

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

