

## **SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement ("Agreement") is made by and between the following undersigned parties:

(1) Plaintiff/Claimant the Federal Deposit Insurance Corporation as Receiver for the 20 Closed Banks listed in Exhibit A to this Agreement ("FDIC-R"); and (2) Defendants Barclays Bank plc, Bank of Scotland plc, the British Bankers' Association ("BBA"), BBA Trent Ltd. (formerly known as BBA LIBOR Ltd.) (sued in its own right, and also in the English Proceedings (as defined below) in its capacity as a representative of the BBA), BBA Enterprises Ltd. (sued in its own right, and also in the English Proceedings in its capacity as a representative of the BBA), Coöperatieve Rabobank U.A. (formerly known as Coöperatieve Centrale Raiffeisen-Boerenleenbank BA), Lloyds Banking Group plc, Lloyds Bank plc, NatWest Markets plc (formerly known as The Royal Bank of Scotland plc), NatWest Group plc (formerly known as The Royal Bank of Scotland Group PLC), and UBS AG (each, a "Defendant Party" and collectively, the "Defendant Parties"). The FDIC-R and the Defendant Parties are each a "Party" and collectively, the "Parties".

This Settlement Agreement shall be effective as of the date last executed by any Party ("Effective Date").

## **RECITALS**

### **WHEREAS:**

The Federal Deposit Insurance Corporation was appointed Receiver for each Closed Bank listed in Exhibit A on their respective dates of closing. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of each Closed Bank, including those with respect to its assets;

Among the assets to which the FDIC-R succeeded were all of the Closed Banks' claims, demands, and causes of action;

On March 14, 2014, the FDIC-R filed a complaint in the United States for money damages

against, among others, the Defendant Parties. Those claims for damages are now pending in the United States District Court for the Southern District of New York in the action captioned *Federal Deposit Insurance Corporation As Receiver For Amcore Bank, et al. v. Bank of America Corporation, et al.*, No. 1:14-cv-1757-NRB (S.D.N.Y.), as part of the multi-district litigation proceeding entitled *In re LIBOR-Based Financial Instruments Antitrust Litigation*, No. 1:11-md-2262-NRB (S.D.N.Y.) (the “US Proceedings”). In addition, on March 10, 2017, the FDIC-R issued a claim in the Business and Property Courts of England and Wales, Chancery Division titled *Federal Deposit Insurance Corporation as Receiver for Amcore Bank, N.A. and Ors v Barclays Bank PLC & Ors*, FL-2017-000002 (the “English Proceedings”) (together with the US Proceedings, the “Actions”). For completeness, the US Proceedings and the English Proceedings are pursued by the FDIC-R in its capacity as Receiver for all Closed Banks referred to in Exhibit A of this Agreement save for Washington Mutual Bank whose claims are only pursued in the US Proceedings;

The FDIC-R has alleged, among other things, that the respective Defendant Parties in the Actions violated state and federal US law (in the US Proceedings) and English / EU law (in the English Proceedings) by conspiring to manipulate U.S. Dollar LIBOR;

The Defendant Parties have denied and continue to deny any liability and maintain that they have meritorious defenses to liability and damages in the Actions; and

The undersigned Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty and expense of further litigation but without any admission of liability by the Defendant Parties;

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the undersigned Parties agree, each with the other, as follows:

#### **SECTION I: PAYMENT TO THE FDIC-R**

A. As an essential covenant and condition to this Agreement, on or before thirty (30) calendar days following the Effective Date, the Defendant Parties shall pay the FDIC-R the sum

of \$50 million (the "Settlement Payment"). The Defendant Parties agree that they are jointly and severally liable for this amount. The Settlement Payment shall constitute a debt due and owing to the FDIC-R, an instrumentality, agency and/or other entity of the United States, as of the Effective Date. The debt shall be discharged by payment in full to the FDIC-R.

B. The Defendant Parties shall deliver, or cause this to be delivered, the Settlement Payment to the FDIC-R by electronic funds transfer pursuant to correct and complete written instructions, including a tax identification number, to be provided by the FDIC-R contemporaneous with signing the Agreement.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the date determined by Section I.A above, then the Defendant Parties shall be in default of their payment obligation ("Default") and interest shall accrue at the rate of five percent (5%) per annum or the rate calculated in accordance with 26 U.S.C. § 6621(a)(2), whichever rate is higher ("Default Interest Rate") on the unpaid total (i.e., unpaid amount of the Settlement Payment together with all accrued interest) until paid in full, and the FDIC-R, in its sole discretion, shall have the right to:

1. Waive the Default and extend the period of time for the Settlement Payment in writing, including interest at the Default Interest Rate accruing from the date determined by Section I.A above; or

2. Enforce this Agreement, including without limitation, by the FDIC-R's motion to summarily enforce the agreed-upon settlement by the Court entering judgment against the Defendant Parties for breach of this Agreement in the amount of the unpaid total (i.e., unpaid amount of the Settlement Payment together with all accrued interest) together with the costs of collection and all of the FDIC-R's reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement. In such event, the Defendant Parties waive and covenant not to plead, argue, or otherwise assert any defense, claim or counterclaim of any kind whatsoever except the defense of payment of the Settlement Payment, in part or in full, to an action or motion to enforce this Agreement and, subject to Section VI.C, agree to the exclusive jurisdiction and venue in the



United States District Court for the Southern District of New York for any such motion; or

3. Terminate the Agreement by declaring it null and void, move to vacate any dismissal order effected by this Agreement, to which the Defendant Parties agree to consent, and re-institute the Actions on the FDIC-R's claims as such Actions existed immediately prior to the Effective Date. The Defendant Parties further agree to waive and covenant to not plead, argue, or otherwise assert any defense, claim or counterclaim of any kind whatsoever that did not exist or was otherwise unavailable as of one (1) calendar day prior to the Effective Date, except the defense of payment of the Settlement Payment, in part or in full; and/or

4. Seek any other relief available to it in law or equity.

D. Any decision by the FDIC-R to extend the time, and any extension of time, under Section I.C.1 for delivery of the Settlement Payment or any decision by the FDIC-R to accept a portion of the Settlement Payment, and any acceptance of a portion of the Settlement Payment, shall not prejudice the FDIC-R's rights to take any of the actions set forth in Section I.C.1 through I.C.4 at any time prior to receipt of Settlement Payment (including all accrued interest) in full; provided, however, that in the event the FDIC-R terminates this Agreement by declaring it null and void, the FDIC-R will return to the Defendant Parties any and all amounts paid to the FDIC-R under this Agreement.

## **SECTION II: DISMISSAL AND DISCONTINUANCE OF THE ACTIONS**

A. In respect of the US Proceedings, within five (5) calendar days after the FDIC-R's receipt of the Settlement Payment, the FDIC-R shall file in the United States District Court for the Southern District of New York either (1) a Notice of Voluntary Dismissal with Prejudice, substantially in the form set forth in Exhibit D, as to the Defendant Parties that have not filed Answers or a Motion for Summary Judgment, or (2) a Stipulation of Dismissal with Prejudice as set forth in Exhibit E as to the Defendant Parties that have filed Answers or a Motion for Summary Judgment, in each case dismissing all claims asserted against each Defendant Party in the US Proceedings with prejudice and without costs to any Party.

B. In respect of the English Proceedings:



1. Within five (5) calendar days after the FDIC-R's receipt of the Settlement Payment, the FDIC-R shall serve on the Defendant Parties a Notice of Discontinuance of the English Proceedings as against such Defendant Parties and shall take all necessary steps, and file all necessary documentation required by law, to irrevocably discontinue the English Proceedings against such Defendant Parties and to notify them of the same. To the extent that there are Court fees involved in discontinuing the English Proceedings, such fees will be borne by the FDIC-R.

2. Within five (5) calendar days after the FDIC-R's receipt of the Settlement Payment, the FDIC-R and the Defendant Parties will consent to, and the FDIC-R will take all necessary steps to obtain, an Order in substantially the form of the draft Order in Exhibit C of this Agreement.

3. Within five (5) calendar days after the Court approves any Order substantively in the form of that in Exhibit C, the FDIC-R shall write to the court, with a copy to the Defendant Parties, notifying the court that the English Proceedings have been settled in their entirety and that the pre-trial review and trial should be vacated.

4. Each of the FDIC-R and the Defendant Parties agree that each Party bears all of its own costs (including legal fees) in respect of the English Proceedings and the discontinuance thereof. For the avoidance of doubt, this includes any outstanding liabilities (including as yet unquantified liabilities) for costs owed by any Party at the Effective Date, and each of the Parties agrees not to commence or pursue any future proceedings against the other in respect of any such costs.

### **SECTION III: RELEASES**

#### **A. The FDIC-R's Releases.**

Upon receipt of the Settlement Payment in full and except as provided in Section III.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Defendant Parties and their respective past or present parents, subsidiaries, and affiliates, and their respective current and former officers, directors, employees, members, agents, representatives, predecessors, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and

causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that (1) arise from or relate in any way to any conduct alleged or that could have been alleged in the Actions, or (2) arise from the Actions and/or the factual predicate of the Actions ("Released Claims"); provided that nothing in this provision releases the FDIC-R's claims against any non-settling defendant in the US Proceedings.

B. The Defendant Parties' Releases.

Effective simultaneously with the release granted in Section III.A. above, the Defendant Parties, on behalf of themselves and their respective successors and assigns, hereby release and discharge the FDIC-R and its respective past or present parents, subsidiaries, and affiliates, and its employees, officers, directors, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the Defendant Parties, that (1) arise from or relate in any way to any conduct alleged or that could have been alleged in, or (2) arise from the factual predicate of, the Actions.

C. Release of Unknown Claims.

Each of the FDIC-R and the Defendant Parties acknowledges that it has been advised by its attorneys concerning, and is familiar with, California Civil Code Section 1542 and, to the extent applicable, expressly waive any and all provisions, rights, and benefits conferred by California Civil Code Section 1542 or any law of any other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to the provisions of the California Civil Code Section 1542, including that provision itself, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM  
OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH  
THE DEBTOR OR RELEASED PARTY."

The Parties acknowledge that inclusion of the provisions of this Section III.C in this Agreement was a material and separately bargained-for element of this Agreement. The Parties further

acknowledge that the releases granted herein are specific releases limited to those claims released in III.A-C, not general releases.

D. Exceptions from Releases by the FDIC-R.

1. Notwithstanding any other provision of this Agreement, the FDIC-R, in any capacity, does not release, and expressly preserves fully and to the same extent as if this Agreement had not been executed, any claims or causes of action:

a. Against all non-settling defendant(s) in the US Proceedings, including specifically Credit Suisse AG and Credit Suisse International (f.k.a Credit Suisse First Boston International) (together, "Credit Suisse").<sup>1</sup>

b. Against each Defendant Party or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by that Defendant Party to the FDIC-R, the Closed Banks, other financial institutions, or any other person or entity, including without limitation any such claims acquired by the FDIC-R as successor in interest to the Closed Banks;

c. By the FDIC-R in any capacity other than as Receiver for the Closed Banks; and

d. Against any person or entity not expressly released by the FDIC-R in this Agreement.

2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement or other proceedings seeking removal, prohibition, or any other relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person or entity.

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<sup>1</sup> FDIC and Credit Suisse dispute whether FDIC has live claims against Credit Suisse International in the US Proceedings, *In re LIBOR-Based Financial Instruments Antitrust Litigation*, No. 1:11-md-2262-NRB (S.D.N.Y.), ECF No. 3501-1 at 14. Nothing in this Agreement shall be construed or interpreted as conceding that there are live claims against Credit Suisse International or limiting or waiving the defenses or rights of Credit Suisse, including as to personal jurisdiction and venue, to contest claims asserted against it in the US Proceedings.



3. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed or interpreted as waiving, or intending to waive, any claims that could be brought by the United States or any department, agency, or instrumentality thereof (other than the FDIC-R), including, but not limited to, through the United States Department of Justice or any United States Attorney's Office.

#### **SECTION IV: REPRESENTATIONS AND ACKNOWLEDGMENTS**

A. Authorized Signatories. All of the undersigned persons represent and warrant that they are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective trustees, administrators, representatives, successors and assigns.

B. Advice of Counsel. Each Party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by its counsel.

C. Assignment of Claims. The FDIC-R has not assigned any of the Closed Banks' claims, demands, or causes of action that have or could have been asserted against the Defendant Parties in the Actions.

#### **SECTION V: REASONABLE COOPERATION AND CONTINUED LITIGATION**

A. The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing, or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry of any documents necessary to conclude the Actions as between the Parties, and to otherwise perform the terms of this Agreement.

B. As part of the consideration for the dismissal of the Actions against the Defendant Parties and the release of the Released Claims, the Defendant Parties shall provide only the cooperation as set forth in the attached Exhibit B. For the avoidance of doubt, nothing in this Agreement waives the FDIC-R's right to take additional discovery in the US Proceedings against

any other party or non-party.

C. FDIC-R is aware that the Defendant Parties may be defendants in other U.S. Dollar LIBOR litigation that is also part of the multi-district litigation proceeding entitled *In re LIBOR-Based Financial Instruments Antitrust Litigation*, No. 1:11-md-2262-NRB (S.D.N.Y.), brought by another plaintiff asserting claims whose allegations and issues overlap with those asserted by FDIC-R. FDIC-R recognizes the Defendant Parties' right and need to defend themselves in such other litigation, including working with co-defendants and jointly retained experts. FDIC-R agrees that each Defendant Party may defend itself, and also join in joint defense efforts, including discovery, pleadings, arguments, experts, hearings, trial, and appeals, notwithstanding that such defense may involve pursuing arguments and other litigation methods and strategies that are contrary to the positions and interests of FDIC-R in pursuing its claims on behalf of the Closed Banks against non-settling defendants. Each Defendant Party will exclude itself from joint defense efforts that solely relate to claims (released herein as to each Defendant Party) asserted by FDIC-R.

D. The Defendant Parties are aware that FDIC-R intends to continue prosecuting the US Proceedings against non-settling defendants. The Defendant Parties recognize FDIC-R's right to do so, notwithstanding that such prosecution efforts may involve pursuing arguments and other litigation methods and strategies that are contrary to the positions and interests of the Defendant Parties with respect to allegations and issues that overlap with matters at issue in similar actions being prosecuted by other plaintiffs. For the avoidance of doubt, this Agreement, any Notice, or Stipulation of Dismissal with Prejudice of the US Proceedings, and the Notice of Discontinuance of the English Proceedings, are not intended to dismiss any claims by FDIC-R against any non-settling defendant in the US Proceedings.

#### **SECTION VI: OTHER MATTERS**

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and defenses, that this Agreement is not an admission or evidence of liability or infirmity

by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

B. Counterparts and Digital Signatures. This Agreement may be executed digitally by DocuSign or similar services which use public key cryptography or by hand, in any number of counterparts, and delivered electronically or physically, each original or electronic copy thereof will be deemed an original, and all of which when taken together constitute one and the same Agreement.

C. Choice of Law/Jurisdiction. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of New York (without giving effect to conflict of laws principles to the extent such principles may call for the application of the substantive law of another jurisdiction). For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute. All Parties hereto submit to the exclusive personal jurisdiction and venue of the United States District Court for the Southern District of New York for the sole purposes of implementing and enforcing the settlement embodied in this Agreement save that Section II.B and Section III may also be enforced by the Defendant Parties in the Court of England and Wales. Except to the limited extent provided for herein, nothing in this Agreement, nor the execution thereof, shall be deemed or construed to be an admission that any of the Defendant Parties was or is subject to personal jurisdiction or venue in the United States District Court for the Southern District of New York.

D. Notices. Any notices required hereunder shall be sent by nationally recognized overnight delivery service (e.g., FedEx or UPS), and by email, to the following:

If to the FDIC-R: James R. Martin, Zelle LLP, 1875 Pennsylvania Avenue, Suite 375, Washington, DC 20006, [b6] [jmartin@zellelaw.com](mailto:jmartin@zellelaw.com).

If to Barclays Bank plc: Ian Moulding, Clifford Chance LLP, 10 Upper Bank Street, London, E14 5JJ, [Ian.Moulding@CliffordChance.com](mailto:Ian.Moulding@CliffordChance.com) and Jonathan Carter, Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004, [b6] [carterjo@sullcrom.com](mailto:carterjo@sullcrom.com).



If to the British Bankers' Association, BBA Trent Ltd. and/or BBA Enterprises Ltd.: Barry Donnelly, Macfarlanes LLP, 20 Cursitor Street, London EC4A 1LT, [barry.donnelly@macfarlanes.com](mailto:barry.donnelly@macfarlanes.com) and Lilia Vazova, Latham & Watkins, 1271 Avenue of the Americas, New York, NY 10020, [lilia.vazova@lw.com](mailto:lilia.vazova@lw.com).

If to Coöperatieve Rabobank U.A. (formerly known as Coöperatieve Centrale Raiffeisen-Boerenleenbank BA): David R. Gelfand, Milbank LLP, 55 Hudson Yards, New York, NY 10001-2163, [dgelfand@milbank.com](mailto:dgelfand@milbank.com), and Julian Stait, Milbank LLP, 100 Liverpool Street, London, EC2M 2AT, [jstait@milbank.com](mailto:jstait@milbank.com).

If to Bank of Scotland plc, Lloyds Banking Group plc and/or Lloyds Bank plc: Whiston Bristow, Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London EC1A 2FG, [whiston.bristow@hoganlovells.com](mailto:whiston.bristow@hoganlovells.com), and Marc Gottridge, Herbert Smith Freehills Kramer New York LLP, 200 Park Avenue, 16th Floor, New York, NY 10166, [marc.gottridge@hsfkramer.com](mailto:marc.gottridge@hsfkramer.com).

If to NatWest Markets plc, (formerly known as The Royal Bank of Scotland plc) and/or NatWest Group plc (formerly known as The Royal Bank of Scotland Group plc): Kelwin Nicholls, Clifford Chance LLP, 10 Upper Bank Street, London E14 5JJ, (0)20 7006 4879, [kelwin.nicholls@cliffordchance.com](mailto:kelwin.nicholls@cliffordchance.com), and David Lesser, King & Spalding LLP, 1185 Avenue of the Americas, 34th Floor, New York, NY, 10036, +1 212 556 2261, [DLesser@KSLAW.com](mailto:DLesser@KSLAW.com).

If to UBS AG: Jefferson E. Bell, Gibson, Dunn & Crutcher LLP, 200 Park Avenue New York, NY 10166-0193, (212) 351-2395, [JBell@gibsondunn.com](mailto:JBell@gibsondunn.com), and Philip Rocher, Gibson, Dunn & Crutcher UK LLP, Telephone House, 2-4 Temple Avenue, London EC4Y 0HB, (0)20 7071 4202, [PRocher@gibsondunn.com](mailto:PRocher@gibsondunn.com).

E. Entire Agreement and Amendments. This Agreement, including Exhibits A-E, constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein and supersedes any prior agreements or understandings. This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing signed by the Parties bound thereby, or by their respective authorized attorney(s), or other representative(s).

F. Titles and Captions. All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

G. No Confidentiality. The undersigned Parties acknowledge that this Agreement shall not be confidential and will be disclosed pursuant to the Federal Deposit Insurance Corporation's applicable policies, procedures, and other legal requirements.

H. Costs. The Parties shall each bear their own legal costs in relation to the Actions, the Released Claims and this Agreement, including complying with reasonable requests pursuant to Section V.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

FEDERAL DEPOSIT INSURANCE CORPORATION AS  
RECEIVER FOR 20 CLOSED BANKS

Date: June 30 2025

By: **b6**  
Aaron Forester  
Counsel FDIC-R  
3501 N. Fairfax Drive  
Arlington, VA 22226  
Tel: 703-516-5056  
[aforester@fdic.gov](mailto:aforester@fdic.gov)

On behalf of BARCLAYS BANK PLC  
acting by their duly authorised solicitors

Date: June 30, 2025

**b6**

Ian Moulding  
Clifford Chance LLP  
10 Upper Bank Street, London, E14 5JJ  
Direct Dial: +44 (0)20 7006 8625  
[ian.moulding@cliffordchance.com](mailto:ian.moulding@cliffordchance.com)

Date: June 30, 2025

BRITISH BANKERS' ASSOCIATION, BBA TRENT  
LTD. AND BBA ENTERPRISES LTD.

By:

**b6**

Henrietta Royle  
Chief Executive Officer, British Bankers' Association  
Director, BBA Trent Ltd  
Director, BBA Enterprises Ltd

On behalf of COÖPERATIEVE RABOBANK U.A.  
(FORMERLY KNOWN AS COÖPERATIEVE  
CENTRALE RAIFFEISEN-BOERENLEENBANK BA)  
acting by their duly authorised solicitors

**b6**

Date: June 30, 2025

Julian Stait  
Milbank LLP  
100 Liverpool Street, London, EC2M 2AT  
Direct Dial: +44 (0)20 7615 3005  
Email: jstait@milbank.com



On behalf of BANK OF SCOTLAND PLC, LLOYDS  
BANKING GROUP PLC AND LLOYDS BANK PLC  
acting by their duly authorised solicitors

**b6**

Date: June 30, 2025

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG  
Email: whiston.bristow@hoganlovells.com  
Direct: +44 207 296 5935

NATWEST MARKETS PLC, (FORMERLY KNOWN AS  
THE ROYAL BANK OF SCOTLAND PLC) AND  
NATWEST GROUP PLC (FORMERLY KNOWN AS  
THE ROYAL BANK OF SCOTLAND GROUP PLC)

**b6**

Date: June 30, 2025

James M Esposito  
General Counsel, NatWest Markets PLC  
600 Washington Blvd, Stamford, CT 06901  
Email: James.Esposito@natwest.com

UBS AG

Date: June 30, 2025

**b6**

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Jake Scrivens  
Managing Director  
Global Head of Litigation

UBS AG  
5 Broadgate  
London EC2M 2QS  
jake.scrivens@ubs.com

Date: June 30, 2025

**b6**

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Karen B. Konigsberg  
Executive Director and Counsel  
Global Litigation Americas  
UBS Group AG  
11 Madison Avenue  
New York, New York 10010  
Telephone: **b6**  
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## EXHIBIT A

- (1) Amcore Bank, N.A.
- (2) AmTrust Bank
- (3) California National Bank
- (4) Colonial Bank
- (5) Corus Bank, N.A.
- (6) Guaranty Bank
- (7) Imperial Capital Bank
- (8) IndyMac Bank, F.S.B.
- (9) Integra Bank, N.A.
- (10) Lydian Private Bank
- (11) Pacific National Bank
- (12) Park National Bank
- (13) R-G Premier Bank of Puerto Rico
- (14) San Diego National Bank
- (15) Silverton Bank, N.A.
- (16) Superior Bank
- (17) United Commercial Bank
- (18) United Western Bank
- (19) Washington Mutual Bank
- (20) Westernbank Puerto Rico



## EXHIBIT B

All cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided. Each Defendant Party's cooperation obligations shall be owed only to the FDIC-R, who acts with, by or through the FDIC-R's counsel, pursuant to this Agreement, including but not limited to the FDIC-R's good faith effort to utilize documents and data already produced by the Defendant Party to reduce the burdens of cooperation when practicable. Each Defendant Party's cooperation obligations shall in all events be limited to facts and events involving U.S. Dollar LIBOR and shall not extend to other financial benchmarks. Each Defendant Party reserves all of its rights to vigorously defend itself against any claims asserted by other plaintiffs involving U.S. Dollar LIBOR, or any other, allegations.

Nothing in this Agreement shall impose on any Defendant Party an obligation to produce or provide any materials or information protected from disclosure by the work-product doctrine, the attorney-client privilege, the common interest privilege, the joint defense privilege, the bank regulatory or examination privilege, obligations under applicable data privacy or bank secrecy laws or regulations, and/or any other applicable privilege or protection, including without first complying with channeling or blocking statutes such as through a request for judicial assistance under the Hague Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters, with respect to any documents, interviews, declarations and/or affidavits, depositions, testimony, material, and/or information requested under this Agreement.

A. Any documents, declarations, affidavits, deposition testimony, and information provided to the FDIC-R pursuant to this provision shall be covered by and subject to the US Protective Order in effect in the US Proceedings (being, as at the date of this Agreement, the Amended Stipulation and Protective Order entered May 12, 2016 in the US Proceedings).

B. None of the cooperation provisions are intended to, nor do they, waive any applicable privilege or protection.

C. The information provided by any Defendant Party may be utilized by the FDIC-R or its counsel to assist in the prosecution of the US Proceedings against any non-settling defendant

related to any Released Claim and not for any other purpose whatsoever.

D. Subject to the foregoing, each Defendant Party will provide the FDIC-R the following cooperation. Nothing herein is intended to prevent the use in pre-trial, trial, or appellate proceedings in the US Proceedings of information and/or documents produced in discovery or through the cooperation provisions set forth below:

**Documents:** Within twenty (20) business days of the Effective Date, each Defendant Party shall produce to the FDIC-R, to the extent not already produced, all documents dated or created between August 9, 2007 and May 31, 2010 produced by it to other parties in any other action in the multi-district litigation proceeding entitled *In re LIBOR-Based Financial Instruments Antitrust Litigation*, No. 1:11-md-2262-NRB (S.D.N.Y.) ("U.S. Dollar LIBOR MDL"); provided, however, that, other than FDIC-R's access to borrowing data already produced by any Defendant Party, transactional data related to customers of any Defendant Party and its subsidiaries or affiliates, other than the Closed Banks, including but not limited to data and other records of transactions, communications, and agreements with such other customers, shall not be produced, accessible, or made available to FDIC-R, absent the Defendant Party's consent, or a successful motion to resolve any remaining dispute about the relevance of such data, an issue on which FDIC-R will have the burden. For any documents produced by a Defendant Party to other parties in any other action in the above-captioned U.S. Dollar LIBOR MDL after the Effective Date, such Defendant Party shall produce such documents to the FDIC-R, to the extent not already produced, within twenty (20) business days of their production. For purposes of clarity, the term "document" is defined to be synonymous in meaning and equal in scope to the usage of the term "documents or electronically stored information" in Federal Rule of Civil Procedure 34(a)(1)(A).

**Depositions:** The FDIC-R is not permitted to notice or subpoena any Defendant Party, including its current or former employees, officers or directors, or make any other request from the Defendant Party for any additional fact or company witness deposition in the U.S. Dollar LIBOR MDL.

**Authentication of Documents:** Each Defendant Party will use its reasonable best efforts to assist the FDIC-R in response to reasonable requests for authenticating documents that Defendant Party produced in the US Proceedings, including by stipulation, where the facts indicate that the documents and/or things at issue are authentic.

**Testimony at Trial:** Each Defendant Party shall make a good faith effort to comply with its obligations, if any, to make witnesses available to testify at trial in the US Proceedings pursuant to any valid trial subpoenas issued by the FDIC-R in accordance with the requirements of Rule 45 of the Federal Rules of Civil Procedure and any other applicable rules or orders.

Each Defendant Party's obligations to cooperate as set forth in this Exhibit B are continuing until and shall terminate upon the earlier of the date when final judgment has been rendered, with no remaining rights of appeal, in the FDIC-R's US Proceedings against all defendants, or, except for the provisions involving Authentication of Documents and Testimony at Trial, two years from the Effective Date, whichever is earlier.



EXHIBIT C

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
FINANCIAL LIST

FL-2017-000002

Before:

Date:

B E T W E E N :

THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR  
AMCORE BANK, NA AND FOR THE OTHER FINANCIAL INSTITUTIONS  
IDENTIFIED IN SCHEDULE 2 TO THE RE-RE-AMENDED PARTICULARS OF  
CLAIM

(incorporated under the laws of the United States of America)

Claimant

-and-

- (1) BARCLAYS BANK PLC
- (2) BANK OF SCOTLAND PLC
- (3) BBA TRENT LIMITED  
(sued in its own right, and as a representative of the British Bankers' Association)
- (4) BBA ENTERPRISES LIMITED  
(sued in its own right, and as a representative of the British Bankers' Association)
- (5) COÖPERATIEVE RABOBANK UA  
(formerly known as Coöperatieve Centrale Raiffeisen-Boerenleenbank BA)
- ~~(6) DEUTSCHE BANK AG~~
- (7) LLOYDS BANKING GROUP PLC
- (8) LLOYDS BANK PLC
- (9) NATWEST MARKETS PLC  
(formerly, The Royal Bank of Scotland PLC)
- (10) NATWEST GROUP PLC  
(formerly, The Royal Bank of Scotland Group PLC)
- (11) UBS AG

Defendants

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CONSENT ORDER BETWEEN THE CLAIMANT AND THE FIRST TO  
FIFTH AND SEVENTH TO ELEVENTH DEFENDANTS  
("DEFENDANTS")

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**UPON** the Claimant serving a Notice of Discontinuance in respect of its claims against the Defendants on [DATE] (**Notice of Discontinuance**)

**AND UPON** the Claimant's application notice dated [DATE] for an order under CPR 38.6(1) that the Claimant not be liable for the costs which the Defendants incurred on or before the date on which a notice of discontinuance was served upon the Defendants (**Application**)

**AND UPON** the Claimant and the Defendants having agreed to the terms of this Order.

**IT IS ORDERED BY CONSENT THAT:**

1. The claims against the Defendants are discontinued.
2. The Claimant shall not be liable for the costs which the Defendants incurred on or before the date on which the Notice of Discontinuance was served on the Defendants.
3. The Defendants shall not be liable for the costs which the Claimant incurred on or before the date on which the Notice of Discontinuance was served on the Defendants.
4. For the avoidance of doubt, the costs referred to in paragraphs 2 and 3 include any outstanding liabilities (including as yet unquantified liabilities) for costs owed by either the Claimant or the Defendants as at the date of this Order.
5. No orders as to costs in respect of this Application.
6. This Order shall be served by the Claimant on the Defendants.

**Service of the Order:**

The court has provided a sealed copy of this order to the serving party:

Quinn Emanuel Urquhart & Sullivan UK LLP at 90 High Holborn, London, WC1V 6LJ.

.....  
**Quinn Emanuel Urquhart & Sullivan UK LLP**

Solicitors for the Claimant

Dated:

.....  
**Clifford Chance LLP**

Solicitors for the First Defendant

.....  
**Hogan Lovells International LLP**

Solicitors for the Second, Seventh and Eighth Defendants

.....  
**Macfarlanes LLP**

Solicitors for the Third and Fourth Defendants

.....  
**Milbank LLP**

Solicitors for the Fifth Defendant

.....  
**Clifford Chance LLP**

Solicitors for the Ninth and Tenth Defendants

.....  
**Gibson, Dunn & Crutcher UK LLP**

Solicitors for the Eleventh Defendant

**EXHIBIT D**

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

IN RE LIBOR-BASED FINANCIAL INSTRUMENTS ANTITRUST LITIGATION  THIS DOCUMENT RELATES TO:	Master File No. 1:11-md-2262-NRB
FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR 20 CLOSED BANKS,  Plaintiff,  v.  BANK OF AMERICA CORPORATION, <i>et al.</i> ,  Defendants.	No. 14-cv-01757

**NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE**

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), Plaintiff the Federal Deposit Insurance Corporation, as Receiver ("FDIC-R") for Amcore Bank, N.A.; AmTrust Bank; California National Bank; Colonial Bank; Corus Bank, N.A.; Guaranty Bank; Imperial Capital Bank; IndyMac Bank, F.S.B.; Integra Bank, N.A.; Lydian Private Bank; Pacific National Bank; Park National Bank; R-G Premier Bank of Puerto Rico; San Diego National Bank; Silverton Bank, N.A.; Superior Bank; United Commercial Bank; United Western Bank; Washington Mutual Bank; and Westernbank Puerto Rico, by and through its undersigned attorneys, hereby withdraws and dismisses with prejudice all of FDIC-R's claims in the above-captioned multi-district litigation against the British Bankers' Association, BBA Trent Ltd. (formerly known as BBA LIBOR Ltd.), and BBA Enterprises Ltd.



Dated: June \_\_, 2025

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**EXHIBIT E**

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

IN RE LIBOR-BASED FINANCIAL INSTRUMENTS ANTITRUST LITIGATION  THIS DOCUMENT RELATES TO:	Master File No. 1:11-md-2262-NRB
FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR 20 CLOSED BANKS,  Plaintiff,  v.  BANK OF AMERICA CORPORATION, <i>et al.</i> ,  Defendants.	No. 14-cv-01757

**STIPULATION OF DISMISSAL WITH PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED between Plaintiff the Federal Deposit Insurance Corporation, as Receiver for 20 Closed Banks ("FDIC-R"), and Defendants Barclays Bank plc, Bank of Scotland plc, Coöperatieve Rabobank U.A. (formerly known as Coöperatieve Centrale Raiffeisen-Boerenleenbank BA), Lloyds Banking Group plc, Lloyds Bank plc, NatWest Markets plc (formerly known as The Royal Bank of Scotland plc), NatWest Group plc (formerly known as The Royal Bank of Scotland Group PLC), and UBS AG (each a "Defendant Party") that all of FDIC-R's respective claims against each Defendant Party are hereby dismissed with prejudice from the above-captioned action, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), without interest to any party and with each party to bear its own attorneys' fees and costs.

Dated: June \_\_, 2025

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*Attorneys for Defendant UBS AG*



**SO ORDERED:**

Date:

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Hon. Naomi Reice Buchwald  
United States District Judge