

SETTLEMENT AGREEMENT

The United Effort Plan Trust, by and through its Court-appointed Special Fiduciary, Bruce R. Wisan (“Trust”) and Richard Ream, Thomas Samuel Steed, Don Ronald Fischer, Dean Joseph Barlow, Walter Scott Fischer, Richard Gilbert and Brent Jeffs (“Plaintiffs”) agree to settle and dismiss against the Trust two separate lawsuits entitled Richard Jessop Ream et al. v. Warren Jeffs, et al., Civil No. 040918937 (“Ream et al. Action”) and Brent Jeffs v. Warren Jeffs, et al., Civil No. 040914847 (“Brent Jeffs’ Action”), both of which lawsuits are pending in the Third Judicial District Court of Salt Lake County, State of Utah (hereafter collectively “Lawsuits”).

For the purpose of this Settlement Agreement, the Trust and Plaintiffs hereby agree as follows:

RECITALS

1. In July and August of 2004, Plaintiffs filed the Lawsuits against the Trust and other Defendants, including Warren Jeffs and the Fundamentalist Church of Jesus Christ of Latter Day Saints. Each of the Defendants defaulted by failing to appear and defend against the Lawsuits, thus putting the Plaintiffs in a position to take default against all of the Defendants, including the Trust.

2. Rather than take default judgments against the Trust, on February 17, 2005, Plaintiffs used their Lawsuits for standing to jointly request that the Third Judicial District Court remove Warren Jeffs and the other Trustees of the Trust and to appoint substitute Trustees who would defend the Trust in the Lawsuits and thereby protect the Trust and the homes of the people living on Trust land.

3. Instead of granting the relief requested in the Lawsuits, the Court invited the filing of a separate probate action by the Utah Attorney General, who had filed a Statement of No Objection to Plaintiffs’ requested relief in the Lawsuits.

4. As invited by the Court, and following Plaintiffs' lead, on May 26, 2005, the Utah Attorney General filed a petition commencing a probate action (Case No. 05-3900848) for the purpose of protecting and reforming the Trust ("Trust Reformation Action"). On May 26, 2005, a second petition was filed by certain private beneficiaries. In addition, on May 26, 2005, the Plaintiffs, as "Interested Parties," filed a Notice of Interested Parties and Response to Petitions. On May 27, 2005, a restraining order was issued suspending Warren Jeffs and the other Trustees and appointing Bruce R. Wisan as the Special Fiduciary ("Fiduciary"). On July 21, 2005, the Arizona Attorney General intervened in the Trust Reformation Action. On December 13, 2005, this Court approved a six person Advisory Board to give non-binding input to the Fiduciary. On October 25, 2006, after receiving input from the Advisory Board, Plaintiffs and other parties interested in the Trust, the Honorable Denise P. Lindberg ordered a reformation of the Trust by approving the Reformed Declaration of Trust of the United Effort Plan Trust ("Reformed Trust Declaration") submitted by the Fiduciary.

5. Plaintiffs were initially represented in the Lawsuits by Joanne Suder and her law firm (collectively hereafter "Suder") and desire that as part of this Settlement Agreement Suder be fairly compensated by the Trust for legal services and costs because of the benefit Suder and the Plaintiffs have conferred on the Trust. For the purpose of implementing this Settlement Agreement the Trust is willing to compensate Suder, to the extent indicated below, recognizing that the Plaintiffs have made significant contributions toward preservation of Trust property and reformation of the Trust, for the benefit of all Trust Participants.

6. The Reformed Trust Declaration includes a procedure for all Trust Participants to submit petitions for benefits from the Trust. Specifically, Section 6.1 of the Reformed Trust Declaration states that: "The Board may from time to time distribute Trust Property as they

deem advisable to individual Trust Participants, or all of them in accordance with the Trust's overall purpose as set forth herein."

7. Although the Trust denies any liability to the Plaintiffs and their counsel, the Trust recognizes and acknowledges that Plaintiffs unilaterally opted not to take default judgments against the Trust and have worked to reform the Trust and arrange for benefits to be distributed to Trust Participants, regardless of religious affiliation, in accordance with the overall terms and purpose of the Reformed Trust Declaration.

NOW THEREFORE, based upon the above stated recitals, and in consideration for dismissing the Lawsuits against the Trust, the Plaintiffs and the Trust hereby agree as follows.

SETTLEMENT AGREEMENT

8. The Trust will convey to Plaintiffs or their designee, pursuant to a Special Warranty Deed, title to 21.15 acres of the Trust's undeveloped real property located in Maxwell Canyon (Washington County, Utah) as specifically described in Exhibit "A" attached hereto ("Maxwell Canyon Property"). Title to the Maxwell Canyon Property will be conveyed to the Plaintiffs or their designee free and clear of all liens and encumbrances including property taxes for tax year 2007.

9. Together with the deed discussed in paragraph 8 above, the Trust will pay to the Plaintiffs a sum of money equal to four times the amount of 2007 property taxes for the Maxwell Canyon Property. That amount is calculated as follows: Maxwell Canyon Property (21.15 acres) 2007 tax $\$.84 \times 4 = \3.36 .

10. The Trust will pay \$100,000.00 to Suder for legal fees and costs incurred in exchange for a release of all of Suder's claims against the Trust, the Plaintiffs, Diversity Foundation, 4 Diversity, LLC, Smiles for Diversity, Ultradent Products, Inc., and each of their principals, officers, directors, employees, boards, advisors, fiduciaries, attorneys, agents, heirs, successors, assigns or others. The release of all such claims shall be in a form acceptable to the released parties and must be executed in full on or before court approval of this Settlement Agreement. In no event, shall the Trust be required to pay more than \$100,000.00 to Suder.

11. The Trust shall establish a restricted fund in the amount of \$250,000.00 to be known as the Lost Boys Assistance and Education Fund ("Fund") for the purpose of providing temporary emergency financial assistance, such as food, shelter and other necessities, as well as relief from temporary financial burdens, and also longer term assistance such as education and housing for Trust Participants who have been displaced from their communities and/or families. The Fund shall be composed of two parts as follows:

a. The emergency needs portion ("Emergency Fund") to be funded by the Trust in the amount of \$10,000.00 per increment of funding no later than thirty days after Court approval of the Settlement Agreement. The initial increment of funding in the amount of \$10,000.00 will be paid to the law firm of Hoole & King to be held in a separate trust account established by Hoole & King for disbursement to eligible Trust Participants for emergency needs as the law firm of Hoole & King deems appropriate in accordance with the terms of the Reformed Trust Declaration. Hoole & King may request additional funding increments of \$10,000.00 upon providing an accounting and a report to the Trust as to how previous monies have been disbursed. If the Trust concurs with Hoole & King that funds have been spent appropriately and in accordance with the terms of the Trust, it

may then fund additional increments of \$10,000.00 to Hoole & King in accordance with this Settlement Agreement. The Trust reserves the sole right to determine whether and when to fund any increment other than the first based upon the report and accounting received from Hoole & King.

b. The second portion of the Fund shall be used for longer term needs of Trust Participants such as education, housing during education, etc. ("Education Fund"). The amount of the Education Fund will be the difference between \$250,000.00 and the total amount funded to the Emergency Fund as described in paragraph 11.a. above. Subject to paragraph 11.c. below, the Trust reserves all rights to determine when benefits will be disbursed from the Education Fund. The Trust reserves all rights to determine who receives benefits from the Education Fund. However, the Trust shall accept input and recommendations about needs of Trust Participants from no more than two Special Advisors to be named by the Plaintiffs, which advisors shall serve at no cost to the Trust. The Special Advisors' input will be limited to distributions from the Fund.

c. The Trust will transfer a total of \$250,000.00 to the Fund at the rate of \$50,000.00 per year for the years 2007 through 2011, or earlier.

d. Receiving disbursements from the Fund shall not preclude any Trust Participant from seeking other benefits from the Trust, nor shall it preclude the Trust from distributing other benefits to Trust Participants in accordance with the procedures and purposes set forth in the Reformed Trust Declaration.

12. Except as otherwise specifically provided in this Settlement Agreement, the Trust grants to Plaintiffs and their attorneys, and the Plaintiffs grant to the Trust, the Special Fiduciary and his attorneys, a full and complete release and discharge from any and all claims and causes of

action existing between them at the time of the execution of this Settlement Agreement, whether known or unknown, anticipated or unanticipated, suspected or claimed, direct or indirect, contingent or uncontingent, liquidated or unliquidated, asserted or unasserted, accrued or unaccrued, whether in law or in equity, of any kind, nature, or description, including without limitation claims, causes of action, and remedies pursuant to the Utah Uniform Trust Code, as amended, and including counterclaims, actions, demands, causes of action, suits, controversies, damages, liabilities, losses, remedies, and attorneys fees and expenses of any nature.

13. Within ten (10) days after Court approval of this Settlement Agreement in the Trust Reformation Action:

a. All Plaintiffs (other than Brent Jeffs) shall arrange for the Ream et al. Action to be dismissed with prejudice against the Trust; and

b. Plaintiff Brent Jeffs shall arrange for the Brent Jeffs Action to be dismissed with prejudice against the Trust.

14. This Settlement Agreement shall not release or waive the claims of the Trust or the Plaintiffs against any person or entity not a party to this Settlement Agreement. Specifically, with respect to the Plaintiffs' claims against persons or entities other than the Trust, and the Trust's claims against persons or entities other than the Plaintiffs, this settlement shall not affect, limit, or release the Plaintiffs' or the Trust's claims to, or ability to execute judgments against, property, real or personal, which is not titled in the name of the Trust as of the date this settlement is approved, even if such property is later found to be property of the Trust or property in which the Trust has an interest.

15. Other than as expressly set forth in this Settlement Agreement, Plaintiffs and the Trust will be responsible for all of their own attorneys' fees and costs which have been or may be incurred in the Lawsuits.

16. This Settlement Agreement is subject to Court approval in the Trust Reformation Action. In the event this Settlement Agreement is not approved by the Court in the Trust Reformation Action, nothing in this Settlement Agreement, including the facts set forth in the Recitals, will be binding on any of the parties or be admissible as evidence in any proceeding.

17. This Settlement Agreement shall not preclude Plaintiffs from seeking any other benefits or the Trust from distributing any other benefits to the Plaintiffs in accordance with the procedures and purposes set forth in the Reformed Trust Declaration.

18. This Settlement Agreement may only be modified by express written agreement of the parties.

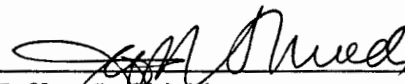
19. Every term and provision of this Settlement Agreement is intended to be severable. Accordingly, in the event any term or provision in this Settlement Agreement is declared illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, such illegality, invalidity, or unenforceability shall not affect the remaining terms and provisions of this Settlement Agreement, which shall remain fully valid, binding, and enforceable, unless doing so will materially alter the relative benefits and burdens of the parties bargained for herein.

20. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

21. This Settlement Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any facsimile signature by the Parties will be deemed a binding signature of this Settlement Agreement.

Dated: ~~March~~ April 3, 2007

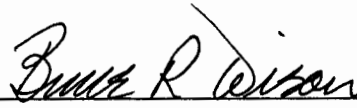
CALLISTER NEBEKER &
MCCULLOUGH



Jeffrey L. Shields
Attorney for Bruce R. Wisan, Court-Appointed Special Fiduciary of the United Effort Plan Trust

Dated: ~~March~~ April 3, 2007

UNITED EFFORT PLAN TRUST



Bruce R. Wisan,
Court-appointed Special Fiduciary of the United Effort Plan Trust

Dated: ~~March~~ ^{APRIL} 3, 2007

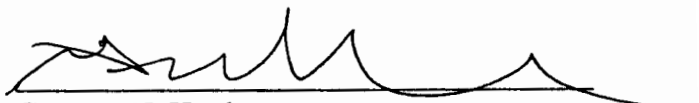
HOOLE & KING



Roger H. Hoole
Attorney for Plaintiffs

Dated: ~~March~~ ^{APRIL} 3, 2007

HOOLE & KING



Gregory N. Hoole
Attorney for Plaintiffs

Dated: March _____, 2007

Richard Jessop Ream, Plaintiff

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Dated: March _____, 2007

CALLISTER NEBEKER &
MCCULLOUGH

Jeffrey L. Shields
Attorney for Bruce R. Wisan

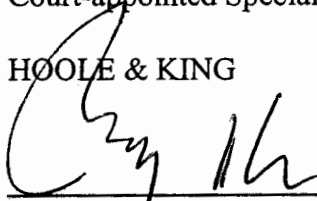
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UNITED EFFORT PLAN TRUST

Bruce R. Wisan, Special Fiduciary
Court-appointed Special Fiduciary

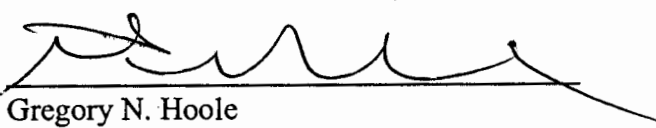
Dated: March 23, 2007

HOOLE & KING




Roger H. Hoole
Attorney for Plaintiffs

Dated: March 23, 2007




Gregory N. Hoole
Attorney for Plaintiffs

Dated: March 23, 2007

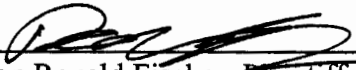


Richard Jessop Ream, Plaintiff

Dated: March 23, 2007


Thomas Samuel Steed, Plaintiff

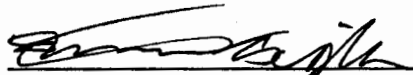
Dated: March 23, 2007


Don Ronald Fischer, Plaintiff

Dated: March 27, 2007


Dean Jessop Barlow, Plaintiff

Dated: March 23, 2007


Walter Scott Fischer, Plaintiff

Dated: March 23, 2007


Richard Gilbert, Plaintiff

Dated: ~~March~~ ^{APRIL} 2nd, 2007



Brent Jeffs, Plaintiff

EXHIBIT "A"

PROPERTY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 27, Township 43 South, Range 10 West, Salt Lake Base and Meridian, the boundaries are described as follows:

Beginning at the BLM monument marking the East Quarter corner of said Section 27 and running thence South $0^{\circ}04'50''$ West a distance of 1185.27 feet along the east line of said Section 27, the westerly line of Water Canyon Road and extension thereof to a point in a curve to the right, having a radius of 117.00 feet; thence 81.53 feet along the arc of said curve and said westerly line; thence South $40^{\circ}00'30''$ West a distance of 6.78 feet to the northerly line of Maxwell Canyon Road; thence along the northerly line of said road the following nine (9) courses: (1) a non tangent curve to the left having a radius of 533.00 feet, a length of 35.65 feet and a chord bearing of North $54^{\circ}57'57''$ West; (2) North $56^{\circ}52'56''$ West a distance of 203.35 feet; (3) a curve to the right having a radius of 567.00 feet, and a length of 262.59 feet; (4) North $30^{\circ}20'52''$ West a distance of 57.27 feet; (5) curve to the left having a radius of 633.00 feet, and a length of 360.42 feet; (6) North $62^{\circ}58'16''$ West a distance of 127.09 feet; (7) curve to the right having a radius of 617.00 feet, and a length of 422.94 feet; (8) North $23^{\circ}41'45''$ West a distance of 97.39 feet; (9) curve to the left having a radius of 333.00 feet, a length of 386.40 feet to a point in the Quarter Section line; thence North $89^{\circ}49'03''$ East a distance of 123.56 feet along said Quarter Section line to the BLM monument at the Center East Sixteenth corner of said Section 27; thence North $89^{\circ}49'48''$ East a distance of 1319.35 feet along said Quarter Section line to the point of beginning. Contains 921,283 square feet or 21.150 acres.

Located in Washington County, State of Utah