

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

IN RE MF GLOBAL HOLDINGS
LIMITED SECURITIES LITIGATION

Civil Action No. 1:11-CV-07866-VM

THIS DOCUMENT RELATES TO:

All Securities Actions
(*DeAngelis v. Corzine*)

ECF CASE

**NOTICE OF (I) CERTIFICATION OF CLASS; (II) PROPOSED SETTLEMENT
WITH THE REMAINING SENIOR NOTES UNDERWRITER DEFENDANTS;
(III) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF EXPENSES; AND (IV) SETTLEMENT FAIRNESS HEARING**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF SETTLEMENT: Please be advised that the Court-appointed Lead Plaintiffs, the Virginia Retirement System and Her Majesty The Queen In Right Of Alberta (collectively "Lead Plaintiffs") and named plaintiff the Government of Guam Retirement Fund (together with Lead Plaintiffs, the "Settling Plaintiffs"), on behalf of themselves, the other named plaintiffs, and the Remaining Senior Notes Underwriter Class (as defined in ¶ 25 below and also referred to as the "Class"), have reached a proposed settlement with defendants Jefferies LLC (f/k/a Jefferies & Company, Inc.), BMO Capital Markets Corp., Natixis Securities Americas LLC (f/k/a Natixis Securities North America Inc.), Lebenthal & Co., LLC, and U.S. Bancorp Investments, Inc. (collectively, the "Remaining Senior Notes Underwriter Defendants") for \$29,825,000 in cash (the "Settlement"). The Remaining Senior Notes Underwriter Defendants were underwriters of MF Global Holdings Limited ("MF Global") 6.25% Senior Notes due August 8, 2016 (CUSIP 55277JAC2) ("MF Global 6.25% Senior Notes" or "6.25% Senior Notes").

The Settlement, if approved, will resolve all claims in the above-captioned securities class action (the "Action") pending in the United States District Court for the Southern District of New York (the "Court") against the Remaining Senior Notes Underwriter Defendants. The claims asserted against the Remaining Senior Notes Underwriter Defendants are the only remaining claims in this Action in the District Court and, thus, if the Settlement is approved, the Action will be completely resolved subject to any appeals.

NOTICE OF CERTIFICATION OF CLASS: Please also be advised that the Action has been certified to proceed as a class action with respect to the claims asserted against the Remaining Senior Notes Underwriter Defendants. Your rights may be affected if you purchased or otherwise acquired MF Global 6.25% Senior Notes between August 8, 2011 and November 21, 2011 (the "Class Period"), and were damaged thereby.¹

PLEASE READ THIS NOTICE CAREFULLY. If you purchased or otherwise acquired MF Global 6.25% Senior Notes during the Class Period, this Notice explains important rights you may have, including the possible receipt of cash from the proposed Settlement. If you are a member of the Class (as defined in ¶ 25 below), your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the proposed Settlement, please DO NOT contact the Court, MF Global, the Remaining Senior Notes Underwriter Defendants, any other Defendant in the Action, or their counsel. All questions should be directed to Co-Lead Counsel or the Claims Administrator (see ¶ 56 below).

1. **Description of the Action and the Class:** This Notice relates to an additional proposed settlement in a pending securities class action brought by investors alleging that Defendants violated the federal securities laws by, among other things, making false and misleading statements regarding MF Global or were statutorily liable for false and misleading statements in MF Global's offering materials for certain MF Global securities. A more detailed description of the Action and the claims asserted against the Remaining Senior Notes Underwriter Defendants is set forth in ¶¶ 11-24 below. The Settlement is on behalf of purchasers (as further defined in ¶ 25 below) of the MF Global 6.25% Senior Notes during the Class Period. The Settlement, if approved by the Court, will settle all of the remaining claims of the Class in the Action which are the claims asserted against the Remaining Senior Notes Underwriter Defendants.²

¹ Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement with Defendants Jefferies LLC, BMO Capital Markets Corp., Natixis Securities Americas LLC, Lebenthal & Co., LLC, and U.S. Bancorp Investments, Inc. dated March 9, 2016 (the "Stipulation"), which is available at www.MFGlobalSecuritiesClassAction.com.

² The currently proposed settlement – the "Remaining Senior Notes Underwriter Settlement" or the "Settlement" – is in addition to four other partial settlements previously approved by the Court resulting in an aggregate recovery of approximately \$204.4 million. These settlements on behalf of the respective classes were: (i) with certain Underwriter Defendants for \$74,000,000 in cash; (ii) with Commerz Markets LLC for \$932,828 in cash; (iii) with PricewaterhouseCoopers LLP for \$65,000,000 in cash; and (iv) with certain former officers and directors of MF Global for \$64,500,000 in cash. Notices of those settlements were previously disseminated to potential members of the respective settlement classes. Copies of those notices can be viewed and downloaded from www.MFGlobalSecuritiesClassAction.com.

2. **Statement of the Class's Recovery:** Subject to Court approval, Settling Plaintiffs, on behalf of themselves, the other named plaintiffs in the Action, and the other members of the Class, have agreed to settle with the Remaining Senior Notes Underwriter Defendants in exchange for a payment of \$29,825,000 in cash (the "Settlement Amount") to be deposited into an escrow account for the benefit of the Class. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys' fees awarded by the Court) will be distributed to Class Members.

3. **Estimate of Average Amount of Recovery Per Note:** Lead Plaintiffs' damages expert estimates that approximately 325,000 MF Global 6.25% Senior Notes were affected by the conduct at issue in the Action. If all affected notes participate in the Remaining Senior Notes Underwriter Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs) from the Remaining Senior Notes Underwriter Settlement would be approximately \$91.77 per 6.25% Senior Note.³ Class Members should note, however, that the foregoing average recovery per note is only an estimate. Some Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased/acquired or sold their 6.25% Senior Notes, and the total number of valid Claim Forms submitted. Distributions to Class Members will be made based on the Plan of Allocation approved by the Court as discussed in ¶ 39 below.⁴

4. **Statement of Potential Outcome of Case and Potential Damages:** The Settling Parties do not agree on the average amount of damages per note that would be recoverable if Lead Plaintiffs were to prevail on the claims asserted against the Remaining Senior Notes Underwriter Defendants in the Action. Among other things, the Remaining Senior Notes Underwriter Defendants do not agree with Lead Plaintiffs' assertions that: (i) they violated the federal securities laws; (ii) false or misleading statements were made in the offering materials for the 6.25% Senior Notes; and (iii) damages were suffered by members of the Class as a result of their alleged conduct; or Lead Plaintiffs' assertions concerning allegedly corrective disclosures and loss causation.

5. **Attorneys' Fees and Expenses:** In connection with the Settlement, Co-Lead Counsel, Bernstein Litowitz Berger & Grossmann LLP and Bleichmar Fonti & Auld LLP, will apply to the Court for an award of attorneys' fees on behalf of all Plaintiffs' Counsel in the amount of 19% of the Settlement Fund. In addition, Co-Lead Counsel will apply for reimbursement of Litigation Expenses which were incurred in connection with the prosecution and resolution of the Action and which were not applied for in connection with the earlier achieved settlements, in an amount not to exceed \$2,500,000 (which may include an application for reimbursement of the reasonable costs and expenses incurred by Settling Plaintiffs directly related to their representation of the Class). The Court will determine the amount of any award of attorneys' fees and reimbursement of expenses. Class Members are not personally liable for any such fees or expenses. If the Court approves Co-Lead Counsel's fee and expense application, the average cost per 6.25% Senior Note for attorneys' fees and Litigation Expenses relating to this Settlement will be approximately \$25.13 per 6.25% Senior Note.

6. **Identification of Attorney Representatives:** Settling Plaintiffs and the Class are represented by Salvatore J. Graziano, Esq. of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, New York, NY 10020, (800) 380-8496, blbg@blbglaw.com and Javier Bleichmar, Esq. of Bleichmar Fonti & Auld LLP, 7 Times Square, 27th Floor, New York, NY 10036, (212) 789-1341, settlements@bfalaw.com.

7. **Reasons for the Settlement:** Settling Plaintiffs' principal reason for entering into the Settlement is the substantial immediate cash benefit for the Class without the risk or the delays inherent in further litigation. Moreover, the cash benefit provided under the proposed Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and likely appeals that would follow a trial, a process that could be expected to last several years. The Remaining Senior Notes Underwriter Defendants deny all allegations of wrongdoing or liability whatsoever and are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN JUNE 7, 2016, IF YOU HAVE NOT ALREADY SUBMITTED ONE.	<p>If you previously submitted a Claim Form and wish to participate in the Settlement, you do not need to take further action. If you have NOT previously submitted a Claim Form, in order to be eligible to share in the proceeds of the Settlement, you must submit one, postmarked no later than June 7, 2016. This is the only way to be eligible to receive a payment from the proceeds of this Settlement (or any of the previously obtained settlements if you are a member of any of those settlement classes). You can obtain a copy of the Claim Form at www.MFGlobalSecuritiesClassAction.com or by calling (877) 940-5045.</p> <p>If you are a Class Member and you remain in the Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 32 below) that you have against the Remaining Senior Notes Underwriter Defendants and the other Remaining Senior Notes Underwriter Defendants' Releasees (defined in ¶ 33 below), so it is in your interest to submit a Claim Form.</p>

³ An allegedly affected note might have been traded more than once during the Class Period, and this average recovery would be the total for all purchasers of that note.

⁴ A copy of the Plan of Allocation previously disseminated can be downloaded from www.MFGlobalSecuritiesClassAction.com. As set forth in the plan, specifically ¶ 18, as claims were asserted against defendants other than the Remaining Senior Notes Underwriter Defendants with respect to the 6.25% Senior Notes, proceeds from the earlier settlements have been allocated to purchasers of the 6.25% Senior Notes. The \$91.77 average recovery per 6.25% Senior Note referred to in this paragraph is only with respect to the proceeds of the Remaining Senior Notes Underwriter Settlement.

EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN JUNE 17, 2016.	If you exclude yourself from the Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against the Remaining Senior Notes Underwriter Defendants or the other Remaining Senior Notes Underwriter Defendants' Releasees concerning the Released Plaintiffs' Claims.
OBJECT TO THE SETTLEMENT OR THE REQUEST FOR FEES AND EXPENSES BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JUNE 17, 2016.	If you do not like the proposed Settlement or Co-Lead Counsel's request for attorneys' fees and reimbursement of expenses, you may write to the Court and explain why you do not like them. You cannot object to the proposed Settlement or the request for attorneys' fees and expenses unless you are a Class Member and do not exclude yourself from the Class.
GO TO A HEARING ON JULY 15, 2016 AT 11:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JUNE 17, 2016.	Filing a written objection and notice of intention to appear by June 17, 2016 allows you to speak in Court, at the discretion of the Court, about the fairness of the Settlement and/or the request for attorneys' fees and reimbursement of litigation expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a member of the Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Class, which means that you will be bound by the terms of the Settlement.

WHAT THIS NOTICE CONTAINS

Why Did I Get This Notice?	Page 3
What Is This Case About?	Page 4
How Do I Know If I Am Affected By The Settlement? Who Is Included In The Remaining Senior Notes Underwriter Class?	Page 5
What Are Settling Plaintiffs' Reasons For The Settlement?	Page 5
What Might Happen If There Were No Settlement?.....	Page 6
How Are Class Members Affected By The Action And The Settlement?.....	Page 6
How Much Will My Payment From The Settlement Be? How Do I Participate In The Settlement? What Do I Need To Do?.....	Page 7
What Payment Are The Attorneys For The Class Seeking? How Will The Lawyers Be Paid?.....	Page 8
What If I Do Not Want To Be A Member Of The Class? How Do I Exclude Myself?	Page 8
When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? How Do I Object? May I Speak At The Hearing If I Don't Like The Settlement?.....	Page 8
What If I Bought MF Global 6.25% Senior Notes On Someone Else's Behalf?.....	Page 9
Can I See The Court File? Whom Should I Contact If I Have Questions?.....	Page 10

WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired MF Global 6.25% Senior Notes during the Class Period. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Class if you wish to so do. It is also being sent to inform you of the terms of the Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement (the "Settlement Hearing"). See ¶ 47 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement.

WHAT IS THIS CASE ABOUT?

11. This action arises out of the collapse of MF Global in October 2011.⁵

12. Beginning on November 3, 2011, multiple putative securities class action complaints were filed in the Court. By Order dated January 20, 2012, the Court consolidated the related actions in the Action and approved the appointment of Lead Plaintiffs and Co-Lead Counsel.⁶

13. On August 20, 2012, Lead Plaintiffs filed and served their Consolidated Amended Securities Class Action Complaint (the "Amended Complaint"), which included the Government of Guam Retirement Fund, the West Virginia Laborers' Pension Trust Fund, LRI Invest S.A., Monica Rodriguez,⁷ and Jerome Vrabel as additional named plaintiffs. The Amended Complaint asserts claims under §§ 11 and 12 of the Securities Act of 1933 (the "Securities Act") against the Underwriter Defendants and/or the Individual Defendants alleging that these Defendants were statutorily liable for false and misleading statements in the offering materials for certain MF Global securities; as well as claims under § 15 of the Securities Act and §§ 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder against some or all of the Individual Defendants. The claims asserted against the Remaining Senior Notes Underwriter Defendants are claims for violations of the Securities Act with respect to the offering of the 6.25% Senior Notes.

14. On October 19, 2012, the Remaining Senior Notes Underwriter Defendants (and other Defendants) filed and served motions to dismiss the Amended Complaint. On December 18, 2012, Lead Plaintiffs filed and served their papers in opposition to the motions and, on February 1, 2013, the Remaining Senior Notes Underwriter Defendants (and other Defendants) filed and served their reply papers.

15. On February 6, 2013, the Court stayed all proceedings in the Action to permit the parties to pursue a global mediation of plaintiffs' claims (as well as claims in other actions against defendants other than the Underwriter Defendants). The initial mediation with respect to the Action included three in-person sessions before Judge Daniel Weinstein (Ret.) and multiple telephonic conferences. The mediation was unsuccessful in resolving the Action, and the stay of the Action expired on August 2, 2013.

16. On November 12, 2013, the Court entered its Memorandum and Order denying the Individual Defendants' and the Underwriter Defendants' motions to dismiss.

17. On December 27, 2013, the Individual Defendants and the Underwriter Defendants filed their answers and affirmative defenses to the Amended Complaint.

18. Discovery in the Action commenced in December 2013. Defendants and third parties – including James W. Giddens, as Trustee for the liquidation of MF Global Inc. pursuant to the Securities Investor Protection Act of 1970 and Nader Tavakoli, the Litigation Trustee presiding over the entity formerly known as MF Global Holdings Limited – have produced millions of documents, including over 35,000 pages of documents produced by the Remaining Senior Notes Underwriter Defendants. Co-Lead Counsel have also taken, defended or participated in over thirty-five (35) depositions, including depositions of five current or former employees of Jefferies LLC.

19. On October 3, 2014, Lead Plaintiffs filed the Consolidated Second Amended Securities Class Action Complaint (the "Complaint"), which added MF Global's auditor, PricewaterhouseCoopers LLP ("PwC"), as a named defendant, asserting claims against it for violation of § 10(b) of the Exchange Act and § 11 of the Securities Act.

20. On October 14, 2015, the Court entered its Decision and Order certifying the Class (as defined in ¶ 25 below) with respect to the Remaining Senior Notes Underwriter Defendants, and appointing the Government of Guam Retirement Fund as Class Representative and Co-Lead Counsel as Class Counsel for the certified Class.

21. On January 25, 2016, following extensive arm's-length settlement negotiations which were mediated by the Honorable Layn R. Phillips, a former federal district court judge, Settling Plaintiffs and the Remaining Senior Notes Underwriter Defendants reached an agreement in principle to settle the Action as against the Remaining Senior Notes Underwriter Defendants for \$29,825,000 in cash to be paid by or on behalf of the Remaining Senior Notes Underwriter Defendants.

22. Based upon their investigation, prosecution and mediation of the case, Settling Plaintiffs and Co-Lead Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable and adequate to the members of the Class, and in their best interests.

23. The Remaining Senior Notes Underwriter Defendants are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation. The Remaining Senior Notes Underwriter Defendants deny any wrongdoing.

24. On March 18, 2016, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

⁵ On October 31, 2011, MF Global filed for Chapter 11 bankruptcy. Because of this filing, pursuant to the provisions of Bankruptcy Code, 11 U.S.C. § 362(a), prosecution of the Action against MF Global could not go forward.

⁶ By Order dated August 13, 2014, the Court approved the substitution of Bleichmar Fonti & Auld LLP (formerly known as Bleichmar Fonti Tountas & Auld LLP) for previously appointed co-lead counsel Labaton Sucharow LLP.

⁷ On February 3, 2015, the Court entered a stipulated order dismissing with prejudice Plaintiff Monica Rodriguez's claims asserted in the Complaint.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE REMAINING SENIOR NOTES UNDERWRITER CLASS?**

25. If you are a member of the Class, you are subject to the terms of the Settlement, unless you timely request to be excluded. The Class consists of:

all persons who and entities which purchased or otherwise acquired 6.25% Senior Notes between August 8, 2011 and November 21, 2011 (the "Class Period") (including persons who and entities which placed orders before August 8, 2011), and were damaged thereby.

Excluded from the Class are (i) Defendants⁸ and MF Global; (ii) members of the Immediate Families⁹ of the Individual Defendants; (iii) the subsidiaries and affiliates of Defendants and MF Global; (iv) any person who or entity which, during the Class Period was, and/or is a partner, executive officer, director, or controlling person of MF Global, or any of its subsidiaries or affiliates, or of any Defendant or any of their subsidiaries or affiliates; (v) any entity in which any Defendant or MF Global had during the Class Period and/or has a controlling interest; (vi) Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successors and assigns of any such excluded person or entity; provided, however, that any Investment Vehicle¹⁰ shall not be deemed an excluded person or entity by definition.

Also excluded from the Class are any persons who or entities which exclude themselves by submitting a request for exclusion from the Remaining Senior Notes Underwriter Class that is accepted by the Court or who or which were, pursuant to request, excluded from any of the Other Classes (to the extent such persons or entities are also Remaining Senior Notes Underwriter Class Members). See "What if I Do Not Want To Be A Member Of The Class? How Do I Exclude Myself," on page 8 below.

RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU MUST SUBMIT A CLAIM FORM. PLEASE NOTE: IF YOU SUBMITTED A CLAIM FORM IN CONNECTION WITH THE EARLIER ACHIEVED SETTLEMENTS, DO NOT SUBMIT ANOTHER CLAIM FORM.

WHAT ARE SETTLING PLAINTIFFS' REASONS FOR THE SETTLEMENT?

26. Settling Plaintiffs and Co-Lead Counsel believe that the claims asserted against the Remaining Senior Notes Underwriter Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against the Remaining Senior Notes Underwriter Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. Such risks include the potential challenges associated with proving that there were material misstatements and omissions in the public securities offering documents at issue, that the Remaining Senior Notes Underwriter Defendants failed to conduct adequate due diligence, and class-wide damages. Lead Plaintiffs would have to prevail at several stages – including motions for summary judgment and trial, and if they prevailed on those, on the appeal that would likely follow. Thus, there were very significant risks attendant to the continued prosecution of the claims against the Remaining Senior Notes Underwriter Defendants.

27. In light of these risks, the amount of the Settlement and the certainty of recovery to the Class, Settling Plaintiffs and Co-Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Settling Plaintiffs and Co-Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$29,825,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action against the Remaining Senior Notes Underwriter Defendants might produce a smaller, or no recovery after summary judgment, trial and appeals.

28. The Remaining Senior Notes Underwriter Defendants deny the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. The Remaining Senior Notes Underwriter Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by the Remaining Senior Notes Underwriter Defendants.

⁸ In addition to Remaining Senior Notes Underwriter Defendants, the following persons and entities are Defendants in the Action: Jon S. Corzine, J. Randy MacDonald, Henri J. Steenkamp, David P. Bolger, Eileen S. Fusco, David Gelber, Martin J. Glynn, Edward L. Goldberg, David I. Schamis, and Robert S. Sloan (collectively, the "Individual Defendants"); Citigroup Global Markets Inc.; Deutsche Bank Securities Inc.; Goldman, Sachs & Co.; J.P. Morgan Securities LLC; Merrill Lynch, Pierce, Fenner & Smith Incorporated; RBS Securities Inc.; Sandler O'Neill + Partners, L.P.; and Commerz Markets LLC (collectively, the "Other Underwriter Defendants"); and PwC.

⁹ "Immediate Family" means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, "spouse" shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

¹⁰ "Investment Vehicle" means any investment company or pooled investment fund, including but not limited to mutual fund families, exchange-traded funds, fund of funds and hedge funds, in which any Underwriter Defendant has or may have a direct or indirect interest or as to which its affiliates may act as an investment advisor but in which the Underwriter Defendant or any of its respective affiliates is not a majority owner or does not hold a majority beneficial interest. This definition does not bring into the Remaining Senior Notes Underwriter Class any of the Underwriter Defendants or any other person who or entity which is excluded from the Remaining Senior Notes Underwriter Class by definition.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

29. If there were no settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims against the Remaining Senior Notes Underwriter Defendants, no member of the Class would recover anything from these defendants. Also, if the Remaining Senior Notes Underwriter Defendants were successful in proving any of their defenses, either at summary judgment, at trial or on appeal, the Class could recover substantially less from the Remaining Senior Notes Underwriter Defendants than the amount provided in the Settlement, or nothing at all.

HOW ARE CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

30. If you are a Class Member, you are represented by Settling Plaintiffs and Co-Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

31. If you are a Class Member and you do not exclude yourself from the Class,¹¹ you will be bound by any orders issued by the Court relating to the Settlement. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims against the Remaining Senior Notes Underwriter Defendants and will provide that, upon the Effective Date of the Settlement, Settling Plaintiffs and each of the other Class Members, on behalf of themselves, and their respective past, present or future parents, subsidiaries, divisions, affiliates, shareholders, general or limited partners, attorneys, spouses, insurers, beneficiaries, employees, officers, directors, legal and equitable owners, members, legal representatives, trustees, associates, heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim (as defined in ¶ 32 below) against the Remaining Senior Notes Underwriter Defendants and the other Remaining Senior Notes Underwriter Defendants' Releasees (as defined in ¶ 33 below), and shall forever be enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Remaining Senior Notes Underwriter Defendants' Releasees.

32. "Released Plaintiffs' Claims" means all claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liabilities), whether known claims or Unknown Claims, whether arising under federal, state, local, statutory, common or foreign law, or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, that Settling Plaintiffs or any member of the Class (i) asserted in the Complaint, or (ii) could have asserted against any of the Remaining Senior Notes Underwriter Defendants' Releasees in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase, sale, or holding of MF Global Securities¹² during the Class Period (including orders for 6.25% Senior Notes placed before August 8, 2011). Released Plaintiffs' Claims do not cover or include (i) any claims asserted, or which may be asserted, in the Action against any of the Other Defendants or any person with whom or entity with which Lead Plaintiffs have a tolling agreement; (ii) any claims of any person who or entity which submits a request for exclusion from the Class that is accepted by the Court or who or which submitted a request for exclusion from any of the Other Classes that was accepted by the Court (to the extent such persons and entities are also Remaining Senior Notes Underwriter Class Members); and (iii) any claims relating to the enforcement of the Settlement.

33. "Remaining Senior Notes Underwriter Defendants' Releasees" means (i) each of the Remaining Senior Notes Underwriter Defendants; (ii) each of the past or present parents, subsidiaries, affiliates, successors and predecessors of each of the Remaining Senior Notes Underwriter Defendants; and (iii) the respective past or present officers, directors, agents, representatives, employees, attorneys, advisors, investment advisors, auditors, accountants, insurers, reinsurers and assigns, of the foregoing in (i) and (ii), in their capacities as such. Notwithstanding the foregoing, Remaining Senior Notes Underwriter Defendants' Releasees does not include any Other Defendants.

34. "Unknown Claims" means any Released Plaintiffs' Claims (as defined in ¶ 32 above) which any Settling Plaintiff or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Remaining Senior Notes Underwriter Defendants' Claims (as defined in ¶ 36 below) which any Remaining Senior Notes Underwriter Defendant does not know or suspect to exist in its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement, or might have affected his, her, or its decision(s) not to object to this Settlement or not to exclude himself, herself, or itself from the Class. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Settlement, Settling Plaintiffs and the Remaining Senior Notes Underwriter Defendants shall be deemed to have expressly waived, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by California Civil Code § 1542 and 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 § 1542, which provides:

¹¹ If you are a Class Member and do not wish to remain a class member, you may exclude yourself from the Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Member Of The Class? How Do I Exclude Myself?," below.

¹² "MF Global Securities" means MF Global common stock; MF Global's 9% Convertible Senior Notes due June 20, 2038 issued on or about June 25, 2008; MF Global's 1.875% Convertible Senior Notes due February 1, 2016 issued on or about February 7, 2011; MF Global's 3.375% Convertible Senior Notes due August 1, 2018 issued on or about July 28, 2011; and MF Global 6.25% Senior Notes.

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.

Settling Plaintiffs, Class Members and the Remaining Senior Notes Underwriter Defendants may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Plaintiffs' Claims or the Released Remaining Senior Notes Underwriter Defendants' Claims, as applicable, but each Settling Plaintiff and each Remaining Senior Notes Underwriter Defendant shall expressly have – and each Class Member by operation of the Judgment shall be deemed to have – upon the Effective Date, fully, finally and forever settled and released any and all Released Plaintiffs' Claims or any and all Released Remaining Senior Notes Underwriter Defendants' Claims, as applicable, whether known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Settling Plaintiffs and the Remaining Senior Notes Underwriter Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement.

35. The Judgment will also provide that, upon the Effective Date of the Settlement, the Remaining Senior Notes Underwriter Defendants, on behalf of themselves and their respective past, present or future attorneys, insurers, beneficiaries, employees, predecessors in interest, successors in interest, legal representatives, trustees, associates, administrators, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Remaining Senior Notes Underwriter Defendants' Claim (as defined in ¶ 36 below) against Settling Plaintiffs and the other Plaintiffs' Releasees (as defined in ¶ 37 below), and shall forever be enjoined from prosecuting any or all of the Released Remaining Senior Notes Underwriter Defendants' Claims against any of the Plaintiffs' Releasees.

36. "Released Remaining Senior Notes Underwriter Defendants' Claims" means all claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liabilities), whether known claims or Unknown Claims, whether arising under federal, state, local, statutory, common or foreign law, or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, that any of the Remaining Senior Notes Underwriter Defendants could have asserted against any of the Plaintiffs' Releasees in any forum that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Remaining Senior Notes Underwriter Defendants. Released Remaining Senior Notes Underwriter Defendants' Claims do not include any claims asserted, or which may be asserted by the Remaining Senior Notes Underwriter Defendants' Releasees against (i) MF Global or any of its past or present parents, subsidiaries, affiliates, successors, predecessors, and/or estate(s) thereof; (ii) any person who or entity which submits a request for exclusion from the Class that is accepted by the Court or who or which submitted a request for exclusion from any of the Other Classes that was accepted by the Court (to the extent such persons and entities are also Remaining Senior Notes Underwriter Class Members); and (iii) any person or entity relating to the enforcement of the Settlement.

37. "Plaintiffs' Releasees" means (i) Settling Plaintiffs, all other plaintiffs in the Action, and all Class Members; (ii) each of the respective past or present parents, subsidiaries, affiliates, successors and predecessors of the foregoing in (i); and (iii) the respective past or present officers, directors, agents, representatives, employees, attorneys, advisors, investment advisors, auditors, accountants, insurers, reinsurers, and assigns of the foregoing in (i) and (ii), in their capacities as such.

**HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?
HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?**

38. At this time, it is not possible to make any determination as to how much any individual class member may receive from the proceeds of the settlements achieved in which he, she or it is eligible to participate.

39. The proceeds of the Settlement will be distributed in accordance with the Plan of Allocation that was previously mailed to Class Members in connection with notice of the settlements achieved with PwC and the Individual Defendants and which was approved by the Court on November 25, 2015. The amounts to be distributed to individual Class Members from the Settlement under the Plan of Allocation will depend on a variety of factors, including: the number of other Class Members who submit valid Claim Forms; the number of 6.25% Senior Notes that you purchased; the prices and dates of those purchases; and the prices and dates of any sales of such notes. The Plan of Allocation approved by the Court will be used for determining the allocation of the Net Settlement Fund for this Settlement subject to the modification that the Net Settlement Fund from this Settlement shall be added to "Fund 3: The 6.25% Note Fund" referred to in ¶ 18.c of the Plan of Allocation and will be distributed solely to Authorized Claimants who are members of the Remaining Senior Notes Underwriter Class. A copy of the Plan of Allocation may be downloaded from www.MFGlobalSecuritiesClassAction.com or by calling the Claims Administrator at 1-877-940-5045.

40. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Class and either (i) have submitted a Claim Form (which was disseminated beginning in August 2015) in connection with the previously announced settlements in this Action, or (ii) complete and return a Claim Form **postmarked no later than June 7, 2016**. You may obtain a Claim Form at www.MFGlobalSecuritiesClassAction.com or by calling the Claims Administrator at 1-877-940-5045. If you request exclusion from the Class, you will not be eligible to receive a payment from the Settlement.

PLEASE NOTE: If you submitted a Claim Form in connection with the earlier achieved settlements, DO NOT submit another form.¹³

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

41. Co-Lead Counsel, Bernstein Litowitz Berger & Grossmann LLP and Bleichmar Fonti & Auld LLP, will apply to the Court for an award of attorneys' fees on behalf of all Plaintiffs' Counsel in the amount of 19% of the Settlement Fund. In addition, Co-Lead Counsel will apply for reimbursement of Litigation Expenses not previously requested in an amount not to exceed \$2,500,000 (which may include an application for reimbursement of the reasonable costs and expenses incurred by Settling Plaintiffs directly related to their representation of the Class). The Court will determine the amount of any award of attorneys' fees and reimbursement of expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE CLASS?
HOW DO I EXCLUDE MYSELF?**

42. Each Class Member will be bound by the determinations, orders and judgments in this Action relating to the Settlement, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion from the Class, addressed to *In re MF Global Holdings Limited Securities Litigation*, EXCLUSIONS, c/o Garden City Group, LLC, P.O. Box 10164, Dublin, OH 43017-3164. The exclusion request must be **received no later than June 17, 2016**. You will not be able to exclude yourself from the Class after that date. Each request for exclusion must: (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (b) state that such person or entity "requests exclusion from the Remaining Senior Notes Underwriter Class in *In re MF Global Holdings Limited Securities Litigation*, Civil Action No. 1:11-CV-07866"; (c) state the face value of 6.25% Senior Notes that the person or entity requesting exclusion purchased/acquired and/or sold during the Class Period (*i.e.*, beginning on August 8, 2011 through and including November 21, 2011 (including persons who and entities which placed orders before August 8, 2011)), as well as the dates and prices of each such purchase/acquisition and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

43. If you do not want to be part of the Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Remaining Senior Notes Underwriter Defendants' Releasees. Excluding yourself from the Class is the only option that allows you to be part of any other lawsuit against Remaining Senior Notes Underwriter Defendants or the other Remaining Senior Notes Underwriter Defendants' Releasees concerning the Released Plaintiffs' Claims. Please note, however, if you decide to exclude yourself from the Class, you may be time-barred from asserting the claims covered by the Action by a statute of repose.

44. If you are excluded from the Class, you will not be eligible to receive any payment from the proceeds of the Settlement.

45. Jefferies LLC has the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Class in an amount that exceeds an amount agreed to by Settling Plaintiffs and the Remaining Senior Notes Underwriter Defendants.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE
SETTLEMENT? DO I HAVE TO COME TO THE HEARING? HOW DO I OBJECT?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

46. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. Class Members can participate in the Settlement without attending the Settlement Hearing.**

47. The Settlement Hearing will be held on **July 15, 2016 at 11:00 a.m.**, before the Honorable Victor Marrero at the United States District Court for the Southern District of New York, Courtroom 11B of the United States Courthouse, 500 Pearl Street, New York, NY 10007. The Court reserves the right to approve the Settlement and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Class.

48. Any Class Member who or which does not request exclusion may object to the Settlement and/or Co-Lead Counsel's motion for an award of attorneys' fees or reimbursement of expenses. Objections must be in writing. You must file any written objection,

¹³ As noted above, if you are and remain a Class Member, you will be bound by the terms of the Settlement including the Releases provided for under the Settlement whether or not you submit a Claim Form. The release of the Remaining Senior Notes Underwriter Defendants and the Remaining Senior Notes Underwriter Defendants' Releasees is further memorialized by the Release and Certification set forth in the Claim Form. If you submit a Claim Form now or you previously submitted a Claim Form in connection with the earlier settlements and do not request exclusion from the Class, the release signed by you or on your behalf in that Claim Form will be deemed to be, and by operation of law and of the Judgment will be a release of all Released Plaintiffs' Claims against the Remaining Senior Notes Underwriter Defendants' Releasees as well as a release of the Other Defendants and their releasees.

together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Southern District of New York at the address set forth below on or before **June 17, 2016**. You must also mail the papers to Co-Lead Counsel and Remaining Senior Notes Underwriter Defendants' Counsel at the addresses set forth below so that the papers are **received on or before June 17, 2016**.

Clerk's Office

United States District Court
Southern District of New York
Clerk of the Court
Daniel Patrick Moynihan
United States Courthouse
500 Pearl Street
New York, NY 10007

Co-Lead Counsel

**Bernstein Litowitz Berger
& Grossmann LLP**
Salvatore J. Graziano, Esq.
1251 Avenue of the Americas
New York, NY 10020

Bleichmar Fonti & Auld LLP
Javier Bleichmar, Esq.
7 Times Square, 27th Floor
New York, NY 10036

**Remaining
Senior Notes Underwriter
Defendants' Counsel**

Shearman & Sterling LLP
Adam S. Hakki, Esq.
599 Lexington Avenue
New York, NY 10022-6069

49. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Class, including the face value of the 6.25% Senior Notes that the objecting Class Member purchased/acquired and/or sold during the Class Period (*i.e.*, from August 8, 2011 through November 21, 2011 (including persons who and entities which placed orders before August 8, 2011)), as well as the dates and prices of each such purchase/acquisition and/or sale. You may not object to the Settlement and/or the motion for an award of attorneys' fees or reimbursement of expenses if you exclude yourself from the Class or if you are not a member of the Class.

50. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

51. If you wish to be heard orally at the hearing, you must also file a notice of appearance with the Clerk's Office and serve it on Co-Lead Counsel and Remaining Senior Notes Underwriter Defendants' Counsel at the addresses set forth above so that it is **received on or before June 17, 2016**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

52. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Co-Lead Counsel and Remaining Senior Notes Underwriter Defendants' Counsel at the addresses set forth in ¶ 48 above so that the notice is **received on or before June 17, 2016**.

53. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Co-Lead Counsel.

54. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection to the Settlement and/or the requested attorneys' fees and expenses and shall be forever foreclosed from making any objection to the proposed Settlement and/or the requested fees and expenses. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT MF GLOBAL 6.25% SENIOR NOTES ON SOMEONE ELSE'S BEHALF?

55. If you purchased or otherwise acquired 6.25% Senior Notes between August 8, 2011 and November 21, 2011 for the beneficial interest of persons or organizations other than yourself (including persons who and entities which placed orders before August 8, 2011), and in connection with the previously disseminated notices concerning the Underwriter Settlement, the Commerz Settlement and the joint notice concerning the PwC Settlement and Individual Defendant Settlement:

(a) **You elected to forward notices of those settlements to potential members of those settlement classes**, Garden City Group, LLC ("GCG") will forward copies of this Notice to you, and you must, within seven (7) calendar days of receipt of these Notices, mail them to the beneficial owners who purchased or otherwise acquired 6.25% Senior Notes between August 8, 2011 and November 21, 2011.

(b) **You provided GCG with the names and addresses of beneficial owners**, you need do nothing more in connection with this Notice. GCG has the names and addresses you forwarded and will send a copy of the Notice to each such identified person and entity.

(c) **You neither mailed the notices directly to beneficial owners, nor did you supply names and addresses of the relevant beneficial owners to GCG**, you must now, either (i) within seven (7) calendar days of

receipt of this Notice request from GCG sufficient copies of the Notice to forward to all persons and entities on whose behalf you purchased or acquired 6.25% Senior Notes between August 8, 2011 and November 21, 2011 (including persons who and entities which placed orders before August 8, 2011), and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice, send a list of the names and addresses of such beneficial owners to *In re MF Global Holdings Limited Securities Litigation*, c/o Garden City Group, LLC, P.O. Box 10164, Dublin, OH 43017-3164.

If you previously elected to forward notices to potential class members or now elect to do so, you must send a statement to GCG confirming that the mailing was made. If you choose the second option, GCG will send a copy of the Notice Packet to the beneficial owners. Upon full compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred, by providing GCG with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice, the Plan of Allocation and the Claim Form may also be obtained from the website maintained by GCG, www.MFGlobalSecuritiesClassAction.com, or by calling GCG toll-free at 1-877-940-5045.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

56. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.MFGlobalSecuritiesClassAction.com.

Requests for the Notice, Plan of Allocation or Claim Form should be made to:	Inquiries, other than requests for the Notice, Plan of Allocation or Claim Form, should be made to Co-Lead Counsel:	
<i>In re MF Global Holdings Limited Securities Litigation</i> c/o Garden City Group, LLC P.O. Box 10164 Dublin, OH 43017-3164 (877) 940-5045 www.MFGlobalSecuritiesClassAction.com	BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP Salvatore J. Graziano, Esq. 1251 Avenue of the Americas New York, NY 10020 (800) 380-8496 blbg@blbglaw.com	or BLEICHMAR FONTI & AULD LLP Javier Bleichmar, Esq. 7 Times Square, 27th Floor New York, NY 10036 (212) 789-1341 settlements@bfalaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: April 8, 2016

By Order of the Court
 United States District Court
 Southern District of New York