

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

|                                    |                                  |
|------------------------------------|----------------------------------|
| _____ )                            |                                  |
| IN RE LIBOR-BASED FINANCIAL )      |                                  |
| INSTRUMENTS ANTITRUST LITIGATION ) | MDL No. 2262                     |
| _____ )                            |                                  |
| THIS DOCUMENT RELATES TO: )        | Master File No. 1:11-md-2262-NRB |
| Case No. 12-CV-1025 (NRB) )        | ECF Case                         |
| _____ )                            |                                  |

**SETTLEMENT AGREEMENT BETWEEN BONDHOLDER PLAINTIFFS AND  
JPMORGAN CHASE & CO. AND JPMORGAN CHASE BANK, N.A., AND BANK OF  
AMERICA CORPORATION AND BANK OF AMERICA, N.A.**

This settlement agreement (the “Settlement” or “Agreement”) is made and entered into this 12th day of November 2019 (the “Execution Date”), between Plaintiffs Ellen Gelboim and Linda Zacher (collectively, the “Bondholder Plaintiffs”), individually and on behalf of the Bondholder Class in the Bondholder Plaintiffs Action (“Bondholder Action”), and defendants JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, “JPMorgan”) and Bank of America Corporation and Bank of America, N.A. (collectively, “BOA,” and together with JPMorgan the “Settling Defendants” or “JPMorgan and BOA”), by and through Bondholder Plaintiff Interim Co-Lead Counsel (“Bondholder Plaintiffs’ Counsel”) and Settling Defendants’ Counsel, respectively. The Parties intend this Agreement to fully, finally, and forever resolve, settle, and discharge the Released Claims, upon and subject to the terms and conditions hereof.

WHEREAS, the Bondholder Plaintiffs<sup>1</sup> are prosecuting the Bondholder Action on their own behalf and on behalf of the Bondholder Class against Defendants, including JPMorgan and BOA;

WHEREAS, the Bondholder Plaintiffs have alleged, among other things, that JPMorgan and BOA violated Section 1 of the Sherman Act, 15 U.S.C. § 1, by conspiring to manipulate the U.S. Dollar London Interbank Offered Rate (“LIBOR”);

WHEREAS, the Bondholder Plaintiffs allege that they and the other members of the Bondholder Class suffered monetary damages as a result of JPMorgan and BOA’s (and the other Defendants’) alleged conduct;

WHEREAS, JPMorgan and BOA has each denied and continues to deny each and every one of the claims and allegations of wrongdoing made by Bondholder Plaintiffs in the Bondholder Action and all charges of wrongdoing or liability against JPMorgan and BOA

---

<sup>1</sup> To the extent not separately defined herein, capitalized terms used in this Settlement Agreement are defined *infra* in Section 1 (“Definitions”).

arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Bondholder Action;

WHEREAS, JPMorgan and BOA each maintains that it has meritorious defenses to the claims of liability and damages made by Bondholder Plaintiffs;

WHEREAS, the Bondholder Plaintiffs, for themselves individually and on behalf of each member of the Bondholder Class, and JPMorgan and BOA agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission or evidence of anything, including, without limitation: (i) the merit or lack of merit of any claim or defense or the strength of the opposing parties' position; (ii) any violation of any statute or law; (iii) any liability or wrongdoing by either JPMorgan or BOA; (iv) the truth of any of the claims or allegations alleged in the Bondholder Action; or (v) an admission of liability by any Person, including, without limitation, the Released JPMorgan and BOA Parties;

WHEREAS, JPMorgan and BOA agree to cooperate with Bondholder Plaintiffs' Counsel and Bondholder Plaintiffs as set forth in this Agreement;

WHEREAS, this Agreement is the product of arm's-length negotiations between Bondholder Plaintiffs' Counsel and Settling Defendants' Counsel, and embodies all of the terms and conditions of the settlement agreed upon between the Settling Defendants and Bondholder Plaintiffs (the "Settlement"), both for themselves individually and on behalf of each Class Member;

WHEREAS, Bondholder Plaintiffs' Counsel have concluded, after due investigation and after carefully considering the relevant circumstances, including, without limitation, the claims asserted in the Bondholder Action, the legal and factual defenses thereto, and the applicable law, that: (i) it is in the best interests of the Bondholder Class to enter into this Agreement in order to

avoid the costs and uncertainties of litigation and to assure that the benefits reflected herein, including the value of the Settlement Amount to be paid by JPMorgan and BOA under this Agreement and the Non-Monetary Consideration to be provided to the Bondholder Plaintiffs by the Settling Defendants under this Agreement, are obtained for the Bondholder Class; and (ii) the Settlement is fair, reasonable, and adequate and in the best interests of the Bondholder Class;

WHEREAS, JPMorgan and BOA, while each continuing to deny that it is liable for the claims asserted against it in the Bondholder Action and each believing that it has good and meritorious defenses thereto, have nevertheless agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and thereby to put fully to rest this controversy, to avoid the risks inherent in complex litigation, and to obtain complete dismissal of the Bondholder Action as against the Settling Defendants and a release of the claims as set forth herein;

NOW, THEREFORE, in consideration of the covenants, terms, and releases in this Agreement, it is hereby agreed, by and among the Bondholder Plaintiffs (for themselves individually and on behalf of the Settlement Class and each member thereof) and JPMorgan and BOA, by and through their respective counsel or attorneys of record, that, subject to the approval of the Court, the Bondholder Action shall be finally and fully settled, compromised, and dismissed with prejudice as to JPMorgan and BOA and the other Released JPMorgan and BOA Parties, without costs, except as stated herein, and releases be extended, as set forth below.

**1. DEFINITIONS.**

As used in this Agreement, the following capitalized terms have the meanings specified below:

1.1. “Agreement” or “Settlement Agreement” means this Settlement Agreement,

together with any exhibits attached hereto, which are incorporated herein by reference.

1.2. “Alternative Judgment” means a Judgment entered by the Court but in a form other than proposed by Bondholder Plaintiffs and the Settling Defendants.

1.3. “Authorized Claimant” means any Bondholder Class Member who, in accordance with the terms of this Agreement, is entitled to a distribution from the Net Settlement Fund pursuant to the Distribution Plan or order of the Court.

1.4. “BBA” means “British Bankers’ Association.”

1.5. “BOA” means, collectively, defendants Bank of America Corporation and Bank of America, N.A.

1.6. “BOA’s Counsel” means Davis Polk & Wardwell LLP.

1.7. “Bondholder Plaintiffs Action,” “Bondholder Action,” or “Action” means the putative class action captioned as *Gelboim, et al. v. Credit Suisse Group AG, et al.*, No. 12-cv-1025 (S.D.N.Y.), which was designated pursuant to an order entered on August 14, 2012 (ECF No. 38) as the lead action for all class actions brought on behalf of holders of U.S. Dollar LIBOR-Based Debt Securities (as defined herein) that are filed in or transferred to the United States District Court for the Southern District of New York as related to *In re LIBOR-Based Financial Instruments Antitrust Litigation*, MDL No. 2262 (the “USD LIBOR MDL”).

1.8. “Bondholder Class” or “Settlement Class” means all persons and entities (other than Defendants in the Action and their affiliated persons and entities) who owned (including beneficially or in “street name”) any USD LIBOR-Based Debt Security; provided, however, that any such securities that were issued by any Defendant, including its subsidiaries and affiliates, as obligor, are excluded from the definition of USD LIBOR-Based Debt Security. Solely for purposes of the Settlement, the parties agree that Investment Vehicles are not excluded from the

Settlement Class solely because they are, or are managed by, affiliates or subsidiaries of the Defendants.

1.9. “Bondholder Class Member” or “Class Member” means a Person who is a member of the Bondholder Class and has not timely and validly excluded himself, herself, or itself in accordance with the procedures established by the Court.

1.10. “Bondholder Plaintiffs” means Ellen Gelboim and Linda Zacher, collectively.

1.11. “Bondholder Plaintiffs’ Interim Co-Lead Counsel” or “Bondholder Plaintiffs’ Counsel” means Morris and Morris LLC Counselors At Law and Weinstein Kitchenoff & Asher LLC.

1.12. “Claims Administration” shall have the meaning set forth in Paragraph 5.2.

1.13. “Claims Administrator” means a qualified and experienced third party to be retained by Bondholder Plaintiffs’ Counsel and approved by the Court to manage and administer the process by which the Bondholder Class will be notified of this Agreement and by which each Authorized Claimant is paid pursuant to this Agreement. Bondholder Plaintiffs’ Counsel intend to seek Court approval for the appointment of Epiq Class Action & Claims Solutions, Inc. (“Epiq”), as Claims Administrator.

1.14. “Class Distribution Order” means the order by the Court to distribute the Net Settlement Fund to Authorized Claimants in accordance with the Distribution Plan and this Agreement.

1.15. “Class Notice” means the Notice and Summary Notice, collectively.

1.16. “Class Period” means August 1, 2007 to May 31, 2010.

1.17. “Court” means the United States District Court for the Southern District of New York.

1.18. “Defendants” means Credit Suisse Group AG; Bank of America Corporation; Bank of America, N.A.; JPMorgan Chase & Co.; JPMorgan Chase Bank, NA; HSBC Holdings plc; HSBC Bank plc; Barclays Bank PLC; Lloyds Banking Group plc; WestLB AG; Westdeutsche Immobilienbank AG; UBS AG; The Royal Bank of Scotland Group plc; Deutsche Bank AG; Citibank, N.A.; Citigroup Inc.; Coöperatieve Centrale Raiffeisen Boerenleenbank B.A.; The Norinchukin Bank; The Bank of Tokyo-Mitsubishi UFJ, Ltd.; Royal Bank of Canada; and any other Person or Persons who are named as defendants in the Bondholder Action at any time up to and including the date the Court grants final approval of this Settlement.

1.19. “Distribution Plan” means any plan or formula of allocation whereby the Net Settlement Fund shall be distributed to Authorized Claimants.

1.20. “Document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Rule 34(a)(1)(A) of the Federal Rules of Civil Procedure.

1.21. “Effective Date” or “Effective Date of Settlement” means the date described in Paragraph 4.1.

1.22. “Escrow Agent” means the entity designated as such by Bondholder Plaintiffs’ Counsel, and any successor agent, to maintain the Settlement Fund.

1.23. “Execution Date” means the date that the Settling Parties execute the Settlement.

1.24. “Fairness Hearing” means the hearing to be held by the Court to determine whether the Settlement shall receive final approval pursuant to Rule 23 of the Federal Rules of Civil Procedure.

1.25. “Fee and Expense Application” shall have the meaning set forth in Paragraph 6.1.

1.26. “Fee and Expense Award” shall have the meaning set forth at in Paragraph 6.2.

1.27. “Final” means, with respect to any court order, including, without limitation, the Judgment, that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal or otherwise. An order becomes “Final” when: (i) no appeal has been filed and the prescribed time for commencing any appeal has expired; or (ii) an appeal has been filed and either (a) the appeal has been dismissed and the prescribed time, if any, for commencing any further appeal has expired, or (b) the order has been affirmed in its entirety and the prescribed time, if any, for commencing any further appeal has expired. For purposes of this Paragraph, an “appeal” includes appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving writs of certiorari or mandamus, and any other proceedings of like kind. Any appeal or other proceeding pertaining solely to any order adopting or approving the Distribution Plan, and/or any order issued in respect of the Fee and Expense Application, shall not in any way delay or prevent the Judgment from becoming Final. It is agreed that neither the time provisions of Rule 60 of the Federal Rules of Civil Procedure nor the time provisions of the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

1.28. “JPMorgan” means, collectively, defendants J.P. Morgan Chase & Co. and J.P. Morgan Chase Bank, N.A.

1.29. “JPMorgan’s Counsel” means Simpson Thacher & Bartlett LLP.

1.30. “Judgment” means the orders of the Court (1) finally approving the Settlement and (2) dismissing the Bondholder Action against JPMorgan and BOA with prejudice in conformity with Paragraph 3.7.

1.31. “Investment Vehicles” means any investment company, separately managed account or pooled investment fund, including, but not limited to: (i) mutual fund families,



exchange-traded funds, fund of funds and hedge funds; and (ii) employee benefit plans.

1.32. “LIBOR” means the London Interbank Offered Rate.

1.33. “Mediator” means Layn R. Phillips of Phillips ADR.

1.34. “Net Settlement Fund” shall have the meaning set forth at Paragraph 7.10(ix).

1.35. “Non-Monetary Consideration” shall have the meaning set forth at Section 13.

1.36. “Notice” means the notice of proposed settlement of the class action to be provided to the Bondholder Class as set forth in this Agreement and applicable order(s) of the Court.

1.37. “Parties” or “Settling Parties” means JPMorgan, BOA, and Bondholder Plaintiffs.

1.38. “Person(s)” means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, , municipality, state, state agency, any entity that is a creature of any state, any government or any political subdivision, authority, office, bureau, or agency of any government, and any business or legal entity, and any spouses, heirs, predecessors, successors, representatives, or assignees of any of the foregoing.

1.39. “Preliminary Approval Order” means an order of the Court that preliminarily approves the Settlement.

1.40. “Proof of Claim and Release” means the form to be sent to Bondholder Class Members, pursuant to order(s) of the Court, by which any Bondholder Class Member may make a claim against the Net Settlement Fund.

1.41. “Released JPMorgan and BOA Parties” means JPMorgan and BOA, and their respective predecessors, successors and assigns, the respective direct and indirect parents,

subsidiaries, associates, and affiliates of each of the foregoing, and the respective current and former officers, directors, employees, managers, members, partners, agents (in their respective capacities as agents of JPMorgan or BOA), shareholders (in their respective capacities as shareholders of JPMorgan or BOA), attorneys, trustees, and legal or other representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing in their respective capacity as such.

1.42. “Released Claims” means any and all manner of claims (including unknown claims), debts, demands, rights, interests, actions, suits, causes of action, cross-claims, counter-claims, charges, judgments, obligations, setoffs, or liabilities of any obligations of any kind whatsoever (however denominated), whether class, individual or otherwise in nature, for fees, costs, penalties, damages whenever incurred, and liabilities of any nature whatsoever (including, without limitation, direct or indirect claims or demands for rescission, damages, interest, attorneys’ fees, and any other costs, expenses or liabilities whatsoever, including joint and several), whether based on federal, state, local, statutory or common law, in equity, or on any other law, rule, regulation, ordinance, contract, or the law of any foreign jurisdiction, whether fixed or contingent, known or unknown, liquidated or unliquidated, suspected or unsuspected, asserted or unasserted, matured or unmatured, which the Releasing Parties or any of them, whether directly, representatively, derivatively, or in any other capacity, now or ever had against the Released JPMorgan and BOA Parties, arising from or relating in any way to any USD LIBOR-Based Debt Security not issued by any Defendant or by any subsidiary or affiliate of any Defendant, as obligor, that were alleged or that could have been alleged in the Action.

1.43. “Releasing Party” or “Releasing Parties” means, individually and collectively, Bondholder Plaintiffs and each and every Class Member on their own behalf and on behalf of

their respective predecessors, successors, beneficiaries, and assigns, the direct and indirect parents, subsidiaries, divisions, and affiliates thereof, the current and former officers, directors, employees, agents, stockholders, trustees, fiduciaries, and legal or other representatives of each of the foregoing (in their capacity as such), and the predecessors, successors, heirs, executors, administrators, beneficiaries, and assigns of each of the foregoing, whether or not they object to the Settlement and whether or not they make a claim for payment from the Settlement Fund to be established with respect to this Settlement.

1.44. “Settlement Amount” means the aggregate total amount of twelve million, five hundred thousand U.S. dollars (\$12,500,000.00), which includes any and all attorneys’ fees, costs, incentive payments to class representatives, and expenses of Class Notice and Claims Administration. JPMorgan shall be responsible for exactly six million, two hundred fifty thousand U.S. dollars (\$6,250,000.00) of the Settlement Amount, and BOA shall be responsible for exactly six million, two hundred fifty thousand U.S. dollars (\$6,250,000.00) of the Settlement Amount. Neither JPMorgan nor BOA shall have any obligations with respect to any portion of the Settlement Amount that is the responsibility of the other Settling Defendant. In addition, neither JPMorgan nor BOA will have the responsibility or obligation to make any further payment beyond the Settlement Amount, and none of the other Released JPMorgan and BOA Parties shall have any obligation to pay the Settlement Amount or any other amount.

1.45. “Settlement Fund” means the escrow account established pursuant to Section 7 of this Agreement, including all monies held therein in accordance with the terms of this Agreement.

1.46. “Settling Defendants’ Claims” means any claim, including unknown claims, that any Released JPMorgan or BOA Party may have against a Releasing Party or Bondholder

Plaintiffs' Counsel relating to the institution, prosecution or settlement of the Bondholder Action, except for claims to enforce any of the terms of this Agreement.

1.47. "Settling Defendants' Counsel" means, collectively, BOA's Counsel and JPMorgan's Counsel.

1.48. "Summary Notice" means the summary notice of proposed settlement and hearing for publication that may be directed by order(s) of the Court.

1.49. "Taxes" shall have the meaning set forth in Paragraph 9.3.

1.50. "Tax Expenses" shall have the meaning set forth in Paragraph 9.3.

1.51. "Term Sheet" means the Binding Term Sheet Agreement entered into by the Parties on May 1, 2019.

1.52. "U.S. Dollar LIBOR-Based Debt Security" means any U.S. dollar-denominated debt security that was assigned a unique identification number by the CUSIP system, on which interest was payable at any time during the Class Period; and where that interest was payable at a rate expressly tied to U.S. Dollar LIBOR ("USD LIBOR"). Excluded from the definition of U.S. Dollar LIBOR-Based Debt Securities are any such securities that were issued by any Defendant or its subsidiaries or affiliates as obligor.

## **2. GOOD-FAITH EFFORTS TO EFFECTUATE THIS SETTLEMENT.**

2.1. The Settling Parties and their respective counsel agree to work together in good faith and make their best efforts to effectuate the Settlement. This includes JPMorgan and BOA serving notice on those persons and entities entitled to receive notice pursuant to 28 U.S.C. § 1715 in accordance with Paragraph 7.3.

## **3. PRELIMINARY APPROVAL ORDER, NOTICE, AND FAIRNESS HEARING.**

3.1. As promptly as practicable after the Execution Date, Bondholder Plaintiffs'

Counsel shall submit to the Court a motion, which neither JPMorgan nor BOA shall oppose, requesting entry of the Preliminary Approval Order. That motion shall:

- (i) seek certification of the Bondholder Class for purposes of settlement only, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure;
- (ii) request preliminary approval of the Settlement as fair, reasonable, and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure;
- (iii) seek the appointment of the Bondholder Plaintiffs as class representatives of the Bondholder Class under Rule 23 of the Federal Rules of Civil Procedure;
- (iv) seek appointment of Bondholder Plaintiffs' Counsel as class counsel under Rule 23(g) of the Federal Rules of Civil Procedure;
- (v) if practicable at the time the motion is filed or otherwise at a later time, seek approval of the form and method of dissemination of (1) the Notice, and (2) the Summary Notice, which shall be published based upon the recommendations of the Claims Administrator. With the object of reducing the costs of Class Notice, Bondholder Plaintiffs' Counsel shall, to the extent they deem reasonable, coordinate the provision of Class Notice pertaining to this Agreement with the provision of notice for any other settlements in the Bondholder Action. The Claims Administrator will also establish and maintain a dedicated settlement website, from which each member of the Bondholder Class can view and download relevant documents, including the Notice, Summary Notice, and Proof of Claim and Release form;
- (vi) seek appointment of Epiq as the Claims Administrator;
- (vii) seek appointment of Wilmington Savings Fund Society, FSB ("WSFS") as the

Escrow Agent;

- (viii) seek a stay of all District Court proceedings in the Bondholder Action against JPMorgan and BOA until the Court renders a final decision on approval of the Settlement;
- (ix) represent that the Parties agree that the Court has jurisdiction to resolve any motions relating to the Settlement, notwithstanding the Court's dismissal of the Action; and
- (x) attach a proposed form of order, which shall include such provisions as are typical in such orders, including to the extent applicable: (1) a finding that the proposed plan of notice complies with Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; (2) providing that to be valid for any purpose, a request for exclusion must be timely and include all the required information specified in the Notice; (3) addressing scheduling with respect to an ultimate Fairness Hearing; and (4) a provision that, if final approval of the settlement is not obtained, the settlement is null and void, and the Parties will revert to their positions in the Bondholder Action *ex ante* as of May 1, 2019, with all of their respective legal claims and defenses preserved as they existed on that date, including without limitation any objection or defense based on a lack of personal jurisdiction, and, except as otherwise expressly provided herein, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

Nothing in this Paragraph 3.1 is an admission or acknowledgment by Bondholder Plaintiffs that either JPMorgan or BOA has any basis in fact or law for a personal jurisdiction defense.

3.2. The certification of a Settlement Class as contemplated by this Agreement is for purposes of settlement only and is without prejudice to the position any Settling Party may take with respect to the certification of any class for litigation purposes in this or any other litigation, including the USD LIBOR MDL.

3.3. If the Settlement is finally disapproved by any court, is terminated as provided herein or is reversed or vacated following any appeal taken therefrom, then JPMorgan and BOA each reserve all rights to contest whether the Bondholder Action should be certified as a class action. The Parties acknowledge that neither this Settlement Agreement nor any other settlement-related statement may be cited in support of any argument for certifying any litigation class.

3.4. In the event that the Court preliminarily approves the Settlement, Bondholder Plaintiffs' Counsel shall, in accordance with Rule 23 of the Federal Rules of Civil Procedure and the Preliminary Approval Order and any other applicable order(s) of the Court, provide Class Members whose identities can be determined after reasonable efforts with notice of the date of the Fairness Hearing, to be scheduled by the Court to consider the fairness, adequacy and reasonableness of the Settlement. The Notice may be sent solely for this Settlement or combined with notice of other settlements or of any litigation class. The Notice shall also explain the general terms of the Settlement, the general terms of the proposed Distribution Plan, and the general terms of the Fee and Expense Application; and contain a description of Bondholder Class Members' rights to object to the Settlement, request exclusion from the Bondholder Class, and appear at the Fairness Hearing. Bondholder Plaintiffs' Counsel shall consult with JPMorgan and BOA regarding the text of the Notice before the Notice's submission to the Court for approval thereof.

3.5. Bondholder Plaintiffs' Counsel shall submit to the Court for its approval a Summary Notice in accord with the Notice, and a plan for publication thereof, and shall cause the Summary Notice, as approved by the Court, to be published in such manner as may be approved by the Court. Bondholder Plaintiffs' Counsel shall consult with Settling Defendants' Counsel regarding the text of the Summary Notice before the Summary Notice's submission to the Court for approval thereof.

3.6. Subject to the provisions of this Agreement, Bondholder Plaintiffs' Counsel shall be responsible for arranging for Class Notice, Claims Administration, and distribution of the Settlement Fund, and for obtaining any necessary Court approvals. Unless agreed to by each of JPMorgan and BOA, in its sole discretion, JPMorgan and BOA shall have no responsibility for providing publication or distribution of the Settlement or any notice of the Settlement to Bondholder Class Members or for paying for the cost of providing notice of this Settlement to Class Members. Bondholder Plaintiffs' Counsel shall consult with JPMorgan and BOA in advance regarding any content directly relating to JPMorgan and BOA that will be used by Bondholder Plaintiffs' Counsel and/or the Claims Administrator in any Settlement-related communications, press releases, or other media publications, including on websites.

3.7. If the Preliminary Approval Order is entered by the Court, then as soon as is practicable thereafter, Bondholder Plaintiffs shall seek, following reasonable consultation and agreement with JPMorgan and BOA, and JPMorgan and BOA shall not oppose, entry of a Judgment that meets all of the following criteria:

- (i) certifies the Settlement Class pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure solely for the purpose of the Settlement;
- (ii) approves fully and finally the Settlement and its terms as being a fair, reasonable,



and adequate settlement as to the Settlement Class within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

- (iii) finds that the Class Notice constituted due, adequate, and sufficient notice of the Settlement and the Fairness Hearing and meets the requirements of due process and the Federal Rules of Civil Procedure;
- (iv) directs that, as to the Released JPMorgan and BOA Parties, the Released Claims shall be released and the Bondholder Action shall be dismissed with prejudice, and, except as provided for in this Settlement Agreement, without costs; provided, however, that such dismissal shall not affect, in any way, the right of Bondholder Plaintiffs or Bondholder Class Members to pursue claims against other Defendants and claims, if any, outside the scope of the Released Claims;
- (v) orders that the Releasing Parties are permanently enjoined and barred from instituting, commencing, or prosecuting any action, arbitration, or other proceeding asserting any Released Claims against any of the Released JPMorgan and BOA Parties;
- (vi) bars claims by any Person against any of the Released JPMorgan and BOA Parties for contribution, indemnification, or similar claims (however denominated) for all or a portion of any amounts paid or awarded in the Bondholder Action, by way of settlement, judgment, or otherwise;
- (vii) retains with the Court continuing and exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration, consummation, and enforcement of the Settlement and this Settlement Agreement and all future

proceedings relating thereto;

- (viii) determines under Rule 54(b) of the Federal Rules of Civil Procedure that there is no just reason for delay and directs that the judgment of dismissal as to JPMorgan and BOA shall be final and entered forthwith; and
- (ix) contains such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

#### **4. EFFECTIVE DATE OF SETTLEMENT.**

4.1. The Effective Date of Settlement shall be the date when all of the following events shall have occurred and shall be conditioned on the occurrence of all of the following events:

- (i) the payment by JPMorgan and BOA to the Settlement Fund has been made pursuant to this Agreement;
- (ii) entry of the Preliminary Approval Order;
- (iii) final approval by the Court of the Settlement, following Class Notice and the Fairness Hearing;
- (iv) no Party has exercised his, her, or its rights to terminate this Agreement pursuant to Section 10; and
- (v) entry by the Court of a Judgment, and the Judgment becomes Final, or, in the event that the Court enters an Alternative Judgment and neither Bondholder Plaintiffs nor the Settling Defendants elect to terminate this Agreement, and such Alternative Judgment becomes Final.

4.2. Notwithstanding any other provision herein, any proceeding or order, or motion for reconsideration, appeal, or petition for a writ of certiorari or its equivalent, pertaining solely

to any Distribution Plan and/or Fee and Expense Application, shall not in any way delay or preclude the Effective Date.

4.3. The terms and covenants of this Agreement shall survive entry and finality of the Judgment or Alternative Judgment.

## **5. CLAIMS ADMINISTRATOR.**

5.1. Pursuant to the Preliminary Approval Order and subject to Court approval, Bondholder Plaintiffs' Counsel shall engage the Claims Administrator.

5.2. The Claims Administrator shall, under the direction of the Court and/or Bondholder Plaintiffs' Counsel, take all steps reasonably necessary to effectuate the notice plan approved by order(s) of the Court, assist in the further refinement and implementation of the Distribution Plan, assist in the identification of Bondholder Class Members, administer and calculate the claims submitted by Bondholder Class Members, distribute the Net Settlement Fund to Authorized Claimants in accordance with the Distribution Plan, and perform such other tasks and duties as directed by the Court and/or Bondholder Plaintiffs' Counsel to effectuate this Agreement (collectively, "Claims Administration").

## **6. FEE AND EXPENSE APPLICATION.**

6.1. At the time that Bondholder Plaintiffs' Counsel submit an application or applications (the "Fee and Expense Application") to the Court for an award from the Settlement Fund, such application will seek: (i) attorneys' fees; and (ii) reimbursement of litigation expenses, plus interest, incurred in connection with the prosecution of the Bondholder Action. In addition, Bondholder Plaintiffs' Counsel may also seek service awards to Bondholder Plaintiffs in conjunction with their representation of the Bondholder Class in this litigation. Neither JPMorgan nor BOA will take any position regarding the Fee and Expense Application or any

request for service awards to Bondholder Plaintiffs.

6.2. Attorneys' fees, expenses, service awards and interest as may be awarded by the Court ("Fee and Expense Award") shall be paid from the Settlement Fund to Bondholder Plaintiffs' Counsel within ten (10) business days after entry by the Court of an order awarding such amounts, 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 Bondholder Plaintiffs' Counsel's joint and several obligation to repay those amounts (including any service awards) to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if and when, as a result of any appeal and further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed, or return of the Settlement Fund is required consistent with the provisions of Paragraph 10.4. In such event, Bondholder Plaintiffs' Counsel shall, within ten (10) business days from the event which requires repayment of the Fee and Expense Award, refund to the Settlement Fund the Fee and Expense Award, along with interest thereon at the same rate at which interest is accruing in the Settlement Fund.

6.3. Notwithstanding any other provision of this Agreement to the contrary, the Parties shall request that the Fee and Expense Application be considered by the Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and that any order or proceeding relating to the Fee and Expense Application, or any appeal of any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement or the Settlement of the Bondholder Action, or affect or delay the finality or binding nature of any of the releases granted hereunder. The Released JPMorgan and BOA Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment of attorneys'

fees or expenses to Bondholder Plaintiffs' Counsel and/or to any other Person who may assert some claim thereto, or any Fee and Expense Award that the Court may make in this Action.

6.4. Bondholder Plaintiffs and Bondholder Plaintiffs' Counsel shall be reimbursed and paid solely out of the Settlement Fund for all expenses relating to this Settlement, including, but not limited to, attorneys' fees and past, current or future litigation expenses, and any service award approved by the Court. The Released JPMorgan and BOA Parties shall have no responsibility for any costs, fees or expenses incurred for or by the Bondholder Plaintiffs' or Bondholder Class Members' respective attorneys, experts, advisors, agents or representatives other than as set forth in Paragraph 7.3.

## **7. THE SETTLEMENT FUND.**

7.1. The Escrow Agent shall administer the Settlement Fund pursuant to this Agreement and subject to the Court's continuing supervision and control. No monies shall be paid from the Settlement Fund without the specific authorization of Bondholder Plaintiffs' Counsel. Counsel for the Parties agree to cooperate, in good faith, to enter into an appropriate escrow agreement in conformance with this Agreement.

7.2. JPMorgan and BOA shall pay the Settlement Amount into the Settlement Fund, which shall constitute the sole recovery against any of the Released JPMorgan and BOA Parties. None of the Released JPMorgan and BOA Parties shall have any obligation to make any further payment. Under no circumstances will JPMorgan or BOA be required to pay more than the Settlement Amount. Attorneys' fees, costs, service awards to class representatives, expenses of Class Notice and Claims Administration, any Fee and Expense Award, Taxes and Tax Expenses, Escrow Agent costs, and any other costs associated with the implementation of this Settlement Agreement shall be paid exclusively out of the Settlement Fund.

7.3. The Settling Defendants shall bear the costs and responsibility of serving notice of the Settlement and shall do so in a timely manner upon the “Appropriate State Official” and “Appropriate Federal Official,” as those terms are defined by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(a). The Settling Defendants shall also cause a copy of such notice as well as proof of service of such notice to be provided to Lead Counsel.

7.4. Up to one million U.S. dollars (\$1,000,000.00) of the Settlement Amount may be used to effectuate the notice and administration of the Settlement, which shall include, but not be limited to: (i) retention and work of a claims administrator and/or experts in connection with the development of a plan of allocation and distribution; (ii) retention and work of a claims administrator in connection with the provision of notice, claims review and distribution of the Settlement Funds; and (iii) acquisition from an appropriate source of data regarding U.S. Dollar LIBOR-Based Debt Securities in connection with the allocation of the Settlement Fund (collectively “Notice and Administration Costs”). If for any reason the Settlement Agreement fails to become effective, the amounts paid or incurred for any Notice and Administration Costs up to one million U.S. dollars (\$1,000,000.00) shall not be recoupable by either JPMorgan or BOA from Bondholder Plaintiffs’ Counsel or any other Person. Any Notice and Administration Costs incurred or invoiced on or after the execution date of the Term Sheet shall be shared proportionally among all defendants that have settled with Bondholder Plaintiffs based on their respective settlement amounts.

7.5. JPMorgan and BOA shall cause the portion of the Settlement Amount for which each has agreed to pay to the Escrow Agent by wire transfer within fifteen (15) business days of entry of the Preliminary Approval Order, provided that within five (5) business days following such date such court order is entered, Bondholder Plaintiffs’ Counsel shall provide Settling

Defendants' Counsel with such information as Settling Defendants' Counsel may require to complete the wire transfer (including wire instructions and a Form W-9). Should Bondholder Plaintiffs' Counsel provide such information later than five (5) business days, Settling Defendants shall cause the payment to be made within ten (10) business days after the information is provided.

7.6. This Settlement is not a claims-made settlement, and if all conditions of the Settlement are satisfied and the Judgment is entered and becomes Final, no portion of the Settlement Fund will be returned to either JPMorgan or BOA. If any portion of the Net Settlement Fund remains following distribution pursuant to Section 8, and is of such an amount that, in the discretion of the Claims Administrator in coordination with Bondholder Plaintiffs' Counsel, it is not cost effective or efficient to redistribute to the Bondholder Class, then such remaining funds, after payment of any further notice and administration costs and Taxes and Tax Expenses and other costs and expenses related to the Action, shall be donated to a non-profit charitable organization selected by Bondholder Plaintiffs' Counsel and approved by the Court.

7.7. Without prejudice to the Bondholder Plaintiffs' right to seek enforcement of this Agreement by motion or otherwise, if either Settling Defendant's portion of the Settlement Amount is not timely received by the Escrow Agent in accordance with Paragraph 7.5, then Bondholder Plaintiffs' Counsel may terminate this Agreement solely as to that Settling Defendant only if the following occur: (i) Bondholder Plaintiffs' Counsel has notified all Settling Defendants' Counsel in writing of Bondholder Plaintiffs' Counsel's intention to terminate this Agreement as to that Settling Defendant, and (ii) that Settling Defendant's share of the Settlement Amount is not received into the Settlement Fund within ten (10) business days after Bondholder Plaintiffs' Counsel has provided such written notice.

7.8. The Settlement Fund shall be invested exclusively in accounts and/or instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund. The proceeds of these accounts shall be reinvested in similar instruments at their then-current market rates as they mature. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund.

7.9. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement and the Distribution Plan approved by the Court.

7.10. The Settlement Fund shall be applied as follows:

- (i) to pay all the costs and expenses reasonably and actually incurred in connection with providing Class Notice and the administration of the Settlement, including, without limitation, locating members of the Bondholder Class, soliciting Bondholder Class Members' claims, assisting with the filing of claims, administering and distributing the Net Settlement Fund to Authorized Claimants, and processing proof of claim and release forms;
- (ii) to pay the Taxes and Tax Expenses described in Paragraph 9.3;
- (iii) to pay Escrow Agent costs;
- (iv) to pay the cost for the acquisition of data necessary to develop a Distribution Plan;
- (v) to pay any other Court-approved fees and expenses;
- (vi) to pay any Fee and Expense Award allowed by the Court;
- (vii) to pay any service award;



- (viii) to pay all costs and expenses reasonably and actually incurred in assisting claimants to the Settlement Fund with the filing and processing of claims; and
- (ix) to distribute the balance of the Settlement Fund (the “Net Settlement Fund”) to Authorized Claimants for the Bondholder Class, as allowed by the Court pursuant to the Class Distribution Order.

7.11. With the object of reducing the costs of Class Notice, Bondholder Plaintiffs’ Counsel shall use reasonable efforts to coordinate the provision of Class Notice pertaining to this Agreement with the provision of notice for any other settlements in this Action. In all events, neither JPMorgan nor BOA shall have any liability for the costs of Class Notice other than as provided in this Agreement.

## **8. DISTRIBUTION OF THE NET SETTLEMENT FUND.**

8.1. At the discretion of Bondholder Plaintiffs’ Counsel, in consultation with the Claims Administrator, the Net Settlement Fund in this Settlement may be held for future distribution with net settlement funds from other settlements either already entered into or to be entered into in the future in this Action.

8.2. At a time and in a manner determined by the Court, Bondholder Plaintiffs’ Counsel shall submit for Court approval a Distribution Plan for the Bondholder Class that will provide for the distribution of the Net Settlement Fund in accordance with the following:

- (i) The Distribution Plan will establish eligibility and the procedures for allocation and distribution of the Net Settlement Fund.
- (ii) Except as otherwise ordered by the Court, each Bondholder Class Member who fails to submit a Proof of Claim and Release within such period as may be ordered by the Court or otherwise allowed, shall be forever barred from receiving any

payments pursuant to this Settlement Agreement and the Settlement set forth herein, but shall in all other respects be subject to and bound by the provisions of this Agreement, the releases contained in this Settlement Agreement, and the Judgment.

- (iii) The Net Settlement Fund shall be distributed to Authorized Claimants, and in no event shall there be any reversion to either JPMorgan or BOA except as expressly provided for in this Settlement Agreement. The distribution to Authorized Claimants shall be substantially in accordance with the Distribution Plan to be approved by the Court upon such further notice to the Bondholder Class as may be required. Any such Distribution Plan is not a part of this Agreement. No funds from the Net Settlement Fund shall be distributed to Authorized Claimants until the Effective Date.
- (iv) Each Class Member shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Judgment, regardless of whether such Class Member seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release or any similar document, any distribution from the Net Settlement Fund.
- (v) Except for the obligation to fund the Settlement or cause it to be funded as detailed in this Settlement Agreement, neither JPMorgan nor BOA shall have any liability, obligation, or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund.

8.3. Bondholder Plaintiffs' Counsel will apply to the Court for the Class Distribution Order, and shall provide the Distribution Plan to the Settling Defendants at least five (5) business

days before it is submitted to the Court.

8.4. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) following distribution pursuant to Paragraph 8.2, Bondholder Plaintiffs' Counsel shall submit an additional Distribution Plan, which may employ the distribution referenced in Paragraph 7.6, to the Court for approval.

8.5. 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 pursuant to 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. Other than the obligations set forth in Section 13, no discovery shall be allowed to be directed to JPMorgan, BOA, or any of the Released JPMorgan and BOA Parties, and no discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the proofs of claim.

## **9. TAXES.**

9.1. The Settlement Fund shall at all times be treated as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. All elections as necessary or advisable to carry out the provisions of this Section 9, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date shall be made on a timely basis. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to prepare and deliver timely and properly the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

9.2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended,

and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B–2 by, *e.g.*, (i) obtaining a taxpayer identification number, (ii) satisfying any information reporting or withholding requirements imposed on distributions from the Settlement Fund, and (iii) timely and properly filing applicable federal, state and local tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B–2(k)) and paying any taxes reported thereon. Such returns (as well as the election described in this Section 9) shall be consistent with this Section 9 and, in all events, shall reflect that all Taxes, as defined in Paragraph 9.3, below, on the income earned by the Settlement Fund shall be paid from the Settlement Fund.

9.3. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon either JPMorgan or BOA or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (collectively, “Taxes”), and (ii) expenses and costs incurred in connection with the operation and implementation of this Section 9, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section 9 (collectively, “Tax Expenses”), shall be paid from the Settlement Fund; in all events, JPMorgan and BOA, and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. Solely with funds from the Settlement Fund, the Escrow Agent shall indemnify and hold harmless JPMorgan and BOA, and their counsel for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such

indemnification).

9.4. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(I)(2)); neither JPMorgan, BOA nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, each other, and their respective tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section 9.

9.5. Neither the Parties nor their counsel shall have any responsibility for or liability whatsoever with respect to: (i) any act, omission or determination of the Escrow Agent or Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (ii) the Distribution Plan; (iii) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (iv) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (v) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. The Escrow Agent shall indemnify and hold harmless the Parties out of the Settlement Fund from and against any claims, liabilities, or losses relating to the matters addressed in the preceding sentence.

## **10. TERMINATION OF THE SETTLEMENT.**

10.1. Bondholder Plaintiffs, through Bondholder Plaintiffs' Counsel, and JPMorgan and

BOA, through Settling Defendants' Counsel, shall each in its separate discretion, have the right to terminate the Settlement set forth in this Agreement by providing written notice of its election to do so ("Termination Notice") to all other Parties hereto within thirty (30) calendar days of the date on which any of the following occurs:

- (i) the Court enters an order declining to enter the Preliminary Approval Order in any material respect adverse to the terminating Party;
- (ii) the Court enters an order refusing to approve this Settlement Agreement or any material part of it in a respect adverse to the terminating Party;
- (iii) the Court enters an order declining to enter the Judgment in any material respect adverse to the terminating Party;
- (iv) the Court enters an Alternative Judgment that is materially adverse to the terminating Party;
- (v) the Judgment is vacated, modified, or reversed by a court of appeal or any higher court in any material respect adverse to the terminating Party; or
- (vi) an Alternative Judgment is vacated, modified, or reversed by a court of appeal or any higher court in any material respect adverse to the terminating Party.

10.2. Further, the Bondholder Plaintiffs shall provide a list of those persons, if any, who have filed a request to be excluded from the Settlement Class ("Requests for Exclusion"), together with copies of all such Requests for Exclusion, to JPMorgan and BOA on a rolling basis within five (5) business days of receipt, and shall also provide a complete list of, and copies of the actual Requests for Exclusion, within five (5) business days of the deadline set by the Court for the filing of Requests for Exclusion. In addition to the provisions contained in Paragraph 10.1 herein, JPMorgan and BOA each individually shall have the right, but not the obligation,

each in its sole discretion, to terminate this Settlement Agreement as to itself, should either determine the materiality thresholds as set forth in their respective supplemental agreements (collectively, the “Supplemental Agreements”), executed at the same time as this Settlement Agreement, be reached.

10.3. The terms and conditions of the Supplemental Agreement may be disclosed to the Court, the Parties, and counsel for the Parties, but shall otherwise be kept confidential and shall not be disclosed to any other Person, unless otherwise ordered by the Court. The Supplemental Agreements shall not be filed with the Court unless ordered by the Court, and, in such event, Bondholder Plaintiffs and JPMorgan or BOA shall request that the Supplemental Agreements, along with any other directly relevant documentation, be filed and maintained with the Court under seal. The Supplemental Agreements are expressly incorporated into this Settlement Agreement. If only one of JPMorgan or BOA terminates this Settlement Agreement pursuant to its Supplemental Agreement, then this Settlement Agreement shall continue in full force and effect as to the non-terminating Parties. If either JPMorgan or BOA decides that it wishes to exercise this right, the relevant Settling Parties shall first meet and confer in good faith. If the relevant Settling Parties are unable to reach agreement regarding appropriate relief, then either JPMorgan, BOA or both, as appropriate, may present the issue of whether the total Requests for Exclusion meet the materiality thresholds to the Mediator. The Mediator’s determination of whether or not the Requests for Exclusion satisfy either materiality threshold shall be binding on the relevant Settling Parties. For the purpose of calculating the materiality thresholds, JPMorgan and BOA agree that to the extent any Investment Vehicles managed or advised by Settling Defendants request exclusion from the Settlement Class, any such Investment Vehicles will not be counted.

10.4. Notwithstanding this Section 10, the Court's determination solely as to the Fee and Expense Application or any Distribution Plan, or any determination on appeal solely from any such order, shall not provide grounds for termination of this Agreement or Settlement. Without limiting the foregoing, JPMorgan and BOA shall each have, in its sole and absolute discretion, the option to terminate the Settlement in its entirety if the Judgment, upon becoming Final, would not provide for the dismissal with prejudice of the Action as to either JPMorgan or BOA, a full discharge of the Released Claims as to the Released JPMorgan and BOA Parties, and a bar order precluding claims by any Person against the Released JPMorgan and BOA Parties for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise.

10.5. Except as otherwise provided herein, in the event the Settlement is terminated in accordance herewith, is vacated, is not approved, or the Effective Date fails to occur for any reason as to one or more of the Settling Defendants, the affected Parties will revert to their positions in the Bondholder Action *ex ante* as of May 1, 2019, with all of their respective legal claims and defenses preserved as they existed on that date, including without limitation any objection or defense based on a lack of personal jurisdiction, and, except as otherwise expressly provided herein, the affected Parties shall proceed in all respects as if this Agreement and any related orders had not been entered, and any portion of the Settlement Fund previously paid by or on behalf of either JPMorgan or BOA (to the extent either is an affected Party), together with any interest earned thereon (and, if applicable, repayment of any Fee and Expense Award referred to in Paragraph 6.2 hereof), less any Taxes due, if any, with respect to such income, and less Notice and Administration Costs actually incurred and paid or payable from the Settlement Fund (subject to the provision of Paragraph 7.4) as of the date of termination, shall be returned to the



affected Settling Defendants, according to the ratio between the portions of the Settlement Amount for which JPMorgan and BOA are each responsible, within ten (10) business days from the date of the termination. At the request of either of Settling Defendants' Counsel, the Escrow Agent shall apply for any tax refund owed on the Settlement Fund and pay the proceeds to such Settling Defendant(s), the cost for which shall be borne by the requesting party or parties, as the case may be. Neither the existence nor the terms of this Agreement (nor any negotiations preceding this Agreement nor any acts performed pursuant to, or in furtherance of, this Agreement) shall be used in the Bondholder Action or any other lawsuit, arbitration, or other proceeding for any purpose (other than to enforce the terms remaining in effect). For the avoidance of doubt, if the settlement is terminated in accordance herewith, is vacated, is not approved, or the Effective Date fails to occur for any reason as to less than all of the Settling Defendants, then this Settlement Agreement shall continue in full force and effect as to the non-affected Parties.

10.6. Neither JPMorgan, BOA nor any Settling Defendants' Counsel shall directly, or indirectly, solicit or encourage any Person to request exclusion from the Settlement Class.

## **11. RELEASES AND COVENANTS NOT TO SUE.**

11.1. Upon the Effective Date, and in exchange for the receipt of the Settlement Amount and other consideration provided for herein, the sufficiency of which is hereby acknowledged, the Releasing Parties, and any other Person claiming (now or in the future) through or on behalf of any Releasing Party, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released JPMorgan and BOA Parties from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such

Released Claim in any lawsuit, arbitration, or other proceeding against any Released JPMorgan and BOA Party in any court, venue, or tribunal in any jurisdiction worldwide, and agree and covenant not to sue on the basis of the Released Claims, or to assist any third party in commencing or maintaining any suit against any Released JPMorgan and BOA Party related to the Released Claims or to the subject matter of this Action or the USD LIBOR MDL. Each Releasing Party shall be deemed to have released all Released Claims against the Released JPMorgan and BOA Parties, regardless of whether any such Releasing Party ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Fund or Net Settlement Fund.

11.2. The releases set forth in this Settlement are given pursuant to New York law and are to be construed under New York law in accordance with Paragraph 16.9, including that portion of N.Y. General Obligations Law § 15-108(b) which bars claims for contribution by joint tortfeasors and other similar claims, without regard to New York's conflict of law principles. This Settlement Agreement is expressly intended to absolve the Released JPMorgan and BOA Parties of any claims for contribution, indemnification, or similar claims by other Defendants or nonparties that could have been named as a defendant in the Action, arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the law of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification, or similar claims by any Defendant or nonparty that could have been named as a defendant in the Action. Notwithstanding the foregoing, should any court determine that any Defendant or nonparty that could have been named as a defendant in the Action is or was legally entitled to any kind of contribution or indemnification from any of the Released JPMorgan and BOA Parties arising out of or related to Released Claims, the Releasing

Parties agree that any money judgment subsequently obtained by the Releasing Parties against any Defendant or nonparty that could have been named as a defendant in the Action shall be reduced to an amount such that, upon payment of the reduced amount by such Defendant or nonparty that could have been named as a defendant in the Action, the Defendant or nonparty that could have been named as a defendant in the Action would have no claim for contribution, indemnification, or similar claims against any of the Released JPMorgan and BOA Parties.

11.3. Upon the Effective Date of Settlement, and in exchange for entry of the Judgment provided for herein, the sufficiency of which is hereby acknowledged, each of the Released JPMorgan and BOA Parties, shall release and be deemed to release and forever discharge, and shall forever be enjoined from prosecuting any and all claims against Bondholder Plaintiffs, Bondholder Class Members, and their counsel, and their respective successors, heirs, agents, executors, administrators, and assigns, from any claims arising out of or relating to the institution, prosecution or settlement of the Action; provided, however, this release does not extend to claims regarding the enforcement of this Settlement.

11.4. The releases provided in this Settlement shall become effective immediately upon occurrence of the Effective Date of Settlement without the need for any further action, notice, condition, or event.

11.5. If this Settlement is terminated pursuant to Section 10, or any condition for the final approval of this Settlement is not satisfied, the release and covenant not to sue provisions of the foregoing paragraphs shall be null and void and unenforceable.

## **12. UNKNOWN CLAIMS/CALIFORNIA CIVIL CODE SECTION 1542.**

12.1. With respect to any and all Released Claims and Settling Defendants' Claims, the Parties stipulate and agree that by operation of the Judgment, upon the Effective Date, Releasing

Parties and Released JPMorgan and BOA Parties shall have expressly waived, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, the provisions, rights and benefits of Section 1542 of the California Civil Code. The releases set forth in Section 11 constitute a waiver of Section 1542 of the California Civil Code (to the extent it applies hereto), which provides as follows:

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.

12.2. The releases set forth in Section 11 also constitute a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code. The Releasing Parties and the Released JPMorgan and BOA Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims or Settling Defendants' Claims, as the case may be, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts, whether or not concealed or hidden. In entering and making this Agreement, the Releasing Parties and the Released JPMorgan and BOA Parties assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law. Bondholder Plaintiffs and the Released JPMorgan and BOA Parties acknowledge, and Bondholder Class Members shall be deemed to have acknowledged, that the inclusion of unknown claims in the

definition of Released Claims and Settling Defendant's Claims was separately bargained for and was a key element of the Settlement Agreement.

**13. NON-MONETARY CONSIDERATION.**

13.1. JPMorgan and BOA shall provide reasonable cooperation in the Action, consisting of discovery cooperation solely as provided herein. All cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided.

- (i) Notwithstanding any other provision in this Agreement, the Settling Defendants shall have no obligation to produce any document or provide any information that is privileged under the attorney-client privilege, work-product doctrine, joint-defense privilege, common-interest doctrine, or bank examination privilege, and/or other applicable privilege or immunity from disclosure, nor shall the Settling Defendants be obligated to provide to Bondholder Plaintiffs information or any documents that JPMorgan or BOA reasonably believes it is prohibited from disclosing under applicable domestic or foreign data privacy, bank secrecy, state secrets, or other laws, regulations, policies, and/or rules of any regulatory agency of governmental body. None of the cooperation provisions set forth herein are intended to, nor do they waive any such privileges or immunities. The Settling Defendants agree that their respective counsel will meet with Bondholder Plaintiffs' Counsel as is reasonably necessary to discuss any applicable privilege. Any disputes regarding privilege that cannot be resolved amongst the parties shall be reserved for resolution pursuant to the alternative dispute resolution procedures set forth in Paragraph 15.12 herein. If any document protected by the attorney-client privilege, work-product doctrine, the common interest doctrine, the joint-

defense privilege, the bank examination privilege, and/or any other applicable privilege or protection is accidentally or inadvertently produced, Bondholder Plaintiffs shall, upon notice from JPMorgan or BOA to Bondholder Plaintiffs' Counsel, promptly cease reviewing the document and shall return the document and all copies of it to the notifying counsel within five (5) business days. Bondholder Plaintiffs and their counsel shall also delete or destroy the portions of any other documents or work product which refer to or summarize the document. The document shall not be used or referred to in any way by Bondholder Plaintiffs or their counsel, and its production shall in no way be construed to have waived any privilege, protection or restriction attached to such document or information.

- (ii) Notwithstanding any other provision of this Agreement, in the event that JPMorgan or BOA believes that Bondholder Plaintiffs' Counsel has requested cooperation of a kind or to an extent that is not within the scope of JPMorgan's or BOA's respective obligations as set forth herein, JPMorgan's or BOA's counsel and Bondholder Plaintiffs' Counsel agree to meet and confer with each other regarding such disagreement and to seek resolution pursuant to the alternative dispute resolution procedures set forth in Paragraph 15.12 herein if necessary.
- (iii) Bondholder Plaintiffs' Counsel agree to use any and all of the information and documents obtained from JPMorgan and BOA only for the purpose of the Action, and agree to be bound by the terms of the Amended Stipulation and Protective Order entered by the Court in the Action on May 12, 2016 (Dkt. No. 1405) (the "Protective Order"), and any subsequent protective orders in place in the Action. For the avoidance of doubt, Bondholder Plaintiffs' Counsel expressly agree that

the documents, materials and/or information provided by JPMorgan and BOA, may be used directly or indirectly by Bondholder Plaintiffs' Counsel solely in connection with the prosecution of the Action against the non-settling Defendants, but not for the institution or prosecution of any other action or proceeding against any of the Released JPMorgan and BOA Parties or for any other purpose whatsoever, including, but not limited to, actions or proceedings in jurisdictions outside the United States. The foregoing restriction shall not apply to any information or documents that is or becomes publicly available.

- (iv) Unless ordered by a court, under no circumstances shall Bondholder Plaintiffs or Bondholder Plaintiffs' Counsel produce documents obtained from the Settling Defendants hereunder to any other person or entity, including, without limitation, any Class Member that may exclude or has excluded itself from the class or its counsel, or counsel for any other plaintiff or class in the USD LIBOR MDL, other pending litigation, or otherwise.

13.2. **Timing of Cooperation.** The cooperation obligations set forth below shall apply and commence only if and after the following events have occurred: (1) the District Court has issued an order granting preliminary approval of the Settlement; and (2) the Second Circuit reverses the dismissal of the Bondholder Plaintiffs' claims and rules, in substance, that the Bondholder Plaintiffs have antitrust standing, that the Court has personal jurisdiction over one or more non-settling Defendants, and that the Bondholder Plaintiffs can proceed with the prosecution of their claims (or if the District Court, in response to a remand order in which the Second Circuit does not decide the issues, issues an order to the same effect, which order is not appealed).

13.3. **Same Production.** To the extent that they have not already done so, JPMorgan and BOA shall provide counsel for the Bondholder Plaintiffs with copies of documents and data relevant to the Released Claims that they have already produced to other plaintiffs in the USD LIBOR MDL. JPMorgan and BOA shall promptly provide Bondholder Plaintiffs' Counsel with copies of documents and data relevant to the Released Claims that they produce in the future in response to subpoenas or demands in the other cases in the USD LIBOR MDL. Notwithstanding the foregoing, JPMorgan and BOA shall have no obligation to provide to Bondholder Plaintiffs (a) documents relevant only to such other actions or to products or transactions not at issue in the Bondholder Action, or another party's transactional data, or (b) any information beyond what they have previously provided, or subsequently provide, to other plaintiffs in the USD LIBOR MDL.

13.4. **London Interbank Transaction Information.** JPMorgan and BOA agree to provide to Bondholder Plaintiffs' Counsel the information they have previously provided to other plaintiffs in the USD LIBOR MDL regarding identifying London interbank transactions within their respective previously produced transaction data. JPMorgan and BOA shall have no obligation to provide to Bondholder Plaintiffs any information beyond what they have previously provided to other plaintiffs in the MDL on this issue.

13.5. **Participation in Depositions.** JPMorgan and BOA agree not to object to Bondholder Plaintiffs' Counsel's participation in any deposition of any JPMorgan or BOA employee or designee in other cases in the USD LIBOR MDL. However, the Bondholder Plaintiffs' participation in any such deposition shall not extend whatever time limits have been agreed to regarding the length of any particular deposition. The Parties agree that this provision is without prejudice to Bondholder Plaintiffs' right to subpoena any current or former employee



or officer of the Settling Defendants and without prejudice to the Settling Defendants' right to object to any such subpoenas.

13.6. **Document Authentication.** JPMorgan and BOA will provide reasonable cooperation in providing an authenticity certification as reasonably requested in support of Bondholder Plaintiffs' efforts to seek admission into evidence of documents or data produced by JPMorgan or BOA, respectively, for summary judgment purposes and at trial in this Action, but such cooperation and certification would be without prejudice to JPMorgan's or BOA's arguments that such documents or data are not admissible in other cases.

13.7. **Continuation, Scope, and Termination of the Settling Defendants' Obligations.** The Settling Defendants' obligations to cooperate are continuing until and shall terminate upon the date when final judgment has been rendered with no remaining rights of appeal, in the Action against all Defendants.

**14. RESERVATION OF BONDHOLDER CLASS MEMBERS' RIGHTS AGAINST OTHER DEFENDANTS.**

14.1. All rights of Bondholder Plaintiffs and any Bondholder Class Member against other former, current, or future Defendants or co-conspirators, or any other Person other than the Released JPMorgan and BOA Parties, with respect to any of the Released Claims are specifically reserved by Bondholder Plaintiffs and the Bondholder Class Members.

**15. MISCELLANEOUS.**

15.1. The Parties to this Agreement intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Bondholder Plaintiffs and any Bondholder Class Member against the Released JPMorgan and BOA Parties with respect to the Bondholder Action and the Released Claims. Accordingly, Bondholder Plaintiffs and the Settling Defendants agree not to assert in any judicial proceeding that the Bondholder Action

was brought by Bondholder Plaintiffs or defended by JPMorgan or BOA in bad faith or without a reasonable basis. The Parties further agree not to assert in any judicial proceeding that any Party violated Rule 11 of the Federal Rules of Civil Procedure in connection with the Bondholder Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with competent and experienced legal counsel.

15.2. Nothing in this Settlement shall limit the Settling Defendants' ability to fully defend against litigation brought by other class and non-class plaintiffs as to any matter, except that the Settling Defendants will not join in the applicable section(s) of any pleading, filing, or expert report submitted in this Action that solely relates to the claims of the Bondholder Plaintiffs. For the avoidance of doubt, nothing in this Agreement shall preclude the Settling Defendants from taking any position in this or any other case, regardless of whether such position may also affect, or apply to, Bondholder Plaintiffs.

15.3. The Parties and their respective attorneys agree that prior to the filing of a motion for preliminary approval of the Settlement, this Settlement Agreement, its terms, and the Settlement Amount are and shall be treated as confidential and shall not be disclosed, described, or characterized to any other person, attorney, entity, publication, or member of the media, except as may be required by law or regulation, judicial process, or order of a court, to enforce the terms of the Settlement, or as otherwise agreed by the Parties. Notwithstanding the foregoing, nothing in this Agreement shall preclude any Party from disclosing the fact or amount of the Settlement to their regulators (or those of their parents, subsidiaries, or affiliates) or pursuant to bank regulatory requirements, SEC requirements, or other legal or regulatory requirements if they deem such disclosure is necessary or advisable, or from disclosing the fact

or amount of the Settlement to their external auditors (or those of their parents, subsidiaries, or affiliates). The Parties agree not to disclose the substance of the mediation and negotiations that led to this Settlement Agreement including the merits of any positions taken by any Party except as necessary or advisable pursuant to the preceding sentence and as necessary to provide the Court with information necessary to consider approval of the Settlement.

15.4. The headings herein are used for convenience only and are not meant to have legal effect.

15.5. The Settling Parties consent to jurisdiction in the United States District Court for the Southern District of New York solely for the specific purpose of any suit, action or proceeding to interpret or enforce the terms of the Settlement Agreement.

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

15.7. This Agreement shall constitute the entire agreement between Bondholder Plaintiffs and JPMorgan and BOA pertaining to the settlement of the Bondholder Action against the Settling Defendants and supersedes any and all prior and contemporaneous undertakings of Bondholder Plaintiffs and the Settling Defendants in connection therewith. No representations, warranties or inducements have been made to any Settling Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein. All terms of this Agreement are contractual and not mere recitals. The terms of this Agreement are and shall be binding upon each of the Parties hereto, their heirs, executors, administrators,

representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, and upon all other Persons claiming any interest in the subject matter hereto through any of the Parties hereto including any Bondholder Class Members. Without limiting the generality of the foregoing, each and every covenant and agreement herein by Bondholder Plaintiffs, and Bondholder Plaintiffs' Counsel, shall be binding upon all Class Members.

15.8. This Agreement shall not be modified or amended in any respect except by a writing executed by Bondholder Plaintiffs, through Bondholder Plaintiffs' Counsel, and JPMorgan and BOA, through Settling Defendants' Counsel, subject (if after preliminary or final approval by the Court) to approval by the Court. Amendments and modifications may be made without notice to the Bondholder Class unless notice is required by law or by the Court.

15.9. Entry into the Settlement Agreement shall not constitute or be cited as evidence of an admission, acknowledgement or concession by any Party as to the merit or lack of merit of any claim or defense that has been or could have been asserted in the Action. The Settling Parties agree to not make any public statements that assert or imply otherwise. No evidence as to the fact or terms of the Settlement Agreement shall be admissible in any proceeding or for any purpose other than in connection with any attempt by any Party to enforce the terms of the Settlement Agreement. The limitations described in this Paragraph 15.9 apply whether or not the Court enters the Preliminary Approval Order or the Judgment.

15.10. The terms of this Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict-of-law principles.

15.11. The Parties acknowledge that this Agreement makes no determination as to which Bondholder Class Members are entitled to any distribution from the Net Settlement Fund or as to

the formula for determining the amounts to be distributed.

15.12. The proposed Distribution Plan is not a necessary term of this Agreement, and it is not a condition of this Agreement that any particular Distribution Plan be approved. The Released JPMorgan and BOA Parties shall take no position with respect to the proposed Distribution Plan or such Distribution Plan as may be approved by the Court. The Distribution Plan is a matter separate and apart from the settlement between the Settling Parties, and any decision by the Court solely concerning a particular Distribution Plan shall not affect the validity or finality of the proposed Settlement, including the scope of the release.

15.13. Any dispute arising out of the finalization of the Settlement documentation (or the Settlement itself) will be resolved by the Mediator, who has full authority to make binding determinations. If for any reason Judge Phillips is unavailable or has a conflict, a substitute neutral mediator will be agreed upon by the Parties, or in the absence of agreement, appointed by Judge Phillips. The dispute resolution process shall be conducted on a strictly confidential basis, and the parties shall not disclose the existence or nature of any claim; any documents, correspondence, briefing, exhibits, or information exchanged or presented in connection with any claim; or any rulings, decisions, or results of any claim or argument to any third party, with the sole exception of the parties' respective legal counsel (who shall also be bound by these confidentiality terms). Nothing in this provision shall preclude the Settling Defendants from disclosing the existence, nature, results of, or other information regarding any dispute under this provision to their regulators (or those of their parents, subsidiaries, or affiliates) or pursuant to bank regulatory requirements, SEC requirements, or other legal or regulatory requirements if they deem such disclosure is necessary or advisable, or from disclosing the existence, nature,

results of, or other information regarding any dispute under this provision to their external auditors (or those of their parents, subsidiaries, or affiliates).

15.14. This Agreement may be executed in one or more counterparts by Bondholder Plaintiffs, JPMorgan and BOA, and all executed counterparts and each of them shall be deemed to be one and the same instrument. A facsimile or “pdf” signature shall be deemed an original signature for purposes of executing this Agreement.

15.15. Bondholder Plaintiffs and the Settling Defendants acknowledge that they have been represented by counsel and have made their own investigations of the matters covered by this Agreement to the extent they have deemed it necessary to do so. Therefore, Bondholder Plaintiffs and the Settling Defendants, and their respective counsel, agree that they will not seek to set aside any part of this Agreement on the grounds of mistake. Moreover, Bondholder Plaintiffs and the Settling Defendants, and their respective counsel, understand, agree, and expressly assume the risk that any fact may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree that this Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

15.16. Each of the undersigned attorneys represents that she or he is fully authorized by her or his client(s) to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval. Bondholder Plaintiffs’ Counsel, on behalf of Bondholder Plaintiffs, represent that they are, subject to Court approval, authorized to take all action required or permitted to be taken by or on behalf of the Bondholder Class pursuant to this Agreement to effectuate its terms and to enter into and execute this Agreement and any modifications or amendments to the Agreement on behalf of the Bondholder Class that they deem appropriate.

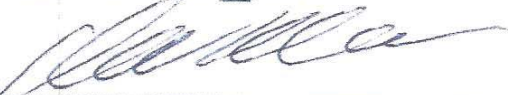
Each of the undersigned attorneys shall use her or his best efforts to effectuate this Agreement.

15.17. If Bondholder Plaintiffs reach one or more other settlements with other defendants in this Action (the “Other Settlements”) prior to the dissemination of notice to class members concerning this Settlement, the class definition, release, and termination provisions applied to JPMorgan and BOA shall be no less favorable than the corresponding provisions applicable to one or more of the Other Settlements.

**16. SIGNATURES.**

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have agreed to this Agreement as of the date first herein written above.

DATED: November \_\_, 2019

By: 

Karen L. Morris  
Patrick F. Morris  
MORRIS AND MORRIS LLC  
COUNSELORS AT LAW  
4023 Kennett Pike, No. 254  
Wilmington, DE 19807  
Tel: (302) 426-0400  
kmorris@morrisandmorrislaw.com  
pmorris@morrisandmorrislaw.com

By: 


David H. Weinstein  
Robert S. Kitchenoff  
WEINSTEIN KITCHENOFF & ASHER LLC  
100 South Broad Street, Suite 705  
Philadelphia, PA 19110-1061  
Tel: (215) 545-7200  
weinstein@wka-law.com  
kitchenoff@wka-law.com

*Bondholder Plaintiff Interim Co-Lead Counsel  
on behalf of Bondholder Plaintiffs individually  
and the Bondholder Class*

By: \_\_\_\_\_

Paul C. Gluckow  
SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue  
New York, New York 10017  
Tel: (212) 455-2000  
pgluckow@stblaw.com

*On behalf of JPMorgan Chase & Co. and  
JPMorgan Chase Bank, N.A.*

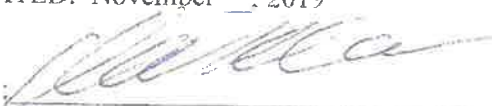
By: 

Paul S. Mishkin  
DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, New York 10017  
Tel: (212) 450-4000  
paul.mishkin@davispolk.com

*On behalf of Bank of America Corporation  
and Bank of America, N.A.*



DATED: November 12, 2019

By:   
Karen L. Morris  
Patrick F. Morris  
MORRIS AND MORRIS LLC  
COUNSELORS AT LAW  
4023 Kennett Pike, No. 254  
Wilmington, DE 19807  
Tel: (302) 426-0400  
kmorris@morrisandmorrislaw.com  
pmorris@morrisandmorrislaw.com

By:   
David H. Weinstein  
Robert S. Kitchenoff  
WEINSTEIN KITCHENOFF & ASHER LLC  
100 South Broad Street, Suite 705  
Philadelphia, PA 19110-1061  
Tel: (215) 545-7200  
weinstein@wka-law.com  
kitchenoff@wka-law.com

*Bondholder Plaintiff Interim Co-Lead Counsel  
on behalf of Bondholder Plaintiffs individually  
and the Bondholder Class*

By:   
Paul C. Gluckow  
SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue  
New York, New York 10017  
Tel: (212) 455-2000  
pgluckow@stblaw.com

*On behalf of JPMorgan Chase & Co. and  
JPMorgan Chase Bank, N.A.*

By: \_\_\_\_\_  
Paul S. Mishkin  
DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, New York 10017  
Tel: (212) 450-4000  
paul.mishkin@davispolk.com

*On behalf of Bank of America Corporation  
and Bank of America, N.A.*