

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Great Western Bank, formerly known as Douglas County Bank & Trust Co., a Nebraska corporation having its principal place of business located at 6015 NW Radial Highway, Omaha, NE 68104, and Tony Ross as class representative of the class of Thousand Adventures campground members (hereinafter referred to as “class”). Nothing in this document waives or reduces any rights of the parties hereto, if the agreement reflected in this Settlement Agreement is not approved in timely manner by a court of appropriate jurisdiction. Without limiting the generality of the immediately preceding sentence, nothing in this document estops Great Western Bank from, or shall be used as evidence against Great Western Bank in connection with any, attempting to deny that a class of campground members currently is properly certified by any court. Nothing in this document constitutes an admission or evidence by Tony Ross that any current certification of any class of campground members is improper.

RECITALS

1. This Settlement Agreement is entered into by and between the following parties:
 - a. Tony Ross, George and Nadine Hess, Brian and Toni Hammond, and Don and Donna Geberling, individually and as the putative representatives of the class of campground members, hereinafter individually and collectively referred to as “ROSS.”
 - b. The class of campground members, which includes all present or former members (and their respective heirs, successors, personal representatives, and assigns, and the employees, officers and directors of any corporate members—but no signatory to this Settlement Agreement is aware of any corporate members) of Thousand Adventures, Inc., or any of its affiliates or subsidiaries, assignees or successors. Thousand Adventures, Inc., and any of its affiliates or subsidiaries, assignees or successors, including without limitation Blair Account Systems, Thousand Adventures of Iowa, Inc., Thousand Adventures of Ohio, Inc., Thousand Adventures of Kansas, Inc., Thousand Adventures of Michigan, Inc., Thousand Adventures of Georgia, Inc., and DBV Enterprises of Florida, Inc., as well as the numerous other subsidiaries of Thousand Adventures, Inc., are herein referred to individually and collectively as “TAI.” The definition of class members for purpose of this Settlement Agreement will be consistent with any court order defining the class of members in conjunction with claims against Great Western Bank and with regard to this settlement. It is the parties’ intention that any such class definition will at a minimum include “all persons who executed retail installment contracts in connection with the purchase of a campground membership from Thousand Adventures, Inc. or any of its affiliates or subsidiaries, and whose retail installment contract was pledged in whole or in part as collateral to

Great Western Bank, or whose retail installment contract payments, or whose other payments (if any) made pursuant to or in connection with retail installment contracts, in whole or in part, were used to pay TAI's indebtedness to Great Western."

c. Great Western Bank, formerly known as Douglas County Bank & Trust Co., and any or all affiliates or subsidiaries of Great Western Bank (herein individually and collectively referred to as "Great Western"), and its current or former owners, officers, directors, other agents, employees, and attorneys. No other party is the direct or intended beneficiary of this Settlement Agreement and no part of this settlement shall limit the class from pursuing recovery from any third party, including but not limited to, those parties named in the class' Petition, or other lenders who may have held in whole or in part retail installment contracts from the class members.

2. Tony Ross, and others, have filed a Petition in the Iowa District Court in and for Lee County at Fort Madison, Case No. LALA003946, in connection with campground memberships sold by TAI. Great Western is named among those Defendants. On December 22, 2000, Great Western filed a Notice of Removal and sought to remove this case from Iowa District Court to Federal Court. The class filed a Motion for Remand which is still pending in Federal Court. This case, currently pending in Federal Court as Case No. 00-CV-10236, is herein sometimes referred to as the "Pending Action."

3. In the Pending Action, the class seeks damages from Great Western under various theories, including recovery of amounts paid to Great Western by the class members under the FTC Holder Rule (16 C.F.R. 433 et seq.). Great Western denies any and all liability to the class .

4. In light of the cost of litigation, and the uncertainty of any outcome, and in the interest of a timely resolution of all outstanding issues, the parties mutually desire to resolve this dispute by entering into this mutual settlement agreement.

5. It is understood by the parties that the settlement of the "New Action" defined hereinafter is conditioned upon the approval of the Iowa District Court or such other proper forum where such approval is necessary to give full force and effect to this agreement. The parties anticipate that such approval shall require 1) conditional and final approval of this agreement; 2) conditional and final certification of the class and class representative; 3) sufficient notice to the class, as prescribed by the court; 4) an opportunity for class members to opt out of the class; and 5) a fairness hearing where members having an interest can make objections to the settlement. Final approval per item (1) may be combined with a hearing per item (5), and other combinations also may occur if allowed by the Court and acceptable to Tony Ross and Great Western.

6. The purpose of this agreement is to fully settle and resolve all outstanding issues and disputes that exist between ROSS, the class, and Great Western, including but not limited to the Second Amended Petition filed in the Iowa District Court in and for Lee County on November 21, 2000, and any claim for recovery of payments of any type (whether or not payment of membership purchase price) made pursuant to or in connection with retail

installment contracts, solicitations relating to “prizes,” or return of any memberships in consideration of anticipated refunds, and including but not limited to any issues and disputes whereby ROSS and/or the class claimed to have been damaged by Travel America, Inc., David Vopnford, Consumer Loan Portfolios, Inc., Travelers Data Services, Tommy Cloud, or anyone else in a way that gives rise to any purported cause of action against Great Western. The release of all claims against Great Western shall in no way prevent or estop ROSS and/or the class from asserting claims against anyone not specifically released by this settlement, even if such claims against such third party are related to or identical to the claims released by this settlement.

TERMS AND CONDITIONS

In consideration of the exchange of mutual promises, and other consideration set out herein, the parties enter into this Settlement Agreement pending approval by the Court on the following terms and conditions:

7. 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. If to achieve such a dismissal the federal court requires burdensomely expensive mailed or print-media-published notice to numerous Members, either Great Western or ROSS may upon reasonable notice in writing rescind this Settlement Agreement, in which case the second sentence of the preamble to this Settlement Agreement shall apply.

8. 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 14 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) in the event that settlement of the New Action is not approved by a court of appropriate jurisdiction.

9. In the New Action, the parties will file a joint motion 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 referenced above. Such Motion shall be in substantially the same form as Exhibit "A", attached, unless the parties hereto, through counsel, hereafter agree to a different Motion. Nothing in the immediately preceding sentence, however, shall impose any duty on counsel to try to negotiate agreement to a different Motion.

10. Conditioned on final approval of the settlement of the New Action after class certification: Great Western commits to contributing up to a maximum of Two Hundred Thousand Dollars (\$200,000) aggregate in cash toward the collective payment of and in full satisfaction of member claims made in conjunction with the settlement, costs of the New Action including notice, and attorney's fees. In addition, Great Western agrees to forgive the remaining unpaid balances of TAI members' retail installment contracts possessed by Great Western (approximately 743) in the estimated approximate amount of \$4,148,000 (estimated assuming no rescission and no payment of any of the face amount financed as allegedly stated in the contracts) and will disavow and release any right of entitlement to receive any additional proceeds thereof, except nothing in this Settlement Agreement requires Great Western to release or disavow any entitlement to proceeds of any class member who opts out of the class or otherwise is excused by a court from settlement of the New Action. From the \$200,000 payable by Great Western, the parties agree that attorney fees to class counsel in the amount of Eighty Thousand Dollars (\$80,000) shall be paid upon the later of (a) final approval of this settlement by the court and (b) any mediation per Paragraph 22 is completed such that no material elements have been unresolved. As used herein, "final approval" shall occur on the date after entry of a written order approving this settlement by the Iowa District Court for Lee County or such other court as shall be mutually acceptable to class counsel and Great Western becomes final and non-appealable .

11. Neither ROSS, the class or class counsel shall seek from Great Western and/or its current or former owners, officers, directors, other agents, employees, and attorneys any additional attorney fees or other reimbursement for legal expense (including without limitation court costs, transcript costs, expert costs, mileage reimbursement, or class representative fee). If as a result of ROSS's First Amended Motion for Remand in the Former Action, which is currently being contested by numerous Defendants, ROSS, the class or class counsel is awarded any legal expense, ROSS and class counsel shall ensure that any such fee award does not prejudice Great Western, although ROSS or class counsel shall remain free to try to collect such fee award from Defendants other than Great Western in the Former Action to the extent collection from such other Defendants cause Great Western to have to pay any part of such collection.

12. To try to obtain court approval of this settlement, Great Western, from its \$200,000 maximum payment, agrees to be responsible, up to and only up to the amount of \$20,000, for arranging future notice to the class members, including costs of printing,

distribution and postage. Nothing in this Settlement Agreement, however, shall obligate Great Western to pay any court costs or notice costs that have been incurred before the date of this Settlement Agreement. It is understood that at a minimum direct notice, by regular mail, will be given to (a) approximately 743 class members whom Great Western has identified as members whose contracts were possessed by Great Western, and (b) approximately 1,300 purported class members who identified themselves as current or former members of TAI's campground network and are listed on class counsel's log records. Additional notice may, at the discretion of Great Western and by order of the Court, include notice by publication in newspapers and/or trade journals, direct mail to other members whose addresses can be ascertained, internet posting, and other forms reasonably calculated to give notice to the class. All costs of notice (which are capped at \$20,000 as to Great Western's responsibility) shall be credited to the total cash commitment made by Great Western under this agreement.

13. If following notice no class is certified sufficient to include the minimum class described in the last sentence of Paragraph 1.b., Great Western may upon reasonable notice in writing to ROSS rescind this Settlement Agreement, in which case Tony Ross and any other named Plaintiffs shall immediately dismiss Great Western from the Iowa District Court New Action, without prejudice to refiling. If a class sufficiently large to meet the minimum class defined in the last sentence of Paragraph 1.b. is certified but if the Court does not approve the settlement of the New Action, Tony Ross and any other named Plaintiffs shall immediately dismiss Great Western, without prejudice to refiling, from the New Action; provided, however, if Great Western requests class counsel to seek reconsideration of the Court's failure to approve the settlement of the New Action, Tony Ross and any other named Plaintiffs shall timely and promptly move for such reconsideration and, if approval of the settlement of the New Action still is not granted by the Court, upon written request by Great Western, Tony Ross and any other named Plaintiffs shall immediately dismiss the New Action against Great Western, without prejudice to refiling. Nothing in this Settlement Agreement shall allow any party hereto to argue in the New Action for certification of a class for other than settlement purposes, settlement review being the purpose of the New Action. If more than 25 members elect in writing to opt out of the class settlement, or if the claims of the members who elect in writing to opt out of the class settlement exceed \$35,000, Great Western may, upon reasonable notice in writing to ROSS rescind this Settlement Agreement, in which case Tony Ross and any other named Plaintiffs shall immediately dismiss Great Western from the New Action, without prejudice to refiling.

14. The tolling of the defenses of laches and statute of limitations referred to above in Paragraph 8 shall expire on midnight of the 30th day following any dismissal without prejudice of the New Action per the immediately preceding paragraph.

15. The parties shall propose notice to the class in substantially the same form as the draft notice attached as Exhibit "B".

16. Subject to the conditional court approval in the New Action, the members shall be given a reasonable period of time (not to exceed 30 days from mailing of notice of right to opt

out to the members described in subparagraphs (a) and (b) of Paragraph 12 hereinabove) to opt out of the class, file any comments or objections to the settlement, and submit a claim form as set out in the attached notice, or otherwise prescribed by the Court.

17. After the time period for submitting claims has expired, the claims shall be compiled and evaluated. Only those (1) 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 (2) 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. Before submitting the dispute to Mr. Calkins as arbitrator, if a Member has submitted a disputed claim without sufficient evidence of payment, such Member shall be given a reasonable opportunity (not to exceed 45 days after the deadline for postmarking claim forms specified in the original Notice of Class Action Lawsuit and Proposed Class Settlement with Great Western Bank & Claim Form), to provide such evidence that Great Western was the recipient of such payments and the amount of such payments, and Great Western shall be given a reasonable opportunity thereafter to submit rebuttal evidence, if any. 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 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.

18. 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 retail 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.

19. Upon the completion of all terms of this agreement, Great Western agrees to the following: Grant access to class counsel to all documents relating to, and including, the retail installment contracts, collection reports and notices, correspondence, etc. in Great Western's possession, from time to time upon reasonable request by class counsel. Such access shall be granted promptly after reasonable request by class counsel. Great Western agrees to allow class counsel to make reasonable arrangements for photocopying, at no expense to Great Western, such documents. Nothing in this Settlement Agreement, however, waives any attorney-client privilege of Great Western, work product doctrine protection in favor of Great Western, or any other privilege or immunity of Great Western as concerns documents such as documents prepared by or received from Great Western's attorneys.

20. 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, 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, resorts, recreational facilities or plans (campgrounds, resorts, and recreational facilities or plans being hereinafter referred to as "campgrounds" or "campground") or campground contracts or representations pertaining to campgrounds used, owned, operated or controlled by TAI, Travel America, Inc., David Vopnford, Barbara Vopnford, Travelers Data Services, 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.

21. The parties agree to act in good faith in carrying out the conditions and terms of this settlement and all collateral acts necessary to carry out its purposes. If the parties discover a material element has been overlooked in the formation of this settlement and cannot agree on such element, the parties agree to reconvene mediation with Richard Calkins, Des Moines and agree to split any costs of mediation incurred. Nothing in the immediately preceding sentence, however, shall postpone or excuse compliance with Paragraphs 7 through 9 hereinabove. The parties firmly believe that this Settlement Agreement contains all material elements. Any party claiming that a material element has been overlooked shall have the burden of proving the same by clear and convincing evidence, and it shall not be a justification for overlooking a material element to claim that another party hereto did not disclose information to the party claiming a material element is omitted. No income tax considerations can provide a basis for any material omission.

22. This Settlement Agreement, including all attached Exhibits hereto, shall constitute the entire agreement among the parties with regard to the subject matter of the Settlement Agreement and shall supersede any previous settlement agreements and understandings between the parties. Nothing in the immediately preceding sentence implies any previous settlement agreements exist. This Settlement Agreement may not be changed, modified, or amended except in writing signed by class counsel and Great Western and subject (if required by law) to Court approval.

23. This Settlement Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

24. This Settlement Agreement shall be sole and exclusive remedy for any and all Claims of class members against Great Western and its current or former owners, officers, directors, other agents, employees and attorneys. Upon entry of an order approving the settlement described in this Settlement Agreement by a court of appropriate jurisdiction each class member who has not timely opted out of the class shall be barred from initiating, asserting, or prosecuting any Claims (or from encouraging anyone else to prosecute any Claims) against Great Western and/or its current or former owners, officers, directors, other agents, employees and attorneys. In the event any class member tries to prosecute an action in contravention of this Settlement Agreement, class counsel shall forward a copy of the Settlement Agreement to such member and advise the member of the releases provided pursuant thereto, and as necessary assist Great Western in ensuring the court approval in the New Action of the settlement is given full faith and credit.

25. This Settlement Agreement shall be deemed to be a contract. If one of the individuals included in the definition of ROSS does not sign the Settlement Agreement, upon written request by Great Western to class counsel, class counsel shall sign on behalf of each such individual nonsignatory. To the extent this Settlement Agreement contains provisions conflicting with any Exhibit hereto or with any motion to approve the settlement of the New Action, the provisions of this Settlement Agreement shall control.

Dated this _____ day of July, 2001

Tony Ross, individually and
on behalf of the class of Members.

By: _____
Douglas H. Napier,
Attorney for the Class

Tony Ross

Brian Hammond

Toni Hammond

Dated this _____ day of July, 2001

Great Western Bank

By: _____
Its: _____

George Hess

Nadine Hess

Don Geberling

Donna Geberling

