

Annex 1



CR-2008-000012

Account No.	FX rate	Underlying currency	USD Equivalent
<b>AUD</b>			
066-022-08000	0.8222	23,216	19,088
066-022-08002	0.8222	4,200	3,453
066-022-08004	0.8222	(19,295,063)	(15,864,239)
<b>Total AUD</b>		<b>(19,267,648)</b>	<b>(15,841,698)</b>
<b>BRL</b>			
066-022-08000	0.5611	(347,838)	(195,162)
066-022-08004	0.5611	1,262,784	708,514
<b>Total BRL</b>		<b>914,946</b>	<b>513,352</b>
<b>CHF</b>			
066-022-07000	0.8833	(42,815,715)	(37,819,060)
066-022-07003	0.8833	56,995,390	50,343,947
066-022-08000	0.8833	(28,048,811)	(24,775,475)
066-022-08001	0.8833	(34,875)	(30,805)
<b>Total CHF</b>		<b>(13,904,011)</b>	<b>(12,281,393)</b>
<b>DKK</b>			

Account No.	FX rate	Underlying currency	USD Equivalent
066-022-08000	0.1907	(1,040,250)	(198,371)
066-022-08001	0.1907	61,100	11,652
066-022-08002	0.1907	(1,560)	(297)
<b>Total DKK</b>		<b>(980,710)</b>	<b>(187,017)</b>
<b>EUR</b>			
066-022-07000	1.4218	172,085,076	244,663,247
066-022-07003	1.4218	(37,120,592)	(52,776,480)
066-022-07015	1.4218	916,284	1,302,733
066-022-08000	1.4218	111,486,473	158,506,729
066-022-08001	1.4218	(92,777,894)	(131,907,666)
066-022-08002	1.4218	55,047,687	78,264,462
066-022-08004	1.4218	77,593,153	110,318,648
<b>Total EUR</b>		<b>287,230,188</b>	<b>408,371,674</b>
<b>GBP</b>			
066-022-07000	1.7940	(107,440)	(192,744)
066-022-08000	1.7940	(210,092,553)	(376,901,628)
066-022-08001	1.7940	89,663,350	160,854,166
066-022-08002	1.7940	678,393	1,217,023
066-022-08004	1.7940	3,392,496	6,086,067

Account No.	FX rate	Underlying currency	USD Equivalent
<b>Total GBP</b>		<b>(116,465,754)</b>	<b>(208,937,117)</b>
<b>JPY</b>			
066-022-08000	0.0093	248,185,907	2,302,189
066-022-08001	0.0093	(22,870,396)	(212,147)
066-022-08002	0.0093	(1,300,306)	(12,062)
066-022-08004	0.0093	822,289	7,628
<b>Total JPY</b>		<b>224,837,493</b>	<b>2,085,607</b>
<b>KRW</b>			
071-022-07100	0.0009	752,542,468	679,320
071-022-07101	0.0009	58,821,943,564	53,098,568
071-022-07102	0.0009	18,327,165,627	16,543,932
071-022-07107	0.0009	24,700,255,960	22,296,921
<b>Total KRW</b>		<b>102,601,907,619</b>	<b>92,618,742</b>
<b>NOK</b>			
066-022-08000	0.1751	(10,009,881)	(1,752,917)
066-022-08001	0.1751	1,285,169	225,057
066-022-08002	0.1751	1,999,678	350,181
<b>Total NOK</b>		<b>(6,725,034)</b>	<b>(1,177,679)</b>
<b>PLN</b>			

Account No.	FX rate	Underlying currency	USD Equivalent
066-022-08004	0.4242	239,867	101,746
<b>Total PLN</b>		<b>239,867</b>	<b>101,746</b>
<b>SEK</b>			
066-022-08000	0.1493	(24,282,714)	(3,626,468)
066-022-08001	0.1493	(289,571,654)	(43,245,668)
066-022-08002	0.1493	741,654,749	110,761,378
<b>Total SEK</b>		<b>427,800,381</b>	<b>63,889,242</b>
<b>TRY</b>			
066-022-08004	0.8084	(1,762,642)	(1,424,969)
<b>Total TRY</b>		<b>(1,762,642)</b>	<b>(1,424,969)</b>
<b>TWD</b>			
066-022-08000	0.0312	(57,708,080)	(1,800,995)
066-022-08004	0.0312	78,813,001	2,459,652
<b>Total TWD</b>		<b>21,104,921</b>	<b>658,657</b>
<b>USD</b>			
066-022-07000	1.0000	(27,764)	(27,764)
066-022-08000	1.0000	838,503,883	838,503,883
066-022-08001	1.0000	36,369,922	36,369,922
066-022-08002	1.0000	(171,412,367)	(171,412,367)

Account No.	FX rate	Underlying currency	USD Equivalent
066-022-08004	1.0000	(98,354,228)	(98,354,228)
<b>Total USD</b>		<b>605,079,446</b>	<b>605,079,446</b>
<b>ZAR</b>			
066-022-08000	0.1252	(7,233,640)	(905,329)
066-022-08001	0.1252	(9,661,660)	(1,209,208)
066-022-08004	0.1252	(9,729,509)	(1,217,700)
<b>Total ZAR</b>		<b>(26,624,808)</b>	<b>(3,332,237)</b>

## Annex 2



CR-2008-000012

Row	Date	Context	Relevant Content
1	15 June 2015	Email from Linklaters to HHR attaching revised wording in respect of the Draft Stipulation	<p>5. Within five days of the Approval Date, the Trustee shall pay Barclays \$777,000,000 out of the “Dedicated Reserve” (as defined in the LBIE Settlement Agreement) with respect to the Barclays LBIE ETD Claims. The Trustee shall not pay any interest on this amount. Barclays consents and agrees that upon payment by the Trustee of the \$777,000,000, the maximum aggregate <del>amount that BCI and/or Barclays Bank may recover from LBIE</del>, <u>undischarged liability of LBIE</u> and/or the trustee of the UK statutory trust of client money arising under CASS 7 in relation to LBIE (including the “LBIE Client Money Trustee,” as defined in the LBIE Settlement Agreement) <u>to BCI and/or Barclays Bank</u>, with respect to the Barclays LBIE ETD Claims shall automatically, unconditionally, and irrevocably be reduced by \$777,000,000, <u>and Barclays hereby releases LBIE (including the LBIE Client Money Trustee) with respect to the Barclays LBIE ETD Claims in such amount.</u></p> <p>6. Subject to the reduction in-, <u>and release of</u>, the maximum aggregate <del>amount of liability of LBIE, and the receipt by Barclays’ recovery of \$777,000,000,</del> with respect to the Barclays LBIE ETD Claims provided for by the third sentence of paragraph 5 hereof, and subject to the releases in paragraphs 11 and 12 hereof, nothing in this Stipulation <del>affects</del> <u>shall act as collateral estoppel, res judicata or judicial estoppel, or prejudice the merits of any rights, defenses or arguments of Barclays or LBIE with respect to (i) Barclays’ prosecution of the Barclays LBIE ETD Claims, including Barclays’ claim against LBIE to interest from LBIE relating to the \$777,000,000 referenced in paragraph 5 or any other balances (or interest relating thereto) held by LBIE; and (ii) LBIE’s defenses to the Barclays LBIE ETD Claim, including arguments that LBIE’s maximum undischarged liability (prior to the reduction provided for by the third sentence of paragraph 5 hereof) to Barclays is less than \$777,000,000 and its ability to oppose Barclays’ claim against LBIE to interest from LBIE relating to the \$777,000,000 referenced in paragraph 5 or any other balances (or interest relating thereto).</u></p>

Row	Date	Context	Relevant Content
			<u>7. The Parties intend for LBIE (including the LBIE Client Money Trustee) to be entitled to rely on the third sentence of paragraph 5 hereof and paragraph 6 hereof as a third party beneficiary thereof.</u>
2	16 June 2015	Email from HHR to Linklaters attaching revised wording in respect of the Draft Stipulation	<p>5. Within five days of the Approval Date, the Trustee shall pay Barclays \$777,000,000 out of the “Dedicated Reserve” (as defined in the LBIE Settlement Agreement) with respect to the Barclays LBIE ETD Claims. The Trustee shall not pay any interest on this amount. Barclays consents and agrees that upon payment by the Trustee of the \$777,000,000, <u>(i)</u> the maximum aggregate undischarged liability of LBIE and/or the trustee of the UK statutory trust of client money arising under CASS 7 in relation to LBIE (including the “LBIE Client Money Trustee,” as defined in the LBIE Settlement Agreement) to BCI and/or Barclays Bank, with respect to the Barclays LBIE ETD Claims shall automatically, unconditionally, and irrevocably be reduced by \$777,000,000, and <u>(ii)</u> Barclays hereby releases LBIE (including the LBIE Client Money Trustee) with respect to the Barclays LBIE ETD Claims in such amount.</p> <p><del>6.</del> Subject to the reduction in, and release of, the maximum aggregate liability of LBIE, and the receipt by Barclays of \$777,000,000, with respect to the Barclays LBIE ETD Claims provided for by the third sentence of paragraph 5 hereof, and subject to the releases in paragraphs 11 and 12 hereof, nothing in this Stipulation shall act as collateral estoppel, res judicata or judicial estoppel <u>as between Barclays and LBIE</u>, or prejudice the merits of any rights, defenses or arguments of Barclays or LBIE <u>against each other, in each case</u> with respect to (i) Barclays’ prosecution of the Barclays LBIE ETD Claims, including Barclays’ claim against LBIE to interest from LBIE relating to the \$777,000,000 referenced in paragraph 5 or any other balances (or interest relating thereto) held by LBIE; <del>and/or</del> (ii) <del>LBIE’s defenses</del> <u>LBIE’s defenses</u> to the Barclays LBIE ETD Claim, including arguments that LBIE’s maximum undischarged liability (prior to the reduction provided for by the third sentence of paragraph 5 hereof) to Barclays is less than \$777,000,000 and its ability to oppose Barclays’ claim against LBIE to interest from LBIE relating to the \$777,000,000 referenced in paragraph 5 or any other balances (or interest relating thereto).</p>

Row	Date	Context	Relevant Content
			<del>7.6.</del> The Parties intend for LBIE (including the LBIE Client Money Trustee) to be entitled to rely on the third sentence of paragraph 5 hereof and <u>on this</u> paragraph 6 <del>hereof</del> as a third party beneficiary thereof.
3	18 June 2015	Email from HHR to Linklaters forwarding an email from Boies Schiller attaching revised wording in respect of the Draft Stipulation	<p>5. Within five days of the Approval Date, the Trustee shall pay Barclays \$777,000,000 out of the “Dedicated Reserve” (as defined in the LBIE Settlement Agreement) with respect to the Barclays LBIE ETD Claims. The Trustee shall not pay any interest on this amount. Barclays consents and agrees that upon payment by the Trustee of the \$777,000,000, <del>(i)</del> the maximum aggregate undischarged liability of LBIE and/or the trustee of the UK statutory trust of client money arising under CASS 7 in relation to LBIE (including the “LBIE Client Money Trustee,” as defined in the LBIE Settlement Agreement) to BCI and/or Barclays Bank, with respect to the Barclays LBIE ETD Claims shall automatically, unconditionally, and irrevocably be reduced by \$777,000,000. <u>For the avoidance of doubt, nothing herein affects, waives, releases or reduces Barclays’ claim against LBIE to interest relating to the \$777,000,000 referenced in this Paragraph, and nothing herein affects, waives, releases or reduces Barclays’ LBIE ETD Claim against LBIE with respect to assets (and interest with respect thereto) in excess of the \$777,000,000 referenced in this Paragraph. ,and (ii)</u> <del>Barclays hereby releases LBIE (including the LBIE Client Money Trustee) with respect to the Barclays LBIE ETD Claims in such amount.</del></p> <p>6. <del>Subject to</del><u>Except for</u> the reduction in, and release of, the maximum aggregate <u>undischarged</u> liability of LBIE, and the receipt by Barclays of \$777,000,000, with respect to the Barclays LBIE ETD Claims provided for by the third sentence of paragraph 5 hereof, <del>and subject to the releases in paragraphs 11 and 12 hereof,</del> nothing in this Stipulation shall act as collateral estoppel, res judicata or judicial estoppel as between Barclays and LBIE, or prejudice the merits of any rights, defenses or arguments of Barclays or LBIE against each other <del>, in each case with respect to (i) Barclays’ prosecution of the Barclays LBIE ETD Claims, including Barclays’ claim against LBIE to interest from LBIE relating to the \$777,000,000 referenced in paragraph 5 or any other balances (or interest relating thereto) held by LBIE; or (ii) LBIE’s defenses to the Barclays LBIE ETD Claim, including arguments that LBIE’s maximum undischarged liability (prior to the reduction provided for by the third</del></p>



Row	Date	Context	Relevant Content
			<p><del>sentence of paragraph 5 hereof) to Barclays is less than \$777,000,000 and its ability to oppose Barclays' claim against LBIE to interest from LBIE relating to the \$777,000,000 referenced in paragraph 5 or any other balances (or interest relating thereto). The Parties intend for LBIE (including the LBIE Client Money Trustee) to be entitled to rely on the third sentence of paragraph 5 hereof, <del>and on</del> this paragraph 6, <u>and the first sentence of paragraph 16</u>, as a third party beneficiary thereof.</del></p> <p>[...]</p> <p>16. This Stipulation shall not be admissible in any litigation or other proceeding for any purpose other than enforcing its terms, provided that Barclays <u>and/or LBIE</u> may refer to or rely on this Stipulation, and it shall be admissible, in any litigation or other proceeding relating to Barclays' pursuit of <u>and/or LBIE's defense against</u> the claims referenced in paragraphs <u>5, 6 and 8</u> above. For the avoidance of doubt, nothing in this Stipulation is intended to waive, release, or otherwise preclude either Party from enforcing its rights under this Stipulation, and each Party agrees that the other Party may take any action available at law or in equity to enforce the terms of this Stipulation.</p>
4	19 June 2015	Email from Linklaters to Boies Schiller attaching comments on paragraph 5 of the Draft Stipulation	<p>5. Within five days of the Approval Date, the Trustee shall pay Barclays \$777,000,000 out of the "Dedicated Reserve" (as defined in the LBIE Settlement Agreement) with respect to the Barclays LBIE ETD Claims. The Trustee shall not pay any interest on this amount. Barclays consents and agrees that upon payment by the Trustee of the \$777,000,000, <u>(i) the maximum aggregate undischarged liability of LBIE and/or the trustee of the UK statutory trust of client money arising under CASS 7 in relation to LBIE (including the "LBIE Client Money Trustee," as defined in the LBIE Settlement Agreement) to BCI and/or Barclays Bank, with respect to the Barclays LBIE ETD Claims shall automatically, unconditionally, and irrevocably be reduced by \$777,000,000 and (ii) Barclays hereby releases LBIE (including the LBIE Client Money Trustee) with respect to the Barclays LBIE ETD Claims in such amount.</u> <del>For the avoidance of doubt, nothing herein affects, waives, releases or reduces Barclays' claim against LBIE to interest relating to the \$777,000,000 referenced in this Paragraph, and nothing herein affects, waives, releases or reduces Barclays' LBIE ETD</del></p>

Row	Date	Context	Relevant Content
			<del>Claim against LBIE with respect to assets (and interest with respect thereto) in excess of the \$777,000,000 referenced in this Paragraph.</del>
5	23 June 2015	Email from Linklaters to Boies Schiller outlining proposed amendments to the final sentence of paragraph 5 of the Draft Stipulation (re-inserted at Boies Schiller's request)	5. ...For the avoidance of doubt, nothing herein affects, waives, releases or reduces Barclays' claim against LBIE to interest relating to the \$777,000,000 referenced in this Paragraph <u>(or LBIE's defenses thereto)</u> , and nothing herein affects, waives, releases or reduces Barclays' LBIE ETD Claim against LBIE with respect to assets (and interest with respect thereto) in excess of the \$777,000,000 referenced in this Paragraph <u>(or LBIE's defenses thereto)</u> .
6	23 June 2015	Emails from Linklaters to Boies Schiller and HHR attaching final versions of the Draft Stipulation and the Draft Order redlined against the versions filed by LBI on 5 June 2015	<p><u>Draft Stipulation:</u></p> <p>5. Within five days of the Approval Date, the Trustee shall pay Barclays \$777,000,000 out of the "Dedicated Reserve" (as defined in the LBIE Settlement Agreement) with respect to the Barclays LBIE ETD Claims. The Trustee shall not pay any interest on this amount. Barclays consents and agrees that upon payment by the Trustee of the \$777,000,000, <u>(i) the maximum aggregate amount that BCI and/or Barclays Bank may recover from undischarged liability of LBIE,</u> and/or the trustee of the UK statutory trust of client money arising under CASS 7 in relation to LBIE (including the "LBIE Client Money Trustee," as defined in the LBIE Settlement Agreement) <u>to BCI and/or Barclays Bank,</u> with respect to the Barclays LBIE ETD Claims shall automatically, unconditionally, and irrevocably be reduced by \$777,000,000 <u>and (ii) Barclays hereby releases LBIE (including the LBIE Client Money Trustee) with respect to the Barclays LBIE ETD Claims in such amount. For the avoidance of doubt, nothing herein affects, waives, releases or reduces Barclays' claim against LBIE to interest relating to the \$777,000,000 referenced in this Paragraph (or LBIE's defenses thereto), and nothing herein affects, waives, releases or reduces Barclays' LBIE ETD Claim against LBIE with respect to assets (and interest with respect thereto) in excess of the \$777,000,000 referenced in this Paragraph (or LBIE's defenses thereto).</u></p> <p>6. <del>Subject to</del> <u>Except for the reduction in-, and release of,</u> the maximum aggregate <del>amount of</del> <u>undischarged liability of LBIE, and the receipt by Barclays'-recovery of \$777,000,000,</u> with respect to the Barclays LBIE ETD Claims provided for by the third sentence of paragraph 5</p>

Row	Date	Context	Relevant Content
			<p>hereof, <del>and subject to the releases in paragraphs 11 and 12 hereof,</del> nothing in this Stipulation affects Barclays' claim against LBIE to interest from LBIE relating to the \$777,000,000 referenced in paragraph 5 or any other balances (or interest relating thereto) held by LBIE shall act as collateral estoppel, res judicata or judicial estoppel as between Barclays and LBIE, or prejudice the merits of any rights, defenses or arguments of Barclays or LBIE against each other. The parties intend for LBIE (including the LBIE Client Money Trustee) to be entitled to rely on the third and fourth sentences of hereof, this paragraph 6, and the first sentence of paragraph 16, as a third party beneficiary thereof.</p> <p>[...]</p> <p>16. This Stipulation shall not be admissible in any litigation or other proceeding for any purpose other than enforcing its terms, provided that Barclays and/or LBIE may refer to or rely on this Stipulation, and it shall be admissible, in any litigation or other proceeding relating to Barclays' pursuit of and/or LBIE's defense against the claims referenced in <del>paragraph</del> paragraphs 5, 6 and 8 above. For the avoidance of doubt, nothing in this Stipulation is intended to waive, release, or otherwise preclude either Party from enforcing its rights under this Stipulation, and each Party agrees that the other Party may take any action available at law or in equity to enforce the terms of this Stipulation.</p> <p><u>Draft Order:</u></p> <p><u>WHEREAS, the Trustee and Barclays agreed in the Settlement Agreement that upon payment by the Trustee of the \$777,000,000 to Barclays (i) the maximum aggregate undischarged liability of Lehman Brothers International (Europe) (in administration) ("LBIE") and/or the trustee of the UK statutory trust of client money arising under CASS 7 in relation to LBIE (including the "LBIE Client Money Trustee," as defined in the LBIE Agreement) to Barclays with respect to the Barclays LBIE ETD Claims shall automatically, unconditionally, and irrevocably be reduced by \$777,000,000; and (ii) Barclays shall release LBIE (including the LBIE Client Money Trustee) with respect to the Barclays LBIE ETD Claims in such amount;</u></p>

Row	Date	Context	Relevant Content
			<p><u><i>WHEREAS, in furtherance of the Settlement Agreement between the Trustee and Barclays, the Trustee, on the one hand, and LBIE and the Joint Administrators, on the other hand, acknowledged and agreed that the Trustee's payment of the \$777,000,000 to Barclays pursuant thereto would reduce the Required Reserve Amount (as defined in the LBIE Agreement) to zero and the date of such payment shall constitute the Dedicated Reserve Termination Date (as defined in the LBIE Agreement), and that, upon the occurrence of the Dedicated Reserve Termination Date, all of the Trustee's obligations to LBIE (in any capacity, including without limitation as LBIE Client Money Trustee) and/or the Joint Administrators, and all obligations of LBIE (in any capacity, including without limitation as LBIE Client Money Trustee) and/or the Joint Administrators to the Trustee, under Article X of the LBIE Agreement would be deemed to be fully discharged and released;</i></u></p> <p><u><i>[...]</i></u></p> <p><u><i>ORDERED, that upon payment by the Trustee of the \$777,000,000, (i) the maximum undischarged liability of LBIE and/or the trustee of the UK statutory trust of client money arising under CASS 7 in relation to LBIE (including the LBIE Client Money Trustee) to BCI and/or Barclays Bank, with respect to the Barclays LBIE ETD Claims shall automatically, unconditionally, and irrevocably be reduced by \$777,000,000 and (ii) Barclays hereby releases LBIE (including the LBIE Client Money Trustee) with respect to the Barclays LBIE ETD Claims in such amount; and it is further</i></u></p> <p><u><i>ORDERED, that, for the avoidance of doubt, nothing in the Settlement Agreement affects, waives, releases or reduces Barclays' claim against LBIE to interest relating to the \$777,000,000 referenced in the preceding paragraph (or LBIE's defenses thereto), and nothing in the Settlement Agreement affects, waives, releases or reduces Barclays' LBIE ETD Claim against LBIE with respect to assets (and interest with respect thereto) in excess of the \$777,000,000 referenced in the preceding paragraph (or LBIE's defenses thereto); and it is further</i></u></p> <p><u><i>ORDERED, that except for the reduction in, and release of, the maximum aggregate undischarged liability of LBIE, and the receipt by Barclays of \$777,000,000, with respect to the Barclays LBIE ETD Claims provided for by the third sentence of paragraph 5 of the</i></u></p>

Row	Date	Context	Relevant Content
			<p><u>Settlement Agreement, nothing in the Settlement Agreement shall act as collateral estoppel, res judicata or judicial estoppel as between Barclays and LBIE, or prejudice the merits of any rights, defenses or arguments of Barclays or LBIE against each other; and it is further</u></p> <p><b>ORDERED</b>, that LBIE (including the LBIE Client Money Trustee) is a third-party beneficiary entitled to rely on the third and fourth sentences of paragraph 5, paragraph 6 in its entirety and the first sentence of paragraph 16 of the Settlement Agreement; and it is further</p> <p><b>ORDERED</b>, that upon the payment of \$777,000,000 by the Trustee to Barclays in accordance with the Settlement Agreement, the Required Reserve Amount shall be reduced to zero and the Dedicated Reserve Termination Date shall occur, and, at such time, all of the Trustee's obligations to LBIE (in any capacity, including without limitation as LBIE Client Money Trustee) and/or the Joint Administrators, and all obligations of LBIE (in any capacity, including without limitation as LBIE Client Money Trustee) and/or the Joint Administrators to the Trustee, under Article X of the LBIE Agreement will be deemed to be fully discharged and released; and it is further</p>
7	24 June 2015	Email from Boies Schiller to Linklaters outlining revisions to the Draft Order	<p><b>ORDERED</b>, that, for the avoidance of doubt, nothing in the Settlement Agreement <u>or in this Order</u>, waives, releases or reduces Barclays' claim against LBIE to interest relating to the \$777,000,000 referenced in the preceding paragraph (or LBIE's defenses thereto), and nothing in the Settlement Agreement affects, waives, releases or reduces Barclays' LBIE ETD Claim against LBIE with respect to assets (and interest with respect thereto) in excess of the \$777,000,000 referenced in the preceding paragraph (or LBIE's defenses thereto); and it is further</p> <p><b>ORDERED</b>, that except for the reduction in, and release of, the maximum aggregate undischarged liability of LBIE, and the receipt by Barclays of \$777,000,000, with respect to the Barclays LBIE ETD Claims provided for by the third sentence of paragraph 5 of the Settlement Agreement, nothing in the Settlement Agreement <u>or in this Order</u> shall act as collateral estoppel, res judicata or judicial estoppel as between Barclays and LBIE, or prejudice the merits of any rights, defenses or arguments of Barclays or LBIE against each other; and it is further</p>

Row	Date	Context	Relevant Content
8	24 June 2015	Email from HHR to Linklaters and Boies Schiller informing them of one final amendment to the Draft Order	<b>ORDERED</b> , that, for the avoidance of doubt, nothing in the Settlement Agreement or in this Order affects, waives, releases or reduces Barclays' claim against LBIE to interest relating to the \$777,000,000 referenced in the preceding paragraph (or LBIE's defenses thereto), and nothing in the Settlement Agreement <u>or in this Order</u> affects, waives, releases or reduces Barclays' LBIE ETD Claim against LBIE with respect to assets (and interest with respect thereto) in excess of the \$777,000,000 referenced in the preceding paragraph (or LBIE's defenses thereto); and it is further
9	25 June 2015	The final changes made to paragraphs 5, 6 and 16 of the Draft Stipulation and to the Draft Order, as filed by the LBI Trustee on 25 June 2015	<p><u>Draft Stipulation:</u></p> <p>5. Within five days of the Approval Date, the Trustee shall pay Barclays \$777,000,000 out of the "Dedicated Reserve" (as defined in the LBIE Settlement Agreement) with respect to the Barclays LBIE ETD Claims. The Trustee shall not pay any interest on this amount. Barclays consents and agrees that upon payment by the Trustee of the \$777,000,000, <u>(i) the maximum aggregate <del>amount that BCI and/or Barclays Bank may recover from</del>undischarged liability of LBIE;</u> and/or the trustee of the UK statutory trust of client money arising under CASS 7 in relation to LBIE (including the "LBIE Client Money Trustee," as defined in the LBIE Settlement Agreement) <u>to BCI and/or Barclays Bank,</u> with respect to the Barclays LBIE ETD Claims shall automatically, unconditionally, and irrevocably be reduced by \$777,000,000 <u>and (ii) Barclays hereby releases LBIE (including the LBIE Client Money Trustee) with respect to the Barclays LBIE ETD Claims in such amount. For the avoidance of doubt, nothing herein affects, waives, releases or reduces Barclays' claim against LBIE to interest relating to the \$777,000,000 referenced in this Paragraph (or LBIE's defenses thereto), and nothing herein affects, waives, releases or reduces Barclays' LBIE ETD Claim against LBIE with respect to assets (and interest with respect thereto) in excess of the \$777,000,000 referenced in this Paragraph (or LBIE's defenses thereto).</u></p> <p>6. <del>Subject to</del><u>Except for the reduction in, and release of,</u> the maximum aggregate <del>amount of Barclays' recovery</del><u>undischarged liability of LBIE, and the receipt by Barclays of \$777,000,000,</u> with respect to the Barclays LBIE ETD Claims provided for by the third sentence of paragraph 5 hereof, <del>and subject to the releases in paragraphs 11 and 12 hereof,</del></p>

Row	Date	Context	Relevant Content
			<p>nothing in this Stipulation <del>affects Barclays' claim against LBIE to interest from</del> shall act as collateral estoppel, res judicata or judicial estoppel as between Barclays and LBIE relating to , or prejudice the \$777,000,000 referenced in merits of any rights, defenses or arguments of Barclays or LBIE against each other. The parties intend for LBIE (including the LBIE Client Money Trustee) to be entitled to rely on the third and fourth sentences of paragraph 5 <del>or any other balances (or interest relating thereto) held by LBIE</del> hereof, this paragraph 6, and the first sentence of paragraph 16, as a third party beneficiary thereof...</p> <p>[...]</p> <p>16. This Stipulation shall not be admissible in any litigation or other proceeding for any purpose other than enforcing its terms, provided that Barclays and/or LBIE may refer to or rely on this Stipulation, and it shall be admissible, in any litigation or other proceeding relating to Barclays' pursuit of and/or LBIE's defense against the claims referenced in <del>paragraph</del> paragraphs 5, 6 and 8 above. For the avoidance of doubt, nothing in this Stipulation is intended to waive, release, or otherwise preclude either Party from enforcing its rights under this Stipulation, and each Party agrees that the other Party may take any action available at law or in equity to enforce the terms of this Stipulation.</p> <p><u>Draft Order:</u></p> <p><u>WHEREAS, the Trustee and Barclays agreed in the Settlement Agreement that upon payment by the Trustee of the \$777,000,000 to Barclays (i) the maximum aggregate undischarged liability of Lehman Brothers International (Europe) (in administration) ("LBIE") and/or the trustee of the UK statutory trust of client money arising under CASS 7 in relation to LBIE (including the "LBIE Client Money Trustee," as defined in the LBIE Agreement) to Barclays with respect to the Barclays LBIE ETD Claims shall automatically, unconditionally, and irrevocably be reduced by \$777,000,000; and (ii) Barclays shall release LBIE (including the LBIE Client Money Trustee) with respect to the Barclays LBIE ETD Claims in such amount;</u></p>

Row	Date	Context	Relevant Content
			<p><u><i>WHEREAS, in furtherance of the Settlement Agreement between the Trustee and Barclays, the Trustee, on the one hand, and LBIE and the Joint Administrators, on the other hand, acknowledged and agreed that the Trustee's payment of the \$777,000,000 to Barclays pursuant thereto would reduce the Required Reserve Amount (as defined in the LBIE Agreement) to zero and the date of such payment shall constitute the Dedicated Reserve Termination Date (as defined in the LBIE Agreement), and that, upon the occurrence of the Dedicated Reserve Termination Date, all of the Trustee's obligations to LBIE (in any capacity, including without limitation as LBIE Client Money Trustee) and/or the Joint Administrators, and all obligations of LBIE (in any capacity, including without limitation as LBIE Client Money Trustee) and/or the Joint Administrators to the Trustee, under Article X of the LBIE Agreement would be deemed to be fully discharged and released;</i></u></p> <p><u><i>[...]</i></u></p> <p><u><i>ORDERED, that upon payment by the Trustee of the \$777,000,000, (i) the maximum undischarged liability of LBIE and/or the trustee of the UK statutory trust of client money arising under CASS 7 in relation to LBIE (including the LBIE Client Money Trustee) to BCI and/or Barclays Bank, with respect to the Barclays LBIE ETD Claims shall automatically, unconditionally, and irrevocably be reduced by \$777,000,000 and (ii) Barclays hereby releases LBIE (including the LBIE Client Money Trustee) with respect to the Barclays LBIE ETD Claims in such amount; and it is further</i></u></p> <p><u><i>ORDERED, that, for the avoidance of doubt, nothing in the Settlement Agreement or in this Order affects, waives, releases or reduces Barclays' claim against LBIE to interest relating to the \$777,000,000 referenced in the preceding paragraph (or LBIE's defenses thereto), and nothing in the Settlement Agreement or in this Order affects, waives, releases or reduces Barclays' LBIE ETD Claim against LBIE with respect to assets (and interest with respect thereto) in excess of the \$777,000,000 referenced in the preceding paragraph (or LBIE's defenses thereto); and it is further</i></u></p> <p><u><i>ORDERED, that except for the reduction in, and release of, the maximum aggregate undischarged liability of LBIE, and the receipt by Barclays of \$777,000,000, with respect to the Barclays LBIE ETD Claims provided for by the third sentence of paragraph 5 of the</i></u></p>



Row	Date	Context	Relevant Content
			<p><u>Settlement Agreement, nothing in the Settlement Agreement or in this Order shall act as collateral estoppel, res judicata or judicial estoppel as between Barclays and LBIE, or prejudice the merits of any rights, defenses or arguments of Barclays or LBIE against each other; and it is further</u></p> <p><u><b>ORDERED</b>, that LBIE (including the LBIE Client Money Trustee) is a third-party beneficiary entitled to rely on the third and fourth sentences of paragraph 5, paragraph 6 in its entirety and the first sentence of paragraph 16 of the Settlement Agreement; and it is further</u></p> <p><u><b>ORDERED</b>, that upon the payment of \$777,000,000 by the Trustee to Barclays in accordance with the Settlement Agreement, the Required Reserve Amount shall be reduced to zero and the Dedicated Reserve Termination Date shall occur, and, at such time, all of the Trustee's obligations to LBIE (in any capacity, including without limitation as LBIE Client Money Trustee) and/or the Joint Administrators, and all obligations of LBIE (in any capacity, including without limitation as LBIE Client Money Trustee) and/or the Joint Administrators to the Trustee, under Article X of the L BIE Agreement will be deemed to be fully discharged and released; and it is further</u></p>