

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

EAST MAINE BAPTIST CHURCH, et al.,	X	
	:	
Plaintiffs,	:	
	:	
v.	:	Case No. 4:05-cv-962 CAS
	:	
REGIONS BANK, et al.,	:	
	:	
Defendants.	:	
	X	

**PROOF OF CLAIM AND RELEASE**

DEADLINE FOR SUBMISSION: **NOVEMBER 26, 2008.**

IF YOU PURCHASED OR OTHERWISE ACQUIRED THE ARCH LEASING CORPORATION TRUST SERIES 1 COLLATERAL TRUST BONDS (“BONDS”) BETWEEN MAY 19, 1995 AND JANUARY 1, 2001, INCLUSIVE, AND YOU ARE STILL THE OWNER OF THE BONDS, YOU ARE A CLASS MEMBER AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. (EXCLUDED FROM THE CLASS ARE (A) THE ARCH MANAGEMENT CORPORATION, ARCH LEASING CORPORATION, ST. LOUIS LEASING CORPORATION AND ANY OF THEIR SUBSIDIARIES AND ANY EMPLOYEES OF THOSE SUBSIDIARIES; (B) ANY UNDERWRITER, BROKER OR BROKER DEALER; (C) ANY TRUSTEES, OFFICERS OR DIRECTORS OF ANY OF THE ENTITIES DESCRIBED IN (A) OR (B) ABOVE; (D) THE SPOUSE OR CHILDREN OF ANY OF THE FOREGOING PERSONS; AND, (E) THE HEIRS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES OF ANY SUCH EXCLUDED PARTY.)

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN **NOVEMBER 26, 2008** TO THE FOLLOWING ADDRESS:

ALCT Bond Settlement  
c/o RSM McGladrey, Inc.  
Claims Administrator  
P.O. Box 1387  
Blue Bell, PA 19422

YOUR FAILURE TO SUBMIT YOUR CLAIM BY NOVEMBER 26, 2008 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

**CLAIMANT’S STATEMENT**

1. I purchased or otherwise acquired Arch Leasing Corporation Trust Series 1 Collateral Trust Bonds (“Bonds”) between May 19, 1995 and January 1, 2001, inclusive. (Do not submit this Proof of Claim if you did not purchase or otherwise acquire ALCT Bonds during this period.)

2. By submitting this Proof of Claim, I state that I believe in good faith that I am a Class Member as defined above and in the Notice of Pendency of Class Action and Proposed Settlement, Motion for Attorneys’ Fees and Settlement Fairness Hearing (“Notice”), or am acting for such person; that I am not a Defendant in the Class Action or anyone excluded from the Class; that I have read and understand the Notice; that I believe that I am entitled to receive a Settlement payment as stated in the Notice; that I elect to participate in the proposed Settlement described in the Notice; and, that I have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Class Member (e.g., as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)

3. I consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim and the above-captioned case (“Class Action”). I understand and agree that my claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my status as a Class Member

and the validity and amount of my claim. No discovery shall be allowed on the merits of the Class Action or Settlement in connection with processing of the Proofs of Claim.

4. I have set forth where requested below all relevant information with respect to each purchase or other acquisition of the ALCT Bonds. I agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.

5. I understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your claim. In some cases the Claims Administrator may condition acceptance of the claim based upon the production of additional information.)

**6. RELEASE:**

A. My signature hereto constitutes a full and complete release, remise and discharge by me and my heirs, executors, administrators, predecessors, successors, and assigns (or, if I am submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Released Parties" of all "Settled Claims" as defined in the Notice and as stated herein.

B. "Settled Claims" shall collectively mean any and all claims, demands, rights, causes of action or liabilities, of every nature and description whatsoever, whether based in law or equity, on federal, state, local, statutory or common law, or any other law, rule or regulation, including both known claims and Unknown Claims (as defined below) that have been or could have been asserted in any forum by any of the Class Members, or the successors or assigns of any of them, whether directly, indirectly, derivatively, representatively or in any other capacity against any of the Released Parties, which arise out of or relate in any way, directly or indirectly, to the allegations, transactions, facts, events, matters, occurrences, acts, representations or omissions involved, set forth, or referred to, or that could have been asserted in the Class Action, including without limitation, claims for breach of contract, claims for negligence, gross negligence, breach of duty of care, breach of duty of loyalty, breach of duty of candor, fraud, negligent misrepresentation, and breach of fiduciary duty, arising out of, based upon or related in any way to (a) the purchase, acquisition, sale, authentication, issuance or disposition of Arch Leasing Corporation Trust Series 1 Collateral Bonds, (b) the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Class Action, (c) any claims arising out of the Indenture Agreement dated January 31, 1995, (d) the handling of the Trust Accounts, and (e) any matters arising out of the administration of ALCT, the administration by the Indenture Trustee, and the sale of ALCT's assets.

C. "Released Parties" means any and all of the following Persons: Regions Bank, Marshall & Stevens, Inc., Doster, James, Hutchison & Ullom, P.C., Michael Doster, Robert Chlebowski, Lynette Frownfelter, and their respective past or present directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, controlling shareholders, attorneys, law firms, accountants or auditors, banks or investment banks, associates, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any entity in which any Released Party has a controlling interest, any members of their immediate families, or any trust of which any Released Party is the settlor or which is for the benefit of any Released Party and/or member(s) of their family or which is or was related to or affiliated with any Released Party, and the legal representatives, heirs, successors in interest or assigns of the Released Parties.

D. "Unknown Claims" shall mean any Released Claims which the Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her, or it, might have affected his, her or its decision not to object to, or opt out of, this Settlement. With respect to any and all Released Claims, the Class Action Parties stipulate and agree that, upon the approval of the Settlement by the Court, the Plaintiffs expressly waive and relinquish, and the Class Members shall be deemed to have, and by operation of the Judgment to be entered by the Court shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the California Civil Code, 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 expressly waive and the Class Members waive any and all provisions, rights and benefits conferred by any law of the United States or of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code. The Plaintiffs and the Class Members may 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 each of them hereby stipulate and agree that the Class Member signing below shall have fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, 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, all Released Claims that are in any way based on or related to conduct which is a breach of contract, 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.

E. This release shall be of no force or effect unless and until, among other things, the Court enters the Judgment, and the Judgment becomes final.

**7. Statement of Claim**

Name(s) of Beneficial Owner(s):

Street No. and Street:

City:  State  Zip Code  -

Foreign Province:  Foreign Country:

Taxpayer I.D. No.   OR Social Security No.

Claimant's Capacity:  Individual  Joint Owners  Estate  Corporation  
 IRA  Other (specify) \_\_\_\_\_

Telephone Number:   -  (Home phone number)

Telephone Number:   -  (Work or cell phone number)

E-mail Address: \_\_\_\_\_

Record Owner's Name (if different from Beneficial Owner listed above):

8. I purchased or otherwise acquired Arch Leasing Corporation Trust Series 1 Collateral Trust Bonds during the period between May 19, 1995 and January 1, 2001, inclusive, and I still own the Bonds. (NOTE: If you acquired your Bonds during this period other than by a purchase, please provide a complete description of how you acquired the Bonds on a separate page.)

Date(s) of Purchase/Acquisition (List Chronologically) Month/Day/Year	Dollar Amount of ALCT Bonds Purchased/Acquired
<input type="text"/> - <input type="text"/> - <input type="text"/>	\$ <input type="text"/> . <input type="text"/>
<input type="text"/> - <input type="text"/> - <input type="text"/>	\$ <input type="text"/> . <input type="text"/>
<input type="text"/> - <input type="text"/> - <input type="text"/>	\$ <input type="text"/> . <input type="text"/>

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PHOTOCOPY THIS PAGE**

9. As of the present time I own ALCT Bonds with a total face dollar amount of \$ \_\_\_\_\_  
 (If none, write 0).

**10. Request for Taxpayer Identification Number:**

Enter taxpayer identification number below for the Beneficial Owner(s) (for most individuals, this is your Social Security Number). The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number  -  -   
 (for individuals)

or

Taxpayer Identification Number  -   
 (for estates, trusts, corporation, etc.)

**11. Certification:**

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding, or (b) I (we) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Capacity of person(s) signing; e.g., owner, beneficial purchaser(s), executor, administrator, trustee, etc.)

Date: \_\_\_\_\_, 2008

THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN NOVEMBER 26, 2008, AND MUST BE MAILED TO:

ALCT Bond Settlement  
c/o RSM McGladrey, Inc.  
Claims Administrator  
P.O. Box 1387  
Blue Bell, PA 19422

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by November 26, 2008, and if a postmark is indicated on the envelope and it is mailed first class, and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.

**REMINDER CHECKLIST**

1. Be sure to sign this Proof of Claim. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
2. If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address.
3. Keep a copy of your completed claim form for your records.

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
PEARL PRESSMAN LIBERTY  
COMMUNICATIONS GROUP

**IMPORTANT LEGAL INFORMATION**

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Claims Administrator  
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