

AO 399 (Rev. 10/95)

**WAIVER OF SERVICE OF SUMMONS**

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP  
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Calyon Securities (USA) Inc., acknowledge receipt of your request  
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.,  
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the  
(DOCKET NUMBER)

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009,  
(DATE REQUEST WAS SENT)  
or within 90 days after that date if the request was sent outside the United States.

March 16, 2009  
(DATE)

Mitchell A. Lowenthal  
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Calyon Securities (USA) Inc.  
(TITLE) (CORPORATE DEFENDANT)

**Duty to Avoid Unnecessary Costs of Service of Summons**

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFFS ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Charles Schwab & Co., Inc. (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc, Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

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(DATE) (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of Charles Schwab & Co., Inc. (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, CIBC World Markets Corp. (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

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March 16, 2009 (DATE)

[Handwritten Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of CIBC World Markets Corp. (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Citigroup Global Markets Inc.
(DEFFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK)
(DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

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(DATE REQUEST WAS SENT) or within 90 days after that date if the request was sent outside the United States.

March 16, 2009
(DATE)

[Handwritten Signature]

(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Citigroup Global Markets Inc.
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Commerzbank Capital Markets Corp. (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

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March 16, 2009 (DATE)

[Handwritten Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of Commerzbank Capital Markets Corp. (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, DnB NOR Markets, Inc. (the trade name of which is DnB NOR Markets) (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

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March 16, 2009 (DATE)

[Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Louenthal

As Attorney (TITLE) of DnB NOR Markets (CORPORATE DEFENDANT)

(the trade name of which is DnB NOR Markets)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, DZ Financial Markets LLC (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

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March 16, 2009 (DATE)

[Handwritten Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of DZ Financial Markets LLC (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Fidelity Capital Markets Services (division of National Financial Services LLC), acknowledge receipt of your request (DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al., (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the (DOCKET NUMBER)

SOUTHERN District of NEW YORK

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March 16, 2009 (DATE)

Mitchell A. Laurentthal (SIGNATURE)

Printed/Typed Name: Mitchell A. Laurentthal

As Attorney of Fidelity Capital Market Services (CORPORATE DEFENDANT) (division of National Financial Services LLC)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, BMO Capital Markets Corp. (f/k/a Harris Nesbitt Corp.) (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

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March 16, 2009 (DATE)

[Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of BMO Capital Markets Corp. (CORPORATE DEFENDANT) (f/k/a Harris Nesbitt Corp.)

Duty to Avoid Unnecessary Costs of Service of Summons

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, HSBC Securities (USA) Inc. (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

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March 16, 2009 (DATE)

[Handwritten Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of HSBC Securities (USA) Inc. (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Loop Capital Markets, LLC
(DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK)
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(DATE REQUEST WAS SENT) or within 90 days after that date if the request was sent outside the United States.

March 16, 2009
(DATE)

[Handwritten Signature]
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Loop Capital Markets, LLC
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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**WAIVER OF SERVICE OF SUMMONS**

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP  
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Mellon Financial Markets, LLC (n/k/a BNY Mellon Capital Markets, LLC), acknowledge receipt of your request  
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.,  
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the  
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or within 90 days after that date if the request was sent outside the United States.

March 16, 2009  
(DATE)

Mitchell A. Lowenthal  
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Mellon Financial Markets, LLC  
(TITLE) (CORPORATE DEFENDANT)  
(n/k/a BNY Mellon Capital Markets, LLC)

**Duty to Avoid Unnecessary Costs of Service of Summons**

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AO 399 (Rev. 10/95)

**WAIVER OF SERVICE OF SUMMONS**

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP  
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Merrill Lynch, Pierce, Fenner & Smith Inc., acknowledge receipt of your request  
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.,  
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the  
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SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009,  
(DATE REQUEST WAS SENT)  
or within 90 days after that date if the request was sent outside the United States.

March 16, 2009  
(DATE)

Mitchell A. Lowenthal  
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Merrill Lynch, Pierce, Fenner & Smith Inc  
(TITLE) (CORPORATE DEFENDANT)

**Duty to Avoid Unnecessary Costs of Service of Summons**

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

AO 399 (Rev. 10/95)

**WAIVER OF SERVICE OF SUMMONS**

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP  
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Mizuho Securities USA, Inc., acknowledge receipt of your request  
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.,  
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the  
(DOCKET NUMBER)

SOUTHERN District of NEW YORK


I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009,  
(DATE REQUEST WAS SENT)  
or within 90 days after that date if the request was sent outside the United States.

March 16, 2009  
(DATE)

  
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Mizuho Securities USA, Inc.  
(TITLE) (CORPORATE DEFENDANT)

**Duty to Avoid Unnecessary Costs of Service of Summons**

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Morgan Stanley & Co. Inc.
(DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK)
(DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009
(DATE REQUEST WAS SENT) or within 90 days after that date if the request was sent outside the United States.

March 16, 2009
(DATE)

[Handwritten Signature]
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lourenthal

As Attorney of Morgan Stanley & Co. Inc.
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Muriel Siebert & Co., Inc.
(DEPENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK)
(DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009
(DATE REQUEST WAS SENT) or within 90 days after that date if the request was sent outside the United States.

March 16, 2009
(DATE)

[Handwritten Signature]
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Muriel Siebert & Co., Inc.
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, National Australia Bank Limited, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.,
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the
(DOCKET NUMBER)

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009, or within 90 days after that date if the request was sent outside the United States.
(DATE REQUEST WAS SENT)

March 16, 2009
(DATE)

[Handwritten Signature]
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of National Australia Bank Limited
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

**WAIVER OF SERVICE OF SUMMONS**

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP  
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, nabCapital Securities, LLC, acknowledge receipt of your request  
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.,  
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the  
(DOCKET NUMBER)

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

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I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009,  
(DATE REQUEST WAS SENT)  
or within 90 days after that date if the request was sent outside the United States.

March 16, 2009  
(DATE)

Mitchell A. Lowenthal  
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of nabCapital Securities, LLC  
(TITLE) (CORPORATE DEFENDANT)

**Duty to Avoid Unnecessary Costs of Service of Summons**

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP  
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, ~~RBC-Dain Rauscher Inc.~~ <sup>RBC Capital Markets Corp. (A/k/a RBC Dain Rauscher Inc.)</sup> acknowledge receipt of your request  
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. ,  
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the  
(DOCKET NUMBER)

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009 ,  
(DATE REQUEST WAS SENT)  
or within 90 days after that date if the request was sent outside the United States.

March 16, 2009  
(DATE)

Mitchell A. Lowenthal  
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of RBC Capital Markets Corp.  
(TITLE) (CORPORATE DEFENDANT)  
(A/k/a RBC Dain Rauscher Inc.)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, RBS Greenwich Capital (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009 (DATE REQUEST WAS SENT) or within 90 days after that date if the request was sent outside the United States.

March 16, 2009 (DATE)

[Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of RBS Greenwich Capital (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Santander Investment Securities Inc.
(DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.
(CAPTION OF ACTION),

of which is case number 09-MD-2017 (LAK)
(DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009
(DATE REQUEST WAS SENT), or within 90 days after that date if the request was sent outside the United States.

March 16, 2009
(DATE)

[Handwritten Signature]
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Santander Investment Securities Inc.
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Scotia Capital (USA) Inc. (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

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I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009 (DATE REQUEST WAS SENT) or within 90 days after that date if the request was sent outside the United States.

March 16, 2009 (DATE)

[Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of Scotia Capital (USA) Inc. (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, SG Americas Securities LLC (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

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March 16, 2009 (DATE)

[Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of SG Americas Securities LLC (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)
I, Siebert Capital Markets (the advertising name of Muriel Siebert + Co., Inc.), acknowledge receipt of your request
(DEPENDANT NAME)
that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.
(CAPTION OF ACTION)
of which is case number 09-MD-2017 (LAK) in the United States District Court for the
(DOCKET NUMBER)
SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

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I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009
or within 90 days after that date if the request was sent outside the United States.
(DATE REQUEST WAS SENT)

March 16, 2009
(DATE)

[Handwritten Signature]
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Siebert Capital Markets
(TITLE) (CORPORATE DEPENDANT)
(the advertising name of Muriel Siebert + Co., Inc.)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

**WAIVER OF SERVICE OF SUMMONS**

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP  
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Sovereign Securities Corporation, LLC, acknowledge receipt of your request  
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.,  
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the  
(DOCKET NUMBER)

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009,  
(DATE REQUEST WAS SENT)

or within 90 days after that date if the request was sent outside the United States.

March 16, 2009  
(DATE)

[Signature]  
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Sovereign Securities Corporation, LLC  
(TITLE) (CORPORATE DEFENDANT)

**Duty to Avoid Unnecessary Costs of Service of Summons**

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, SunTrust Robinson Humphrey, Inc.
(DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK)
(DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009
(DATE REQUEST WAS SENT) or within 90 days after that date if the request was sent outside the United States.

March 16, 2009
(DATE)

[Handwritten Signature]

(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of SunTrust Robinson Humphrey Inc.
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, TD Securities (USA) Inc. (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

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I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009 (DATE REQUEST WAS SENT) or within 90 days after that date if the request was sent outside the United States.

March 16, 2009 (DATE)

[Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of TD Securities (USA) Inc. (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, UBS Securities LLC, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.,
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the
(DOCKET NUMBER)

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

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I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009, or within 90 days after that date if the request was sent outside the United States.
(DATE REQUEST WAS SENT)

March 16, 2009
(DATE)

[Handwritten Signature]
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of UBS Securities LLC
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Utendahl Capital Partners, L.P.
(DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK)
(DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

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I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after March 6, 2009
(DATE REQUEST WAS SENT) or within 90 days after that date if the request was sent outside the United States.

March 16, 2009
(DATE)

[Handwritten Signature]
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Utendahl Capital Partners, L.P.
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Wachovia Capital Markets, LLC (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

SOUTHERN District of NEW YORK

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March 16, 2009 (DATE)

[Handwritten Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of Wachovia Capital Markets, LLC (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP (NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Wachovia Securities, LLC (DEFENDANT NAME), acknowledge receipt of your request

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al. (CAPTION OF ACTION),

of which is case number 09-MD-2017 (LAK) (DOCKET NUMBER) in the United States District Court for the

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March 16, 2009 (DATE)

[Signature] (SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney (TITLE) of Wachovia Securities, LLC (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Wells Fargo Securities, LLC, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.,
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the
(DOCKET NUMBER)

SOUTHERN District of NEW YORK

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

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or within 90 days after that date if the request was sent outside the United States.
(DATE REQUEST WAS SENT)

March 16, 2009
(DATE)

[Handwritten Signature]
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Wells Fargo Securities, LLC
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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AO 399 (Rev. 10/95)

**WAIVER OF SERVICE OF SUMMONS**

TO: David R. Stickney, Bernstein Litowitz Berger & Grossmann LLP  
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Williams Capital Group, L.P., acknowledge receipt of your request  
(DEFENDANT NAME)

that I waive service of summons in the action Operative Plasterers and Cement Masons Int'l Assoc. Local 262, et al. v. Fuld, et al.,  
(CAPTION OF ACTION)

of which is case number 09-MD-2017 (LAK) in the United States District Court for the  
(DOCKET NUMBER)

SOUTHERN District of NEW YORK

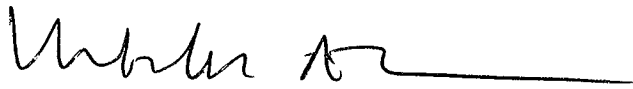
I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

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(DATE REQUEST WAS SENT)  
or within 90 days after that date if the request was sent outside the United States.

March 16, 2009  
(DATE)

  
(SIGNATURE)

Printed/Typed Name: Mitchell A. Lowenthal

As Attorney of Williams Capital Group L.P.  
(TITLE) (CORPORATE DEFENDANT)

**Duty to Avoid Unnecessary Costs of Service of Summons**

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