
IN THE IOWA DISTRICT COURT FOR LEE COUNTY AT FORT MADISON

BRIAN and TONI HAMMOND,
GEORGE and NADINE HESS,
DON and DONNA GERBELING,
Individually and on behalf of all
Other persons similarly situated,

Law No. LALA 004645

Plaintiffs,

v.

1. CASCADE FINANCE;
2. FARMERS & MERCHANTS BANK f/k/a NEBRASKA STATE BANK;
3. NORTHEAST NATIONAL BANK;
4. NORTHWEST NATIONAL BANK OF ARLINGTON;
5. COMMUNITY BANK f/k/a/ MOUNTAIN COMMUNITY BANK;
6. FLORIDA ASSET FINANCING;
7. FIRST FAMILY FINANCIAL SERVICES;
8. CAVALRY INVESTMENTS, LLC f/k/a ZIRMAK INVESTMENTS, LP;

Defendants.

PROPOSED STIPULATION FOR RELEASE AND SETTLEMENT

This Proposed Stipulation for Release and Settlement (this “Agreement”) is made as of the dates affixed herein below between and among Brian and Toni Hammond, George and Nadine Hess, Don and Donna Gerbeling, Individually and on behalf of all other persons similarly situated (the “Class,” “Putative Class,” or “Plaintiffs”), and Northeast National Bank (“NENB”) and Northwest National Bank of Arlington (“NWNB”), and nothing in this proposed Stipulation shall be binding on any party hereto or have any legal effect, whatsoever, until all conditions precedent set forth in this Stipulation and in any Court Orders relating thereto have either occurred, been performed, or waived in writing.

WHEREAS, Brian and Toni Hammond, George and Nadine Hess, and Don and Donna Gerbeling filed suit, individually, and on behalf of all other persons similarly situated, against,

among other parties, NENB and NWNB in the Iowa District Court for Lee County at Fort Madison on or about October 25, 2002 in a case styled Brian and Toni Hammond, George and Nadine Hess, Don and Donna Gerbeling, Individually and on behalf of all other persons similarly situated vs. Cascade Finance; Farmers & Merchants Bank f/k/a Nebraska State Bank; Northeast National Bank; Northwest National Bank of Arlington; Community Bank f/k/a Mountain Community Bank; Florida Asset Financing; First Family Financial Services, and Cavalry Investments, LLC f/k/a Zirmak Investments LP; Law No. LALA004645 (the “Hammond Lawsuit”);

WHEREAS, Tony Ross, Brian and Toni Hammond, George and Nadine Hess, Don and Donna Gerbeling, filed suit individually, and on behalf of all other persons similar situated, in the Iowa District Court in and for Lee County at Fort Madison, in a case styled Tony Ross, Brian and Toni Hammond, George and Nadine Hess, Don and Donna Gerbeling, Individually and on behalf of all other persons similar situated v. Thousand Adventures of Iowa, Inc., Law No. LALA 003946 (the “Ross Lawsuit”);

WHEREAS, the Plaintiffs desire to settle the claims asserted against NENB and NWNB in the Hammond Lawsuit upon the terms and conditions hereinbelow set forth and deem such settlement desirable and in the best interests of the members of the Putative Class;

WHEREAS, the Plaintiffs in the Hammond Lawsuit allege certain claims on behalf of themselves and an as yet uncertified Class or Classes of claimants;

WHEREAS, NENB and NWNB timely filed a motion to dismiss alleging a lack of personal jurisdiction and asserting that the Class’ claims are barred by issue preclusion;

WHEREAS, the Court conducted an evidentiary hearing on NENB’s and NWNB’s Motions to Dismiss on November 25, 2003 and entered a Ruling on NENB’s and NWNB’s motions on February 26, 2004 (the “Order”);

WHEREAS, the Court's Order dismissed the Putative Class Plaintiffs' claims with prejudice;

WHEREAS, the putative Class representatives filed a Rule 1.904 Motion with the Court, on which the Court has yet to rule, in an attempt to preserve the Plaintiffs' right to appeal;

WHEREAS, NENB and NWNB timely filed a Resistance to Plaintiffs' Rule 1.904 Motion.

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants and provisions contained in this Agreement, the sufficiency and adequacy of which is expressly acknowledged by the parties' signatures affixed herein below, it is hereby agreed between and among the parties that any existing claim shall be settled and compromised upon the following terms and conditions.

1. Consideration.

a. NENB and NWNB will collectively deposit a total of \$217,000.00 into an escrow account subject to an Escrow Agreement acceptable to the parties (the "Escrowed Funds"). Nothing in this Stipulation or in any Court Order entered relating thereto shall be deemed or construed to create joint and several liability between and among NENB and NWNB. NENB and NWNB acknowledge and agree that they will deposit funds to escrow in accordance with a separate letter agreement between those parties. NENB and NWNB agree to deposit the funds in escrow within ten (10) days from the later of: a Court Order approving this proposed Stipulation of Release and Settlement; or NENB, NWNB, and the Class' counsel's execution of a mutually agreeable form of Escrow Agreement.

NENB and NWNB voluntarily will forward any payment received by NENB or NWNB on the participations attached as Exhibit "A" received during the 3 year period following the Court's approval of this Agreement to Class counsel so that they may be added to the escrow

account. By execution of this Agreement, the Class, its counsel, and all parties bound by this Agreement pursuant to Notice and any Court order approving this Agreement, acknowledge and agree that the payments, if any, under this provision are voluntary and the Class expressly waives any right to an accounting and any right to file suit to collect in any jurisdiction whatsoever.

b. The Plaintiffs, on behalf of themselves and the Putative Class, will prepare and file all necessary pleadings, at their sole cost and expense, in an attempt to get the Court to confirm a settling Class and to approve the proposed settlement. "Class," as used herein, shall mean any person or entity who purchased a campground membership from Thousand Adventures, Inc. or any of its subsidiaries, parents, or affiliates, collectively referred herein as "Thousand Adventures" or "TAI", or Travel America, Inc. (including its subsidiaries, affiliates, predecessors, successors or assigns), and whose membership purchase was financed in whole or in part by executing a consumer retail installment contract with Thousand Adventures or Travel America, Inc. (including their subsidiaries, affiliates, predecessors, successors or assigns). The wholly owned subsidiaries of Thousand Adventures, Inc.; include, but are not limited to Thousand Adventures of Ohio, Inc.; Thousand Adventures of Iowa, Inc.; Thousand Adventures of Alabama, Inc.; Thousand Adventures of Michigan, Inc.; Thousand Adventures of Maryland, Inc.; Thousand Adventures of Missouri, Inc.; Thousand Adventures of Arizona, Inc.; Thousand Adventures of Florida, Inc.; Thousand Adventures of Georgia, Inc.; Thousand Adventures of Illinois, Inc.; Thousand Adventures of Indiana, Inc.; Thousand Adventures of Kansas, Inc.; Thousand Adventures of Kentucky, Inc.; Thousand Adventures of Mississippi, Inc.; Thousand Adventures of Minnesota, Inc.; Thousand Adventures of North Carolina, Inc.; Thousand Adventures of Tennessee, Inc.; Thousand Adventures of Louisiana, Inc.; Thousand Adventures of New York, Inc.; Thousand Adventures of Oklahoma, Inc.

c. In the event the Court confirms a settling Class and conditionally approves the proposed settlement, the Plaintiffs, on their behalf and on behalf of the Class shall, at a minimum, publish notice of the proposed settlement, the content of which is subject to the review and approval of all parties to this Agreement and the Court, to the Class by posting notice of the settlement on the Thousand Adventure Ohio/National Association of members website (www.natlassoc.com), and by mailing notice to their own database of Class members, together with any other notice required by the Court. Any notice must specify the manner and time duration by which any Class member may opt out of the Class and the manner and means by which any such member may attempt to assert his or her claim.

d. In the event any settling Class member opts out of the proposed settlement, NENB and NWNB will have the option, but no obligation, to proceed with the settlement. If any Class member opts out, Plaintiffs shall have ten days from the date of any timely opt out to contact any member opting out and to give them an opportunity to withdraw their opt-out notice.

e. In the event that the Court confirms the settling Class, approves the proposed settlement, and no potential Class member opts out (or NENB and NWNB elect to proceed notwithstanding any opt out), the Plaintiffs, on their behalf and on behalf of the Class, agree to allow the Court's Order to become final, agree not to seek further rehearing or appeal of that Order, and acknowledge and agree that the Order is binding on all Class members.

f. In the event that the Court confirms the settling Class, approves the proposed settlement, and no potential Class member opts out (or NENB and NWNB elect to proceed notwithstanding any opt out), NENB and NWNB will authorize the release of the Escrowed Funds to Class counsel to be held in trust and will agree not to object to Class

counsel's request for reimbursement of expenses (not to exceed \$35,000) nor their request for reasonable attorney's fees (not to exceed one-third of recovery).

g. Neither NENB nor NWNB shall have any responsibility for the distribution of settlement monies to the Class members, and Plaintiffs' counsel acknowledges full responsibility and liability for issuing all settlement monies.

h. Plaintiffs' counsel expressly agrees to bear the responsibility of distribution of all claims and payouts of any settlement proceeds and to be responsible for all claims, payouts and administration of the settlement proceeds. The Released Parties have no responsibility or liability for the distribution of claims, payouts and administration, including the cost thereof.

i. In the event that the Court confirms the settling Class, approves the proposed settlement, and no potential class member opts out (or NENB or NWNB elect to proceed notwithstanding any opt out), counsel for the settling Class agrees to hold the portion of the escrowed funds, if any, released to him under paragraph 1(f) in trust, less any reduction for court approved expenses and attorney fees, and not distribute them to any Class member until such time as all Class claims, litigation including, but not limited to, the Ross Lawsuit, the Hammond Lawsuit, or any other dispute is settled, becomes final, and is unappealable.

j. In the event that the Court does not confirm a settling Class, the Court does not approve the proposed settlement, or there is an opt out that either NENB or NWNB does not, at their sole discretion, elect to waive, the Escrowed Funds will be returned to NENB and NWNB, this proposed settlement will be void and of no force and effect, and the parties to this Agreement will have whatever rights or remedies they had if this proposal had not been made.

k. Class counsel has 30 days from the Court's approval of this Agreement to inspect only those documents in the possession of Iowa counsel for NENB and NWNB that were previously produced for inspection during discovery in the Hammond Lawsuit.

2. Effective Date.

Notwithstanding anything contained in this Agreement, the parties agree and stipulate that unless and until there is or are final, and unappealable Court Order(s) confirming a settling Class, approving this proposed settlement, and there have been no opt outs or any opt outs are waived, this Agreement, including the releases in paragraph 3, shall be of no force and effect.

3. Release.

Release by Plaintiffs and Settling Class.

a. The Plaintiffs and the settling Class hereby absolutely, fully and forever, release, waive, relinquish and discharge NENB and NWNB and their respective former and present officers, directors, shareholders, members, employees, parents, affiliates, predecessors, subsidiaries, trustees, insurers, attorneys, agents, and administrators, and each of them as well as their successors, assigns, heirs, and executors (the "Released Party" or collectively the "Released Parties"), of and from any and all manner of claims, causes of action, debts, liabilities, demands, obligations, costs, expenses, fees, interest, court costs, sums of money, controversies, damages, accounts, reckonings and liens of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, asserted or unasserted, matured or unmatured, liquidated or unliquidated, direct or indirect, which Plaintiffs or the settling Class at any time heretofore had, owned or held or may have had, owned or held from the beginning of time, arising from or related in any way to any claim asserted or that could have been asserted in the Hammond Lawsuit, it being expressly understood that this release is UNLIMITED in scope (the "Released

Claims”). This Agreement is intended for the benefit of the Released Parties, and the benefits of this release accrue to, and are limited to, the Released Parties. The parties acknowledge and agree that this Agreement, including the Release language in paragraph 3(a), is limited to the Released Parties and does not include any other defendant in the Hammond or Ross Lawsuits.

b. With respect to any and all Released Claims, specifically including unknown claims, the settling Class stipulates and agrees that, upon the Effective Date, the Plaintiffs and each member of the Class shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the California Civil Code (to the extent applicable), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Plaintiffs, individually and on behalf of each Class member, upon the Effective Date, shall be deemed to have expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law (to the extent any such law or principle is applicable) that is similar, comparable or equivalent to §1542 of the California Civil Code. The Plaintiffs and each Class member acknowledge that they may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Plaintiffs and each Class member, upon the Effective Date, intend to and shall be deemed to have fully, finally, and forever settled and released any and all claims, accrued or unaccrued, known or unknown, suspected or unsuspected, contingent or non-contingent, asserted or not asserted, whether or not concealed or hidden, which now exist, or

heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge that the foregoing waiver was separately bargained for, and is a key element of the settlement of which this Release is a part.

4. Indemnity and Hold Harmless.

The Class agrees to indemnify and hold the Released Parties harmless of and from any demand, claim, or cause of action asserted by any party arising out of or in any way related to or predicated upon any fact or circumstance related to or arising from, in whole or in part: retail installment contracts with Thousand Adventures, Inc. (including its subsidiaries, affiliates, predecessors, successors or assigns); retail installment contracts with Travel America, Inc. (including its subsidiaries, affiliates, predecessors, successors or assigns); participations in any pool of retail installment contracts including, but not limited to those collectively attached as Exhibit "A;" any claim asserted, or that could have been asserted in the Ross Lawsuit, the Hammond Lawsuit, or any other subsequent suit filed by any one or more settling Class members; any claim based upon any Released Claim; and any claim for statutory or common law contribution, indemnity or the like asserted against a Released Party, whether in same proceeding or separately, for any claim, demand, or action based, in whole or in part, on claims asserted by, a settlement with, or judgment in favor of the Class or any member thereof including, but not limited to any claim, demand, or cause of action by any former, current, or future defendant in any lawsuit or arbitration brought by any member of the Class.

It is expressly agreed between and among the Class, NENB and NWNB that the parties intend that any Court construing this provision should give it the broadest possible legal

construction so as to afford an indemnity in favor of the Released Parties, individually or collectively. The parties acknowledge and agree that this provision is unambiguous; however, in the event any Court were to ever find this provision in any way ambiguous, the parties agree that any ambiguity should be resolved in favor of indemnity for the Released Parties from the Class.

Because of NENB and NWNB's wish to minimize or eliminate any future legal fees, costs and expenses, any liability (direct or indirect) for claims asserted by or derivative of claims by Class members, individually or collectively, the practical and logistical difficulty of enforcing this indemnity provision against any Class member, and the Class members' perceived inability to reimburse NENB or NWNB for any legal fees, costs, expenses, or damages, the parties expressly acknowledge and agree to the following:

a. In the event that any party in the Ross Lawsuit, the Hammond Lawsuit, or any other pending or future proceeding brought by or involving any Class member asserts a claim against a Released Party, whether in contract or tort, statutory or common law, in law or in equity, the Class or any member agrees to file a motion to dismiss or a resistance to the Released Party's joinder; to immediately notify the Court that no Released Party is a necessary or indispensable party; and to immediately stipulate with any party attempting to join the Released Party that:

- (i) the trier of fact will consider any claim against any Released Party although none will be a party; and,
- (ii) in the event any Class member recovers a judgment of or from any party and that party contends that any Released Party is liable for such judgment, in whole or in part, and if the trier of fact so finds, the Class agrees that the party against whom it prevailed will receive a dollar-for-dollar credit for any amount the trier of fact finds any Released Party responsible for, and the Class agrees that the credit will apply before the court enters a final judgment;

b. In the event any Class member enters into settlement negotiations with any party to the Ross Lawsuit, the Hammond Lawsuit or any pending, future or threatened

lawsuit, the Class agrees, as a condition precedent to any settlement, to include language in any such settlement document that the ***“[Settling party] agrees and acknowledges that it has no claim nor will assert such claim for indemnification or contribution from any [Released Party], and that [settling party] expressly releases the [Released Parties] from such claim(s). The inclusion of this language shall inure to the benefit of the [Released Parties] who shall be considered third-party beneficiaries of such provision and can opt to enforce such provision independently.”***

c. In the event the Class proceeds to trial against any current or future party in the Ross Lawsuit, the Hammond Lawsuit, or any party in any subsequent lawsuit or proceeding involving any Class member, the Class will obtain a pre-trial Stipulation signed by all parties and filed with the Court that no party has, or will assert in the future, any claim against any Released Party. In the absence of the aforementioned Stipulation, a copy of which the Class agrees to provide to NENB and NWNB’s counsel, the Class will invoke the procedure outlined in paragraph 4(a) above, move for a continuance, or both as necessary.

d. Notwithstanding anything else in the Agreement, the settling Class acknowledges that its indemnity obligations under paragraph 4 in this proposed agreement are independent and continuing obligations to defend, indemnify, and hold the Released Parties harmless from and against the claims described in this section.

5. Agreement to Extinguish Claims Over.

In addition to the protections provided by the release in paragraph 3 and the indemnity and hold harmless in paragraph 4, the parties agree and intend that the Settlement shall release and protect the Released Parties from all claims, causes of action and liability, directly or indirectly, as described in paragraphs 3 and 4 in this Agreement. No Class member shall recover from any of the Released Parties, directly or indirectly, any sums for any Released Claim, other

than such Class member's share of the Escrowed Funds, as determined in accordance with any plan of allocation or further order(s) of the Court. Further, no Released Party shall be liable to any non-settling defendant or third party on any Claim Over.

For purposes of this Agreement, the term "Claims Over" shall mean and refer to all claims by a non-settling defendant or third party against a Released Party directly or indirectly arising out of or based upon the Released Claims. "Claims Over" include, but are not limited to, all such claims by a non-settling defendant or third party for contribution or indemnity.

Not to limit this protection, but to provide certain mechanisms and obligations to assist in giving it effect, the Parties further agree:

Judgment Reduction.

a. The representative Plaintiffs, for themselves and the Class, agree, that any judgment or award obtained by the Class or a member thereof against non-settling defendant or third party will be reduced by the amount or percentage, if any, necessary to relieve the Released Parties of all liability to such non-settling defendant or third party on Claims Over. The obligation of the Class or affected members thereof under this subsection shall be accomplished by judgment reduction, partial or complete release, settlement credit, setoff, election to recover exclusively under an award for which there is no Claim Over, or such other method as may be permitted by applicable law and necessary to effectuate the Parties' intent to fully protect the Released Parties from all Claims Over; provided, however, that nothing herein shall require the Class or any Class member to reduce a judgment or award obtained against a non-settling defendant or third party if such non-settling defendant or third party has no Claim Over against Released Parties. If the Class or a Class member obtains a judgment that consists of multiple awards, some on causes of action for which the non-settling defendant or third party has a Claim

Over against Released Parties and others on which the non-settling defendant or third party does not, then if an award-specific reduction fully protects NENB and NWNB from Claims Over, the Class or Class member need only reduce those awards for which the non-settling defendant or third party has a Claim Over.

b. Releases to be obtained from settling third parties. Neither the Class nor any member of the Class will settle with any non-settling defendant or third party without obtaining from the non-settling defendant or third party a release of all Claims Over against the Released Parties.

c. The settlement Class to oppose third party claims against the Released Parties. If, in litigation in which members of the Class are asserting claims based upon any fact or circumstance arising out of or related to a Released Claim, or if a third party seeks leave to assert or asserts a Claim Over against any of the Released Parties, the Plaintiffs will immediately oppose the bringing of such claim and seek its dismissal. The Class members involved in such litigation will advise the Court that the Claim Over is unnecessary because the third party will, if necessary, receive by agreement a reduction, release or credit sufficient to extinguish any award on such Claim Over.

6. Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, together with their respective divisions, parents, and subsidiaries or affiliated corporations or entities.

b. The parties hereto acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation and right contained in this Agreement.

c. By execution hereof, the Plaintiffs, individually and on behalf of the Class, represent, covenant and warrant that they are the exclusive owners and holders of all claims arising out of the Lawsuit and that no claims released herein have previously been conveyed, assigned or in any manner transferred, in whole or in part, to any third party. Plaintiffs, individually and on behalf of the Class, expressly represent, covenant and warrant that they have full authority to release any claims that they now have or may have had in the past against the Released Parties.

d. It is understood and agreed that no party to this Agreement admits any liability to any other party, but to the contrary, expressly denies the same. This Agreement is entered to resolve, settle and compromise the matters in dispute between the parties hereto and avoid the cost, expense and effort of protracted and disputed litigation.

e. It is expressly understood that this Proposed Stipulation for Release and Settlement Agreement and any proceedings in connection therewith including, but not limited to, mediation, presentation to the Court and hearing before the Court shall not be construed, argued or claimed as invoking or conferring personal jurisdiction on the Court in the Hammond Lawsuit or that either NENB or NWNB has waived any claims for challenging jurisdiction of the Court herein and, in fact, denies any jurisdiction of the Court over the parties.

f. Plaintiffs shall in any subsequent settlement, compromise, or collection of any judgment of any claim with any defendants in the Hammond Lawsuit, other than NENB and NWNB, or any other cause of action include in any settlement or compromise document, however denominated, or collection of any judgment a provision barring and prohibiting any such defendant(s) from asserting any claim for contribution or indemnification against NENB or NWNB or any successor for any claim that is the subject of the Hammond Lawsuit or in any manner related to the Hammond Lawsuit.

g. The parties agree that the protections afforded a settling party pursuant to Iowa Code §668.6 and §668.7 shall apply to the Released Parties and that the Plaintiffs will include in any Final Court Order approving the Proposed Settlement an acknowledgment that Iowa Code §668.6 and .7 apply. The expressed intent of this provision is to provide NENB and NWNB the protections of a settlement under Chapter 668 of the Iowa Code, in addition to all the provisions of this Proposed Release and Settlement Agreement.

h. The Class agrees and stipulates the Order is res judicata as to the settling Class and all issues raised in the Hammond Lawsuit, so long as this settlement is approved by the Court, no member opts out (or NENB and NWNB have elected to proceed notwithstanding any opt outs).

i. The parties hereto expressly represent and warrant that they are executing this Agreement voluntarily, with the benefit of advice of counsel, without any duress or coercion. The parties hereto fully understand that if any facts concerning the claims giving rise to this Agreement should be found other than or different from the facts now believed to be true, the parties hereto expressly accept and assume the risk of such possible difference in facts and agree that this Agreement shall be and will remain in effect notwithstanding any such difference in facts.

j. The parties hereto warrant and represent to all other parties that no promise, representation, conduct, or consideration by any other party to this Agreement, their owners, agents, servants, employees, attorneys, or persons in privity with them has induced the execution of this Agreement except for those representations and agreements specifically set forth herein.

k. This Agreement, including Exhibits, embodies the entire agreement between the parties hereto, supersedes all prior agreements and understandings, if any, relating to

the subject matter hereof, and may be amended only by an instrument in writing executed jointly by the parties hereto.

l. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original and all of which, when taken together, shall constitute one agreement.

m. The parties hereto shall execute any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonable and necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.

n. Any notice or other communication required to be given pursuant to this Agreement must be in writing and shall be deemed to have been delivered (a) if delivered in person, via courier, or by facsimile (i) when received at the address of the person to whom notice is given, or (ii) upon obtaining evidence of such delivery (e.g., courier receipt or confirmation of facsimile transmission), (b) if sent by a nationally recognized overnight delivery service (e.g., Federal Express, UPS, Airborne Courier), on the first (1st) business day after receipt by such delivery for overnight delivery, or (c) if sent by certified United States Mail (except where actual receipt is specified in this Agreement), on the earlier of the date actually received or two (2) business days after deposited in a receptacle provided by the United States Post Office, addressed to the intended parties at the following respective addresses:

If to NENB:

Richard Snowbarger
Northeast National Bank
P.O. Box 495129
Garland, Texas 75049-5129
Facsimile: 972-681-9847

With a copy to:

David L. Swanson, Esq.
Jenkins & Gilchrist,
A Professional Corporation
1445 Ross Avenue, Suite 3200
Dallas, Texas 75202
Facsimile: (214) 855-4300

James W. Carney, Esq.
Carney, Appleby, Nielsen & Skinner, P.L.C.
400 Homestead Building
303 Locust Street
Des Moines, Iowa 50309-1770

If to NWNB:

Mr. Tom Cravens
Northwest National Bank of Arlington
610 West Randol Mill
Arlington, Texas 76011
Facsimile: 817-265-1106

With a copy to:

David Parks, Esq.
Parks Huffman McVay Shepard & Wells, P.C.
503 East Border Street
Arlington, Texas 76010
Facsimile: 817-469-1000

James W. Carney, Esq.
Carney, Appleby, Nielsen & Skinner, P.L.C.
400 Homestead Building
303 Locust Street
Des Moines, Iowa 50309-1770

If to Plaintiffs:

Douglas H. Napier, Esq.
Napier, Wolf & Napier
607 Eighth Street, Suite One
Fort Madison, Iowa 52627
Facsimile: (319) 372-6764

or to such other substitute address and/or addressee as any party hereto shall designate by written notice to the other party in accordance with the terms of this paragraph 6(n); provided, however, that no such notice of change of address and/or addressee shall be effective unless and until actually received by the party to whom such notice is sent.

p. The parties hereto agree and understand that the terms hereof are contractual and are not merely recitals and that the parties hereto intend to be and are hereby bound by its terms. Each undersigned individual, by his signature below, warrants that he or she is of legal age, legally competent to execute this Agreement and fully authorized by the party hereto on whose behalf he or she signs this Agreement to execute and enter into this Agreement on behalf of such party.

q. If, for any reason, any term, condition or covenant contained in this Agreement is found null, void or otherwise unenforceable, that portion of the Agreement shall be treated as severed and the remainder of the Agreement will remain in full force and effect as if the severed portion were never contained herein.

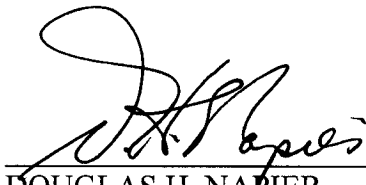
IN WITNESS WHEREOF, this Agreement is executed as of the dates set forth herein below.

Respectfully submitted,

CARNEY, APPLEBY, NIELSEN &
SKINNER, P.L.C.

JAMES W. CARNEY (PK0000003)
GEORGE W. APPLEBY (PK0000099)
400 Homestead Building
303 Locust Street
Des Moines IA 50309
Telephone: 515-282-6803
Facsimile: 515-282-4700

ATTORNEYS FOR DEFENDANTS
NORTHEAST NATIONAL BANK and
NORTHWEST NATIONAL BANK OF
ARLINGTON



DOUGLAS H. NAPIER
607 Eighth Street, Suite 1
Fort Madison IA 52627
Telephone: 319-372-2934
Facsimile: 319-372-6764

ATTORNEY FOR PLAINTIFFS


APPROVED:

NORTHEAST NATIONAL BANK

By: _____

Its: _____

NORTHWEST NATIONAL BANK OF
ARLINGTON

By:  _____

Its:  _____

BRIAN HAMMOND, Individually, and on behalf of the-Class

TONI HAMMOND, Individually, and on
behalf of the Class

GEORGE HESS, Individually, and on
behalf of the Class

NADINE HESS, Individually, and on
behalf of the Class

DON GERBELING, Individually, and on
behalf of the Class

DONNA GERBELING, Individually, and on
behalf of the Class

EXHIBIT A

CERTIFICATE OF PARTICIPATION

Western American National Bank
(Name of issuing bank)

Oct 16, 1997
(Date)

* \$20,622.53
(Amount)

TRIPPLICATE

There has been allotted to Northwest National Bank of Arlington

A participation of Twenty Thousand, Six Hundred Twenty Two Dollars and 53/100s pool
(Spell out amount here)

In a note of Travel America Replacement Contracts
(Maker)

In a pool loan for \$41,245.07 as of 10-16-97
(Total amount of loan)

Dated various Due Various

With interest at ** percent per annum. It is understood and agreed that the

** will accrue interest on this note at To Be Determined

Secured by:

(Please furnish copies of any chattel mortgage, deed of trust or other instruments evidencing collateral except warehouse receipts and similar documents)

* purchase price is 25% of value, which equates to \$5,155.63

In allotting participation to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans

Western American National Bank
(Name of issuing bank)

agrees to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the original lender may not modify, renew, extend, or waive any of the terms of any note or other instrument relating to such loan without the express written consent of participant (or participants). Although the original lender shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral, in exercising any rights, powers, or duties possessed by it, the original lender agrees to exercise the same degree of care which it exercises in the conduct of its own affairs generally. It is also understood that such allotments and the handling of the loans and collateral are for the account, expense and risk of participants.

any sales from this package will be disbursed on a pro-rata basis.

Principal payments:

(Delete the method that does not apply)

1. All payments of principal made by the debtor shall inure to the benefit of the original lender and the participating bank in the same proportion as the amount loaned by each bears to the total amount of the indebtedness.

~~XXXXXX All payments of principal shall be applied solely toward the reduction of the indebtedness to the participating bank until such time as the indebtedness has been satisfied in its entirety. All payments thereafter shall be for the benefit of the original lender until the entire indebtedness is discharged.~~

Accepted Northwest National Bank Arlington Western American National Bank

By Greg M. Pryor By Tom N. Bransford
Tom N. Bransford, Pres. & CEO

Exhibit
Northwest Bank
2

733592
G

CERTIFICATE OF PARTICIPATION

Western American National Bank (as servicer)
(Name of issuing bank)

November 9, 1995
(Date)

\$555,000.00
(Amount)

TRIPPLICATE

There has been allotted to Northwest National Bank of Arlington (NWNB)

A participation of Five Hundred Fifty Five Thousand Dollars and no/100s
(Spell out amount here)

In a note of Thousand Adventures, Inc. Pool No. 11-95
(Maker)

In a ^{pool} loan for One Million Five Hundred Thousand Dollars and no/100s
(Total amount of loan)

Dated various Due various

With interest at * percent per annum. It is understood and agreed that the **NWNB participation represents 37% interest in TAI Pool No. 11-95. WANB and NWNB will share income, principal reductions and expenses including servicing on a pro-rata basis.**

^{NWNB} will accrue interest on this note at 13.00%

***to be determined**

Secured by: _____
(Please furnish copies of any chattel mortgage, deed of trust or other instruments evidencing collateral except warehouse receipts and similar documents)

In allotting participation to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans _____

Western American National Bank (Name of issuing bank)

_____ agrees to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the original lender may not modify, renew, extend, or waive any of the terms of any note or other instrument relating to such loan without the express written consent of participant (or participants). Although the original lender shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral, in exercising any rights, powers, or duties possessed by it, the original lender agrees to exercise the same degree of care which it exercises in the conduct of its own affairs generally. It is also understood that such allotments and the handling of the loans and collateral are for the account, expense and risk of participants. **any sales from this package will be disbursed on a pro-rata basis.**

Principal payments:
(Delete the method that does not apply)
1. All payments of principal made by the debtor shall inure to the benefit of the original lender and the participating bank in the same proportion as the amount loaned by each bears to the total amount of the indebtedness.

~~xx All payments of principal shall be applied solely to the reduction of the indebtedness to the participating bank until such time as the indebtedness has been satisfied in its entirety. All payments thereafter shall be for the benefit of the original lender until the entire indebtedness is extinguished.~~

Accepted Northwest National Bank Arlington Western American National Bank

By George Martin, Executive Vice President By Tom N. Bransford, President & CEO

CERTIFICATE OF PARTICIPATION

Western American National Bank
(Name of issuing bank)

August 2, 1995
(Date)

\$1,000,000.00
(Amount)

TRIPPLICATE

There has been allotted to Northeast National Bank Mesquite (NENEM)

A participation of One Million Dollars and no/100s
(Spell out amount here)

In a note of Thousand Adventures, Inc. Pool # 3-95-I
(Maker)

pool
In a loan for Five Million Dollars and no/100s originally with a balance as of 6-30-95
of \$4,589,684.07 (Total amount of loan)

Dated various Due various

With interest at * percent per annum. It is understood and agreed that the

NENEM participation represents an additional 21.8% interest in TAI Pool #3-95-I. WANB and NENEM will share income, principal reductions and expensed including servicing on pro-rata basis.

will accrue interest on this note at _____

* to be determined

Secured by: _____

(Please furnish copies of any chattel mortgage, deed of trust or other instruments evidencing collateral except warehouse receipts and similar documents)

In allotting participation to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans _____

Western American National Bank

(Name of issuing bank)

_____ agrees to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the original lender may not modify, renew, extend, or waive any of the terms of any note or other instrument relating to such loan without the express written consent of participant (or participants). Although the original lender shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral, in exercising any rights, powers, or duties possessed by it, the original lender agrees to exercise the same degree of care which it exercises in the conduct of its own affairs generally. It is also understood that such allotments and the handling of the loans and collateral are for the account, expense and risk of participants. **any sales from this package will be disbursed on a pro-rata basis.**

Principal payments:

(Delete the method that does not apply)

1. All payments of principal made by the debtor shall inure to the benefit of the original lender and the participating bank in the same proportion as the amount loaned by each bears to the total amount of the indebtedness.

~~XXXXXX All payments of principal shall be applied solely toward the reduction of the indebtedness of the participating bank until such time as the indebtedness has been reduced to zero. All payments thereafter shall be for the benefit of the original lender, and the participating bank shall have no claim thereon.~~

Accepted Northeast National Bank Mesquite

08-1-78
Western American National Bank

By Doug Bowerman
Doug Bowerman, Vice President

By Tom N. Bransford
Tom N. Bransford, President & CEO

EXHIBIT

2A

CERTIFICATE OF PARTICIPATION

Western American National Bank
(Name of issuing bank)

5-31-94
(Date)

\$500,000.00
(Amount)

TRIPPLICATE

There has been allotted to Northeast National Bank of Mesquite (NENBM)

A participation of Five Hundred Thousand Dollars
(Spell out amount here)

In a note of Thousand Adventures, Inc., Pool 994
(Maker)

pool
In a loan for \$2,853,087.89 as of 5-25-94
(Total amount of loan)

Dated various Due various

With interest at 14.00% percent per annum. It is understood and agreed that the NENBM participation represents a 17.50% interest in TAI Pool #994. WAMB and NENBM will share income, principal reductions and expenses including servicing on a pro-rata basis will accrue interest on this note at _____

Secured by: _____
(Please furnish copies of any chattel mortgage, deed of trust or other instruments evidencing collateral except warehouse receipts and similar documents)

In allotting participation to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans Western American National Bank
(Name of issuing bank)

_____ agrees to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the original lender may not modify, renew, extend, or waive any of the terms of any note or other instrument relating to such loan without the express written consent of participant (or participants). Although the original lender shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral, in exercising any rights, powers, or duties possessed by it, the original lender agrees to exercise the same degree of care which it exercises in the conduct of its own affairs generally. It is also understood that such allotments and the handling of the loans and collateral are for the account, expense and risk of participants. **any sales from this package will be disbursed on a pro-rata basis.**

Principal payments:

(Delete the method that does not apply)

1. All payments of principal made by the debtor shall inure to the benefit of the original lender and the participating bank in the same proportion as the amount loaned by each bears to the total amount of the indebtedness.

2. All payments of principal shall be applied solely toward the reduction of the indebtedness to the participating bank until such time as the indebtedness has been satisfied in its entirety. All payments thereafter shall be for the benefit of the original lender until the entire indebtedness is extinguished.

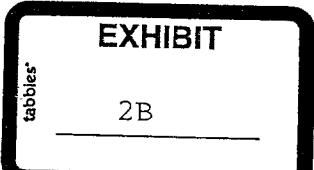
Accepted Northeast National Bank Mesquite

Western American National Bank

021686

By David Wall - Pres/CFO
BY:

By Tom N. Bransford
BY: Tom N. Bransford, Pres. & CEO



Notice of Proposed Settlement

To All Former **Thousand Adventures and Travel America Members**:

Please be advised that there is pending before the Iowa District Court in and for Lee County a Motion to Approve a Settlement with Northeast National Bank and Northwest National Bank of Arlington in a class action filed on behalf of persons and entities who purchased campground memberships from Thousand Adventures, Inc. or Travel America, Inc. and their subsidiaries. The settlement provides for the payment of \$217,000 into a fund for the benefit of the class as well as other non-cash consideration. A complete copy of the proposed settlement agreement can be found at www.natlassoc.com.

A hearing on this proposed settlement is scheduled for _____, 2005, at ____:____ CST at the Henry County Courthouse in Mount Pleasant, Iowa. ***You do not need to attend.***

If you wish to share in this settlement, do nothing. If you wish to opt out of the class you must notify class counsel in writing by _____, 2005 at the following address:

Douglas H. Napier
TAI OPT OUT
607 Eighth Street
Suite One
Fort Madison, IA 52627

If you opt out of this settlement, you will NOT be eligible to receive any part of the settlement proceeds.

For more information, go to www.natlassoc.com or email class counsel at napierwolf@aol.com or write to class counsel at: Napier, Wolfe & Napier, TAI Settlement, 607 Eighth Street, Suite One, Fort Madison, IA 52627.