STIPULATION AND AGREEMENT OF SETTLEMENT

This stipulation and agreement of settlement is made and entered into by and between Lead Plaintiffs Hermes Focus Asset Management Europe Limited, Cattolica Partecipazioni, S.p.A., Capital & Finance Asset Management, Societe Moderne des Terrassements Parisiens and Solotrat (“Lead Plaintiffs”), on their own behalf and on behalf of all other purchasers of securities of Parmalat Finanziaria S.p.A. and its subsidiaries and affiliates (“Parmalat” or the “Company”) between and including January 5, 1999 and December 18, 2003 (the “Class Period”), and Defendant Banca Nazionale del Lavoro S.p.A. (“BNL”), Defendant Credit Suisse Group (“CSG”), Defendant Credit Suisse (“CS”), Defendant Credit Suisse International (“CSI”), and Defendant Credit Suisse Securities (Europe) Limited (“CSS”) (Defendants CSG, CS, CSI and CSS collectively will be referred to as the “Credit Suisse Defendants”) (collectively the “Parties”).

WHEREAS:

A. All capitalized words or terms not otherwise defined herein shall have the meaning for those words or terms as set forth in the paragraph below entitled “Definitions” at ¶ 1 hereof;
B. By Order dated May 21, 2004, Hermes Focus Asset Management Europe Limited, Cattolica Partecipazioni, S.p.A., Capital & Finance Asset Management, Societe Moderne des Terrassements Parisiens and Solotrat were appointed by the Honorable Lewis A. Kaplan to serve as Lead Plaintiffs on behalf of the Class in *In re Parmalat Securities Litigation*, No. 04 Civ. 0030 (LAK) (S.D.N.Y.);

C. Lead Plaintiffs’ Third Amended Consolidated Class Action Complaint for Violation of the Federal Securities Laws asserts claims against the Settling Defendants and others under Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and/or Section 20(a) of the Exchange Act;

D. Counsel for Lead Plaintiffs and counsel for the Settling Defendants have engaged in arms-length negotiations to resolve the claims by Lead Plaintiffs and the Class against the Settling Defendants and have now agreed to settle those claims on terms that include financial and non-financial benefits to the Class, including the payment of $50 million in cash to the Class, consisting of $25 million to be paid by BNL and $25 million to be paid by the Credit Suisse Defendants;

E. Based upon their independent investigation and the documents they have reviewed and depositions that they have taken, Co-Lead Counsel and Lead Plaintiffs have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to Lead Plaintiffs and the Class, and in the Class’s best interests, and have agreed to settle the claims raised in the Securities Action with the Settling Defendants pursuant to the terms and provisions of this Stipulation, after considering (a) the substantial benefits that the Class will receive from the Settlement, (b) the attendant risks of litigation, and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation; and
F. The Settling Defendants, on behalf of themselves and their relevant affiliates and/or subsidiaries, deny that they have violated any law or engaged in any wrongful conduct, and are entering into this Settlement to avoid the burden and expense of further litigation.

NOW THEREFORE, without any concession by Lead Plaintiffs that the Securities Action lacked merit, and without any concession by the Settling Defendants of any liability or wrongdoing or lack of merit in their defenses, it is hereby STIPULATED AND AGREED, by and among the Parties to this Stipulation, through their respective attorneys, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties hereto, that all Settled Claims against the Settling Defendants shall be compromised, settled, released and dismissed with prejudice, and without costs, upon and subject to the following terms and conditions:

1. Definitions. As used hereinafter in this Stipulation, the following terms shall have the following meanings:

a. “Authorized Claimant” means a Class Member who submits a timely and valid Proof of Claim to the Claims Administrator and does not opt out.

b. “Claims Administrator” means the firm to be retained by Lead Counsel, subject to Court approval, which shall process Proofs of Claim and administer the Settlement Amount to Authorized Claimants.

c. “Class” means all persons and entities who purchased securities of Parmalat during the Class Period and who were damaged thereby. Excluded from the Class are: (i) Parmalat; (ii) the Settling Defendants and all other Defendants; (iii) persons who, during the Class Period, were officers and/or directors of Parmalat or of its parent, subsidiaries and/or affiliates or of any of the corporate Defendants; (iv) any entity in which any of the Defendants
have or had a controlling interest; (v) the Settling Defendants’ liability insurance carriers and any affiliates or subsidiaries thereof; (vi) members of the immediate families of any of the foregoing; and (vii) the legal representatives, heirs, successors or assigns of any of the foregoing excluded persons or entities. Also excluded from the Class is any person or entity who or which properly excludes himself, herself or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Notice.

d. “Class Distribution Order” means an order of the Court approving the Claims Administrator’s administrative determinations concerning the acceptance and rejection of the claims submitted herein, and approving any fees and expenses not previously applied for, including the fees and expenses of the Claims Administrator and, if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

e. “Class Member” means any person or entity who or which is a member of the Class and not excluded therefrom.


g. “Co-Lead Counsel” means the law firms of Cohen Milstein and Grant & Eisenhofer.


i. “Court” means the United States District Court for the Southern District of New York.
j. "Defendants” means all defendants named in the Complaint and any future named defendants.

k. “Effective Date” means the date upon which Final Settlement Approval occurs.

l. “Escrow Account” means the interest-bearing account maintained by the Escrow Agent into which the Settlement Amount shall be deposited. Until all monies are disbursed from it and it is closed, the Escrow Account shall be controlled and maintained jointly by Cohen Milstein and Grant & Eisenhofer, on behalf of Lead Plaintiffs and the Class.

m. “Escrow Agent” means the financial institution selected by Co-Lead Counsel to receive, hold, invest and disburse the Settlement Amount pursuant to the terms of this Stipulation and the Escrow Agreement.

n. “Escrow Agreement” means the escrow agreement between Cohen Milstein, Grant & Eisenhofer and the Escrow Agent with respect to the Escrow Account.

o. “Final Judgment and Order of Dismissal” means the proposed judgment and order to be entered by the Court approving the Settlement in all material respects in the form attached hereto as Exhibit B. For avoidance of doubt, each of the items listed in ¶¶ 6(a)-(d) shall be considered material to the Parties.

p. “Final Settlement Approval” shall have the meaning set forth in ¶ 7 hereof.

q. “Grant & Eisenhofer” means Grant & Eisenhofer P.A., Co-Lead Counsel for Lead Plaintiffs and the Class.

r. “Named Plaintiffs” means Hermes European Focus Fund I, Hermes European Focus Fund II, Hermes European Focus Fund III, Laura J. Sturaitis, Arch Angelus
Sturaitis and Margery Louise Kronengold. Lead Plaintiffs and Named Plaintiffs together shall be referred to as “Representative Plaintiffs.”

s. “Net Settlement Fund” means the Settlement Fund less (i) Court awarded attorneys’ fees and expenses; (ii) Notice and Administration Expenses; (iii) any required Taxes; and (iv) any other fees or expenses approved by the Court.

t. “Notice” means the Notice of Pendency of Class Action, Hearing on Proposed Settlement and Attorneys’ Fee Petition and Right to Share in Net Settlement Fund which is to be sent to members of the Class substantially in the form attached hereto as Exhibit 1 to Exhibit A hereto.

u. “Notice and Administration Expenses” means all expenses incurred in the hiring of a Court-approved Notice expert; the preparation and printing of the Notice; providing notice to the Class by mail, publication and other means; receiving and reviewing claims; applying the Plan of Allocation; corresponding with Class Members; and the costs and fees of the Claims Administrator.

v. “Notice and Preliminary Approval Order” means the proposed order preliminarily approving the Settlement, and directing notice to the Class of the pendency of the Securities Action and of the Settlement, which shall be substantially in the form attached hereto as Exhibit A.

w. “Plan of Allocation” means the plan that Lead Plaintiffs will submit to the Court at a later date and upon further notice to the Class that shall be utilized for distribution of the Net Settlement Fund to Authorized Claimants in a manner consistent with the terms of this Stipulation, and as approved by the Court.
x. “Preliminary Approval” and “Preliminary Approval Order” means the entry by the Court of an order preliminarily approving this Settlement in all material respects in the form attached as Exhibit A to this Stipulation;

y. “Proof of Claim” means the form substantially in the form to be approved by the Court and disseminated to Class Members at a future date, which Class Members shall be required to complete and return to the Claims Administrator in order to substantiate their entitlement to a share of the Net Settlement Fund.

z. “Publication Notice” means the Summary Notice of Pendency of Class Action, Hearing on Proposed Settlement and Attorneys’ Fee Petition and Right to Share in Net Settlement Fund for publication substantially in the form attached as Exhibit 2 to Exhibit A hereto.

aa. “Released Parties” means the Settling Defendants and the Released Plaintiff Parties collectively.

bb. “Released Plaintiff Parties” means the Representative Plaintiffs and their predecessors, successors, affiliates, direct and indirect subsidiaries, parents, agents, clients, attorneys and any past, present or future officers, directors or employees.


d. “Settled Claims” means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, causes of action or liabilities of any kind or nature whatsoever in law or in equity, including both known and Unknown Claims, held by any Class Member at any point from the beginning of time to the date of the execution of this Stipulation,
that arise out of or relate to the allegations of the Complaint, including but not limited to those which (i) were asserted in the Securities Action by Class Members against any of the Settling Defendants; or (ii) could have been asserted in any forum by any of the Class Members against any of the Settling Defendants.

ee. “Settling Defendants” means BNL, the Credit Suisse Defendants, and their direct and indirect subsidiaries, parents, affiliates, predecessors, successors, agents, attorneys, and any past, present or future officers, directors or employees.

ff. “Settling Defendants’ Claims” means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, causes of action and liabilities of any kind or nature whatsoever in law or in equity, including both known and Unknown Claims, held at any point from the beginning of time to the date of the execution of this Stipulation, which claims have been or could have been asserted by the Settling Defendants against any of the Released Plaintiff Parties and which arise out of or relate in any way to the institution or maintenance of the Securities Action. For the avoidance of doubt, the Settling Defendants expressly reserve and do not release the claims they have asserted against Parmalat in Italy and/or Brazil.

gg. “Settling Defendants’ Counsel” means the law firms of Davis Polk & Wardwell and Allen & Overy LLP, respectively.

hh. “Settlement” means the resolution of the Securities Action as against the Settling Defendants in accordance with the terms and provisions of this Stipulation.

ii. “Settlement Amount” means the Payment of $50,000,000 in cash, consisting of $25 million to be paid by BNL and $25 million to be paid by the Credit Suisse Defendants, as described more fully in ¶ 3 below.
jj. “Settlement Fund” means (i) the Payment of $50,000,000 in cash, consisting of $25 million to be paid by BNL and $25 million to be paid by the Credit Suisse Defendants; and (ii) any interest owed or earned on any monies held in the Escrow Account.

kk. “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed Settlement is fair, reasonable and adequate and should be approved.

ll. “Stipulation” means this Stipulation and Agreement of Settlement.

mm. “Taxes” means all taxes on the income of the Settlement Fund and expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

nn. “Termination Notice” shall have the meaning set forth in ¶ 14 below.

oo. “Unknown Claims” means any and all Settled Claims which Representative Plaintiffs in the Securities Action or any Class Member does not know to exist in his, her or its favor at the time of the release of the Settling Defendants, and any Settling Defendants’ Claims which the Settling Defendants do not know to exist in its favor at the time of the release of the Released Plaintiff Parties, which if known by them might have affected their decisions with respect to the Settlement. With respect to any and all Settled Claims and Settling Defendants’ Claims, the parties stipulate and agree that upon the Effective Date, Lead Plaintiffs and the Settling Defendants shall expressly, and each Class Member shall be deemed to have, and by operation of the Final Judgment and Order of Dismissal 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, international or Italian law which is similar, comparable, or equivalent to Cal. Civ. 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 the Settling Defendants acknowledge, and other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Settling Defendants’ Claims was separately bargained for and was a key element of this Settlement.

2. Certification of Settlement Class. Solely for purposes of settlement, the Settling Defendants stipulate to (i) the certification of the Class as defined above, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, (ii) the appointment of Lead Plaintiffs, along with Hermes European Focus Fund I, Hermes European Focus Fund II, Hermes European Focus Fund III, Laura J. Sturaitis, Arch Angelus Sturaitis and Margery Louise Kronengold, as representatives of the Class, and (iii) the appointment of Co-Lead Counsel as Class Counsel pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. Lead Plaintiffs will move for, and the Settling Defendants shall not oppose, entry of the Notice and Preliminary Approval Order, which will certify the Securities Action to proceed as a class action solely for purposes of the Settlement.

3. The Settlement Consideration. A. In full settlement of the claims arising in connection with the purchase or sale of securities of Parmalat that are or could have been asserted in the Securities Action against the Settling Defendants and in consideration of the releases specified in ¶ 4 below, the Settling Defendants shall pay to the members of the Class the sum of $50,000,000, consisting of $25,000,000 to be paid by BNL and $25,000,000 to be paid by the Credit Suisse Defendants. The payment obligations under this paragraph are several as to BNL and the Credit Suisse Defendants, and neither BNL nor the Credit Suisse Defendants are
responsible for any default of the other. In the event that the Settlement does not go forward with respect to either BNL or the Credit Suisse Defendants, (i) this shall not relieve the other Settling Defendant of its obligations under the Settlement, and (ii) Lead Plaintiffs shall have the option to proceed with the Settlement with respect to the other Settling Defendant or to terminate the Settlement entirely.

B. Within ten business days after Preliminary Approval, the Settling Defendants shall pay ten million dollars ($10,000,000), consisting of $5,000,000 to be paid by BNL and $5,000,000 to be paid by the Credit Suisse Defendants, into the Escrow Account for the benefit of Lead Plaintiffs and the Class, as directed by Co-Lead Counsel.

C. Within ten business days after the entry by the Court of the Final Judgment and Order of Dismissal, the Settling Defendants shall pay the balance of the Settlement Amount into the Escrow Account for the benefit of Lead Plaintiffs and the Class, as directed by Co-Lead Counsel.

D. Without any concession that any of their respective business practices have been in any way deficient, each of BNL and the Credit Suisse Defendants confirms that it has in place and reaffirms its endorsement of principles and procedures that, among other things, promote the protection of investors in relation to business transactions, maintain transparency and reflect the desire to minimize systemic risks. In particular, each reaffirms its commitment to:

(i) assure compliance with laws and regulations applicable or relevant to the Settling Defendant and its business transactions;

(ii) achieve high ethical standards in the financial industry;

(iii) encourage employees to consult with company counsel on transactions that present potential reputational risks;
(iv) avoid intentionally engaging in transactions whose sole or principal purpose is to
disguise the true financial position of a company;
(v) dedicate appropriate resources to compliance, internal control, audit and risk
control; and
(vi) maintain appropriate independent review processes to consider the
appropriateness of proposed transactions that may present potential reputational
risks.

4. Releases. A. The obligations incurred pursuant to this Stipulation are in full and
final disposition of the Securities Action with respect to the Settling Defendants and any and all
Settled Claims.

B. As of the Effective Date, Representative Plaintiffs and each Class Member on
behalf of themselves, and each of their respective predecessors, successors, parents, subsidiaries,
affiliates, heirs, executors, trustees, and administrators, by operation of the Final Judgment and
Order of Dismissal, will release and forever discharge each and every Settled Claim, as against
each and every one of the Settling Defendants and shall forever be barred and enjoined from
commencing, instituting or maintaining any of the Settled Claims against any of the Settling
Defendants.

C. As of the Effective Date, the Settling Defendants, on behalf of themselves and
each and every of the Settling Defendants, and each of their respective predecessors, successors,
parents, subsidiaries, affiliates, heirs, executors, trustees, and administrators, by operation of the
Final Judgment and Order of Dismissal, will release and forever discharge each and every
Settling Defendants’ Claim, as against each and every one of the Released Plaintiff Parties and
shall forever be barred and enjoined from commencing, instituting or maintaining any of the
Settling Defendants’ Claims against any of the Released Plaintiff Parties.

D. Nothing herein shall be interpreted to release any of the Non-Settling Defendants.

5. **Motion for Preliminary Approval.** Concurrently with their application for Preliminary Approval and promptly after execution of this Stipulation, Co-Lead Counsel shall apply to the Court for entry of an Order Preliminarily Approving Settlement of the Securities Action, substantially in the form of the Preliminary Approval Order annexed hereto as Exhibit A.

6. **Motion for Entry of Final Judgment and Order of Dismissal.** If the Settlement contemplated by this Stipulation is approved by the Court, Co-Lead Counsel and the Settling Defendants’ Counsel shall jointly request that the Court enter a Final Judgment and Order of Dismissal in all material respects in the form annexed hereto as Exhibit B. Such Final Judgment and Order of Dismissal shall include:

   a. A provision permanently barring and enjoining any members of the Class who do not opt out from filing, commencing, prosecuting or maintaining, either directly or indirectly, in the Court before which the Securities Action is pending or in any other federal, foreign, state or local court, forum or tribunal all claims relating to or arising out of the Securities Action (or, in whole or in part, the subject matters set forth therein) against the Settling Defendants and their direct and indirect subsidiaries, parents, affiliates, predecessors, successors, agents, attorneys, and any past, present or future officers, directors or employees;

   b. A provision barring claims for contribution by or against the Settling Defendants, to the fullest extent provided for in 15 U.S.C. §78u-4(f)(7)(A);

   c. A provision providing for judgment reduction pursuant to 15 U.S.C. §78u-4(f)(7)(B);
d. A release by Lead Plaintiffs, on their own behalf and on behalf of the Class, and by the Named Plaintiffs, of the Settled Claims; and

e. A release by the Settling Defendants of the Settling Defendants’ Claims.

7. **Final Settlement Approval.** A. This Stipulation shall become final upon the occurrence of all of the following events without the prior termination of this Stipulation (“Final Settlement Approval”): (i) final approval of this Stipulation, and the Settlement contemplated hereby, in all material respects by the Court; (ii) entry of the Final Judgment and Order of Dismissal in all material respects in the form of Exhibit B hereto; and (iii) expiration of the time for further judicial review, or the time to seek permission for further judicial review, of the Court's approval of this Stipulation and the Settlement contemplated hereby, and the Court's entry of the Final Judgment and Order of Dismissal, without the filing of a request for further judicial review, or, if such further judicial review or effort to seek permission for such further judicial review is sought, (A) such further judicial review or effort to seek permission for such judicial review has been dismissed and the time to seek any further judicial review has expired, or (B) approval of this Settlement Agreement and the Settlement contemplated hereby, and the Final Judgment and Order of Dismissal, have been affirmed in their entirety by the court of last resort from which further judicial review has been sought and such affirmance has become no longer subject to the possibility of further judicial review. For avoidance of doubt, Final Settlement Approval may occur notwithstanding the actual or potential filing of any request for further judicial review that concerns only: an award of attorneys’ fees and expenses by the Court; any request by Co-Lead Counsel for an award by the Court to the Lead Plaintiffs and Named Plaintiffs; and/or the issue of the allocation of the Net Settlement Fund among Authorized Claimants.
B. The Settlement is conditioned upon Final Settlement Approval, dismissal of the Securities Action as to the Settling Defendants with prejudice, and the Final Judgment and Order of Dismissal (in all material respects in the form annexed hereto as Exhibit B) becoming final. Should those conditions not be met, the Settlement shall be null and void.

8. **Best Efforts to Effectuate This Settlement.** Co-Lead Counsel and the Settling Defendants’ Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order, the Stipulation and the Settlement, and to promptly agree upon and execute all such other documentation as reasonably may be required to obtain final approval by the Court of the Settlement.

9. **The Settlement Fund.** A. Subject to the Court’s approval, the Settlement Fund may be used: (i) to pay any Taxes; (ii) to pay Notice and Administration Expenses; (iii) to pay any attorneys’ fees and expenses awarded by the Court; (iv) to pay any other fees and expenses approved by the Court; and (v) to pay claims of Authorized Claimants determined valid for payment.

B. The Net Settlement Fund shall remain in the Escrow Account until the Effective Date, whereafter the Net Settlement Fund shall be distributed to Authorized Claimants as provided in ¶¶ 9-11 hereof. 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 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 in money market funds with one or more of the one hundred (100) largest banking institutions in the United States, and shall collect and reinvest all interest accrued thereon. The Lead Plaintiffs have structured the Escrow Account so that it will qualify as a
“qualified settlement fund,” as that term is defined in Treas. Reg. §1.468B-1, which has been promulgated under Section 468B of the Internal Revenue Code of 1986 as amended and the Parties hereto accordingly agree to treat the Settlement Fund as a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1, and that Cohen Milstein and Grant & Eisenhofer and the Claims Administrator, as administrators of the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be responsible for timely filing tax returns and any relevant tax filings and documentation relating thereto for the Settlement Fund and timely paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Settling Defendants’ Counsel, as transferors, agree to provide promptly to Lead Plaintiffs’ Counsel the required statement described in Treasury Regulation §1.468B-3(e); provided, that since some of the Settling Defendants are not U.S. persons and are not U.S. taxpayers, such Settling Defendants do not file U.S. federal income tax returns and thus cannot file the required statement with their U.S. tax return, as this regulation appears to require, and will not be required to provide such statement to Lead Plaintiffs’ Counsel.

C. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid by the Escrow Agent without prior 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 (including any interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Fund shall indemnify and hold the Settling Defendants harmless for Taxes and related expenses (including without limitation, taxes payable by reason of any such indemnification), if any, payable by the Settling Defendants by reason of the income earned on the Settlement Fund.
The Settling Defendants shall notify the Escrow Agent promptly if they receive any notice of any claim for Taxes relating to the Settlement Fund.

D. Co-Lead Counsel may pay from the Settlement Amount all reasonable costs and expenses associated with the administration of the Settlement, including, without limitation, the fees and costs of a Court-approved Notice expert, actual costs of identifying and notifying Class Members and printing and mailing the Notice and Proof of Claim, publication of the Publication Notice, reimbursement to nominee owners for forwarding the Notice and Proof of Claim to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with mailing notices and processing the submitted claims, and any other Notice and Administration Expenses. If the Settlement is terminated, as provided for herein, reasonable Notice and Administration Expenses actually paid or accrued in connection with this paragraph shall not be returned to the Settling Defendants. In this event, the Settling Defendants shall not have any right to seek to recover from Lead Plaintiffs or Co-Lead Counsel such reasonable Notice and Administration expenses actually paid or incurred.

E. Co-Lead Counsel will apply to the Court for a Class Distribution Order, on notice to the Settling Defendants’ Counsel, approving the Claims Administrator’s administrative determinations concerning the acceptance and rejection of the claims submitted herein and approving any fees and expenses not previously applied for, including the fees and expenses of the Claims Administrator, and, if the Effective Date has occurred, directing the payment of the Net Settlement Fund to Authorized Claimants. Settling Defendants will take no position on, and will have no rights with regard to, the Claims Administrator’s administrative determinations concerning the acceptance and rejection of the claims submitted herein.
F. This is not a claims-made settlement. As of the Effective Date, neither the Settling Defendants nor any person paying the Settlement Amount or any portion of the Settlement Amount on behalf of the Settling Defendants shall have any right to the return of the Settlement Fund or any portion thereof irrespective of the number of Proofs of Claim filed, the collective amount of losses of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund. In the event that the Settlement is terminated or fails to become effective for any reason prior to the Effective Date, the Class shall return to the Settling Defendants the Settlement Amount, subject to the provisions of ¶ 9D.

G. The Claims Administrator will administer the Settlement under Co-Lead Counsel’s supervision and subject to the jurisdiction of the Court. The Settling Defendants will have no responsibility for the administration of the Settlement, and shall have no liability to the Class in connection with such administration. Co-Lead Counsel will cause the Claims Administrator to mail the Notice (and, at a later date, the Proof of Claim) to those members of the Class whose addresses may be identified through reasonable effort. Co-Lead Counsel will publish the Publication Notice of the proposed Settlement in accordance with a plan designed to provide the best practical notice to the Class as may be approved by the Court.

10. **Attorneys’ Fees and Expenses.** A. At any time prior to distribution to the Class, Co-Lead Counsel may apply to the Court for an award from the Settlement Fund of attorneys’ fees and expenses. The Settling Defendants will take no position on any request for attorney’s fees by Co-Lead Counsel. Any attorneys’ fees as are awarded by the Court shall be paid from the Settlement Fund to Co-Lead Counsel within ten (10) business days of the entry of the Order awarding such attorneys’ fees, 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 the obligation of Co-Lead Counsel to refund to the Settlement Fund, within ten (10) business days, the amount received by each plus accrued interest at the rate paid on the Escrow Account by the financial institution holding it, if and when, as a result of any appeal and/or further proceeding on remand, or successful collateral attack, the fee or cost award is reduced or reversed, if the award order does not become final, if the Settlement itself is voided by any party as provided herein, or if the Settlement is later reversed or modified by any court. Co-Lead Counsel shall allocate the attorneys’ fees among all law firms representing Lead Plaintiffs or any other plaintiffs in this action in a manner in which they in good faith believe reflects the contributions of such counsel to the prosecution and settlement of the Securities Action with the Settling Defendants. Co-Lead Counsel and all other plaintiffs’ counsel do not intend to apply for an award of attorneys’ fees from the Settlement Fund at this time, but may do so at a later time.

B. Co-Lead Counsel intend to ask the Court in connection with the application for approval of this Settlement for authorization to withdraw from the Settlement Amount up to six million dollars ($6,000,000) to reimburse them and all law firms representing Lead Plaintiffs or any other plaintiffs in this action for past expenses of this litigation. The Settling Defendants take no position on such request. Any such withdrawal authorized by the Court shall occur ten (10) business days after entry of Final Judgment and Order of Dismissal approving the Settlement, notwithstanding the potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to the obligation of Co-Lead Counsel and each such plaintiffs’ counsel to refund to the Settlement Fund, within ten (10) business days, the amount received by each plus accrued interest at the rate paid on the Escrow Account by the financial
institution holding it, if and when, as a result of any appeal and/or further proceeding on remand, or successful collateral attack, the expenses award is reduced or reversed, if the award order does not become final, if the Settlement itself is voided by any party as provided herein, or if the Settlement is later reversed or modified by any court.

C. Lead Plaintiffs and Co-Lead Counsel may not cancel or terminate the Stipulation or the Settlement based on this Court’s or any appellate court’s ruling solely with respect to any application for attorneys’ fees and expenses or other fee and expense award in the Securities Action. The Settling Defendants have no responsibility or liability for the allocation of attorneys’ fees.

11. Administration and Distribution of the Settlement Fund. A. The distribution of the Net Settlement Fund to Class Members shall be subject to the Plan of Allocation, which Lead Plaintiffs shall propose in their discretion, at a later point and subject to further notice to Class Members. The Settling Defendants take no position with respect to such Plan of Allocation; such Plan of Allocation is a matter separate and apart from the proposed Settlement between Lead Plaintiffs and the Settling Defendants, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement.

B. The Plan of Allocation is not a necessary term of this Stipulation and it is not a condition of 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 Stipulation or the Settlement based on this Court’s or any appellate court’s ruling solely with respect to the Plan of Allocation or any plan of allocation in the Securities Action.

C. Any member of the Class who fails to timely submit a valid Proof of Claim will not be entitled to receive any of the proceeds from the Net Settlement Fund but will otherwise be
bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment and Order of Dismissal to be entered in the Securities Action and the releases provided for herein, and will be barred from bringing any action against the Settling Defendants concerning the Settled Claims.

D. Co-Lead Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund. The Settling Defendants shall have no involvement in or liability, obligation or responsibility for the administration of the Settlement, the allocation of the Settlement proceeds, the reviewing or challenging of claims of members of the Class or the distribution of the Net Settlement Fund.

E. 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 Proof of Claim signed under penalty of perjury, and supported by such documents as are designated therein, including proof of the claimant’s loss, or such other documents or proof as Lead Counsel, in its discretion, may deem acceptable and subject to the approval of the Court;

b. The Claims Administrator shall disburse the proceeds from the Settlement only to those claimants who are determined to be members of the Class and (i) who have affirmatively undertaken not to seek to obtain any damages or compensation in any foreign proceedings against BNL and/or the Credit Suisse Defendants and/or any of their affiliates or subsidiaries that arise out of, relate to or are based upon, in whole or in part, the same allegations, transactions, facts or occurrences as the Securities Action, or (ii) who have provided evidence that they have withdrawn any such claims filed in such proceedings. Lead Plaintiffs and Co-Lead Counsel are not responsible or liable to the Settling Defendants or any other person
in the event that the Claims Administrator disburses the proceeds from the Settlement to ineligible claimants under the terms of this paragraph;

c. All Proofs of Claim must be submitted by the date specified thereon unless such period is extended by Order of the Court. Any Class Member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any payment pursuant to this Stipulation (unless, by Order of the Court, a later submitted Proof of Claim by such Class Member is approved), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment and Order of Dismissal to be entered in the Securities Action and the releases provided for herein, and will be barred from bringing any action against the Settling Defendants concerning the Settled Claims. A Proof of Claim shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed first-class postage prepaid and addressed in accordance with the instructions thereon, provided that it is received before the motion for the Class Distribution Order is filed. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

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

e. Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejection of a Proof of Claim, the Claims Administrator shall use its best efforts to communicate with the claimant in order to afford the claimant the opportunity to remedy curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under
supervision of Co-Lead Counsel, shall notify, in a timely fashion and in writing, all claimants whose Proofs of Claim they propose to reject in whole or in part, setting forth the reasons therefore, and shall indicate in such notice that the claimant whose claim is to be rejected in whole or in part has the right to correct or fulfill any deficiency in or on their claim. After further determination by the Claims Administrator, based on the original claim and any additional information provided by the claimant, if it is still rejected in whole or in part, the claimant shall have the right to a review by the Court if such claimant so desires and if such claimant complies with the requirements of subparagraph (f) below;

f. If any claimant who is notified by the Claims Administrator that the Claims Administrator intends to reject his, her or its claim in whole or in part desires to contest such rejection, such 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 specifically requesting a review thereof by the Court. If the dispute concerning the claim cannot be otherwise resolved, Co-Lead Counsel shall thereafter present the request for review to the Court; and

g. The administrative determinations of the Claims Administrator accepting and rejecting claims shall be presented to the Court, without notice to the Settling Defendants’ Counsel, for approval by the Court in the Class Distribution Order.

F. 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. In connection with the processing of the Proofs of Claim, no discovery shall be allowed on the merits of the Securities Action or of the Settlement.

G. Payment pursuant to this Stipulation shall be deemed final and conclusive against all Class Members. All Class Members whose claims are not approved by the Court 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 Final Judgment and Order of Dismissal to be entered in the Securities Action and the releases provided for herein, and will be barred from bringing any action against the Settling Defendants concerning the Settled Claims.

H. All proceedings with respect to the administration, processing and determination of claims described in this Stipulation 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.

I. The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator only after the Effective Date and after all claims have been processed and all claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to communicate with the Claims Administrator concerning such rejection or disallowance.

12. **Preservation of Discovery Materials.** The Parties shall preserve all discovery materials in the Securities Action until final resolution of *In re Parmalat Securities Litigation*, No. 04 MD 1653 (LAK). Within sixty (60) days after the event described in the first sentence of this paragraph, and in accordance with the provisions of the Stipulated Protective Order entered by the Court on August 3, 2005 and in force as of the date of this Stipulation, Co-Lead Counsel
shall take all steps appropriate to return or destroy the discovery materials produced in the Securities Action by each the Credit Suisse Defendants and BNL, and counsel for the Credit Suisse Defendants and BNL shall take all steps appropriate to return or destroy the discovery materials produced in the Securities Action by the Lead Plaintiffs and Named Plaintiffs.

13. **Confidentiality Protection.** All settlement- or discovery-related materials and information provided by each of the Credit Suisse Defendants and BNL, or by Lead Plaintiffs or Named Plaintiffs, before or after the date of this Stipulation, including, without limitation, documents, answers to interrogatories, answers to requests for admission and deposition testimony, shall be governed by the Protective Order entered by the Court on August 3, 2005 and in force as of the Effective Date of this Stipulation. In the event that any discovery-related materials are provided to the Claims Administrator or any other person(s) involved in notice or claims administration (except for Co-Lead Counsel, the Settling Defendants, and the Settling Defendants’ Counsel), such person(s) shall agree in writing to comply with the terms of the Protective Order and the security provisions set forth in the Plan of Administration and Distribution before receiving any such discovery-related materials and shall agree in writing to be subject to the jurisdiction of the Court for any violation of such Order or agreement. The Claims Administrator, Co-Lead Counsel and any other person(s) involved in claims administration may upon proper request by any Class Member provide to such Class Member information relating to his, her, or its particular claim form.

14. **Termination or Disapproval.** A. Each of BNL, the Credit Suisse Defendants and Lead Plaintiffs shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to all other parties hereto 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 this Stipulation or any material part of it; (c) the Court’s declining to enter the Final Judgment and Order of Dismissal in any material respect; (d) the date upon which the Final Judgment and Order of Dismissal is modified or reversed in any material respect by the United States Court of Appeals or the Supreme Court of the United States; or (e) in the event that the Court enters a judgment in a form materially different from the Final Judgment and Order of Dismissal (“Alternative Judgment”) and none of the Parties hereto elects to terminate this Settlement, the date upon which such Alternative Judgment is modified or reversed in any material respect by the United States Court of Appeals or the Supreme Court of the United States. The award of attorneys’ fees, if any, to Co-Lead Counsel is not a basis for termination of this Settlement Agreement.

B. Except as otherwise provided herein, in the event the Settlement is terminated or fails to become effective for any reason, then the Settlement shall be without prejudice and none of its terms shall be effective or enforceable except as specifically provided herein, the parties to this Stipulation shall be deemed to have reverted to their respective status in the Securities Action as of December 31, 2006 and, except as otherwise expressly provided, the parties in the Securities Action shall proceed in all respects as if this Stipulation and any related orders had not been entered. In such event, the fact and terms of this Stipulation shall not be admissible in any trial of this Securities Action.

C. If the Settlement Amount, or any portion thereof, is to be returned pursuant to the provisions of this Stipulation, any portion of the Settlement Amount previously paid by or on behalf of the Settling Defendants, plus interest earned less any Taxes paid or due (in which case the deducted funds will be used to pay such Taxes) with respect to such interest income, and less
any reasonable Notice and Administration Costs actually paid or incurred shall be returned to the Settling Defendants.

D. BNL and the Credit Suisse Defendants, at their discretion, each has the option to withdraw from the Settlement if, pursuant to the terms of a supplemental agreement among the undersigned, holders of the agreed upon percentage of Parmalat securities eligible to participate in the Settlement opt-out. In the event that one but not both of the Settling Defendants withdraws from the Settlement on that basis, the other Settling Defendant shall have the option to proceed pursuant to the terms of this Stipulation and Agreement of Settlement (subject to Lead Plaintiffs’ option under ¶ 3A hereof to terminate the Settlement).

15. No Admission of Wrongdoing. This Stipulation, whether or not consummated, and any negotiations, proceedings or agreements relating to the Stipulation, the Settlement, and any matters arising in connection with settlement negotiations, proceedings, or agreements:

a. shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms hereof, or to rebut an allegation that there has been an admission of liability or an admission of the validity of any claim or defense on the part of any Party in any respect;

b. shall not be described as, construed as, offered or received against the Settling Defendants as evidence of and/or deemed to be evidence of any presumption, concession, or admission by the Settling Defendants of: the truth of any fact alleged by Lead Plaintiffs; the validity of any claim that has been or could have been asserted in the Securities Action or in any litigation or forum; the deficiency of any defense that has been or could have been asserted in the Securities Action or in any litigation or forum; or any liability, negligence, fault, or wrongdoing of the Settling Defendants;
c. shall not be described as, construed as, offered or received against Lead Plaintiffs or any Class Members as evidence of any infirmity in the claims of said Lead Plaintiffs and the Class or that damages recoverable under the Amended Complaint would not have exceeded the Settlement Amount;

d. shall not be described as, construed as, offered or received against any of the parties to this Stipulation, in any other civil, criminal or administrative action or proceeding, provided, however, that (i) if it is necessary to refer to this Stipulation to effectuate the provisions of this Stipulation, it may be referred to in such proceedings, and (ii) if this Stipulation is approved by the Court, the Settling Defendants may refer to it to effectuate the protections granted them hereunder; and

e. shall not be described as or construed against the Settling Defendants or the Lead Plaintiffs and any Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Lead Plaintiffs or Class Members after trial.

16. **Exhibits.** All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

17. **Settling Defendants’ Warranties.** A. Each of the Settling Defendants warrant that, as to the payments made by or on behalf of it, at the time of such payment it was not insolvent nor did nor will the payment required to be made by or on behalf of it render it insolvent within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof.

B. If a case is commenced in respect of any Settling Defendant (or any insurer contributing funds to the Settlement Amount on behalf of a Settling Defendant) under Title 11 of
the United States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law, and 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 a Settling Defendant 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 to the Settlement Fund by others, then, at the election of Lead Plaintiffs, the Parties shall jointly move the Court to vacate and set aside the releases given and the Final Judgment and Order of Dismissal entered in favor of that one Settling Defendant or both Settling Defendants pursuant to this Stipulation, which releases and Final Judgment and Order of Dismissal as to that one Settling Defendant (or, if applicable, both Settling Defendants) shall be null and void, and the affected parties shall be restored to their respective positions in the litigation as of December 31, 2006, and any cash amounts in the Settlement Fund shall be returned as provided above.

18. **No Third-Party Beneficiaries.** This Stipulation is not intended to and does not create rights enforceable by any persons or entities other than the parties hereto and the members of the Class. There are no third-party beneficiaries. Without limiting the scope of the foregoing, no person or entity may use an alleged failure by the Settling Defendants to comply with ¶ 3D hereof as a basis for any claim for damages.

19. **Final and Complete Resolution.** The Parties to this Stipulation and Agreement of Settlement intend the Settlement of the Securities Action to be a final and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiffs and Class Members against the Settling Defendants with respect to the Settled Claims. Accordingly, Lead Plaintiffs and the Settling Defendants agree not to assert in any forum that the Securities Action was brought or
defended in bad faith or without a reasonable basis. The Parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the maintenance, defense or settlement of the Securities Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arms-length in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

20. **Modification.** This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties hereto or their successors-in-interest.

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

22. **Jurisdiction.** The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court (Kaplan, J.) shall retain exclusive jurisdiction for the purpose of entering orders providing for awards of attorneys’ fees and expenses to Co-Lead Counsel and enforcing the terms of this Stipulation.

23. **Waiver.** 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.

24. **Integrated Agreement.** This Stipulation and its exhibits constitute the entire agreement among the Parties hereto concerning the Settlement of the Securities Action as against the Settling Defendants, and no representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.
25. **Counterparts.** This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the parties to this Stipulation shall exchange among themselves original signed counterparts.

26. **Binding Effect.** This Stipulation shall be binding when signed, but the Settlement shall be effective only on the condition that the Effective Date occurs. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

27. **Choice of Law.** The construction, interpretation, operation, effect and validity of this Stipulation, 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.

28. **No Party Is the Drafter.** 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 arms-length negotiations among the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

29. **Authorization.** 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.

30. **Publicity.** A. Plaintiffs’ Co-Lead Counsel, Lead Plaintiffs and Named Plaintiffs shall not make any official public statements or statements to the media that disparage the business or reputation of any of the Settling Defendants or their Counsel based on the subject
matter of the Securities Action, provided that this sentence does not apply to statements in any judicial proceeding.

B. Settling Defendants and Settling Defendants’ Counsel shall not make any official public statements or statements to the media that disparage the business or reputation of any of the Lead Plaintiffs and Named Plaintiffs or their Counsel based on the subject matter of the Securities Action, or to disparage the Securities Action, provided that this sentence does not apply to statements in any judicial proceeding.

31. **Provision of Notices.** Notices required by this Stipulation shall be submitted either by any form of overnight mail or in person:

As to the Lead Plaintiffs and the Class to:

Diane Zilka, Esq.
Grant & Eisenhofer P.A.
1201 N. Market Street
Wilmington, DE 19801

and

Lisa M. Mezzetti, Esq.,
Cohen, Milstein, Hausfeld & Toll, P.L.L.C.,
1100 New York Avenue, N.W.,
Suite 500, West Tower,
Washington, D.C. 20005

As to the Credit Suisse Defendants to:

Michael S. Feldberg, Esq.
Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020

As to BNL to:

Dennis E. Glazer, Esq.
Nancy B. Ludmerer, Esq.
Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017
IN WITNESS WHEREOF, Lead Plaintiffs and the Settling Defendants have caused this Stipulation to be executed, by their duly authorized attorneys, as of February 15, 2007.

GRANT & EISENHOFER P.A.

By
Stuart M. Grant (SG-8157)
John C. Kairis (JK-2240)
James J. Sabella (JS-5454)
Diane Zilka (DZ-9452)
45 Rockefeller Center, 15th Floor
New York, NY 10111
Tel: 646-722-8500

Co-Lead Counsel for Plaintiffs

COHEN, MILSTEIN, HAUSFELD & TOLL, P.L.L.C.

By
Steven J. Toll
Lisa M. Mezzetti (LM-5105)
Mark S. Willis
Julie Goldsmith Reiser
Joshua S. Devore
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, D.C. 20005-3964
Tel: 202-408-4600

Co-Lead Counsel for Plaintiffs

Of Counsel:

SPECTOR ROSEMAN & KODROFF, P.C.
Robert M. Roseman (RR-1103)
Andrew D. Abramowitz
Daniel J. Mirarchi
Rachel E. Kopp
1818 Market Street, 25th Floor
Philadelphia, PA 19103
Tel: 215-496-0300

Of Counsel:
IN WITNESS WHEREOF, Lead Plaintiffs and the Settling Defendants have caused this Stipulation to be executed, by their duly authorized attorneys, as of February 15, 2007.

GRANT & EISENHOFER P.A.

By
Stuart M. Grant (SG-8157)
John C. Kairis (JK-2240)
James J. Sabella (JS-5454)
Diane Zilka (DZ-9452)
45 Rockefeller Center, 15th Floor
New York, NY 10111
Tel: 646-722-8500

Co-Lead Counsel for Plaintiffs

COHEN, MILSTEIN, HAUSFELD & TOLL, P.L.L.C.

By
Steven J. Toll
Lisa M. Mezzetti (LM-5105)
Mark S. Willis
Julie Goldsmith Reiser
Joshua S. Devore
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, D.C. 20005-3964
Tel: 202-408-4600

Co-Lead Counsel for Plaintiffs

Of Counsel:

SPECTOR ROSEMAN & KODROFF, P.C.
Robert M. Roseman (RR-1103)
Andrew D. Abramowitz
Daniel J. Mirarchi
Rachel E. Kopp
1818 Market Street, 25th Floor
Philadelphia, PA 19103
Tel: 215-496-0300
Counsel for Defendant BNL

Counsel for the Credit Suisse Defendants
DAVIS POLK & WARDWELL

By
Dennis E. Glazer (DG-2289)
Nancy B. Ludmerer (NL-4309)
Christine A. Murtha (CM-9589)
450 Lexington Avenue
New York, NY 10017
Tel: 212-450-4000

Counsel for Defendant BNL

ALLEN & OVERY LLP

By
Michael S. Feldberg (MF-3974)
Todd S. Fishman (TF-0380)
Lanier Saperstein (LS-3345)
1221 Avenue of the Americas
New York, NY 10020
Tel: 212-610-6300

Counsel for the Credit Suisse Defendants