

SETTLEMENT AND RELEASE AGREEMENT

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

Plaintiff/Claimant the Federal Deposit Insurance Corporation as Receiver for the 20 Closed Banks listed in Exhibit A to this Agreement (“FDIC-R”) and Defendant Deutsche Bank AG (“Deutsche Bank”) (each, a “Party,” and together, the “Parties”).

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

RECITALS

WHEREAS:

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

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

On March 14, 2014, the FDIC-R filed a complaint in the United States for money damages against, among others, Deutsche Bank. Those claims for damages are now pending in the United States District Court for the Southern District of New York in the action captioned *Federal Deposit Insurance Corporation As Receiver For Amcore Bank, et al. v. Bank of America Corporation, et al.*, No. 1:14-cv-1757-NRB (S.D.N.Y.), as part of the multi-district litigation proceeding entitled *In re LIBOR-Based Financial Instruments Antitrust Litigation*, No. 1:11-md-2262-NRB (S.D.N.Y.) (the “US Proceedings”). In addition, on March 10, 2017, the FDIC-R issued a claim in the Business and Property Courts of England and Wales, Chancery Division titled *Federal Deposit Insurance Corporation as Receiver for Amcore Bank, N.A. and Ors v Barclays Bank PLC & Ors*, FL-2017-000002 (the “English Proceedings”) (together with the US Proceedings, “the

Actions”). For completeness, the English Proceedings are pursued by the FDIC-R in its capacity as Receiver for all Closed Banks referred to in Exhibit A of this Agreement save for Washington Mutual Bank;

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

Deutsche Bank has denied and continues to deny any liability and maintains that it has meritorious defenses to liability and damages in the Actions;

In light of the allegations asserted in the Actions, the Parties acknowledge that contribution protections may be afforded to settling parties under applicable law including under the applicable law of England and Wales; and

The undersigned Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty and expense of further litigation;

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

SECTION I: PAYMENT TO THE FDIC-R

A. As an essential covenant and condition to this Agreement, on or before thirty (30) calendar days following the Effective Date, Deutsche Bank shall pay the FDIC-R the sum of \$20 million (the “Settlement Payment”). The Settlement Payment shall constitute a debt due and owing to the FDIC-R, an instrumentality, agency and/or other entity of the United States, on the Effective Date. The debt shall be discharged by payment in full to the FDIC-R.

B. Deutsche Bank shall deliver the Settlement Payment to the FDIC-R by electronic funds transfer pursuant to correct and complete written instructions, including a tax identification number and a valid completed Form W-9, to be provided by the FDIC-R contemporaneous with signing the Agreement.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the date

determined by Section I, subsection A above, then Deutsche Bank shall be in default of its payment obligation (“Default”) and interest shall accrue at the rate of five percent (5%) per annum or the rate calculated in accordance with 26 U.S.C. § 6621(a)(2), whichever rate is higher (“Default Interest Rate”) on the unpaid total (i.e., unpaid amount of Settlement Payment together with all accrued interest) until paid in full, and the FDIC-R, in its sole discretion, shall have the right to:

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

2. Enforce this Agreement, including without limitation, by the FDIC-R’s motion to summarily enforce the agreed-upon settlement by the Court entering judgment against Deutsche Bank for breach of this Agreement in the amount of the unpaid total (i.e., unpaid amount of Settlement Payment together with all accrued interest) together with the costs of collection and all of the FDIC-R’s reasonable attorney’s fees and costs incurred in enforcing the terms of this Agreement. In such event, Deutsche Bank waives and covenants not to plead, argue, or otherwise assert any defense, claim or counterclaim of any kind whatsoever except the defense of payment of the Settlement Payment, in part or in full, to an action or motion to enforce this Agreement and agrees to the exclusive jurisdiction and venue in the United States District Court for the Southern District of New York for any such motion; or

3. Terminate the Agreement by declaring it null and void, move to vacate any dismissal order, to which Deutsche Bank agrees to consent, and re-institute the Actions on the FDIC-R’s claims. Deutsche Bank further agrees to waive and covenants to not plead, argue, or otherwise assert any defense, claim or counterclaim of any kind whatsoever that did not exist or was otherwise unavailable as of one (1) calendar day prior to the Effective Date, except the defense of payment of the Settlement Payment, in part or in full; or

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

Any decision by the FDIC-R to extend the time, and any extension of time, under Section I.C.1 for delivery of the Settlement Payment or any decision by the FDIC-R to accept a portion of

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

SECTION II: DISMISSAL AND DISCONTINUANCE OF THE ACTIONS

A. In respect of the US Proceedings, within five (5) calendar days after the FDIC-R's receipt of the Settlement Payment, the FDIC-R shall file in the United States District Court for the Southern District of New York the Stipulation of Dismissal with Prejudice as set forth in Exhibit D, dismissing all claims asserted against Deutsche Bank in the US Proceedings with prejudice and without costs to either Party.

B. In respect of the English Proceedings:

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

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

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

any such costs.

4. For the avoidance of doubt, this Section II, subsection B applies only to the English Proceedings as they relate to Deutsche Bank. It does not require the FDIC-R to discontinue or otherwise compromise the claims it has brought against the other defendants to the English Proceedings save as expressly provided in Section III.

SECTION III: RELEASES

A. The FDIC-R's Releases.

Upon receipt of the Settlement Payment in full and except as provided in Section III.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges Deutsche Bank and its respective past or present parents, subsidiaries, and affiliates, and its respective current and former officers, directors, employees, agents, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that (1) arise from or relate in any way to any conduct alleged or that could have been alleged in the Actions, or (2) arise from the Actions and/or the factual predicate of the Actions ("Released Claims").

B. Deutsche Bank's Reciprocal Release.

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

C. Release of Unknown Claims.

Each of the FDIC-R and Deutsche Bank acknowledges that it has been advised by its attorneys concerning, and is familiar with, California Civil Code Section 1542 and, to the extent applicable, expressly waive any and all provisions, rights, and benefits conferred by California

Civil Code Section 1542 or any law of any other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to the provisions of the California Civil Code Section 1542, including that provision itself, which reads as follows:

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

The Parties acknowledge that inclusion of the provisions of this Section III, subsection C in this Agreement was a material and separately bargained-for element of this Agreement. The Parties further acknowledge that the releases granted herein are specific releases limited to those claims released in III.A-C, not general releases.

D. Exceptions from Releases by the FDIC-R.

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

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

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

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

2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the

jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement or other proceedings seeking removal, prohibition, or any other relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person or entity.

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

SECTION V: SETTLEMENT ALLOCATION

A. Should the FDIC-R obtain any money judgment against any defendant in the Actions, the Parties agree that the sum of \$5 million shall be allocated from the Settlement Payment to the FDIC-R's claim for principal damages in the English Proceedings and US Proceedings suffered by the Closed Banks listed in Exhibit A to this Agreement, excluding principal damages suffered by Washington Mutual Bank ("Allocation"). The Allocation is made as a full and final Allocation between the FDIC-R and Deutsche Bank. It is made without prejudice to such rights as Deutsche Bank may have to contend, in any separate and subsequent proceedings brought against it by any other defendants in the Actions for contribution, indemnification, or similar relief, that a different amount should be reflected as Deutsche Bank's just and equitable share of any loss for which it is jointly and severally liable. The FDIC-R reserves the right in respect of the remainder of the Settlement Payment to allocate it in due course against any non-settling defendant(s) including for any claim(s) for costs, interest, damages, loss or any other remedy as the FDIC-R so determines.

SECTION VI: REPRESENTATIONS AND ACKNOWLEDGMENTS

A. Authorized Signatories. All of the undersigned persons represent and warrant that they are Parties hereto or are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to bind such Party to each and every provision of

this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective trustees, administrators, representatives, successors and assigns.

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

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

SECTION VII: REASONABLE COOPERATION AND CONTINUED LITIGATION

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

B. As part of the consideration for the dismissal of the Actions against Deutsche Bank and the release of the claims, Deutsche Bank shall provide only the cooperation as set forth in the attached Exhibit B. For the avoidance of doubt, nothing in this Agreement waives the FDIC-R's right to take additional discovery in the Actions against any other party or non-party.

C. FDIC-R is aware that Deutsche Bank is a defendant in other U.S. Dollar LIBOR litigation that is also part of the multi-district litigation proceeding entitled *In re LIBOR-Based Financial Instruments Antitrust Litigation*, No. 1:11-md-2262-NRB (S.D.N.Y.), brought by another plaintiff asserting claims whose allegations and issues overlap with those asserted by FDIC-R. FDIC-R recognizes Deutsche Bank's right and need to defend itself in such other litigation, including working with co-defendants and jointly retained experts. FDIC-R agrees that Deutsche Bank may defend itself, and also join in joint defense efforts, including discovery, pleadings, arguments, experts, hearings, trial, and appeals, notwithstanding that such defense may involve pursuing arguments and other litigation methods and strategies that are contrary to the

positions and interests of FDIC-R in pursuing its claims on behalf of the Closed Banks against non-settling defendants. Deutsche Bank will exclude itself from joint defense efforts that solely relate to claims (released herein as to Deutsche Bank) asserted by FDIC-R.

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

SECTION VIII: OTHER MATTERS

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

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

C. Choice of Law/Jurisdiction. This Agreement shall be interpreted, construed, and enforced according to applicable federal law, or in its absence, the laws of the State of New York (without giving effect to conflict of laws principles to the extent such principles may call for the application of the substantive law of another jurisdiction). For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement

and shall not, therefore, be construed against any Party for that reason in any subsequent dispute. All Parties hereto submit to the exclusive personal jurisdiction and venue of the United States District Court for the Southern District of New York for purposes of implementing and enforcing the settlement embodied in this Agreement save that Section II.B and Section III may also be enforced by Deutsche Bank in the Court of England and Wales.

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

If to the FDIC-R: James R. Martin, Zelle LLP, 1875 Pennsylvania Avenue, Suite 375, Washington, DC 20006, 202-499-4100, jmartin@zellelaw.com.

If to Deutsche Bank: Aidan Synnott, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, 212-373-3213, asynnott@paulweiss.com.

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed

by each of them or their duly authorized representatives on the dates hereinafter subscribed.

FEDERAL DEPOSIT INSURANCE CORPORATION AS
RECEIVER FOR 20 CLOSED BANKS

Date: _____

PATRICIA
By: **BUTLER**
Patricia G. Butler
Counsel FDIC-R
3501 N. Fairfax Drive
Arlington, VA 22226
Tel: 703-516-5798
patbutler@fdic.gov

Digitally signed by
PATRICIA BUTLER
Date: 2025.04.16
09:16:06 -04'00'

Date: 4/16/25

DEUTSCHE BANK AG

(b)(6)

(b)(6) (b)(6)
By: (b)(6)
Aidan Synnott
Paul, Weiss, Rifkin, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Tel: 212-373-3213
asynnott@paulweiss.com

EXHIBIT A

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

EXHIBIT B

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

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

A. Any documents, declarations, affidavits, deposition testimony, and information provided to the FDIC-R pursuant to this provision shall be covered by the protective orders in effect in the Actions (being, as at the date of this Agreement, the Amended Stipulation and Protective Order entered May 12, 2016 in the US Proceedings, and the Further Amended Consent Confidentiality Ring Order entered February 7, 2023 in the English Proceedings ("FACRO")).

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

C. The information provided by Deutsche Bank may be utilized by the FDIC-R or its

counsel to assist in the prosecution of the Actions against any non-settling defendant related to any Released Claim and not for any other purpose whatsoever.

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

Documents: Within ten (10) business days of the Effective Date, Deutsche Bank shall produce to the FDIC-R, to the extent not already produced, all documents dated or created between August 9, 2007 and May 31, 2010 produced by it to other parties in any other action in the multi-district litigation proceeding entitled *In re LIBOR-Based Financial Instruments Antitrust Litigation*, No. 1:11-md-2262-NRB (S.D.N.Y.) (“U.S. Dollar LIBOR MDL”); provided, however, that, other than FDIC-R’s access to borrowing data already produced by Deutsche Bank, transactional data related to customers of Deutsche Bank and its subsidiaries or affiliates, other than the Closed Banks, including but not limited to data and other records of transactions, communications, and agreements with such other customers, shall not be produced, accessible, or made available to FDIC-R, absent Deutsche Bank’s consent, or a successful motion to resolve any remaining dispute about the relevance of such data, an issue on which FDIC-R will have the burden. For any documents produced by Deutsche Bank to other parties in any other action in the above-captioned U.S. Dollar LIBOR MDL after the Effective Date, Deutsche Bank shall produce such documents to the FDIC-R, to the extent not already produced, within ten (10) business days of their production. For purposes of clarity, the term “document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Federal Rule of Civil Procedure 34(a)(1)(A). Once produced to the FDIC-R in the US Proceedings, Deutsche Bank will give disclosure of any such documents in the English Proceedings pursuant to paragraph 3 of the Third CMC Order of Mr Justice Zacaroli dated 5 December 2022.

Depositions: The FDIC-R is not permitted to notice or subpoena Deutsche Bank,

including its current or former employees, or make any other request from Deutsche Bank, for any additional fact or company witness deposition in the U.S. Dollar LIBOR MDL.

Authentication of Documents: Deutsche Bank will use its reasonable best efforts to assist the FDIC-R in authenticating documents that Deutsche Bank produced in the Actions, including by stipulation, where the facts indicate that the documents and/or things at issue are authentic.

Testimony at Trial: Deutsche Bank shall comply in good faith with its obligations to make witnesses available to testify at trial (whether in the US Proceedings or the English Proceedings) pursuant to any valid trial subpoenas and/or summons issued by the FDIC-R in accordance with the requirements of Rule 45 of the Federal Rules of Civil Procedure and any other applicable rules or orders (including the applicable rules and orders in the English Proceedings).

Additional Information: Deutsche Bank shall respond to reasonable requests for additional relevant information (not depositions or discovery requests) about FDIC-R's claims in the Actions, taking into account the information it has or will produce in discovery, and whether providing the requested information will be burdensome.

Change in Confidentiality Designation under the FACRO: Deutsche Bank shall promptly respond to and will not unreasonably withhold consent to any request by the FDIC-R to re-designate as "not confidential" any documents disclosed by Deutsche Bank in the English Proceedings which are as of the Effective Date designated as Outer Confidentiality Ring Information or Inner Confidentiality Ring Information.

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

EXHIBIT C

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
FINANCIAL LIST

FL-2017-000002

Before:

Date:

B E T W E E N :

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

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

Claimant

-and-

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

Defendants

**CONSENT ORDER BETWEEN THE CLAIMANT AND THE SIXTH
DEFENDANT**

UPON the Claimant serving a Notice of Discontinuance against the Sixth Defendant on **[DATE]**
(Notice of Discontinuance)

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

AND UPON the Claimant and the Sixth Defendant having agreed to the terms of this Order.

IT IS ORDERED BY CONSENT THAT:

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

EXHIBIT D

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

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

STIPULATION OF DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED between Plaintiff the Federal Deposit Insurance Corporation, as Receiver for 20 Closed Banks (“FDIC-R”), and Defendant Deutsche Bank AG that all of FDIC-R’s respective claims against Deutsche Bank AG are hereby dismissed with prejudice from the above-captioned action, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), without interest to any party and with each party to bear its own attorneys’ fees and costs.

Dated: May __, 2025

James R. Martin
Jennifer Duncan Hackett
ZELLE LLP
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Washington, DC 20006
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jmartin@zellelaw.com
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asynnott@paulweiss.com
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Counsel for Deutsche Bank AG

SO ORDERED:

Date:

Hon. Naomi Reice Buchwald
United States District Judge