

Exhibit B – Preliminary Approval Order

Exhibit C – Final Approval Order

Exhibit D – Final Judgment

Exhibit E – RFC Settlement Class List

Exhibit F – List of 4 other cases

Exhibit G – List of RFC affiliates

SCHEDULE A-1
to Settlement Agreement dated October 1, 2011

ORIGINAL SCHEDULE FILED UNDER SEAL

SCHEDULE A-2
to Settlement Agreement dated October 1, 2011

ORIGINAL SCHEDULE FILED UNDER SEAL

Exhibit A

EXHIBIT A: PROPOSED CLASS MAIL NOTICE

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND OF SETTLEMENT HEARING**

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

THIS NOTICE AND ANNOUNCEMENT APPLIES TO YOU BECAUSE YOU ARE AMONG A CLASS OF PERSONS WHO OBTAINED A "SECOND MORTGAGE LOAN" AS DEFINED UNDER MISSOURI LAW THAT WAS SECURED BY A MORTGAGE OR DEED OF TRUST ON RESIDENTIAL REAL PROPERTY LOCATED IN THE STATE OF MISSOURI, AND THAT WAS PURCHASED BY, ASSIGNED TO, SERVICED BY OR MASTER SERVICED BY RESIDENTIAL FUNDING COMPANY, LLC (FORMERLY RESIDENTIAL FUNDING CORPORATION) OR GMAC MORTGAGE, LLC (FORMERLY GMAC MORTGAGE CORPORATION) (REFERRED TO AS THE "RFC RELATED LOANS").

YOU MAY BE ENTITLED TO RECEIVE A SUBSTANTIAL PAYMENT IN CONNECTION WITH THE SETTLEMENT. CLASS MEMBERS WHO OBTAINED A LOAN FROM FIRSTPLUS BANK AND WHO DO NOT EXCLUDE THEMSELVES FROM THE SETTLEMENT WILL RECEIVE A PAYMENT RANGING FROM AN ESTIMATED \$5,613.69 TO \$89,522.61 (\$32,834.67 ON AVERAGE). CLASS MEMBERS WHO OBTAINED A LOAN THAT WAS ACQUIRED BY UBS REAL ESTATE SECURITIES, INC. AND WHO DO NOT EXCLUDE THEMSELVES FROM THE SETTLEMENT WILL RECEIVE A PAYMENT RANGING FROM \$250.00 TO AN ESTIMATED \$23,457.09 (\$2,229.36 ON AVERAGE).

CLASS MEMBERS CAN REVIEW WHAT PLAINTIFFS' COUNSEL CURRENTLY ESTIMATES THE AMOUNT OF THEIR PARTICULAR "RFC SETTLEMENT CLASS MEMBER PAYMENT" TO BE BY VISITING THE WEBSITE OF PLAINTIFFS' COUNSEL, www.wbsvlaw.com, AND CLICKING ON THE LINK LABELED "SHOKERE RFC SETTLEMENT."

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

1. WHY SHOULD I READ THIS NOTICE?

This Notice has been mailed to you because the parties' records show that you obtained a second mortgage loan that was either originally made by FirstPlus Bank (formerly Citizens Thrift & Loan Association) or made by some other loan originator, which sold and assigned the loan to UBS Real Estate Securities, Inc. ("UBS"). In both instances, the loans were thereafter purchased by, assigned to, serviced by, or master serviced by Residential Funding Company, LLC (formerly, Residential Funding Corporation) ("RFC"), or GMAC Mortgage, LLC (formerly, GMAC Mortgage Corporation) ("GMAC").

Your second mortgage loan is currently the subject of the class action lawsuit filed in the Circuit Court of Jackson County, Missouri styled "Shokere v. Residential Funding Company, LLC, Case No. _____" (the "Litigation") and one of two earlier-filed class action lawsuits currently pending before the United States District Court for the Western District of Missouri, captioned *Deanthony Thomas, et al., v. U.S. Bank National Association, N.D.*, Case No. 5:11-cv-06013-SOW, and *Michael D. Mayo v. GMAC Mortgage, LLC, et al.*, Case No. 4:08-CV-00568-W-DGK (the "Missouri Cases").

You (and any co-borrower(s) on your second mortgage loan) may be eligible to receive money from a proposed settlement (the "Settlement") executed on October __, 2011 by Joyce W. and Luke Shokere and Michael D. Mayo, as named plaintiffs in the Litigation, and RFC, individually and as attorney-in-fact for GMAC, which have been sued as an assignee, owner, holder, servicer or master servicer of the RFC Related Loans. Please share this Notice with any co-borrower(s) on your loan(s).

This Notice generally describes the Litigation, your rights under the proposed Settlement, which has been preliminarily approved by the Circuit Court of Jackson County, Missouri (the "Court"), and the public "Fairness Hearing" that will be held by the Court to consider the fairness of the proposed Settlement.

2. WHAT IS THE LITIGATION ABOUT?

The Litigation was filed on October __, 2011 in the Circuit Court of Jackson County, Missouri at Independence. Plaintiffs Joyce W. and Luke Shokere and Michael D. Mayo ("Plaintiffs") filed the Litigation on their own behalf, and on behalf of a proposed class of Missouri borrowers who, like Plaintiffs, obtained a junior or "second" mortgage loan secured by their Missouri home that was either: (1) made by FirstPlus Bank on or after May 16, 1994 and thereafter purchased, assigned, serviced or master serviced by RFC; or (2) purchased by or assigned to UBS, and either closed on or after June 20, 2002, or was a loan for which interest was paid on or after June 20, 2002, and was thereafter purchased, assigned, serviced or master serviced by RFC or GMAC. These particular second mortgage loans are called the "RFC Related Loans" and they are the loans covered by the Settlement. Plaintiffs and RFC believe that you obtained an RFC Related Loan.

Plaintiffs filed the Litigation in order to consolidate and expeditiously and efficiently resolve more than 100 individual but similar claims that are among the thousands of unresolved claims at

issue in the Missouri Cases. Neither of the Missouri Cases has yet been certified as a class action.

Plaintiffs allege in the Litigation that the RFC Related Loans violated Missouri law, specifically the Missouri Second Mortgage Loans Act, §§ 408.231-408.241 RSMo. The alleged Missouri state law violations stem from the fact that FirstPlus Bank and the other lenders that made the loans directly or indirectly charged, contracted for or received a number of loan fees in connection with the loans in violation of § 408.233.1 RSMo. Plaintiffs also allege that each of the illegal loans was sold and assigned to (a) RFC or GMAC, (b) UBS or some other entity that sold and assigned the loan to RFC or GMAC, or (c) one or more other entities for which RFC or GMAC “serviced” or “master serviced” the loan. Plaintiffs assert that, as the purchasers or assignees of the RFC Related Loans, RFC and GMAC are derivatively liable for the originating lender’s Missouri law violations. In addition, Plaintiffs assert that RFC and GMAC, themselves, violated the Missouri Second Mortgage Loans Act by directly or indirectly charging, contracting for, collecting or receiving the illegal loan fees, as well as interest, on the RFC Related Loans. Plaintiffs contend that, because the loans violated the Missouri Second Mortgage Loans Act, Plaintiffs, and all other Missouri borrowers like them, are entitled to recover the illegal fees and all of the interest paid (or to be paid) on the loans, together with “prejudgment” interest on the illegal fee and interest paid amounts, plus punitive damages, reasonable attorney’s fees and equitable relief as determined by the Court.

RFC and GMAC deny that all of the alleged settlement charges assessed in connection with the RFC Related Loans violated the Missouri Second Mortgage Loan Act. RFC and GMAC further deny that they are derivatively liable for any violations of the law. RFC and GMAC also deny that they directly or indirectly charged, contracted for or received any settlement charges or loan fees in violation of the Missouri Second Mortgage Loans Act and also deny that there is liability under the Act for interest on the loans.

Plaintiffs, as members and representatives of the proposed RFC Settlement Class whose Missouri Second Mortgage Loans were purchased by, assigned to, serviced by or master serviced by RFC or GMAC, and RFC, individually and as the attorney-in-fact for GMAC, as the assignee(s), owner(s), holder(s), servicer(s) or master servicer(s) of the RFC Related Loans (collectively, the “Settling Defendants”), have now agreed to settle and resolve the Litigation as between and among them pursuant to the terms and conditions that are summarized in this Notice. The complete details of the proposed Settlement are contained in a “Settlement and Release Agreement” filed with the Court (the “Agreement”).

On October __, 2011, the Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate. The Court will conduct a “fairness hearing” **on December __, 2011** to consider, among other things, whether the Settlement should be finally approved. The proposed Settlement will become effective only if it is finally approved by the Court, provided all other terms and conditions of the Settlement are met.

3. WHO IS COVERED BY THE PROPOSED SETTLEMENT?

According to the parties' records, you are a member of the "RFC Settlement Class" and will be covered by the Settlement. The Settlement Class includes all persons who obtained a "Second Mortgage Loan," as defined in Mo.Rev.Stat. § 408.231.1, that was secured by a mortgage or deed of trust on residential real property located in the state of Missouri, and that:

- (1) was made by FirstPlus Bank (formerly Citizens Thrift and Loan Association) on or after May 16, 1994 and was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation); or
- (2) was purchased by or assigned to UBS Real Estate Securities, Inc. and either closed on or after June 20, 2002, or was a loan for which interest was paid on or after June 20, 2002, and which was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation) or GMAC Mortgage, LLC (formerly GMAC Mortgage Corporation).

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 6 of this Notice, or by visiting the website of Plaintiffs' Counsel, www.wbsvlaw.com, and clicking on the link labeled "Shokere RFC Settlement."

- A. The Settling Defendants have agreed to pay the following amount in settlement of the "Released Claims": (1) \$2,194,212.12 to the members of the RFC Settlement Class who obtained their loans from FirstPlus Bank; and (2) \$266,633.79 to the members of the RFC Settlement Class whose loans were originated by a lender other than FirstPlus Bank and were initially sold to UBS. The "Settlement Fund" is \$2,460,845.91, or the sum of these two amounts.
- B. If the Court approves the proposed Settlement, the members of the RFC Settlement Class who obtained their loans from FirstPlus Bank, and who do not exclude themselves from the Settlement, will receive a settlement payment ranging from an estimated \$5,613.69 to \$89,522.61 (\$32,834.67 on average). The amount of each such payment (defined as an "RFC Settlement Class Member Payment") represents a pro rata share of the "Net Distributable Settlement Fund" (defined below) and is determined per loan based on the following: (a) the allegedly illegal loan fees charged, contracted for or received in connection with the loan; (b) the interest paid on the loan; and (c) prejudgment interest on those amounts.
- C. If the Court approves the proposed Settlement, the members of the RFC Settlement Class whose loans were originated by a lender other than FirstPlus Bank and were initially sold to

UBS, and who do not exclude themselves from the Settlement, will receive a settlement payment ranging from \$250.00 to an estimated \$23,457.09 (\$2,229.36 on average). The amount of each such payment (defined as an "RFC Settlement Class Member Payment") represents a pro rata share of the "Net Distributable Settlement Fund" (defined below) and is determined per loan as the greater of \$250.00 or one-third of the following amounts: (a) the allegedly illegal loan fees charged, contracted for or received in connection with the loan; (b) the interest paid on the loan; and (c) prejudgment interest on those amounts. See Section 9 below ("What are the Reasons for Settlement?") for more details concerning why the amounts being paid to these Class Members have been discounted as a part of the Settlement.

- D. The "Net Distributable Settlement Fund" will be a percentage of the "Net Settlement Fund," which is determined by deducting the following amounts from the \$2,460,845.91 "Settlement Fund": (a) the amount of any incentive awards made to Plaintiffs by the Court; and (b) the amount of any litigation expenses and/or court costs awarded to Plaintiffs' Counsel by the Court. The portion of the "Net Distributable Settlement Fund" to be made available to the members of the RFC Settlement Class who obtained their loans from FirstPlus Bank is estimated to be \$1,313,386.94 or 60% of the Net Settlement Fund attributable to those loans. Plaintiffs and Plaintiffs' Counsel will ask the Court to award the remaining \$875,591.29 or 40% of the Net Settlement Fund attributable to the FirstPlus loans as an attorney's fee award to Plaintiffs' Counsel for their services and work with respect to the separate Settlement with RFC, the Litigation and the Missouri Cases. The portion of the "Net Distributable Settlement Fund" to be made available to the members of the RFC Settlement Class whose loans were initially sold to UBS is estimated to be \$156,055.38 or 60% of the Net Settlement Fund attributable to those loans. Plaintiffs and Plaintiffs' Counsel will ask the Court to award the remaining \$104,036.92 or 40% of the Net Settlement Fund attributable to the UBS loans as an attorney's fee award to Plaintiffs' Counsel for their services and work with respect to the separate Settlement with RFC, the Litigation and the Missouri Cases. The amount of the incentive, expense and attorney's fees awards that Plaintiffs and Plaintiffs' Counsel will ask the Court to approve are explained in Section 10 of this Notice.
- E. RFC Settlement Class Members can review what Plaintiffs' Counsel currently estimates the amount of their individual RFC Settlement Class Member Payment to be by visiting the website of Plaintiffs' Counsel, www.wbsvlaw.com, and clicking on the link "Shokere RFC Settlement."
- F. If the Court approves the Settlement and it becomes effective in accordance with the terms of the Agreement, the members of the RFC Settlement Class who do not exclude themselves from the Settlement will receive their RFC Settlement Class Member Payment for the loan by check. The check will be mailed by first-class mail, postage prepaid, to the RFC Settlement Class Members, or to the bankruptcy trustee for those RFC Settlement Class Members who filed a Chapter 7 bankruptcy after obtaining their loan. The check will be mailed by Plaintiffs' Counsel and will not come from RFC directly. **Joint borrowers, such as a husband and wife, will receive a single payment per loan, even if they are separated or divorced. Any RFC 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 RFC Settlement Class Member's co-borrowers. RFC Settlement Class Members will also be responsible for paying any taxes due on any RFC Settlement Class Member Payment received. RFC 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.

- G. The proposed Settlement will become effective only if approved by the Court and all other terms and conditions as to effectiveness as stated in the Agreement are met. If the proposed Settlement is approved and becomes effective, the Court will enter a judgment that releases and discharges RFC and certain other persons, including the other Settling Defendants, as of the Effective Date from certain claims that were or could have been asserted against them in the Litigation. 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 RFC Settlement Class and will participate in the Settlement and will receive the estimated RFC Settlement Class Member Payments as stated above. **If you filed for Chapter 7 bankruptcy protection after you obtained your loan, you are still a member of the RFC Settlement Class, but the Settlement Payment will be made payable to you and/or your Chapter 7 bankruptcy trustee, 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.

Consequently, if you wish to receive your RFC Settlement Class Member Payment as described in Section 4 of this Notice, **DO NOTHING.**

If you do wish to exclude yourself from the Settlement, you must send a request for exclusion by first-class mail, postage prepaid, to Plaintiffs' Counsel and Settling Defendants' Counsel (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 Settling Defendants' Counsel at the addresses below on or before **November __, 2011**. The request for exclusion 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 exclusion 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 "Shokere v. Residential Funding Company, LLC, Case No. _____." The request for exclusion 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 request for exclusion may be made on behalf of a group of RFC Settlement Class members. Nor may any member(s) of the RFC Settlement Class opt out or exclude themselves from the RFC Settlement Class by having an agent or attorney sign and submit an exclusion request form on their behalf. A request for exclusion form must be signed personally by you and any other borrower(s) named on the promissory note for your loan. Your request for exclusion must be timely **received** to be effective.

If you exclude yourself from the Settlement, you will not be bound by any Final Order and Judgment entered in the case with respect to the RFC Settlement Class. You will be free to continue pursuing whatever legal rights you may have against RFC and the other Settling Defendants in the Litigation.

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 _____ of the Circuit Court of Jackson County, Missouri (Division --) on **December __, 2011** at _____.m., in 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 Plaintiffs are adequate representatives of the proposed RFC Settlement Class; (c) whether Plaintiffs' Counsel is entitled to attorney's fees and expenses and, if so, how much; (d) whether Plaintiffs should be entitled to a payment for their services as class representatives and, if so, how much; and (e) whether the Final Order and Judgment should be entered dismissing the Litigation with prejudice on the merits as to the Settling Defendants.

The Court has the power to adjourn or reschedule the Fairness Hearing from time to time without further notice of any kind.

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 RFC Settlement Class who has not filed a timely written Request for Exclusion has the right to object to the proposed Settlement. If you want to object, you must file a written objection with the Clerk of Court, Jackson County Courthouse, 308 W. Kansas, Independence, Missouri 64050, no later than **November __, 2011**. All persons wishing to object must also send a copy of their written objection to Plaintiffs' Counsel and Settling Defendant's Counsel (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 “Shokere v. Residential Funding Company, LLC, Case No. _____”; (h) a statement of whether you intend to appear at the Fairness Hearing in person or through an attorney; and (i) if you are represented by an attorney, a detailed description of the legal authorities supporting each of your objections.

Any member of the RFC Settlement Class who has not filed a timely written request for exclusion has the right to appear and/or enter an appearance at the Fairness Hearing. Attendance at the final hearing is not necessary. If you do wish to appear at the Hearing, you or your attorney must: (a) file a Notice of Appearance with the Clerk of Court no later than **November __, 2011**; and (b) serve the Notice of Appearance on Plaintiffs’ Counsel and Settling Defendants’ Counsel. Any subjects to be raised at the Fairness Hearing must be contained in a written objection filed with the Court in the manner set out above. If you wish to call witnesses or present other evidence at the Fairness Hearing, you must identify the witnesses in your written objection. You must also attach any documents to your objection and describe any other evidence you intend to present at the Hearing.

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

Plaintiffs’ Counsel

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

Settling Defendants’ Counsel

Irvin V. Belzer
Bryan Cave, LLP
One Kansas City Pl., 1200 Main St.,
Ste. 3500
Kansas City, MO 64105-2100

Any member of the RFC Settlement Class who has not filed a timely written request for exclusion may also request to intervene in the Litigation, in person or through an attorney retained at the RFC Settlement Class Member’s own expense. A request or motion to intervene must be in writing and reference “Shokere v. Residential Funding Company, LLC, Case No. _____” 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 **October __, 2011**. Any persons wishing to intervene must also send a copy of their written request to intervene to Plaintiffs’ Counsel and Defendants’ Counsel at the addresses above.

Any member of the RFC 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 proposed Settlement.

8. WHO REPRESENTS THE RFC SETTLEMENT CLASS?

The RFC Settlement Class is represented by Plaintiffs’ Counsel: R. Frederick Walters, Kip D. Richards, David M. Skeens, J. Michael Vaughan, and Garrett M. Hodes of the law firm Walters Bender Strohbehn & 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 if in the KC Metro Area) or by visiting the website of Plaintiffs' Counsel, www.wbsvlaw.com and clicking on the link "Shokere RFC Settlement."

9. WHAT ARE THE REASONS FOR SETTLEMENT?

Plaintiffs and the Settling Defendants have agreed to the Settlement after considering, among other things: (i) the substantial benefits available to the RFC Settlement Class under the terms of the Agreement; (ii) the attendant risks and uncertainty of litigation, especially in complex litigation such as this, as well as the difficulties and considerable delays inherent in such litigation; (iii) the likelihood that the payments to be made pursuant to the Settlement to Plaintiffs Joyce W. and Luke Shokere and the members of the RFC Settlement Class whose loans were made by FirstPlus Bank may be the only amounts available for recovery on these loans; (iv) the likelihood that Plaintiff Mayo and the members of the RFC Settlement Class whose loans were purchased by UBS will be able to recover damages in addition to the amounts being paid pursuant to the Settlement; (v) the possibility and risk of beneficial or adverse future rulings; (vi) the vigorousness of the defenses asserted by the Settling Defendants; and (vii) the desirability of consummating the Settlement promptly to provide effective relief to the RFC Settlement Class. The difference in the settlement amounts being paid to the Class Members reflects the perceived relative merits, risks and available recoveries associated with the loans at the time of the Settlement.

The Court has not ruled on the merits of the claims or defenses in this case, and the Settling Defendants have denied and continue to deny each and every claim asserted against them. They deny and continue to deny all charges of wrongdoing or liability against it arising out of or relating to any of the conduct, statements, acts, or omissions alleged, or that could have been alleged in the Litigation. Nonetheless, the Settling Defendants have concluded that further litigation and a trial of the claims would be protracted, burdensome, and expensive, and that it is desirable that the Litigation be fully and finally settled as against them in the manner and on the terms and conditions set forth in the Agreement.

10. WILL PLAINTIFFS OR PLAINTIFFS' COUNSEL RECEIVE COMPENSATION?

Yes. Plaintiffs, as representatives of the RFC Settlement Class, will make applications to the Court for approval of what is called an "incentive award." Such awards are used and made in class action lawsuits to provide an "incentive" to individuals like Michael Mayo and Mrs. and Mr. Shokere 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. Plaintiffs Joyce and Luke Shokere will ask the Court to approve and make an incentive award to them of up to \$500.00 for their time and efforts in the Litigation and *Thomas* case. Plaintiff Michael Mayo will ask the Court to approve and make a partial incentive award to him of up to \$3,000.00 for his time, services and expenses in the Litigation and in the *Mayo* case (being interviewed and deposed, reviewing documents, meeting and conferring with class counsel, etc.) The Settling Defendants will not object to Plaintiffs' applications, but the Court must still determine and approve the amount of any incentive award to be made as

“reasonable.” Any incentive award made to 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 RFC Settlement Class Members as “RFC Settlement Class Member Payments” as described in Section 4 above.

Plaintiffs’ Counsel has prosecuted this litigation against the Settling Defendants on a contingency fee basis and has incurred or advanced all of the costs associated with Plaintiffs’ claims against the Settling Defendants in both the Litigation and the Missouri Cases. Plaintiffs’ Counsel has not yet been paid for the work attributable to the claims against the Settling Defendants or received reimbursement for the expenses incurred or advanced on behalf of Plaintiffs and the RFC 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.

Based on these and other factors, and as a part of the Settlement, Plaintiffs’ Counsel and/or Plaintiffs will request the Court to approve an award of attorney’s fees and litigation expenses not to exceed the following amounts: (a) \$4,733.88 for an allocated share of the more than \$359,183.27 of total litigation expenses and court costs that Plaintiffs’ Counsel has incurred and advanced in connection with the claims involving the FirstPlus loans as of February 28, 2011; (b) \$3,541.48 for an allocated share of the more than \$21,906.59 of total litigation expenses and court costs that Plaintiffs’ Counsel has incurred and advanced in connection with the UBS loans as of February 28, 2011; (c) 40% of the “Net Settlement Fund” attributable to the First Plus loans as explained in Section 4.D of this Notice; and (d) 40% of the “Net Settlement Fund” attributable to the UBS loans as explained in Section 4.D of this Notice. The amounts of any such expense and attorney’s fees awards made to Plaintiffs’ Counsel will be deducted and paid from the Settlement Fund and Net Settlement Fund, respectively, before the RFC Settlement Class Member Payments are distributed to the RFC Settlement Class Members as described in Section 4 above.

The Settling Defendants will not object to the above application for expenses and attorney’s fees by Plaintiffs’ Counsel, but the Court must also determine and approve the amount of any expense and attorney’s fee awards as “reasonable.”

If the Court approves and makes the expense and attorney’s fees awards as proposed, the RFC Settlement Class Members who obtained their loans from FirstPlus Bank, absent any exclusions from the Settlement, will receive \$1,313,386.94 or 60% of the Net Settlement Fund attributable to the those loans and Plaintiffs’ Counsel will receive the remaining \$875,591.29 (or 40%) of the Net Settlement Fund. Under this proposal, the amount of the Net Settlement Fund to be paid to the RFC Settlement Class Members who obtained their loans from FirstPlus Bank will compensate those Class Members for: (1) all (100%) of the allegedly illegal loan fees sought from RFC for the RFC Related Loans; (2) all (100%) of the interest that the Class Members paid

(or have yet to pay) on the RFC Related Loans; and (3) prejudgment interest on the loan fee and interest paid amounts at the legal rate of 9% per year, calculated from the date of the Notes and interest payment dates over the past 10 or more years.

If the Court approves and makes the expense and attorney's fees awards as proposed, the RFC Settlement Class Members whose loans were originated by a lender other than FirstPlus Bank and were sold to UBS, and absent any exclusions from the Settlement, will receive \$156,055.38 or 60% of the Net Settlement Fund attributable to the those loans and Plaintiffs' Counsel will receive the remaining \$104,036.92 (or 40%) of the Net Settlement Fund. Under this proposal, the amount of the Net Settlement Fund to be paid to the RFC Settlement Class Members whose loans were sold to UBS will compensate those Class Members for the greater of \$250.00 or one-third of the allegedly illegal loan fees and interest amounts sought from RFC and GMAC for the RFC Related Loans, plus prejudgment interest on the loan fee and interest paid amounts at the legal rate of 9% per year calculated from the date of the Notes and interest payment dates over the past 10 or more years. See Section 9 above ("What are the Reasons for Settlement?") for more details concerning why the amounts being paid to these Class Members have been discounted per the Settlement with RFC.

The range and average of the Settlement Payments described above and in Section 4 of this Notice have been estimated with the expectation that the Court will approve as reasonable the applications for the above stated incentive, expense and attorney's fees awards given, among other things, Plaintiffs' service and work in each of the Missouri Cases and the Litigation, the complexity of the cases, the nature and extent of the legal work provided by Plaintiffs' Counsel since 2000, and the extraordinary results obtained for the RFC Settlement Class. If the Court approves an incentive award or an award of expenses or attorney's fees in an amount less than that applied for, the difference shall 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 RFC Settlement Class who did not timely request exclusion from the RFC 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, also as defined in the Agreement, as of the Effective Date.

The Releases mean that you cannot bring any lawsuit against RFC or any of the other Released Persons identified in the Agreement for any reason whatsoever relating to the "Released Claims," which are also defined in the Agreement; but you will of course be able to enforce your rights under the Agreement, if necessary. If you are currently litigating any claims against RFC or any other Released Person in any other lawsuit or proceeding, 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 RFC Settlement Class in this case. If you are currently litigating any such claims, you should consult with an attorney concerning your rights immediately.

You should also note that the Settlement with the Settling Defendants does not cover or discharge the claims that you may have against any person, association or entity, other than the Settling Defendants and other "Released Persons." As provided in the Agreement, neither the dismissal of the Litigation nor the dismissal of the Missouri Cases as against the Settling Defendants shall in any way bar, preclude or otherwise operate as a dismissal, release, discharge or other adjudication of the claims of Plaintiffs or the RFC Settlement Class Members against any person, association or entity other than the Settling Defendants and other "Released Persons" including, without limitation, the claims asserted in the Missouri Cases pursuant to the Missouri Second Mortgage Loans Act, §§ 408.231-408.241 RSMo against the assignees and servicers of the Missouri Second Mortgage Loans other than the Settling Defendants and "Released Persons."

The term "Releasers" is defined in the Agreement at paragraph 2.18 as:

"Releasers means the Named Plaintiffs and all "RFC Settlement Class Members," and each of their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them. The Releasers shall not include any of the following: (a) any members of the RFC Settlement Class who opt out of the Settlement in accordance with Paragraph 10 below; (b) any person(s) whom RFC fails to identify as a member of the RFC Settlement Class on Exhibit E; and (c) the Non-RFC Plaintiff Borrowers. It is understood that the releases to be given by the Named Plaintiffs and other Releasers shall only release the "Released Persons" from the "Released Claims," and nothing more, as provided herein."

The term "Released Persons" is defined in the Agreement at paragraph 2.19 as:

"Released Persons shall mean the Settling Defendants, individually and together with the RFC affiliates, parent companies and subsidiaries listed on Exhibit G, Wilmington Trust Company, but solely in its capacity as an assignee, holder, trustee, servicer or master servicer of the RFC Related Loans, and JP Morgan Chase Bank, NA, individually and formerly and as successor to Banc One, NA, Chase Manhattan Bank and others, but solely in its capacity as assignee, holder, trustee, servicer or master servicer of the RFC Related Loans, and each of their past and present officers, directors, shareholders, employees, attorneys (including any consultants hired by counsel), accountants, insurers, heirs, executors, and administrators, and each of their respective predecessors, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the term "Released Persons" does not include any of the following: (a) Wilmington Trust Company in its capacity as an assignee, holder, trustee, servicer and/or master servicer of loans other than the RFC Related Loans; (b) JP Morgan Chase Bank, NA, individually and/or formerly and/or as successor to Banc One, NA, Chase Manhattan Bank and others, in its capacity as an assignee, holder, trustee, servicer and/or master servicer of loans other than RFC Related Loans; (c) the "U.S. Bank Defendants," UBS Real Estate Securities, Inc. ("UBS"), Deutsche Bank National Trust Company, MASTR Specialized Loan Trust 2007-01, or any other current and/or former defendant named in the Missouri Cases (other than RFC and GMAC Mortgage, LLC; (d) any person, association or entity who is not a "Released Person," including, but not limited to, FirstPlus Bank, Option One Mortgage Corporation

or any other lender, mortgage banker, mortgage broker and/or loan originator that solicited or made any of the Missouri second mortgage loans that UBS or the Settling Defendants acquired or serviced; (e) any person, association or entity to whom any of the RFC Related Loans were sold, assigned, transferred and/or conveyed prior to the sale, assignment, transference or conveyance to RFC; (f) any person, association or entity, who is not a Released Person, that serviced any of the RFC Related Loans; (g) any person, association or entity to whom any of the loans made to any Non-RFC Plaintiff Borrower were sold, assigned or otherwise transferred or conveyed; or (h) any person, association or entity that serviced any of the loans of any of the Non-RFC Plaintiff Borrowers.”

The term “Released Claims” is defined in the Agreement at paragraph 2.20 as:

“Released Claims means any and all claims, demands, actions, causes of action, rights, offsets, setoffs, suits, damages, lawsuits, liens, costs, surcharges, losses, attorney’s fees, expenses or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential or punitive damages, as well as any and all claims for treble damages, penalties, 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 RFC Related Loans and which any of the Releasors 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 RFC Settlement Class Members’ RFC Related Loans; (2) any activities of the Released Persons with respect to the RFC Related Loans including, without limitation, any alleged representations, misrepresentations, disclosures, incorrect disclosures, failures to disclose, acts (legal or illegal), omissions, failures to act, deceptions, acts of unconscionability, unfair business practices, breaches of contract, usury, unfulfilled promises, breaches of warranty or fiduciary duty, conspiracy, excessive fees collected, or violations of any consumer protection statute, any state unfair trade practice statute, or any other body of case, statutory or common law or regulation, federal or state, including but not limited to the Missouri Second Mortgage Loans Act, Mo.Rev.Stat. § 408.231, *et seq.*, or any other similar state statute; the Truth in Lending Act, 15 U.S.C. § 1601, *et seq.*, and its implementing regulations, 12 C.F.R. part 226; the Home Ownership and Equity Protection Act, 15 U.S.C. § 1639, *et seq.*, and its implementing regulation, 12 C.F.R. part 226.31-32; the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601, and its implementing regulation, 24 C.F.R. part 3500; the Equal Credit Opportunity Act, 15 U.S.C. § 1691, *et seq.*, and its implementing regulation, 12 C.F.R. part 202; the Home Mortgage Disclosure Act, 12 U.S.C. § 2801, *et seq.*, and its implementing regulation, 12 C.F.R. part 203; the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*; the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*; the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, *et seq.*; and the Federal Trade Commission Act, 15 U.S.C. §§ 45, *et seq.*; and/or (3) any conduct undertaken by any of the Released Persons to defend the Missouri Cases or the Litigation, including but not limited

to, any alleged improper discovery conduct and/or any request for sanctions. It is the intention of the Releasers to provide a general release of the Released Claims against the Released Persons; provided, however, that anything in this Agreement to the contrary notwithstanding, the term Released Claims does not include: (1) the claims of the Named Plaintiffs or any other Releaser, whether or not currently asserted in the Missouri Cases or Litigation, against the U.S. Bank Defendants, UBS Real Estate Securities ("UBS"), Deutsche Bank National Trust Company, MASTR Specialized Loan Trust 2007-01, or any other person, association or entity, other than the Released Persons, in connection with the Named Plaintiffs' and other Releasers' RFC Related Loans, notwithstanding the fact that the Named Plaintiffs' and other Releasers' RFC Related Loans, in whole or in part, were purchased, acquired, held, serviced or master serviced by the Settling Defendants; (2) any and all other claims of any kind or type by the Named Plaintiffs or any other Releaser against any person, association or entity that is not a Released Person, whether such claims arise out of or relate to a Missouri Second Mortgage Loan, including any RFC Related Loans, and/or some other conduct, transaction, loan or occurrence; (3) any claims of any kind or type by the Named Plaintiffs or any other Releaser against any person, association or entity in connection with any loan and/or loan transaction other than an RFC Related Loan, notwithstanding the fact that the loan, in whole or in part, was purchased by, assigned to, acquired, serviced, or master serviced by RFC and/or any of the other Released Persons; and/or (4) any claims of whatever kind or type by any Non-RFC Plaintiff Borrower and any other person not a Releaser with respect to any Missouri Second Mortgage Loan."

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 as being 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 Plaintiffs will dismiss the Litigation without prejudice and will proceed with their claims against RFC, the Settling Defendants and the other Defendants in the Missouri Cases. In that event, no payments will be made under the terms of the Agreement; however, RFC and the other Settling Defendants and 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 "Shokere RFC Settlement."

14. WHAT ARE THE RELEVANT DATES?

If you wish to request exclusion from the RFC Settlement Class or appear at the Fairness Hearing, these are the relevant dates:

- **Deadline for mailing a request for exclusion (must be received by): November __, 2011**
- **Deadline for filing and serving a notice of appearance, a motion to intervene or any written objection (must be received by the court by): November __, 2011**
- **Date and time of Fairness Hearing: December __, 2011 at _____ .m.**

This Notice provides only a summary of matters about the Litigation. 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: _____

Exhibit B

EXHIBIT B: PROPOSED PRELIMINARY APPROVAL ORDER

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

JOYCE W. AND LUKE SHOKERE
AND MICHAEL D. MAYO,

Plaintiffs,

vs.

RESIDENTIAL FUNDING COMPANY, LLC
AND GMAC MORTGAGE, LLC,

Defendants.

Case No. _____

Division _

**ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

WHEREAS, Joyce W. and Luke Shokere and Michael D. Mayo (the “Named Plaintiffs”) commenced the above-captioned civil action (the “Litigation”) against Residential Funding Company, LLC (f/k/a Residential Funding Corporation) (“RFC”), and GMAC Mortgage, LLC (“GMAC”), as the assignee(s), owner(s), holder(s), trustee(s), servicer(s) or master servicer(s) of the “RFC Related Loans,” as herein defined; and

WHEREAS, the Named Plaintiffs are asserting claims against RFC and GMAC (the “Settling Defendants”) in the Litigation based on certain loan fees and interest payments that the Named Plaintiffs allege the Settling Defendants directly or indirectly charged, contracted for or received in connection with approximately 110 Missouri Second Mortgage Loans (the “RFC Related Loans”) in violation of the Missouri Second Mortgage Loans Act (“MSMLA”), §§ 408.231-408.241 RSMo (the “Claims”); and

WHEREAS, the Named Plaintiffs are asserting the Claims in the Litigation for themselves and for a class of consumer borrowers similarly situated (the “RFC Settlement

Class”); and

WHEREAS, the Named Plaintiffs are also plaintiffs and potential members of an uncertified putative class of Missouri second mortgage borrowers in: (1) *DeAnthony Thomas v. U.S. Bank National Association, N.D.*, Case No. 5:11-cv-06013-SOW; and (2) *Michael D. [and Sharron Mayo] v. GMAC Mortgage, LLC, et al.*, Case No. 4:08-cv-00568-W-DGK (the “Missouri Cases”); and

WHEREAS, the Settling Defendants, and each of them, are defendants in one or both of the Missouri Cases; and

WHEREAS, the Named Plaintiffs, respectively, are directly or through a proposed representative asserting the Claims against the Settling Defendants in the Missouri Cases, together with other similar MSMLA claims that the Named Plaintiffs and other plaintiff-borrowers in the Missouri Cases are asserting against the assignees and servicers of certain second mortgage loans secured by a mortgage or a deed of trust on residential real property located in the state of Missouri, which were either: (a) made by FirstPlus Bank (f/k/a Citizens Thrift and Loan Association) on or after May 16, 1994; or (b) purchased by or assigned to UBS Real Estate Securities, Inc., and which closed, or was a loan for which any interest was paid, on or after June 20, 2002 (the “Missouri Second Mortgage Loans”); and

WHEREAS, the Named Plaintiffs and RFC, on its own behalf and as attorney-in-fact for GMAC Mortgage, LLC, as the assignee(s), owner(s), holder(s), servicer(s) or master servicer(s) of the “RFC Related Loans,” have entered into a “Settlement Agreement and Release” dated October __, 2011 (the “Agreement”), which memorializes a negotiated and agreed-upon settlement of the Litigation and Claims as between the Named Plaintiffs and the proposed RFC Settlement Class, on one hand, and the Settling Defendants, on the other hand, subject to the

approval of the Court (“the Settlement”); and

WHEREAS, the Named Plaintiffs, with the agreement and consent of the Settling Defendants, have commenced the Litigation against the Settling Defendants in order to efficiently resolve the Claims against the Settling Defendants by consolidating the Claims in a single forum; and

WHEREAS, the Named Plaintiffs have filed a *Motion for Preliminary Approval of Class Action Settlement* with the Court.

NOW THEREFORE, upon careful consideration of the *Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement*, and after reviewing the Agreement, and for good cause shown,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The terms of the Agreement, and the Settlement as memorialized therein, are approved preliminarily as fair, reasonable and adequate to the RFC Settlement Class as defined in the Agreement, subject to further consideration at the Fairness Hearing described in Paragraph 14 below.
2. The definitions set forth in the Agreement are hereby 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 Litigation and Claims as between and among the Named Plaintiffs, the proposed RFC Settlement Class, and the Settling Defendants, subject to approval of the Court.
4. Accordingly, 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 “RFC Settlement Class”):

All persons who obtained a “Second Mortgage Loan,” as defined in Mo.Rev.Stat. § 408.231.1, that was secured by a mortgage or a deed of trust on residential real property located in the state of Missouri, and that:

- (1) was made by FirstPlus Bank (f/k/a Citizens Thrift and Loan Association) on or after May 16, 1994 and was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation); or
- (2) was purchased by or assigned to UBS Real Estate Securities, Inc. and either closed on or after June 20, 2002, or was a loan for which interest was paid on or after June 20, 2002, and which was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation) or GMAC Mortgage, LLC (formerly GMAC Mortgage Corporation).

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

- a. The RFC Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the RFC Settlement Class that predominate over questions affecting only individual members of the RFC Settlement Class;
- c. The claims of the Named Plaintiffs are typical of those of the members of the RFC Settlement Class;
- d. The Named Plaintiffs and Plaintiffs’ Counsel will fairly and adequately represent and protect the interests of the individual members of the RFC Settlement Class; and
- e. Certification of the RFC Settlement Class as proposed is an appropriate

method for the fair and efficient adjudication of the controversies between the RFC Settlement Class and the Settling Defendants with respect to the Claims without prejudice to rights and claims of the Named Plaintiffs and the members of the RFC Settlement Class in the Missouri Cases against any persons, associations and entities other than the Settling Defendants and other "Released Persons."

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 RFC Settlement Class and R. Frederick Walters, Kip D. Richards, David M. Skeens, J. Michael Vaughan, and Garrett M. Hodes of the law firm Walters Bender Strohhahn & Vaughan, P.C., as Counsel for the RFC Settlement Class ("Plaintiffs' Counsel" or "Class Counsel").

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

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 all members of the RFC Settlement Class (as identified on Exhibit E of the Agreement) and any known Chapter 7 bankruptcy trustees of any member of the RFC Settlement Class for any Chapter 7 bankruptcy filed after origination of the class member's loan. Such mailing shall be made within five (5) days of the entry of this Preliminary Approval Order.

10. The Agreement contemplates a method of notice that (a) protects the interests of

the Named Plaintiffs, the RFC 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 RFC Settlement Class of the pendency of the Litigation and proposed Settlement, the 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.

12. Any member of the RFC Settlement Class desiring exclusion from the RFC Settlement Class shall mail a request for exclusion (“Request for Exclusion”) to the Parties’ respective counsel. To be valid, the Request for Exclusion must be **received** on or before **November __, 2011**. Such Request for Exclusion must be in writing and include: (a) the name, address, telephone number and the last four digits of the social security number of the class member seeking to opt out; (b) a statement that the class member and all other borrowers named on the class member’s promissory note are seeking exclusion; (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 submission shall be signed by said deceased or legally incompetent person’s personal representative or guardian; and (d) a reference to “Shokere v. Residential Funding Company, Case No. _____.” Any member

of the RFC Settlement Class who does not timely and properly request to be excluded from the RFC Settlement Class in full compliance with these requirements shall be included in the RFC Settlement Class and shall be bound by any judgment entered in this action with respect to said Class. Class Counsel and Settling Defendants' Counsel shall promptly furnish each other with copies of any and all Requests for Exclusion that come into their possession.

13. Within a reasonable period after the deadline for submitting Requests for Exclusion, but before the Fairness Hearing, Class Counsel shall file with the Court a sworn statement identifying those persons who submitted timely Requests for Exclusion. The originals of all Requests for Exclusion shall be retained by the Parties.

14. A hearing (the "Fairness Hearing") shall be held before the undersigned at _____ .m. on **December 2011**, 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 RFC Settlement Class; (c) the application for incentive awards for the services rendered by Named Plaintiffs Joyce W. and Luke Shokere and Named Plaintiff Michael D. Mayo; (d) the application for attorney's fees and for reimbursement of expenses by Class Counsel; and (e) other related matters. The Fairness Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the RFC Settlement Class.

15. To be considered at the Fairness Hearing, any person who does not timely exclude themselves from the RFC Settlement Class and who desires to file an objection to or otherwise comment on the Settlement shall file any such objections or comments and all supporting pleadings with the Court on or before **November __, 2011**, with service upon Class Counsel and

Settling Defendants' Counsel as provided in the Missouri Rules of Civil Procedure. In his/her objection, an objecting RFC Settlement Class Member 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 "Shokere v. Residential Funding Company, Case No. _____." No Objection to or other comment concerning the Settlement shall be heard unless timely filed and served in accordance with the guidelines as stated herein and in the Agreement. Class Counsel and Settling Defendants' Counsel shall promptly furnish each other with copies of any and all written objections to the Settlement that come into their possession.

16. Any attorney hired by an RFC Settlement Class Member at the Class Member's expense for the purpose of making an objection shall file his or her Entry of Appearance on or before **November __, 2011**. The Entry of Appearance shall be filed with the Clerk of the Court, with a copy served upon Class Counsel and Settling Defendants' Counsel in accordance with the Rules of Civil Procedure.

17. Any RFC 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.

18. Any RFC 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 **November __, 2011**, unless 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 Settling Defendants' Counsel in accordance with the Rules of Civil Procedure.

19. Any RFC Settlement Class Member may intervene in the Litigation in person, or by counsel if a motion to intervene is filed and served as provided in the Notice. No person shall be permitted to intervene unless, on or before **November __, 2011**, 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 Settling Defendants' Counsel in accordance with the Rules of Civil Procedure.

20. Submissions of the Parties relative to the Settlement, including memoranda in support of the Settlement, applications for attorney's fees and reimbursement of expenses by Class Counsel, and any applications for the payment of services rendered by the Named Plaintiffs shall be filed with the Clerk of the Court on or before **December __, 2011** with a service copy to Settling Defendants' Counsel.

21. All other events contemplated under 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 Settling Defendants' Counsel shall take such further actions as are required by the Agreement.

22. The Parties shall be authorized to make non-material changes to the Class Mail Notice provided Class Counsel and Settling Defendants' Counsel agree and one of the Parties files a notice thereof with the Court prior to the Fairness Hearing.

23. The Litigation is hereby stayed until further order of this 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.

24. 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 RFC Settlement Class. As provided in the Agreement, neither the Litigation nor the dismissal of the Claims asserted therein shall in any way stay, bar, preclude, abate or otherwise operate as a dismissal, release, discharge or other adjudication of the claims of the Named Plaintiffs or the RFC Settlement Class Members against any person, association or entity other than the Settling Defendants and other "Released Persons" as defined in Paragraph 2.19 of the Agreement including, without limitation, the claims currently asserted in the Missouri Cases pursuant to the Missouri Second Mortgage Loans Act, §§ 408.231-408.241 RSMo, against the assignees and servicers of the Missouri Second Mortgage Loans, other than the Settling Defendants and "Released Persons."

25. 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 paragraph 15 of the Agreement.

26. 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 this action 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 RFC 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 to enforce the terms of this Order, and the Settlement or the Agreement; provided, however, that this Order and the Agreement may be filed by a Settling Defendant in any action filed against or by the Settling Defendants or any other "Released Person" 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 claim preclusion, issue preclusion or similar defense or counterclaim. 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.

IT IS SO ORDERED

Date: _____

Exhibit C

EXHIBIT C: PROPOSED FINAL APPROVAL ORDER

[PROPOSED] ORDER 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 October __, 2011 (the "Agreement"), the evidence and arguments of counsel as presented at the Fairness Hearing held on **December __, 2011**, 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 above Court on or about October __, 2011;
and
- b. The following exhibits to the Agreement: (i) Schedule A (Proposed Distribution Schedule of "Net Distributable Settlement Fund," **filed under seal**); (ii) Exhibit A (Proposed Class Mail Notice); (iii) Exhibit B (Proposed Order Preliminarily Approving the Class Action Settlement); (iv) Exhibit C (Proposed Order Finally Approving the Class Action Settlement and Certifying a Class for Settlement Purposes); (v) Exhibit D (Proposed Final Judgment); (vi) Exhibit E (list of members of the RFC Settlement Class, **filed under seal**); (vii) Exhibit F (list of connected cases); and Exhibit G (list of RFC 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 adequate notice was disseminated and all potential members of the RFC 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 RFC Settlement Class. The Court has subject matter jurisdiction over the Litigation, including, without limitation, jurisdiction to approve the proposed Settlement, to grant final certification of the RFC Settlement Class, and to dismiss the Litigation against the Settling Defendants with prejudice.

3. **Final Class Certification.** The RFC Settlement Class, which this Court previously certified preliminarily, is hereby finally certified for settlement purposes pursuant to Mo. Rule 52.08, the Court finding that for purposes of settlement the RFC Settlement Class fully satisfies all of the applicable requirements of Mo. Rule 52.08 and due process. The RFC Settlement Class is defined as follows:

All persons who obtained a "Second Mortgage Loan," as defined in Mo.Rev.Stat. § 408.231.1, that was secured by a mortgage or a deed of trust on residential real property located in the state of Missouri, and that:

- (1) was made by FirstPlus Bank (f/k/a Citizens Thrift and Loan Association) on or after May 16, 1994 and was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation); or
- (2) was purchased by or assigned to UBS Real Estate Securities, Inc. and either closed on or after June 20, 2002, or was a loan for which interest was paid on or after June 20, 2002, and which was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation) or GMAC Mortgage, LLC (formerly GMAC Mortgage Corporation).

[No members of the RFC Settlement Class timely requested to be excluded from or "opted out" of the RFC Settlement Class.] OR [A list of those persons who have timely excluded themselves from the RFC Settlement Class, and who therefore are not bound by the Settlement and the

accompanying Final 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 RFC Settlement Class, or among the members of the RFC Settlement Class. Plaintiffs' Counsel will fairly and adequately represent and protect the interests of the RFC Settlement Class. Accordingly, the Named Plaintiffs and R. Frederick Walters, Kip D. Richards, David M. Skeens, J. Michael Vaughan, and Garrett M. Hodes 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 RFC Settlement Class and Counsel for the RFC Settlement Class, respectively.

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

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

b. Constituted notice that was reasonably calculated, under the circumstances, to apprise the members of the RFC Settlement Class of (i) the pendency of the Litigation and the proposed Settlement, (ii) their right to exclude themselves from the RFC Settlement Class and the proposed Settlement, (iii) their right to object to any aspect of the proposed Settlement (including, but not limited to, the following: final certification of the RFC 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 RFC Settlement Class; the proposed awards of attorney's fees and expenses; and the proposed incentive award), (iv) their right to appear at the Fairness Hearing if they did not exclude themselves from the RFC Settlement Class, (v) the effect of the Settlement on the Missouri Cases; and (vi) the binding effect of the Orders and Judgment in the Litigation on all members of the RFC Settlement Class who did not request exclusion;

c. Constituted notice that was reasonable and constituted due, adequate and sufficient 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. **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 RFC 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 any other applicable law. The Parties are hereby directed to implement and consummate the Agreement according to its terms and provisions.

7. **Binding Effect.** The terms of the Agreement, this Order and the accompanying Final Judgment shall be forever binding on all of the RFC Settlement Class Members and the Named Plaintiffs, individually and/or as a representative of the RFC Settlement Class, 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, this Order

and the accompanying Final Judgment shall have *res judicata* and other preclusive effect as to the “Releasers” for the “Released Claims” as against the “Released Persons,” all as defined in the Agreement. However, neither the Agreement, this Order nor the Final Judgment shall bar, preclude or otherwise operate as a dismissal, release, discharge or other adjudication of the claims of the Named Plaintiffs or the RFC Settlement Class Members (or the “Non-RFC Plaintiff Borrowers” as defined in the Agreement) against any person, association or entity other than the Settling Defendants and the “Released Persons” as defined in Paragraph 2.19 of the Agreement including, without limitation, the claims currently asserted pursuant to the Missouri Second Mortgage Loans Act, §§ 408.231-408.241 RSMo, against any person, association or entity named or to be named as a defendant in the Missouri Cases, as defined in paragraph 2.9 of the Agreement, other than the Settling Defendants and “Released Persons” as defined in Paragraph 2.19 of the Agreement.

8. **Releases.** The Releasers, as defined in Paragraph 2.18 of the Agreement, shall be bound by the Releases provided in Paragraph 6 of the Agreement, which is incorporated herein in all respects, regardless of whether such persons received any compensation under the Agreement or Settlement. The Releases are effective as of the Effective Date specified in Paragraph 14 of the Agreement. The Court expressly adopts all defined terms in paragraph 2 of the Agreement, including but not limited to, the definitions of the persons and claims covered by the Releases (which are set forth at Paragraphs 2.18, 2.19 and 2.20 of the Agreement).

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

10. **Additional Payment to the Named Plaintiffs.** The Court hereby awards

\$3,000.00 to Named Plaintiff Michael D. Mayo and \$500.00 jointly to Named Plaintiffs Joyce W. and Luke Shokere to be paid from the Settlement Fund as an incentive award for their services as representatives of the RFC Settlement Class.

11. **Attorney's Fees and Expenses.** Plaintiffs' Counsel are awarded \$8,275.36, representing an allocated share of the litigation expenses and court costs that Plaintiffs' Counsel has incurred and advanced as of February 28, 2011 in connection with the Settlement and Litigation, which shall be deducted from the "Settlement Fund" as defined in the Agreement. In addition, the Court awards Plaintiffs' Counsel attorney's fees of \$979,628.21, representing forty percent (40%) of the "Net Settlement Fund" as defined in the Agreement. The Court finds and concludes that each of the above awards to Plaintiffs' Counsel for work and services in this case and in connection with the Settlement is reasonable. **[Plaintiffs may include additional language for the Court to consider including in the final order in support of Plaintiffs' fee award.]**

12. **No Other Payments.** The preceding paragraphs of this Final Approval Order cover, without limitation, any and all claims for attorney's fees and expenses, costs or disbursements incurred by Plaintiffs' Counsel or any other counsel representing the Named Plaintiffs as representatives of the RFC Settlement Class or the RFC Settlement Class Members, or incurred by the RFC 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 this Final Approval Order or the Agreement.

13. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Final Approval Order and the accompanying Final Judgment. Without in any way affecting the

finality of this Final Approval Order and the accompanying Final 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 the accompanying Final 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 or the Final Judgment (including, without limitation, whether a person is or is not a member of the RFC Settlement Class or an RFC Settlement Class Member; and whether any claim or cause of action is or is not barred by this Final Approval Order and the Final Judgment);

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

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 or Fed.R.Civ.P. 60(b) this Final Approval Order and/or the Final Judgment pursuant to the Agreement in the event the Settlement does not (or cannot) become effective as provided in paragraph 14 of the Agreement, in recognition of the fact that the Agreement is part of a unitary settlement of a set of cases asserting claims with respect to certain second mortgage loans in Missouri that RFC acquired and/or serviced

or master serviced and by its terms shall be effective only upon the entry of final orders and judgments as to RFC in each of the other cases listed on Exhibit F to the Agreement; and

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

14. **No Admissions.** Neither this Final Approval Order, nor the accompanying Final 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 Order or the Final 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: (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 the Plaintiffs; (iii) the existence of any class alleged by Plaintiffs; (iv) the propriety of class certification if the Litigation 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 the Litigation or in any other litigation; (vi) that the consideration to be given to RFC Settlement Class Members hereunder 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 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 Settling Defendants' denials, defenses, factual or legal positions, 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 necessary in a proceeding 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; provided, however, that this Order and the Agreement may be filed by a Released Person in any action against or by RFC or a Released Person 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 claim preclusion, issue preclusion or similar defense or counterclaim.

15. **Dismissal of Litigation Against the Settling Defendants.** The Litigation, including all individual and/or class claims asserted against RFC and GMAC Mortgage, LLC, as the assignee(s), holder(s), servicer(s) or master servicer(s) of the RFC Related Loans, is dismissed with prejudice as to the Named Plaintiffs and the RFC Settlement Class Members, without fees or costs to any party, except as otherwise provided in the Agreement, this Order and/or the Final Judgment, and subject to the Court's retention of jurisdiction to vacate, rescind, cancel, annul and deem "void," "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/or the Final Judgment and reinstate the claims of the Named Plaintiffs and the RFC 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 paragraph 14 of the Agreement. However, as provided in the Agreement and in paragraph 7 above, the dismissal of the Litigation and the claims against the Settling Defendants shall in no way stay, bar, preclude, abate or otherwise operate as a dismissal, release, discharge or other adjudication of the claims of the Named Plaintiffs or the RFC Settlement Class Members (or the "Non-RFC Plaintiff Borrowers" as defined in the Agreement) against any person, association or entity other than the Settling Defendants and the other "Released Persons"

as defined in Paragraph 2.19 of the Agreement including, without limitation, the claims currently asserted pursuant to the Missouri Second Mortgage Loans Act, §§ 408.231-408.241 RSMo, against any person, association or entity named or to be named as a defendant in the lawsuits pending before the United States District Court for the Western District of Missouri styled *DeAnthony Thomas, et al., v. U.S. Bank National Association, N.D.*, Case No. 5:11-cv-06013-SOW and *Michael D. Mayo v. GMAC Mortgage, LLC, et al.*, Case No. 4:08-cv-00568-W-DGK, other than the Settling Defendants and the other “Released Persons” as defined in Paragraph 2.19 of the Agreement.

16. **Separate Judgment.** The Court will separately enter the accompanying Final Judgment.

Dated: December __, 2011

_____, Circuit Judge

Exhibit D

EXHIBIT D: PROPOSED FINAL JUDGMENT

PROPOSED] FINAL JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The settlement of the claims of the RFC Settlement Class on the terms set forth in the parties' Settlement Agreement and Release ("Agreement"), dated October __, 2011, is approved, and the following settlement class is granted final certification for settlement purposes under Mo. Rule 52.08:

All persons who obtained a "Second Mortgage Loan," as defined in Mo.Rev.Stat. § 408.231.1, that was secured by a mortgage or a deed of trust on residential real property located in the state of Missouri, and that:

- (1) was made by FirstPlus Bank (f/k/a Citizens Thrift and Loan Association) on or after May 16, 1994 and was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation); or
- (2) was purchased by or assigned to UBS Real Estate Securities, Inc. and either closed on or after June 20, 2002, or was a loan for which interest was paid on or after June 20, 2002, and which was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation) or GMAC Mortgage, LLC (formerly GMAC Mortgage Corporation).

(the "RFC Settlement Class").

2. Individual notice complying with Mo. Rule 52.08 was sent to the last-known address of each member of the RFC Settlement Class as identified on Exhibit E to the Agreement as warrantied by RFC. The Court finds all members of the RFC Settlement Class to be RFC Settlement Class Members and that all such persons are bound by this Final Judgment, [except for those members, if any, who timely excluded themselves from the RFC Settlement Class, as

shown on **Exhibit 1** to the Court's *Order Finally Approving Class Action Settlement and Certifying a Class for Settlement Purposes*.

3. The Litigation and the claims as asserted therein are dismissed on the merits and with prejudice according and subject to the terms of the Agreement and the Court's *Order Finally Approving Class Action Settlement and Certifying a Class for Settlement Purposes*, dated this same date (the "Final Approval Order"), without costs to any party except as provided in the Final Approval Order. As provided in the Agreement and Final Approval Order, the dismissal of the Litigation and the claims asserted therein shall in no way stay, bar, preclude, abate or otherwise operate as a dismissal, release, discharge or other adjudication of the claims of the Named Plaintiffs or the RFC Settlement Class Members (or the "Non-RFC Plaintiff Borrowers" as defined in the Agreement) against any person, association or entity other than the Settling Defendants and the "Released Persons" as defined in Paragraph 2.19 of the Agreement including, without limitation, the claims currently asserted pursuant to the Missouri Second Mortgage Loans Act, §§ 408.231-408.241 RSMo, against any person, association or entity named or to be named as a defendant in the lawsuits pending before the United States District Court for the Western District of Missouri styled *DeAnthony Thomas, et al., v. U.S. Bank National Association, N.D.*, Case No. 5:11-cv-06013-SOW and *Michael D. Mayo v. GMAC Mortgage, LLC, et al.*, Case No. 4:08-cv-00568-W-DGK, other than the Settling Defendants and other "Released Persons" as defined in Paragraph 2.19 of the Agreement.

4. The Named Plaintiffs and all members of the RFC Settlement Class who did not timely exclude themselves from the RFC Settlement Class shall be bound by the Releases provided in Paragraph 6 of the Agreement.

5. Subject to Paragraph 13(c) of the Final Approval Order, the Releasers, as defined in Paragraph 2.18 of the Agreement, are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims, as defined in Paragraph 2.20 of the Agreement, against the Released Persons, as defined in Paragraph 2.19 of the Agreement.

6. The Court will retain continuing jurisdiction over this Litigation and each of the matters set forth in paragraph 13 of the Final Approval Order for the purposes set forth in the Final Approval Order.

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

Dated: _____

Circuit Judge

EXHIBIT E
(to Settlement Agreement dated October 1, 2011)

ORIGINAL SCHEDULE FILED UNDER SEAL

Exhibit F

EXHIBIT F

Danita S. Couch, et al. v. SMC Lending, Inc., et al., Case No. CV100-4332-CC (Clay County Circuit Court)

James and Jill Baker, et al. v. Century Financial Group, Inc., et al., Case No. CV100-4294-CC (Clay County Circuit Court)

Michael P. and Shellie Gilmor, et al v. Preferred Credit Corporation, et al., Case No. 10-0189-cv-W-ODS (U.S. District Court for the Western District of Missouri)

Jack L. Beaver, et al., v. U.S. Bank Trust National Association, et al., Case No. 00CV215097-01 (Jackson County Circuit Court)

Exhibit G

EXHIBIT G

Affiliated and Parent Companies of Defendants GMAC Mortgage, LLC, Residential Funding Company, LLC, Residential Funding Mortgage Securities II, Inc. and Homecomings Financial, LLC

Ally Auto Assets LLC

Ally Bank f/k/a GMAC Bank f/k/a GMAC Automotive Bank

Ally Central Originating Lease LLC

Ally Financial Inc.

Ally Grand Leasing Operating Warehouse LLC

Ally Liquidity Transferor-W LLC

Ally Loan Lease Obligations Transferor II LLC

Ally Loan Lease Obligations Transferor LLC

Ally Retail Installment Obligations Transferor LLC

Ally Variable Asset Receivables LLC

Ally Wholesale Enterprises LLC

Ameriland, LLC

BMMZ Holdings LLC

CAP RE of Vermont, LLC

DCA Properties I, LLC

Developers of Hidden Springs, LLC

ditech, LLC

DOA Holding Properties, LLC

DOA Holdings NoteCo., LLC

DOA Properties I, LLC

DOA Properties II, LLC

DOA Properties III (Models), LLC

DOA Properties IV, LLC

DOA Properties IX (Lots-Other), LLC

DOA Properties V (Lots-CA) LLC

DOA Properties VI, LLC

DOA Properties VII (Lots-NV), LLC
DOA Properties VIII LLC
EPRE LLC
Equity Investment I, LLC
Equity Investment II, LLC
Equity Investment III, LLC
Equity Investment IV, LLC
ETS of Virginia, Inc.
Executive Trustee Services, LLC
GMAC Model Home Finance I, LLC
GMAC Mortgage Group LLC holds 99% of Residential Capital, LLC)
GMAC Mortgage Holdings LLC
GMAC Mortgage Securities, Inc.
GMAC Mortgage USA Corporation
GMAC Mortgage, LLC
GMAC Residential Holding Company LLC
GMAC Wholesale Mortgage Corp.
GMACR Mortgage Products, LLC
GMAC-RFC Holding Company LLC
GMACRH Settlement Services, LLC
HFN REO SUB II, LLC
Hidden Springs Sewer Company, LLC
Home Connects Lending Services, LLC
Homecomings Financial LLC
Homecomings Financial Real Estate Holdings, LLC
IB Finance Holding Company, LLC
Ladue Associates, Inc.
MCZ Centrum Flamingo I LLC
Passive Asset Transactions, LLC
PATI A, LLC
PATI B, LLC

PATI Real Estate Holdings, LLC
RAHI A, LLC
RAHI B, LLC
RAHI Real Estate Holdings, LLC
RC Properties I, LLC
RC Properties II, LLC
RC Properties III, LLC
RC Properties IV, LLC
RC Properties V, LLC
RC Properties VI, LLC
RC Properties VII, LLC
RC Properties VIII, LLC
RC Properties IX, LLC
RC Properties X, LLC
RC Properties XI, LLC
RC Properties XII, LLC
RC Properties XIII, LLC
RC Properties XIV, LLC
RC Properties XV, LLC
RC Properties XVI, LLC
RC Properties XVII, LLC
RC Properties XVIII, LLC
RC Properties XIX, LLC
RC Properties XX LLC
RCSF JV 2004, LLC
Real Asset Management Services, Inc.
REG-PPM, LLC
ResCap Investments LLC holds 1% of Residential Capital, LLC
Residential Accredit Loans, Inc.
Residential Asset Mortgage Products, Inc.
Residential Asset Securities Corporation

Residential Capital LLC
Residential Consumer Services of Alabama, LLC
Residential Consumer Services of Ohio, LLC
Residential Consumer Services of Texas, LLC
Residential Consumer Services, LLC
Residential Funding Company LLC
Residential Funding Mortgage Exchange, LLC
Residential Funding Mortgage Securities I, Inc.
Residential Funding Mortgage Securities II, Inc.
Residential Funding Real Estate Holdings, LLC
Residential Funding Securities, LLC
Residential Mortgage Real Estate Holdings LLC
RFC Asset Holdings II, LLC
RFC Asset Management, LLC
RFC Construction Funding, LLC\
RFC SF JV-2002, LLC
RFC-GSAP Servicer Advance, LLC
Walnut Grove Funding, LLC
Win-Win Beazer Pool I (Delaware) LLC
Win-Win Pardoe Pool II (Delaware) LLC
Win-Win Pardoe Pool III (Delaware) LLC
Win-Win Spectrum (Delaware) LLC