

1 c. An Eligible Investor may revoke his/her/its acceptance of Respondent's
2 Purchase Offer at any time up until Respondent purchases such Eligible Investor's Eligible
3 Auction Rate Securities or provides notice of Respondent's intent to purchase such Eligible
4 Auction Rate Securities.

5 d. Respondent's obligation under this paragraph to those Eligible Investors
6 who custodied their Eligible Auction Rate Securities away from Respondent as of the date
7 of this Order shall be contingent on: (1) Respondent receiving reasonably satisfactory
8 assurance from the financial institution currently holding the Eligible Investor's Eligible
9 Auction Rate Securities that the bidding rights associated with such Eligible Auction Rate
10 Securities will be transferred to Respondent and (2) transfer of the Eligible Auction Rate
11 Securities back to Respondent; and

12 e. Respondent shall use its best efforts to identify, contact, and assist any
13 Eligible Investor who has transferred the Eligible Auction Rate Securities out of
14 Respondent's custody in returning such Auction Rate Securities to Respondent's custody,
15 and shall not charge such Eligible Investor any fees relating to or in connection with the
16 return to Respondent or custodianship by Respondent of such Eligible Auction Rate
17 Securities.

18 8. In the event that Respondent receives a purchase request from a customer who
19 purchased Eligible Auction Rate Securities at Respondent prior to February 13, 2008, but who
20 transferred such Eligible Auction Rate Securities away from Respondent prior to the Merger Date,
21 Respondent shall engage in good faith negotiations with such customer in an attempt to resolve the
22 customer's request. Respondent shall promptly notify a representative specified by the North
23 American Securities Administrators Association ("NASAA representative") of all such requests.

24 9. By July 22, 2009, Respondent shall have established: (a) a dedicated toll-free
25 telephone assistance line, with appropriate staffing, to provide information and to respond to
26 questions concerning the terms of this Order; and (b) a public Internet page on its corporate

1 Website(s), with a prominent link to that page appearing on Respondent's relevant homepage(s), to
2 provide information concerning the terms of this Order and, via an e-mail address or other
3 reasonable means, to respond to questions concerning the terms of this Order. Respondent shall
4 maintain the telephone assistance line and Internet page through at least the last day of the
5 Purchase Deadline, or any extension thereof.

6 **Relief for Eligible Investors Who Sold Below Par**

7 10. No later than seventy-five (75) days from July 20, 2009, Respondent shall undertake
8 its best efforts to identify any Eligible Investor who sold Eligible Auction Rate Securities below
9 par between February 13, 2008, and the date of this Order ("Below Par Seller") and pay them the
10 difference between par and the price at which the Eligible Investor sold the Eligible Auction Rate
11 Securities, plus reasonable interest thereon. Respondent shall promptly pay any such Below Par
12 Seller identified thereafter.

13 **Reimbursement for Related Loan Expenses**

14 11. As soon as practicable, but not later than seventy-five (75) days from July 20, 2009,
15 Respondent shall make best efforts to identify Eligible Investors who took out loans from
16 Respondent after February 13, 2008, that were secured by Eligible Auction Rate Securities that
17 were not successfully auctioning at the time the loan was taken out from Respondent and paid
18 interest associated with the auction rate securities based portion of those loans in excess of the total
19 interest and dividends received on the auction rate securities during the duration of the loan.
20 Respondent shall reimburse such customers promptly for the excess expense, plus reasonable
21 interest thereon.

22 **Arbitration**

23 12. Respondent consents to participate in a special arbitration (Arbitration) for the
24 exclusive purpose of arbitrating any Eligible Investor's consequential damages claim arising from
25 their inability to sell Eligible Auction Rate Securities.
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1 13. Respondent will notify Eligible Investors of the Arbitration process under the
2 following terms:

3 a. The Arbitration will be conducted by a single public arbitrator (as defined by
4 Section 12100(u) of the FINRA Code of Arbitration Procedures for Customer Disputes);

5 b. Respondent will pay all applicable forum and filing fees. Eligible Investors
6 may seek recovery for their attorneys' fees to the same extent that they may under standard
7 arbitration procedures;

8 c. Any Eligible Investor who chooses to pursue such claims in the Arbitration
9 shall bear the burden of proving that they suffered consequential damages and that such
10 damages were caused by their inability to access funds invested in Eligible Auction Rate
11 Securities;

12 d. In the Arbitration, Respondent shall be able to defend itself against such
13 claims, provided, however, that Respondent shall not contest liability for the illiquidity of
14 the underlying ARS or use as part of its defense any decision by an Eligible Investor not to
15 borrow money from Respondent;

16 e. All customers, including but not limited to Eligible Investors who avail
17 themselves of the relief provided pursuant to this Order, may pursue any remedies against
18 Respondent available under the law. However, Eligible Investors that elect to utilize the
19 Arbitration process set forth above are limited to the remedies available in that process and
20 may not bring or pursue a claim relating to Eligible Auction Rate Securities in another
21 forum.

22 f. All terms used but not defined herein shall have the meaning assigned to
23 them by the Wisconsin Uniform Securities Law.
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Reporting and Meetings

14. Within forty-five (45) days of the end of each month beginning with a report covering the month ended after the date of this Order and continuing through and including a report detailing the month ended March 31, 2010, Respondent will submit a monthly written report to the NASAA representative detailing its progress with respect to its obligations pursuant to this Order.

15. Respondent will confer with the NASAA representative on a quarterly basis to discuss Respondent's progress to date. Such quarterly discussions will continue through the first quarter of 2010.

16. The reporting or meeting deadlines set forth above may be amended with written permission from the NASAA representative.

Compliance Measures

17. Respondent is ordered to provide the NASAA representative with a list of Customers, (delineated and separated by state residency and including amounts of Eligible Auction Rate Securities then held at Respondent) who receive notice of the Offer contained in paragraphs IV.3 and IV.4 of this Order promptly after such notice is sent.

18. Respondent is ordered to provide the NASAA representative with a list of Below Par Sellers (delineated and separated by state residency and including amounts of Eligible Auction Rate Securities) who are eligible for relief pursuant to paragraph IV.10 of this Order promptly after the First Offer Period ends.

19. Respondent is ordered to provide the NASAA representative with a list of Customers who took loans from Respondent secured by Eligible Auction Rate Securities (delineated and separated by state residency and including amounts of Eligible Auction Rate Securities and original loan amounts) who are entitled to relief under paragraph IV.11 of this Order promptly after the First Offer Period ends.

1 20. Respondent is ordered to comply with the Wisconsin Uniform Securities Law and
2 with the regulations adopted by the Division and, in particular, sec. 551.41, Wis. Stats., and its
3 successor provisions.

4 21. For any person or entity not a party to this Order, unless expressly stated herein, this
5 Order does not limit or create any private rights or remedies against Respondent, limit or create
6 liability of Respondent, or limit or create defenses of Respondent to any claims.

7 22. Nothing herein shall preclude the State of Wisconsin, its departments, agencies,
8 boards commissions, authorities, political subdivisions, and corporation (collectively “State
9 Entities”), other than the Division and only to the extent set forth in paragraph IV.1, and the
10 officers, agents, or employees of State Entities from asserting any claims, causes of action, or
11 applications for compensatory, nominal and/or punitive damages, administrative, civil, criminal, or
12 injunctive relief against Respondent in connection with the marketing and sale of ARS at
13 Respondent.

14 23. This Order is binding in the State of Wisconsin.

15 24. Should Respondent fail to comply with any or all provisions of this Order, the
16 Division may impose sanctions and costs and seek other appropriate relief subject to the
17 Respondent’s rights to notice and a hearing pursuant to the Wisconsin Uniform Securities Law.

18 25. This Order and any dispute related thereto shall be construed and enforced in
19 accordance with, and governed by, the laws of Wisconsin without regard to any choice of law
20 principles.

21 26. This Order shall be binding upon Respondent and its successors and assigns as well
22 as on successors and assigns of relevant affiliates with respect to all conduct subject to the
23 provisions above and all future obligations, responsibilities, undertakings, commitments,
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