

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CARPENTERS PENSION TRUST FUND OF	:	Civil Action No. 1:12-cv-05329-SAS
ST. LOUIS, et al., Individually and on Behalf	:	
of All Others Similarly Situated,	:	<u>CLASS ACTION</u>
	:	
Plaintiffs,	:	STIPULATION OF SETTLEMENT
	:	
vs.	:	
	:	
BARCLAYS PLC, et al.,	:	
	:	
Defendants.	:	
	:	
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This Stipulation of Settlement dated as of November 24, 2015 (the “Stipulation”), is made and entered into by and among: (i) Class Representatives Carpenters Pension Trust Fund of St. Louis and St. Clair Shores Police & Fire Retirement System (collectively, the “Class Representatives”) (on behalf of themselves and each of the Class Members), by and through their counsel of record in the Litigation; and (ii) Defendants Barclays PLC, Barclays Bank PLC, Barclays Capital Inc. (collectively, “Barclays”), Marcus Agius, Robert Diamond, Jr. and John Varley (together with Barclays, “Defendants”), by and through their counsel of record in the Litigation.¹ The Stipulation is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims, subject to the approval of the Court and the terms and conditions set forth in this Stipulation.

I. THE LITIGATION

This is a federal securities class action on behalf of a Class. For purposes of this Settlement only, the Class is defined in §IV.1 herein. Nothing in this Stipulation shall serve in any fashion, either directly or indirectly, as evidence or support for certification of a litigation class, and the Settling Parties intend that the provisions herein concerning certification of the Class shall have no effect whatsoever in the event that the Settlement does not become Final.

A. Commencement of the Litigation and Appointment of the Class Representatives

The Litigation is pending before the Honorable Shira A. Scheindlin in the United States District Court for the Southern District of New York. An initial complaint was filed by Vladimir Gusinsky on July 10, 2012. The Class Representatives were jointly appointed lead plaintiffs on October 2, 2012. The Class Representatives filed an amended complaint on November 27, 2012. At

¹ All capitalized terms not otherwise defined shall have the meanings ascribed to them in §IV.1 herein.

the Court's direction, counsel for the Settling Parties exchanged letters regarding the amended complaint, and the Class Representatives then filed the operative Second Amended Complaint ("Complaint") on January 31, 2013.

B. The Court's Order of Dismissal and the Class Representatives' Appeal

Defendants moved to dismiss the Complaint, and the motion was fully briefed as of April 22, 2013. On May 13, 2013, Judge Scheindlin dismissed the Complaint for, among other reasons, failure to adequately allege loss causation. *See Gusinsky v. Barclays PLC*, 944 F. Supp. 2d 279, 292 (S.D.N.Y. 2013). Judge Scheindlin reasoned that, because the Class Representatives did not plead that allegedly fraudulent submissions continued after 2009 and through the purported corrective disclosure in June 2012, the Class Representatives did not adequately plead loss causation. *Id.* Judge Scheindlin explained, in pertinent part, that "[t]he notion that the market would fail to digest three years of non-fraudulent Submission Rates and other more detailed financial information, and would instead leave intact artificial inflation as a result of fraudulent Submission Rates during the financial crises is implausible and runs afoul of the Second Circuit's admonition against loss causation based on 'attenuated' connections." *Id.*

The Class Representatives appealed this ruling. On April 25, 2014, the Second Circuit vacated, in part, the dismissal and remanded for further proceedings. *See Carpenters Pension Trust Fund of St. Louis v. Barclays PLC*, 750 F.3d 227 (2d Cir. 2014).

C. Post-Appeal Litigation and Discovery

After the Litigation was remanded, Defendants renewed their motion to dismiss, this time contesting scienter. The Court denied this motion on October 20, 2014. On November 26, 2014, Defendants filed their Answer to the Complaint.

The Settling Parties attended the Fed. R. Civ. P. 16 initial conference on October 30, 2014, and, on November 10, 2014, the Court entered a scheduling order (the “Scheduling Order”) setting forth deadlines for class certification, fact discovery, and expert discovery, among other things. Thereafter, the Settling Parties engaged in extensive discovery.

On November 20, 2014, the Class Representatives served Defendants with their First Request for the Production of Documents and First Set of Interrogatories, and Defendants served the Class Representatives with their First Request for the Production of Documents and First Set of Interrogatories. On that same date, the Settling Parties also exchanged initial disclosures pursuant to Fed. R. Civ. P. 26(a)(1). On December 22, 2014, the Settling Parties each served upon the other their objections and responses to the document requests and interrogatories that had been served on November 20, 2014. Beginning on January 9, 2015, the Class Representatives and Defendants produced documents pursuant to each other’s requests.

The Class Representatives served a subpoena pursuant to Fed. R. Civ. P. 30(b)(6) upon Barclays on March 16, 2015. On May 15, 2015, and June 11, 2015, the Class Representatives deposed two representatives of Barclays who provided testimony regarding several of the topics listed in the 30(b)(6) subpoena. The Class Representatives also issued third party subpoenas in the U.S. seeking the testimony of former Barclays employees. In addition, during August and September 2015, the Class Representatives obtained Orders for Examination in the U.K. pursuant to the Hague Convention for purposes of seeking sworn testimony from 14 current and former Barclays employees allegedly located in the U.K. On September 8, 2015, Barclays served subpoenas pursuant to Fed. R. Civ. P. 30(b)(6) upon the Class Representatives and plaintiff Pompano Beach Police & Firefighters’ Retirement System.

By September 2015, the Settling Parties were seeking upwards of approximately 24 depositions and examinations to take place in the U.S. and U.K., between September 23, 2015, and the October 30, 2015 deadline for the completion of fact discovery set forth in the Scheduling Order, as amended on August 13, 2015.

D. The Class Representatives' Motion for Certification of a Litigation Class and Defendants' Petition for Appeal

On April 17, 2015, the Class Representatives moved the Court to certify the Litigation as a class action, and appoint themselves as class representatives and their counsel, Robbins Geller Rudman & Dowd LLP ("Robbins Geller"), as class counsel. Defendants opposed this motion, and also moved to exclude the Class Representatives' expert on market efficiency ("*Daubert* Motion"). The Class Representatives' class certification motion was fully briefed as of June 26, 2015, Defendants' *Daubert* Motion was fully briefed as of July 9, 2015, and the Court held an evidentiary hearing and oral argument in connection with the motions on July 15 and 16, 2015. On August 20, 2015, the Court issued its Order: (i) granting the Class Representatives' motion and certifying the Litigation as a class action, appointing the Class Representatives, and appointing Robbins Geller as class counsel; and (ii) denying Defendants' *Daubert* Motion.

On September 3, 2015, Defendants filed a petition pursuant to Fed. R. Civ. P. 23(f) seeking review of the August 20, 2015 Order granting the Class Representatives' motion for class certification. The Class Representatives opposed this petition on September 16, 2015. The petition remains pending.

E. Settlement Negotiations

In late August and September 2015, the Settling Parties discussed and met periodically in an effort to resolve the Litigation. After extended negotiations following a September 10, 2015 mediation held before the Honorable John S. Martin (Ret.), on September 17, 2015, with the continual assistance of Judge Martin, the Settling Parties executed a Memorandum of Understanding setting forth their agreement in principle to settle the Litigation (the “MOU”). Subsequently, the Settling Parties continued negotiations resulting in the terms and conditions set forth in this Stipulation.

II. CLASS REPRESENTATIVES’ CLAIMS AND THE BENEFITS OF SETTLEMENT

The Class Representatives believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims. However, the Class Representatives and their counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through trial and through appeals. The Class Representatives and their counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. The Class Representatives and their counsel also are mindful of the inherent problems of proof to prosecute, and of possible defenses to, the securities law violations asserted in the Litigation. The Class Representatives and their counsel believe that the Settlement set forth in the Stipulation confers substantial benefits upon the Class. Based on their evaluation, the Class Representatives and their counsel have determined that the Settlement set forth in the Stipulation is in the best interests of the Class Representatives and the Class.

III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied, and continue to deny, that they have committed any act or omission giving rise to any liability or violation of the law. Specifically, Defendants have denied, and continue to deny, each and all of the claims and contentions alleged by the Class Representatives in the Litigation, along with all of the charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Litigation. Defendants further have denied, and continue to deny, that the Class Representatives suffered any damage or were harmed by the conduct alleged in the Litigation. Defendants have asserted, and continue to assert, that their conduct was at all times proper and in compliance with all applicable provisions of law. In addition, Defendants maintain that they have meritorious defenses to all of the claims alleged in the Litigation.

As set forth below, neither the Settlement nor any of the terms of this Stipulation shall constitute an admission or finding of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants are entering into this Stipulation solely to eliminate the burden and expense of further litigation. Defendants have determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Class Representatives (for themselves and on behalf of the Class Members) and Defendants, by and through their respective counsel or attorneys of record, that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and

the Litigation shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the Stipulation, as follows:

1. Definitions

As used in the Stipulation and its Exhibits, the following terms shall have the meanings specified below. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1 “Authorized Claimant” means any Class Member whose claim for recovery is allowed pursuant to the terms of the Stipulation.

1.2 “Barclays” means Barclays PLC, Barclays Bank PLC, and Barclays Capital Inc.

1.3 “Claims Administrator” means the firm of Gilardi & Co. LLC.

1.4 “Class” means all Persons who purchased or otherwise acquired American Depositary Shares (“ADSs”) of Barclays PLC during the Class Period. Excluded from the Class are Defendants, members of the immediate families of each of the Individual Defendants, any person, firm, trust, corporation, officer, director, or other individual or entity in which any Defendant has a controlling interest, or which is related to or affiliated with any Defendants, and the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party. Also excluded from the Class are those Persons who are found by the Court to have timely and validly requested exclusion from the Class.

1.5 “Class Member” means any Person who falls within the definition of the Class as set forth in ¶1.4 above.

1.6 “Class Period” means the period between July 10, 2007 and June 27, 2012, inclusive.

1.7 “Class Representatives” means Carpenters Pension Trust Fund of St. Louis and St. Clair Shores Police & Fire Retirement System.

1.8 “Court” means the United States District Court for the Southern District of New York.

1.9 “Defendants” means Barclays and the Individual Defendants.

1.10 “Defendants’ Claims” means any and all claims and causes of action of every nature and description (including Unknown Claims) whether arising under federal, state, common or foreign law, that have been or could have been asserted in the Litigation or any forum by the Released Persons or any of them against the Class Representatives, the Class Members, and the Class Representatives’ counsel, including Lead Counsel, which arise out of or relate in any way to the institution, prosecution, or settlement of the Litigation. “Defendants’ Claims” do not include claims to enforce this Stipulation or any order of the Court in the Litigation.

1.11 “Effective Date,” or the date upon which this Settlement becomes “effective,” means three (3) business days after the date by which all of the events and conditions specified in ¶7.1 herein have been met and have occurred.

1.12 “Escrow Account” means the escrow account described in ¶2.1 herein.

1.13 “Escrow Agent” means the law firm of Robbins Geller Rudman & Dowd LLP or its successor.

1.14 “Fee and Expense Application” means the application(s) for an award of attorneys’ fees and expenses to the Class Representatives’ counsel described in ¶6.1 herein.

1.15 “Fee and Expense Award” means the award of attorneys’ fees and expenses to the Class Representatives’ counsel described in ¶5.2 herein.

1.16 “Final” means when the last of the following with respect to the Judgment approving the Stipulation, substantially in the form of Exhibit B attached hereto, shall occur: (i) the expiration of the time to file any motion to alter or amend the Judgment under Federal Rule of Civil Procedure

59(e) without any such motion having been filed; (ii) the expiration of the time to appeal from the Judgment without any such appeal having been filed; and (iii) if a motion to alter or amend is filed, or if an appeal is filed, immediately after the determination of that motion or appeal so that the Judgment is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal, or otherwise, and in such a manner as to permit the consummation of the Settlement substantially in accordance with the terms and conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with the approval or disapproval of this Settlement, but shall not include any appeal which concerns only the issue of the Class Representatives’ counsel’s attorneys’ fees and expenses, payments to the Class Representatives for their expenses, the Plan of Allocation of the Settlement Fund, or the procedures for determining Authorized Claimants’ recognized claims.

1.17 “Individual Defendants” means Marcus Agius, Robert Diamond, Jr., and John Varley.

1.18 “Judgment” means the Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court, substantially in the form attached hereto as Exhibit B.

1.19 “Lead Counsel” means the law firm of Robbins Geller Rudman & Dowd LLP or its successor.

1.20 “Litigation” means the action captioned *Carpenters Pension Trust Fund of St. Louis v. Barclays PLC*, Civil Action No. 1:12-cv-05329-SAS (S.D.N.Y.).

1.21 “Net Settlement Fund” means the net settlement fund described in ¶5.2 herein.

1.22 “Notice” means the notice described in ¶3.1 herein.

1.23 “Notice and Administration Expenses” means the costs and expenses described in ¶2.8 herein.

1.24 “Person” means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their respective spouses, heirs, beneficiaries, executors, administrators, predecessors, successors, representatives, or assignees.

1.25 “Plan of Allocation” means a plan or formula of allocation of the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation and neither Defendants nor their Related Parties shall have any responsibility or liability with respect thereto.

1.26 “Preliminary Approval Order” means the order described in ¶3.1 herein.

1.27 “Related Parties” means each of a Defendant’s respective former, present or future parents, subsidiaries, divisions and affiliates, and the respective employees, members, partners, principals, officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives and assigns of each of them, in their capacity as such.

1.28 “Released Claims” means any and all claims and causes of action of every nature and description (including Unknown Claims) whether arising under federal, state, common or foreign law, whether class or individual in nature, that the Class Representatives or any Class Member asserted or could have asserted in the Litigation or any forum, which arise out of or relate to both (i) Barclays’ ADSs, and (ii) any disclosures, public filings, registration statements or other statements by Barclays or any Defendant in the Litigation based upon or arising out of any facts, matters, allegations,

transactions, events, disclosures, statements, acts or omissions which have been or could have been asserted by any Class Member in the Litigation. “Released Claims” do not include claims to enforce this Stipulation.

1.29 “Released Persons” means each and all of Defendants and each and all of their Related Parties.

1.30 “Settlement” means the settlement of the Litigation as set forth in this Stipulation.

1.31 “Settlement Amount” means Fourteen Million United States Dollars (US\$14,000,000.00) in cash to be paid to the Escrow Agent pursuant to ¶2.1 of this Stipulation.

1.32 “Settlement Fund” means the Settlement Amount plus all interest and accretions thereto and which may be reduced by payments or deductions as provided herein or by Court order.

1.33 “Settlement Hearing” means the hearing required by Federal Rule of Civil Procedure 23(e), at which time the Settling Parties will request that the Court approve the fairness, reasonableness and adequacy of the proposed Settlement embodied by this Stipulation and enter the Judgment. Lead Counsel will also request that the Court approve the Plan of Allocation and the Fee and Expense Application.

1.34 “Settling Parties” means, collectively, each of Defendants and the Class Representatives on behalf of themselves and each of the Class Members.

1.35 “Supplemental Agreement” means the supplemental agreement between the Settling Parties described in ¶7.3 herein.

1.36 “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority and arising with respect to the income earned by the Settlement Fund as described in ¶2.9.

1.37 “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of taxes or the preparation of tax returns and related documents including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in ¶2.9 herein.

1.38 “Unknown Claims” means (i) any Released Claims which the Class Representatives or any Class Member do not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons, which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement or seek exclusion from the Class; and (ii) any Defendants’ Claims that any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of the Class Representatives, the Class Members and the Class Representatives’ counsel, which, if known by him, her or it might have affected his, her or its settlement with and release of the Class Representatives, the Class Members and the Class Representatives’ counsel, or might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Defendants’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Class Representatives and Defendants shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Class Representatives and Defendants shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or

principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Class Representatives, Defendants and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims or Defendants' Claims, but the Class Representatives shall expressly, fully, finally, and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, and Defendants shall expressly, fully, finally, and forever settle and release any and all Defendants' Claims, in each case known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which these releases are a part.

2. The Settlement

a. The Settlement Amount

2.1 The Settlement Amount shall be deposited into an interest-bearing escrow account ("Escrow Account") controlled by Lead Counsel serving as Escrow Agent on or before fifteen (15) calendar days after the later of: (i) the entry of the Preliminary Approval Order, as defined in ¶3.1 herein, and (ii) provision to Defendants of all information necessary to effectuate a transfer of funds,

including the bank name and ABA routing number, account name and number, and a signed W-9 reflecting the taxpayer identification number for the Settlement Fund.

2.2 Barclays shall pay the Settlement Amount on behalf of all Defendants. Such amount is paid as consideration for full and complete settlement of all the Released Claims. In the event that the entire Settlement Amount is not funded when due, the Class Representatives shall have the right to terminate the Settlement.

2.3 Other than the obligation of Barclays to pay or cause to be paid the Settlement Amount into the Settlement Fund, Defendants shall have no obligation to make any other payment into the Settlement Fund pursuant to this Stipulation.

b. The Escrow Agent

2.4 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.1 herein in United States Agency or Treasury Securities or other instruments backed by the Full Faith & Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund, and the Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

2.5 The Escrow Agent shall not disburse the Settlement Fund except as provided in the Stipulation, by an order of the Court, or with the written agreement of counsel for Defendants.

2.6 Subject to further order(s) and/or directions as may be made by the Court, or as provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are

consistent with the terms of the Stipulation. The Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

2.7 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to the Stipulation and/or further order(s) of the Court.

2.8 Without further order of the Court, the Settlement Fund may be used by the Escrow Agent to pay reasonable costs and expenses actually incurred in connection with providing notice to the Class, locating Class Members, soliciting Class claims, assisting with the submission of Class claims, processing Proofs of Claim and Releases, administering and distributing the Net Settlement Fund to Authorized Claimants, paying Taxes and Tax Expenses, and paying escrow fees and costs, if any (“Notice and Administration Expenses”). The Released Persons shall have no responsibility for or liability whatsoever with respect to the Notice and Administration Expenses, nor shall they have any responsibility for or liability whatsoever for any claims with respect thereto. Notwithstanding the foregoing, Barclays shall be responsible for the costs and expenses of providing to Lead Counsel and/or the Claims Administrator pertinent transfer records for purposes of mailing notice to the Class.

c. Taxes

2.9 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶2.9, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the

procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶2.9(a) herein) shall be consistent with this ¶2.9 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.9(c) herein.

(c) All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Persons or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this ¶2.9 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶2.9 (“Tax Expenses”), shall be paid out of the Settlement Fund; in all events the Released Persons and their counsel shall have no responsibility or liability whatsoever for Taxes or Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Persons and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by

reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Released Persons nor their counsel are responsible nor shall they have any liability for any Taxes or Tax Expenses. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶2.9.

d. Termination of Settlement

2.10 In the event that the Stipulation is not approved, the Stipulation is terminated or canceled, or the Effective Date otherwise fails for any reason to occur, the Settlement Fund less Notice and Administration Expenses or Taxes or Tax Expenses paid, incurred, or due and owing in connection with the Settlement provided for herein, shall be refunded pursuant to written instructions from counsel for Defendants in accordance with ¶7.4(a) herein.

3. Preliminary Approval Order and Settlement Hearing

3.1 Promptly after execution of the Stipulation, the Class Representatives shall submit the Stipulation together with its Exhibits to the Court and shall apply for entry of an order (the “Preliminary Approval Order”), substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement set forth in the Stipulation, certification of the Class for settlement purposes, and approval for the mailing of a settlement notice (the “Notice”) and publication of a summary notice, substantially in the forms of Exhibits A-1 and A-3 attached hereto.

The Notice shall include the general terms of the Settlement set forth in the Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, as defined in ¶6.1 herein, and the date of the Settlement Hearing, as defined below.

3.2 Lead Counsel shall request that after notice is given, the Court hold a hearing (the “Settlement Hearing”) and finally approve the Settlement of the Litigation as set forth herein. At or after the Settlement Hearing, Lead Counsel also will request that the Court approve the proposed Plan of Allocation, the Fee and Expense Application, and the Class Representatives’ request for payment of time and for their expenses, if any.

4. Releases

4.1 Upon the Effective Date, the Class Representatives shall, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons, whether or not such Class Member executes and delivers a Proof of Claim and Release or shares in the Settlement Fund. Claims to enforce the terms of this Stipulation are not released.

4.2 The Proof of Claim and Release to be executed by Class Members shall release all Released Claims against the Released Persons and shall be substantially in the form contained in Exhibit A-2 attached hereto.

4.3 Upon the Effective Date, all Class Members, and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting the Released Claims against any of the Released Persons.

4.4 Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Class Representatives, each and all of the Class Members, and Class Representatives' counsel, including Lead Counsel, from all Defendants' Claims. Claims to enforce the terms of this Stipulation or any order of the Court in the Litigation are not released.

5. Administration and Calculation of Claims, Final Awards and Supervision and Distribution of the Settlement Fund

5.1 The Claims Administrator, subject to such supervision and direction of the Court as may be necessary or as circumstances may require, shall administer and calculate the claims submitted by Class Members and shall oversee distribution of the Net Settlement Fund (defined below) to Authorized Claimants.

5.2 The Settlement Fund shall be applied as follows:

(a) To pay all the Notice and Administration Expenses described in ¶2.8 herein;

(b) To pay the Taxes and Tax Expenses described in ¶2.9 herein;

(c) To pay attorneys' fees and expenses of counsel for the Class Representatives (the "Fee and Expense Award"), and to pay the Class Representatives for their time and expenses, if and to the extent allowed by the Court; and

(d) After the Effective Date, to distribute the balance of the Settlement Fund (the "Net Settlement Fund") to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

5.3 After the Effective Date, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following:

(a) Each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim and Release, substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and Release.

(b) All Proofs of Claim and Releases must be submitted within ninety (90) calendar days after the mailing of the Notice or such other time as may be set by the Court. Except as otherwise ordered by the Court, all Class Members who fail to timely submit a valid Proof of Claim and Release within such period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but shall in all other respects be subject to and bound by the provisions of the Stipulation and the Settlement, including the terms of the Judgment and the releases provided for therein and herein, and will be barred and enjoined from bringing any action against the Released Persons concerning the Released Claims. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not an obligation) to accept late-submitted claims for processing by the Claims Administrator so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. Lead Counsel shall have no liability for not accepting late-submitted claims.

5.4 Persons who otherwise would be Class Members but desire to be excluded from the Settlement shall be required to provide a written statement that the Person wishes to be excluded from the Class for receipt by the Claims Administrator within sixty (60) calendar days after the mailing of the Notice or such other time as may be set by the Court. Unless otherwise ordered by the Court, any Person who is a Class Member and who does not submit a timely and valid request for exclusion from the Class shall be bound by this Stipulation. Copies of all requests for exclusion

received, and copies of all written revocations of requests for exclusion received, shall be sent to counsel for Defendants and to Lead Counsel within a reasonable time of receipt by the Claims Administrator and in any event not less than fourteen (14) calendar days prior to the Settlement Hearing.

5.5 The Net Settlement Fund shall be distributed to the Authorized Claimants substantially in accordance with the Plan of Allocation set forth in the Notice and approved by the Court. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible, reallocate (which reallocation may occur on multiple occasions) such balance among Authorized Claimants in an equitable and economic fashion. Thereafter, any *de minimis* balance which still remains in the Net Settlement Fund shall be donated to an appropriate non-profit organization selected by Lead Counsel. This is not a claims-made settlement. There will be no reversion to Defendants.

5.6 Except for Barclays' obligation to pay or cause payment of the Settlement Amount into the Settlement Fund as set forth herein, Defendants and their Related Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the investment or distribution of the Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of Class claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person shall have any claim of any kind against Defendants, their Related Parties, or counsel for Defendants with respect to the matters set forth in §§5.1-5.8 herein; and the Class Members, Class Representatives, and Class Representatives' counsel, including Lead Counsel, release Defendants and their Related Parties from any and all liability and claims arising from or with respect to the administration, investment or distribution of the Settlement Fund.

5.7 No Person shall have any claim against Defendants or their Related Parties, counsel for Defendants, the Class Representatives, Lead Counsel, the Claims Administrator or any other Person designated by Lead Counsel based on determinations or distributions made substantially in accordance with the Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

5.8 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement of the Litigation set forth therein.

6. The Class Representatives' Counsel's Attorneys' Fees and Expenses

6.1 Lead Counsel may submit an application or applications (the "Fee and Expense Application") to the Court for distributions from the Settlement Fund for: (i) an award of attorneys' fees; plus (ii) expenses or charges in connection with prosecuting the Litigation; plus (iii) any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court. The Class Representatives may also submit an application for an award for their time and expenses in connection with the prosecution of the Litigation. Lead Counsel reserve the right to make additional applications for fees and expenses incurred.

6.2 The attorneys' fees and expenses, as awarded by the Court, shall be paid to Lead Counsel from the Settlement Fund, as ordered, immediately after the Court executes an order

awarding such fees and expenses, notwithstanding the existence of any objections thereto or potential for appeal therefrom. Lead Counsel may thereafter allocate the attorneys' fees among Class Representatives' other counsel, if any, in a manner in which they in good faith believe reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Litigation.

6.3 In the event that the Effective Date fails for any reason to occur, or the Judgment or the order making the Fee and Expense Award is reversed or modified, or the Stipulation is canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes final and not subject to review, and in the event that the Fee and Expense Award has been paid to any extent, then Lead Counsel, and such other Class Representatives' counsel who have received any portion of the Fee and Expense Award, shall, within fifteen (15) calendar days from receiving notice from Defendants' counsel or from a court of appropriate jurisdiction, be severally and jointly obligated to refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund, plus interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal, modification, cancellation or termination. Each such Class Representatives' counsel's law firm receiving fees and expenses, as a condition of receiving such fees and expenses, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

6.4 The procedure for and the allowance or disallowance by the Court of any applications by any Class Representatives' counsel for attorneys' fees and expenses, or the time and expenses of the Class Representatives, to be paid out of the Settlement Fund, are not part of the Settlement set forth in the Stipulation, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement set forth in the

Stipulation, and any order or proceeding relating to the Fee and Expense Application, or the Class Representatives' time and expense application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement of the Litigation set forth therein.

6.5 Any fees and/or expenses awarded by the Court shall be paid solely from the Settlement Fund. Defendants and their Related Parties shall have no responsibility for any payment of attorneys' fees and/or expenses to Lead Counsel, Class Representatives' other counsel, the Class Representatives, or any other counsel or Person who receives payment from the Settlement Fund.

6.6 Defendants and their Related Parties shall have no responsibility or liability whatsoever for the allocation among Lead Counsel, Class Representatives' other counsel, or any other counsel or Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Litigation.

7. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

7.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all of the following events:

(a) The Court has entered the Preliminary Approval Order, as required by ¶3.1 herein;

(b) The Settlement Amount has been deposited into the Escrow Account;

(c) Defendants have not exercised their option to terminate the Stipulation pursuant to ¶7.3 herein;

(d) The Court has entered the Judgment, or a judgment substantially in the form of Exhibit B attached hereto; and

(e) The Judgment has become Final, as defined in ¶1.16 herein.

7.2 Upon the Effective Date, any and all remaining interest or right of Defendants or Defendants' insurers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If all of the conditions specified in ¶7.1 herein are not met, then the Stipulation shall be canceled and terminated subject to ¶7.4 herein, unless Lead Counsel and counsel for Defendants mutually agree in writing to proceed with the Settlement.

7.3 Defendants shall have the unilateral right to terminate the Settlement in the event that Class Members who or which, pursuant to timely and valid requests for exclusion from the Class, meet the conditions set forth in a confidential supplemental agreement ("Supplemental Agreement") between the Settling Parties. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein, to the extent necessary, or as otherwise provided in the Supplemental Agreement), unless and until the Court otherwise directs or a dispute arises between the Settling Parties concerning its interpretation or application. If submission of the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the Court, the Settling Parties will undertake to have the Supplemental Agreement submitted to the Court *in camera* or filed under seal.

7.4 In the event that the Stipulation is not approved, the Stipulation is terminated or canceled, or the Effective Date otherwise fails for any reason to occur, then:

(a) Within fifteen (15) calendar days after written notification of such event is sent by counsel for Defendants or Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest), less any expenses which have either been disbursed pursuant to ¶¶2.8 or 2.9 herein, or are chargeable to the Settlement Fund pursuant to ¶¶2.8 or 2.9 herein, shall be

refunded by the Escrow Agent to Barclays pursuant to written instructions from Defendants' counsel. The Escrow Agent or its designee shall apply for any tax refund owed to the Settlement Fund and pay the proceeds to Barclays, after deduction of any fees or expenses incurred in connection with such application(s) for refund, pursuant to written instructions from Defendants' counsel;

(b) Neither the Class Representatives nor any of their counsel shall have any obligation to repay any amounts disbursed pursuant to ¶¶2.8 or 2.9 herein, and any expenses already incurred pursuant to ¶¶2.8 or 2.9 herein, but which have not been paid, shall be paid by the Escrow Agent in accordance with the terms of the Stipulation prior to the balance being refunded in accordance with ¶¶2.10 and 7.4(a) herein;

(c) The Settling Parties shall revert to their respective positions in the Litigation as of September 17, 2015; and

(d) The terms and provisions of the Stipulation, with the exception of this ¶7.4(d) and ¶¶1.1-1.38, 2.8-2.10, 6.3, and 8.3-8.6 herein, shall have no further force and effect with respect to the Settling Parties and shall not be enforceable, or used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*. No order of the Court, or modification or reversal on appeal of any order of the Court, concerning the Plan of Allocation, or the amount of any attorneys' fees, expenses, and interest awarded by the Court to any of the Class Representatives' counsel or the Class Representatives, shall operate to terminate or cancel this Stipulation or constitute grounds for cancellation or termination of this Stipulation.

8. Miscellaneous Provisions

8.1 The Settling Parties: (i) acknowledge that it is their intent to consummate this Stipulation; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation.

8.2 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims which are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Class Representatives and Defendants agree that all counsel have complied with Federal Rule of Civil Procedure 11. The Judgment will contain a finding that, during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made by any of the Settling Parties in any public forum regarding the Litigation, including that the Litigation was brought or defended in bad faith or without a reasonable basis.

8.3 Neither this Stipulation nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Defendants or their respective Related Parties; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of

Defendants or their respective Related Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) is or may be deemed to be or may be used as an admission, or evidence, that any claim asserted by the Class Representatives was not valid in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Defendants and/or their respective Related Parties may file this Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

8.4 To the extent that Defendants determine to provide notice under the provisions of the Class Action Fairness Act of 2005, 28 U.S.C. §1715, Defendants alone shall bear that expense, as well as the responsibility of providing such notice.

8.5 Except as otherwise provided for herein, all agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Stipulation.

8.6 All of the Exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

8.7 The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

8.8 The Stipulation, the Exhibits attached hereto, and the Supplemental Agreement constitute the entire agreement among the Settling Parties hereto. No representations, warranties or inducements have been made to any party concerning the Stipulation, its Exhibits, or the Supplemental Agreement other than the representations, warranties, and covenants contained and memorialized in such documents.

8.9 Except as otherwise provided for herein, each Settling Party shall bear his, her, or its own costs.

8.10 Lead Counsel, on behalf of the Class, are expressly authorized by the Class Representatives to take all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Class which they deem appropriate.

8.11 Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

8.12 The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or e-mail shall be deemed originals.

8.13 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

8.14 The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver by any other party or a waiver of any other prior or subsequent breach of this Stipulation.

8.15 The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties hereto.

8.16 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation and matters related to the Settlement.

8.17 Pending approval of the Court of the Stipulation and its Exhibits, other than by agreement of the Settling Parties, all proceedings in this Litigation shall be stayed and the Class Representatives and all Class Members shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Persons.

8.18 This Stipulation, the Exhibits attached hereto, and the Supplemental Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of New York, and the rights and obligations of the Settling Parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New York without giving effect to that State's choice-of-law principles.

8.19 This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties, and the Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, dated November 24, 2015.

ROBBINS GELLER RUDMAN
& DOWD LLP
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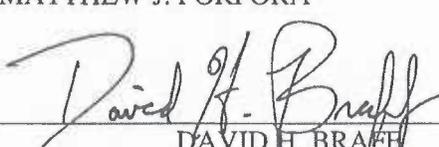
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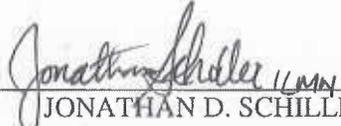
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Counsel for Robert Diamond, Jr.

CERTIFICATE OF SERVICE

I hereby certify that on November 24, 2015, I caused the foregoing Stipulation of Settlement to be served electronically on all ECF participants.

s/ David A. Rosenfeld

DAVID A. ROSENFELD

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CARPENTERS PENSION TRUST FUND OF	:	Civil Action No. 1:12-cv-05329-SAS
ST. LOUIS, et al., Individually and on Behalf	:	
of All Others Similarly Situated,	:	<u>CLASS ACTION</u>
	:	
Plaintiffs,	:	[PROPOSED] ORDER PRELIMINARILY
	:	APPROVING SETTLEMENT AND
vs.	:	PROVIDING FOR NOTICE
	:	
BARCLAYS PLC, et al.,	:	EXHIBIT A
	:	
Defendants.	:	

WHEREAS, an action is pending before this Court entitled *Carpenters Pension Trust Fund of St. Louis v. Barclays PLC*, Civil Action No. 1:12-cv-05329-SAS (S.D.N.Y.) (the “Litigation”);

WHEREAS, by Order dated August 20, 2015, the Court certified a plaintiff class in the Litigation, which the parties have agreed shall include all Persons who purchased or otherwise acquired American Depositary Shares (“ADS”) of Barclays PLC between July 10, 2007 and June 27, 2012, inclusive (the “Class Period”) (the “Class”);¹

WHEREAS, Class Representatives Carpenters Pension Trust Fund of St. Louis and St. Clair Shores Police & Fire Retirement System (collectively, the “Class Representatives”), on behalf of themselves and each of the Class Members, and Defendants Barclays PLC, Barclays Bank PLC, Barclays Capital Inc. (collectively, “Barclays”), Marcus Agius, Robert Diamond, Jr. and John Varley (collectively, the “Individual Defendants” and, together with Barclays, “Defendants”) having determined to settle the Litigation;

WHEREAS, the Class Representatives having made an application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Litigation, in accordance with a Stipulation of Settlement dated as of November 24, 2015 (the “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth therein;

¹ Excluded from the Class are Defendants, members of the immediate families of each of the Individual Defendants, any person, firm, trust, corporation, officer, director, or other individual or entity in which any Defendant has a controlling interest, or which is related to or affiliated with any of Defendants, and the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party. Also excluded from the Class are any Persons who are found by the Court to have timely and validly requested exclusion from the Class.

WHEREAS, the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all capitalized terms used herein have the same meanings as set forth in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Stipulation and does hereby preliminarily approve the Settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

2. A hearing (the “Settlement Hearing”) shall be held before this Court on _____, 2016, at ____ .m. [a date that is at least 90 calendar days from the date of this Order], at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 15C, New York, NY 10007-1312, to determine: (i) whether the proposed Settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and should be approved by the Court; (ii) whether a Judgment as provided in ¶1.18 of the Stipulation should be entered; (iii) whether the proposed Plan of Allocation is fair, reasonable, and adequate to the Class and should be approved; (iv) the amount of fees and expenses that should be awarded to Lead Counsel; and (v) the amount of expenses that should be awarded to the Class Representatives. The Court may adjourn the Settlement Hearing without further notice to the Members of the Class.

3. The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice substantially in the

manner and form set forth in ¶5 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

4. All fees, costs, and expenses incurred in identifying and notifying Class Members shall be paid from the Settlement Fund as set forth in the Stipulation, and in no event shall any of the Released Persons bear any responsibility for such fees, costs, or expenses. Notwithstanding the foregoing, Barclays shall be responsible for the costs and expenses of providing to Lead Counsel and/or the Claims Administrator (defined below) pertinent transfer records for purposes of mailing notice to the Class.

5. The firm of Gilardi & Co. LLC (“Claims Administrator”) is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Not later than _____, 2015 [fifteen (15) calendar days after the Court signs and enters this Order] (the “Notice Date”), the Claims Administrator shall commence mailing the Notice and the Proof of Claim, substantially in the forms annexed hereto, by First-Class Mail to all potential Class Members who or which can be identified with reasonable effort, and to be posted on its website at www.barclayssecuritieslitigation.com;

(b) Not later than fourteen (14) calendar days after the Notice Date, the Claims Administrator shall cause the Summary Notice to be published once in the national edition of *Investor’s Business Daily* and once over the *PR Newswire*; and

(c) At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall serve on Defendants’ counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

6. Nominees who purchased or otherwise acquired Barclays ADS for the beneficial ownership of Class Members during the Class Period shall send the Notice and the Proof of Claim to all such beneficial owners of Barclays ADS within ten (10) calendar days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim to such beneficial owners. Lead Counsel shall, if requested, reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners who are Class Members out of the Settlement Fund, which expenses would not have been incurred except for the sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation.

7. All Class Members shall be bound by all determinations and judgments in the Litigation concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable to the Class, regardless of whether such Class Members submit Proofs of Claim or otherwise seek or obtain by any means any distribution from the Net Settlement Fund.

8. Class Members who wish to participate in the Settlement shall complete and submit Proofs of Claim in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim must be postmarked or submitted electronically no later than ninety (90) calendar days from the Notice Date. Any Class Member who does not timely submit a Proof of Claim within the time provided for, shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court, but shall nevertheless be bound by the provisions of the Stipulation, the releases contained therein, and the Judgment.

Notwithstanding the foregoing, Lead Counsel may, in their discretion, accept late-submitted claims for processing by the Claims Administrator so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby.

9. Any Class Member who or which does not request exclusion from the Class may enter an appearance in the Litigation, at his, her or its own expense, individually or through counsel of his, her or its own choice. Any Class Members who or which does not enter an appearance will be represented by Lead Counsel.

10. Any Person falling within the definition of the Class may, upon request, be excluded or “opt out” from the Class. Any such Person must submit to the Claims Administrator a request for exclusion (“Request for Exclusion”), by First-Class Mail, or hand-delivered such that it is postmarked no later than _____, 2016 [sixty (60) calendar days after the Notice Date]. A Request for Exclusion must be signed and state: (i) the name, address, and telephone number of the Person requesting exclusion; (ii) the Person’s purchases, acquisitions, and sales of Barclays ADS between July 10, 2007 and June 27, 2012, inclusive, including the dates, the number of ADS of Barclays purchased, acquired or sold, and price paid or received for each such purchase, acquisition or sale; and (iii) that the Person wishes to be excluded from the Class. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or any final judgment. Unless otherwise ordered by the Court, any Person falling within the definition of the Class who fails to timely request exclusion from the Class in compliance with this paragraph shall be deemed to have waived his, her, or its right to be excluded from the Class, and shall be barred from requesting exclusion from the Class in this or any other proceeding.

11. Lead Counsel shall cause to be provided to Defendants' counsel copies of all Requests for Exclusion, and any written revocation of Requests for Exclusion, promptly upon receipt and as expeditiously as possible, and in any event not less than fourteen (14) calendar days prior to the Settlement Hearing.

12. Any Class Member may file a written objection to the proposed Settlement and show cause, if he, she, or it has any cause, why the proposed Settlement of the Litigation should or should not be approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why attorneys' fees and expenses should or should not be awarded to counsel for the Class Representatives, or why the expenses of Class Representatives should or should not be awarded; provided, however, that no Class Member or any other Person shall be heard or entitled to contest such matters, unless that Person has delivered by hand or sent by First-Class Mail written objections and copies of any papers and briefs such that they are sent to Robbins Geller Rudman & Dowd LLP, David Rosenfeld, 58 South Service Road, Suite 200, Melville, NY 11747; and Sullivan & Cromwell LLP, Matthew J. Porpora, 125 Broad Street, New York, NY 10004, postmarked or hand-delivered on or before _____, 2016 [sixty (60) calendar days after the Notice Date], and said objections, papers, and briefs are sent to the Clerk of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312, postmarked on or before _____, 2016 [sixty (60) calendar days after the Notice Date]. Any Class Member who or which does not make his, her or its objection in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award of attorneys' fees

and expenses to counsel for the Class Representatives or expenses of Class Representatives, unless otherwise ordered by the Court. Attendance at the Settlement Hearing is not necessary. However, Persons wishing to be heard orally in opposition to approval of the Settlement, the Plan of Allocation, the award of attorneys' fees and expenses to counsel for the Class Representatives, and/or the award of expenses of the Class Representatives are required to indicate in their written objection their intention to appear at the Settlement Hearing. Class Members do not need to appear at the Settlement Hearing or take any action if they do not oppose any aspect of the Settlement.

13. Any objections, filings, and other submissions by the objecting Class Member must: (i) state the name, address, and telephone number of the Person objecting and must be signed by the objector; (ii) contain a statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention; and (iii) include documents sufficient to prove membership in the Class, including the objecting Class Member's purchases, acquisitions, and sales of Barclays ADS during the Class Period, including the dates, the number of Barclays ADS purchased, acquired, or sold, and price paid or received for each such purchase, acquisition, or sale.

14. Lead Counsel and Defendants' counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

15. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to the Stipulation and/or further order(s) of the Court.

16. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any application by counsel for the Class Representatives for attorneys' fees and expenses or by the Class Representatives for their expenses shall be filed and served by

_____, 2016 [fourteen (14) calendar days prior to the deadline for objections in ¶12]. Replies to any objections shall be filed and served by _____, 2016 [fourteen (14) calendar days before the Settlement Hearing].

17. Neither Defendants and their Related Parties nor Defendants' counsel shall have any responsibility for the Plan of Allocation or any application by counsel for the Class Representatives for attorneys' fees or expenses or the Class Representatives for their expenses, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

18. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment of expenses should be approved.

19. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither the Class Representatives nor any of their counsel shall have any obligation to repay any amounts actually and properly incurred or disbursed pursuant to ¶¶2.8 or 2.9 of the Stipulation.

20. Neither this Order, nor the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed or offered as an admission or concession by Defendants as to the validity of any claims or as to the truth of any of the allegations in the Litigation, or in respect of any liability, fault, or wrongdoing of any kind.

21. The Court reserves the right to adjourn the date of the Settlement Hearing without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further

notice to the Class. The Court reserves the right to enter the Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation, any application by counsel for the Class Representatives for an award of attorneys' fees and expenses, or any application by the Class Representatives for their expenses.

22. If the Stipulation and the Settlement set forth therein are not approved or consummated for any reason whatsoever, this Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of the Settling Parties *status quo ante*.

23. Unless otherwise ordered by the Court, all proceedings in the Litigation are stayed, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation or other agreement of the Settling Parties. Pending final determination of whether the proposed Settlement should be approved, neither the Class Representatives nor any Class Member, either directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the Released Persons any action or proceeding in any court or tribunal asserting any of the Released Claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE SHIRA A. SCHEINDLIN
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CARPENTERS PENSION TRUST FUND OF	:	Civil Action No. 1:12-cv-05329-SAS
ST. LOUIS, et al., Individually and on Behalf	:	
of All Others Similarly Situated,	:	<u>CLASS ACTION</u>
	:	
Plaintiffs,	:	NOTICE OF PROPOSED SETTLEMENT OF
	:	CLASS ACTION
vs.	:	
	:	EXHIBIT A-1
BARCLAYS PLC, et al.,	:	
	:	
Defendants.	:	

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED AMERICAN DEPOSITARY SHARES (“ADS”) OF BARCLAYS PLC (“BARCLAYS”) DURING THE PERIOD BETWEEN JULY 10, 2007 AND JUNE 27, 2012, INCLUSIVE (“CLASS PERIOD”), YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT. CERTAIN PERSONS ARE EXCLUDED FROM THE DEFINITION OF THE CLASS AS SET FORTH BELOW.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- **Security and Time Period:** You are a Class Member if you purchased or otherwise acquired Barclays ADS during the Class Period and you are not excluded from the Class.¹ The exclusions from the Class are described below in response to Question 6.
- **Settlement Fund:** \$14,000,000 in cash plus any interest earned. If you are a Class Member, your recovery will depend on the timing of your purchases, acquisitions, and sales of Barclays ADS during the Class Period, and on any Barclays ADS that you held at the beginning of the Class Period. Based on the information currently available to the Class Representatives and the analysis performed by their damages consultants, it is estimated that if Class Members submit claims for 100% of the eligible Barclays ADS for distribution under the Plan of Allocation (described below), the estimated average distribution per ADS will be approximately \$0.21 before deduction of Court-approved fees and expenses, including the cost of notifying Class Members and settlement administration and any attorneys’ fees and expenses awarded by the Court to counsel for the Class Representatives and the Class Representatives. Historically, actual claims rates are less than 100%, which result in higher distributions per share. A Class Member’s actual recovery will be a proportion of the Net Settlement Fund determined by that claimant’s recognized claim as compared to the total recognized claims of all Class Members who submit valid Proof of Claim and Release forms (“Proof of Claim”).
- **Reasons for Settlement:** Avoids the costs and risks associated with continued litigation, including the danger of no recovery.
- **If the Case Had Not Settled:** Continuing with the case could have resulted in a loss at summary judgment, trial or any subsequently filed appeal. The two sides vigorously disagree on both liability and the amount of money that could have been recoverable if the Class Representatives prevailed at trial. The parties disagree about, among other things: (1) whether Defendants knew the alleged false statements were false when made; (2) the method for determining whether the price of Barclays ADS was artificially inflated during the relevant period; (3) whether there was any such inflation and the amount of any such alleged inflation; (4) that there was any wrongdoing on the part of Defendants; (5) the extent that various facts alleged by the Class Representatives influenced the trading price of

¹ This Notice incorporates by reference the definitions in the Stipulation of Settlement dated as of November 24, 2015 (“Stipulation”), and all capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation. The Stipulation can be accessed at www.barclayssecuritieslitigation.com.

Barclays ADS during the Class Period; and (6) whether the facts alleged were material, false, misleading or otherwise actionable under the federal securities laws.

- Attorneys’ Fees and Expenses:** Court-approved Lead Counsel will ask the Court for attorneys’ fees of 30% of the Settlement Fund and expenses not to exceed \$1.2 million, to be paid from the Settlement Fund plus interest. The Class Representatives’ counsel have not received any payment for their work since the case began, investigating the facts, prosecuting this Litigation, and negotiating this Settlement on behalf of the Class Representatives and the Class. The Class Representatives may each seek up to \$10,000 in time and expenses in representing the Class. If the above amounts are requested and approved by the Court, the average cost per ADS will be approximately \$0.08.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Proof of Claim and Release Form	The only way to get a payment.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	Get no payment. Give up your rights.
Exclude Yourself	Get no payment. This is the only option that allows you to ever bring a lawsuit against Defendants or their Related Parties concerning the legal claims at issue in this case.
Object	Write to the Court about why you do not like the Settlement.

- The following **deadlines** apply to your rights and options in this Litigation:

Submit Claim: _____, 2016
 Request Exclusion: _____, 2016
 File Objection: _____, 2016
 Court Hearing on Fairness of Settlement: _____, 2016

- The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after appeals are resolved. Please be patient.

More information:

Barclays Securities Litigation
 Claims Administrator
 c/o Gilardi & Co. LLC
 P.O. Box 8040
 San Rafael, CA 94912-8040
 1-844-535-0113
www.barclayssecuritieslitigation.com

Rick Nelson
 Shareholder Relations
 Robbins Geller Rudman & Dowd LLP
 655 West Broadway, Suite 1900
 San Diego, CA 92101
 1-800-449-4900

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BASIC INFORMATION

1. Why did I receive this notice package?

You may have purchased or otherwise acquired ADS of Barclays between July 10, 2007 and June 27, 2012, inclusive.

The Court directed that this Notice be sent to you because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement.

If the Court approves the Settlement, and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them and how to get them.

The Court in charge of the case is the United States District Court for the Southern District of New York (the "Court"), and the case is known as *Carpenters Pension Trust Fund of St. Louis v. Barclays PLC*, Civil Action No. 1:12-cv-05329-SAS (S.D.N.Y.).

2. What is this lawsuit about?

The Class Representatives' allegations pertain to conduct relating to Barclays' London Interbank Offered Rate ("LIBOR") submissions. LIBOR rates serve as benchmark interest rates for financial transactions all over the world. The published LIBOR rates for several currencies and borrowing periods have been calculated daily based on daily submissions made by designated panels of banks, including Barclays.

The Class Representatives allege that, during the Class Period, Defendants made false and misleading statements regarding, among other things, U.S. Dollar LIBOR submissions, that attempted to influence the market's perception of Barclays' financial health and liquidity. The complaint was brought on behalf of a proposed class consisting of all persons and entities that purchased Barclays ADS during the Class Period.

The Class Period ends on June 27, 2012, when Barclays issued a press release announcing that it had entered into settlement agreements with each of the United Kingdom's Financial Services Authority, the U.S. Commodity Futures Trading Commission, and the U.S. Department of Justice, in connection with those authorities' investigations into Barclays' conduct relating to LIBOR and other benchmark interest rate submissions.

All Defendants deny each and all of the claims and contentions of wrongdoing alleged by the Class Representatives in the Litigation. Defendants also contend that any losses suffered by Class Members were not caused by any false or misleading statements by Defendants. Defendants also maintain that they have meritorious defenses to all claims that were raised or could have been raised in the Litigation.

The parties have engaged in extensive motion practice and discovery, and on September 10, 2015, attended a mediation session before the Honorable John S. Martin (Ret.), a retired United States District Court Judge. With the continued assistance of Judge Martin following that mediation, and after arm's-length negotiations, the parties reached an agreement in principle to settle the Litigation.

3. Why is this a class action?

In a class action, one or more people called plaintiffs (in this case Carpenters Pension Trust Fund of St. Louis and St. Clair Shores Police & Fire Retirement System, who were appointed by the Court as the Class Representatives) sue on behalf of people who have similar claims. Here, all these people are called the Class or Class Members. One court resolves the issues for all Class Members, except for those who timely and validly exclude themselves from the Class.

4. Why is there a Settlement?

There has not been a final resolution of this Litigation in favor of the Class Representatives or Defendants. Instead, all parties agreed to the Settlement with the assistance of the Honorable John S. Martin (Ret.), an experienced and highly respected mediator of complex actions like this. By agreeing to the Settlement, the parties avoid the cost and uncertainty of further litigation, including a trial (and any further appeals), and allow eligible Class Members who submit valid claims to receive a payment. Defendants have denied the claims asserted against them in the Litigation and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. The Class Representatives and their attorneys believe the Settlement is in the best interests of the Class.

WHO IS IN THE SETTLEMENT?

To see if you will receive money from this Settlement, you first have to determine if you are a Class Member.

5. How do I know if I am part of the Settlement?

The Class includes all Persons who purchased or otherwise acquired ADS of Barclays between July 10, 2007 and June 27, 2012, inclusive, except those Persons and entities that are excluded, as described below.

6. What are the exceptions to being included?

Class Members do not include Defendants, members of the immediate families of each of the Individual Defendants, any person, firm, trust, corporation, officer, director, or other individual or entity in which any Defendant has a controlling interest, or which is related to or affiliated with any of Defendants, and the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party. You are also not a Class Member if you timely and validly request exclusion from the Class pursuant to this Notice.

7. I'm still not sure if I am included.

If you are still not sure if you are included, you can ask for free help. You can call Rick Nelson of Robbins Geller Rudman & Dowd LLP at 1-800-449-4900 or visit www.barclayssecuritieslitigation.com or contact the Claims Administrator at 1-844-535-0113 for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

In exchange for the release of the Released Claims against each of Defendants and their Related Parties, as well as dismissal of the Litigation as against Defendants, Defendants have agreed to pay \$14,000,000 in cash. The balance of this fund after payment of Court-approved attorneys' fees and expenses, and Class Representatives' time and expenses in representing the Class, taxes, and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing newspaper notice (the "Net Settlement Fund") will be divided among all eligible Class Members who send in a valid Proof of Claim. The Proof of Claim is described in more detail below in response to Question 10.

9. How much will my payment be?

Your share of the fund will depend on the number of Barclays ADS represented by valid claims made by Class Members and the amount of those claims and the number of Barclays ADS you held, and when you purchased, acquired, and sold them. Class Representatives' counsel estimate that if all Class Members submit claims for 100% of the shares eligible for distribution under the Plan of Allocation (the "Plan" or "Plan of Allocation") described below, the estimated average distribution will be approximately \$0.21 per ADS before the deduction of Court-approved fees and expenses, as described in Question 17 below (estimated to be approximately \$0.08 per ADS), and the cost of notice and claims administration. Historically, fewer than all eligible investors submit claims, resulting in higher average distributions per share.

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proofs of Claim ("Claimants") under the Plan of Allocation. The Plan provides that Claimants will be eligible to participate in the distribution of the Net Settlement Fund only if Claimants have a net investment loss.

To the extent there are sufficient funds in the Net Settlement Fund, each Claimant will receive an amount equal to the Claimant's "Claim" as defined below. If, however (and as is more likely), the amount in the Net Settlement Fund is not sufficient to permit payment of the total Claim of each Claimant, then each Claimant shall be paid the percentage of the Net Settlement Fund that each Claimant's claim bears to the total of the claims of all Claimants. Payment in this manner shall be deemed conclusive against all Claimants.

The Plan has been prepared by Class Representatives' counsel with the assistance of their damages consultants.

PLAN OF ALLOCATION

The calculation of Claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Claimants. The allocation below is based on the June 28, 2012 Market Adjusted Price Decline of \$1.28, as well as the statutory PSLRA 90-day look-back amount of \$10.16. A Claim will be calculated as follows:

For ADS of Barclays purchased, or acquired, on or between July 10, 2007 through June 27, 2012, the claim per ADS shall be as follows:

- a) If sold prior to June 28, 2012, the claim per ADS is zero.
- b) If retained at the end of June 27, 2012 and sold before September 25, 2012, the claim per ADS shall be the least of: (i) \$1.28 (June 28, 2012 Market Adjusted Price Decline); or (ii) the difference between the purchase price and the selling price; or (iii) the difference between the purchase price per ADS and the average closing price per ADS up to the date of sale as set forth in the table below.
- c) If retained, or sold, on or after September 25, 2012, the claim per ADS shall be the lesser of: (i) \$1.28 (June 28, 2012 Market Adjusted Price Decline); or (ii) the difference between the purchase price per ADS and \$10.16 per ADS.

Date	Price	Average Closing Price
28-Jun-12	\$9.47	\$9.47
29-Jun-12	\$9.00	\$9.24
2-Jul-12	\$9.41	\$9.30
3-Jul-12	\$9.21	\$9.27
5-Jul-12	\$9.13	\$9.25
6-Jul-12	\$8.97	\$9.20
9-Jul-12	\$8.94	\$9.16
10-Jul-12	\$8.97	\$9.14
11-Jul-12	\$8.96	\$9.12
12-Jul-12	\$8.85	\$9.09
13-Jul-12	\$8.95	\$9.08
16-Jul-12	\$8.69	\$9.05
17-Jul-12	\$8.78	\$9.03
18-Jul-12	\$8.80	\$9.01
19-Jul-12	\$8.97	\$9.01
20-Jul-12	\$8.66	\$8.99
23-Jul-12	\$8.37	\$8.95
24-Jul-12	\$8.16	\$8.91
25-Jul-12	\$8.14	\$8.86
26-Jul-12	\$8.47	\$8.85

27-Jul-12	\$9.23	\$8.86
30-Jul-12	\$9.28	\$8.88
31-Jul-12	\$9.14	\$8.89
1-Aug-12	\$9.11	\$8.90
2-Aug-12	\$8.78	\$8.90
3-Aug-12	\$9.32	\$8.91
6-Aug-12	\$9.58	\$8.94
7-Aug-12	\$9.73	\$8.97
8-Aug-12	\$9.83	\$9.00
9-Aug-12	\$9.85	\$9.03
10-Aug-12	\$10.12	\$9.06
13-Aug-12	\$10.10	\$9.09
14-Aug-12	\$10.13	\$9.12
15-Aug-12	\$10.08	\$9.15
16-Aug-12	\$10.32	\$9.19
17-Aug-12	\$10.61	\$9.23
20-Aug-12	\$10.54	\$9.26
21-Aug-12	\$10.81	\$9.30
22-Aug-12	\$10.85	\$9.34
23-Aug-12	\$10.59	\$9.37
24-Aug-12	\$10.42	\$9.40
27-Aug-12	\$10.47	\$9.42
28-Aug-12	\$10.44	\$9.45
29-Aug-12	\$10.33	\$9.47
30-Aug-12	\$10.15	\$9.48
31-Aug-12	\$10.22	\$9.50
4-Sep-12	\$10.10	\$9.51
5-Sep-12	\$10.12	\$9.52
6-Sep-12	\$10.82	\$9.55
7-Sep-12	\$11.58	\$9.59
10-Sep-12	\$11.51	\$9.63
11-Sep-12	\$12.06	\$9.68
12-Sep-12	\$12.21	\$9.72
13-Sep-12	\$12.61	\$9.78
14-Sep-12	\$13.02	\$9.84
17-Sep-12	\$12.97	\$9.89
18-Sep-12	\$12.81	\$9.94
19-Sep-12	\$12.95	\$9.99
20-Sep-12	\$12.73	\$10.04
21-Sep-12	\$12.67	\$10.08
24-Sep-12	\$12.52	\$10.12
25-Sep-12	\$12.39	\$10.16

The First-In, First-Out (“FIFO”) method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a Claim. Investment gains achieved in connection with transactions in Barclays ADS will be offset against losses suffered in connection with transactions in Barclays ADS in calculating Claimants’ losses. Although short sales will have no recognized loss under the Plan, any recognized gain attributable to such short sales will be used to offset recognized losses from other transactions. Furthermore, market gains or losses attributable to short sales will be calculated as part of the market gain or loss calculation.

A Claimant will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net loss, after all profits from transactions in Barclays ADS during the Class Period are subtracted from all losses from transactions in Barclays ADS during the Class Period. However, the proceeds of Barclays ADS held at the beginning of the Class Period will not be used in the calculation of such net loss.

Barclays ADS acquired by means of a gift, inheritance or operation of law shall only be considered if the donor, decedent or transferor does not submit a claim form with respect to the shares. In such instances, the recipient must provide documentation of the original purchase in addition to the transfer.

Payment pursuant to the Plan shall be conclusive against all Claimants. No Person shall have any claim against Class Representatives’ counsel, the Claims Administrator, Defendants and their Related Parties, or any Person designated by Class Representatives’ counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan, or further order(s) of the Court. All Class Members who fail to complete and file a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court or provided by the Stipulation of Settlement) but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

**HOW YOU OBTAIN A PAYMENT –
SUBMITTING A PROOF OF CLAIM AND RELEASE FORM**

10. How will I obtain a payment?

To qualify for payment, you must be an eligible Class Member, send in a valid claim form and properly document your Claim as requested in the claim form. A claim form is enclosed with this Notice. You may also obtain a Proof of Claim at www.barclayssecuritieslitigation.com. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it and mail or submit it online no later than _____, 2016. The claim form may be submitted online at www.barclayssecuritieslitigation.com.

11. When will I receive my payment?

The Court will hold a hearing on _____, 2016 to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps several years. It also takes time for all Proofs of Claim to be processed. If there are no appeals and depending on the number of claim forms to be processed, the Claims Administrator could distribute the Net Settlement Fund as early as nine months after the fairness hearing. Please be patient.

12. What am I giving up to receive a payment or stay in the Class?

Unless you timely and validly exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their Related Parties about the Released Claims in this case. It also means that all of the Court's orders will apply to you and legally bind you, and you will release your claims in this case against Defendants and their Related Parties. The terms of the release are included in the enclosed claim form.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, and you want to keep the right to sue or continue to sue Defendants and their Related Parties on your own for the Released Claims in this case, then you must take steps to remove yourself from the Class. This is called excluding yourself or is sometimes referred to as opting out of the Class.

13. How do I get out of the Class?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Class in *Carpenters Pension Trust Fund of St. Louis v. Barclays PLC*, Civil Action No. 1:12-cv-05329-SAS (S.D.N.Y.). You must provide the following information: (a) name; (b) address; (c) telephone number; (d) amount of Barclays ADS purchased, acquired and/or sold between July 10, 2007 and June 27, 2012, inclusive; (e) prices paid or received for such Barclays ADS; (f) the date of each purchase, acquisition or sale transaction; and (g) a statement that you wish to be excluded from the Class. **You must mail your exclusion request postmarked no later than _____, 2016 to:**

Barclays Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not receive any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

14. If I do not exclude myself, can I sue Defendants and their Related Parties for the same thing later?

No. Unless you timely and validly exclude yourself, you give up any right to sue Defendants and their Related Parties for any and all of the Released Claims in this Settlement. If you have a pending lawsuit against any of the Defendants or their Related Parties, speak to your lawyer in that case immediately. **Remember, the exclusion deadline is _____, 2016.**

15. If I exclude myself, can I receive money from this Settlement?

No. If you exclude yourself, do not send in a Proof of Claim. But you may be able to sue, continue to sue, or be part of a different lawsuit against Defendants and their Related Parties.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Robbins Geller Rudman & Dowd LLP to represent you and the other Class Members. These lawyers are called Lead Counsel or Class Counsel. You will not be charged directly for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Since this Litigation began in 2012, Class Representative's counsel have not been paid for their services or for their substantial expenses on behalf of the Class Representatives and the Class. The fee requested is to compensate Class Representatives for their work investigating the facts, litigating the case, and negotiating the Settlement.

Class Representatives' counsel will ask the Court to approve the payment of expenses incurred of no more than \$1.2 million and a payment of 30% of the Settlement Fund for attorneys' fees, plus interest. The fee requested is within the range of fees awarded to class counsel in similar cases. Class Representatives' counsel may also seek the Court's approval to award each of the Class Representatives reasonable costs and expenses directly relating to the representation of the Class in an amount not to exceed \$10,000, each. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or any part of it.

18. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it, including the Plan of Allocation, counsel's request for an award of attorneys' fees and expenses, or the Class Representatives' request for an award for their time and expenses in representing the Class. You can state the reasons why you think the Court should not approve any of the relief sought. The Court will consider your views. To object, you must send a letter saying that you object to the

Settlement in *Carpenters Pension Trust Fund of St. Louis v. Barclays PLC*, Civil Action No. 1:12-cv-05329-SAS (S.D.N.Y.). Be sure to include your name, address, telephone number, your signature, the number of Barclays ADS purchased, acquired, and/or sold between July 10, 2007 and June 27, 2012, inclusive, and the reason(s) why you object to the Settlement. **Mail the objection to the Court, Lead Counsel, and Defense Counsel postmarked no later than _____, 2016:**

COURT	LEAD COUNSEL	DEFENSE COUNSEL
Clerk of the Court UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK Daniel Patrick Moynihan United States Courthouse 500 Pearl Street New York, NY 10007-1312	David A. Rosenfeld ROBBINS GELLER RUDMAN & DOWD LLP 58 South Service Road Suite 200 Melville, NY 11747	Matthew J. Porpora SULLIVAN & CROMWELL LLP 125 Broad Street New York, NY 10004

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object *only* if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be paid and do not want to release any claims you think you may have against Defendants and their Related Parties. If you exclude yourself, you cannot object to the Settlement because it does not affect you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a fairness hearing at __:__.m., on _____, 2016, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them, even if you do not ask to speak at the hearing. The Court will listen to people who have asked to speak at the hearing. The Court will also consider whether to approve the Plan of Allocation, counsel's fee and expense requests, and the request of Class Representatives for an award for their time and expenses in representing the Class. The Court may decide the issues at the hearing or take them under consideration. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your intention to appear in *Carpenters Pension Trust Fund of St. Louis v. Barclays PLC*, Civil Action No. 1:12-cv-05329-SAS (S.D.N.Y.). Be sure to include your name, address, telephone number, the number of Barclays ADS purchased or acquired between July 10, 2007 and June 27, 2012, inclusive, and your signature. **Your notice of intention to appear must be postmarked no later than _____, 2016, and addressed to the Clerk of the Court, Lead Counsel, and Defense Counsel**, at the addresses listed above in Question 18.

You cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not receive any money from this Settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and their Related Parties about the Released Claims in this case.

GETTING MORE INFORMATION

24. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement dated as of November 24, 2015. You can obtain a copy of the Stipulation by writing to or calling Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900 or from the Clerk's office at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007 during regular business hours. The Stipulation may also be downloaded at www.barclayssecuritieslitigation.com.

25. How do I get more information?

You can call 1-800-449-4900 or write to Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101 or visit www.barclayssecuritieslitigation.com.

SPECIAL NOTICE TO NOMINEES

The Court has ordered that if you held any Barclays ADS purchased or acquired between July 10, 2007 and June 27, 2012, inclusive, as nominee for a beneficial owner, then, within ten days after you receive this Notice, you must either: (1) send a copy of this Notice by first-class mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Barclays Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice upon submission of appropriate documentation to the Claims Administrator.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT A-2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CARPENTERS PENSION TRUST FUND OF	:	Civil Action No. 1:12-cv-05329-SAS
ST. LOUIS, et al., Individually and on Behalf	:	
of All Others Similarly Situated,	:	<u>CLASS ACTION</u>
	:	
Plaintiffs,	:	PROOF OF CLAIM AND RELEASE
	:	
vs.	:	EXHIBIT A-2
	:	
BARCLAYS PLC, et al.,	:	
	:	
Defendants.	:	

I. GENERAL INSTRUCTIONS

1. To recover as a Class Member based on your claims in the action entitled *Carpenters Pension Trust Fund of St. Louis v. Barclays PLC*, Civil Action No. 1:12-cv-05325-SAS (S.D.N.Y.) (the “Litigation”), you must complete and, on page __ hereof, sign this Proof of Claim and Release (“Proof of Claim Form”). If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim Form, postmarked or received by the date shown below, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Litigation.¹

2. Submission of this Proof of Claim Form, however, does not assure that you will share in the proceeds of the Settlement of the Litigation.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM FORM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, ON OR BEFORE _____, 2016, ADDRESSED AS FOLLOWS:

Barclays Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
Online Submissions: www.barclayssecuritieslitigation.com

If you are NOT a Class Member, as defined in the Notice of Proposed Settlement of Class Action (the “Notice”), DO NOT submit a Proof of Claim Form.

4. If you are a Class Member and you do not timely request exclusion in connection with the proposed Settlement, you will be bound by the terms of any judgment entered in the

¹ Unless otherwise stated, all capitalized terms used herein shall have the same meanings as set forth in the Stipulation of Settlement filed with the Court.

Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

II. CLAIMANT IDENTIFICATION

If you purchased or otherwise acquired American Depositary Shares (“ADS”) of Barclays PLC (“Barclays”) during the period between July 10, 2007 and June 27, 2012, inclusive, use Part I of this form entitled “Claimant Identification” to list the claimant name, mailing address, and account information if relevant (such as for a claim submitted on behalf of an IRA, Trust, or estate account). Please list the most current claimant or account name as you would like the information to appear on the check, if eligible for payment. Please also provide a telephone number and/or e-mail address, as the Claims Administrator may need to contact you with questions about the claim submitted. If your Claimant Identification information changes, please notify the Claims Administrator in writing at the address above.

All joint purchasers and acquirers must sign this claim. If you are acting in a representative capacity on behalf of a Class Member (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents or other documents which provide you with the authority to submit the claim. Please also indicate your representative capacity under your signature on page __ of this claim form.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. If you have a large number of transactions and wish to file your claim

electronically, you must contact the Claims Administrator at 1-844-535-0113 to obtain the required file layout.

III. CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in Barclays American Depository Shares” to supply all required details of your transaction(s) in Barclays ADS. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to *all* of your purchases or acquisitions and *all* of your sales of Barclays ADS between July 10, 2007 and September 25, 2012, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to *all* Barclays ADS that you held at the close of trading on July 9, 2007, June 27, 2012, and September 25, 2012. Failure to report all such transactions may result in the rejection of your claim.

List these transactions separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase of Barclays ADS. The date of a “short sale” is deemed to be the date of sale of Barclays ADS.

For each transaction, copies of stockbroker confirmation slips, stockbroker statements, or other documents evidencing your transactions in Barclays ADS should be attached to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

Carpenters Pension Trust Fund of St. Louis v. Barclays PLC,

Civil Action No. 1:12-cv-053929-SAS (S.D.N.Y.)

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Submitted Online No Later Than:

_____, 2016

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or
Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

E-Mail Address

PART II: SCHEDULE OF TRANSACTIONS IN BARCLAYS AMERICAN DEPOSITARY SHARES

A. Number of Barclays ADS held at the close of trading on July 9, 2007:
_____.

B. Purchases or acquisitions of Barclays ADS between July 10, 2007 and September 25, 2012, inclusive:

Trade Date Mo. Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

IMPORTANT: (i) If any purchase listed covered a “short sale,” please mark Yes: Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount and the company acquired:

___ / ___ / _____ _____ _____
MM DD YYYY Merger Shares Company

C. Sales of Barclays ADS between July 10, 2007 and September 25, 2012, inclusive:

Trade Date Mo. Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

D. Number of Barclays ADS held at the close of trading on June 27, 2012:
_____.

E. Number of Barclays ADS held at the close of trading on September 25, 2012:
_____.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOUR SIGNATURE ON PAGE __ WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

On behalf of myself (ourselves) and each of my (our) heirs, agents, executors, trustees, administrators, predecessors, successors and assigns, I (we) submit this Proof of Claim Form under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of the Stipulation and any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim based on the same purchases, acquisitions or sales of Barclays ADS during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the Released Persons as provided in the Stipulation.

2. “Released Persons” means each and all of Barclays, Marcus Agius, Robert Diamond, Jr., and John Varley, as well as their respective former, present or future parents, subsidiaries, divisions and affiliates, and the respective employees, members, partners, principals, officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, spouses, heirs, executors, trusts, trustees,

administrators, agents, legal or personal representatives and assigns of each of them, in their capacity as such.

3. “Released Claims” means any and all claims and causes of action of every nature and description, whether known or unknown, arising under federal, state, common or foreign law, whether class or individual in nature, that you or any Class Member asserted or could have asserted in the Litigation or any forum, which arise out of or relate to both (i) Barclays ADS, and (ii) any disclosures, public filings, registration statements or other statements by Barclays or any Defendant in the Litigation based upon or arising out of any facts, matters, allegations, transactions, events, disclosures, statements, acts or omissions which have been or could have been asserted by any Class Member in the Litigation, except any claims to enforce the Settlement.

4. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions, and sales of Barclays ADS between July 10, 2007 and September 25, 2012, inclusive, and the number of Barclays ADS held by me (us) at the close of trading on July 9, 2007, June 27, 2012, and September 25, 2012.

7. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____
(Month/Year)
in _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e.g., Purchaser or Acquirer,
Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send originals of certificates.
4. Keep a copy of your claim form and all supporting documentation for your records.

5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.

THIS PROOF OF CLAIM FORM MUST BE SUBMITTED ONLINE OR IF MAILED POSTMARKED NO LATER THAN _____, 2016, ADDRESSED AS FOLLOWS:

Barclays Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
www.barclayssecuritieslitigation.com

EXHIBIT A-3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CARPENTERS PENSION TRUST FUND OF	:	X	
ST. LOUIS, et al., Individually and on Behalf	:		Civil Action No. 1:12-cv-05329-SAS
of All Others Similarly Situated,	:		
	:		<u>CLASS ACTION</u>
	:		
Plaintiffs,	:		SUMMARY NOTICE
	:		
vs.	:		EXHIBIT A-3
	:		
BARCLAYS PLC, et al.,	:		
	:		
Defendants.	:		
	:		

X

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED AMERICAN DEPOSITARY SHARES (“ADS”) OF BARCLAYS PLC (“BARCLAYS”) DURING THE PERIOD BETWEEN JULY 10, 2007 AND JUNE 27, 2012, INCLUSIVE (“CLASS PERIOD”)

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Southern District of New York, that a hearing will be held on _____, 2016, at ____ .m., before the Honorable Shira A. Scheindlin, United States District Judge, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 15C, New York, NY 10007-1312, for the purpose of determining: (1) whether the proposed Settlement of the claims in the Litigation for the principal amount of \$14,000,000, plus interest, should be approved by the Court as fair, just, reasonable, and adequate; (2) whether a Final Judgment and Order of Dismissal with Prejudice should be entered by the Court dismissing the Litigation with prejudice; (3) whether the Plan of Allocation is fair, reasonable, and adequate and should be approved; and (4) whether the application of Lead Counsel for the payment of attorneys’ fees and expenses and Class Representatives’ expenses in connection with this Litigation should be approved.

IF YOU PURCHASED OR OTHERWISE ACQUIRED BARCLAYS ADS DURING THE PERIOD BETWEEN JULY 10, 2007 AND JUNE 27, 2012, INCLUSIVE, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION. If you have not received a detailed Notice of Proposed Settlement of Class Action (“Notice”) and a copy of the Proof of Claim and Release form, you may obtain copies by writing to *Barclays Securities Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 8040, San Rafael, CA 94912-8040, or on the internet at www.barclayssecuritieslitigation.com. If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release by mail

(*postmarked no later than* _____, 2016) or online *no later than* _____, 2016, establishing that you are entitled to recovery.

If you are a Class Member, you will be bound by any judgment rendered in the Litigation unless you request to be excluded from the Class. If you desire to be excluded from the Class, you must submit a request for exclusion such that it is *postmarked no later than* _____, 2016, in the manner and form explained in the detailed Notice, referred to above.

Any objection to the Settlement, the Plan of Allocation of the Settlement proceeds, or the fee and expense applications must be mailed to each of the following recipients, *postmarked no later than* _____, 2016:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
DANIEL PATRICK MOYNIHAN UNITED STATES COURTHOUSE
500 Pearl Street
New York, NY 10007-1312

Lead Counsel:

ROBBINS GELLER RUDMAN
& DOWD LLP
DAVID A. ROSENFELD
58 South Service Road, Suite 200
Melville, NY 11747

Counsel for Certain Defendants:

SULLIVAN & CROMWELL LLP
MATTHEW J. PORPORA
125 Broad Street
New York, NY 10004

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement or the Litigation, you may contact Lead Counsel at the address listed above or by contacting Rick Nelson, a representative of Lead Counsel at 1-800-449-4900.

DATED: _____, 2015

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CARPENTERS PENSION TRUST FUND OF	:	Civil Action No. 1:12-cv-05329-SAS
ST. LOUIS, et al., Individually and on Behalf	:	
of All Others Similarly Situated,	:	<u>CLASS ACTION</u>
	:	
Plaintiffs,	:	[PROPOSED] FINAL JUDGMENT AND
	:	ORDER OF DISMISSAL WITH PREJUDICE
vs.	:	
	:	EXHIBIT B
BARCLAYS PLC, et al.,	:	
	:	
Defendants.	:	

This matter came before the Court pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Order”) dated _____, on the application of the parties for approval of the Settlement set forth in the Stipulation of Settlement dated as of November 24, 2015 (the “Stipulation”). Due and adequate notice having been given to the Class as required in said Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation annexed as Exhibit 1 hereto, unless otherwise set forth herein.

2. This Court has jurisdiction over the subject matter of the Litigation and over all parties to the Litigation, including all Class Members.

3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby approves the Settlement set forth in the Stipulation and finds that:

(a) said Stipulation and the Settlement contained therein, are, in all respects, fair, reasonable, and adequate and in the best interest of the Class;

(b) there was no collusion in connection with the Stipulation;

(c) the Stipulation was the product of informed, arm’s-length negotiations among competent, able counsel; and

(d) the record is sufficiently developed and complete to have enabled the Class Representatives and Defendants to have adequately evaluated and considered their positions.

4. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to

any individual claim of those Persons (identified in Exhibit 2 attached hereto) who this Court finds to have validly and timely requested exclusion from the Class in accordance with the prior Orders of this Court, the Court hereby dismisses the Litigation and all Released Claims of the Class with prejudice. The Settling Parties are to bear their own costs, except as and to the extent provided in the Stipulation and herein.

5. Upon the Effective Date, the Class Representatives shall, and each of the Class Members shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons, whether or not such Class Member executes and delivers the Proof of Claim and Release or shares in the Settlement Fund. Claims to enforce the terms of the Stipulation are not released.

6. Upon the Effective Date, all Class Members, and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting the Released Claims against any of the Released Persons.

7. Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Class Representatives, each and all of the Class Members, and Class Representatives' counsel, including Lead Counsel, from all Defendants' Claims. Defendants' Claims do not include claims to enforce the terms of the Stipulation or any order of the Court in the Litigation.

8. The Notice of Proposed Settlement of Class Action given to the Class was the best notice practicable under the circumstances, including the individual notice to all Class Members who or which could be identified through reasonable effort along with publication of the Summary

Notice. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

9. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

10. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Defendants or their respective Related Parties; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of Defendants or their respective Related Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) is or may be deemed to be or may be used as an admission, or evidence, that any claim asserted by the Class Representatives was not valid in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Defendants and/or their respective Related Parties may file the Stipulation and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of this Settlement and any award or distribution of

the Settlement Fund, including interest earned thereon; (ii) disposition of the Settlement Fund; (iii) hearing and determining applications for attorneys' fees, expenses, and interest in the Litigation; and (iv) all parties herein for the purpose of construing, enforcing, and administering the Stipulation.

12. The Court finds that during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

13. In the event that the Settlement is terminated as provided in the Stipulation, or the Effective Date otherwise does not occur, then this Judgment, and all orders entered and releases delivered in connection herewith, shall be vacated, rendered null and void to the extent provided by and in accordance with the Stipulation, and this Judgment shall be without prejudice to the rights of the Class Representatives, the other Class Members, and Defendants, and the Settling Parties shall revert to their respective positions in the Litigation as of September 17, 2015, as provided in the Stipulation.

14. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

15. The Court directs immediate entry of this Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE SHIRA A. SCHEINDLIN
UNITED STATES DISTRICT JUDGE