

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE MUTUAL FUNDS INVESTMENT LITIGATION	MDL 1586
This Document Relates To: The Putnam Subtrack	Civil Action No. 04-MD-15863 Honorable J. Frederick Motz
Saunders, et al. v. Putnam American Government Income Fund, et al.	Civil Action No. 04-cv-00560
Zuber v. Putnam Investment Management LLC, et al.,	Civil Action No. 04-md-0564

ORDER AND FINAL JUDGMENT

This matter came before the Court for hearing pursuant to an Order dated _____, 2010 (the “Preliminary Approval Order”), on the application of the Plaintiffs for approval of the Stipulations and Agreements of Settlement (the “Stipulations” or “Settlements”) attached as Exhibits 1-4 to the Plaintiffs’ Memorandum in Support of Motion for Preliminary Approval of Class Settlements, Certification of Settlement Class and Appointment of Class Counsel; and

Due and adequate notice having been given to members of the Class and parties, as required in the Preliminary Approval Order, and following such notice, a hearing having been held before this Court on _____, 2010 (the “Settlement Hearing”) to determine the matters contemplated herein; and the Court having considered all papers and filings had herein and otherwise being fully informed of the premises and good cause appearing therefore; and all capitalized terms herein having the same meanings defined in the Stipulations and the Preliminary Approval Order.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of the Actions, Class Plaintiffs, all members of the Class and Defendants.

2. For the reasons set forth in the Court's Order dated _____, 2010, the Court finds, for purposes of settlement only, that the prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and (b)(3) have been satisfied in that: (a) the number of members of the Class are so numerous that joinder of all members in the Class is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Class Representative are typical of the claims of the Class it seeks to represent; (d) the Class Representative has and will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finally certifies, for purposes of settlement only, this action as a class action on behalf of a plaintiff class (the "Class") consisting of all shareholders in the Putnam Funds between January 1, 1997 through December 31, 2003, inclusive. Excluded from the Class are any person or entity who filed a timely and valid request for exclusion from the Class.

4. The Court hereby appoints Stanley M. Chesley of the firm of Waite, Schneider, Bayless & Chesley Co., L.P.A. as Class Counsel.

5. The Court finds that the form of notice specified in the Court's Preliminary Approval Order has been given. The form and method of notice as so

provided constituted the best notice practicable under the circumstances, satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, § 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7) as amended, and Due Process, and constituted due and sufficient notice to all persons and entities entitled thereto. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby approves the Settlements set forth in the Stipulations and finds that the Settlements are, in all respects, fair, reasonable and adequate as to members of the Class and other affected parties. The parties are authorized and directed to consummate the Settlements in accordance with the terms and provisions of the Stipulations.

6. The Court hereby dismisses the MDL Actions, as identified in the form annexed to this Order as Attachment 1, with prejudice and without costs (except as otherwise provided in the Stipulation) as to any and all Released Claims, including Unknown Claims, that were or could have been asserted in the MDL Actions by or on behalf of Class Plaintiffs and the Class Members except that claims in *Zuber v. Putnam Investment Management LLC, et al.*, No. 04-md-0564 (D. Md.) (the “Fund Derivative Action”) are only dismissed as to the Canary Parties and the Bank of America Released Parties.¹

¹ The Bank of America Released Parties are Banc of America Securities LLC, Bank of America Corporation, Bank of America, N.A., and each of their respective Related Parties. “Related Parties” means (a) with respect to natural persons, their past or present agents, servants, attorneys, accountants, insurers, co-insurers and re-insurers, executors and administrators; (b) with respect to other legal entities, their past and present parents, subsidiaries, general partners, limited partners, officers, directors, trustees, members, employees, agents, servants, attorneys, accountants, insurers; and (c) the predecessors, successors, heirs and assigns of the foregoing.

a. As to BAS, “Released Claims” means any and all claims, rights, causes of action, or liabilities whatsoever of against the Bank of America Released Parties, whether direct, derivative, or brought in any other capacity, whether under federal, state, local, statutory or common law, whether known or unknown (including “Unknown Claims”), whether suspected or unsuspected, whether accrued or unaccrued, concerning in any respect directly or indirectly market timing, late-trading or short-term or excessive trading in any of the Putnam Funds during the Class Period, including any claims that the Released Parties allowed, assisted, cleared, brokered, financed, provided the means for, subjected investors to or otherwise facilitated market-timing, late-trading or short-term or excessive trading and including, without limitation, all claims that were alleged in the Class Complaint and the Fund Derivative Complaint and all claims that could have been brought against the Released Parties that concern, relate to or arise out of, in any respect, directly or indirectly, market-timing, late-trading or short-term or excessive trading in any of the Putnam Funds during the Class Period.

b. As to the Canary Parties (defined below), and using for purposes of this paragraph the defined terms in the Putnam/ Canary Severed Agreement and Stipulation of Settlement Dated February 8, 2010, upon the Effective Date, all Released Claims brought by or on behalf of any and/or all of the Releasing Plaintiffs Parties and their respective heirs, executors, administrators, successors and assigns against the Canary Released Parties in any case or complaint transferred to or filed in MDL-1586, including, without limitation, the Actions, including specifically, without limitation, Counts I and II of the Class Complaint, as against any and all of the Canary Released Parties, are dismissed with prejudice. Upon the Effective Date, all Releasing

Plaintiffs Parties, on behalf of themselves, their heirs, executors, administrators, successors and assigns: (i) shall be conclusively deemed to have fully, finally and forever released, relinquished, and discharged all Released Claims against the Canary Released Parties; (ii) shall be conclusively deemed to have covenanted not to sue the Canary Released Parties in any action alleging any claim that is a Released Claim; (iii) shall be conclusively deemed to have covenanted not to knowingly and voluntarily assist in any way any third party in commencing or prosecuting any suit against the Canary Released Parties relating to any Released Claim, including any derivative suit, and (iv) shall forever be enjoined and barred from asserting the Released Claims against any Canary Released Party in any action or proceeding of any nature. Upon the Effective Date, each of the Canary Defendants, on behalf of themselves, their heirs, executors, administrators, successors and assigns, shall release each and every of the Released Parties' Claims, and shall forever be enjoined from prosecuting any or all of the Released Parties' Claims, against the Releasing Plaintiffs Parties and their respective counsel. This Final Judgment shall be deemed to provide for reciprocal, co-extensive cross-claim releases between all defendants consistent with this paragraph, including appropriate reciprocal provisions barring and permanently enjoining the prosecution of Cross-Claims and Canary Cross-Claims, and such reciprocal cross-claim releases shall become effective at such time as the Order and Final Judgment becomes Final.

7. a. All Class Members and the successors and assigns of any of them, who did not validly and timely requested exclusion from the Class, and plaintiffs in the Fund Derivative Action (but only as to claims against the Canary Parties and the Bank of America Released Parties) are hereby permanently barred, enjoined and

restrained from instituting, commencing or prosecuting all direct, indirect, individual, representative or class claims, rights or causes of action or liabilities whatsoever, including but not limited to claims for contribution, indemnification or reimbursement, whether known or unknown (including Unknown Claims), and whether arising under federal, state, local, statutory, common or any other law, rule, or regulation, against any of the Released Parties, which have been, or could have been, asserted in the Lead Case, any of the Actions (as identified in Attachment 1), the Fund Derivative Action or in any court or forum by the Class Members or any of them individually (or any of their heirs, executors, successors or assigns, in their capacities as such, or any person or entity whom the Class Member represents as the holder of shares of the Putnam Funds), based upon, relating to or arising from the acts, facts, matters or occurrences, errors, representations or omissions, transactions and circumstances that were alleged in the complaint in either of the above-captioned cases or predecessor complaints such cases and which relate to or arise in any way, directly or indirectly, from any transactions relating to shares of the Putnam Funds during the Class Period (the “Released Claims”).

b. The Actions include, without limitation, the following State Court Actions: (i) *Kircher, et al. v. Putnam Funds Trust, et al.*, Cause No. 03-L-1255, which pends in the Circuit Court, Third Judicial Circuit, Madison County, Illinois; (ii) *Dudley, et al. v. Putnam Int'l Equity Fund, et al.*, Cause No. 03-L-1539, which pends in the Circuit Court, Third Judicial Circuit, Madison County, Illinois, and (iii) *Dudley, et al. v. Putnam Inv. Funds, et al.*, Cause No. 03-L-1540, which pends in the Circuit Court, Third Judicial Circuit, Madison County, Illinois.

c. The “Released Parties” are: (1) any of the Putnam Defendants, the Non-Putnam Defendants, the Putnam Funds, Marsh & McLennan Companies, Inc., William Woolverton, Ian Ferguson, Omid Kamshad, Geirulv Lode, Carmel Peters, Justin Scott, James Prusko, and Frank Perfetuo, (the “Putnam Defendants and related parties”) (2) Prudential Securities Incorporated; (3) the Bank of America Released Parties; and (4) Canary Capital Partners, LLC; Canary Capital Partners, Ltd.; Canary Investment Management, LLC; and Edward Stern (hereinafter referred to as the “Canary Parties”) (Putnam Defendants, Prudential Securities Incorporated, Banc of America Securities and Canary Parties are hereinafter referred to collectively as the “Settling Defendants.”) collectively or individually, as well as all of their, his, her or its present and former partners, directors, principals, employees, agents, parent companies, subsidiaries, affiliates, predecessors and successors, and any of their, his, her or its heirs, successors and assigns.

d. The Released Claims are hereby compromised, settled, released, discharged and dismissed as against the Released Parties on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

8. Upon the Effective Date, Class Plaintiffs, all Class Members and plaintiffs in the Fund Derivative Action on behalf of themselves, their heirs, executors, administrators, successors and assigns: (i) shall be conclusively deemed to have fully, finally and forever released, relinquished and discharged all Released Claims against the Released Parties; (ii) shall be conclusively deemed to have covenanted not to sue the Released Parties in any action alleging any claim that is a Released Claim; (iii) shall be conclusively deemed to have covenanted not to knowingly or voluntarily assist in any

way any third party in commencing or prosecuting any suit against the Released Parties relating to any Released Claim, including any derivative suit, and (iv) shall forever be enjoined and barred from asserting the Released Claims against any Released Party in any action or proceeding of any nature.

9. The, Released Parties, the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting all claims, including but not limited to claims for contribution, indemnification or reimbursement, whether known or unknown (including Unknown Claims), and whether arising under federal, state, or any other law, which have been, or could have been, asserted in any of the Actions against any of the Plaintiffs, including Plaintiffs' Counsel, which arise out of or relate in any way to the institution, prosecution or settlement of the Lead Case or, as to the Canary Parties and BAS, the Fund Derivative Action plaintiffs (except for claims to enforce the Stipulations or the Settlements) (the "Released Parties' Claims"). The Released Parties' Claims are hereby compromised, settled, released, discharged and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

10. This Order and Final Judgment, the Stipulations and their exhibits, the terms and provisions thereof, and any of the negotiations or proceedings connected with them, and any of the documents or statements referred to therein shall not be:

a. offered or received against any of the Released Parties as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by the Released Parties, collectively or individually, of the truth of any fact alleged by any of the Plaintiffs or the validity of any claim that has been or

could have been asserted in the Lead Case, any of the Actions (including, without limitation, the cases identified in Attachment 1), or in any litigation, or the deficiency of any defense that has been or could have been asserted in any of the Actions or in any litigation, or of any liability, negligence, fault, or wrongdoing on the part of any of the Released Parties;

b. offered or received against any of the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any of the Released Parties;

c. offered or received against any of the Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Released Parties, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Judgment; provided, however, that upon approval by the Court, the Released Parties may refer to it to effectuate the liability protection granted them hereunder;

d. construed against the Released Parties as an admission or concession that the consideration to be given hereunder represents the amount which could or would have been recovered after trial of the Lead Case; or

e. construed as or received in evidence as an admission, concession or presumption against Lead Plaintiff or any of the Class Members that any of their claims are without merit, or that any defenses asserted by the Released Parties have

any merit, or that damages recoverable under the Complaint would not have exceeded the Settlement Funds provided for in the Stipulations.

11. The Plan of Allocation is approved as fair and reasonable, and Lead Plaintiff's Counsel is directed to administer the Settlements in accordance with their terms and provisions.

12. The Court finds that all parties and counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

13. Without affecting the finality of this Judgment in any way, the Court hereby retains jurisdiction over (a) implementation of the Settlements and any award or distribution from the Settlement Funds; (b) disposition of the Settlement Funds; (c) any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the members of the Class; and (d) over the parties and Class Members for all matters relating to the Actions, including the administration, interpretation, effectuation or enforcement of the Stipulations and this Order and Final Judgment.

14. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulations.

15. As of the later of the making by the Released Parties of the payments provided for in the Stipulations or the Effective Dates provided for in the Stipulations, and subject to such payments being made, to the maximum extent allowed by applicable state and federal law (including the PSLRA) the Court bars and enjoins, and discharges the Released Parties from, any and all claims for contribution and

indemnification or the like, however styled (including any claim where the injury to the person asserting the claim is such person's threatened or actual liability to Plaintiffs, any Settlement Class Member or the Putnam Funds), by any person or entity, whether arising under state, federal, local, statutory or common law, or any other law, rule or regulation, based upon, arising out of, relating to, or in connection with the Released Claims (the "Bar Order"), except that as to the plaintiffs in the Fund Derivative Action the preclusions in this paragraph shall apply only to claims against the Canary Parties and BAS. This Bar Order will bar all such claims for contribution to the full extent provided by the PSLRA, and all such claims for indemnification or the like to the maximum extent allowed by applicable state or federal law (including the PSLRA): (a) by any person or entity against the Released Parties; and (b) by the Released Parties against any person or entity other than any person or entity whose liability to the Settlement Class has been extinguished pursuant to the Stipulations and this Order and Final Judgment.

16. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

SO ORDERED this ___ day of _____, 2010.

Hon. J. Frederick Motz
United States District Judge