

Amendment No. 2 to Settlement Agreement

This Amendment No. 2 to Settlement Agreement is made and entered into this 9th day of August, 2000, by and between Settling Plaintiffs and Settling Defendants.

WHEREAS, the parties entered into a settlement agreement dated January 26, 1999, and amended it on November 16, 1999 (the "Settlement Agreement");

WHEREAS, Settling Plaintiffs and Settling Defendants wish further to amend the Settlement Agreement in view of comments made at the Fairness Hearings and in view of other developments bearing on the Settlement Agreement; and

WHEREAS, these further amendments relate to and fully resolve questions regarding the applicability of the Settlement Agreement to looted Artworks (a term defined below) and to claims involving Participating Insurance Carriers (a term defined below), as well as issues relating to the manner in which the Settlement Fund will be distributed and the payment of distribution costs;

NOW, THEREFORE, it is agreed by and among the parties to the Settlement Agreement, through their respective attorneys, that:

1. DEFINITIONS

1.1. The capitalized terms used in this Amendment No. 2 to Settlement Agreement shall have the meanings assigned to them in the Settlement Agreement, unless otherwise modified by this Amendment No. 2.

1.2. The definition of the term Assets in Section 1 of the Settlement Agreement is hereby amended by adding the phrase "insurance policies" after the word "equipment." The definition of Assets in Section 1 of the Settlement Agreement is further amended by capitalizing the word "artworks."

1.3. Section 1 of the Settlement Agreement is hereby amended by adding the following definitions:

"Artworks means any specifically identified objects of artistic value, including, but not limited to, Judaica, rare books, paintings, drawings, and sculpture, actually or allegedly belonging in whole or in part to Settling Plaintiffs that are currently in the possession, custody, or control of any Releasee and that were actually or allegedly stolen, expropriated, Aryanized, confiscated, or were otherwise wrongfully taken by, at the request of, or under the auspices of, the Nazi Regime."

"Claims Resolution Tribunal – SD ('CRT-SD')" means the Claims Resolution Tribunal as it may be reconstituted to perform functions relating to the distribution of the Settlement Fund."

"Policy Claims" means all Claims or Settled Claims relating to direct insurance policies issued by Participating Insurance Carriers to Victims or Targets of Nazi Persecution that (1) do not otherwise qualify as claims relating to Looted Assets, and (2) have not been paid by the issuing Participating Insurance Carrier, its affiliate, successor, or subsidiary, provided that, for the purposes of this clause, a policy will not be considered "paid" if documentary evidence demonstrates that the policy was paid in contravention of applicable law."

"Participating Insurance Carriers" means all Releasees listed on Exhibit 1 hereto, as it may be amended pursuant to the terms of this Amendment No. 2 to Settlement Agreement."

2. ARTWORKS

2.1. The Settlement Agreement is hereby amended by adding a new Section 12.6 as follows:

"12.6. Notwithstanding any other provisions of this Settlement Agreement including this Section 12 hereof, Settling Plaintiffs' discharge of Releasees from any and all Claims shall not bar any Settling Plaintiff from bringing a lawsuit to recover specifically identified Artworks that qualify as Looted Assets where the suit seeks relief in the nature of a replevin action for return of such specifically identified Artworks against a Releasee who allegedly is currently in actual possession of such specifically identified Artworks; provided, however, that any such Settling Plaintiff may not seek to recover any damages, fees, or costs of any kind or seek any relief whatsoever beyond return of the specifically identified Artworks except such payment of court costs as are routinely awarded to prevailing parties in the courts of the country in which the lawsuit was brought; provided further, that any such suit may only be brought in the courts of the country where the Artworks allegedly are located at the time the suit is begun, or the courts of the country from which the Artworks were looted; and provided further that, before any such suit may be brought, the Settling Plaintiff must first take reasonable steps to secure the return of the Artworks from the Releasee through means other than litigation."

3. DISTRIBUTION OF SETTLEMENT FUNDS

3.1. Section 4.1 of the Settlement Agreement is hereby amended by striking it in its entirety, and substituting the following:

"4.1. Notwithstanding any further activities, findings, recommendations, or conclusions of, or costs incurred by, the ICEP, ICRF, CRT, or any CRT-SD, and notwithstanding any other provisions of this Settlement Agreement, Releasees shall have no financial exposure or additional liability of any kind whatsoever beyond the Settlement Amount for any cost incurred by the ICEP and the Independent Association of Eminent Persons and their agents, counsel, and auditors, after ICEP's final meeting of February 23, 2000; the ICRF; the CRT after the date of this Amendment No. 2, except to the extent the CRT establishes that any cost incurred was for the purpose of processing claims to the account lists published by the Swiss Bankers Association in 1997; any CRT-SD, including all costs incurred for establishing the CRT-SD; or by any other person that is in any way connected to or arises out of the distribution of the Settlement Fund; including, without limitation, all costs and expenses incurred in connection with the publication of additional accounts, centralizing of account databases, and preparation of bank files for the use of the CRT-SD or any other claims facility established by the Court for resolving claims of the Deposited Assets Class or other Settling Plaintiffs; all such costs shall be paid in their entirety by the Settlement Fund."

3.2. The Settlement Agreement is hereby amended by adding a new Section 4.4 as follows:

"4.4. Settling parties agree to support the Swiss Federal Banking Commission's decision of March 30, 2000 to authorize expeditious publication, on the Internet, of identifying information relating to approximately 26,000 open, suspended, and closed accounts dating from the relevant era that, in the opinion of ICEP, probably or possibly belong to Victims of Nazi Persecution; provided, however, that the accounts authorized for publication shall first be reviewed at the bank's expense for the purpose of removing account names that do not meet the publication criteria. The review process shall not unreasonably delay the expeditious publication of the account information. Publication will occur as soon as feasible after the Court issues an order approving a plan of allocation and distribution hereunder, which the parties anticipate will occur in September, 2000. Once publication has been completed, Settling Plaintiffs shall be required to submit claims to Deposited Assets within a reasonable period of time to be set by the Court."

3.3. The Settlement Agreement is hereby amended by adding a new Section 4.5 as follows:

"4.5 Settling parties agree to support the Swiss Federal Banking Commission's decision of March 30, 2000 to authorize expeditious centralization, as soon as feasible after the Court issues an order approving a plan of allocation and distribution, of the database of all account holders that, according to the final conclusions of ICEP, probably or possibly belong to Victims of Nazi Persecution. The centralized database shall be used, subject to the directives of the Swiss Federal Banking Commission, for the matching and research of claims submitted by Settling Plaintiffs through the settlement procedures. All costs incurred for establishing and operating the centralized database shall be paid in their entirety by the Settlement Fund."

3.4. Section 5.1 of the Settlement Agreement is hereby amended by striking the last sentence of the first paragraph of that section and substituting the following: "Except as provided in Sections 5.2 and 5.3, Settling Defendants shall pay into the Escrow Fund the Settlement Amount in four installments: (1) \$250 million ("Installment 1") on November 23, 1998; (2) \$333 million ("Installment 2") on November 23, 1999; (3) \$333 million ("Installment 3") on November 23, 2000; and (4) \$334 million ("Installment 4") also on November 23, 2000."

3.5. Section 5.1 is further amended by striking the last sentence of the second paragraph of that section and substituting the following: "Unless Settling Plaintiffs direct otherwise, within thirty (30) days after the Settlement Date, the Escrow Agents shall authorize the transfer of the then-existing balance of the Escrow Fund (including interest earned thereon), less a reserve for taxes payable by the Escrow Fund, to the Settlement Fund."

3.6. Section 5.1 is further amended by striking the third paragraph of that section.

3.7. Section 5.2 of the Settlement Agreement is hereby amended by adding between the first and second sentences of this Section the following: "Provided, however, that the Settlement Fund shall directly pay to claimants all special adjustments for interest and fees awarded by the Claims Resolution Tribunal pursuant to guidelines established by the ICRF."

3.8. Section 5.3 of the Settlement Agreement is hereby amended by adding to the first paragraph between the first and second sentences of that paragraph the following: "All payments made to claimants of or through the New York State Banking Department (including but not limited to its Holocaust Claims Processing Office) will be credited against the Settlement Amount for the full amount of these payments."

3.9. Section 5.5 of the Settlement Agreement is hereby amended by striking it in its entirety and substituting the following:

"5.5. Within ten (10) business days after the later of court approval of this Settlement Agreement as amended or execution of

Amendment No. 2 by the parties, Settling Defendants shall pay into the Escrow Fund \$10,521,000, which is the amount of interest that would have been due and payable on November 23, 2001 under Section 5.5 of this Settlement Agreement prior to this amendment thereto."

3.10. Section 7.3 of the Settlement Agreement is hereby amended by striking it in its entirety and substituting the following:

"7.3 Pending issuance of the Final Order and Judgment, and subject to the requirements of the Escrow Agreement, the Escrow Agent(s) for the Escrow Fund may authorize disbursements of up to \$20 million in the aggregate for payment of bona fide costs normally, reasonably, and necessarily incurred for purposes of providing Class Notice or otherwise effectuating this Settlement Agreement, including costs associated with establishing a deposited assets claims process, provided, however, no disbursements may be made for purposes of paying Settling Plaintiffs' attorneys' fees or expenses (other than expenses incurred for class notice or fund administration)."

3.11. Section 7.4 of the Settlement Agreement, as set forth in Amendment No. 1 to the Settlement Agreement, is hereby amended by striking it in its entirety and substituting the following:

"7.4 Upon approval of the Court, the Escrow Agents may authorize disbursements of additional amounts from the Escrow Fund to pay bona fide costs normally, reasonably, and necessarily incurred in the settlement process, such as for class notice or for establishing a deposited assets claims process."

3.12. Section 7.5 of the Settlement Agreement is hereby amended by striking the second sentence in its entirety and substituting the following: "All fees and expenses of administering the Settlement Fund shall, subject to Court approval, be paid from the Settlement Fund."

3.13. Section 7.5 of the Settlement Agreement is hereby further amended by striking the last sentence of that section and substituting the following: "Settling Defendants and other Releasees shall have no liability for such administrative fees and expenses beyond the Settlement Amount, including any fees or expenses incurred by the CRT-SD or any other person or entity."

3.14. Section 7.8 of the Settlement Agreement is hereby amended by striking the entire section and substituting the following: "Settling Defendants shall have no responsibility for preparing, implementing, or funding the plan for administration and distribution of the Settlement Fund, and shall have no liability to the Settlement Classes or any

other person or entity in connection with the administration, allocation, and distribution of the Settlement Fund, including, but not limited to, with respect to the CRT-SD."

3.15. The Settlement Agreement is hereby amended by adding Section 7.9, which reads as follows:

"7.9. Any plan for administering this settlement, including any claims resolution process, shall be carried out under the supervision and control of the Court. Among other things, the Court will maintain judicial control over the procedural and substantive rules, all amendments thereto, and the appointment of personnel and staff in connection with any claims resolution process. Subject to the Swiss Federal Banking Commission's directives, the CRT-SD or other Swiss-based contact office for the claims resolution process will have access to the existing files prepared by the ICEP auditors in the course of their investigation on specific accounts that in the opinion of the ICEP probably or possibly belong to Holocaust victims where required for resolving specific claims by Settling Plaintiffs. No information on specific bank accounts may be disclosed, directly or indirectly, by the CRT-SD or other Swiss-based contact office for the claims resolution process to the Court or the Settling Plaintiffs unless (i) the files are required for resolving specific claims by Settling Plaintiffs, (ii) the claimant has provided plausible evidence that an account holder is his or her relative and a Victim or Target of Nazi Persecution; and (iii) the claimant who is deemed entitled to an account agrees to, or the competent Swiss authority permits, the transfer of such information. No claims resolution process established hereunder shall be empowered to act, or to provide information concerning any account, in connection with any claim by a person who is not a Victim or Target of Nazi Persecution, other than to reject the claim on such grounds. All payments approved by any claims resolution process established hereunder shall be made directly from the Settlement Fund. No Releasee shall have any liability for claims of any kind submitted by Settling Plaintiffs apart from the Settlement Amount, whether or not such claims are resolved by any claims resolution process established hereunder."

3.16 The Settlement Agreement is hereby amended by adding a new Section 7.10 as follows:

"7.10. Pending issuance of the Final Order and Judgment, the Escrow Agents for the Escrow Fund may authorize, subject to the requirements of the Escrow Agreement, disbursements from the Escrow Fund for payment to Settling Plaintiffs of well-documented Claims."

3.17. Nothing herein shall be deemed to abrogate whatever power the Court may have under Rule 23(d)(2) of the Federal Rules of Civil Procedure to make appropriate orders required for the fair conduct of any claims process; provided, however, that no such order may be inconsistent with the terms of this Settlement Agreement. The Settlement Fund shall pay all costs incurred by the Settling Defendants in complying with such orders, including, but not limited to, the expenditure of time by the Settling Defendants' own employees.

4. INSURANCE

4.1. The Settlement Agreement is hereby amended by adding a new Section 9.3 as follows:

"9.3. The Court shall cause notice to be provided to Settlement Class members of the allocation and distribution plan for the Settlement Fund. That notice shall, inter alia, include a reasonably detailed description of the procedures set forth in this Amendment No. 2 to Settlement Agreement for making Looted Asset Claims and for making Policy Claims involving Participating Insurance Carriers, and shall provide for a reasonable period of time to opt out solely from the aspects of the Settlement relating to the releases of the Participating Insurance Carriers. Such notice shall also include a list of the Participating Insurance Carriers who will be subject to Section 17 of the Settlement Agreement. Nothing in this Section or in the notice to be provided under this Section shall be construed to mean that the prior class action notice was insufficient in any respect."

4.2. The Settlement Agreement is hereby amended by adding the following Section 17, entitled "Policy Claims":

"17.1. Victims or Targets of Nazi Persecution may make Policy Claims to the Court or its designee (subject to the Court's review) within a reasonable period to be specified in the allocation and distribution plan. The Court or its designee will determine whether Policy Claims are valid pursuant to criteria to be established within sixty days from the date of court approval of the settlement by agreement acceptable to the parties and the Participating Insurance Carriers. The conclusion of such agreement is a condition precedent of any undertaking concerning insurance in this Amendment No. 2, including, without limitation, any undertaking of the Participating Insurance Carriers in Section 17.3, and any Participating Insurance Carrier that does not subscribe to such agreement shall be removed from Exhibit 1 hereto and thereafter shall not be a Participating Insurance Carrier. In principle, Policy Claims will be deemed valid where (1) the claimant is a Victim or Target of Nazi Persecution; (2) there is documentary evidence that the claimant is making a claim on a

direct insurance policy issued by a Participating Insurance Carrier; (3) the claimant is entitled to the proceeds of the policy because the claimant is the policyholder, the beneficiary of the policy, or a rightful heir of such persons; and (4) there is documentary evidence that the net cash surrender value of the policy (as defined in Section 17.3) has not already been paid to the policyholder, the beneficiary, another beneficiary, or a rightful heir, provided, however, that prior recovery of less than the net cash surrender value will not preclude a claimant from recovering the difference between the prior recovery and the net cash surrender value under this Settlement, unless the prior recovery was obtained pursuant to (a) a law or regulation enacted after World War II that did not discriminate against Victims or Targets of Nazi Persecution, or (b) an accord and satisfaction.

"17.2. The Participating Insurance Carriers will make available at their expense all information or documentation in their possession (or in the possession of any current affiliate or subsidiary listed on Exhibit 1 hereto (as amended) that would reasonably be expected to have information or documentation relating to the policy at issue) relating to submitted Policy Claims, but only after the Court or the designee has determined that the submitted Policy Claim is not frivolous. Any Policy Claim submitted to a Participating Insurance Carrier shall be accompanied by the claimant's authorization of such Participating Insurance Carrier to procure information relating to the Policy Claim from archives of governmental restitution offices. Where a Policy Claim is not directed at a particular Participating Insurance Carrier because the claimant does not know which Carrier issued his or her policy, all of the Participating Insurance Carriers will search their records or the records of their current affiliates or subsidiaries listed on Exhibit 1 hereto (as amended) that are reasonably expected to have information or documentation relating to the policy at issue, but only if there is a reasonable basis, as determined by the Court or its designee, to believe that one of the Participating Insurance Carriers may have issued the policy in question. The Participating Insurance Carriers will enter into arrangements with the Swiss insurance supervisory authority, who will have authority to monitor the Participating Insurance Carriers' obligations under this Section 17.2 by: (a) reviewing written search protocols that each Participating Insurance Carrier will use to perform the searches required by this Section 17.2 to make sure those protocols are fully adequate; (b) taking steps it deems reasonable to confirm that the Participating Insurance Carrier is following the approved protocol in conducting its searches, and (c) preparing periodic reports generally describing the actions it has taken pursuant to this Section 17.2. The foregoing actions of the

Swiss insurance supervisory authority will be the exclusive measures taken to confirm the Participating Insurance Carriers' compliance with their undertakings under the Settlement Agreement.

"17.3. Policy Claims found to be valid by the Court or its designee (subject to the Court's review) will be paid at the net cash surrender value – the policy value adjusted to reflect the amount for which the policy could be redeemed at the relevant time – multiplied by a reasonable gross-up factor. Solely for the purposes of determining a reasonable gross-up factor, the parties agree to follow the guidelines specifically related to the computation of such a factor, as promulgated by the International Commission on Holocaust-era Insurance Claims. The Settlement Fund and the Participating Insurance Carriers will each be responsible for one half of the amount awarded on valid Policy Claims for the first \$100 million (up to a cap of \$50 million for the Settlement Fund, on the one hand, and up to a cap of \$50 million for the Participating Insurance Carriers, collectively, on the other hand) to be paid according to Section 17.4 hereof. If valid Policy Claims exceed \$100 million, either the Settlement Fund will pay any amounts in excess of the first \$100 million or valid Policy Claims will be paid pro rata within the combined cap of \$100 million. Under no circumstances will the Participating Insurance Carriers collectively be responsible for more than \$50 million, and, subject to the provisions of Section 17.4, all Releasees other than the Participating Insurance Carriers will have no liability for Policy Claims. All Looted Asset Claims including those relating to insurance policies will be paid exclusively from the Settlement Fund.

"17.4. Commencing thirty days after the last time period set forth in this Amendment No. 2 for any Participating Insurance Carrier to withdraw, the Court or its designee (subject to the Court's review) will issue a certificate of validity to each claimant whom it finds has a valid Policy Claim relating to a Participating Insurance Carrier that has not withdrawn. Within six months following the date of issuance, a claimant may present the certificate of validity to Settling Plaintiffs to receive the amount awarded pursuant to procedures to be included in the Court's plan of allocation and distribution of the Settlement Fund. All awards relating to Policy Claims shall be paid jointly by the Settlement Fund and the Settling Defendants. Counsel for Settling Plaintiffs shall promptly provide Settling Defendants with copies of all certificates of validity presented to them for payment. Settling Defendants shall pay 50% of the amount designated in such

certificate up to the \$50 million cap on the Participating Insurance Carriers' responsibility, within 15 business days of presentation."

"17.5. All of the parties to this Settlement Agreement agree, and as a condition to submitting any claim under the Settlement Agreement any claimant must acknowledge, that (i) neither the direct nor indirect participation by any Participating Insurance Carrier or its attorneys or agents in the negotiation or implementation of the Settlement Agreement, including but not limited to reviewing or providing information related to Looted Assets Claims or Policy Claims, providing information concerning publishing notice or actually publishing notice of the names of holders of policies subject to Looted Assets Claims or Policy Claims or contributing funds toward the payment of Policy Claims, shall subject any Participating Insurance Carrier to the jurisdiction of the United States District Court for the Eastern District of New York or any other state or federal court in the United States, (ii) the Court's retention of jurisdiction to enforce the Settlement Agreement shall not supply jurisdiction over any Participating Insurance Carrier, and (iii) the parties to this Settlement Agreement shall not argue that any Participating Insurance Carrier is subject to such jurisdiction either in this pending action or any other action in the United States based, in whole or in part, on any or all of the aforementioned factors."

"17.6. The voluntary dismissal, with prejudice, of the Releasees listed in Exhibit 2 (provided, however, they have not previously withdrawn) from the actions entitled Cornell, et al. v. Assicurazioni Generali S.p.A., et al., 97 Civ. 2262 (S.D.N.Y.), and Winters, et al. v. Assicurazioni Generali S.p.A., et al., 98 Civ. 9186 (S.D.N.Y.), and of all claims, whether known or unknown, that have been or could have been asserted therein against any Participating Insurance Carrier pursuant to order and judgment of the United States District Court of the Southern District of New York shall occur within thirty days of the earlier of (a) the Settlement Date or (b) the last time period set forth in this Amendment No. 2 for any Participating Insurance Carrier to withdraw and is a condition precedent of the undertakings of such Participating Insurance Carrier in Section 17.3 and the Settling Defendants in Section 17.4.

"17.7.

- a) If the Court, after due consultation with the interested parties, determines that, in its opinion, this Section 17 cannot reasonably be implemented without public disclosure of the names of holders of

policies subject to Looted Asset Claims or Policy Claims, the Court, no later than halfway through the period for filing Looted Asset Claims and Policy Claims provided in the distribution plan, may recommend such disclosure, recognizing that the Court lacks jurisdiction over the Participating Insurance Carriers. The Court shall only recommend such disclosure if (1) based on the experience with claims that are being submitted, it appears that there is a strong likelihood that significantly more valid Looted Asset Claims and Policy Claims would be submitted if the names of holders of policies subject to Looted Asset Claims and Policy Claims were to be publicly disclosed, (2) it would be reasonably feasible for any or all of the Participating Insurance Carriers to identify the names of such policyholders, and (3) that recommendation, if implemented, would not cause a significant extension of the period for making such Claims. In determining whether disclosure of policyholder names is reasonably feasible pursuant to clause (2) of the preceding sentence, the Court shall consider a Participating Insurance Carrier's ability to identify relevant policyholder names, the amount of effort that would be required to develop reasonably comprehensive and reasonably accurate information, the cost of doing so, and the time it would take to do so; and the Court shall not recommend such disclosure if the likely costs and burdens are disproportionate to the likely benefits.

- b) If the Court makes a recommendation pursuant to subsection (a) with respect to disclosure of policyholder names, then the Settling Defendants shall, within five (5) days thereafter inform the Participating Insurance Carriers of the Court's recommendation and the Participating Insurance Carriers shall then have thirty (30) days within which to inform the Settling Defendants whether they intend to make the disclosure recommended by the Court and the Settling Defendants shall so inform the Court within five (5) days of being advised of the Participating Insurance Carriers' intentions. If a Participating Insurance Carrier fails to respond timely to an inquiry of a Settling Defendant, the Participating Insurance Carrier shall be deemed to have responded negatively.

- (1) If the Participating Insurance Carrier responds positively, any efforts to identify names to be disclosed shall be made by the Participating Insurance Carrier subject to review by the Swiss Insurance Supervisor, as provided in Section 17.2, and the reasonable costs incurred by the Participating Insurance Carrier in connection therewith and all other costs connected to the disclosure shall be paid by the Settlement Fund as a cost of distribution.
 - (2) If the Participating Insurance Carrier responds negatively, then any and all provisions with respect to insurance in this Agreement shall become null and void with respect to that Participating Insurance Carrier, including (without limitation) the provisions found in Section 17.3 hereof.
- c) In no event, and notwithstanding Section 17.4 hereof or any other provision of this Agreement, will any Settling Defendant have any liability to pay Policy Claims or make payments of any kind in respect of a Participating Insurance Carrier that has withdrawn pursuant to Section 17.7(b)(2) hereof."

"17.8 Any of the four groups of Participating Insurance Carriers (as reflected in Exhibit 1) may withdraw from this Settlement Agreement and this Amendment No. 2 (a) if no agreement is reached concerning payment criteria within the time period prescribed in Section 17.1; or (b) if pursuant to Section 17.7(b), it declines to follow a recommendation of the Court regarding publication. In the event any of the four groups of Participating Insurance Carriers withdraws, the amount of the \$50 million "cap" applicable to the Participating Insurance Carriers as a whole shall be reduced pro rata, per number of groups of Participating Insurance Carriers that withdraws. (For example, should one group of Participating Insurance Carriers withdraw, the amount of the cap shall be reduced to \$37.5 million.)"

5. MISCELLANEOUS PROVISIONS

5.1. The Settlement Agreement is hereby amended by adding a new Section 16.13 as follows:

"16.13 The parties agree that the provisions of section 16.2 of the Settlement Agreement (merger clause) will not apply to the

understandings reached in the Memorandum to File dated August 9, 2000, and its two accompanying attachments.”

6. EXECUTION

6.1. This Amendment No. 2 to Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Amendment No. 2 to Settlement Agreement as of the date first written above.

Settling Defendants:

CREDIT SUISSE GROUP
(for itself and on behalf of all other Credit Suisse Group entities included as Settling Defendants)

By Joseph T. McLaughlin
Joseph T. McLaughlin
Executive Vice President
Legal and Regulatory Affairs

UBS AG
(for itself and on behalf of all other UBS entities included as Settling Defendants)

By Robert C. Dinerstein
Robert C. Dinerstein
Managing Director
and General Counsel – Americas

Settling Plaintiffs:

SETTLEMENT CLASS COUNSEL

By Burt Neuborne
Professor Burt Neuborne