

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE BANK OF AMERICA CORP.
SECURITIES, DERIVATIVE, AND
EMPLOYEE RETIREMENT INCOME
SECURITY ACT (ERISA) LITIGATION

Master File No. 09 MDL 2058 (PKC)

ECF CASE

THIS DOCUMENT RELATES TO:

Consolidated Securities Action

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement dated as of November 30, 2012 (the “Stipulation”) is submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of the Court, this Stipulation is entered into, by and through their respective undersigned counsel, and embodies the terms and conditions of the settlement between (a) the State Teachers Retirement System of Ohio; the Ohio Public Employees Retirement System; the Teacher Retirement System of Texas; Stichting Pensioenfonds Zorg en Welzijn, represented by PGGM Vermogensbeheer B.V.; and Fjärde AP-Fonden (collectively, “Lead Plaintiffs”), on behalf of the Court-certified Class (defined below); and (b) Bank of America Corporation (“BoA”), Merrill Lynch & Co., Inc. (“Merrill”), Kenneth D. Lewis, John A. Thain, Joe L. Price, Neil A. Cotty, Banc of America Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and the BoA Board¹ (collectively, the “Defendants”).² Subject to the approval of

¹The “BoA Board” consists of: William Barnet III, Frank P. Bramble, Sr., John T. Collins, Gary L. Countryman, Tommy R. Franks, Charles K. Gifford, Monica C. Lozano, Walter E. Massey, Thomas J. May, Patricia E. Mitchell, Thomas M. Ryan, O. Temple Sloan, Jr., Meredith R. Spangler, Robert L. Tillman, and Jackie M. Ward.

²All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in paragraph 1 herein.

the Court and the terms and conditions expressly provided herein, this Stipulation is intended by the Parties hereto to fully, finally and forever compromise, settle, release, resolve, relinquish, waive, discharge and dismiss with prejudice, the above-captioned consolidated securities class action (the “Action”) and all claims asserted against all Defendants therein, and all Released Claims (defined below) as against the Releasees (defined below).

WHEREAS:

A. On September 15, 2008, BoA agreed to acquire Merrill in a stock-for-stock transaction in which shares of Merrill common stock would be exchanged for 0.8595 shares of BoA common stock (the “Merger”). BoA and Merrill issued a Definitive Joint Proxy Statement to shareholders on or about November 3, 2008, and on December 5, 2008, BoA shareholders voted in favor of the issuance of additional shares of BoA stock in connection with the Merger and Merrill shareholders voted to approve the Merger. The Merger was consummated on January 1, 2009.

B. On October 7, 2008, BoA sold 455,000,000 shares of BoA common stock at \$22 per share for net proceeds of \$9.9 billion pursuant to the Registration Statement and Prospectus (the “Secondary Offering”).

C. Beginning in January 2009, numerous putative securities class actions were filed against BoA, Merrill, and certain officers and directors of both companies related to the Merger.

D. By Memorandum Opinion and Order dated June 30, 2009 (the “Consolidation Order”), Judge Denny Chin consolidated the federal securities actions and appointed the Lead Plaintiffs pursuant to the Private Securities Litigation Reform Act of 1995 (the “PSLRA”). In the same Order, the Court also approved Lead Plaintiffs’ selection of Bernstein Litowitz Berger & Grossmann LLP, Kaplan Fox & Kilsheimer LLP, and Kessler Topaz Meltzer & Check, LLP

(f/k/a Barroway Topaz Kessler Meltzer & Check, LLP) as lead counsel for the Class (“Co-Lead Counsel”).

E. On September 25, 2009, Lead Plaintiffs filed their Consolidated Amended Class Action Complaint (the “First Amended Complaint”), which asserted that Defendants had violated federal securities laws and alleged claims on behalf of all persons who: (i) purchased or acquired BoA shares between September 15, 2008 and January 21, 2009, inclusive; (ii) held BoA stock as of October 10, 2008 and were entitled to vote on the Merger; or (iii) purchased BoA common stock in the Secondary Offering, and were damaged thereby.

F. The First Amended Complaint alleged that Defendants violated the federal securities laws by failing to disclose or update prior to the shareholder vote approving the issuance of additional shares in connection with the Merger, facts about (i) Merrill’s billions of dollars of losses during the fourth quarter of 2008 (including, but not limited to, Merrill’s goodwill impairment); (ii) BoA’s agreement to allow Merrill to pay up to \$5.8 billion in bonuses to its employees before the Merger closed, notwithstanding those substantial losses; (iii) the circumstances surrounding the negotiation of the Merger (including the inadequacy of due diligence and pressure from federal regulators); (iv) the purported benefits of the Merger; and (v) BoA’s own deteriorating financial condition. The First Amended Complaint also alleged that Defendants made materially false and misleading statements about these topics. The First Amended Complaint alleged that these actions deceived the investing public in violation of the federal securities laws, artificially inflated the price of BoA stock, and caused putative Class Members to purchase BoA stock at artificially inflated prices.

G. The First Amended Complaint alleged that BoA shareholders voted to issue additional shares while unaware of these material facts. The First Amended Complaint further

alleged that BoA continued to make some of these misstatements and omissions, or failed to update them, following the shareholder vote.

H. The First Amended Complaint further alleged that the Secondary Offering Registration Statement contained untrue statements of material facts and omitted material facts required to be stated in order to make the statements contained therein not misleading. The First Amended Complaint alleged that putative Class Members who purchased BoA common stock pursuant to the Secondary Offering Registration Statement suffered substantial damages as a result of the untrue statements and omissions of material facts in the Secondary Offering Registration Statement, as they either sold these shares at prices below the Secondary Offering price or still held shares as of the date of the initial complaint containing claims under the Securities Act when the price of BoA common stock was below the Secondary Offering price.

I. The First Amended Complaint further alleged that, following the shareholder vote, but before the Merger closed on January 1, 2009, (i) BoA decided that it had grounds to terminate the Merger because of the magnitude of Merrill's losses and BoA's own deteriorating financial condition, and (ii) in order to consummate the Merger and absorb Merrill's fourth quarter losses, BoA obtained a \$138 billion bailout from the Federal Government to prevent BoA's own collapse. The First Amended Complaint alleged that facts related to these events were not disclosed to investors before the Merger closed.

J. The First Amended Complaint further alleged that the truth about Merrill's financial condition was not revealed until mid-January 2009, when several alleged corrective disclosures revealed, according to the First Amended Complaint, that Merrill had suffered a pre-tax loss of more than \$21 billion during the fourth quarter of 2008 and, as a result, BoA had sought and obtained \$138 billion of additional government assistance. The First Amended

Complaint also alleged that on January 21, 2009, it was further reported that, despite Merrill's losses, BoA had allowed Merrill to pay \$3 to \$4 billion in bonuses before the Merger closed, and that, as these facts became known, the price of BoA common stock declined causing damage to putative Class Members. Lead Plaintiffs sought damages for all of their claims based solely on the amount that the price of BoA's securities allegedly dropped as a result of alleged corrective disclosures during January 2009.

K. Based on the facts set forth above, the First Amended Complaint alleged that Defendants violated Sections 14(a), 10(b), and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), and Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 (the "Securities Act"). In addition to BoA and Merrill, the First Amended Complaint named as defendants Kenneth D. Lewis, John A. Thain, Joe L. Price, Neil A. Cotty, Banc of America Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and the BoA Board.

L. On October 6, 2009, Lead Plaintiffs requested a partial modification of the PSLRA discovery stay in order to obtain (1) documents that Defendants produced to various government agencies (including, but not limited to, the Securities and Exchange Commission ("SEC"), Congress and the New York Attorney General) in connection with those agencies' investigations into the Merger, and (2) transcripts of any testimony given in connection with those investigations. On November 16, 2009, Judge Chin issued an Order granting Lead Plaintiffs' request.

M. On March 8, 2010, Defendants requested permission to file a motion to certify to the Delaware Supreme Court the question of whether Lead Plaintiffs' Section 14(a) claims could be maintained directly. Judge Chin granted Defendants' request on March 11, 2010, and Defendants filed their motion, which Lead Plaintiffs opposed, on March 25, 2010.

N. On April 28, 2010, upon Judge Chin's appointment to the United States Court of Appeals for the Second Circuit, this matter was reassigned to the Honorable P. Kevin Castel.

O. All Defendants moved to dismiss the First Amended Complaint. The motions were fully briefed by January 26, 2010, and on June 4, 2010, following a conference with the Court, the Parties submitted supplemental letter briefs to the Court concerning the measure of recoverable damages for Lead Plaintiffs' Section 14(a) claims.

P. On August 27, 2010, the Court issued a Memorandum and Order that granted in part, and denied in part, Defendants' motions to dismiss the First Amended Complaint. Specifically, the Court sustained: (1) Lead Plaintiffs' Section 14(a) claim regarding (i) Merrill's ability to pay bonuses to its employees for fiscal year 2008 prior to the Merger closing, and (ii) Merrill's fourth quarter 2008 losses; (2) Lead Plaintiffs' Section 10(b) claims regarding Merrill's ability to pay bonuses to its employees for fiscal year 2008 prior to the Merger closing; (3) Lead Plaintiffs' Section 20(a) claims for control person liability; and (4) Lead Plaintiffs' Securities Act claims. The Court dismissed Lead Plaintiffs' remaining claims, including Lead Plaintiffs' Section 10(b) claims regarding Defendants' failure to disclose Merrill's fourth quarter 2008 losses and held that allegations relating to events post-dating the December 5, 2008 shareholder vote cannot form the basis of a Section 14(a) claim. In connection with the Court's August 27, 2010 Memorandum and Order regarding Defendants' motions to dismiss, Judge Castel denied Defendants' motion to certify a question to the Delaware Supreme Court.

Q. On September 10, 2010, Defendants filed motions seeking certification for interlocutory appeal or, in the alternative, for reconsideration, of multiple issues decided by Judge Castel in his August 27, 2010 Memorandum and Order related to Defendants' motions to

dismiss. On October 8, 2010, after another full round of briefing, Judge Castel denied all of Defendants' motions.

R. On October 22, 2010, Lead Plaintiffs filed a Consolidated Second Amended Class Action Complaint (the "Second Amended Complaint"), which contained additional allegations in support of Lead Plaintiffs' Section 10(b) claims against Defendants Lewis, Price and BoA related to these Defendants' alleged failure to disclose Merrill's fourth quarter losses and BoA's receipt of the taxpayer bailout. The Second Amended Complaint contained additional allegations bearing on the scienter of BoA, Lewis and Price, including, *inter alia*, allegations that BoA's former General Counsel was not advised of the full extent of Merrill's losses prior to the December 5, 2008 shareholder vote.

S. Defendants moved to dismiss the Second Amended Complaint. After full briefing on Defendants' motions to dismiss the Second Amended Complaint, by Memorandum and Order dated July 29, 2011, the Court sustained Lead Plaintiffs' Section 10(b) claims regarding Defendants' failure to disclose Merrill's fourth quarter losses, but granted Defendants' motion to dismiss Lead Plaintiffs' claims related to Defendants' failure to disclose the taxpayer bailout. Although the Court sustained Lead Plaintiffs' Section 10(b) claims regarding BoA's, Lewis's and Price's alleged failure to disclose Merrill's fourth quarter losses, the Court rejected Lead Plaintiffs' theory that Lewis's and Price's scienter could be established by allegations that they were motivated to commit fraud in order to obtain a favorable result in the shareholder vote or to ensure that the Merger closed.

T. On August 31, 2011, Defendants answered the Second Amended Complaint. Defendants denied Lead Plaintiffs' claims and asserted a number of defenses to liability.

U. On October 17, 2011, Lead Plaintiffs filed their Motion for Class Certification and Appointment of Class Representatives and Class Counsel. After class certification discovery and a full round of briefing, on February 6, 2012, the Court issued a Memorandum and Order granting Lead Plaintiffs' Motion for Class Certification and Appointment of Class Representatives and Class Counsel. Among other things, the Court ruled that while the Lead Plaintiffs had to prove that the alleged omissions were material, they were not obligated to prove that the Class relied on the alleged omissions in making their investment decisions. The Court further ruled that no individualized inquiry was required to determine whether the Proxy materials violated the Class Members' right to vote on the Merger under Section 14(a).

V. On February 21, 2012, Defendants filed with the United States Court of Appeals for the Second Circuit a Petition Pursuant To Fed. R. Civ. P. 23(f) For Leave To Appeal From The District Court's Order Granting Class Certification. After full briefing, on July 23, 2012 the Court of Appeals issued an Order denying Defendants' petition.

W. On February 29, 2012, the Court approved the Class Notice, which was sent to putative Class Members beginning on March 21, 2012. Pursuant to the Court's February 29, 2012 Order, the Class Notice provided these putative Class Members with the opportunity to request exclusion from the Class. The Class Notice explained Class Members' right to request exclusion and set forth the procedure for doing so. To date, 864 requests for exclusion were received pursuant to the Class Notice.

X. Discovery concluded on May 18, 2012. During the course of the litigation, the Parties conducted approximately 60 depositions and produced, reviewed and/or analyzed almost 4.75 million pages of documents. Additionally, in a forty-five day period between March 16,

2012 and April 30, 2012, the Parties exchanged 17 opening and rebuttal reports from 11 different experts accompanied by thousands of pages of exhibits.

Y. On June 3, 2012, Lead Plaintiffs and Defendants filed cross-motions for summary judgment, each of which included briefing, statements of undisputed facts pursuant to Local Civil Rule 56.1, supporting exhibits and expert reports. On June 29, 2012, the Parties filed opposition briefs, counterstatements of facts, responses to statements of undisputed facts and accompanying exhibits. Briefing on the Parties' summary judgment motions was completed on July 17, 2012, when reply briefs were filed, along with accompanying exhibits. The Parties had prepared and submitted well over 700 pages of briefing, statements of undisputed facts, and counterstatements of facts, in addition to approximately 500 exhibits in connection with summary judgment. These summary judgment motions were pending at the time the settlement in principle was reached.

Z. Lead Plaintiffs' motion for summary judgment sought partial summary judgment as to the alleged falsity and materiality of statements related to the projected accretive/dilutive impact of the Merger. The motion focused on statements that Lewis made at BoA's December 5, 2008 shareholder meeting relating to BoA's accretion/dilution forecast, as well as statements that Defendants made about this forecast on September 15, 2008 and in the November 3, 2008 Proxy. In responding to this motion, Defendants argued that the statements at issue were not false, that there was no duty to update them, that they were immaterial as a matter of law, that the individuals who made the alleged statements lacked scienter, that plaintiffs failed to meet the burden necessary to obtain summary judgment on these claims, and that Lead Plaintiffs could not obtain summary judgment on purported misstatements that had not previously been pleaded in the Second Amended Complaint.

AA. Defendants sought summary judgment as to Lead Plaintiffs' Section 14(a) claims on the ground that Lead Plaintiffs failed to adduce evidence that members of the Section 14(a) class sustained any compensable injury or actual damages. Lead Plaintiffs' opposition to this motion articulated Lead Plaintiffs' theory of direct harm to the Class through stock-drop damages as opposed to any injury to BoA itself. In addition, Defendants sought summary judgment as to Lead Plaintiffs' claims under the Exchange Act related to Merrill's bonus payments, as well as to Lead Plaintiffs' claims related to the alleged January 12, 2009 and January 13, 2009 corrective disclosures related to Merrill's fourth quarter losses, on the ground that Lead Plaintiffs failed to establish loss causation for these claims. Defendants also sought summary judgment as to Lead Plaintiffs' bonus-related claims under the Securities Act asserting that they had met their burden of negating causation with respect to these claims.

BB. In addition, Defendants Lewis, Price, Thain, Cotty, and the BoA Board each sought summary judgment on the Securities Act and/or the Exchange Act claims for reasons specific to their individual circumstances. Lead Plaintiffs opposed all such motions.

CC. From August 17, 2012 through September 7, 2012, in preparation for trial, the Parties exchanged preliminary witness lists, exhibit lists, preliminary statements of claims and defenses, and deposition designations and counter-designations for those witnesses that would be unavailable at trial, a joint pretrial report, jury verdict form, stipulated statement of facts, jury instructions, voir dire questions and initial jury remarks, eight *Daubert* motions and 32 separate motions *in limine*.

DD. Between September 11, 2012 and September 18, 2012, the Parties conducted multiple in-person and telephonic meetings in an effort to reach agreement regarding their proposed pretrial submissions to the Court.

EE. The trial in this Action was scheduled by the Court to begin at 10:00 a.m. on October 22, 2012.

FF. At the suggestion of the Court, commencing in August 2010, the Parties first began discussing a potential resolution of the Action in a private mediation. The mediation was conducted by the Honorable Layn R. Phillips, a former federal district court judge in the United States District Court for the Western District of Oklahoma. Although the Parties met several times in person over the course of the next several years, a resolution was not achieved.

GG. The Parties' mediation efforts included several rounds of in-person and telephonic mediation while discovery was ongoing, but the Parties remained no closer to a resolution as fact and expert discovery wound down in the spring of 2012.

HH. With the October 22, 2012 trial date set, the Parties made a final push to bridge the substantial gap between them. With the assistance of Judge Phillips, on September 20, 2012, counsel for BoA and Co-Lead Counsel, on behalf of the Lead Plaintiffs, agreed to enter into a term sheet (the "Term Sheet") to settle and release all claims asserted against all Defendants for \$2,425,000,000 in cash, plus certain Corporate Governance Enhancements to be adopted or continued by BoA, to be subsequently negotiated and agreed upon by the Parties, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

II. On September 27, 2012, BoA and Lead Plaintiffs completed their negotiations on Corporate Governance Enhancements to be implemented or continued by BoA and executed a supplemental term sheet containing those terms.

JJ. On September 28, 2012, in light of the proposed Settlement, the Parties orally requested the adjournment of the trial date, all pre-trial submissions, the final pre-trial conference

and the rendering of the Court's decision on summary judgment, which adjournments were granted by the Court.

KK. This Stipulation (together with the exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients, and reflects the final and binding agreement between the Parties.

LL. This Stipulation constitutes a compromise of matters that are in dispute between the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants, or any other of the Defendants' Releasees (defined below), with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. The Defendants expressly deny that Lead Plaintiffs have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Lead Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' affirmative defenses to liability had any merit. Each of the Parties recognizes and acknowledges, however, that the Action has been initiated, filed and prosecuted by Lead Plaintiffs in good faith and defended by the Defendants in good faith, that the Action is being voluntarily settled with the advice of counsel, and that the terms of the Settlement are fair, adequate and reasonable.

MM. Based upon their investigation, prosecution and mediation of the case, Co-Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to the Lead Plaintiffs and the other members of the Class, and in their best interests. Based on Lead Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, each of the Lead Plaintiffs has agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering (a) the very substantial financial benefit that Lead Plaintiffs and the other members of the Class will receive under the proposed Settlement, (b) the significant Corporate Governance Enhancements that BoA will implement or continue as a result of the proposed Settlement, (c) the significant risks of continued litigation and trial, and (d) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation.

NOW THEREFORE, without any admission or concession whatsoever on the part of Lead Plaintiffs, or any other members of the Class, or Co-Lead Counsel of any lack of merit in any aspect of the claims asserted in the Action, and without any admission or concession whatsoever on the part of the Defendants, or any other of the Defendants' Releasees, or Defendants' Counsel (defined below) of any liability or wrongdoing or of any lack of merit in the defenses Defendants asserted to the claims alleged in this Action, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiffs (individually and on behalf of the Class) and the Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and the PSLRA, that, in consideration of the benefits flowing to the Parties from the Settlement, all Released Claims as against all Releasees shall be fully, finally and forever compromised, settled, released, resolved,

relinquished, waived, discharged and dismissed with prejudice in accordance with and subject to the terms and conditions set forth below.

I. DEFINITIONS

1. As used in this Stipulation, and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) “Action” means the consolidated securities action in the matter styled *In re Bank of America Corp. Securities, Derivative and Employee Retirement Income Security Act (ERISA) Litigation*, No. 09 MDL 2058 (PKC) (S.D.N.Y.), and includes all actions consolidated therein pursuant to the Court’s Consolidation Order.

(b) “Alternative Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Stipulation.

(c) “Authorized Claimant” means a Class Member who submits a timely and valid Proof of Claim Form to the Claims Administrator, in accordance with the requirements established by the Court, that is approved for payment from the Net Settlement Fund.

(d) “BoA” means Bank of America Corporation.

(e) “BoA January 2011 Call Options” means January 22, 2011 call options referencing BoA common stock with the following strike prices: \$2.50, \$5.00, \$7.50, \$10.00, \$12.50, \$15.00, \$17.50, \$20.00, \$22.50, \$25.00, \$30.00, \$35.00, \$40.00, \$45.00, \$50.00, \$55.00 and \$60.00.

(f) “Claim” means a Proof of Claim Form submitted to the Claims Administrator.

(g) “Claim Form” or “Proof of Claim Form” means the form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, that a Claimant or Class Member must

complete and submit should that Claimant or Class Member seek to share in a distribution of the Net Settlement Fund.

(h) “Claimant” means a Person that submits a Claim Form to the Claims Administrator seeking to share in the proceeds of the Settlement Fund.

(i) “Claims Administrator” means the administrator, GCG, Inc., retained by Co-Lead Counsel on behalf of the Class and approved by the Court in connection with the distribution of the Class Notice, to provide all notices approved by the Court to potential Class Members and to administer the Settlement.

(j) “Class” means the class certified by Order of the Court dated February 6, 2012, consisting of:

(i) As to claims under Sections 14(a) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”), all persons and entities who held BoA common stock as of October 10, 2008, and were entitled to vote on the merger between BoA and Merrill, and were damaged thereby; and (ii) as to claims under Sections 10(b) and 20(a) of the Exchange Act, all persons and entities who purchased or otherwise acquired BoA common stock during the period from September 18, 2008 through January 21, 2009, inclusive, excluding shares of BoA common stock acquired by exchanging stock of Merrill for BoA stock through the merger between the two companies consummated on January 1, 2009, and were damaged thereby; and (iii) as to claims under Sections 10(b) and 20(a) of the Exchange Act, all persons and entities who purchased or otherwise acquired January 2011 call options of BoA from September 18, 2008 through January 21, 2009, inclusive, and were damaged thereby; and (iv) as to claims under Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 (the “Securities Act”), all persons and entities who purchased BoA common stock issued under the Registration Statement and Prospectus for the BoA common stock offering that occurred on or about October 7, 2008, and were damaged thereby.

Excluded from the Class by definition are: Defendants, present or former executive officers of BoA and Merrill, present or former members of Merrill’s and BoA’s Board of Directors and their immediate family members (as defined in 17 C.F.R. § 229.404, Instructions). Also excluded from the Class are any Persons who previously submitted a request for exclusion as set forth on Appendix 1 hereto who do not opt back into the Class. If and only if the Court permits a second

opportunity for Class Members to request exclusion from the Class, also excluded from the Class shall be any Persons who exclude themselves by submitting a request for exclusion in connection with the Settlement Notice who do not withdraw their requests for exclusion and whose requests are accepted by the Court.

(k) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

(l) “Class Member” means a Person that is a member of the Class.

(m) “Class Notice” means the notice previously authorized by Order of the Court dated February 29, 2012, which was sent to Class Members in accordance with that Order.

(n) “Class Period” means the time period from September 18, 2008, through January 21, 2009, inclusive.

(o) “Class Representatives” means Lead Plaintiffs and named plaintiff Grant Mitchell who was certified as the representative of purchasers of BoA January 2011 call options on BoA common stock during the period from September 18, 2008 through January 21, 2009, inclusive.

(p) “Co-Lead Counsel” mean the law firms appointed by the Court, Bernstein Litowitz Berger & Grossmann LLP, Kaplan Fox & Kilsheimer LLP, and Kessler Topaz Meltzer & Check, LLP (f/k/a Barroway Topaz Kessler Meltzer & Check, LLP).

(q) “Complete Bar Order” means the bar order, the text of which is set forth in ¶ 33 below, to be proposed to the Court as part of the Judgment, or Alternative Judgment if applicable.

(r) “Corporate Governance Enhancements” means those governance provisions which are required to be implemented or maintained by BoA as set forth in ¶¶ 36-38 below.

(s) “Court” means the United States District Court for the Southern District of New York.

(t) “Defendants” means Bank of America Corporation, Merrill Lynch & Co., Inc., Kenneth D. Lewis, John A. Thain, Joe L. Price, Neil A. Cotty, Banc of America Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, William Barnet III, Frank P. Bramble, Sr., John T. Collins, Gary L. Countryman, Tommy R. Franks, Charles K. Gifford, Monica C. Lozano, Walter E. Massey, Thomas J. May, Patricia E. Mitchell, Thomas M. Ryan, O. Temple Sloan, Jr., Meredith R. Spangler, Robert L. Tillman, and Jackie M. Ward.

(u) “Defendants’ Counsel” means Paul, Weiss, Rifkind, Wharton & Garrison LLP; Cleary Gottlieb Steen & Hamilton LLP; Wachtell, Lipton, Rosen & Katz; Shearman & Sterling LLP; Davis Polk & Wardwell LLP; Debevoise & Plimpton LLP; Baker Botts L.L.P.; Dechert LLP; Cohen & Gresser LLP; and Robbins, Russell, Englert, Orseck, Untereiner & Sauber LLP.

(v) “Defendants’ Releasees” means the Defendants and their respective present and former parents, subsidiaries, divisions and affiliates and the respective present and former employees, members, partners, principals, officers, directors, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, heirs, executors, trusts, trustees, administrators, agents, representatives and assigns of each of them, in their capacity as such.

(w) “Effective Date,” with respect to the Settlement, shall occur upon the occurrence or waiver of all of the conditions set forth in ¶ 39, below.

(x) “Escrow Account” means an account maintained at one or more of the following institutions: The Huntington National Bank, Fifth Third Bank and KeyBank National Association to hold the Settlement Fund, which account shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds therein are paid out as provided for in this Stipulation, and wherein the Settlement Amount shall be deposited and held in escrow.

(y) “Escrow Agent” means the institutions named in subparagraph (x) above at which an Escrow Account is maintained.

(z) “Escrow Agreement” means the agreement between Co-Lead Counsel, BoA and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

(aa) “Final,” with respect to the Judgment, or Alternative Judgment, if applicable, means: (a) if no appeal is filed, the expiration date of the time provided for filing or noticing of any appeal under the Federal Rules of Civil Procedure, i.e., thirty (30) days after entry of the Judgment, or Alternative Judgment, if applicable; or (b) if there is an appeal from the Judgment, or Alternative Judgment, if applicable, the date of (i) final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the Judgment, or Alternative Judgment, if applicable, or (ii) the date the Judgment, or Alternative Judgment, if applicable, is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review of the Judgment, or Alternative Judgment, if applicable, and, if certiorari or

other form of review is granted, the date of final affirmance of the Judgment, or Alternative Judgment, if applicable, following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys' fees, costs or expenses, or (ii) the plan of allocation (as submitted or subsequently modified), shall not in any way delay or preclude the Judgment or Alternative Judgment, if applicable, from becoming Final.

(bb) "First Amended Complaint" means the Consolidated Amended Class Action Complaint filed by Lead Plaintiffs on September 25, 2009.

(cc) "Immediate Family" means, as set forth in 17 C.F.R. § 229.404, Instructions, children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law.

(dd) "Individual Defendants" means Kenneth D. Lewis, John A. Thain, Joe L. Price, Neil A. Cotty, William Barnet III, Frank P. Bramble, Sr., John T. Collins, Gary L. Countryman, Tommy R. Franks, Charles K. Gifford, Monica C. Lozano, Walter E. Massey, Thomas J. May, Patricia E. Mitchell, Thomas M. Ryan, O. Temple Sloan, Jr., Meredith R. Spangler, Robert L. Tillman, and Jackie M. Ward.

(ee) "Insurers" means any and all of the Defendants' insurance carriers who may contribute to the payment of the Settlement Amount.

(ff) "Judgment" means the final judgment and order, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

(gg) "Lead Plaintiffs" means the State Teachers Retirement System of Ohio; the Ohio Public Employees Retirement System; the Teacher Retirement System of Texas;

Stichting Pensioenfonds Zorg en Welzijn, represented by PGGM Vermogensbeheer B.V.; and Fjärde AP-Fonden.

(hh) “Lead Plaintiffs’ Releasees” means the Lead Plaintiffs, the Class Representatives, and all other Class Members, Plaintiffs’ Counsel, including Co-Lead Counsel, and each of the respective present and former parents, subsidiaries, divisions and affiliates and their respective present and former employees, members, partners, principals, officers, directors, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, heirs, executors, trusts, trustees, administrators, agents, representatives and assigns of each of them, in their capacity as such.

(ii) “Litigation Expenses” means costs and expenses incurred in connection with commencing and prosecuting the Action (which may include the costs and expenses of Lead Plaintiffs directly related to their representation of the Class), for which Co-Lead Counsel intend to apply to the Court for reimbursement from the Settlement Fund.

(jj) “Merrill” or “Merrill Lynch” means Merrill Lynch & Co., Inc.

(kk) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; and (iv) any attorneys’ fees awarded by the Court.

(ll) “Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims Administrator and Co-Lead Counsel in connection with (i) providing notice to the Class (including, but not limited to, the Class Notice and the Settlement Notice); and (ii) administering the Claims process as well as the costs, fees and expenses incurred in connection with the Escrow Account.

(mm) “Parties” means the Defendants and Lead Plaintiffs, on behalf of themselves and the Class Members.

(nn) “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability corporation, association, affiliate, joint stock company, government and any political subdivision thereof, legal representative, trust, trustee, unincorporated association, or any business or legal entity.

(oo) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Settlement Notice.

(pp) “Plaintiffs’ Counsel” means Co-Lead Counsel and all other legal counsel who, at the direction and under the supervision of Co-Lead Counsel, performed services on behalf of or for the benefit of the Class.

(qq) “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

(rr) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, *et seq.*, as amended.

(ss) “Released Claims” means all Released Defendants’ Claims and all Released Lead Plaintiffs’ Claims.

(tt) “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description, including both known claims and Unknown Claims, whether based on federal, state, local or foreign statutory law or common law, rule or regulation, whether fixed or contingent, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, to the fullest extent permitted by law against each and any

of the Lead Plaintiffs' Releasees that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in this Action, by Lead Plaintiffs, the Class and their counsel, including Co-Lead Counsel, except for claims relating to the enforcement of the Settlement. Released Defendants' Claims do not include, release, bar or waive claims against: (i) any Person who previously submitted a request for exclusion from the Class as set forth on Appendix 1 hereto and who does not opt back into the Class; or (ii) if and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, any Person who submits a request for exclusion from the Class in connection with the Settlement Notice who does not withdraw his, her or its request for exclusion and whose request is accepted by the Court.

(uu) "Released Lead Plaintiffs' Claims" means any and all claims and causes of action of every nature and description, including both known claims and Unknown Claims, whether based on federal, state, local or foreign statutory law or common law, rule or regulation, whether fixed or contingent, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, to the fullest extent permitted by law that Lead Plaintiffs or any other member of the Class (a) asserted in the Action, or (b) could have asserted against any of the Defendants' Releasees in any forum that (i) arise out of, are based upon or are related to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the First Amended Complaint or Second Amended Complaint; and (ii) that either arise out of or are based upon (a) the purchase or other acquisition of BoA common stock or BoA January 2011 call options during the Class Period, or (b) the holding of BoA common stock that gives rise to a Section 14(a) or 20(a) claim arising out of the vote by record holders of BoA

common stock in connection with the Merger. Released Lead Plaintiffs' Claims do not include, release, bar, or waive: (1) the derivative claims that are being prosecuted on behalf of BoA in the actions that have been coordinated for pretrial purposes with this Action under the caption *In re Bank of America Corp. Securities, Derivative and Employee Retirement Income Security Act (ERISA) Litigation*, No. 09 MDL 2058 (PKC) (S.D.N.Y.), (the "Consolidated Derivative Action"), including *Pinsly v. Holliday*, 12-CV-4778 (S.D.N.Y.) and *Waber v. Lewis*, 12-CV-4568 (S.D.N.Y.); (2) the derivative claims that are being prosecuted on behalf of BoA in the action styled *In re Bank of Am. Corp. Stockholder Deriv. Litig.*, C.A. No. 4307-CS (Del. Ch. Ct.); (3) the derivative claims that are being prosecuted on behalf of BoA in the action styled *Cunniff v. Lewis, et al.*, No. 09 CVS 3978 (N.C. Sup. Ct.); (4) any claims (other than claims for relief predicated on an alleged misrepresentation or omission after September 14, 2008 or claims released pursuant to the Order and Final Judgment in the action captioned, *County of York Employees Retirement Plan v. Merrill Lynch & Co., Inc. et al.*, C.A. No. 4066-VCN (Del. Ch. Aug. 31, 2009)) against any current or former director, officer or employee of Merrill based on any alleged breach prior to January 2, 2009 of any alleged duty to Merrill or its stockholders that have been asserted in (i) the Verified Third Amended Shareholder Derivative and Class Action Complaint filed on July 27, 2009 in the action captioned, *In re Merrill Lynch & Co., Inc. Securities, Derivative and ERISA Litigation*, No. 07 Civ. 9696 (S.D.N.Y.), which was dismissed and is on appeal before the United States Court of Appeals for the Second Circuit under the caption, *Sollins v. O'Neal et al.*, No. 11-1589, or (ii) the Amended Complaint filed on September 14, 2009 in the action captioned, *Lambrecht v. O'Neal et al.*, No 09 Civ. 8259 (S.D.N.Y.), which was dismissed and is on appeal before the United States Court of Appeals for the Second Circuit under the caption, *Lambrecht v. O'Neal et al.*, No. 11-1285; (5) any claims in the action under

the caption *State of New Jersey, Department of Treasury, Division of Investment, on behalf of Common Pension Fund A v. Merrill Lynch & Co., Inc. and Bank of America Corporation*, No. HUD-L-3855-09 (N.J. Sup. Ct.); (6) any claims of any person or entity that submitted a request for exclusion as set forth on Appendix 1 hereto and who does not opt back into the Class; or (7) if and only if the Court permits a second opportunity to request exclusion from the Class, any claims of any person or entity that submits a request for exclusion in connection with the Settlement Notice who does not withdraw his her or its request for exclusion and whose request is accepted by the Court (collectively, the “Excluded Claims”). For the sake of clarity, no claims are being released with respect to securities not covered by the Court-certified Class definition. Additionally, Released Lead Plaintiffs’ Claims do not include claims relating to the enforcement of the Settlement.

(vv) “Releasee(s)” means each and any of Defendants’ Releasees and Lead Plaintiffs’ Releasees.

(ww) “Releases” means the releases set forth in ¶¶ 4-6 of this Stipulation.

(xx) “Second Amended Complaint” means the Consolidated Second Amended Class Action Complaint filed by Lead Plaintiffs on October 22, 2010.

(yy) “Settlement” means the settlement between Lead Plaintiffs and Defendants on the terms and conditions set forth in this Stipulation.

(zz) “Settlement Amount” means Two Billion Four Hundred Twenty Five Million Dollars (\$2,425,000,000) in cash to be paid by or on behalf of the Defendants.

(aaa) “Settlement Fund” means the Settlement Amount plus any and all interest earned thereon.

(bbb) “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(ccc) “Settlement Notice” means the Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be sent to Class Members.

(ddd) “Summary Notice” means the Summary Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses, substantially in the form attached hereto as Exhibit 3 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(eee) “Taxes” means: (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the expenses and costs incurred by Co-Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

(fff) “Unknown Claims” means any Released Claims which Lead Plaintiffs or any other Class Member, each of the Defendants or any of the other Releasees, does not know or suspect to exist in his, her or its favor at the time of the release of each or any of the other Releasees, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the Defendants shall expressly waive, and each of the other Class Members and each of the other Releasees shall

be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs and each of the Defendants acknowledge, and each of the other Class Members and each of the other Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

II. PRELIMINARY APPROVAL OF SETTLEMENT

2. Promptly upon execution of this Stipulation, Lead Plaintiffs will move for preliminary approval of the Settlement and for the scheduling of a hearing for consideration of final approval of the Settlement. Concurrently with the motion for preliminary Court approval, Lead Plaintiffs shall apply to the Court for, and the Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

3. In connection with the motion for preliminary approval of the Settlement, the Parties agree to request that the Court not permit a second opportunity for Class Members to request exclusion from the Class.

III. RELEASE OF CLAIMS

4. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action as against the Defendants and shall fully, finally and forever compromise, settle, release, resolve, relinquish, waive, discharge and dismiss with prejudice, the

Action and any and all Released Claims against each and all of the Releasees upon the occurrence of the Effective Date. This Stipulation does not release the Excluded Claims.

5. Pursuant to the Judgment, or the Alternative Judgment if applicable, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiffs, Class Representatives, and each of the other Class Members, on behalf of themselves, their heirs, executors, administrators, predecessors, successors, affiliates and assigns, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, discharged and dismissed each and every Released Lead Plaintiffs' Claim against the Defendants and the other Defendants' Releasees and shall forever be enjoined from prosecuting any or all of the Released Lead Plaintiffs' Claims against any of Defendants' Releasees. This Release shall not apply to: (i) any Person who previously submitted a request for exclusion from the Class in connection with the Class Notice as set forth on Appendix 1 hereto and who does not opt back into the Class in accordance with the provisions set forth in the Settlement Notice; or (ii) if and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, any Person who submits a request for exclusion from the Class in connection with the Settlement Notice who does not withdraw his, her or its request for exclusion and whose request is accepted by the Court.

6. Pursuant to the Judgment, or the Alternative Judgment if applicable, without further action by anyone, upon the Effective Date of the Settlement, each of the Defendants and each of the other Defendants' Releasees, on behalf of themselves, their heirs, executors, administrators, predecessors, successors, affiliates and assigns, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled,

released, resolved, relinquished, waived, discharged and dismissed each and every Released Defendants' Claim against all of the Lead Plaintiffs' Releasees and shall forever be enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Lead Plaintiffs' Releasees. This Release shall not apply to: (i) any Person who previously submitted a request for exclusion from the Class as set forth on Appendix 1 hereto and who does not opt back into the Class; or (ii) if and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, any Person who submits a request for exclusion from the Class in connection with the Settlement Notice who does not withdraw his, her or its request for exclusion and whose request is accepted by the Court.

7. Notwithstanding ¶¶ 4-6 above, nothing in the Judgment or the Alternative Judgment if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment, or Alternative Judgment, if applicable.

8. The Releases contained in this section were separately bargained for and are essential elements of the Settlement as embodied in this Stipulation.

9. The Parties will seek to obtain from the Court a Judgment as further described in ¶ 33 below, to be entered simultaneously with or promptly after approval of the Settlement as embodied in this Stipulation.

IV. THE SETTLEMENT CONSIDERATION

10. In consideration of the full and complete settlement of the Released Lead Plaintiffs' Claims against the Defendants and other Defendants' Releasees, BoA, on behalf of all Defendants and other Defendants' Releasees, shall pay the Settlement Amount into the Escrow Account. Payment of the Settlement Amount by BoA in accordance with the terms of this Stipulation constitutes the entirety of Defendants' and Defendants' Releasees' payment obligation with respect to this Stipulation. BoA shall pay Five Million Dollars (\$5,000,000) into the

Escrow Account within ten (10) business days of the Court's entry of an order preliminarily approving the Settlement. This initial payment may be used for the purpose of notifying the Class of the Settlement as set forth below in ¶ 17 without further approval from Defendants or further order of the Court. BoA shall pay the balance of the Settlement Amount of Two Billion Four Hundred Twenty Million Dollars (\$2,420,000,000) into the Escrow Account no later than thirty (30) days after the Court's entry of an order preliminarily approving the Settlement. With respect to the Corporate Governance Enhancement provisions set forth below in ¶¶ 36-38 hereof, these enhancements must be implemented or continued within forty-five (45) days following the Court's entry of the Judgment, or Alternative Judgment if applicable.

V. USE OF SETTLEMENT FUND

11. The Settlement Fund shall be used to pay: (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court; and (d) any attorneys' fees awarded by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 21-32 below.

12. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances of less than \$250,000.00 may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in

lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in a non-interest bearing account that is fully insured by the FDIC.

13. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Co-Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Such returns shall be consistent with this paragraph and in all events shall reflect that all Taxes on the income earned on the Settlement Fund shall be paid out of the Settlement Fund as provided below. Co-Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Defendants' Releasees shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Co-Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Co-Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

14. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid by the Escrow Agent pursuant to the disbursement instructions to be set forth in the Escrow Agreement, and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well

as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Defendants' Releasees shall have no responsibility or liability for the acts or omissions of Co-Lead Counsel or their agents with respect to the payment of Taxes, as described herein.

15. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Defendants' Releasee, Insurer or any person or entity who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Proof of Claim Forms submitted, the collective amount of Recognized Claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

16. The Claims Administrator shall discharge its duties under Co-Lead Counsel's supervision and subject to the jurisdiction of the Court. Except as otherwise provided herein, the Defendants' Releasees shall have no responsibility whatsoever for the administration of the Settlement, and shall have no liability whatsoever to any Person, including, but not limited to, the Class Members, in connection with any such administration. Co-Lead Counsel shall cause the Claims Administrator to mail the Settlement Notice and Proof of Claim Form to those members of the Class at the address of each such Person who may be identified through reasonable effort. Co-Lead Counsel will cause to be published the Summary Notice pursuant to the terms of the Preliminary Approval Order or in whatever other form or manner might be ordered by the Court.

17. Prior to the Effective Date, Co-Lead Counsel may pay from the Settlement Fund, without further approval from the Defendants or further order of the Court, all Notice and Administration Costs actually and reasonably incurred, up to an aggregate amount of Five Million Dollars (\$5,000,000). Such costs and expenses shall include, without limitation, the actual costs of publication of the Summary Notice and printing and mailing the Settlement Notice, reimbursements to nominee owners for forwarding the Settlement Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation (including the Supplemental Agreement), all Notice and Administration Costs reasonably paid or incurred, including any related fees, shall not be returned or repaid to BoA, any other Defendant, any of Defendants' Releasees, the Insurers, or any person or entity who or which paid any portion of the Settlement Amount.

VI. ATTORNEYS' FEES AND LITIGATION EXPENSES

18. Co-Lead Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel to be paid from (and out of) the Settlement Fund. Co-Lead Counsel also will apply to the Court for reimbursement of Litigation Expenses, which may include a request for reimbursement of Lead Plaintiffs' costs and expenses directly related to their representation of the Class to be paid from (and out of) the Settlement Fund. Co-Lead Counsel's application for an award of attorneys' fees and/or Litigation Expenses is not the subject of any agreement between Defendants and Lead Plaintiffs other than what is set forth in this Stipulation.

19. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Co-Lead Counsel immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the

Settlement or any part thereof, subject to Co-Lead Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed. Co-Lead Counsel shall make the appropriate refund or repayment in full no later than thirty (30) days after receiving from Defendants' Counsel or from a court of appropriate jurisdiction notice of the termination of the Settlement or notice of any reduction of the award of attorneys' fees and/or Litigation Expenses. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Lead Plaintiffs nor Co-Lead Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses.

20. Co-Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution and settlement of the Action. Defendants' Releasees shall have no responsibility for or liability whatsoever with respect to the allocation or award of attorneys' fees or Litigation Expenses. The attorneys' fees and Litigation Expenses that are awarded to Co-Lead Counsel shall be payable solely from the Escrow Account.

VII. CLAIMS ADMINISTRATOR

21. The Claims Administrator shall administer the process of receiving, reviewing and approving or denying Claims subject to the jurisdiction of the Court. None of the Defendants, nor any other Defendants' Releasees, shall have any responsibility whatsoever for the administration of the Settlement or the claims process and shall have no liability whatsoever

to any Person, including, but not limited to, Lead Plaintiffs, any other Class Members or Co-Lead Counsel in connection with such administration. Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

22. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim compared to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation set forth in the Settlement Notice attached hereto as Exhibit 1 to Exhibit A, or in such other plan of allocation as the Court approves).

23. The Plan of Allocation proposed in the Settlement Notice is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiffs and Co-Lead Counsel may not cancel or terminate the Settlement (or the Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any plan of allocation in this Action. No Defendant, nor any other Defendants' Releasees, shall have any involvement in or responsibility or liability whatsoever for the Plan of Allocation or the allocation of the Net Settlement Fund.

24. Any Class Member who does not submit a valid Claim Form will not be entitled to receive any distribution from the Net Settlement Fund but will otherwise be bound by all of the terms of this Stipulation, including the terms of the Judgment or Alternative Judgment, if applicable, to be entered in the Action and the Releases provided for herein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any

kind against the Releasees with respect to the Released Claims in the event that the Effective Date occurs with respect to the Settlement.

25. Co-Lead Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund subject to Court approval. No Defendant, or any other Defendants' Releasees, shall have any liability, obligation or responsibility whatsoever for the administration of the Settlement or disbursement of the Net Settlement Fund. No Defendant, or any other Defendants' Releasees, shall be permitted to review, contest or object to any Claim Form, or any decision of the Claims Administrator or Co-Lead Counsel with respect to accepting or rejecting any Claim for payment by a Class Member. Co-Lead Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Claim Forms submitted in the interests of achieving substantial justice.

26. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Class Member shall be required to submit a Claim Form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Co-Lead Counsel, in their discretion, may deem acceptable;

(b) All Claim Forms must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice. Any Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court such Class Member's Claim Form is accepted), but shall in all other respects be bound by all of the terms of

this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment, if applicable, and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Defendants' Releasees concerning any Released Lead Plaintiffs' Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

(c) Each Claim Form shall be submitted to and reviewed by the Claims Administrator, under the supervision of Co-Lead Counsel, who shall determine in accordance with this Stipulation and the plan of allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator, under supervision of Co-Lead Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Co-Lead Counsel shall thereafter present the request for review to the Court.

27. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claim Forms.

28. Co-Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Escrow Account, and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

29. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. All Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the

terms of the Judgment or Alternative Judgment, if applicable, to be entered in this Action and the Releases provided for therein, and will be permanently barred and enjoined from bringing any action against any and all Releasees concerning any and all of the Released Claims.

30. No Person shall have any claim against Lead Plaintiffs, Plaintiffs' Counsel, the Claims Administrator or any other agent designated by Co-Lead Counsel, or the Defendants' Releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation, or any order of the Court. Lead Plaintiffs and the Defendants, and their respective counsel, and Lead Plaintiffs' damages expert and all other Defendants' Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

31. All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. All Class Members and Parties to this Settlement expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

32. To the extent that any monies remain in the Net Settlement Fund after the Claims Administrator has caused distributions to be made to all Authorized Claimants whether by reason of un-cashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance

remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed to Authorized Claimants who have cashed their initial distributions and who would receive at least \$20.00 from such re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior distribution checks and who would receive at least \$20.00 on such additional re-distributions may occur thereafter if Co-Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses that would be incurred with respect to such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance in the Net Settlement Fund shall be contributed to non-sectarian, not-for-profit 501(c)(3) organization(s), to be recommended by Co-Lead Counsel and approved by the Court.

VIII. TERMS OF THE JUDGMENT

33. If the Settlement embodied in this Stipulation is approved by the Court, Co-Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form annexed hereto as Exhibit B which shall, among other things, contain a provision providing for a Complete Bar Order in the Action, as follows in subparagraphs (a) – (d):

(a) Any and all Persons are permanently barred, enjoined and restrained, to the fullest extent permitted by applicable law, from commencing, prosecuting or asserting any claim for indemnity or contribution against any Defendants' Releasees (or any other claim against any Defendants' Releasees where the alleged injury to such Person is that Person's actual or threatened liability to the Class or a Class Member in the Action), based upon, arising out of or related to the Released Lead Plaintiffs' Claims, whether arising under state, federal or foreign law, as claims, cross-claims, counterclaims, or third-party claims, whether asserted in the

Action, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere. However, with respect to any judgment that the Class or a Class Member may obtain against such Person based upon, arising out of or relating to any Released Lead Plaintiffs' Claim belonging to the Class or a Class Member, that Person shall be entitled to a credit of the greater of (i) an amount that corresponds to the percentage of responsibility of the Defendants for the loss to the Class or the Class Member or (ii) the amount paid by or on behalf of the Defendants to the Class or the Class Member for common damages.

(b) Except as provided in ¶ 35 below, each and every one of Defendants' Releasees is hereby permanently barred, enjoined and restrained, to the fullest extent permitted by applicable law, from commencing, prosecuting or asserting any claim for indemnity or contribution against any Person (or any other claim against any such Person where the alleged injury to such Defendants' Releasee is that Defendants' Releasee's actual or threatened liability to the Class or a Class Member in the Action), based upon, arising out of or related to the Released Lead Plaintiffs' Claims, whether arising under state, federal, or foreign law, as claims, cross-claims, counterclaims, or third-party claims, whether asserted in the Action, in this Court, in any other federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

(c) Nothing in this Complete Bar Order shall prevent the following Persons from pursuing any Released Lead Plaintiffs' Claim against any Defendants' Releasees: (i) any Person who previously submitted a request for exclusion from the Class as set forth on Appendix 1 hereto and who has not opted back into the Class in accordance with the provisions set forth in the Settlement Notice; or (ii) if and only if the Court permits a second opportunity for Class

Members to request exclusion from the Class, a Person who submits a request for exclusion from the Class in connection with the Settlement Notice who does not withdraw his, her or its request for exclusion and whose request is accepted by the Court. If any such Person pursues any such Released Lead Plaintiffs' Claim against any Defendants' Releasees, nothing in this Complete Bar Order or in this Stipulation shall operate to preclude such Defendants' Releasees from asserting any claim of any kind against such Person, including any Released Defendants' Claims (or seeking contribution or indemnity from any Person, including any co-Defendant in the Action, in respect of the claim of such Class Member who is excluded from the Class pursuant to request and who does not opt-back into the Class).

(d) If any provision of this Complete Bar Order is subsequently held to be unenforceable or modified, the Parties shall propose to the Court alternative terms so as to afford all of the Defendants' Releasees the fullest protection permitted by law consistent with the Court's view.

34. The Parties agree that the terms of this Stipulation shall be satisfied if either (a) the Complete Bar Order set forth in ¶ 33 above, or (b) a bar order to the fullest extent allowable under the PSLRA, is included in the Judgment (or in the Alternative Judgment, if applicable) that is entered by the Court. Should the Court enter a bar order other than that referenced in (a) or (b) of the preceding sentence (or if a bar order referenced in (a) or (b) of the preceding sentence is entered but its terms are materially modified on appeal, or is vacated on appeal and not subsequently reinstated), and if a dispute arises as to whether the failure to obtain entry of a bar order referenced in (a) or (b) of the preceding sentence provides a basis for BoA to terminate the Settlement, then the relevant Parties shall submit the dispute to the Court.

35. Notwithstanding anything herein, nothing in this Stipulation shall operate to (a) preclude the Defendants' Releasees from asserting any claims against their own insurers; or (b) preclude the Defendants or any other Person from asserting any claims, including claims for contribution or indemnity, against any Person, including any Defendants in this Action, in connection with or arising out of the Excluded Claims.

IX. CORPORATE GOVERNANCE

36. BoA will, within forty-five (45) days following the Court's entry of the Judgment, or Alternative Judgment if applicable, implement the following Corporate Governance Enhancements, and will maintain such Corporate Governance Enhancements through the later of January 1, 2015 or eighteen (18) months following the Court's entry of the Judgment, or Alternative Judgment if applicable:

A. BoA will amend Section 3 of its Corporate Governance Guidelines to read, in relevant part, as follows:

“Majority Voting for Directors. In an uncontested election, a director who fails to receive the required number of votes for re-election in accordance with the Bylaws shall offer to resign. In addition, a director whose resignation is under consideration shall abstain from participating in any recommendation or decision regarding that resignation. The Corporate Governance Committee shall make a recommendation to the Board as to whether to accept or reject the tendered resignation, or whether other action should be taken. The Corporate Governance Committee and the Board, in making their decisions, may consider any factor or other information that they deem relevant. The Board shall act on the tendered resignation, taking into account the Corporate Governance Committee's recommendation, and shall publicly disclose its decision regarding the resignation and the basis for the decision within ninety (90) days after the results of the election are certified. If the resignation is not accepted, the director will continue to serve until the next annual meeting of stockholders and until the director's successor is elected and qualified. The Board shall not permit the director to stand for election at the next annual meeting.”

B. BoA will amend Section 8 of its Corporate Governance Guidelines to read, in relevant part, as follows:

“Minimum Stock Ownership by Executive Officers and Directors. In order to align the interests of the Company’s executive officers and directors with those of the Company’s stockholders, the Board has adopted the following minimum stock ownership requirements: (a) the Chief Executive Officer shall hold at least 500,000 shares of the Company’s common stock and retain at least 50% of the net after-tax shares from future equity awards until retirement; (b) other executive officers shall hold at least 300,000 shares of the Company’s common stock and retain at least 50% of the net after-tax shares from future equity awards until the ownership guideline is achieved; and (c) non-management directors are required to hold and cannot sell the restricted stock they receive as compensation (except as necessary to pay taxes upon vesting) until termination of their service. The Company shall disclose in its annual proxy statement any failure of any director to comply with the stock ownership guidelines. All full value shares and units beneficially owned by executive officers and directors are included in the calculation; performance contingent shares and units are included in the calculation when earned; and stock options are not included. Newly appointed executive officers will have up to five years to achieve compliance.”

C. In connection with the establishment of the Corporate Development Committee BoA will amend the charter for the Corporate Development Committee to read, in relevant part, as follows:

“Committee Authority and Responsibilities. In carrying out its oversight responsibilities as set forth above, the Committee shall oversee senior management’s establishment of policies and guidelines, to be adopted by the Board, establishing appropriate systems (including policies, procedures and/or management committees) to ensure that Applicable Transactions are vetted carefully and that adequate due diligence is performed prior to Board approval of any Applicable Transaction. Among other things, the Committee shall ensure that the Chief Executive Officer and the Board are informed with respect to any bonus or incentive compensation agreements with an actual or estimated aggregate value exceeding 5% of the acquisition price at the time the Applicable Transaction is announced, which agreements have been negotiated in connection with an Applicable Transaction and are based on or otherwise related to such Applicable Transaction. In connection with any Applicable Transaction to be submitted to the Board for approval, the Committee shall meet at least once, telephonically or in person, with members of senior management to review management’s compliance with applicable policies and procedures related to the Company’s consideration of the Applicable Transaction, prior to its presentation to the Board for approval.”

37. BoA will maintain the following corporate governance reforms (agreed to previously with the SEC) through January 1, 2015:

- A. that all compensation committee members be super-independent;
- B. that BoA publish on its website the incentive compensation principles and the requirement that it adhere to them;
- C. that BoA have its Chief Executive and Chief Financial Officers certify that they have reviewed all annual and merger proxy statements;
- D. that BoA maintain a consultant to the Compensation Committee who would report solely to the Compensation Committee and would be “independent” under all applicable NYSE rules and guidelines concerning compensation consultants; and
- E. that BoA provide shareholders with an annual non-binding “say on pay” with respect to executive compensation.

38. The Court shall retain jurisdiction until the end-date of the Corporate Governance Enhancements on the later of January 1, 2015 or eighteen (18) months following the Court’s entry of the Judgment (or Alternative Judgment if applicable) to enforce any of the conditions set forth in Section IX of this Stipulation.

**X. CONDITIONS OF SETTLEMENT; EFFECT OF DISAPPROVAL,
CANCELLATION OR TERMINATION**

39. If the Settlement is approved by the Court, the Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

- (a) the Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A annexed hereto, as required by ¶ 2 above;
- (b) BoA has fully paid the Settlement Amount as required above;
- (c) BoA has implemented or continued the Corporate Governance Enhancements, as required by ¶¶ 36-38 above;

(d) BoA has not exercised its option to terminate the Settlement pursuant to the provisions of this Stipulation (including the Supplemental Agreement);

(e) Lead Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(f) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment and the Judgment has become Final, or the Court has entered an Alternative Judgment and none of the Parties seek to terminate the Settlement and the Alternative Judgment has become Final.

40. Upon the occurrence of all of the events referenced in ¶ 39 above, any and all remaining interest or right of the Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

41. If (i) BoA exercises its right to terminate the Settlement as provided in this Stipulation; (ii) Lead Plaintiffs exercise their right to terminate this Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated.

(b) Lead Plaintiffs and the Defendants shall be restored to their respective positions in the Action immediately prior to September 20, 2012.

(c) The terms and provisions of this Stipulation, with the exception of this ¶ 41 and ¶ 44, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment, Alternative

Judgment, or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.

(d) Within fourteen (14) business days after joint written notification of termination is sent by counsel for BoA and Co-Lead Counsel to the Escrow Agent pursuant to the terms of the Escrow Agreement, the Settlement Fund (including accrued interest thereon and any funds received by Co-Lead Counsel consistent with ¶ 19 above), less any expenses and any costs which have either been disbursed or incurred and chargeable to Notice and Administration Costs and less any Taxes paid or due or owing shall be refunded by the Escrow Agent to BoA. In the event that the funds received by Co-Lead Counsel consistent with ¶ 19 above have not been refunded to the Settlement Fund within the fourteen (14) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to BoA immediately upon their deposit into the Escrow Account consistent with ¶ 19 above.

(e) Plaintiffs' counsel shall return any attorneys' fees, as set forth in ¶ 19 above.

42. It is further stipulated and agreed that Lead Plaintiffs, provided they unanimously agree, and BoA shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to the other Parties to this Stipulation within thirty (30) days of: (a) the Court's declining to enter the Preliminary Approval Order in any material respect; (b) the Court's refusal to approve the Settlement or any material part thereof; (c) the Court's declining to enter the Judgment in any material respect as to the Settlement; (d) the date upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Second Circuit or the United States Supreme Court; or (e) the date upon which an Alternative Judgment is modified or reversed in

any material respect by the United States Court of Appeals for the Second Circuit or the United States Supreme Court, and the provisions of ¶ 41 shall apply. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys' fees or Litigation Expenses, with respect to any plan of allocation, or with respect to whether Class Members should be afforded a second opportunity to opt out of the Class shall not be considered material to the Settlement, shall not affect the finality of any Judgment or Alternative Judgment, and shall not be grounds for termination of the Settlement.

43. In addition to the grounds set forth in ¶ 42 above, in the event that the Court permits Class Members a second opportunity to exclude themselves from the Class in connection with this Settlement, BoA shall have the option to terminate the Settlement in the event that Class Members requesting exclusion from the Class meet the conditions set forth in its confidential supplemental agreement with Lead Plaintiffs (the "Supplemental Agreement"), in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Settlement Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless and until the Court otherwise directs or a dispute arises between Lead Plaintiffs and BoA concerning its interpretation or application. If submission of the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the Court, the applicable Parties will undertake to have the Supplemental Agreement submitted to the Court *in camera*.

XI. NO ADMISSION OF WRONGDOING

44. Neither the Term Sheet, this Stipulation (whether or not consummated), nor its negotiation, nor and any proceedings taken pursuant to it:

(a) shall be offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees;

(b) shall be offered against any of the Lead Plaintiffs' Releasees, as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Lead Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement;

(c) shall be construed against any of Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(d) shall be construed against Lead Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Second Amended Complaint would not have exceeded the Settlement Amount.

XII. MISCELLANEOUS PROVISIONS

45. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or

inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail

46. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of BoA to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Lead Plaintiffs, the Lead Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment or Alternative Judgment, if applicable, entered in favor of the Defendants and the other Releasees pursuant to this Stipulation, which releases and Judgment, or Alternative Judgment, shall be null and void, and the Parties shall be restored to their respective positions in the litigation as provided in ¶ 41 herein and any cash amounts in the Settlement Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid or payable) shall be returned as provided in ¶ 41.

47. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Lead Plaintiffs, any other Class Members and their attorneys against all Defendants' Releasees with respect to all Released Lead Plaintiffs' Claims. Accordingly, Lead Plaintiffs, their counsel and each Defendant and his, her or its counsel agree not to assert in any forum that this Action was brought by Lead Plaintiffs or defended by the Defendants in bad faith or without a reasonable basis. No Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or settlement of this Action. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by

the Parties, including through a mediation process supervised and conducted by Judge Phillips, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

48. While retaining their right to deny that the claims asserted in the Action were meritorious, the Defendants and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Lead Plaintiffs and their counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by either Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

49. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of both Lead Plaintiffs and the Defendants (or their successors-in-interest).

50. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

51. The administration and consummation of the Settlement as embodied in this Stipulation, shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Co-Lead Counsel and enforcing the terms of this Stipulation, including the implementation or

maintenance of the Corporate Governance Enhancements, the Plan of Allocation and the distribution of the Net Settlement Fund to Class Members.

52. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

53. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among Lead Plaintiffs and the Defendants concerning the Settlement and this Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation, its exhibits or the Supplemental Agreement other than those contained and memorialized in such documents.

54. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the signatories of this Stipulation shall exchange among themselves original signed counterparts.

55. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with any Party hereto may merge, consolidate or reorganize.

56. The construction, interpretation, operation, effect and validity of this Stipulation, the Supplemental Agreement and all documents necessary to effectuate it shall be governed by the internal laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

57. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in this Court.

58. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

59. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

60. Co-Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

61. If either Party is required to give notice to the other Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile transmission with confirmation of receipt. Notice shall be provided as follows:

If to Lead Plaintiffs
or Co-Lead Counsel:

Bernstein Litowitz Berger & Grossmann LLP
Attn: Steven B. Singer, Esq.
1285 Avenue of the Americas
New York, NY 10019
Telephone: (212) 554-1400
Facsimile: (212) 554-1444

Kaplan Fox & Kilsheimer LLP
Attn: Robert N. Kaplan, Esq.
850 Third Avenue, 14th Floor
New York, NY 10022
Telephone: (212) 687-1980
Facsimile: (212) 687-7714

Kessler Topaz Meltzer & Check, LLP
Attn: David Kessler, Esq.
280 King of Prussia Road
Radnor, PA 19087
Telephone: (610) 667-7706
Facsimile: (610) 667-7056

If to Defendants:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
Attn: Brad Karp, Esq.
Daniel J. Kramer, Esq.
1285 Avenue of the Americas
New York, NY 10019-6064
Telephone: 212-373-3000
Facsimile: 212-757-3990

Cleary Gottlieb Steen & Hamilton LLP
Attn: Mitchell A. Lowenthal, Esq.
One Liberty Plaza
New York, NY 10006
Telephone: (212) 225-2000
Facsimile: (212) 225-3999

Wachtell, Lipton, Rosen & Katz
Attn: Peter C. Hein, Esq.
51 West 52nd Street
New York, NY 10019
Telephone: (212) 403-1000
Facsimile: (212) 403-2000

Shearman & Sterling LLP
Attn: Adam S. Hakki, Esq.
599 Lexington Avenue
New York, NY 10022-6069
Telephone: (212) 848-4000
Facsimile: (212) 848-7179

Davis Polk & Wardwell LLP
Attn: Lawrence Portnoy, Esq.
450 Lexington Avenue
New York, NY 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800

Debevoise & Plimpton LLP
Attn: Andrew Ceresney, Esq.
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New York, NY 10022
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Facsimile: (212) 909-6836

Baker Botts L.L.P.
Attn: William H. Jeffress, Jr., Esq.
The Warner
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Washington, DC 20004-2400
Telephone: (202) 639-7700
Facsimile: (202) 639-7890

Dechert LLP
Attn: Andrew J. Levander, Esq.
1095 Avenue of the Americas
New York, NY 10036-6797
Telephone: (212) 698-3500
Facsimile: (212) 698-3599

62. Except as otherwise provided herein, each Party shall bear its own costs.

63. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, the Parties and their counsel shall use their best efforts to keep all

negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings in connection with the Stipulation confidential.

64. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

65. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties to the Settlement or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of November 30, 2012.

**BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP**

By: Steven B. Singer
Max W. Berger
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Attorneys for Lead Plaintiffs

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of November 30, 2012.

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Attorneys for Lead Plaintiffs

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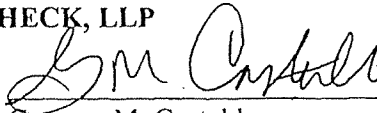
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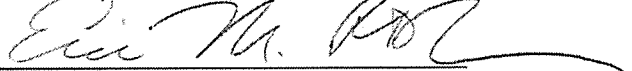
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Gifford, Monica C. Lozano, Walter E. Massey,
Thomas J. May, Patricia E. Mitchell, Thomas
M. Ryan, O. Temple Sloan, Jr., Meredith R.
Spangler, Robert L. Tillman and Jackie M.
Ward*

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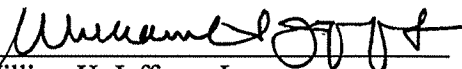
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Attorneys for Defendant John A. Thain

Appendix 1

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

1. 1976 Real Estate Trust UTA DTD
12/28/76 FBO Richard Finger
Houston, TX
2. The 1991 Jeffrey R. Parker Family
Trust
Englewood, NJ
3. The 1994 Drew E. Parker Family
Trust
Englewood, NJ
4. The 1994 Julie P. Mantell Family
Trust
Memphis, TN
5. 2008 SRG Trust
New York, NY
6. Benjamin and Caroline Abrams
Educational Trust
San Francisco, CA
7. Zachary Abrams
San Francisco, CA
8. Martha B. Adair Revocable Trust,
Barbara A. Roach, Trustee
Boulder, CO
9. Melvin L. Adams
Federalsburg, MD
10. John R. Agnew
Fort Myers, FL
11. Harry J. and Patricia N. Agoff
Tr UA 08-APR-97 Harry J. Agoff
and Patricia N. Agoff Revocable
Trust
San Mateo, CA
12. Dene Miller Alden, Trustee
The Dolores E. Miller Trust
Cincinnati, OH
13. Peter P. Alessandro
Clifton Park, NY
14. Darlene P. Allen (IRA)
Clarksburg, MD
15. Srinivasa R. Allu
Quincy, MA
16. Anita L. Altheide TTEE
Charles R. Altheide TTEE
Anita L. Altheide Living Trust U/A
DTD 06/12/97
Hannibal, MO

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|---|
| 17. Ambassador Life Insurance Company
Houston, TX | 25. Margaret Arsenault;
Margaret Arsenault &
Edward Arsenault, JT TEN
Stow, MA |
| 18. Amundi
c/o DRRT
Miami, FL | 26. Anna H. Ashby
Churchville, VA |
| 19. Ronald R. Anderson
Lincoln, NE | 27. James C. Atkins & Leola T. Atkins
Richmond, VA |
| 20. Wilma Anderson
Keosauqua, IA | 28. Barbara H. Babcock &
Arthur E. Babcock
Carmel Valley, CA |
| 21. Anne Duchess of Westminster's
Charity
Eccleston Chester, England | 29. Richard J. Babiars
Auburn, NY |
| 22. Michel G. Araman &
Adele C. Araman
Buena Park, CA | 30. Robert J. Baldes, Sr.
Albany, NY |
| 23. Donald Arkley
Redwood City, CA | 31. William Proctor Ball
Grifton, NC |
| 24. Robert Arndt
TR UA 07/26/1990
Redington Shores, FL | 32. Grace Louise Baltusnik
Charlotte, NC |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|---|
| 33. Banque Genevoise de Gestion SA
On behalf of its clients
Geneve, Switzerland | 41. Gerald D. Bastin &
Wendy Bastin
Arden, NC |
| 34. Barbara Barbaria
San Francisco, CA | 42. Dorothy Anne Bayliss
Charlotte, NC |
| 35. Brian Barbaria
San Francisco, CA | 43. F. James Becher, Jr.
Greensboro, NC |
| 36. Janet D. Barker
Black Diamond, WA | 44. Robert Beck
Boothwyn, PA |
| 37. Melvin K. Barneko &
Alice M. Barneko, JT TEN
Valparaiso, IN | 45. Elizabeth Jeannette Beighau
Temple City, CA |
| 38. John Baron and Etta Baron
Newtown, PA | 46. Fannie Bond Bellamy
Windsor, NC |
| 39. Doreen C. Barrows
Leesburg, FL | 47. Merle Bellis
Ellensburg, WA |
| 40. Charles R. Bassett
Newton Highlands, MA | 48. Verna E. Belmer
Citrus Heights, CA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|---|
| 49. Robert Faro Belport & Christine E. Belport JT TEN
Green Bay, WI | 57. H. Paul Block, Trustee
H. Paul Block Living Trust
Las Vegas, NV |
| 50. Melvin Belsky
Alamo, CA | 58. H. Paul Block, Successor Trustee
Bernice Block Living Trust
Las Vegas, NV |
| 51. James Thomas Bengé & Elizabeth Bengé TR
UA Nov. 18, 1992
The Bengé Revocable Trust
Pryor, OK | 59. Bloody Forland, LP
Palm City, FL |
| 52. Joyce J. Berdal &
Raymond J. Berdal JT TEN
Madison, WI | 60. Emily Boell
Corona, CA |
| 53. Janet T. Berrier
Groton, VT | 61. Joan Elaine Boone
Berkeley, CA |
| 54. Mark L. Bigelow
Mifflintown, PA | 62. Joseph Borello
New York, NY |
| 55. James K. Biggs, Jr.
Houston, TX | 63. Louise M. Botica
Debary, FL |
| 56. Edward M. Block, Trustee
Edward M. Block Living Trust
Las Vegas, NV | 64. Merle Lee Bourn (Roth IRA)
La Grange, IL |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|--|
| 65. Thomas David Bourne, MD
Charlottesville, VA | 73. Sherry Philippet Brewster
Newport, WA |
| 66. Margaret A. Bowden (Roth IRA)
North Providence, RI | 74. Adelina M. Bride
Portland, OR |
| 67. Thomas H. Bowden
North Providence, RI | 75. Iva H. Brown
Nashville, TN |
| 68. Donald C. Boyer
Oakville, IA | 76. Katherine Ann Brown
Litchfield Park, AZ |
| 69. Jeannette Bragg
Enfield, CT | 77. Margaret Brown
Montrose, CO |
| 70. Anne M. Braisted, Trustee
Paul W. Braisted Family Trust
Columbia, MO | 78. Donald Brunell
Walnut Creek, CA |
| 71. James H. Brammer, Jr.
Lynchburg, VA | 79. Lillian F. Brunell
Livingston, NJ |
| 72. Preston R. Branksy &
Zena Bransky
Glencoe, IL | 80. Roy Lewis Bubb
St. Petersburg, FL |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|---|
| 81. Charles F. Buckland &
Carol J. Buckland
Alexander, NC | 89. Martha Butterfield
Chattanooga, TN |
| 82. Robert W. Buckner
Floral Park, NY | 90. Michael A. Cahoon
Engelhard, NC |
| 83. D. Landon Buffington
Smyrna, GA | 91. Bartholomew Campanella &
Virginia Campanella
Paramus, NJ |
| 84. Ilya Burlak
Marlboro, NJ | 92. Ronald Wayne Campbell
Jackson, MI |
| 85. George A. Burton, Jr.
Rocky Mount, NC | 93. J. Alex Canepari
Memphis, TN |
| 86. Estate of Robert D. Busch
Sunnyvale, CA | 94. Giuseppe Caprio & Eva Caprio
Bologna, Italy |
| 87. John A. Bushong
Arlington, VA | 95. Vincent Carlson
Bloomington, IL |
| 88. Jean Sueanne Butler
Atlanta, GA | 96. The Carnegie Family Trust
U/A DTD 09/02/98
James & Susan Carnegie TTEES
Minden, NV |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|--|
| 97. Hilda M. Carter & John M. Carter
(deceased)
Jackson, GA | 105. Andrew Cheesman
Newburgh, NY |
| 98. Bill Sweeney Castillo Trust,
Willard S. Sweeney, Trustee
Roscommon, MI | 106. Frances R. Cherry TTEE
FBO Frances R. Cherry Trust
U/A/D 8/26/91
Spartanburg, SC |
| 99. Nancy A. Castleberry
Winton, CA | 107. Chickasaw Foundation
Ada, OK |
| 100. Marie G. Catanese
Estero, FL | 108. Hetty Chong &
Russell Chong
Oakland, CA |
| 101. Jane L. Caviglia
Visalia, CA | 109. Razzakul H. Chowdhury
San Luis Obispo, CA |
| 102. Shirley M. Cawley
Aurora, IL | 110. Lenore C. Christel
Manitowoc, WI |
| 103. Caroline Chan
Murrieta, CA | 111. Josephine Ciufu
Greece, NY |
| 104. Carmen Chavez-Lopez
Pico Rivera, CA | 112. Eleanor Clements, Trustee
UA 19-April-95 Eleanor Clements
Living Trust
Norwood, NJ |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|--|
| 113. David R. Clinton
Bullhead City, AZ | 121. Bruce Cook
Westwood, MA |
| 114. Marguerite S. Cockey Dec'd TR
Marguerite S. Cockey Trust
Barbara C. Thompson, Executor
Modesto, CA | 122. Charlotte C. Cook (deceased)
Lafayette, CA |
| 115. Cheryl Coddington
Jupiter, FL | 123. Vergie Cooper
Wilmington, DE |
| 116. Philip M. Comerford, Trustee
Trust U/A DTD 4/30/1926 by
Percival Smith Hill II
Naples, FL | 124. Wheirda M. Cooper
Magnolia, AR |
| 117. John Consolo
Hawthorne, NJ | 125. J. Robert Corson
Cottonwood, AZ |
| 118. Frank B. Contratto
Aurora, IL | 126. Harold D. Cox &
Marilyn E. Fisher
Hubbard, OR |
| 119. Glen Dale Conway &
Elvira Conway
St. Louis, MO | 127. Charles K. Craig
Charlotte, NC |
| 120. Robert P. Cook, Jr.
Lafayette, CA | 128. Ann Elizabeth Craven
North Wilkesboro, NC |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|--|
| 129. Cyril E. Crawley
Glocester, RI | 137. George B. & Dorothy M. Crockett
TR UA 24-MAY-96
Crockett Living Trust
Prescott Valley, AZ |
| 130. Crockett Living Trust
George B. & Dorothy M. Crockett
TR UA 24-MAY-96
The Bryan M. Wisherd Trust
Prescott Valley, AZ | 138. Ann Crossland
Pasadena, CA |
| 131. Crockett Living Trust
George B. & Dorothy M. Crockett
TR UA 24-MAY-96
The Damon M. Wisherd Trust
Prescott Valley, AZ | 139. Robert E. Crowder &
Dorothy A. Crowder
TR UA 5/29/91
Crowder Family Trust
Carson City, NV |
| 132. Crockett Living Trust
George B. & Dorothy M. Crockett
TR UA 24-MAY-96
The Dana L. McKnight Trust
Prescott Valley, AZ | 140. Oscar E. Cruz
Pinole, CA |
| 133. Crockett Living Trust
George B. & Dorothy M. Crockett
TR UA 24-MAY-96
The Darren D. Hewston Trust
Prescott Valley, AZ | 141. Thomas L. Curth
Indio, CA |
| 134. Crockett Living Trust
George B. & Dorothy M. Crockett
TR UA 24-MAY-96
The Marc M. Hewston Trust
Prescott Valley, AZ | 142. Dade T. Curtis
Dunlap, IL |
| 135. Crockett Living Trust
George B. & Dorothy M. Crockett
TR UA 24-MAY-96
The Rory E. McKnight Trust
Prescott Valley, AZ | 143. Deanna M. Dack
Oakley, CA |
| 136. Crockett Living Trust
George B. & Dorothy M. Crockett
TR UA 24-MAY-96
The Tammy T. Hewston Trust
Prescott Valley, AZ | 144. Marion E. Dalbey
Grover Beach, CA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|--|
| 145. Robert Daniel
Huntington Beach, CA | 153. Patricia R. Davis
Manchester, NH |
| 146. Darrow Family Bypass Trust
Elk Grove, CA | 154. Thomas Lee Davis
Seal Beach, CA |
| 147. Leslie Lamont Darrow (deceased)
& H. Marie Darrow (deceased) &
their survivors
Elk Grove, CA | 155. Bruck Dawit
Annandale, VA |
| 148. Brian L. Daves
Charlotte, NC | 156. Roy E. Day
Decatur, GA |
| 149. Gloria M. Davies
Bryans Road, MD | 157. Joyce Kathleen Debusk
Glade Spring, VA |
| 150. Dorothy M. Davis
Nanjemoy, MD | 158. Gary Deem
Glendale, CA |
| 151. Kenneth J. Davis
San Diego, CA | 159. Anita Degreef
Sint-Pieters-Leeuw, Belgium |
| 152. Martha Ann Davis
Fresno, CA | 160. Deka International Luxemburg S.A.
Luxembourg |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|---|
| 161. Deka Investment GmbH
Frankfurt, Germany | 169. Thelma D. Domenicone
San Fernando, CA |
| 162. Ellen L. Del Mauro
Scotch Plains, NJ | 170. Betty P. Donohoe
Fairfax, VA |
| 163. John R. Del Mauro
Scotch Plains, NJ | 171. Taso E. Dontchos
Centennial, CO |
| 164. Robert L. Deleeuw
Kalamazoo, MI | 172. Gertrude M. Doody
Arlington, MA |
| 165. Estate of Mamie A. Delzell
Pawleys Island, SC | 173. Kathleen L. Dooley Maley
Indian Trail, NC |
| 166. Frances A. White DeSear
Brandon, FL | 174. William S. Dorsey
Owings Mills, MD |
| 167. Phoebe A. Dill
Roanoke, TX | 175. Laura Dawn Doscher
Rockville, MD |
| 168. Peter R. Disciascio &
Joyce M. Disciascio, JT WROS
Ocean City, NJ | 176. Helen M. Douglas
Fairport, NY |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|---|
| 177. Dan C. Doyle
Torrance, CA | 185. John F. Duran, Jr. &
Ruth M. Duran, JT TEN
Woburn, MA |
| 178. Donie B. Driver
Commerce, GA | 186. Elizabeth L. Dyer, TTEE
Elizabeth L. Dyer Rev Trust
UAD 4/27/07
St. Paul, MO |
| 179. Estate of Adeline A. Duecker
Madison, WI | 187. Lisa F. Dylan & Gary F. David,
Trustees, David Revocable
Intervivos Trust
Fred David (deceased)
Sacramento, CA |
| 180. Dorothy A. Duffy
Irmo, SC | 188. Virgie L. Earl
Sun City Center, FL |
| 181. Dorothy Dufner
Sun Lakes, AZ | 189. Alireza Ebrahim (aka Ali R.
Ebrahimi) & Tahereh Jamshidi
Falls Church, VA |
| 182. Walter Dufner
Sun Lakes, AZ | 190. Mary L. Edmonds
Union City, CA |
| 183. Burl Duncan
Linville, NC | 191. Carl Elkins
Victor, CA |
| 184. Jason Dupuis
Berlin, MD | 192. Robert Elkins
New Glarus, WI |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
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| 193. Wayne Ellithorpe, TTEE &
Annette Marie Ellithorpe, TTEE
Prescott, AZ | 201. Estate of Lillian H. Falk
Camp Hill, PA |
| 194. Marlyn S. Eltanal
TR UA 07-OCT-82
Eltanal Family Residual Trust
Scottsdale, AZ | 202. Ernest Farmer &
Caroline W. Farmer
Silver Springs, FL |
| 195. Joyce Empson
Scio, NY | 203. Alvin J. Faulkner
Corinth, TX |
| 196. EOSCO (nominee partnership),
by Margaret K. Gutmann,
General Partner
Middletown, CT | 204. Lorraine Ferrall
Simi Valley, CA |
| 197. Irmgard Erickson
Arlington, VA | 205. Ann S. Ficatier
Poissy, France |
| 198. Frances P. Eriksen
Sun City West, AZ | 206. Jeremy Fineberg
Cedarhurst, NY |
| 199. Susan F. Evans &
Nancy F. Henderek, Trustees
Weston P. Figgins Trust
U/A DTD 2/9/1989
Peabody, MA | 207. Martin Fineberg
Teaneck, NJ |
| 200. James L. Faircloth &
MaeLynn Faircloth
Statesville, NC | 208. Finger Interests Number One, Ltd.
Houston, TX |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|---|
| 209. Richard B. Finger
Houston, TX | 217. Charles B. Flynn
Midland, NC |
| 210. Marie M. Fiorella
Glen Rock, NJ | 218. Judith M. Flynn
Corvallis, OR |
| 211. Walter C. Fisch & Ann G. Fisch,
Joint Acct with Rights of
Survivorship
Savannah, GA | 219. Viola Fogg
North Berwick, ME |
| 212. Estate of Louis H. Flanders
East Amherst, NY | 220. Dan B. Foland
Wilmington, OH |
| 213. Angela M. Flanery
Louisville, KY | 221. Bruce Forsberg
Escondido, CA |
| 214. Robert E. Fletcher,
Ramona I. Fletcher
Dixon, CA | 222. Robert L. Freeman
Allentown, NJ |
| 215. Barbara C. Flowers
Wilson, NC | 223. Catherine French
Moorestown, NJ |
| 216. Lonnie L. Floyd, Jr. (deceased)
Forest, VA | 224. Bonnie Friedman
Cherry Hill, NJ |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|---|
| 225. Harvey M. Mitnick, as Executor of the Estate of Nathan A. Friedman;
Nathan A. Friedman
(Rollover IRA)
Haddonfield, NJ | 233. Megan Gebhardt
Lake Ozark, MO |
| 226. Nicholas Fung
New York, NY | 234. Virginia L. Geck,
St. Georgen, Germany |
| 227. Linda Gaddini, Custodian for Gregory A. Gaddini
San Francisco, CA | 235. Elizabeth Geers Tr.
Revocable Trust UA 12/21/01
Concord, NH |
| 228. John M. Garrett
Atlanta, GA | 236. Robert Gegnas
Jupiter, FL |
| 229. Estate of Mary Ann Gates
Atlanta, GA | 237. Radha Geismann MD Retirement Plan Trust Rahda Geismann,
Trustee UTA Dated Jan. 1, 2005
St. Louis, MO |
| 230. Mary H. Gault, Trustee
Richard H. & Mary H. Gault Trust
Vassar, MI | 238. Garit Gemeinhardt
Waxhaw, NC |
| 231. Medric Gay
St. Charles, MO | 239. Dean Gentry
St. Maries, ID |
| 232. Margaret L. Gear
Sunnyvale, CA | 240. J. B. George
Granbury, TX |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|--|
| 241. Nancy Gerard
Minooka, IL | 249. Anita Giovannoni
Walnut Grove, CA |
| 242. Karen Gerstein
Quebec, Canada | 250. Arthur Glazer (Rollover IRA)
Sun City West, AZ |
| 243. Bernard R. Gervais &
Margaret E. Gervais, Trustees
Yorktown, VA | 251. William A. Glenn &
Linda D. Glenn
Carlinville, IL |
| 244. Mary M. Gibbs
Cohasset, MA | 252. Patricia Glisson
Riverview, FL |
| 245. Kenneth W. Gibson
Gretna, VA | 253. Eugenia C. Glow
San Diego, CA |
| 246. Shirley S. Gibson
Gretna, VA | 254. Jill Wender Goldstein
Suffern, NY |
| 247. Deborah Hitchcock Gilbert
Merrimac, MA | 255. Antone R. Gonsalves
New Bedford, MA |
| 248. Marvel S. Gill Revocable Trust
Marvel S. Gill, Trustee
Meredith Frenette, Secondary
Trustee
Essex, CT | 256. Robert J. Goodwin
Rochester, NY |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|--|
| 257. Government of Singapore
Investment Corporation Pte Ltd.
c/o DRRT
Miami, FL | 265. William L. Graham
Davie, FL |
| 258. Constance C. Govi, Trustee
Govi Residual Trust UA 9-8-06
San Rafael, CA | 266. Deanna L. Gratrix
Palmer, AK |
| 259. Constance C. Govi, Trustee
Govi Survivor Trust UA 9-8-06
San Rafael, CA | 267. John Green
Littleton, CO |
| 260. Steve Graber
New York, NY | 268. Frank V. Grimaldi
Belmont, MA |
| 261. Beverly Ann Gracia &
Elsie Souza JT TEN
New Bedford, MA | 269. Kristin I. Grimes &
Daniel E. Grimes
Las Vegas, NV |
| 262. Charles R. Grady
Raleigh, NC | 270. Jess Edward Grissom &
Betty Ann Grissom, JTWROS
Texarkana, TX |
| 263. W. Curtis Graff &
Nancy Kerr Graff
Cape Coral, FL | 271. Louie Grob, Jr.
Williams, CA |
| 264. Lloyd D. Graham
Knob Knob Noster, MO | 272. Richard J. Groleau &
Rosa Lee M. Groleau, Trustees
Richard J. Groleau & Rosa Lee M.
Groleau Revocable Living Trust
Sallisaw, OK |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

273. Robin Poston Growley
Charlotte, NC

281. Jenny Hann
Hillsboro, OR

274. Charles J. Guenther
Egg Harbor City, NJ

282. Helen S. Hansen
Pasadena, CA

275. Susan Jane Gustafson &
Paul Ellis Gustafson JT TEN
Mesa, AZ

283. Gary Joseph Hardegger
Salem, OR

276. Barbara T. Guthneck
Dallas, TX

284. Claudia J. Harewood
Mattapan, MA

277. Dian Gutierrez
Lake Villa, IL

285. Melvin A. Harkins
Bend, OR

278. Betty S. Hair
Chapin, SC

286. Marcella Harris
Glendale, CA

279. The Hamer Living Trust
Robert C. Hamer, TTEE
Lucerne S. Hamer, TTEE
Carpinteria, CA

287. George E. Harrison
Crossville, TN

280. Carl A. Hamill
Moon Township, PA

288. Alice C. Harwick
Fort Worth, TX

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|---|
| 289. Eugene H. Hasenberg & Ruth E. Hasenberg Trust
Palm Harbor, FL | 297. Ernest Headrick
Mira Loma, CA |
| 290. Tanya M. Hassell
Fort Worth, TX | 298. Linda Sue Headstream
Katy, TX |
| 291. Winfred K. Hassell
Farmersville, TX | 299. Gloria Jean Helms
Chickasha, OK |
| 292. Janice Hawkins &
Norman Hawkins
Sherman, TX | 300. Harriette H. Hendrix
Thomaston, GA |
| 293. Norma Louise Hayden Family
Trust UA 22-NOV-88
Norma Louise Hayden, Trustee
Yorba Linda, CA | 301. Roy D. Henrichson & Helen M.
Henrichson, Trustees
Henrichson Trust
Franklin, TX |
| 294. Alice E. Haynes
Medford, MA | 302. Kelly Dyan Hill (Roth IRA)
Concord, NC |
| 295. Steven J. Hays
Kennewick, WA | 303. Gwen F. Hintzen, aka
Gwendolyn Hintzen
Stockton, CA |
| 296. Steven J. Hays TR. UA 05/01/92
Georgia Phillips Hays Irrevocable
Trust
Kennewick, WA | 304. Leo Wesley Hoag (deceased)
Salinas, CA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|---|
| 305. Lyle A. Hoefler &
Joan M. Hoefler, JTWR0S
Littleton, CO | 313. Katherine A. Horvath
Hancock, MI |
| 306. Lyle A. Hoefler TOD Joan M.
Hoefler
Littleton, CO | 314. Ann B. Houx Trustee
Anne B. Houx Trust
TR UA 07-Nov-88
Atlanta, GA |
| 307. Wayne Hoelscher
Keller, TX | 315. Patrick J. Gillbride, Trustee of the
Mildred Mae Howell Trust
Burlingame, CA |
| 308. Darlene M. Holben
Highlands Ranch, CO | 316. Marcella T. Hoyt
Pennington, NJ |
| 309. Estate of Harlan H. Holben
Highlands Ranch, CO | 317. Doris Hrinda
Gwynedd Valley, PA |
| 310. Nells S. Hoogendam
New Bern, NC | 318. HSBC Trinkaus Investment
Managers S.A.
c/o DRRT
Miami, FL |
| 311. Louis Gordon Hooper
Tahoe City, CA | 319. HSBC Trustee (Singapore) Limited,
as trustee for OPC Executive
(FUS) Scheme
Singapore |
| 312. R. Hopewell
Riverdale, GA | 320. Sarah Hudson
Tyringham, MA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|--|
| 321. Chase D. Hughes &
Cathy A. Hughes
Staunton, VA | 329. E. George Iversen (deceased)
Houston, TX |
| 322. Marmion Duane Hull
Pacific Palisades, CA | 330. Roman & Tracey Iwanczuk TTEE
Iwanczuk Family Trust dated
10/29/1999
Cradley, United Kingdom |
| 323. Jose Icasiano, Jr.
Vallejo, CA | 331. George T. Jackson &
Mildred V. Jackson, Trustees
TR UA March '98
The George and Mildred Jackson
Family Trust DTD 3/18/98
Spring Valley, CA |
| 324. Hiromu Iida
Burbank, CA | 332. Jalenak Holdings Partnership
Memphis, TN |
| 325. International Fund Management
S.A.
Luxembourg | 333. Leo R. Jalenak, Jr.
Memphis, TN |
| 326. Internationale
Kapitalanlagegesellschaft mbH
c/o DRRT
Miami, FL | 334. Peggy E. Jalenak
Memphis, TN |
| 327. Laura A. Iremonger
Pittsburg, CA | 335. Preston and Beverley James TTEES
Davis, CA |
| 328. Shinichi Ishikawa & Myrna E.
Ishikawa JT TEN
Camden, AR | 336. Vivian L. Jamison
Yoe, PA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|--|
| 337. Jax II Inc.
Brooksville, FL | 345. Jerry E. Finger Family Trust
DTD 12/22/89
FBO Walter G. Finger
Houston, TX |
| 338. Richard Jazwin & Jan Jazwin
Phoenix, AZ | 346. Jerry E. Finger Family Trust
UTA DTD 12/22/89
FBO Richard Finger
Houston, TX |
| 339. William H. Jeffress, Jr.
Washington, DC | 347. Kenneth Alan Jewett, Trustee
Bruce Willits King Family Trust
Nevada City, CA |
| 340. Estate of Rebecca M. Jenkins
Rehoboth, DE | 348. Clarence F. Johnson, Jr.
Harvest, AL |
| 341. Peggy M. Jennings, TTEE
UA DTD 7/20/01
The Jennings Living Trust
Pollock Pines, CA | 349. Averill Ann Johnson Walters
Corpus Christi, TX |
| 342. Norman Jernberg (deceased) &
Kayette C. Jernberg
Carson City, NV | 350. Alphonse I. Johnson &
Veronica E. Johnson
Newark, IL |
| 343. Willy H. Jeromin (IRA)
New London, NH | 351. Lawrence W. Johnson, TTEE
UA DTD 2/5/03
Johnson Family Trust
Rocklin, CA |
| 344. Jerry E. Finger 1976 Childrens
Trust, FBO Walter G. Finger
Houston, TX | 352. Michael D. Johnson
Leo, IN |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|---|
| 353. Robert B. Johnson &
Portia J. Johnson
Wernersville, PA | 361. Norman R. Kahant (deceased)
Lake Worth, FL |
| 354. Roy O. Johnson
Keene, NH | 362. Geraldine Kalem
Altadena, CA |
| 355. Cora M. Jones
Coeburn, VA | 363. Patricia A. Karsten (Roth IRA)
Boerne, TX |
| 356. Cora M. Jones &
Herbert Donald Jones (deceased)
Coeburn, VA | 364. Aaron Katz
New York, NY |
| 357. Elise U. Jones
Mt. Pleasant, SC | 365. Joel R. Katz, individually and as
Trustee for Margolin Family Trust
A, Margolin Family Trust B, and
Joel R. Katz Family Trust
New York, NY |
| 358. Rotha J. Jones
Green Bay, VA | 366. David Hersholt Kauffman &
Ruth Kauffman, Trustees
Kauffman Family Trust
Dated July 20, 1994
Los Angeles, CA |
| 359. Leland D. Jungmeyer &
Betty M. Jungmeyer JT TEN
Lohman, MO | 367. Ellaneita Keenum TTEE
Bypass Trust w/ Keenum Family
Living Trust
Farmers Branch, TX |
| 360. Carolyn Kachmann
Hilton Head, SC | 368. Gary Keierleber &
Beverly Keierleber
Camano Island, WA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|--|
| 369. Frederick C. Kemmerley
Elloree, SC | 377. Anne P. Knecht
Emmaus, PA |
| 370. Peter J. Kennedy (deceased) &
Ethel V. Kennedy JT TEN
Sea Girt, NJ | 378. Ken Koch &
Loretta Koch
Lawrenceburg, TN |
| 371. Helen M. Kerbavaz
Richmons, CA | 379. Rebecca Koraska &
John T. Koraska (deceased)
Tyler, TX |
| 372. George A. Keyser
Ramona, CA | 380. Yolanda B. Korth
Cypress, TX |
| 373. Dr. William J. Kinnard, Jr.
Baltimore, MD | 381. Andrew J. Kosinski & Margaret A.
Kosinski
TR UA 5/18/1998
Kosinski Trust
Winter Springs, FL |
| 374. James R. Klaus
Bristol, PA | 382. Loretta M. Kuhn
San Diego, CA |
| 375. Lisa Kleback (as beneficiary of
Ruth A. Nagy)
Gainesville, VA | 383. Michael Kurnitz Irrevocable
Living Trust
Harold Kurnitz, Trustee
New York, NY |
| 376. Edward F. Kline, Jr.
La Mesa, CA | 384. Ruth Kurnitz Irrevocable Living
Trust, Harold Kurnitz, Trustee
New York, NY |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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|--|---|
| 385. Andrea Kutcher
N. Miami Beach, FL | 393. Lansdowne Developed Markets
Fund, L.P.
c/o DRRT
Miami, FL |
| 386. Pamela Kyu
San Francisco, CA | 394. Lansdowne Global Financials Fund
Limited
c/o DRRT
Miami, FL |
| 387. Gloria C. Ladore
Laconia, NH | 395. Lansdowne Global Financials
Fund, L.P.
c/o DRRT
Miami, FL |
| 388. Mary Margaret Lamberson
Monett, MO | 396. Linda M. LaPointe
Washington, UT |
| 389. Argyle L. Landerville IRA
Mission Viejo, CA | 397. Robert H. Largey &
Marguerita Quinn Largey
Union, NJ |
| 390. Landerville "B" TR
Argyle L. Landerville TTEE
Mission Viejo, CA | 398. Charlotte L. Larrick
TR UA 2/25/1990 Charlotte Lee
Larrick Trust
Columbia, MO |
| 391. Silas B. Langfitt III TTEE
Silas B. Langfitt III
Revocable Trust DTD January 27,
2000
Thomasville, NC | 399. John Laubach &
Marilyn Laubach
Shelton, WA |
| 392. Lansdowne Developed Markets
Fund Ltd.
c/o DRRT
Miami, FL | 400. Jean K. Lauder &
W. B. Lauder, Jr. (deceased)
Weslaco, TX |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|---|
| 401. Robert Jay Lee
Flushing, NY | 409. Friedrich A. Lingl, Trustee
Friedrich A. Lingl Trust
Chagrin Falls, OH |
| 402. The JK and MD Lehman Family
Trust, Jack Kiehl Lehman, TTEE
Lacey, WA | 410. Mildred S. Litt
Albuquerque, NM |
| 403. Derick Harry Leonard
Jacksonville, FL | 411. Frances DeJuan Littell
Hugoton, KS |
| 404. Robert B. Leonard
Ontario, CA | 412. Elaine F. Lizzio &
Elaine F. Lizzio, Trustee
U/A DTD 04/10/02
Elaine F. Lizzio Trust
Pompano Beach, FL |
| 405. Christine Levandusky
West Warwick, RI | 413. Wallace M. Lodine
Medina, WA |
| 406. Diane Lewis & Gregory W. Lewis
(deceased) IRA
Calabash, NC | 414. Elizabeth R. Lohman &
Verne D. Lohman
Springfield, OR |
| 407. Evelyn Ligon
New York, NY | 415. Emilio M. Lontok
Las Vegas, NV |
| 408. F.A. Lingl, M.D.
Chagrin Falls, OH | 416. Lotte G. Lopez
TOD Carmen L. Bright
Melbourne, FL |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|--|---|
| 417. Estate of Elsie E. Lore
State College, PA | 425. Ruth S. Lugar &
Nancy J. Dixon (both deceased)
JT TEN
Frederick, MD |
| 418. Lynn Margaret Lovie
The Villages, FL | 426. Ruth S. Lugar (deceased) &
Linda M. Lugar JT TEN
Frederick, MD |
| 419. Robert John Lovie
The Villages, FL | 427. Sylvia Luton
Hausville, WA |
| 420. Judith A. Lowe
Quebec, Canada | 428. Virginia M. Lyons
Littleton, CO |
| 421. Alfred H. Lowen & Gertrude E.
Lowen JT TEN (both deceased)
Boca Raton, FL | 429. Danois G. Madrid
Daly City, CA |
| 422. Gloria J. Loyola
Antioch, CA | 430. Ray C. Magee and Barbara J.
Magee JT TEN
Shelburne, VT |
| 423. Ida Lu
Rohnert Park, CA | 431. Evan Magruder
New York, NY |
| 424. Louis Lubrano (Roth IRA)
Fairview, NJ | 432. Frances M. Maguire
Gainesville, GA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|---|
| 433. Rima Manookian
Northridge, CA | 441. Patricia A. Mason &
H. Leslie Mason JT TEN
Bradenton, FL |
| 434. Donna Marchetti
Alameda, CA | 442. John P. Mathews and Florence M.
Mathews, TTEES
The John and Florence Mathews
Family Trust
Tiffin, OH |
| 435. Yanier Marrero & Circe Martinez
Las Vegas, NV | 443. Lottie E. Mathews TTEE
Carthage, MO |
| 436. John G. Marshall &
Wanda M. Marshall
La Habra, CA | 444. Melvin F. Matsumoto &
Lynne Reiko Matsumoto
(deceased), Trustees
Lynne Reiko & Melvin F.
Matsumoto Family Trust
U/A DTD 6/12/2001
San Jose, CA |
| 437. David L. Martin &
Lillian M. Martin JT TEN
Concord, VA | 445. Dorothy Mauro
Fremont, CA |
| 438. Ralph B. Martin, Jr.
Hanover, PA | 446. Margaret J. Maxwell
Dallas, TX |
| 439. Sebastien Masclet
Zellwood, FL | 447. Elizabeth A. May
Belen, NM |
| 440. Laura Harris Mason
Pittsboro, NC | 448. Elizabeth A. May, TTEE
U/A DTD 5/01/01
May Family Trust
Belen, NM |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|--|
| 449. Nancy C. May, TTEE
The May Family Trust
Arcadia, CA | 457. Mary A. McCormick, Trustee
Mary A. McCormick
Revocable Trust
Raleigh, NC |
| 450. Patricia Ann Mayer
Grove City, OH | 458. Ramphan T. McCray
St. Paul, MN |
| 451. Marie Mazzaferro &
Frank Mazzaferro
Rome, NY | 459. Mary J. McCrindle
West Park, NY |
| 452. Marjorie B. McCann
Jericho, VT | 460. F. Scott McDermott
New York, NY |
| 453. Wilson C. McCarthy
Vienna, VA | 461. Joy A. McElroy Tr.
UA 24-Mar-88
The McElroy Living Trust
Glendora, CA |
| 454. Elizabeth C. McClees &
Carl McClees JT TEN
Kitty Hawk, NC | 462. Alice M. McFadden
Buford, GA |
| 455. Edward P. McCool &
Barbara J. McCool, Trustees
McCool Rev Living Trust
UA 3/7/96
Wakefield, RI | 463. McGrew Family Revocable Trust,
U/A DTD 8/19/03, James A.
McGrew &
Mary L. McGrew, Trustees
Palatine, IL |
| 456. Anne B. McCormick &
John Christopher Speakman
Corvallis, OR | 464. Catherine Rae McHaffey
Colorado Springs, CO |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|---|
| 465. Dale J. McKee
Greenwood, MS | 473. Joseph W. Mengel
Chapel Hill, NC |
| 466. Robert M. McKenzie &
Elaine S. McKenzie JT TEN
Joppatowne, MD | 474. George C. Mertel, decedent
Estate of George C. Mertel,
James G. Mertel, Personal Rep., &
James G. Mertel, as remaining Joint
Tenant
Baltimore, MD |
| 467. Audrey McQuay
Pacific Palisades, CA | 475. Neil Mesick
Willimantic, CT |
| 468. The MD Lehman Irrevocable Trust,
Jack Kiehl Lehman, TTEE
Lacey, WA | 476. Jean G. Mesropian
Scottsdale, AZ |
| 469. Florence E. Mehrhoff &
Becky L. Lee, JTWROS
Carrollton, IL | 477. Beatrice J. Michaels
Manorville, NY |
| 470. Florence E. Mehrhoff &
Gary Reif, JTWROS
Carrollton, IL | 478. William D. Michaely TTEE
Michaely Living Trust
U/A 9/22/04
Reno, NV |
| 471. Kathleen D. Mello
New Bedford, MA | 479. Joan Letitia Miller Living Trust,
Catherine M. Gray TTEE
UA DTD 7/14/1998
Marion, NC |
| 472. Maria H. Mendes
Boston, MA | 480. Marie B. Miller
Tucson, AZ |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|---|
| 481. Phyllis Milleville
Orchard Park, NY | 489. Michael J. Moravan
Fort Collins, CO |
| 482. Ada Minneci &
Charlene Guarino TTEE
Ada Minneci LVG TR
U/A/D 3-10-04
Rockford, IL | 490. Kenneth M. Morrison
Needham Heights, MA |
| 483. Karen K. Mizusaki
Las Vegas, NV | 491. Margaret Jane Mugisch
Wyckoff, NJ |
| 484. Laureen K. Mohn
Detroit, MI | 492. Joel Munoz
Encinitas, CA |
| 485. MONTANCO (nominee
partnership),
by Margaret K. Gutmann,
General Partner
Middletown, CT | 493. Susan L. Murray
South Pasadena, CA |
| 486. Estate of Elizabeth F. Moore
Pennington, NJ | 494. Richard L. Muth
Richard L. Muth Family Trust
Mission Viejo, CA |
| 487. Ozella M. Moore
St. Louis, MO | 495. Maharaj Muthusamy
St. Louis, MO |
| 488. James K. Moorman &
Joan M. Moorman
Batesville, IN | 496. David Nagy (as beneficiary of
Ruth A. Nagy)
Leesburg, VA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|--|
| 497. Ruth A. Nagy
Haymarket, VA | 505. Catherine A. Nelson
Ballwin, MO |
| 498. Edith Naiser
Houston, TX | 506. Kathy J. Nelson
Plainsboro, NJ |
| 499. Shirley Nakagawa & Richard M.
Nakagawa (deceased)
Fresno, CA | 507. Tom E. Nelson III
Austin, TX |
| 500. Donald M. Nash & Geraldine G.
LaBarbera
Tampa, FL | 508. Elvira R. Neuendorf
Jacksonville, FL |
| 501. Albert C. Nassan
Vermontville, NY | 509. Kristin E. Neufeld
Auburn, NY |
| 502. Paul J. Nau
Pisgah Forest, NC | 510. New York State Common
Retirement Fund
Albany, NY |
| 503. Vilma Nau
Pisgah Forest, NC | 511. New York State Teachers'
Retirement System
Albany, NY |
| 504. Mirna M. Neda
New York, NY | 512. Angelin N. Newton (IRA)
Dothan, AL |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|--|
| 513. Hoang N. Nguyen
Las Vegas, NV | 521. George A. Nurisso (Traditional
IRA)
Avon, CT |
| 514. Father Martin Nikodem
Trumbull, CT | 522. George A. Nurisso, Custodian for
George C. Nurisso, UTMA
Avon, CT |
| 515. Janet S. Nishimura
TR UA 29-Dec-92
Janet Shizue Nishimura Revocable
Trust
Honolulu, HI | 523. Beverly J. Obedzinski
Crystal River, FL |
| 516. Janet S. Nishimura
TR UA 29-Dec-92
Masayoshi Nishimura Revocable
Trust
Honolulu, HI | 524. Eileen O'Brien TR
UA 5/06/98
Eileen O'Brien Revocable Trust
Homer Glen, IL |
| 517. Elaine Noreck &
Bernard E. Noreck JT TEN
Shelby Township, MI | 525. Estate of Evelyn Oddivak,
Barbara DeRosa (beneficiary)
New York, NY |
| 518. Mary Louise Novak
Seaford, DE | 526. William R. Oeding &
Barbara P. Oeding
Destin, FL |
| 519. George A. Nurisso
Avon, CT | 527. Susan J. Omlor
Sandusky, OH |
| 520. George A. Nurisso (Roth IRA)
Avon, CT | 528. Estate of John R. Orrick
Towson, MD |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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|---|---|
| 529. Ann M. O'Shaughnessy
Naples, FL | 537. Violet M. Oyama
Honolulu, HI |
| 530. Ann M. O'Shaughnessy &
Joseph F. O'Shaughnessy
Naples, FL | 538. Richard J. Palicka
Lisle, IL |
| 531. Joseph F. O'Shaughnessy
Naples, FL | 539. Donald M. Papa &
Cleo E. Papa, Trustees
Donald M. Papa & Cleo E. Papa
Trust TR UA 02-04-1993
Cypress, TX |
| 532. Alyce M. Othot
Nashua, NH | 540. The Parker Family
Investments LLC
Englewood, NJ |
| 533. David R. Overfield
Independence, KS | 541. Drew E. Parker
Englewood, NJ |
| 534. Phyllis A. Overmier
Upper Sandusky, OH | 542. Jeffrey R. Parker
Englewood, NJ |
| 535. Jeanne M. Overton &
Annette Papin
Anitoch, CA | 543. Keith Parker
Memphis, TN |
| 536. William Owen, Jr. & Charity E.
Owen Family Trust
Charity E. Owen, Sole Trustee
William Brian Owen, POA
Yuba City, CA | 544. Michael A. Parker
Englewood, NJ |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|---|
| 545. Carolynn P. Parr
Concord, NC | 553. Dolores A. Pechette TR
UA 3-31-10 Dolores A. Pechette
Revocable Trust
Portland, OR |
| 546. Charles E. Parramore, Jr.
Camilla, GA | 554. Rosemarie A. Pekarek
Toms River, NJ |
| 547. Julius Passalacqua & Cecilia M.
Passalacqua, Trustees
UA 10/29/97
The Passalacqua Trust
Willoughby, OH | 555. Lester A. Pelkey
Essex, VT |
| 548. Frances Pastan
Silver Spring, MD | 556. Joady Boulware Perrett, Trustee
Joe Boulware Trust
U/T/A DTD 1/21/1987
Hendersonville, NC |
| 549. Anna Pateka
Baltimore, MD | 557. Erik P. Perrin
Daphne, AL |
| 550. Walter G. Paul &
Ruth E. Paul
Hines, OR | 558. Richard Petersen &
Mary Alice Petersen TTEE
2002 Petersen Family Trust
Castro Valley, CA |
| 551. T. Jay Paxton &
Doris M. Paxton, TTEES
T. Jay and Doris Paxton Trust
Jackson, MI | 559. Nancy Beth Peterson
Egg Harbor, NJ |
| 552. Michael J. Peacock
& Kathy Peacock
Ponte Vedra Beach, FL | 560. Ruth B. Phelps
Alhambra, CA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|--|
| 561. Clifford L. Phillips &
Frances Phillips JT WROS
Carbondale, IL | 569. Vincent Plotner
Fayetteville, PA |
| 562. The Piccioni Family 2003 Trust,
UA 10/17/03, Mario Anthony
Piccioni & Marian Louise Piccioni
TTEES
Riverside, CA | 570. Clyde M. Polichettie &
Jo R. Polichetti
Torrance, CA |
| 563. Ingeborg Pierce &
Ingeborg Pierce (IRA)
Hallandale, FL | 571. Of Norman Portello Trust B,
Jean G. Portello TTEE
Lafayette, CA |
| 564. Leroy E. Pietzsch
Roscoe, TX | 572. Charles Porten, custodian for
Mia Gussen
Weston, CT |
| 565. Bernard E. Pile
Tucson, AZ | 573. Charles Porten, custodian for
Hanna Porten
Weston, CT |
| 566. Nadia Piskaty
Mountain View, CA | 574. Anna Posch Trust, John Posch,
Jo Ann Posch & James H. Posch,
Successor Trustees
Morton Grove, IL |
| 567. James & Elaine Pitenis
Daytona Beach, FL | 575. Anne Potts
Neshanic Station, NJ |
| 568. Priscilla C. Piva & George Piva
New Bedford, MA | 576. Susan Povak
Brighton, MA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

577. Barry S. Preis
Ellensburg, WA
578. Charles E. Preisig, Trustee
Charles E. Preisig & Julia M.
Preisig Living Trust
Fort Bragg, CA
579. Mildred L. Priest
Quitman, AR
580. Profitable Investment Club, by
Charlotte J. Burge, Treasurer
Lorain, OH
581. Public Employees' Retirement
Association of Colorado
Denver, CO
582. Donald D. Puett
Overland Park, KS
583. Arnold F. Punt, Sr. &
Johanna Punt TTEES
Arnold F. Punt Sr. Living Trust
UA 01-08-1999
Sioux Center, IA
584. Diana Pyeatt
Carrollton, TX
585. Robert L. Queener & Darlene M.
Queener
TR UA 02-Feb-00
Robert L. Queener Revocable
Living Trust
Port Charlotte, FL
586. Dorothy Rabb TR
UA 6/21/99 Dorothy Rabb
Revocable Living Trust
Winter Haven, FL
587. Joyce Radberg
London, England
588. Saroja B. Rajasekhara
Rajasekhara Family Trust
U/D/T DTD 9/1/2000
Glenwood, MD
589. Irene A. Randle
TR UA 24-APR-96
The Irene A. Randle Family Trust
Sacramento, CA
590. Branko Rapo (deceased)
Matulji, Croatia
591. Michael G. Rebar (deceased)
Des Moines, WA
592. Beverly Redgwick
Pacific Grove, CA

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

593. Fay Reece
Pampa, TX

601. Flora Rigotti
Portland, OR

594. Alice J. Reed
Holt, FL

602. David L. Riley, Sr. &
Martina D. Riley
Sacramento, CA

595. John R. Reed
Holt, FL

603. Joseph G. Robert
East Providence, RI

596. Barbara J. Reel
Ankeny, IA

604. Saleeta A. Roberts
Thomaston, GA

597. O. Gene Reising &
Mary L. Reising JTWR0S
Evansville, IN

605. Paul W. Robey
Casey, IL

598. Monte D. & Loa I. Reynolds
Sun City, AZ

606. Clair A. Robison &
Grace Darlene Robison
San Jose, CA

599. Joseph C. Ridenhour, TTEE
Joseph Ridenhour Revocable Trust
UA DTD 5-27-2008
Ft. Lauderdale, FL

607. Robert W. Robisch
Mt. Airy, MD

600. Edwin H. Rider, Jr. TTEE
Gertrude A. Rider TTEE
FBO Rider Living Trust
Vancouver, WA

608. Michael S. Rodriguez
Tehachapi, CA

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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| 609. Wilbert G. Rohlfen
Windom, MN | 617. Louis Ruffini &
Barbara H. Ruffini as TTEES,
92 Louis & Barbara Ruffini REV
TR UA DTD 4/30/92
Rocklin, CA |
| 610. Janet Romanowicz
Avon, CT | 618. Eugene M. Salute
Encino, CA |
| 611. Janet Romanowicz (Roth IRA)
Avon, CT | 619. Emilia B. Salvi & Alberto Salvi
San Francisco, CA |
| 612. Janet Romanowicz
(Traditional IRA)
Avon, CT | 620. Mariann Sandberg
Addison, TX |
| 613. Elizabeth Cleland Ross (deceased)
Eugene, OR | 621. Muriel Adams Sanford
Orono, ME |
| 614. Nancy A. Rothbaum
New York, NY | 622. Jack J. Sapia &
Donna J. Sapia, JT TEN
Miami, FL |
| 615. Betty Rowell
Liberty, TX | 623. Sue Ann Sapiega
Clearwater, FL |
| 616. Sandra Diane Royal
Washington, DC | 624. Lisa B. Sapperstein
Washington, DC |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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| 625. Tim Sass
Wayne, PA | 633. Lois G. Schumann
Maquoketa, IA |
| 626. Edward J. Saylor & Lorraine M.
Saylor (deceased)
Puyallup, WA | 634. Schwab 1000 Index Fund
San Francisco, CA |
| 627. Nancy H. Scharber
Winchester, TN | 635. Schwab Capital Trust
San Francisco, CA |
| 628. Ethel Maxine Scher
Enumclaw, WA | 636. Schwab Core Equity Fund
San Francisco, CA |
| 629. Ronald R. Schlemer
Denton, MD | 637. Schwab Dividend Equity Fund
San Francisco, CA |
| 630. Gary Schlierf
San Diego, CA | 638. Schwab Financial Services Fund
San Francisco, CA |
| 631. Anna L. Schoenly & Richard D.
Schoenly
Potomac, MD | 639. Schwab Fundamental US Large
Company Index Fund
San Francisco, CA |
| 632. William A. Schultes &
Patricia D. Schultes
Kerrville, TX | 640. Schwab Institutional Select S&P
500 Fund
San Francisco, CA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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| 641. Schwab Investments
San Francisco, CA | 649. Otis T. Scott
Fort Myers, FL |
| 642. Schwab MarketTrack Balanced
Portfolio
San Francisco, CA | 650. Jean L. Scovell
York, PA |
| 643. Schwab MarketTrack Growth
Portfolio
San Francisco, CA | 651. Dorothy C. Seaton
Dublin, GA |
| 644. Schwab Premier Equity Fund
San Francisco, CA | 652. Estate of Richard Seidenberg
Cherry Hill, NJ |
| 645. Schwab S&P 500 Index Fund
San Francisco, CA | 653. Helen E. Seim
Walnut Creek, CA |
| 646. Schwab S&P 500 Index Portfolio
San Francisco, CA | 654. Select Investors Exchange Fund,
L.P.
Houston, TX |
| 647. Schwab Total Stock Market Index
Fund
San Francisco, CA | 655. Michael Serko, Jr. &
Agnes Serko, JT TEN
Endwell, NY |
| 648. Larry E. Scott & Laurelee M. Scott
Goodyear, AZ | 656. Mary Jane Seth
Baltimore, MD |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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|--|---|
| 657. William Doyle Shaffer
Fremont, OH | 665. Ramon E. Shultz
Bullhead City, AZ |
| 658. Steven L. Shapiro as Custodian for
Stacy Shapiro UGMA and Marci
Shapiro UGMA
Cherry Hill, NJ | 666. Carolyn H. Shumway
Lighthouse Point, FL |
| 659. Ruth Sharkey
Watchung, NJ | 667. Sideline Corporation
Vero Beach, FL |
| 660. Thomas J. Sharkey, Jr.
Watchung, NJ | 668. Harry D. Sigler (deceased)
Mission Hills, CA |
| 661. Thomas and Ruth Sharkey Family
Foundation
Cranford, NJ | 669. Harry D. Sigler (deceased) &
Bonnie L. Sigler JT TEN
Mission Hills, CA |
| 662. Robert J. Shaw
Montreat, NC | 670. Rita B. Sigman
Tequesta, FL |
| 663. Mary L. Shay Revocable Living
Trust UAD 11/21/02
Mary L. Shay, TTEE
Bradenton, FL | 671. Patricia C. Simi TR
UA 23-Dec-00
Simi Exemption Trust
Roseburg, OR |
| 664. Elizabeth Shuck
Bridgeport, CT | 672. Philip J. Sinrich
Deborah A. Sinrich JTWROS
Stoughton, MA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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| 673. Linda D. Sinz
Elk Grove, CA | 681. Elaine W. S. Smith
C. Bradford Smothers JT WROS
Hot Springs, AR |
| 674. Anthony A. Sirco
Albuquerque, NM | 682. Elwin R. Smith
Jacksonville, FL |
| 675. Robert K. Skelding &
Patricia A. Skelding, TTEE
Skelding Family Trust
Cadillac, MI | 683. Joe J. Smith (deceased) & Teresa
Smith JT TEN
Belle Fourche, SD |
| 676. Nicholas A. Skinner
Stowe, VT | 684. Leonard Smith
Mt. Vernon, IL |
| 677. Leigh Skipper
Willow Grove, PA | 685. Soreu Soe
San Jose, CA |
| 678. RuthAnn Harper Skowronek
Weed, CA | 686. Samuel M. Sokoloff
Long Beach, NY |
| 679. Roger L. Slakey &
Mari-Ellen Slakey
Roger L.B. Slakey Rev. Trust
McLean, VA | 687. Christian Solms-Baruth (IRA)
Leonardtown, MD |
| 680. Leroy E. Slubar,
Eugene E. Slubar &
John E. Slubar, Sr., JTWROS
Brackettville, TX | 688. Melissa Solms-Baruth (IRA)
Leonardtown, MD |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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| 689. Julie Parker Sorin
Memphis, TN | 697. Philip Stadler, Jr.
Hilmar, CA |
| 690. Luka Susic
Irvine, CA | 698. Philip Alan Steed, TTEE
Natalie E. Steed Trust
San Diego, CA |
| 691. Raymond A. Sozio &
Annette M. Sozio
Ft. Lauderdale, FL | 699. Douglas W. Steele
Chapel Hill, NC |
| 692. Billie H. Spencer (Trust & IRA)
Laguna Woods, CA | 700. Dorothy M. Stenstrom
Medford, OR |
| 693. Robert E. Spencer
Raleigh, NC | 701. Robert C. Stephens
Springfield, VA |
| 694. Marie J. Spirito
Providence, RI | 702. B.V. Stephenson 06 Intervivos
Trust, UA Dated 11/1/06, Redfern
C. English, TTEE
Moraga, CA |
| 695. N. Lavonne Spray
Moses Lake, WA | 703. Marvin F. Stevenson &
Lucille P. Stevenson (deceased)
McDonough, GA |
| 696. Nathaniel David Springer
Stillwater, OK | 704. Genevieve E. Stewart
Wayne, NY |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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| 705. Stichting Pensioenfonds ABP
Amsterdam, Netherlands | 713. Stratim Partners, LLC
San Francisco, CA |
| 706. Howard Stinson
Aztec, NM | 714. Frank G. Straub
Fishkill, NY |
| 707. Earl J. Stitley (deceased)
Hanover, PA | 715. Scott A. Strauss
Charlotte, NC |
| 708. Trudy Jo Stitt
Yacolt, WA | 716. Cora M. Streit TTEE
Cora M. Streit Trust
U/A DTD Dec. 16, 1992
DeSoto, TX |
| 709. Paul H. Stofer &
Carol A. Stofer
Climax, MI | 717. Norma C. Struthers
Orange, CA |
| 710. Gloria C. Stone
Pompton Plains, NJ | 718. Wanda H. Swanson
Evans, GA |
| 711. Palmer L. Stone & Lu Ann R.
Stone (deceased) TIC
Fort Myers, FL | 719. Kenneth D. Swartz &
Fran A. Swartz
Upper Sandusky, OH |
| 712. Stratim Capital, LLC
San Francisco, CA | 720. Roger H. Swartz
Palatine Bridge, NY |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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| 721. Charlene R. Swiney
Lancaster, CA | 729. Carter Cover Taylor
Tacoma, WA |
| 722. Janet Pomeroy Swingler
Dayton, WA | 730. Cherry Taylor
Eugene, OR |
| 723. Swiss & Global Asset Management
(Luxembourg) S.A.
c/o DRRT
Miami, FL | 731. Joan M. Taylor, Trustee
UA 5/26/98
The Joan M. Taylor Trust
Spring Hill, FL |
| 724. Swiss & Global Asset Management
Ltd.
c/o DRRT
Miami, FL | 732. Larry G. Taylor
Branson, MO |
| 725. Swisscanto Asset Management AG
c/o DRRT
Miami, FL | 733. Nancy K. Taylor
Cedar Key, FL |
| 726. Edwin Szumachowski
York, PA | 734. Nancy Tempesta
East Hanover, NJ |
| 727. Suzanne Talbott
Marietta, CA | 735. Winnie Thein
Monterey Park, CA |
| 728. Andrew Edward Tarling
Erith, United Kingdom | 736. Jeanne E. Thompson
Fair Oaks, CA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- | | |
|---|--|
| 737. Ames B. Tillar &
Sudie D. Brothers JT TEN
Emporia, VA | 745. Susan E. Trippet
Bloomington, IN |
| 738. Doris Myrl Tillis
Laguna Woods, CA | 746. Leonard G. Trotter
Rockaway Beach, OR |
| 739. Theodore E. Tingley
Lewisburg, TN | 747. David Tull
New Port Richey, FL |
| 740. Theodore E. Tingley &
Ellen E. Tingley
Lewisburg, TN | 748. Fern Key Ulmer
Lodge, SC |
| 741. Catherine V. Toole
Mandeville, LA | 749. T. Edward Umphres &
Lillian G. Umphres
St. Louis, MO |
| 742. Margarida L. Torchiana
Beverly Farms, MA | 750. Matsuko Uyeda &
Wallace Ida (deceased)
Kapaa, Kauai, HI |
| 743. TOTAL S.A.
Courbevoie, France | 751. Anthony Vaccaro and
Jean Vaccaro JTWROS
Fairfax, CA |
| 744. Jana Lee Trebels Trust,
Dated January 19, 1998, Linda Lee
Trebels Fahey, Successor Trustee
Glenview, IL | 752. Helen Valkosky
Wintersville, OH |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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|--|--|
| 753. Christopher C. Van Collie TTEE
FBO Ruth A. Van Collie Trust
U/A/D 12-09-1996
Bradenton, FL | 761. Robert D. Walker
Fulton, MS |
| 754. Mary S. VanderLinde (including
TOD Scott. H. VanderLinde,
TOD Martha J. Hart,
TOD Kristin K. McKay)
Holland, MI | 762. Dale E. Wallace
Wichita, KS |
| 755. W. C. Vandiver, Jr.
Savannah, GA | 763. Richard B. Wallace TTEE
Scottsdale, AZ |
| 756. Emilio A. Vazquez &
Migdalia Vazquez &
Emilio A. Vasquez, Jr. JT TEN
Miami, FL | 764. Barbara L. Walsh
Narragansett, RI |
| 757. Anna Vilkaitis &
Agnes Scott Foundation, Inc.
Avon Park, FL | 765. Lawrence J. Warns
Watsonville, CA |
| 758. Frederick Conrad Vonvoigt &
Frances Vonvoigt Tr.
UA 23-OCT-98,
The Vonvoigt Family Trust
Temecula, CA | 766. Paul Watkins
Wellesley, MA |
| 759. Mary N. Wade, GP
Johnson Investors, LP
Franklin, TN | 767. Larry L. Watson (IRA)
Hagerstown, MD |
| 760. Leonard & Mildred
Walker Family Trust
U/A DTD 11/01/2005
Petersburg, MI | 768. Patricia A. Watson
South Windsor, CT |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

769. Lorraine S. Way
Charlotte, NC

777. Penina Wender
Memphis, TN

770. Elizabeth Weekley, TTEE
Independence, MO

778. Razelle Wender
Memphis, TN

771. Don Weining
Newark, DE

779. Stanley L. Wender
Memphis, TN

772. Cornelius F. Weinrich
Ventura, CA

780. Joseph P. White &
Joseph P. White Sharetrust
Fredericksburg, VA

773. Jack Weiss & Barbara Weiss
Yonkers, NY

781. Joyce T. White
Columbia, TN

774. Sylvia Weissman
Teaneck, NJ

782. Rosalie A. Whitehead
Peekskill, NY

775. Elliot Wender
Memphis, TN

783. Michael Whitney
Boynton Beach, FL

776. Mark D. Wender; individually and
as custodian for Brian Wender and
Rebecca Wender
Memphis, TN

784. Mary Jane Whitty &
Roxane Egan
Schroon Lake, NY

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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|---|---|
| 785. Harry A. Wicht &
Joyce A. Wicht
Culpeper, VA | 793. Williamson Family Trust,
Robert P. and Madeline M.
Williamson, Trustees
Rancho Mirage, CA |
| 786. Carolyn R. Wiedemeier
St. Louis, MO | 794. Michael Williamson &
Margaret Williamson
Salado, TX |
| 787. Linda Wilburn &
Richard Wilburn, JT
Long Creek, OR | 795. Steven P. Williamson
Temecula, CA |
| 788. Evangeline A. Wilcox
Johnstown, NY | 796. Harriet Wilshusen, TTEE
HHW Family Trust
Carefree, AZ |
| 789. Cleo J. Wiley
Bend, OR | 797. Jane R. Wilson
Carmel Valley, CA |
| 790. Timothy J. Willard
Fallbrook, CA | 798. Thomas J. Wilson &
Beth A. Wilson JT TEN
Wentzville, MO |
| 791. The William J. McGinnis,
Residuary Trust UA 2/23/08
Wilmington, DE | 799. Carolyn K. Winter Tr.
UA 6/23/05
Winter Family Trust
Coarsegold, CA |
| 792. R. Joseph Williams, Jr.
(Roth IRA)
High Ridge, MO | 800. Justin D. Wolf
Charlotte, NC |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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|---|---|
| 801. Jane B. Wollaston
La Jolla, CA | 809. Peter C. Wyatt
Newburyport, MA |
| 802. Women of the Uniontown
Presbyterian Church
Faunsdale, AL | 810. David P. Yaffe
Los Angeles, CA |
| 803. The Women of the Uniontown
Presbyterian Church, First
Presbyterian Church
Faunsdale, AL | 811. Wanda L. Young
West Milton, OH |
| 804. Margaret C. Wood
Lilburn, GA | 812. Arthur L. Youngblood &
Elizabeth E. Youngblood
Mobile, AL |
| 805. Donni K. Woods &
Phillip J. Woods
Wichita, KS | 813. Owen R. Zachritz
Faulkton, SD |
| 806. W. J. J. Woolley &
C. R. Woolley (deceased)
Kent, United Kingdom | 814. Nancy A. Zidle &
Gerald S. Zidle JTWROS
Hooksett, NH |
| 807. Donald B. Workman
La Crescenta, CA | 815. Judith A. Ziegert
Mason, OH |
| 808. Hazel P. Wright (fka Hazel L.
Pugh) & Roy L. Pugh, JTWROS
Jacksonville, FL | 816. Doris A. Zimmer TTEE
Lionel N. Zimmer TTEE
The Doris A. Zimmer Rev Trust
U/A DTD 7/7/92
Richmond, VA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

817. Roger H. Zion, TTEE
Otto Knauss Trust
FBO Marjorie Zion
UAD 12/29/1976
Evansville, IN

818. James E. Zlibin & Susan C. Zlibin
TTEE, Zlibin Living Trust
Minden, NV

819. Cornelia Zoon
Federal Way, WA

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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| 820. Phillip Bayarena
Ridgecrest, CA | 831. John D. Pruett and Penny Coull
TTEEs of John & Lucille Pruett
Intervivos Trust
Norrstown, PA |
| 821. Donna J. Baynes
(Roth IRA)
Belmont, CA | 832. Rodney J. Ross,
Brenda M. Ross, &
The Ross Family Trust
Gilbert, AZ |
| 822. Donna T. Brimhall
Ogden, UT | 833. Mildred E. Ruff
Cupertino, CA |
| 823. Patricia P. Brown
Thomasville, GA | 834. William J. Skeats &
Claire T. Skeats
Commack, NY |
| 824. Jane Burr
Southport, CT | 835. Leland S. Swanson &
Luella M. Swanson
Puyallup, WA |
| 825. Julian R. Denison
Oldwick, NJ | 836. Charles E. Van Over
Montrose, CO |
| 826. Joseph F. Ferguson &
Agnes M. Ferguson
Gibsonia, PA | 837. Benny M. Wade
Reno, NV |
| 827. Beverly Gaines
Dallas, TX | |
| 828. Harry R. Gould
Nutley, NJ | |
| 829. Virginia Higgins & Drexel
Scott
Warren, OH | |
| 830. Julia A. Hoyle (deceased)
Sanford, NC | |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

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| 838. Melissa Abich-Espinoza
San Gabriel, CA | 847. Marjorie M. Kelley
Westwood, MA |
| 839. Susan C. Bauer
Garland, TX | 848. Elizabeth A. King TTEE
FBO King Family Trust
UA 07 27 92
Fullerton, CA |
| 840. Beryl & Marilyn Dickson
TRS
Bandon, OR | 849. Estate of Julius H. Linkkila
Brooklyn, CT |
| 841. Michael Evan Eldridge
Spring Lake, MI | 850. Liane Lion
London, England |
| 842. James A. Gibbs
Carson City, Nevada | 851. Thomas Loffland
Fort Worth, TX |
| 843. Jerry Hackett
Macomb, MI | 852. Joe E. Maxwell
Nashville, TN |
| 844. Fay Helmon
Issaquah, WA | 853. Thelma McClain (deceased)
Riverside, CA |
| 845. Clarice Hogan Jones
Charlotte, NC | 854. Mosko Irrevocable Trust
UA 3 22 91
Frank Thomas Mosko,
Trustee
Bayfield, CO |
| 846. James H. & Mary V.
Nieuwenhuis Trust, UA 23-
Jun-86
Mary V. Nieuwenhuis,
Trustee
San Diego, CA | 855. Geena J. Oh
Los Angeles, CA |

Requests for Exclusion Received in Connection with Notice of Pendency of Class Action

- 856. Orlando Sabatini
Whiting, NJ
- 857. Michael F. Sands
Tustin, CA
- 858. George N. Scheller
Tucson, AZ
- 859. Francis R. Slattery IRA
Norristown, PA
- 860. Francis R. Slattery &
Philomena C. Slattery JT TEN
Norristown, PA
- 861. Philomena C. Slattery &
Francis R. Slattery JT TEN
Norristown, PA
- 862. Karen Glover Wilmoth, TRS
FBO Wilmoth JT Grantors
Trust
Dallas, TX
- 863. Channa Weeratunge
Kinwood, TX
- 864. Rotondo Family Trust
Redmond, WA