



FOR INTERNAL USE ONLY

Claim No: 41112025

Control No: 215

ELECTION TO PARTICIPATE IN
SETTLEMENT WITH BARCLAYS BANK PLC AND BARCLAYS CAPITAL INC.

YOUR SUBMISSION MUST BE POSTMARKED NO LATER THAN MARCH 10, 2017

SAN BENITO COUNTY, hereby elects to participate in the Settlement Agreement Among the Attorneys General of the States and Commonwealths of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and Barclays Bank PLC and Barclays Capital Inc., dated August 8, 2016. The Attorneys General of Indiana and Louisiana are also parties to the Settlement Agreement.

By signing below, I am confirming that: (1) I have authority to act on behalf of the Eligible Counterparty; and (2) the Eligible Counterparty was the counterparty to each of the Benchmark Interest Rate Financial Instruments listed in Attachment A.

County of San Benito

Print or Type Name of Counterparty

Signature

Ray Espinosa, County Administrative Officer

Title and Capacity of Person Signing

3/14/17

Date

481 Fourth St., Hollister, CA 95023

Address

831-636-4000

Phone Number

R.espinosa@cosb.us, with a copy to: bthompson@cosb.us

Email Address

RELEASE BY ELIGIBLE COUNTERPARTIES

This release executed this 14th day of March, 2017 by the Releasor (as defined below) in favor of the Releasee (as defined below).

DEFINITIONS

1. "CFTC Order" shall mean the settlement reached between Barclays PLC, Barclays Bank PLC, Barclays Capital Inc. and the U.S. Commodity Futures Trading Commission ("CFTC"), which is memorialized in an order, dated June 27, 2012.
2. "DOJ Settlement" shall mean the settlement reached between Barclays Bank PLC and the U.S. Department of Justice, which is memorialized in a Non-Prosecution Agreement, an addendum and amendment, dated June 26, 2012, September 28, 2012 and June 17, 2014, respectively.
3. "FSA Final Notice" shall mean the final notice issued by the U.K. Financial Services Authority (the "FSA") to Barclays dated June 27, 2012.
4. "Releasor" shall mean SAN BENITO COUNTY and any of its divisions, affiliates, subsidiaries, groups, associates, general or limited partners or partnerships, predecessors, successors or assigns, including, without limitation, any of their respective present officers, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of Releasor.
5. "Releasee" shall mean Barclays Bank PLC, and any and all of its parents, subsidiaries, divisions, groups, affiliates and partnerships, including without limitation, Barclays PLC and Barclays Capital Inc., and any of their respective current or former officers, directors, employees and agents (collectively, "Barclays").
6. "Relevant Conduct" shall mean (i) the conduct set forth in the Allegations in the Settlement Agreement; and (ii) any and all conduct alleged or set forth in the CFTC Order, DOJ Settlement or FSA Final Notice.
7. "Benchmark Interest Rate Financial Instrument" shall mean any and all financial instruments or transactions in which the interest rate, settlement amount, or any other payment term references LIBOR or Euribor, including but not limited to interest rate swaps, forward rate agreements, futures, options, structured products, auction rate securities, collateralized debt obligations, fixed income instruments, floating rate notes, mortgage-backed securities, and variable rate bonds.
8. "Settlement Agreement" shall mean the Settlement Agreement by and between Barclays Bank PLC, Barclays Capital Inc. and the Attorneys General of the States and Commonwealths of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and of all other states, territories and commonwealths who join the Settlement Agreement as provided for therein, dated August 8, 2016.
9. "Effective Date" shall mean the Effective Date of the Settlement Agreement.

RELEASE

10. In consideration of the receipt by Releasor of \$10,647.54 relating to one or more Benchmark Interest Rate Financial Instruments, payment of which is made by Barclays in accordance with the terms of the Settlement Agreement, Releasor hereby releases Releasee from all civil claims, counterclaims, cross-claims, setoffs, civil causes of action of any type (whether common law, equitable, statutory, regulatory or administrative, class, individual or otherwise in nature, and whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured) and claims for damages, restitution, disgorgement, or rescission, and liabilities of any nature, including, but not limited to, costs, fines, debts, expenses, penalties and attorneys' fees, known or unknown, that it has against the Releasee, arising out of the Relevant Conduct during the period of January 1, 2005 through December 31, 2009, including, but not limited to, any and all claims that have been or could be asserted in (a) any action that has been transferred to the U.S. District Court for the Southern District of New York or the U.S. District Court for the Central District of California for coordination or consolidation in *In re LIBOR-Based Financial Instruments Antitrust Litigation* (No. 11-md-2262), *Laydon v. Mizuho Bank, Ltd. et al.* (No. 12-cv-3419), *Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al.* (No. 15-cv-05844), *Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al.* (No. 15-cv-03538), *Galope v. Deutsche Bank*

National Trust Company et al. (No. 12-cv-00323) or *Sullivan et al. v. Barclays PLC et al.* (No. 13-cv-2811); (b) any action that is subsequently transferred to the U.S. District Court for the Southern District of New York or the U.S. District Court for the Central District of California for coordination with or consolidation in the actions set forth in subsection (a) of this paragraph; or (c) any other action wherever filed that asserts claims based on the Relevant Conduct.

11. Notwithstanding that the release described in Paragraph 10 operates to extinguish, among all claims described in and released by Paragraph 10, any and all Euribor-related claims arising out of the Relevant Conduct during the period of January 1, 2005 through December 31, 2009 ("Euribor-related Claims"), the Releasee hereby agrees that, if the Releasor is a member of the conditionally-certified settlement class contemplated by the Settlement Agreement between Plaintiffs and the Barclays Defendants in *Sullivan et al. v. Barclays PLC et al.*, No. 13-cv-2811 (S.D.N.Y.) (Dkt. No. 218-1) (the "Class Action") or, in the event that such settlement is not finally approved, or if it is terminated for any reason, the settlement class contemplated by any subsequent settlement that is reached by Barclays to resolve the Class Action (collectively, a "Euribor Class Settlement"), the release set forth in Paragraph 10 shall not prohibit the Releasor from making a claim to participate in the settlement fund established by any Euribor Class Settlement. For the avoidance of doubt, this Paragraph shall not apply to any Releasor that opts out of any Euribor Class Settlement: should any Releasor opt out of any Euribor Class Settlement, the release described in Paragraph 10 shall be given full effect, which will extinguish the Releasor's Euribor-related Claims. Similarly, and also for the avoidance of doubt, if no Euribor Class Settlement receives final approval by the Court, the release described in Paragraph 10 shall be given full effect, which will extinguish all Releasors' Euribor-related Claims.
12. The Releasor intends by this Release to settle with and release only Releasee and does not intend this Release to extend to, to release or otherwise to affect in any way any rights that the Releasor has or may have against any other party or entity whatsoever, other than Releasee.
13. Releasor hereby waives any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." This provision shall not be deemed to turn a specific release into a general release.
14. The Releasor represents and warrants that the released claims have not been sold, assigned or hypothecated, in whole or in part.
15. The Releasor and Releasee understand and agree that this agreement and any disputes arising out of this agreement shall be governed by the laws of the State of New York without regard to its conflict of laws principles.

County of San Benito

Print or Type Name of Counterparty (Releasor)

Signature

Ray Espinosa, County Administrative Officer

Title and Capacity of Person Signing

3/14/17

Date

481 Fourth St., Hollister, CA 95023

Address

831-636-4000

Phone Number

REspinosa@cosb.us with a copy to: Bthompson@cosb.us

Email Address