

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

**If You Are a U.S.-Headquartered Lending Institution
That Owned, Held, Purchased or Sold a Loan or an Interest
in a Loan With Interest Payable to You at a Rate Based Upon
U.S. Dollar LIBOR Anytime Between August 1, 2007 and May 31, 2010,**

You May Be Eligible for a Payment from a Settlement Totaling \$425,000.

Impacts lending institutions that originated loans, held loans, held interests in loans, owned loans, owned interests in loans, purchased loans, purchased interests in loans, sold loans, or sold interests in loans with interest rates based upon U.S. Dollar LIBOR, which rates adjusted at any time between August 1, 2007 and May 31, 2010 (see Question 8).

*A United States federal court authorized this notice. This is **not** a solicitation from a lawyer.*

- In a class-action lawsuit about alleged manipulation of the London Interbank Offered Rate (“LIBOR”), a Settlement has been reached with Deutsche Bank AG (“Deutsche Bank” or the “Settling Defendant”). The lawsuit claims that the Settling Defendant and the Non-Settling Defendants (*see* Question 2) unlawfully manipulated U.S. Dollar LIBOR, artificially lowering the rate and causing class members to lose money in connection with loans and transactions regarding loans that paid interest based upon U.S. Dollar LIBOR.
- You are included in the Settlement if you are a U.S.-headquartered lending institution that originated loans, held loans, held interests in loans, owned loans, owned interests in loans, purchased loans, purchased interests in loans, sold loans, or sold interests in loans with interest rates based upon U.S. Dollar LIBOR, which rates adjusted at any time between August 1, 2007 and May 31, 2010. Class Members will release claims through the Settlement only against Settling Defendant and their affiliates, officers, directors, employees, and other related persons; the Settlement does not impact claims in the lawsuit against the Non-Settling Defendants, and the lawsuit is ongoing.
- The loans affected include, among others: U.S. Dollar LIBOR-based loans that include a term, provision, or obligation or right to receive interest payments based on U.S. Dollar LIBOR. The Settlement does **not** include other types of U.S. Dollar LIBOR-based instruments such as interest rate swaps or bonds.
- **Your legal rights are affected even if you do nothing. Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
ALREADY SUBMITTED A VALID PROOF OF CLAIM IN PRIOR SETTLEMENT?	You need not submit a claim form now if you previously submitted a valid proof of claim in the prior settlements with Citibank, N.A., Citigroup Inc., HSBC Bank plc, HSBC Holdings plc, Barclays Bank plc, JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., Bank of America Corporation, Bank of America, N.A. and UBS AG in the Lender Action. The claims administrator will use the information already on file.
IF YOU DID NOT PREVIOUSLY SUBMIT A CLAIM - SUBMIT A CLAIM	This is the only way to get a payment if you did not submit a valid Proof of Claim to the Claims Administrator in connection with the previous settlements in the Lender Action. See Question 14.
ASK TO BE EXCLUDED	You will get no monetary benefits from the Settlement. This is the only option that allows you to retain any claims released by the Settlement against Settling Defendant about U.S. Dollar LIBOR manipulation and other claims at issue in this case. See Question 18.
OBJECT	If you wish to object to the Settlement, or anything else referenced in this Notice, you must file a written objection. See Question 21.
GO TO A HEARING	You may also request to be heard at the Fairness Hearing. See Question 25.
DO NOTHING	<p>If you already sent a valid Proof of Claim in connection with the previous settlements in the Lender Action, and wish to receive a payment in connection with this Settlement, you are encouraged to do nothing. The Claims Administrator will process your claim using the information previously submitted.</p> <p>If you did not previously submit a valid Proof of Claim in connection with the previous settlements in the Lender Action and do nothing now, you will forfeit your right to get a monetary benefit from the Settlement.</p> <p>Regardless of whether you sent in (or now send in) a Proof of Claim, unless you exclude yourself, you will give up your rights to assert claims released by the Settlement against Settling Defendant about U.S. Dollar LIBOR manipulation claims at issue in this case.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court will decide whether to approve the Settlement. Payments will only be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Questions? Visit www.LendersLiborSettlements.com or call toll-free at 1-833-609-9716

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement in this class-action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Naomi Reice Buchwald of the United States District Court for the Southern District of New York is overseeing this case. This litigation has been consolidated within *In re LIBOR-Based Financial Instruments Antitrust Litigation*, MDL No. 2262, and the Settlement relates to an action referred to as the “Lender Action” because it involves plaintiffs who originated loans, held loans, held interests in loans, owned loans, owned interests in loans, purchased loans, purchased interests in loans, sold loans, or sold interests in loans with interest rates based upon U.S. Dollar LIBOR, which rates adjusted at any time between August 1, 2007 and May 31, 2010 (the “Class Period”).

2. What is this lawsuit about?

Banks on the U.S. Dollar LIBOR panel (and their affiliates) around the world were sued by lending institutions (“Plaintiffs”) who claim that the banks manipulated U.S. Dollar LIBOR during the financial crisis, artificially lowering the rate. Plaintiffs claim that Settling Defendants and other banks manipulated U.S. Dollar LIBOR, and that, as a result, institutions that originated, held, purchased or sold loans or interests in loans tied to U.S. Dollar LIBOR did not receive as much interest payments for their U.S. Dollar LIBOR-based loans or interests in loans as they should have and/or paid more or received less than they should have in connection with such transactions. Settling Defendant and the Non-Settling Defendants deny these claims and maintain they did nothing wrong. Plaintiffs in the Lender Action have brought (a) common-law fraud and (b) conspiracy to commit fraud claims against Settling Defendant and the Non-Settling Defendants.

The Court has denied a motion to dismiss the fraud claims asserted by The Berkshire Bank against certain Defendants, but the Court has dismissed the fraud claims asserted by the Government Development Bank for Puerto Rico as barred by the statute of limitations. Moreover, on February 28, 2018, the Court denied The Berkshire Bank’s motion for class certification. In so doing, the Court held, among other things, that a class action is not appropriate because (i) common issues do not predominate over individual ones; (ii) class-action status would not be superior to the maintenance of individual actions; and (iii) the proposed class representative, The Berkshire Bank, did not meet the adequacy of representation requirements imposed by Fed. R. Civ. P. 23(a)(4). Aside from class Settlements, The Berkshire Bank is continuing to pursue only its individual claims. The Berkshire Bank petitioned the Court of Appeals for the Second Circuit to review the Court’s denial of class certification. The Court of Appeals denied that petition. Given the Court of Appeals’ decision, the only remaining avenue for reversal of the denial of The Berkshire Bank’s motion for class certification is an appeal taken after the entry of final judgment on the merits. Accordingly, settlements are likely to be the only way that Lender Class Members will achieve any recovery through the Lender Action. Plaintiffs are currently appealing certain of the Court’s orders.

Previous settlements resolving the claims against Citibank, N.A., Citigroup Inc., HSBC Bank plc, HSBC Holdings plc, Barclays Bank plc, and JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., Bank of America Corporation, Bank of America, N.A. and UBS AG, were granted final approval on December

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20, 2018 and May 26, 2020. In the meantime, Plaintiffs continued to pursue the Lender Action against the remaining defendants.

A Settlement has been reached with Deutsche Bank and that is why you are receiving this Notice. The Settlement does not impact claims in the lawsuit against the Non-Settling Defendants, and the lawsuit is ongoing as an individual action.

In addition to the Settling Defendant the other named Defendants are:

- Bank of America Corporation;
- Bank of America, N.A.;
- Bank of Tokyo Mitsubishi UFJ Ltd.;
- Barclays Bank plc;
- British Bankers' Association, BBA Enterprises Ltd, and BBA LIBOR Ltd;
- Citibank, N.A. and Citigroup Inc.;
- Coöperatieve Centrale Raiffeisen Boerenleenbank B.A.;
- Credit Suisse Group AG;
- JPMorgan Chase & Co.;
- JPMorgan Chase Bank. N.A.
- Lloyds Banking Group PLC;
- HBOS PLC;
- HSBC Bank plc and HSBC Holdings plc;
- Royal Bank of Canada;
- The Norinchukin Bank;
- The Royal Bank of Scotland Group PLC;
- UBS AG;
- WestLB AG; and
- Westdeutsche Immobilienbank AG.

3. Are there any related lawsuits?

Yes. There are many cases involving similar facts and allegations that have been consolidated as a multi-district litigation (“MDL”) in the U.S. District Court for the Southern District of New York, entitled: *In re LIBOR-Based Financial Instruments Antitrust Litigation*, 11-MD-2262. The Settlement is made with Plaintiffs in the Lender Action only.

4. What is a class action?

In a class action, “Class Representatives” sue on behalf of themselves and others with similar claims, who together are the “Class” or “Class Members.” In this Settlement, the Class Representatives are The Berkshire Bank and the Government Development Bank for Puerto Rico. In a class action, one court action resolves the issues for all Class Members, except for those who exclude themselves from the Class. While The Berkshire Bank and Government Development Bank for Puerto Rico represented the Class in negotiating the Settlement, the Court has ruled that The Berkshire Bank did not meet the adequacy of representation requirements imposed by Fed. R. Civ. P. 23(a)(4).

5. Why did the Parties settle?

The Parties have engaged in lengthy negotiations and Plaintiffs and Settling Defendant have agreed to the Settlement. By agreeing to settle, the Parties avoid the costs and uncertainty of further litigation, and the people affected will get a chance to receive compensation. The Class Representatives and their attorneys think the Settlement is best for all Lender Class Members. The proposed Settlement does not mean that any law was broken or that Settling Defendant did anything wrong.

WHO IS IN THE SETTLEMENT?

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

You are included in the Settlement if you (lending institution) are:

- Headquartered in the United States, including United States territories; and
- Originated loans, held loans, held interests in loans, owned loans, owned interests in loans, purchased loans, purchased interests in loans, sold loans, or sold interests in loans with interest rates based upon U.S. Dollar LIBOR (“U.S. Dollar LIBOR-Based Loans”), which rates adjusted at any time between August 1, 2007 and May 31, 2010 (*see* Question 8).

You are **not** a member of the Class, even if you meet the above criteria, if you are:

- One of the Defendants or alleged co-conspirators or their employees, officers, or directors;
- One of the Defendants’ parent companies, subsidiaries, affiliates, legal representatives, heirs, successors, assigns, or any person acting on their behalf;
- An entity in which any Defendants have a controlling interest;
- Any judicial officers presiding over the Lender Action and the members of his/her immediate families and judicial staff.

Investment vehicles (defined below) are not excluded from the Class solely because they are, or are managed by, affiliates or subsidiaries of the Defendant. “Investment vehicles” are any investment company, separately managed account or pooled investment fund, including, but not limited to: (i) mutual fund families, exchange-traded funds, fund of funds and hedge funds; and (ii) employee benefit plans.

7. What is the London Interbank Offered Rate (LIBOR)?

U.S. Dollar LIBOR is based upon the rates at which each individual bank on the U.S. Dollar LIBOR panel could borrow funds, were it to do so by asking for and then accepting inter-bank offers in reasonable market size, just prior to 11:00 am London time, and is calculated as the average of the middle eight contributed rates by the sixteen panel banks each day. It is a reference point for determining certain interest rates for certain financial instruments worldwide. LIBOR rates are calculated for several currencies, such as U.S. Dollars, and several borrowing periods, ranging from overnight to one year. They are published each business day. The Settlement and litigation only involve U.S. Dollar LIBOR.

8. What U.S. Dollar LIBOR-based instruments are covered by the Settlement?

The Settlement relates to U.S. Dollar LIBOR-based loans that include any term, provision, obligation or right to be paid or to receive interest based upon U.S. Dollar LIBOR.

9. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-833-609-9716 with questions or visit www.LendersLiborSettlements.com. You may also write with questions to Lenders LIBOR Settlements, c/o JND Legal Administration, P.O. Box 91347, Seattle, WA 98111.

THE SETTLEMENT'S BENEFITS

10. What does the Settlement provide?

The Settlement with the Settling Defendant will create a \$425,000 Settlement Fund that will be used to pay eligible Class Members who submit valid claims. The cost to administer the Settlement, attorneys' fees, and the payment to the Class Representatives will come out of the Settlement Fund (see Question 20).

More details are in the Settlement Agreement, which is available at www.LendersLiborSettlements.com.

11. How much will my payment be?

The Settlement Fund will be distributed to settlement class members *pro rata*, in proportion to a reasonable estimate of their damages, after deduction of any fees and expenses (see Question 20). This distribution will be made pursuant to a Plan of Distribution, which is available at www.LendersLiborSettlements.com. The Plan of Distribution provides that each Class Member will receive a *pro rata* distribution, based on the reduced interest the Class Member received during the Class Period as a result of the alleged suppression. A chart showing the applicable amount of alleged suppression during the Class Period is available on the website, and it is based on expert modeling the Plaintiffs have used in support of their litigation. Class Members will have the option to comment or object to any portion of the Plan of Distribution at the Fairness Hearing. The Settlement Agreement will remain in place if the Court rejects or alters the proposed Plan of Distribution, but otherwise approves the Settlement.

12. When will I receive my payment?

Class Members who are entitled to payments will receive their payments after the Court grants final approval to the Settlement and after any appeals are resolved (see "The Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

13. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you will give up your right to sue Settling Defendant for the claims being resolved by these Settlement. The specific claims you are giving up against Settling Defendant and all related parties are called “Released Claims” and are set forth in the Proposed Order for Final Approval of the Settlement:

Any and all manner of claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), of every nature and description, whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), whether based on federal, state, local, statutory or common law, in equity, or on any other law, rule, regulation (including Rule 11 of the Federal Rules of Civil Procedure), ordinance, contract, or the law of any foreign jurisdiction, whether fixed or contingent, known or unknown, suspected or unsuspected, asserted or unasserted, matured or unmatured, arising from or relating in any way to the origination, ownership, purchase, or sale of loans (or interests in loans, including through mortgage-backed securities, home or business loans, or other instruments) with interest rates tied to LIBOR which adjusted during the Class Period, and the acts, facts, statements, or omissions that were or could have been alleged or asserted by Lender Plaintiffs or any member of the Settlement Class in the Lender Action or in any other action in any court or forum, which any Releasing Party ever had, now has, or hereafter may have against the Released Parties (whether directly, derivatively, representationally, or in any other capacity), from the beginning of time.

Upon court approval of the Settlement, you will be “releasing” Deutsche Bank and all related persons or entities as described in the Settlement Agreement and the Proposed Final Judgment and Order of Dismissal with Prejudice granting Final Approval to the Settlement. These documents are available at www.LendersLiborSettlements.com. Please read these documents carefully. If you have any questions you can contact the law firm listed in Question 19 for free or you can, of course, speak with your own lawyer.

HOW TO RECEIVE A PAYMENT

14. How can I receive a payment?

Class Members who already submitted a valid Proof of Claim to the Claims Administrator in connection with the previous settlements in the Lender Action should not submit one now. The Claims Administrator will use the information already on file to ascertain your eligibility for the Settlement.

Class Members who did not submit a valid Proof of Claim to the Claims Administrator in connection with the previous settlements in the Lender Action must submit acceptable Proofs of Claim in connection with this Settlement in order to share in the Settlement proceeds

To be eligible for a payment, you will need to complete and submit a proof of claim by **February 8, 2021**. Claims may be submitted online at www.LendersLiborSettlements.com. If you submit a proof of

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claim with your contact information, you will receive future notifications containing additional important information, including with respect to any future settlements. You may also download and mail your completed proof of claim to:

Lenders LIBOR Settlements
c/o JND Legal Administration
P.O. Box 91347
Seattle, WA 98111

15. What if my claim is rejected?

The Settlement provides a process for Class Members to contest the rejection of a claim. You will get further details in the letter you receive after your claim has been processed. If your claim is rejected, you may request a review. You will need to do so in writing and submit reasons for why you are contesting the rejection along with any supporting documentation. If your dispute cannot be resolved, it may be presented to the Court for review. The Court's decision will be final and binding. More details are in the Settlement Agreement, which is available at www.LendersLiborSettlements.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in the Settlement, and you want to keep the right to sue Deutsche Bank about the issues in this case, then you must exclude yourself, or "opt out" of, the Class.

16. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must mail a letter or other written document to the Settlement Administrator ("Request for Exclusion").

A Request for Exclusion must:

- Be in writing;
- Be signed by you or your authorized representative;
- State your name, address, and phone number;
- Include (1) proof of membership in the Class and (2) a signed statement that "I/we hereby request that I/we be excluded from the proposed Lender Class in the *In re LIBOR-Based Financial Instruments Antitrust Litigation*, MDL No. 2262";
- List and provide documentation regarding any instruments held by you within the Settlement Class definition, including the origination, purchase, receipt of, holding or sale of any interest in all loans with interest rates based on USD LIBOR during the Class Period, including any loans issued to you during the Class Period. Such documentation should also demonstrate any amounts paid or received in connection with such loans during the Class Period, including the interest received or paid during the Class Period for such loans; and
- Be mailed to the Claims Administrator at the address provided below and postmarked no later than **February 8, 2021** or any other date set by the Court.

Questions? Visit www.LendersLiborSettlements.com or call toll-free at 1-833-609-9716

You must also provide any other information reasonably requested by the Claims Administrator. You must mail your Request for Exclusion, postmarked no later than **February 8, 2021**, to Lenders LIBOR Settlements, c/o JND Legal Administration, P.O. Box 91347, Seattle, WA 98111.

17. If I do not exclude myself, can I sue Deutsche Bank for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Deutsche Bank for the claims that you released through the Settlement.

18. If I exclude myself, can I still get a payment from these Settlement?

No. You will not get a payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the case?

The Court has appointed the Pomerantz LLP law firm to represent all Lender Class Members as interim “Class Counsel.” The firm can be contacted at:

Jeremy A. Lieberman
POMERANTZ LLP
600 Third Avenue
20th Floor
New York, NY 10016

You will not be charged for contacting this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees up to one-third of the \$425,000 Settlement Fund as well as reimbursement for costs and expenses. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees to award. Class Counsel may choose to share part of any attorneys’ fees awarded by the Court with Mordchai Krausz, Esq., in accordance with the level of his work and responsibility in the prosecution of this Action. Class Counsel’s choice to share any of the attorneys’ fees awarded by the Court is not subject to Court approval and it will not influence the amount of attorneys’ fees awarded to Class Counsel by the Court.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court if I object to the Settlement?

If you are a member of the Lender Class, you may object to any portion of the Settlement. To object, you must submit a letter or other written document that includes the following:

Questions? Visit www.LendersLiborSettlements.com or call toll-free at 1-833-609-9716

- Your name, address, and telephone number;
- A statement saying that you object to the Lender Class Settlement in *In re LIBOR-Based Financial Instruments Antitrust Litigation*, MDL No. No. 2262;
- Whether you plan to appear at the Fairness Hearing (*see* Question 24);
- Proof of membership in the Class, including documentation evidencing that you originated loans, held loans, held interests in loans, owned loans, owned interests in loans, purchased loans, purchased interests in loans, sold loans, or sold interests in loans with interest rates based upon U.S. Dollar LIBOR between August 1, 2007 and May 31, 2010;
- The specific reasons you object to the Settlement, along with any supporting materials or documents that you want the Court to consider; and
- Your signature.

The objection must be mailed to the addresses listed below with a postmark no later than **February 22, 2021**.

COURT	LENDER CLASS COUNSEL
Hon. Naomi Reice Buchwald Daniel Patrick Moynihan United States Courthouse 500 Pearl Street New York, NY 10007	Jeremy A. Lieberman Pomerantz LLP 600 Third Avenue, 20th Floor New York, NY 10016
	DEUTSCHE BANK'S COUNSEL
	Elizabeth M. Sacksteder Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019

If your objection is not postmarked by the deadline and does not include the information listed above, it will not be valid.

22. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affect you.

THE FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at **11:00 a.m.** on **March 15, 2021**, at the Daniel Patrick Moynihan United States Courthouse, Southern District of New York, 500 Pearl Street, New York, NY 10007, Courtroom 21A. The Court may move the hearing to a different location or time without additional notice. Updated information can be obtained at www.LendersLiborSettlements.com or by calling 1-833-609-9716. At this hearing, the Court will consider whether the Settlement, Plan of Distribution, and any proposed fees and expenses are fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court will also address Class Counsel's request for attorneys' fees and reimbursement for costs and expenses. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

24. Do I have to attend the hearing?

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

25. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To speak at the Fairness Hearing, you must send a letter or other written document saying that the letter or document is your "Notice of Intention to Appear" in the Lender Class Settlement Fairness Hearing in *In re LIBOR-Based Financial Instruments Antitrust Litigation*, MDL No. 2262. Be sure to include your name, address, telephone number, and signature. You must send your "Notice of Intention to Appear" to the addresses listed in Question 21, so that it is postmarked no later than **February 22, 2021**.

GETTING MORE INFORMATION

26. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.LendersLiborSettlements.com. You also may write with questions to Lenders LIBOR Settlements, c/o JND Legal Administration, P.O. Box 91347, Seattle, WA 98111, or call the toll-free number, 1-833-609-9716. You can also get a proof of claim at the website, or by calling the toll-free number, 1-833-609-9716.