

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE MUTUAL FUNDS)	MDL-1586
INVESTMENT LITIGATION)	
)	Case No. 04-md-15862
Bank of America/Nations sub-track)	
)	
)	

AGREEMENT AMENDING STIPULATION OF SETTLEMENT

WHEREAS, certain parties in the above captioned action (the "Settling Parties"), known as the Bank of America/Nations sub-track in MDL-1586, entered into a Stipulation of Settlement, dated as of December 15, 2005 (the "Stipulation" or "Settlement"), agreeing to a settlement of the claims upon and subject to the terms and conditions specified in the Stipulation;

WHEREAS, the Nations Funds Class Plaintiffs and the Nations Fund Derivative Plaintiff have also reached a settlement with certain other defendants in the Bank of America/Nations sub-track, as embodied in the Bank of America/Nations/Canary Severed Agreement and Stipulation of Settlement ("Canary Severed Agreement");

WHEREAS, the Settling Parties determined that given the Canary Severed Agreement and subsequent developments certain provisions in the Stipulation should be supplemented;

ACCORDINGLY, IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED, by and among counsel for the Settling Parties herein, that the Stipulation is amended as follows:

1. Paragraph 1(c)(i) is amended to state, in relevant part: “ ‘Nations Funds Class’ means a class consisting, collectively, of: (x) all shareholders who purchased or held shares of Nations Funds Mutual Funds at any time from September 8, 1998 through September 9, 2003, inclusive, and (y) all beneficiaries, owners, beneficial owners, or principals of trusts, accounts, or other entities for which Bank of America, N.A. or any of its parents, subsidiaries, affiliates, predecessors, successors or assigns acted as trustee, fiduciary, or agent and that were directly or indirectly invested in Nations Funds Mutual Funds at any time from September 8, 1998 through September 9, 2003, inclusive (the ‘Fiduciary Subclass’). Excluded from the Nations Funds Class are Canary Capital Partners, LLC; Canary Capital Partners, Ltd.; Canary Investment Management, LLC; and Edward Stern (collectively, the “Canary Defendants”).”

2. Paragraph 1(j) is amended to state: “ ‘Nations Funds Mutual Funds’ shall mean all of the funds or series of funds housed by Nations Funds, excluding money market funds.”

3. In paragraph 1 (m), “Released Claims” shall also include “Unknown Claims.”

4. “Unknown Claims” shall mean any and all Released Claims which any Releasing Party does not know or suspect to exist in his, her or its favor at the time of the release of such claims, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Parties’ Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Settling Parties shall expressly waive, and each Class Member and each of the Released Parties shall with respect to such claims be deemed to have waived, and by operation of the Order and Final Judgment of Dismissal (“Judgment”) shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, 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.

5. Paragraph 15(iii) is amended to state: "Such fee and/or expense awards as are awarded by the Court shall be paid, in escrow, to Lead Counsel for the Nations Funds Class Plaintiffs, for the benefit of the plaintiff signatories' counsel, by Bank of America within ten (10) days of such fee and/or expense award. Such payment shall, however, be subject to Lead Counsel's obligation to make all appropriate refunds or repayments, plus accrued interest at the same net rate as earned by the escrow account, if this Settlement is terminated pursuant to the terms of the Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the fee and/or expense awards are reduced or reversed. Lead Counsel shall make all appropriate refunds or repayments in full no later than ten (10) business days after receiving notice of the termination of the Settlement or after receiving from a court of appropriate jurisdiction notice of any reduction of the fee and/or expense awards on appeal or otherwise."

6. The Released Parties agree to provide a reciprocal and co-extensive cross-claim release to Canary Capital Partners, LLC, Canary Capital Partners, Ltd., Canary Investment Management, LLC and Edward Stern, and their related parties with respect to trading in the Nations Funds, in the event these Canary parties agree to provide a reciprocal and co-extensive cross-claim release to the Released Parties. The cross-claim releases will be separately executed and included in the Judgment(s) entered in the Bank of America/Nations sub-track in MDL-1586.

7. Bank of America agrees that it will allow class plaintiffs to provide notice of the Canary Settlement as part of the notice that will be given of the Settlement pursuant to Paragraph 12(b) of the Stipulation. Lead Counsel shall secure a provision within the Canary Severed Agreement providing that in the event that the Settlement does not become effective, available funds under the Canary Severed Agreement shall be used to re-pay Bank of America for

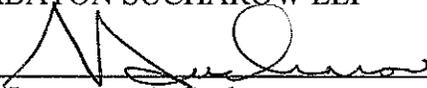
\$150,000 of the costs of notice incurred by Bank of America. Bank of America shall not be responsible for the payment of any other costs whatsoever in connection with the Canary Settlement, including, but not limited to, costs associated with calculating distribution amounts or distributing funds under the Canary Settlement.

8. The Stipulation, as amended herein, remains in full force and effect.

9. Capitalized terms used herein, but not otherwise defined, have the meaning assigned to them in the Stipulation.

Dated: January 28, 2010

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Dated: February 4, 2010

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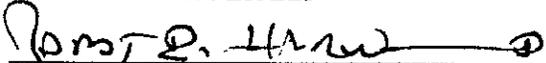
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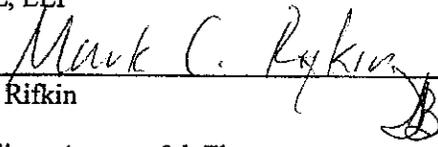
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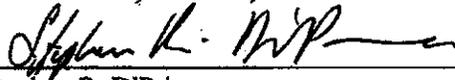
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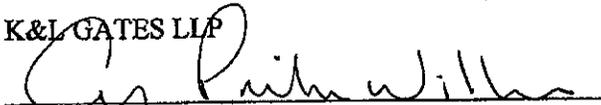
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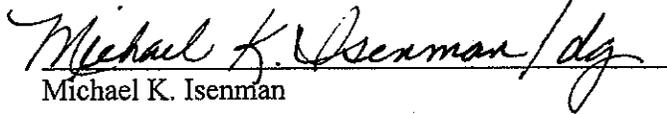
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