



U.S. Department of Justice

Criminal Division

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Washington, D.C. 20530

June 17, 2014

VIA E-MAIL

Steven R. Peikin, Esq.  
David H. Braff, Esq.  
Jeffrey T. Scott, Esq.  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004

Re: Barclays Bank PLC

Dear Messrs. Peikin, Braff, and Scott:

This letter amends the agreement (the "Agreement") entered into between the United States Department of Justice, Criminal Division, Fraud Section ("Fraud Section") and Barclays Bank PLC ("Barclays") on June 27, 2012, concerning Barclays' submissions of benchmark interest rates, including the London Interbank Offered Rate (known as LIBOR) and the Euro Interbank Offered Rate (known as EURIBOR), as described in Appendix A to the Agreement. The Agreement, along with a previous amendment dated September 28, 2012, are attached to this letter.

The Fraud Section and Barclays agree to amend the Agreement as follows:

1. The fifth paragraph of the Agreement is amended to read:

This Agreement shall have a term of two years from the date of this Agreement, except as specifically provided below and in the amendment dated June 17, 2014. It is understood that for the period June 27, 2012, through June 27, 2014, Barclays shall: (a) commit no United States crime whatsoever; (b) truthfully and completely disclose non-privileged information with respect to the activities of Barclays, its officers and employees, and others concerning all matters about which the Fraud Section inquires of it, which information can be used for any purpose, except as otherwise limited in this Agreement; (c) bring to the Fraud Section's attention all potentially criminal conduct by Barclays or any of its employees that relates to violations of U.S. laws concerning fraud or violations of the federal laws governing

securities and commodities markets; and (d) bring to the Fraud Section's attention all criminal or regulatory investigations, administrative proceedings or civil actions brought by any governmental authority in the United States by or against Barclays or its employees that alleges fraud or violations of the laws governing securities and commodities markets.

2. The seventh paragraph of the Agreement is amended to read:

It is understood that, if the Fraud Section determines in its sole discretion that Barclays has committed any United States crime during the period June 27, 2012, through June 27, 2014, or that Barclays has given false, incomplete, or misleading testimony or information at any time, or that Barclays has otherwise violated any provision of this Agreement, Barclays shall thereafter be subject to prosecution for any federal violation of which the Fraud Section has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against Barclays, notwithstanding the expiration of the statute of limitations between June 27, 2012, and June 27, 2015. Thus, by signing this Agreement, Barclays agrees that the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed shall be tolled for the period June 27, 2012, to June 27, 2015.

3. For purposes of the fifth and seventh paragraphs of the Agreement, as well as any other part of the Agreement, the time period within which the Fraud Section may determine whether or not Barclays' trading activities in connection with the foreign exchange market that occurred between June 27, 2012, and June 27, 2014, constitute the commission of a "United States crime" or other violation of the Agreement shall be extended to June 27, 2015.

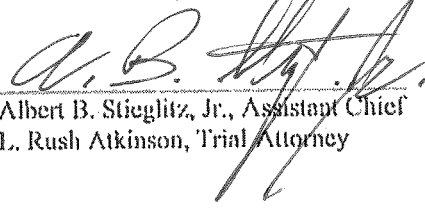
4. With respect to the ongoing investigation of Barclays' trading activities in connection with the foreign exchange market being conducted by the Fraud Section and the Antitrust Division of the United States Department of Justice, Barclays' obligation to truthfully and completely disclose non-privileged information with respect to the activities of Barclays, its officers and employees, and others concerning all matters about which the Fraud Section inquires of it, which information can be used for any purpose, except as otherwise limited in this Agreement, similarly is extended to June 27, 2015.

5. With the exceptions of the paragraphs above, all terms of the Agreement remain the same.

Sincerely,

JEFFREY H. KNOX  
Chief  
Criminal Division, Fraud Section  
United States Department of Justice

By:

  
Albert B. Stieglitz, Jr., Assistant Chief  
L. Rush Atkinson, Trial Attorney

AGREED AND CONSENTED TO:

Barclays Bank PLC

By:


  
Robert F. Hoyt, Esq.  
General Counsel, Barclays Bank PLC

Date

19 JUNE 2014

APPROVED:

By:

  
Steven R. Peikin, Esq.  
David H. Braff, Esq.  
Jeffrey T. Scott, Esq.  
Sullivan & Cromwell LLP  
Attorneys for Barclays Bank PLC

Date

19 JUNE 2014



**U.S. Department of Justice**

**Criminal Division**

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*Washington, D.C. 20530*

June 26, 2012

Steven R. Peikin, Esq.  
David H. Braff, Esq.  
Jeffrey T. Scott, Esq.  
Matthew S. Fitzwater, Esq.  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, NY 10004

Re: Barclays Bank PLC

Dear Messrs. Peikin, Braff, Scott, and Fitzwater:

On the understandings specified below, the United States Department of Justice, Criminal Division, Fraud Section ("Fraud Section") will not criminally prosecute Barclays Bank PLC and its parent, subsidiaries and affiliates (collectively, "Barclays") for any crimes (except for criminal tax violations, as to which the Fraud Section cannot and does not make any agreement) related to Barclays's submissions of benchmark interest rates, including the London InterBank Offered Rate (known as LIBOR) and the Euro Interbank Offered Rate (known as EURIBOR), as described in the attached Appendix A, which is incorporated by reference to this Agreement.

It is understood that Barclays admits, accepts, and acknowledges responsibility for the conduct set forth in Appendix A and agrees not to make any public statement contradicting Appendix A.

The Fraud Section enters into this Agreement based, in part, on the following factors: (a) Barclays's timely, voluntary, and complete disclosure of the facts described in Appendix A; (b) Barclays's thorough and timely cooperation and commitment to future cooperation with the Fraud Section and other government authorities in the United States and United Kingdom; (c) the remedial efforts already undertaken and to be undertaken by Barclays; and (d) certain mitigating aspects of Barclays's conduct relating to the events set forth in Appendix A. Barclays's cooperation stands out as a particularly significant consideration in the Fraud Section's decision to enter into this Agreement. After government authorities began investigating allegations that banks had engaged in manipulation of benchmark interest rates, Barclays was the first bank to cooperate in a meaningful way in disclosing its conduct relating to LIBOR and EURIBOR. Its disclosure included relevant facts that at the time had not come to the government's attention. Barclays's cooperation has been of substantial value in furthering the Fraud Section's investigation of the conduct relevant to this Agreement. From the outset of the investigation to the present, Barclays's cooperation has been extraordinary and extensive, in terms of the quality and type of information and assistance provided to the Fraud Section. To

date, the nature and value of Barclays's cooperation has exceeded what other entities have provided in the course of this investigation.

This Agreement does not provide any protection against prosecution for any crimes except as set forth above, and applies only to Barclays and not to any other entities or to any individuals, including but not limited to employees or officers of Barclays. The protections provided to Barclays shall not apply to any acquirer or successor entities unless and until such acquirer or successor formally adopts and executes this Agreement.

This Agreement shall have a term of two years from the date of this Agreement, except as specifically provided below. It is understood that for the two-year term of this Agreement, Barclays shall: (a) commit no United States crime whatsoever; (b) truthfully and completely disclose non-privileged information with respect to the activities of Barclays, its officers and employees, and others concerning all matters about which the Fraud Section inquires of it, which information can be used for any purpose, except as otherwise limited in this Agreement; (c) bring to the Fraud Section's attention all potentially criminal conduct by Barclays or any of its employees that relates to fraud or violations of the laws governing securities and commodities markets; and (d) bring to the Fraud Section's attention all criminal or regulatory investigations, administrative proceedings or civil actions brought by any governmental authority in the United States by or against Barclays or its employees that alleges fraud or violations of the laws governing securities and commodities markets.

Until the date upon which all investigations and prosecutions arising out of the conduct described in this Agreement are concluded, whether or not they are concluded within the two-year term specified in the preceding paragraph, Barclays shall, in connection with any investigation or prosecution arising out of the conduct described in this Agreement: (a) cooperate fully with the Fraud Section, the Federal Bureau of Investigation, and any other law enforcement or government agency designated by the Fraud Section; (b) assist the Fraud Section in any investigation or prosecution by providing logistical and technical support for any meeting, interview, grand jury proceeding, or any trial or other court proceeding; (c) use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, agent or employee at any meeting or interview or before the grand jury or at any trial or other court proceeding; and (d) provide the Fraud Section, upon request, all non-privileged information, documents, records, or other tangible evidence about which the Fraud Section or any designated law enforcement or government agency inquires.

It is understood that, if the Fraud Section determines in its sole discretion that Barclays has committed any United States crime subsequent to the date of this Agreement, or that Barclays has given false, incomplete, or misleading testimony or information at any time, or that Barclays has otherwise violated any provision of this Agreement, Barclays shall thereafter be subject to prosecution for any federal violation of which the Fraud Section has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against Barclays, notwithstanding the expiration of the statute of limitations between the signing

of this Agreement and the expiration of the term of the agreement plus one year. Thus, by signing this Agreement, Barclays agrees that the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed shall be tolled for the term of this Agreement plus one year.

It is understood that, if the Fraud Section determines in its sole discretion that Barclays has committed any United States crime after signing this Agreement, or that Barclays has given false, incomplete, or misleading testimony or information at any time, or that Barclays has otherwise violated any provision of this Agreement: (a) all statements made by Barclays or any of its employees to the Fraud Section or other designated law enforcement agents, including Appendix A, and any testimony given by Barclays or any of its employees before a grand jury or other tribunal, whether prior or subsequent to the signing of this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against Barclays; and (b) Barclays shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads derived therefrom are inadmissible or should be suppressed. By signing this Agreement, Barclays waives all rights in the foregoing respects.

The decision whether any public statement contradicts Appendix A and whether it shall be imputed to Barclays for the purpose of determining whether Barclays has breached this Agreement shall be in the sole discretion of the Fraud Section. If the Fraud Section determines that a public statement contradicts in whole or in part a statement contained in Appendix A, the Fraud Section shall so notify Barclays, and Barclays may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. This paragraph is not intended to apply to any statement made by any former Barclays officers, directors, or employees. Further, nothing in this paragraph precludes Barclays from taking good-faith positions in litigation involving a private party that are not inconsistent with Appendix A. In the event that the Fraud Section determines that Barclays has breached this Agreement in any other way, the Fraud Section agrees to provide Barclays with written notice of such breach prior to instituting any prosecution resulting from such breach. Barclays shall, within 30 days of receipt of such notice, have the opportunity to respond to the Fraud Section in writing to explain the nature and circumstances of such breach, as well as the actions Barclays has taken to address and remediate the situation, which explanation the Fraud Section shall consider in determining whether to institute a prosecution.

It is understood that Barclays, by its branch in New York, agrees to pay a monetary penalty of \$160,000,000. Barclays must pay this sum to the United States Treasury within ten days of executing this Agreement. Barclays acknowledges that no tax deduction may be sought in connection with this payment.

It is further understood that Barclays has strengthened its compliance and internal controls standards and procedures, and that it will further strengthen them as required by the United States Commodity Futures Trading Commission ("CFTC"). In addition, in light of the United Kingdom Financial Services Authority's (the "FSA") active investigation of the conduct

described in Appendix A and the role that the FSA will continue to play in reviewing Barclays's compliance standards, the Fraud Section has determined that adequate compliance measures have been and will be established. It is further understood that Barclays has no objection to the CFTC and FSA providing any reports about Barclays's compliance to the Fraud Section.

It is further understood that this Agreement does not bind any federal, state, local, or foreign prosecuting authority other than the Fraud Section. The Fraud Section will, however, bring the cooperation of Barclays to the attention of other prosecuting and investigative authorities, if requested by Barclays.

It is further understood that Barclays and the Fraud Section may disclose this Agreement to the public.

With respect to this matter, from the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises and/or conditions between the Fraud Section and Barclays. No additional promises, agreements, and conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

Sincerely,

DENIS McINERNEY  
Chief  
Criminal Division, Fraud Section  
United States Department of Justice

By: Daniel Braun / RL  
Daniel Braun, Deputy Chief  
Robertson Park, Assistant Chief  
Rebecca Rohr, Assistant Chief  
Alexander Berlin, Trial Attorney

AGREED AND CONSENTED TO:

Barclays Bank PLC

By: Mark Harding  
Mark Harding, Esq.  
General Counsel, Barclays Bank PLC

27 June 2012  
Date

APPROVED:

By: \_\_\_\_\_  
Steven R. Peikin, Esq.  
David H. Braff, Esq.  
Jeffrey T. Scott, Esq.  
Matthew S. Fitzwater, Esq.  
Sullivan & Cromwell LLP  
Attorneys for Barclays Bank PLC

\_\_\_\_\_ Date



With respect to this matter, from the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises and/or conditions between the Fraud Section and Barclays. No additional promises, agreements, and conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

Sincerely,

DENIS McINERNEY  
Chief  
Criminal Division, Fraud Section  
United States Department of Justice

By: Daniel Braun /RL

Daniel Braun, Deputy Chief  
Robertson Park, Assistant Chief  
Rebecca Rohr, Assistant Chief  
Alexander Berlin, Trial Attorney

AGREED AND CONSENTED TO:

Barclays Bank PLC

By: \_\_\_\_\_  
Mark Harding, Esq.  
General Counsel, Barclays Bank PLC

\_\_\_\_\_ Date

APPROVED:

By: Steven R. Peikin  
Steven R. Peikin, Esq.  
David H. Braff, Esq.  
Jeffrey T. Scott, Esq.  
Matthew S. Fitzwater, Esq.  
Sullivan & Cromwell LLP  
Attorneys for Barclays Bank PLC

June 27, 2012  
\_\_\_\_\_ Date



**U.S. Department of Justice**

Criminal Division

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*Washington, D.C. 20530*

September 28, 2012

Via E-Mail

Steven R. Peikin, Esq.  
David H. Braff, Esq.  
Jeffrey T. Scott, Esq.  
Matthew S. Fitzwater, Esq.  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, NY 10004

Re: Barclays Bank PLC

Dear Messrs. Peikin, Braff, Scott, and Fitzwater:

This letter amends and clarifies one provision of the agreement (the "Agreement") entered into between the United States Department of Justice, Criminal Division, Fraud Section ("Fraud Section") and Barclays Bank PLC ("Barclays") on June 27, 2012, concerning Barclays's submissions of benchmark interest rates, including the London InterBank Offered Rate (known as LIBOR) and the Euro Interbank Offered Rate (known as EURIBOR), as described in Appendix A to the Agreement. The Agreement is attached to this letter.

The Fraud Section and Barclays agree to amend the Agreement as follows:

1. Subpart (c) of the fifth paragraph of the Agreement is amended to read:

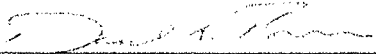
It is understood that for the two-year term of this Agreement, Barclays shall ... (c) bring to the Fraud Section's attention all potentially criminal conduct by Barclays or any of its employees that relates to violations of U.S. laws concerning fraud or violations of the federal laws governing securities and commodities markets;

2. With the exception in paragraph 1 above, all terms of the Agreement remain the same and are effective, including the remaining provisions of the fifth paragraph of the Agreement.

Sincerely,

DENIS McINERNEY  
Chief  
Criminal Division, Fraud Section  
United States Department of Justice

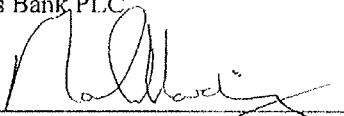
By:

  
Daniel Braun, Deputy Chief  
Rebecca Rohr, Assistant Chief  
Alexander Berlin, Trial Attorney

AGREED AND CONSENTED TO:

Barclays Bank PLC

By:

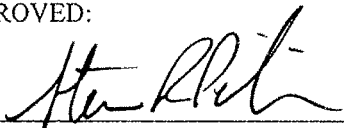
  
Mark Harding, Esq.  
General Counsel, Barclays Bank PLC

Date

10/1/12

APPROVED:

By:

  
Steven R. Peikin, Esq.  
David H. Braff, Esq.  
Jeffrey T. Scott, Esq.  
Matthew S. Fitzwater, Esq.  
Sullivan & Cromwell LLP  
Attorneys for Barclays Bank PLC

Date

10/1/12