
IN THE IOWA DISTRICT COURT IN AND FOR LEE COUNTY
AT FORT MADISON

TONY W. ROSS, GEORGE HESS, NADINE HESS,
DON GEBERLING, and DONNA GEBERLING,
Individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

GREAT WESTERN BANK
f/k/a DOUGLAS COUNTY BANK & TRUST CO.;

Defendant.

Law No. LALA

**NOTICE OF CLASS ACTION LAWSUIT AND
PROPOSED CLASS SETTLEMENT
WITH GREAT WESTERN BANK
&
CLAIM FORM**

DO NOT BE ALARMED. YOU HAVE NOT BEEN SUED. THIS NOTICE IS MERELY TO TELL YOU ABOUT YOUR RIGHTS AS TO A PROPOSED SETTLEMENT WITH DEFENDANT GREAT WESTERN BANK OF OMAHA, NEBRASKA (“Great Western Bank”) AND OF A SETTLEMENT HEARING AND A CLAIM FORM TO PARTICIPATE IN THE SETTLEMENT.

TO: ALL PERSONS (AND THEIR HEIRS, SUCCESSORS, AND/OR ASSIGNS) WHO PURCHASED A MEMBERSHIP FROM THOUSAND ADVENTURES, INC., OR ONE OF ITS VARIOUS SUBSIDIARIES. (“GWB CLASS”)

PLEASE READ THIS NOTICE CAREFULLY

A related class action was originally brought against Thousand Adventures, Inc. and Thousand Adventures of Iowa (“TAI” and “TA of Iowa” respectively) by Tony Ross, on behalf of himself and all others similarly situated who purchased or otherwise acquired a campground membership in Thousand Adventures resorts, recreational facilities or other campgrounds throughout the United States (“Members”). On July 10, 1997, a default judgment was entered against TAI, wherein the proposed class was certified and the membership contracts were effectively rescinded. TAI is currently in bankruptcy in the United States Bankruptcy Court for the Southern District of Iowa. Tony Ross and others (“Plaintiffs”) have now filed a separate lawsuit against Great Western Bank formerly known as Douglas County Bank & Trust Company, wherein certain claims by Plaintiffs and the Members have been raised (i.e., the “Action”). Plaintiffs allege that Great Western Bank was assigned retail installment contracts executed by some of the Members to finance their purchase of the campground memberships.

Great Western Bank was one of the lenders who allegedly were holders of some of the Members' retail installment contracts.

You have received this notice because you have been identified as a potential Member of the settlement class. This Notice is to inform you of a proposed settlement ("Settlement") with Great Western Bank so that you may make whatever decisions you deem appropriate for the protection of your interests. The Settlement involves a resolution of any and all claims or demands that any Member may now or in the future have against Great Western Bank, which arise out of or relate to, wholly or partly, in any way, TAI, any division, subsidiary, affiliate, assignee or successor of TAI, Travel America, Inc., David Vopnford, Barbara Vopnford, Travelers Data Services, Consumer Loan Portfolios, Inc., Tommy Cloud, or any campgrounds or campground contracts or representations relating to recreational ventures, resorts or other campgrounds used, owned, operated or controlled by any of the individuals or companies listed in this sentence. TAI subsidiaries include Blair Account Systems, TA of Iowa, Thousand Adventures of Ohio, Inc., Thousand Adventures, of Kansas, Inc., Thousand Adventures of Michigan, Inc., Thousand Adventures of New York, Inc., Thousand Adventures of Georgia, Inc., Thousand Adventures of Florida, Inc., DBV Enterprises of Florida, Inc., and many more companies. You have been identified as a potential Member of the Class whose rights may be affected by this Settlement so act accordingly.

IF YOU BELIEVE YOU ARE A MEMBER OF THE CLASS, TO BE ELIGIBLE TO SHARE IN THE PROPOSED SETTLEMENT PROCEEDS YOU MUST SEND IN THE ATTACHED CLAIM FORM.

IF YOU DO NOT WANT TO PARTICIPATE IN THIS SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. If you do not want to be included as a Member of the class, you may exclude yourself by following the instructions set forth at page 11 of this Notice.

IF YOU DO NOT RETURN A CLAIM FORM POSTMARKED BY DECEMBER 10, 2001, YOUR CLAIM WILL BE REJECTED AND YOU WILL HAVE WAIVED ALL RIGHTS TO RECEIVE ANY OF THE SETTLEMENT BENEFITS. UNLESS YOU REQUESTED EXCLUSION FROM THE SETTLEMENT CLASS, YOU ARE BOUND BY THE TERMS OF THE SETTLEMENT WHETHER OR NOT YOU RETURN A CLAIM FORM.

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

This legal action "Action" is pending in the Iowa District Court for Lee County at Fort Madison ("the Court"). With regard to the proposed Settlement you are notified that:

1. A hearing will be held before the Court on November 9, 2001 at the Lee County Courthouse, at 7th Street and Avenue F, (or at such adjourned times and dates as the Court may direct without further notice) (the "Hearing") to determine whether the proposed Settlement of this Action brought against Great Western Bank should be approved as fair, reasonable and adequate. You need not attend this Hearing unless you intend to raise an objection to this Settlement.

2. The class is defined as all present or former Members (and their respective heirs, successors, personal representatives, and assigns, and the employees, officers and directors of any corporate members) of Thousand Adventures, Inc., or any of its affiliates, subsidiaries, assignees or successors. The named Plaintiffs believe the class includes more than 60,000

Members. By no means will all of these Members, however, receive any funds as a result of the Settlement. Receipt of funds depends on the ability of a Member to prove certain facts described below or in the Settlement Agreement on file with the Court. An example of these facts is the extent to which the contract of a Member with TAI was assigned to Great Western Bank. It may be unlikely that any Member would have knowledge of whether their contract was assigned to Great Western Bank, but the class counsel and class representative, together with Great Western Bank using good faith internal efforts, have identified approximately 740 Members who appear to be in that situation. You may be one of these Members, so it is important that you review the claim form and, if you can accurately complete the claim form and you wish to be included in the settlement, sign and return the completed form.

3. If you wish to pursue your claims (if any) separately against Great Western Bank, you may opt out of this class by filling in the Opt Out Form, attached, and returning the same to class counsel.

4. The settlement is being made exclusively with Great Western Bank and its current or former owners, officers, directors, other agents, employees and attorneys ("Releasees") and will not preclude the class representative or individual Members from asserting similar claims against TAI or other responsible parties.

5. Under the settlement with Great Western Bank, Great Western Bank will forgive and discharge any and all balances due to Great Western Bank under the Consumer Installment Loan and Security Agreements ("Installment Loan Agreements") between Thousand Adventures, Inc. or any of its subsidiaries, and individual consumers who borrowed funds under those Agreements to finance the purchase of the campground membership and whose contracts were assigned to Great Western Bank. The amounts of the unpaid balances of the retail installment contracts that Great Western Bank will forgive is an estimated total of roughly \$4,148,000 (estimated by assuming no installment payments have been made and as if such installment contracts were not rescinded) as of July 23, 2001. In addition, Great Western Bank has committed to pay up to \$200,000 toward the payment of claims to Members, expenses of the class, and attorneys fees. The amount each Member will receive cannot be determined at this time but will depend on the number of allowed claims that have been filed.

6. Great Western Bank has agreed to pay the attorney fees in the amount of \$80,000 and the actual costs of notice which amounts shall be credited toward the maximum cash contribution to be made by Great Western Bank.

7. The parties have further agreed that after the time period for submitting claims has expired, the claims shall be compiled and evaluated. Only those members who appear on Great Western's roster of members whose contracts are in Great Western's possession (which number approximately 743 names) and who prove they made unreimbursed payments on such contracts or members who affirmatively prove that unreimbursed payments they made on retail installment contracts assigned to Thousand Adventures, Inc., were thereafter specifically received by Great Western Bank on a direct and express tracing basis (e.g., tracing into a lock box or garnishment or other account and a corresponding check or wire transfer to Great Western from a lock box agent that expressly includes the pertinent member's payment) will be entitled to payment. The parties intend, and Court approval of the settlement of the New Action shall constitute a finding that, any lowest intermediate balance tracing rule shall not be sufficient to establish that a member whose contract is not currently in Great Western's possession paid funds that Great Western received. Denial of a lowest intermediate balance tracing rule is because of the complexity of money flow, the difficulties of computing various balances in lock box agents'

accounts from years ago, the fact that various corrections of account balances or reversals of entries may or may not have occurred, and so forth. Great Western and counsel for the class shall be given an opportunity to evaluate each claim submitted for validity (including without limitation timeliness of filing of claim, whether the member provided sufficient proof of payment by the member that Great Western received, amount to be allowed and appropriateness of signature), and if a dispute exists as to whether a claim is valid or not and cannot be resolved satisfactorily by the parties, such dispute shall be submitted to Richard Calkins as arbitrator for determination. Once a final list of claimants has been confirmed either by agreement of the parties, or by Court order, then Great Western shall pay the allowed claims on the following basis:

$$P_n = (C_n / TC) \times NP$$

where

- a. P_n is the Payment to Member “n”
- b. C_n is the allowed claim amount for Member “n”.
- c. TC is the sum total of all allowed claims.
- d. NP is the net proceeds available for the payment of claims (\$200,000 less attorney’s fees and cost of notice)

Notwithstanding any other language above in this Paragraph, (i) the aggregate of all P_n s shall never require Great Western to contribute more than \$200,000 less attorneys fees and cost of notice, and (ii) P_n for any Member shall never exceed 50% of C_n .

(e.g. if Member₁ has an allowed claim of \$1,500, and TC is \$120,000, and there are \$100,000 net proceeds, then Member₁ will be paid \$750.00.)

Nothing in this Paragraph shall require Great Western to pay more than \$200,000 to fulfill all obligations this Settlement Agreement conditionally imposes on Great Western.

8. Great Western will issue checks to class members with allowed claims no later than 45 days after the expiration of the claim period, unless any appeal or motion for reconsideration is impairing the finality of the New Action’s class certification or final approval of this Settlement Agreement. If either contingency described in the immediately preceding sentence occurs, Great Western shall not have to issue checks to class members until a reasonable time after the contingency is finally resolved. If Great Western receives conflicting claims based on the same real estate installment contract (e.g., a divorced wife and husband each file a timely and separate claim and do not agree on how to share claim proceeds), Great Western need not issue the pertinent check until the issue of the proper payee is resolved.
9. Entry of a court order approving the settlement of the New Action shall be deemed to fully and irrevocably release, discharge and waive Great Western and

its current or former owners, officers, directors, other agents, employees and attorneys from any and all claims, demands, causes of action, suits, actions, debts, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions and expenses whatsoever, in law, in equity, of an administrative nature, or of any other nature whatsoever (hereinafter individually and collectively referred to as "Claims") which ROSS and/or the class ever had or now has against Great Western or against such current or former Great Western owners, officers, directors, employees and attorneys (or any of them) arising out of or related to, wholly or partly, TAI, Travel America, Inc., David Vopnford, Barbara Vopnford, Travelers Data Services, Consumer Loan Portfolios, Inc., Tommy Cloud, or any campgrounds or campground contracts or representations pertaining to campgrounds used, owned, operated or controlled by TAI, Travel America, Inc., David Vopnford, Barbara Vopnford, Tommy Cloud, or Consumer Loan Portfolios, Inc., whether such Claims are asserted or unasserted, known or unknown, contingent or noncontingent, matured or unmatured, and shall constitute a finding that Great Western relies on and is entitled to continue to rely on such release.

10. Upon approval of the Settlement Agreement, ROSS, on behalf of themselves and the class, will file a motion in the Federal District Court for Southern District of Iowa requesting a dismissal of the claims against Great Western in the Pending Action.
11. After the dismissal of Great Western described in the immediately preceding paragraph, Tony Ross and at least two other signatory members hereto on behalf of themselves and the class will contemporaneously file a new Petition in the Iowa District Court of Lee County in substantially the same form as the Second Amended Petition but including only Great Western as a Defendant. The new action created by the filing of such new Petition is herein referred to as the "New Action." Great Western will accept service of this new Petition and agrees that any statute of limitations or laches defense that had not lapsed or expired as of November 21, 2000, shall be tolled in its entirety as against the named class, and such tolling shall cease only as provided in Paragraph 13 herein below. Nothing in the tolling of defenses referenced in this Paragraph, however, shall require or cause Great Western to waive or be estopped from asserting any defenses that already exist to Law No. LALA003946 or Case No. 00-CV-10236 pending in the United States District Court for the Southern District of Iowa (e.g., no waiver if a statute of limitations already exists as a defense in favor of Great Western and it does not arise merely upon dismissal of the Pending Action).
12. In the New Action, the Plaintiffs and Great Western Bank have jointly moved for conditional review and approval of settlement, conditional certification of the class, approval of notice procedures, and any other issues necessary to effectively carry out the intentions of this Settlement Agreement. Such conditional approval by the Lee County District Court shall be subject only to proper notice to the class members, the scheduling of a fairness hearing and final hearing on class certification, and final approval of the settlement of the New Action, some of which steps may be combined as above.

13. The tolling of the defenses of laches and statute of limitations referred to above in Paragraph 11 shall expire on midnight of the 30th day following any dismissal without prejudice of the New Action per the immediately preceding paragraph.

THIS NOTICE SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES.

THE ACTION

The claims against Great Western Bank, and other lenders, arise from the consumer retail installment contracts which were executed by certain Members to finance the purchase of campground memberships. Part of the language provides that the Lenders shall be “subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof.” When TAI breached its membership agreement with the Members, TAI and its subsidiaries, the lenders who became holders of the retail installment contract allegedly became subject to the claims of the Members. Great Western Bank denies all such allegations. Plaintiffs claim that Great Western Bank is subject to liability for breaches of contract and violations of the law by Thousand Adventures, Inc. Only the claims against Great Western Bank are the subject of this Settlement.

Great Western Bank has denied any and all wrongdoing and any liability to the Plaintiffs and to the Class and concedes no infirmity in any defense raised by it in this Action, but nonetheless has agreed to enter into the Stipulation to put to rest all controversy and to avoid further expense, burden, distraction, and inconvenience of litigation.

This description of the claims and contentions of the parties is general and does not purport to cover all of the claims and contentions of the parties. For a more detailed statement of the matters involved in this Action, reference is made to the pleadings and to the other papers filed in the Action, all of which may be inspected in person at the Office of the Clerk, Iowa District Court for Lee County at Fort Madison, during normal business hours.

For additional information, you may also find copies of pleadings and related notices on the internet at www.natlassoc.com/greatwestern.htm.

SETTLEMENT NEGOTIATIONS

Plaintiffs' counsel believe they have made a thorough investigation of the law and the facts relating to the allegations of the Complaint and the defenses asserted by Great Western

Bank. In conducting this investigation, Plaintiffs' counsel have, among other things, reviewed several thousand pages of documents, have been involved in numerous depositions and conversations with witnesses, and have participated in numerous court hearings related to this matter. An impartial mediator also has met with Plaintiffs' counsel and Great Western Bank.

Plaintiffs and Great Western Bank have engaged in arms-length negotiations which resulted in a conditional agreement to settle the claims against Great Western Bank as set forth in a Mutual Settlement Agreement executed by the parties which is subject to final approval by the Lee County, Iowa, District Court. In agreeing to the Settlement, Plaintiffs and their counsel considered the risks of continued litigation against Great Western Bank and the likelihood of success, balanced against the substantial benefits to the Class which would accrue as a result of the proposed settlement. Plaintiffs, on advice of counsel, have concluded that the proposed settlement of the claims against Great Western Bank is fair, reasonable and adequate and in the best interest of the Settlement Class.

SUMMARY OF CERTAIN SETTLEMENT TERMS

A complete copy of the Settlement Agreement is on file with the Office of the Clerk of the Iowa District Court in and for Lee County at Fort Madison, and is available for review during normal business hours. The following is a summary of certain terms of the proposed Settlement.

Great Western Bank has agreed to pay a maximum of \$200,000 toward the payment of claims to Members, expenses of notice, and fees for class counsel.

As part of the Settlement, Great Western Bank has agreed to make no efforts to collect any remaining amounts owed under any of the Members' installment loan contracts they may now possess. If you exclude yourself from the Settlement by completing and returning the Opt Out Form below, however, Great Western Bank has not agreed to refrain from collection or any other rights Great Western Bank might have on account of any installment loan contract of yours.

As part of the settlement, Great Western Bank has agreed to pay attorneys fees of \$80,000 to class counsel and the Plaintiffs and Great Western Bank have agreed, subject to approval by the Lee County District Court, that all expenses of notice and publication for this settlement should not exceed \$20,000. Any and all fees and expenses and payments to the class counsel allowed by the Court shall be paid out of the proceeds received and **NO MEMBER WILL PERSONALLY BE REQUIRED TO PAY ANY AMOUNTS TOWARD LITIGATION EXPENSES OR ATTORNEYS FEES.**

If the terms of the Settlement are approved by the Court, any and all claims against Great Western Bank and the other Releasees will be released, and all claims, rights, or causes of action which Plaintiffs in the Action, or any Members of the Settlement Class who have not previously excluded themselves or who do not exclude themselves as set forth below ever had, or now has or hereafter can or shall have against Great Western Bank shall be released and dismissed with prejudice with respect to Great Western Bank. In addition, Plaintiffs and Members of the Class who are not excluded will be permanently barred and enjoined from instituting any lawsuit or other action asserting claims against Great Western Bank or the other Releasees which in any manner relate to the subject of any present or past lawsuit brought against Great Western Bank or the other Releasees by TAI, any Member, the Plaintiffs, or any subsidiary of TAI.

PLAN OF DISTRIBUTION OF THE SETTLEMENT PROCEEDS

The Settlement, if and when finally approved by the Court and not subject to appeal, will ultimately provide funds out of which Members of the Settlement Class with valid claims will share. Upon approval, the parties will collect and compile the claim forms received and determine eligibility of each claim. Once the final roster of allowed claims is completed, the claimants will each be paid a pro rata share of the cash proceeds in proportion of their allowed claim to the gross amount of proceeds available for the payment of claims. It is the parties' intention to mail checks to those Members with allowed claims within 60 days after court approval of the settlement.

HOW TO SHARE IN THE SETTLEMENT FUND AND OBTAIN A CANCELLATION OF DEBT YOU MAY OWE TO GREAT WESTERN BANK

If you wish to participate in the settlement, you **MUST** fill out, sign and notarize the claim form attached and return it to class counsel, Douglas H. Napier, Esq., so he receives it no later than **DECEMBER 10, 2001**. You may not submit a Claim Form if you intend to Opt Out of the class.

IF YOU DO NOT RETURN A CLAIM FORM SO THAT CLASS COUNSEL, DOUGLAS H. NAPIER RECEIVES IT BY DECEMBER 10, 2001, YOUR CLAIM WILL BE REJECTED AND YOU WILL HAVE WAIVED ALL RIGHTS TO RECEIVE ANY OF THE SETTLEMENT BENEFITS. UNLESS YOU REQUESTED EXCLUSION FROM THE SETTLEMENT CLASS, YOU ARE BOUND BY THE TERMS OF THE SETTLEMENT WHETHER OR NOT YOU RETURN A CLAIM FORM.

HOW TO ELECT TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS

Any Member of the Settlement Class may elect to be excluded, but only upon specific request. If a timely and effective request for exclusion is made by any Member of Thousand Adventures, then that Member and anyone else sharing the benefits of that membership, including successive generations, will be excluded from the Settlement Class. **Class Members who timely request exclusion will not be entitled to participate in a distribution of any proceeds from this settlement nor will their obligations to Great Western Bank under their Installment Loan Agreements be discharged, nor will they be bound by any judgment entered herein related to the settlement of the claims against Great Western Bank or Release executed by Plaintiffs on behalf of the Settlement Class.** If you wish to be excluded from the Settlement Class, you must submit the attached Exclusion Request no later than November 5, 2001, to class counsel, Douglas H. Napier, Esq.

If more than a specified number of Members of the class or Members with claims exceeding a specific dollar amount elect to opt out of the proposed settlement, Great Western Bank has the option to void, vacate, and terminate the settlement in its entirety. The specifics are found in the Settlement Agreement on file with the Iowa District Court for Lee County.

If you exercise your right to be excluded from the Settlement Class, you might be precluded from an opportunity to object to or otherwise comment on the settlement, Plaintiffs' counsel's requests for attorneys' fees and costs, or any other proceedings in the Action related to the settlement of the claims against Great Western Bank.

KEEP YOUR ADDRESS CURRENT

As a Member of the Class, you are requested to notify Plaintiffs' counsel, Douglas H. Napier, at the address listed above, of any change in your address.

NOTICE OF HEARING AND RIGHT TO OBJECT

NOTICE IS HEREBY GIVEN THAT, pursuant to an Order of Court dated October 19th, 2001, a hearing shall be held on November 9, 2001, at 10:00 a.m. CST (or at such adjourned dates and times as the Court may direct without further Notice to the Settlement Class), at the Lee County Courthouse, at 7th Street and Avenue F, Fort Madison, Iowa

(a) To determine whether the proposed settlement is fair, reasonable and adequate and in the best interest of the Class of Members and should be approved by the Court and

whether Plaintiffs may execute a release of the claims against Great Western Bank and the other Releasees with prejudice;

(b) To consider the applications of attorneys for Plaintiffs and the Class for an award of fees and reimbursement of expenses;

(c) To determine and review whether to certify this matter as a class action lawsuit; and

(d) To consider such other matters as the Court may deem proper and necessary.

As a Member of the Class, you are not required to do anything in order for the Settlement to be approved. You may, however, appear at the Settlement hearing, in person, or through counsel of your own choice, and show cause, if any, why the proposed Settlement should not be approved, why a release of the claims against Great Western Bank with prejudice should not be permitted, why the attorneys for the Plaintiffs and for the Class should not be awarded fees and reimbursement of expenses as requested; provided, however, that **no one shall be heard or entitled to contest any of the foregoing unless that person has filed with the Clerk of the Court for the Iowa District Court in and for Lee County on or before November 5, 2001, and, on or before said date, has served by actual delivery on counsel for the Plaintiffs:**

Douglas H. Napier, Esq.,
Attorney at Law
NAPIER, WOLF & NAPIER
607 Eighth Street, Suite One
Fort Madison, IA 52627-2805

and on counsel for Great Western Bank:

Thomas O. Ashby, Esq.
BAIRD HOLM LAW FIRM
1500 Woodmen Tower
Omaha, NE 68102-2068

a written, signed statement containing the following information:

- (i) the name, address and telephone number of the objector;
- (ii) the grounds or reasons for the objection(s); and
- (iii) date of mailing of the objection(s).

FURTHER INFORMATION

The foregoing description of the Action, the proceedings to be held, the activities leading to the Stipulations, the terms of the Stipulation, the terms of the release of the claims against Great Western Bank and other matters described herein, is not all inclusive. Accordingly, you are referred to the pleadings and other documents, including the Stipulation filed with the Court, which may be examined in person during regular business hours at the office of the Clerk of the Court of the Iowa District Court for Lee County at Fort Madison.

Additional and updated information may be found on the website of the National Association of Members located at www.natlassoc.com/greatwestern.htm.

DO NOT CALL THE CLERK OF COURT. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS OVER THE TELEPHONE.

ALL INQUIRIES regarding this Notice, or the class action, or the proposed settlement should be addressed, in writing, to the following attorneys for the Plaintiffs and the Class at the following address:

Douglas H. Napier, Esq.,
Attorney at Law
Napier, Wolf & Napier
607 Eighth Street, Suite One
Fort Madison, IA 52627-2805

Or by email to:

napierwolf@aol.com
Attorneys for the Representative
and Class Plaintiffs

Clerk Of The Court
Iowa District Court for
Lee County at Fort Madison
7th & Avenue F
Fort Madison, IA 52627

DATED: _____

OPT OUT FORM

**ONLY FILL OUT THIS FORM AND RETURN IF YOU DO NOT WISH TO PARTICIPATE
IN THE CLASS ACTION LAWSUIT BY THOUSAND ADVENTURE MEMBERS AGAINST
GREAT WESTERN BANK**

*By filling out this form and mailing to the address below, you will be **opting out** of the class of Thousand Adventures Members and **will not be able to participate in any recovery** obtained through this lawsuit, nor will you be able to receive any other benefits from settlements with defendants, including the forgiveness of amounts owed under the retail installment contracts. Be certain you understand the effect of opting out of the class before signing and returning this form.*

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: (____) _____

E-mail address: _____

Thousand Adventures Membership Number: _____ (Important)

Social Security Number(s) for each Member: _____

Signed this _____ day of _____, 2001.

By signing this Opt Out Form, I understand that I am giving up all rights to any proceeds that may be received from Great Western Bank in this class action lawsuit.

Signature of Member (or representative)

Signature of Co-Member (if applicable)

Mail completed form to:

*(Must be received by
November 5, 2001.)*

Douglas H. Napier, Esq.
Thousand Adventures Class Action - Opt Out
Napier, Wolf & Napier
607 Eighth Street, Suite One
Fort Madison, IA 52627-2805

THOUSAND ADVENTURE'S, INC. MEMBER CLAIM FORM AGAINST GREAT WESTERN BANK

Fill out this form to be included in the class settlement. If your claim is allowed, you will be sent your share of the class settlement proceeds within the time specified by the Settlement Agreement (including any modification to it approved by the Plaintiffs and Great Western Bank.) By returning this form, you are not prevented from sharing in other amounts that may be collected on behalf of Thousand Adventures Members from sources other than Great Western Bank and its current or former owners, officers, directors, other agents, employees and attorneys.

FAILURE TO RETURN THIS FORM MAY RESULT IN THE FORFEITURE OF YOUR RIGHTS TO COLLECT AGAINST GREAT WESTERN BANK. THIS FORM MUST BE NOTARIZED TO BE CONSIDERED.

IF YOU DO NOT RETURN A CLAIM FORM SO THAT IT IS RECEIVED BY CLASS COUNSEL BY DECEMBER 10, 2001, YOUR CLAIM WILL BE REJECTED AND YOU WILL HAVE WAIVED ALL RIGHTS TO RECEIVE ANY OF THE SETTLEMENT BENEFITS. UNLESS YOU REQUESTED EXCLUSION FROM THE SETTLEMENT CLASS, YOU ARE BOUND BY THE TERMS OF THE SETTLEMENT **WHETHER OR NOT YOU RETURN A CLAIM FORM.**

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: (____) _____

E-mail address: _____

Thousand Adventures Membership Number: _____ (Important)

Social Security Number(s) for each Member: _____

Total Cost of Membership: \$ _____

Amount financed: \$ _____

Total amount of contract payments made: \$ _____ (including down payment)

Date of assignment of membership contract to Great Western Bank (if any and if known) _____

Form of payment of contract Membership cost (for example, payment by "checks" or "VISA card") _____
_____.

Do you believe you have a claim for money from Great Western Bank? _____
_____.

Please include all evidence supporting claim that contract payments were received by Great Western Bank (or any documentation whatsoever or statements in support of any payments received by Great Western Bank) in order to verify claims. For example, if you claim you paid TAI by check or credit card, please attach copies of the canceled check, check register entry, or credit card monthly statement as proof. **FAILURE TO ANSWER ALL QUESTIONS ABOVE MAY RESULT IN REJECTION OF YOUR CLAIM.**

Signed this _____ day of _____, 2001.

