

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement And Release is entered on the 4 day of October, 2007 between Donna Atchley (hereinafter referred to as Atchley) individually and as representative of the Settlement Class, acting by and through her undersigned counsel (hereinafter referred to as Class Counsel) and Nations Tile Agency, Inc (hereinafter referred to as Nations).

WHEREAS, on June 23, 2006 Atchley filed the Petition For Individual And Class Action Relief (hereinafter referred to as the Petition) in the Circuit Court of Jackson County, Missouri Case No. 0616-CV17169.

WHEREAS, Nations has answered the Petition and denies all liability based on the allegations in the Petition.

WHEREAS, before commencing the action and during settlement negotiations, Class Counsel conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of their claims and potential claims to determine how to best serve the interests of Atchley and the Settlement Class.

WHEREAS, the parties have engaged in discovery in Case No. 0616-CV17169.

WHEREAS, the parties hereto have, through counsel, engaged in extensive arms-length negotiations over many months in an effort to resolve Case No. 0616-CV17169.

WHEREAS, sufficient investigation, discovery, and exchange of information has taken place in Case No. 0616-CV17169 for the parties' counsel to evaluate the merits of the claims and defenses asserted and the appropriateness of certifying that case as a class action.

WHEREAS, as a result of the arms-length, good faith negotiations, the substantial relief available to the Settlement Class under the terms of this settlement, and the attendant risks,

delays, and uncertainties of litigation, the parties desire to compromise and settle Case No. 0616-CV17169 on the terms set forth herein.

WHEREAS, the parties negotiated the compensation proposed to be provided to the Settlement Class Members under this Settlement Agreement and Release separate and apart from any attorneys' fees to be paid to Class Counsel under the terms of this Settlement Agreement And Release.

WHEREAS, given the inherent delay and risk associated with further litigation and appeals as well as the parties' evaluation of the facts and applicable law, Class Counsel and Atchley believe that the terms agreed to herein are in the best interests of the Settlement Class Members and that the settlement is fair, reasonable and adequate.

WHEREAS, Nations expressly denies all allegations of wrongdoing arising out of any of the acts, omissions, facts, transactions, or practices alleged, or that could have been alleged in the litigation. Nevertheless, after consulting with its counsel, Nations has concluded that in light of the costs and risks of litigating Case No. 0616-CV17169, a settlement on the terms agreed to herein are in the best interests of Nations and that the settlement is fair, reasonable and adequate.

NOW THEREFORE, in consideration of the mutual promises and releases contained herein, the parties hereto agree that effective upon Final Approval by the Jackson County Circuit Court of this Settlement Agreement and Release and the Settlement Class and entry of an Order to that effect, the following shall occur.

1. Compensation to Settlement Class Members and Distribution of Settlement Fund

(a) The term Settlement Class means each person or entity from whom Nations collected recording fees to record documents as part of the closing of a real estate transaction in Missouri, Kansas, Iowa, Nebraska, or Colorado from the period June 23, 2001

through June 23, 2007, and the total amount of recording fees collected was greater than the total amount of recording fees actually charged by and paid to the counties to record the documents. The Settlement Fund is an amount equal to the following: 85% of the sum of the total amount of recording fees collected on a per customer basis from all members of the Settlement Class that exceeds the total amount of recording fees actually paid to the respective counties on a per customer basis for all members of the Settlement Class, plus 8% interest on each excess amount compounded annually from the time when the recording fees were collected from each customer until this Settlement Agreement And Release is finally approved by the Jackson County Circuit Court.

(b) From the Settlement Fund, each member of the Settlement Class who can be identified and located will be paid by Nations an amount equal to 85% of the total recording fees over collected, plus 8% interest compounded annually from the time when the recording fees were collected until this Settlement Agreement And Release is finally approved by the Jackson County Circuit Court.

(c) To the extent, if any, there is a balance in the Settlement Fund after the total payments to be made under paragraph 1(b) have been determined, then such balance shall be distributed to each Settlement Class member whom a payment was made under paragraph 1(b). The redistribution amount paid to each such Settlement Class member under this paragraph 1(c) shall be equal to the proportion of that class member's payment under paragraph 1(b), but in no event shall any member of the Settlement Class be paid more than 100% of the recording fee over collected from that person or entity, exclusive of interest. Further, no redistribution payment will be made pursuant to this paragraph 1(c) unless the average payment per class member on the redistribution amount exceeds \$2.00.

(d) All amounts, if any, remaining in the Settlement Fund after payments made pursuant to paragraph 1(b) and paragraph 1(c) shall be paid one-half to a charity designated by Nations and one-half to a charity designated by Atchley.

(e) The amounts to be paid under paragraph 1 shall be paid within 120 days of a signed Order granting final approval of this Settlement Agreement and Release by the Jackson County Circuit Court.

2. Determination of Settlement Class Members

Nations, with oversight and review from Class Counsel, shall diligently undertake reasonable efforts at Nations' expense to: 1) identify each Settlement Class member; 2) determine the total amount of recording fees over collected from each class member; and 3) determine the last known address for each Settlement Class member. In determining the last known address, Nations shall take all reasonable steps including review of its records and an NCOA database review.

3. Notice and Administration of Settlement Fund

(a) After Nations has identified the Settlement Class Members, Nations shall mail, via regular first class mail, to each Settlement Class member at that person's or entity's last known address a Notice in the form of that attached hereto, or alternatively as agreed to and approved by the Circuit Court of Jackson County.

(b) Nations shall publish notice in the form attached hereto in the newspaper with the largest daily circulation in those states that are part of this class in which Nations does business, consecutively on two days in a form customarily used for the publication of legal notices.

(c) Nations shall review each objection received from a Settlement Class member as to the total amount of over collected recording fees determined by Nations for such Settlement Class member. If Nations agrees with such objection, then the amount paid to such Settlement Class member shall be adjusted accordingly. If Nations disagrees with an objection, then such objection shall be submitted to Class Counsel. If Class Counsel agrees with Nations' treatment of the objection, then the Settlement Class member's objection shall be rejected. If Class Counsel disagrees with Nations, then the Settlement Class member's objection shall be submitted to the court for its review and consideration.

(d) Nations shall be responsible for and pay all costs and expenses caused by or related to notice and administration of the Settlement Fund and implementation of this Settlement Agreement and Release.

4. Payment to Settlement Class Representative Plaintiff

In addition to payment under paragraph 1, Nations agrees to pay Atchley \$6,000. Nations will pay such sum to Atchley within 120 days of a signed Order granting final approval of this Settlement Agreement and Release by the Jackson County Circuit Court.

5. Class Counsel Fees

Nations will pay to Class Counsel an amount of attorney's fees, costs, and expenses that is approved by the Jackson County Circuit Court. Nations will not object to the Jackson County Circuit Court awarding attorney's fees in amount equal to 30% of the Settlement Fund. Class Counsel will not seek an attorney fee in an amount in excess of 35% of the Settlement Fund. The attorney's fees, costs, and expenses paid by Nations under paragraph 5 is in addition to the amounts paid by Nations under paragraphs 1 and 4 and does not in any respect reduce the amount to be paid by Nations to any Settlement Class member. Nations will pay the amounts

under this paragraph within 120 days of a signed Order granting final approval of this Settlement Agreement And Release by the Jackson County Circuit Court.

6. Release and Dismissal

After all appeals have been exhausted from the Order giving final approval to this Settlement Agreement And Release, or after the time for filing of any appeals has expired, whichever shall occur later, and after this Settlement Agreement and Release has been fully performed, Class Counsel shall cooperate with Nations to cause to be entered by the Jackson County Circuit Court in Case No. 0616-CV17169 a Final Judgment of dismissal with prejudice and release by all members of the Settlement Class who do not properly opt out under Mo. R. Civ. P. 52.08(c). By operation of the Final Judgment of dismissal, each Class Member, and each of their respective heirs, assigns, and successors shall be deemed to have fully and irrevocably released and discharged Nations, and any of its officers, directors, and affiliates, from any claims regarding recording fees during the Class Period.

7. Appeal

In the event any appeal is filed from any Order of the Jackson County Circuit Court, then all payment obligations are stayed pending final resolution of any such appeal.

8. Miscellaneous

(a) Class counsel represents and warrants it does not have, other than Atchley or Settlement Class members, any clients with potential over collected recording fee claims against Nations or any of its affiliates.

(b) Nations agrees to adopt and implement a written policy to help ensure that the correct amount of recording fees are collected from parties to a real estate transaction closed by Nations, and to help ensure that any over collected recording fees are refunded to the

appropriate individual or entity, and to make reasonable efforts to refund any overcollection promptly.

(c) The parties agree to cooperate in providing discovery to confirm the identification of the Settlement Class members, the payment to be made to each Settlement Class member, the efforts to locate each Settlement Class member, and any other reasonable discovery bearing on the propriety of the Jackson County Circuit Court certifying a Settlement Class.

(d) The parties agree to cooperate fully with one another to defend the settlement contemplated herein from any legal challenges, whether by appeal, collateral attack or objection.


(e) Neither this document or anything contained herein shall be considered an admission of any fact, or the merits or lack of merits, of any of the claims asserted in the litigation.

(f) This Settlement Agreement and Release constitutes the entire agreement between the parties, and no representations, warranties, or inducements have been made to any party concerning this agreement other than those contained in this document.

(g) The contractual terms of this Settlement Agreement and Release shall be interpreted and enforced in accordance with the substantive law of the State of Missouri, without regard to its conflict of laws and/or choice of law provisions.


(h) This Settlement Agreement and Release shall be binding upon and inure to the benefit of the parties hereto and their affiliates, officers, directors, agents, representatives, heirs, successors, and assigns.

Plaintiff



Donna Atchley
Individually, and as Class Representative

Counsel for Plaintiff Class



Kirk T. May
Phillip G. Greenfield
ROUSE HENDRICKS GERMAN MAY P.C.

Nations Title Agency, Inc.

By: BCF
Its: Amoney
(Title)