

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

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| <p>BUILDERS BANK,</p> <p style="text-align:center">Plaintiff/Counter- Defendant,</p> <p style="text-align:center">v.</p> <p>THE BANK OF NEW YORK MELLON,</p> <p style="text-align:center">Defendant/Counter- Plaintiff.</p> | <p>Case No. 12-cv-200</p> <p>Honorable Harry D. Leinenweber</p> |
| <p>THE BANK OF NEW YORK MELLON</p> <p style="text-align:center">Cross-Plaintiff,</p> <p style="text-align:center">v.</p> <p>NEWLAND GROUP, LLC, RB GROUP DEVELOPMENT, INC, and J.M.C. CONTRACTING CORP.</p> <p style="text-align:center">Cross-Defendants.</p> | |

JUDGMENT ORDER RESOLVING ALL CLAIMS

This matter coming to be heard on the Motion for Entry of Judgment Resolving All Claims (the “Motion for Judgment”) and the Motion for Default and for Judgment Against Newland Group, LLC, RB Group Development, Inc., and J.M.C. Contracting Corp. (the “Default Motion” and, together with the Motion for Judgment, the “Motions”); due and proper notice of the Motions having been given, and this Court being fully advised in the premises;

IT IS HEREBY ORDERED THAT:

1. Default is entered against Cross-Defendants Newland Group, LLC, RB Group Development, Inc., and J.M.C. Contracting Corp. (collectively, the “Cross-Defendants”) on all

claims alleged against them by The Bank of New York Mellon (“BNY”) as a result of their failure to answer or otherwise file any responsive pleading in this proceeding.

2. Judgment is entered in favor of BNY, and against Newland and RBGD on Count I of the Amended Answer, Affirmative Defenses, Counterclaim and Crossclaim of Interpleader by BNY Mellon, N.A. (the “Amended Answer and Counterclaims”), and any right, claim or interest that Newland and/or RBGD may have had against BNY arising from, or related to, the Policy, the Proceeds and/or the Disputed Funds, as those terms are defined in the Default Motion, is hereby extinguished and of no further force and effect.

3. Judgment is entered in favor of BNY, and against the Cross-Defendants and Builders, on all counts included in Count II of the Amended Answer and Counterclaims, and any right, claim or interest that Cross-Defendants may have had against BNY arising from, or related to, the Third Check, as that term is defined in the Default Motion, is hereby extinguished and of no further force and effect.

4. The Clerk of Court (the “Clerk”) is directed to release the Disputed Funds, as that term is defined in the Order Granting Motion to Interplead Funds, entered in the above-captioned proceeding on May 10, 2012, together with all accrued interest thereon, if any, to Builders Bank (“Builders”) within ten business days of the entry of this order.

5. On the eleventh business day following entry of this order, all claims asserted by Builders against BNY in the above-captioned proceeding shall be dismissed with prejudice, provided, however, that if the Clerk fails to release the Disputed Funds to Builders within ten business days following entry of this judgment order, Builders shall be permitted to file an affidavit with this Court verifying the non-release of the Disputed Funds and requesting that this proceeding remain pending until the Disputed Funds are released to Builders.

6. The Disputed Funds constitute the exclusive source of recovery for Builders on the claims alleged against BNY in the above-captioned proceeding, and all claims and/or alleged right to recover amounts in excess of the Disputed Funds are waived by Builders.

ENTERED:

Honorable Harry D. Leinenweber