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**In re BARRICK GOLD SECURITIES** :  
**LITIGATION** :  
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AMENDED STIPULATION OF SETTLEMENT

This Amended Stipulation of Settlement, dated June 9, 2016 (the “Amended Stipulation”), is made and entered into by and among: (i) lead plaintiffs LRI Invest S.A. and Union Asset Management Holding AG (“Lead Plaintiffs”) (on behalf of themselves and each of the class members), by and through their counsel of record in the litigation; and (ii) Barrick Gold Corporation (“Barrick” or the “Company”), Aaron W. Regent, Jamie C. Sokalsky, Ammar Al-Joundi, Peter Kinver, Igor Gonzales, George Potter, and Sybil E. Veenman (the “Individual Defendants,” and with Barrick, the “Defendants”), by and through their counsel of record. The Lead Plaintiffs and the Defendants are referred to as the “Settling Parties.” The Amended Stipulation is intended to fully, finally, and forever resolve, discharge, and settle the released claims, subject to the approval of the Court and the terms and conditions set forth in this Amended Stipulation (the “Settlement”).

#### **I. THE LITIGATION**

The litigation is pending before the Honorable Richard A. Berman in the United States District Court for the Southern District of New York (the “Court”). The initial complaint in this action was filed on June 5, 2013. On September 20, 2013, the Court entered an order appointing Lead Plaintiffs. On December 12, 2013, Lead Plaintiffs filed the operative Consolidated Amended Class Action Complaint (the “Complaint”) alleging violations of §§ 10(b) and 20(a) of the Securities Exchange Act of 1934 against the Defendants. Defendants moved to dismiss the Complaint on February 11, 2014. Lead Plaintiffs filed their opposition to the motion on March 25, 2014. Defendants filed their reply brief on April 22, 2014. The Court held oral argument on the motion on September 5, 2014. On April 1, 2015, the Court issued an Order granting in part and denying in part Defendants’ motion to dismiss.

On April 15, 2015, Defendants filed a Motion for Reconsideration of the Order, and Defendant Veenman filed a Motion to Certify the Order for Appeal Pursuant to 28 U.S.C.

§ 1292(b). On May 1, 2015, Lead Plaintiffs filed oppositions to both motions. The Court denied both of these motions on June 2, 2015.

On May 15, 2015, Barrick answered the Complaint.

On November 30, 2015, Lead Plaintiffs filed a Motion for Class Certification, Appointment of Class Representatives, and Appointment of Class Counsel (the "Motion for Class Certification"). On December 21, 2015, Defendants filed an opposition to the Motion for Class Certification. On January 15, 2016, Lead Plaintiffs filed a Reply Memorandum of Law in Further Support of Lead Plaintiffs' Motion for Class Certification, Appointment of Class Representatives, and Appointment of Class Counsel. On March 23, 2016, the Court granted the Motion for Class Certification.

In an effort to conserve judicial resources and attempt to settle the litigation, while simultaneously continuing to litigate the action through discovery, the parties engaged the services of the Hon. Layn R. Phillips (Ret.), a mediator. The parties prepared detailed mediation statements and presentations and engaged in full-day in-person mediation sessions with Judge Phillips on July 31, 2015, November 3, 2015, and April 16, 2016. These efforts culminated with the parties agreeing to settle the litigation for \$140,000,000, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court.

## **II. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

Defendants have denied, and continue to deny, that they have committed any act or omission giving rise to any liability or violation of law. Specifically, Defendants expressly have denied, and continue to deny, each and all of the claims alleged by Lead Plaintiffs in the litigation, along with all the charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the litigation. Defendants also have denied, and continue to deny, among other allegations, the allegations that Lead Plaintiffs

or the class have suffered any damage, or that Lead Plaintiffs or the class were harmed by the conduct alleged in the litigation or that could have been alleged as part of the litigation. Defendants have asserted, and continue to assert, that their conduct was at all times proper and in compliance with all applicable provisions of law, and believe that the evidence developed to date supports their position that they acted properly at all times and that the litigation is without merit. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the litigation.

As set forth below, neither this Settlement nor any of the terms of this Amended Stipulation shall constitute an admission or finding of any fault, liability, wrongdoing, or damage whatsoever or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants are entering into this Amended Stipulation solely to eliminate the burden and expense of further litigation. Defendants have determined that it is desirable and beneficial to them that the litigation be settled in the manner and upon the terms and conditions set forth in this Amended Stipulation.

### **III. LEAD PLAINTIFFS' CLAIMS AND THE BENEFITS OF SETTLEMENT**

Lead Plaintiffs believe that the claims asserted in the litigation have merit and that the evidence developed to date supports their claims. However, Lead Plaintiffs and their counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the litigation against Defendants through trial and through appeals. Lead Plaintiffs and their counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this litigation, as well as the difficulties and delays inherent in such litigation. Lead Plaintiffs and their counsel also are mindful of the inherent problems of proof under and possible defenses to the securities law violations asserted in the litigation. Lead Plaintiffs and their counsel believe that the Settlement set forth in this Amended Stipulation confers substantial benefits upon the class. Based on their evaluation, Lead Plaintiffs and their

counsel have determined that the Settlement set forth in this Stipulation is in the best interests of Lead Plaintiffs and the class.

#### **IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Lead Plaintiffs (for themselves and the class members) and Defendants, by and through their counsel or attorneys of record, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the litigation and the released claims shall be finally and fully compromised, settled, and released, and the litigation shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of this Stipulation, as follows.

##### **1. Definitions**

As used in this Stipulation the following terms have the meanings specified below:

1.1 “Authorized Claimant” means any class member whose claim for recovery has been allowed pursuant to the terms of this Amended Stipulation.

1.2 “Claims Administrator” means the firm of The Garden City Group, LLC.

1.3 “Class” means all Persons (defined below) who purchased Barrick publicly traded common stock on the New York Stock Exchange from May 7, 2009, through and including November 1, 2013. Excluded from the Class are: (i) Defendants; (ii) members of the immediate families of the Individual Defendants; (iii) all subsidiaries and affiliates of Defendants, including Barrick’s employee retirement and benefit plans; (iv) any person who was a Barrick director or officer during the Class Period, as well as their liability insurance carriers, assigns, or subsidiaries thereof; (v) any entity in which any defendant has a controlling interest; and (vi) the legal representatives, heirs, successors, or assigns of any excluded party. Also excluded from the Class is any Class Member that validly and timely requests exclusion in accordance with the requirements set by the Court.

1.4 “Class Member” or “Member of the Class” mean a Person who falls within the definition of the Class as set forth in ¶ 1.3 above.

1.5 “Class Period” means the period from May 7, 2009, through November 1, 2013, inclusive.

1.6 “Defendants” means Barrick and the Individual Defendants.

1.7 “Effective Date,” or the date upon which this Settlement becomes “effective,” means three (3) business days after the date by which all of the events and conditions specified in ¶ 7.1 of this Amended Stipulation have been met and have occurred.

1.8 “Escrow Account” means the account controlled by the Escrow Agent (defined below).

1.9 “Escrow Agent” means Huntington Bank. The rights and responsibilities of the Escrow Agent shall not be assigned except upon reasonable notice to, and with written consent of, Defendants and approval of the Court.

1.10 “Final” means when the last of the following with respect to the judgment approving this Amended Stipulation, substantially in the form of Exhibit B attached hereto (“Judgment”), shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) without any such motion having been filed; (ii) the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, immediately after the determination of that motion or appeal so that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the Settlement, substantially in accordance with the terms and conditions of this Amended

Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement. Any appeal or proceeding seeking subsequent judicial review pertaining solely to attorneys’ fees and expenses, the plan of allocation, or the procedures for determining Authorized Claimants’ recognized claims shall not in any way delay or affect the time set forth above for the Judgment to become Final, or otherwise preclude the Judgment from becoming Final.

1.11 “Individual Defendants” means Aaron W. Regent, Jamie C. Sokalsky, Ammar Al-Joundi, Peter Kinver, Igor Gonzales, George Potter, and Sybil E. Veenman.

1.12 “Judgment” means the Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court, substantially in the form attached hereto as Exhibit B.

1.13 “Lead Counsel” means Motley Rice LLC.

1.14 “Lead Plaintiffs” means LRI Invest S.A. and Union Asset Management Holding AG.

1.15 “Lead Plaintiffs’ Counsel” means any attorney or firm who has appeared in the litigation on behalf of Lead Plaintiffs.

1.16 “Liaison Counsel” means Labaton Sucharow LLP.

1.17 “Litigation” means the action captioned *In re Barrick Gold Securities Litigation*, Case No. 13 Civ. 3851 (RMB).

1.18 “Net Settlement Fund” means the Settlement Fund (defined below) less: (i) any Court-awarded attorneys’ fees, costs, expenses, and interest thereon; (ii) Notice and Administration Expenses (defined below); (iii) Taxes and Tax Expenses (defined below); and (iv) other Court-approved deductions.

1.19 "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

1.20 "Plan of Allocation" means a plan or formula of allocation of the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any plan of allocation is not part of the Amended Stipulation and neither Defendants nor their Related Parties (as defined below) shall have any responsibility or liability with respect thereto.

1.21 "Proof of Claim and Release" or "Claim Form" means the Proof of Claim and Release form for submitting a claim, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2.

1.22 "Related Parties" means each of a Defendant's respective former, present or future parents, subsidiaries, divisions and affiliates and the respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives and assigns of each of them, in their capacity as such.

1.23 "Released Claims" means any and all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, whether class or individual in nature, that the Lead Plaintiffs or any Class Member asserted or could have asserted in the Litigation or any forum, which arise out of or relate in any way to both: (i) the purchase of shares of publicly traded Barrick common stock on the New York Stock Exchange during the Class Period, and (ii) any disclosures, public filings, registration statements, or other



statements by Barrick or any Defendant in this Litigation based upon or arising out of any facts, matters, allegations, transactions, events, disclosures, statements, acts or omissions that were asserted or could have been asserted by Lead Plaintiffs or any Class Members in the Litigation. "Released Claims" does not include claims to enforce the Settlement, or claims alleged in any related ERISA or derivative actions. "Released Claims" includes "Unknown Claims" as defined in ¶ 1.31 hereof.

1.24 "Released Defendants' Claims" means any and all claims and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against Defendants, except for claims relating to the enforcement of the Settlement.

1.25 "Released Persons" means each and all of the Defendants and their Related Parties.

1.26 "Settlement" means the resolution of the Litigation in accordance with the terms and provisions of this Stipulation.

1.27 "Settlement Amount" means One Hundred and Forty Million Dollars (\$140,000,000) in cash to be paid into the Escrow Account pursuant to ¶ 2.1 of this Amended Stipulation.

1.28 "Settlement Fund" means the Settlement Amount plus all interest and accretions thereto.

1.29 "Settling Parties" means, collectively, the Defendants and the Lead Plaintiffs, on behalf of themselves and the Class.

1.30 "Tax" or "Taxes" mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and

additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state, and federal taxes.

1.31 "Unknown Claims" means any Released Claims or Released Defendants' Claims which any of the Settling Parties or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, Lead Plaintiffs, Lead Plaintiffs' Counsel, or Class Members which, if known by him, her, or it, might have affected his, her, or its settlement with and release, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or to the release of the Released Persons, Lead Plaintiffs, Lead Plaintiffs' Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each of the Settling Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 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.**

The Settling Parties shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived 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, which is similar, comparable or equivalent to California Civil Code § 1542. The Settling Parties 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 Claims or Released Defendants' Claims, but such person or entity shall expressly settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall

have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, 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, 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. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

**2. The Settlement**

**a. The Settlement Amount**

2.1 Defendants shall cause the Settlement Amount to be transferred to an account controlled by the Escrow Agent within thirty (30) calendar days after the entry of an order granting preliminary approval of the Settlement, or July 30, 2016, whichever is later, provided that Defendants' counsel receives wire instructions and a Form W-9 providing the tax identification number for the Escrow Account.

**b. The Escrow Agent**

2.2 The Escrow Agent shall invest the Settlement Fund deposited pursuant to ¶ 2.1 hereof in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All costs and risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund and the Released Persons shall have

no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

2.3 The Escrow Agent shall not disburse the Settlement Fund except (a) as provided in the Stipulation, (b) by an order of the Court, or (c) with the written agreement of counsel for the Settling Parties.

2.4 Subject to further order(s) and/or directions as may be made by the Court, or as provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of the Stipulation. The Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to, the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

2.5 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

2.6 If the entire Settlement Amount is not timely deposited into the Escrow Account, Lead Plaintiffs may terminate the Settlement but only if: (i) Lead Counsel has notified Defendants' counsel in writing of Lead Plaintiffs' intention to terminate the Settlement, and (ii) the entire Settlement Amount is not transferred to the Escrow Account within three (3) business days after Lead Counsel has provided such written notice.

2.7 Other than the obligation of Defendants to pay or cause to be paid the Settlement Amount into the Escrow Account, Defendants shall have no obligation to make any other payment into the Settlement Fund pursuant to this Stipulation.

2.8 Prior to the Effective Date, upon approval of the Court, up to \$500,000 of the Settlement Fund may be used by Lead Counsel to pay reasonable costs and expenses actually

incurred in connection with providing notice of the Settlement to the Class by mail, publication, and other means, locating Class Members, assisting with the submission of claims, processing Proof of Claim and Release forms, maintaining any escrow accounts, and administering the Settlement (“Notice and Administration Expenses”). The Released Persons shall have no responsibility for or liability whatsoever with respect to the Notice and Administration Expenses, nor shall they have any responsibility or liability for any claims with respect thereto. After the Effective Date, Lead Counsel may pay all further reasonable Notice and Administration Expenses, upon approval by the Court.

**c. Taxes**

2.9 (a) The Settling Parties agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, Lead Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this ¶ 2.9, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Lead Counsel to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be Lead Counsel. Lead Counsel shall timely and properly file, or cause to be filed, all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described

in ¶ 2.9(a) hereof) shall be consistent with this ¶ 2.9(b) and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 2.9(c) hereof.

(c) All (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Persons or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this ¶ 2.9 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶ 2.9(c)) (“Tax Expenses”), shall be paid out of the Settlement Fund; in all events the Released Persons and their counsel shall have no liability or responsibility whatsoever for the Taxes or the Tax Expenses. The Settlement Fund shall indemnify and hold each of the Released Persons and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid, or caused to be paid, by the Escrow Agent out of the Settlement Fund and the Claims Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)); neither the Released Persons nor their counsel are responsible nor shall they have any liability for any Taxes or Tax Expenses. The Settling Parties

hereto agree to cooperate with the each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 2.9.

2.10 This is not a claims-made settlement. As of the Effective Date, Defendants, and/or any other Person funding the Settlement on a Defendant's behalf, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason.

**d. Termination of Settlement**

2.11 In the event that this Amended Stipulation is not approved or this Amended Stipulation is terminated or canceled, or the Effective Date otherwise fails to occur for any reason, the Settlement Fund less Notice and Administration Expenses or Taxes or Tax Expenses paid, incurred, or due and owing in connection with the Settlement provided for herein, shall be refunded to the Defendants pursuant to written instructions from counsel for the Defendants in accordance with ¶ 7.5 herein.

**3. Preliminary Approval Order and Fairness Hearing**

3.1 Promptly after execution of this Amended Stipulation, Lead Counsel shall submit this Amended Stipulation together with its exhibits to the Court and shall apply for entry of an order (the "Preliminary Approval Order"), substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement set forth in this Amended Stipulation, and approval for the mailing of a settlement notice (the "Notice") and publication of a summary notice ("Summary Notice"), substantially in the forms of Exhibits A-1 and A-3 attached hereto. The Notice shall include the general terms of the Settlement set forth in this Amended Stipulation, the proposed Plan of Allocation, the general terms of the fee and expense application, as defined in ¶ 6.1 hereof, and the date of the fairness hearing, as defined below.

3.2 Defendants shall provide to the Claims Administrator, at no cost to Lead Plaintiffs or the Class, within five (5) business days of entry of the Preliminary Approval Order, transfer



records in electronic searchable form, such as Excel, containing the names and addresses of Persons who purchased or otherwise acquired Barrick publicly traded common stock on the New York Stock Exchange during the Class Period.

3.3 It shall be solely Lead Counsel's responsibility to disseminate the Notice and Summary Notice to the Class in accordance with this Amended Stipulation and as ordered by the Court. Class Members shall have no recourse as to the Released Persons with respect to any claims they may have that arise from any failure of the notice process. If Defendants choose to provide notice under the Class Action Fairness Act of 2005, such notice shall be their responsibility and at their own expense.

3.4 Lead Counsel shall request that after notice is given, the Court hold a hearing (the "Fairness Hearing") and approve the Settlement of the Litigation as set forth herein. At or after the Fairness Hearing, Lead Counsel also will request that the Court approve the proposed Plan of Allocation and the fee and expense application.

#### **4. Releases**

4.1 Upon the Effective Date, as defined in ¶ 1.7 hereof, Lead Plaintiffs shall, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons (including Unknown Claims), whether or not such Class Member executes and delivers the Proof of Claim and Release or shares in the Net Settlement Fund. Claims to enforce the terms of this Amended Stipulation are not released.

4.2 Upon the Effective Date, as defined in ¶ 1.7 hereof, all Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in



any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Persons.

4.3 Upon the Effective Date, as defined in ¶ 1.7 hereof, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Defendants' Claims against the Lead Plaintiffs, each and all of the Class Members, and Lead Plaintiffs' Counsel. Claims to enforce the terms of this Amended Stipulation are not released.

**5. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of the Settlement Fund**

5.1 The Claims Administrator, subject to such supervision and direction of Lead Counsel and the Court as may be necessary or as circumstances may require, shall administer and calculate the claims submitted by Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

5.2 The Settlement Fund shall be applied as follows:

- (a) to pay all Notice and Administration Expenses;
- (b) to pay the Taxes and Tax Expenses;
- (c) to pay attorneys' fees and expenses of Lead Plaintiffs' Counsel (the "Fee and Expense Award"), if and to the extent allowed by the Court;
- (d) to pay the time and expenses of Lead Plaintiffs, pursuant to 15 U.S.C. § 78u-4(a)(4) of the Private Securities Litigation Reform Act of 1995 ("PSLRA"), if and to the extent allowed by the Court; and
- (e) after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants as allowed by this Amended Stipulation, the Plan of Allocation, or the Court.

5.3 After the Effective Date, and in accordance with the terms of this Amended Stipulation, the Plan of Allocation, and such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following provisions of this Amended Stipulation.

5.4 Within the time set by the Court, each Class Member shall be required to submit to the Claims Administrator a completed Proof of Claim and Release, substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and Release.

5.5 Except as otherwise ordered by the Court, all Class Members who fail to timely submit a valid Proof of Claim and Release within such period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to this Amended Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of this Amended Stipulation, the releases contained herein, and the Judgment. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not an obligation) to accept late-submitted claims for processing by the Claims Administrator so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against Lead Plaintiffs, their counsel, the Claims Administrator or any Class Member by reason of the exercise or non-exercise of such discretion.

5.6 Each Proof of Claim and Release shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, who shall determine, in accordance with this Amended Stipulation, the extent, if any, to which each claim shall be allowed.

5.7 Proof of Claim and Release forms that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim and Release in whole or in part, the Claims Administrator shall communicate with the claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof of Claim and Release submitted. The Claims Administrator, under the supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of ¶ 5.8 below.

5.8 If any claimant whose timely claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of mailing of the notice required in ¶ 5.7 above, or a lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the claimant's request for review to the Court.

5.9 Each claimant who submits a Proof of Claim and Release shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, including, but not limited to, all releases provided for herein and in the Judgment, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the claimant's status as a Class Member and the validity and amount of the claimant's claim. In connection with processing the Proofs of Claim and Release, no discovery shall be allowed on the merits of the Litigation or the Settlement.

5.10 The Net Settlement Fund shall be distributed to the Authorized Claimants substantially in accordance with the Plan of Allocation approved by the Court. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the date of the initial distribution of the Net Settlement Fund and payment of any outstanding Notice and Administration Expenses and Taxes, Lead Counsel shall, if feasible and economical, reallocate (which reallocation may occur on multiple occasions) such balance among Authorized Claimants in an equitable and economical fashion. Any *de minimis* balance that still remains in the Net Settlement Fund after such reallocation(s) and payments, which is not feasible or economical to reallocate, shall be donated to an appropriate non-sectarian, non-profit charitable organization(s) serving the public interest selected by Lead Counsel and approved by the Court.

5.11 The Defendants and their Related Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person shall have any claim of any kind against the Defendants, their Related Parties, or counsel for Defendants with respect to the matters set forth in ¶¶ 5.1-5.13 hereof; and the Class Members, Lead Plaintiffs, and Lead Plaintiffs' Counsel release the Defendants and their Related Parties from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Settlement Fund.

5.12 No Person shall have any claim against Defendants or their Related Parties, counsel for Defendants, Lead Plaintiffs, Lead Plaintiffs' Counsel or the Claims Administrator, or any other Person designated by Lead Counsel based on determinations or distributions made substantially in

accordance with this Amended Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

5.13 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of this Amended Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Amended Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Amended Stipulation or affect the finality of the Court's Judgment approving this Amended Stipulation and the Settlement set forth herein.

**6. Lead Plaintiffs' Counsel's Attorneys' Fees and Expenses**

6.1 Lead Counsel, on behalf of Lead Plaintiffs' Counsel, may submit an application or applications (the "Fee and Expense Application") from the Net Settlement Fund for: (a) an award of attorneys' fees; plus (b) expenses or charges in connection with prosecuting the Litigation; plus (c) any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court.

6.2 Any fees and expenses, as awarded by the Court, shall be paid to Lead Counsel from the Settlement Fund, as ordered, immediately after the Court executes the Judgment and an order awarding such fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. Lead Counsel shall thereafter allocate the attorneys' fees among Lead Plaintiffs' Counsel in a manner in which it in good faith believes reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Litigation.

6.3 In the event that the Effective Date does not occur, or the Judgment or the order making the Fee and Expense Award or any award to Lead Plaintiffs is reversed or modified, or this Amended Stipulation is canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes final and not subject to review, and in the event that the Fee and Expense Award has been paid to any extent, then Lead Plaintiffs' Counsel who have received any portion of the Fee and Expense Award shall, within twenty (20) business days from receiving notice from the Defendants' counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund all such fees and expenses previously paid to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal or modification. Each such Lead Plaintiffs' Counsel's law firm receiving fees and expenses, as a condition of receiving such fees and expenses, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

6.4 The procedure for and the allowance or disallowance by the Court of any applications by any Lead Plaintiffs' Counsel for attorneys' fees and expenses, or the time and expenses of the Lead Plaintiffs, to be paid out of the Settlement Fund, are not part of the Settlement set forth in this Amended Stipulation, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Amended Stipulation, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Amended Stipulation, or affect or delay the finality of the

Judgment approving this Amended Stipulation and the Settlement of the Litigation set forth therein.

6.5 Any fees and/or expenses awarded by the Court shall be paid solely from the Settlement Fund. With the sole exception of Defendants' obligation to pay or cause the Settlement Amount to be paid into the Escrow Account as provided for in ¶ 2.1, Defendants and their Related Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment of attorneys' fees and/or expenses to Lead Plaintiffs' Counsel or any other counsel or Person who receives payment from the Net Settlement Fund.

6.6 Defendants and their Related Parties shall have no responsibility for the allocation among Lead Plaintiffs' Counsel, and/or any other Person who may assert some claim thereto, of any Fee and Expense Award, that the Court may make in the Litigation.

**7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

7.1 The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events:

- (a) the Court has entered the Preliminary Approval Order, as required by ¶ 3.1 hereof;
- (b) The Settlement Amount has been deposited into the Escrow Account;
- (c) Defendants have not exercised their option to terminate the Amended Stipulation pursuant to ¶ 7.3 hereof;
- (d) the Court has entered the Judgment, or a judgment substantially in the form of Exhibit B attached hereto; and
- (e) the Judgment has become Final, as defined in ¶ 1.10 hereof.



7.2 Upon the Effective Date, any and all remaining interest or right of the Defendants or the Defendants' insurers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If the conditions specified in ¶ 7.1 hereof are not met, then the Settlement shall be canceled and terminated subject to ¶¶ 7.4 and 7.6 hereof unless Lead Counsel and counsel for the Defendants mutually agree in writing to proceed with the Settlement.

7.3 Defendants shall have the right (which right must be exercised collectively) to terminate the Settlement and render it null and void in the event that Class Members who purchased or otherwise acquired more than a certain percentage of Barrick common stock subject to this Settlement exclude themselves from the Class, as set forth in a separate agreement (the "Supplemental Agreement") executed between Lead Plaintiffs and the Defendants, by and through their counsel. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein, to the extent necessary, or as otherwise provided in the Supplemental Agreement), unless and until the Court otherwise directs or a dispute arises between the Settling Parties concerning its interpretation or application. If submission of the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the Court, the Settling Parties will seek to have the Supplemental Agreement submitted to the Court *in camera* or filed under seal.

7.4 Barrick warrants and represents as to itself only, that it is not "insolvent" within the meaning of 11 U.S.C. § 101(32) as of the time this Amended Stipulation is executed and as of the time the payments are actually transferred or made as reflected in this Amended Stipulation. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Settlement Fund, or any portion thereof, by or on behalf of any Defendant to be a preference, voidable transfer, fraudulent transfer or similar



transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Settlement Fund by or on behalf of any other Defendant, then, at the election of Lead Plaintiffs' Counsel, as to the Defendant as to whom such order applies, the settlement may be terminated and the releases given and the judgment entered in favor of such Defendant pursuant to the settlement shall be null and void. In such instance, the releases given and the judgments entered in favor of other Defendants shall remain in full force and effect. Alternatively, Lead Plaintiffs' Counsel may elect to terminate the Settlement as to all Defendants and all of the releases given and the judgments entered in favor of the Defendants pursuant to the settlement shall be null and void and plaintiff(s) may proceed as if the Settlement were never entered into.

7.5 Unless otherwise ordered by the Court, in the event this Amended Stipulation shall terminate, or be canceled, or shall not become effective for any reason, within twenty (20) business days after written notification of such event is sent by counsel for the Defendants or Lead Counsel to the Escrow Agent, the Settlement Fund, less Taxes, Tax Expenses and Notice and Administration Expenses which have either been disbursed pursuant to ¶¶ 2.8 and 2.9 hereof, or are chargeable to the Settlement Fund pursuant to ¶¶ 2.8 and 2.9 hereof, shall be refunded by the Escrow Account pursuant to written instructions from Lead Counsel, based on information provided by Defendants' counsel. Lead Counsel or its designee shall apply for any tax refund owed on the Settlement Amount and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, pursuant to written instructions from Defendants' counsel.

7.6 In the event that this Amended Stipulation is not approved by the Court or the Settlement set forth in this Amended Stipulation is terminated or fails to become effective in

accordance with its terms, the Settling Parties shall be restored to their respective positions in the Litigation as of April 21, 2016. In such event, the terms and provisions of the Amended Stipulation, with the exception of ¶¶ 1.1-1.30, 2.8-2.11, 6.3-6.4, 7.4-7.7, and 8.4 hereof, shall have no further force and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Amended Stipulation shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, expenses, and interest awarded by the Court to any of Lead Plaintiffs' Counsel shall operate to terminate or cancel this Amended Stipulation or constitute grounds for cancellation or termination of this Amended Stipulation.

7.7 If the Effective Date does not occur, or if this Amended Stipulation is terminated pursuant to its terms, neither Lead Plaintiff nor any of its counsel shall have any obligation to repay any amounts disbursed pursuant to ¶¶ 2.8 or 2.9. In addition, any amounts already incurred pursuant to ¶¶ 2.8 or 2.9 hereof at the time of such termination or cancellation but which have not been paid, shall be paid by the Escrow Account in accordance with the terms of this Amended Stipulation prior to the balance being refunded in accordance with ¶¶ 2.11 and 7.5 hereof.

## **8. Miscellaneous Provisions**

8.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Amended Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Amended Stipulation.

8.2 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any

claim or defense. The Judgment will contain a finding that, during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Litigation, including that the Litigation was brought or defended in bad faith or without a reasonable basis.

8.3 Neither this Amended Stipulation nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Amended Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendants or their respective Related Parties, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants or their respective Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Defendants and/or their respective Related Parties may file this Amended Stipulation and/or the Judgment from this action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

8.4 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Amended Stipulation.

8.5 All of the exhibits to this Amended Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

8.6 This Amended Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

8.7 This Amended Stipulation and the exhibits attached hereto and the Supplemental Agreement constitute the entire agreement among the Settling Parties hereto and no representations, warranties, or inducements have been made to any party concerning this Amended Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own fees and costs.

8.8 Lead Counsel, on behalf of the Class, is expressly authorized by Lead Plaintiffs to take all appropriate action required or permitted to be taken by the Class pursuant to this Amended Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to this Amended Stipulation on behalf of the Class which it deems appropriate.

8.9 Each counsel or other Person executing this Amended Stipulation or any of its exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

8.10 This Amended Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or pdf'd via e-mail shall be deemed originals.

8.11 All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) one

(1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (iii) seven (7) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

***If to Lead Plaintiffs or to Lead Counsel:***

James M. Hughes  
Christopher F. Moriarty  
MOTLEY RICE LLC  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464

***If to Defendants or to Defendants' counsel:***

Jonathan R. Tuttle  
Ada Fernandez Johnson  
DEBEVOISE & PLIMPTON LLP  
801 Pennsylvania Ave., N.W.  
Washington, D.C. 20004

8.12 This Amended Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

8.13 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Amended Stipulation, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Amended Stipulation and matters related to the Settlement.

8.14 Pending approval of the Court of this Amended Stipulation and its exhibits, all proceedings in this Litigation shall be stayed and all Members of the Class shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Persons.

8.15 This Amended Stipulation and the exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of New York, and the rights and obligations of the parties to the Amended Stipulation shall be construed and enforced in

accordance with, and governed by, the internal, substantive laws of New York without giving effect to its choice-of-law principles.

IN WITNESS WHEREOF, the parties hereto have caused the Amended Stipulation to be executed, by their duly authorized attorneys, dated June 9, 2016.

MOTLEY RICE LLC



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JAMES M. HUGHES

James M. Hughes (*pro hac vice*)  
Christopher F. Moriarty (*pro hac vice*)  
28 Bridgeside Blvd.  
Mt. Pleasant, South Carolina 29464  
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jhughes@motleyrice.com  
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MOTLEY RICE LLC  
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*Lead Counsel for Lead Plaintiffs and the Putative Class*

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*Liaison Counsel for Lead Plaintiffs and the  
Putative Class*

DEBEVOISE & PLIMPTON LLP



---

JONATHAN R. TUTTLE

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DEBEVOISE & PLIMPTON LLP

Bruce E. Yannett  
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Telephone: (212) 909-0600  
212/909-6836 (fax)

*Attorneys for Defendants Barrick Gold  
Corporation, Aaron W. Regent, Jamie C.  
Sokalsky, Ammar Al-Joundi, Peter Kinver, Igor  
Gonzales, George Potter and Sybil E. Veenman*

# **Exhibit A**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

\_\_\_\_\_ X  
In re BARRICK GOLD SECURITIES : Civil Action No. 1:13-cv-03851-RMB  
LITIGATION : **[PROPOSED] ORDER PRELIMINARILY**  
: **APPROVING SETTLEMENT AND**  
: **PROVIDING FOR NOTICE**  
\_\_\_\_\_ X

WHEREAS, an action is pending before this Court entitled *In re Barrick Gold Securities Litigation*, Case No. 13 Civ. 3851 (the “Litigation”);

WHEREAS, the parties having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Litigation, in accordance with the Amended Stipulation of Settlement, dated June 9, 2016 (the “Stipulation”), which, together with the exhibits annexed to it, sets forth the terms and conditions for a proposed settlement of the Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth in the Stipulation (the “Settlement”); and the Court having read and considered the Stipulation and the exhibits annexed to it; and

WHEREAS, by order filed March 23, 2016, the Court certified the class of all persons and entities who purchased Barrick Gold Corporation (“Barrick” or the “Company”) publicly traded common stock on the New York Stock Exchange from May 7, 2009, through and including November 1, 2013 (the “Class Period”) (“Class Members” and the “Class”), and excluded from the Class are: (i) Barrick, and Aaron W. Regent, Jamie C. Sokalsky, Ammar Al-Joundi, Peter Kinver, Igor Gonzales, George Potter, and Sybil E. Veenman (the “Individual Defendants,” and with Barrick, the “Defendants”); (ii) members of the immediate families of the Individual Defendants; (iii) all subsidiaries and affiliates of Defendants, including Barrick’s

employee retirement and benefit plans; (iv) any person who was a Barrick director or officer during the Class Period, as well as their liability insurance carriers, assigns, or subsidiaries thereof; (v) any entity in which any defendant has a controlling interest; and (vi) the legal representatives, heirs, successors, or assigns of any excluded party;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court hereby preliminarily approves the Settlement set forth therein, subject to further consideration at the fairness hearing described below.

2. A hearing (the “Fairness Hearing”) shall be held before this Court on October 18, 2016, at 10 a.m. in Courtroom 17B, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007, to determine: (a) whether the proposed Settlement is fair and reasonable to the Class and should be approved by the Court; (b) whether a final judgment and order dismissing the case with prejudice on the terms and conditions provided in the Stipulation should be entered; (c) whether the proposed plan of allocation should be approved; and (d) the amount of reasonable fees and expenses that should be awarded to Motley Rice LLC (“Lead Counsel”) and The Garden City Group, LLC (“Claims Administrator”). The Court may adjourn the Fairness Hearing.

3. The Court approves the Notice of Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and summary notice submitted to the Court on June 14, 2016 and finds that the mailing and distribution of the summary notice and Notice and publishing of the summary notice, substantially in the manner and form set forth in ¶¶ 4-5 of this Order, meet the requirements of Federal Rule of Civil Procedure 23, Section 21D(a)(7) of the Securities Exchange Act of 1934, as amended by the

Private Securities Litigation Reform Act, 15 U.S.C. § 78u-4(a)(7), and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled to it.

4. The Court appoints the Claims Administrator to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) The Claims Administrator shall immediately post the complaint, Stipulation, this Order, summary notice, Notice, and Proof of Claim on the Settlement website at [www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com).

(b) By June 21, 2016, the firm that serves as transfer agent for Barrick or its representatives shall provide to the Claims Administrator, at no cost to LRI Invest S.A. and Union Asset Management Holding AG (“Lead Plaintiffs”) or the Class, transfer records in electronic searchable form, such as Excel, containing the names and addresses of persons and entities who purchased Barrick publicly traded common stock on the New York Stock Exchange during the Class Period;

(c) Not later than June 29, 2016 (the “Notice Date”), the Claims Administrator shall mail the summary notice, Notice, and Proof of Claim, substantially in the forms submitted to the Court as described supra in ¶ 3, by first class mail to all Class Members who can be identified with reasonable effort;

(d) Not later than June 29, 2016, the Claims Administrator shall cause the summary notice to be published once in the national edition of *The Wall Street Journal* and to be disseminated once over a national newswire service; and

(e) Not later than July 6, 2016, Lead Counsel shall serve on Defendants’ counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

5. Nominees who purchased Barrick publicly traded common stock on the New York Stock Exchange during the Class Period for the beneficial ownership of Class Members shall send the summary notice, Notice, and the Proof of Claim to all such beneficial owners of Barrick common stock within ten (10) calendar days after receipt of the summary notice, Notice, and the Proof of Claim from the Claims Administrator, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) calendar days of receipt of the summary notice, Notice, and the Proof of Claim, in which event the Claims Administrator shall promptly mail the summary notice, Notice, and the Proof of Claim to such beneficial owners. Upon nominees' timely compliance with the above, Lead Counsel shall, if requested, reimburse these nominees solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners who are Class Members out of the settlement fund, which expenses would not have been incurred except for the sending of such notice and will be subject to Court approval.

6. All opening briefs and supporting documents in support of a final approval of the Settlement, the plan of allocation, and any application by Lead Counsel for attorneys' fees and expenses (the "Applications") shall be filed and served by September 7, 2016. Replies to any objections shall be filed and served by September 30, 2016.

7. All Class Members who or which do not request exclusion from the Class shall be bound by all determinations and judgments in the Litigation concerning the Settlement.

8. Any Class Member may enter an appearance in the Litigation, at his, her, or its own expense, individually or through counsel of his, her, or its own choice. Any Class Members who or which does not enter an appearance will be represented by Lead Counsel.

9. Any person or entity falling within the definition of the Class may, upon request, be **excluded**, or “opt out,” from the Class. Any such person or entity must submit to the Claims Administrator a signed request for exclusion (“Request for Exclusion”) such that it is *postmarked* no later than September 21, 2016. A Request for Exclusion must state: (i) the name, address, and telephone number of the person or entity requesting exclusion; (ii) the number of shares and date of each purchase and sale of Barrick publicly traded common stock on the New York Stock Exchange and the price paid and/or received for any purchase or sale of Barrick publicly traded common stock on the New York Stock Exchange between May 7, 2009, and November 1, 2013, inclusive; and (iii) that the person or entity wishes to be excluded from the Class. All persons and entities who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph and the Notice shall have no rights under the Settlement, shall not share in the distribution of the settlement fund, and shall not be bound by the Settlement or any final judgment.

10. Lead Counsel or the Claims Administrator shall cause to be provided to Defendants’ counsel copies of all Requests for Exclusion, and any written revocation of Requests for Exclusion, promptly upon receipt and as expeditiously as possible, and in any event before September 28, 2016.

11. Any Class Member may file a written objection to the proposed Settlement and explain any reason why the proposed Settlement of the Litigation should or should not be approved as fair and reasonable, why a judgment should or should not be entered thereon, why the plan of allocation should or should not be approved, or why fees and expenses should or should not be awarded, provided, however, that a Class Member or any other person or entity

must deliver by hand or send by first class mail written objections and copies of any papers and briefs such that they are postmarked no later than September 21, 2016 to Lead Counsel:

**LEAD COUNSEL FOR PLAINTIFFS:**

James M. Hughes  
Christopher F. Moriarty  
MOTLEY RICE LLC  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464

Lead Counsel shall forward a copy of all objections received by Lead Counsel to the Court and to counsel for Defendants. Any Class Member may also attend the Fairness Hearing in person or through a representative and be heard orally in favor of or in opposition to any approval of the proposed Settlement, plan of allocation, and/or award of fees and expenses.

12. Any Class Member who does not make his, her, or its objection in the manner provided herein and in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or reasonableness of the proposed Settlement as set forth in the Stipulation, to the plan of allocation, or to the award of fees and expenses, unless otherwise ordered by the Court.

13. Any objections, filings, and other submissions by the objecting Class Member must: (i) state the name, address, and telephone number of the person objecting and must be signed by the objector; (ii) contain a statement of the Class Member's objection or objections, and the reasons for each objection, including, if they wish, any legal and evidentiary support the Class Member wishes to bring to the Court's attention; and (iii) include the objecting Class Member's purchases and sales of Barrick publicly traded common stock on the New York Stock Exchange during the Class Period, including the dates, the number of shares of Barrick publicly traded common stock purchased on the New York Stock Exchange or sold, and price paid or received for each such purchase or sale.

14. Class Members who wish to participate in the Settlement shall complete and submit Proofs of Claim in accordance with the instructions contained in them. Unless the Court orders otherwise, all Proofs of Claim must be postmarked or submitted online no later than September 29, 2016. Any Class Member who does not timely submit a Proof of Claim within the time provided for shall be barred from sharing in the distribution of the proceeds of the settlement fund, unless otherwise ordered by the Court. Notwithstanding the foregoing, Lead Counsel may accept late-submitted claims for processing by the Claims Administrator so long as distribution of the settlement fund to authorized claimants is not materially delayed by it.

15. All funds held in the escrow account shall be deemed and considered to be in the legal custody of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

16. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Defendants as to the validity of any claims or as to the truth of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind.

17. The following schedule of dates shall govern resolution of this Settlement:

<u>Event</u>	<u>Deadline</u>
Summary notice, Notice, and the Proof of Claim shall be mailed by first class mail to Class Members	<b>June 29, 2016</b>
Summary notice to be published once in the national edition of <i>The Wall Street Journal</i> and to be disseminated once over a national newswire service	<b>June 29, 2016</b>

Lead Counsel shall serve on Defendants' counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing	<b>July 6, 2016</b>
Deadline for filing and serving all opening briefs and supporting documents in support of the Applications	<b>September 7, 2016</b>
Deadline for submitting Requests for Exclusion (opt outs)	<b><i>Postmarked by</i> September 21, 2016</b>
Deadline for written objections or oppositions to any of the Applications	<b><i>Postmarked by</i> September 21, 2016</b>
Deadline for Class Members to submit of Proofs of Claim	<b><i>Postmarked or submitted online by September 29, 2016</i></b>
Deadline for Lead Plaintiffs to file reply papers, if any, in further support of the Applications or in response to any objections	<b>September 30, 2016</b>
Date of Fairness Hearing	<b>October 18, 2016 at 10:00 a.m.</b>

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE RICHARD M. BERMAN  
UNITED STATES DISTRICT JUDGE



# **Exhibit A-1**

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In re BARRICK GOLD SECURITIES  
LITIGATION

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X  
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X

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

**TO: ALL PERSONS WHO PURCHASED THE PUBLICLY TRADED COMMON STOCK OF BARRICK GOLD CORPORATION (“BARRICK” OR THE “COMPANY”) ON THE NEW YORK STOCK EXCHANGE FROM MAY 7, 2009 THROUGH AND INCLUDING NOVEMBER 1, 2013 (THE “CLASS PERIOD”), AND WHO ARE NOT EXCLUDED FROM THE CLASS AS DESCRIBED BELOW IN SECTION II. B:**

- **PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED BY THE LITIGATION ENTITLED *IN RE BARRICK GOLD SECURITIES LITIGATION*, No. 13-cv-03851 (THE “LITIGATION”).**
- **YOU MAY BE ELIGIBLE TO RECEIVE MONEY FROM THE SETTLEMENT OF THIS CASE.**
- **IF YOU WISH TO COMMENT IN FAVOR OF THE SETTLEMENT OR OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.**
- **TO RECEIVE MONEY FROM THIS SETTLEMENT, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) ONLINE OR POSTMARKED NO LATER THAN SEPTEMBER 29, 2016.**
- **IF YOU DO NOT WISH TO PARTICIPATE IN THE SETTLEMENT YOU MAY REQUEST TO BE EXCLUDED BY SENDING A WRITTEN REQUEST FOR EXCLUSION THAT MUST BE POSTMARKED NO LATER THAN SEPTEMBER 21, 2016.**
- **IF YOU RECEIVED THIS NOTICE ON BEHALF OF A CLASS MEMBER, AS DEFINED BELOW, WHO IS DECEASED, YOU SHOULD PROVIDE THE NOTICE TO THE AUTHORIZED LEGAL REPRESENTATIVE OF THAT CLASS MEMBER.**

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement (the “Settlement”) has been reached between the parties in this certified class action pending in the United States District Court for the Southern District of New York (the “Court”) brought on behalf of all individuals and entities described above (the “Class”). The Court has preliminarily approved the Settlement, whose terms are set forth in the Amended Stipulation of Settlement (“Stipulation”), which is available at [www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com). You have received this Notice of Proposed Settlement of Class Action (the “Notice”) because records indicate that you may be a member of the certified Class. This Notice is designed to inform you of your rights, how you can submit a claim, and how you can comment in favor of the Settlement or object to the Settlement. If the Settlement is finally approved by the Court, the Settlement will be binding upon you, unless you exclude yourself, even if you do not submit a claim to obtain money from the Settlement and even if you object to the Settlement.

The Settlement creates a fund in the amount of **\$140,000,000** in cash, which will accrue interest, (the “Settlement Fund”) for the benefit of members of the Class (“Class Members”) who purchased Barrick publicly traded common stock on the New York Stock Exchange from May 7, 2009, through November 1, 2013, inclusive (the “Class Period”). Your recovery from the Settlement Fund will be calculated according to the plan of allocation that is detailed below in Section II. F. Your recovery will depend on a number of variables, including the number of shares that you purchased during the Class Period and the timing of any purchases and sales that you made. **Motley Rice LLC (“Lead Counsel”) estimates that the average recovery per allegedly damaged share of Barrick common stock purchased on the New York Stock Exchange is approximately \$0.12, before deduction of all fees and expenses, and approximately \$0.08 per allegedly damaged share, after the deduction of all fees and expenses discussed below in Section II. H.** The settling parties do not agree on the average amount of damages per share that would be recoverable if LRI Invest S.A. and Union Asset Management Holding AG (“Lead Plaintiffs”) prevailed on their claims.

**There will be a fairness hearing on the Settlement (“Fairness Hearing”) at 10 a.m. on October 18, 2016, in Courtroom 17B of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, which you may attend.**

If you have any questions regarding any aspect of the Settlement, the plan of allocation, or your potential recovery, you may contact the claims administrator, The Garden City Group, LLC (“Claims Administrator”), at P.O. Box 10197, Dublin, OH 43017-3197, at (855) 907-3222, or on [www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com); or Lead Counsel Motley Rice LLC, 28 BridgeSide Blvd., Mt. Pleasant, SC 29464, or at (800) 768-4026.

## **I. BACKGROUND OF THE CASE**

The initial complaint in this action was filed on June 5, 2013. On September 20, 2013, the Court entered an order appointing Lead Plaintiffs and Motley Rice LLC as lead counsel (“Lead Counsel”). On December 12, 2013, Lead Plaintiffs filed the operative Consolidated

Amended Class Action Complaint (“Complaint”) against Defendants Aaron W. Regent, Jamie C. Sokalsky, Ammar Al-Joundi, Peter Kinver, Igor Gonzales, George Potter, and Sybil E. Veenman (collectively, the “Individual Defendants”) and Barrick Gold Corporation (collectively with the Individual Defendants, “Defendants”) alleging violations of §§ 10(b) and 20(a) of the Securities Exchange Act of 1934 against the Defendants.

Barrick is one of the largest gold mining companies in the world, and had started work on a mine in Pascua-Lama, which is on the border of Chile and Argentina. Lead Plaintiffs alleged that Defendants made materially false or misleading statements about Barrick’s compliance with environmental regulations governing the development of the mine, and also about Barrick’s internal controls over financial reporting. Lead Plaintiffs also alleged that Barrick’s stock price was artificially inflated because of the failure to disclose material information.

Defendants moved to dismiss the Complaint, denying all claims and contentions alleged by Lead Plaintiffs and maintaining that Lead Plaintiffs did not adequately allege any valid claim under the federal securities laws. The Court granted in part and denied in part Defendants’ motion to dismiss on April 1, 2015.

Lead Plaintiffs filed a motion for class certification on November 30, 2015, and Defendants filed their opposition to the motion on December 21, 2015. The Court granted the motion for class certification on March 23, 2016.

The parties engaged the services of the Hon. Layn R. Phillips (Ret.), a mediator. The parties prepared detailed mediation statements and presentations and engaged in full-day in-person mediation sessions with Judge Phillips on July 31, 2015, November 3, 2015, and April 16, 2016.

The Court has not ruled on the merits of whether Defendants violated the securities laws. Defendants have denied and continue to deny all allegations of wrongdoing or liability associated with the claims alleged, and that damages were allegedly suffered by the Class, including disputing the methodologies for quantifying damages and whether there was any artificial inflation in Barrick’s stock price.

Lead Plaintiffs and Defendants, and their counsel, do not agree about the merits of the claims or defenses, but have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The settling parties and their counsel have determined that the Settlement is fair and reasonable and is in the best interests of the members of the Class.

## **II. TERMS OF THE SETTLEMENT**

The Amended Stipulation of Settlement, dated June 9, 2016, sets forth the terms of the Settlement, and provides for the following:

**A. What is the total amount of the Settlement?**

Barrick will pay (or cause to be paid) into an escrow account, pursuant to the Stipulation, cash in the amount of \$140,000,000, which will accrue interest (the Settlement Fund), of which up to approximately \$40,480,000 would be used to pay for legal and administrative fees and expenses subject to approval by the Court. Subject to the Court's approval, the "Net Settlement Fund" consists of the Settlement Fund, minus: (i) the administrative fees and expenses of the Settlement, including costs of printing, mailing, and publishing this Notice and a summary of this Notice and issuing a press release, fees and costs associated with processing claims and distributing payments ("Notice and Administration Expenses"), which are estimated to be no greater than \$4,280,000 depending upon assumptions made about the number of notices mailed and claims processed; (ii) taxes and tax expenses assessed against earnings of the Settlement Fund; (iii) no more than 25% of the Settlement Fund for payment of attorneys' fees and no more than \$1,200,000 for payment of Lead Plaintiffs' counsels' (i.e., any attorney or firm who has appeared in the Litigation on behalf of Lead Plaintiffs) expenses, if awarded by the Court. The Net Settlement Fund is estimated by Lead Counsel to be at least \$99,520,000. The Net Settlement Fund will be distributed to Class Members who timely submit valid Proof of Claim forms showing a recognized loss.

**B. Am I included in the certified Class and the Settlement?**

You are a member of the certified Class and are included in the Settlement if (i) you purchased Barrick publicly traded common stock on the New York Stock Exchange during the period from May 7, 2009 through November 1, 2013, inclusive, and (ii) you are NOT in one of the following groups, each of which is excluded from the Class:

- a. Defendants; members of the immediate families of the Individual Defendants; all subsidiaries and affiliates of Defendants, including Barrick's employee retirement and benefit plans; any person who was a Barrick director or officer during the Class Period, as well as their liability insurance carriers, assigns, or subsidiaries thereof; any entity in which any defendant has a controlling interest; and the legal representatives, heirs, successors, or assigns of any excluded party.
- b. All Persons<sup>1</sup> who would otherwise be a member of the Class, but who timely and validly request to be excluded from the Class. If you want to be excluded from the Class, you may request exclusion from the Class by following the steps described in Section II. C below.

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<sup>1</sup> "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

Receipt of this Notice does not mean you are a Class Member.

**C. Can I request to be excluded (or “opt out”) of this Settlement?**

Yes. If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue the Defendants and the other Released Persons (as defined below) in some other lawsuit about the Released Claims (as defined below), then you may request to be excluded from the Class by taking the following steps to remove yourself from this Litigation. **To exclude yourself from the Class and the Settlement, you must send a letter by first-class mail stating that you “request exclusion from the Class in the *Barrick Gold Securities Litigation*, Civil Action No. 1:13-cv-03851-RMB.”** Your letter must include your purchases and sales of Barrick publicly traded common stock on the New York Stock Exchange during the Class Period, including the dates, the number of shares of Barrick stock purchased or sold, and price paid or received for each such purchase or sale. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request so that it is **postmarked no later than September 21, 2016** to:

*Barrick Gold Securities Litigation*  
Claims Administrator  
c/o Garden City Group  
P.O. Box 10197  
Dublin, OH 43017-3197

NO REQUEST FOR EXCLUSION WILL BE CONSIDERED VALID UNLESS ALL OF THE INFORMATION DESCRIBED ABOVE IS INCLUDED IN ANY SUCH REQUEST.

If you timely and validly request exclusion from the Class: (i) you will be excluded from the Class; (ii) you will not share in the proceeds of the Settlement described above; (iii) you will not be bound by any judgment or order entered in the case; and (d) you will not be precluded from otherwise prosecuting a claim against Defendants or the Released Persons based on the matters alleged in this Litigation.

**D. What is the legal effect of the Settlement on my rights?**

If you are a member of the Class, this class action and Settlement will affect your legal rights, whether or not you submit a claim form or receive a payment from the Settlement. If the Court grants final approval of the Settlement, this Litigation will be dismissed with prejudice and all Class Members will fully release and discharge Defendants and other Released Persons, as defined below, from all claims for relief arising out of or based on Lead Plaintiffs’ allegations. When a person “releases” a claim against another person, that person cannot sue the “released person” for any of the claims covered by the release.

The “Released Persons” are each and all of the Defendants and each of a Defendant’s respective former, present or future parents, subsidiaries, divisions and affiliates and the

respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives and assigns of each of them, in their capacity as such.

“Released Claims” means any and all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, whether class or individual in nature, that the Lead Plaintiffs or any Class Member asserted or could have asserted in the Litigation or any forum, which arise out of or relate in any way to both: (i) the purchase of shares of publicly traded Barrick common stock on the New York Stock Exchange during the Class Period, and (ii) any disclosures, public filings, registration statements, or other statements by Barrick or any Defendant in this Litigation based upon or arising out of any facts, matters, allegations, transactions, events, disclosures, statements, acts or omissions that were asserted or could have been asserted by Lead Plaintiffs or any Class Members in the Litigation. “Released Claims” does not include claims to enforce the Settlement, or claims alleged in any related ERISA or derivative actions.

“Released Claims” includes “Unknown Claims” which means essentially any claims that the settling parties or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, Lead Plaintiffs, Lead Counsel, or Class Members which, if known by him, her, or it, might have affected his, her, or its settlement with and release, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or to the release of the Released Persons, Lead Plaintiffs, Lead Counsel, or Class Members. The full definition of “Unknown Claims” is at ¶ 1.31 of the Stipulation.

To share in the Settlement Fund, you must submit a claim form. If you submit a valid and timely claim form, you will be eligible to receive a payment based on the plan of allocation described below in Section II. F.

**If you do nothing, you will get no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against the Defendants and the other Released Persons about the Released Claims, ever again.**

**E. How can I get a payment?**

To qualify for a payment, you must submit a valid Proof of Claim. A Proof of Claim is included with this Notice. You may also get a Proof of Claim by downloading it from [www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com) or contacting the Garden City Group at (855) 907-3222. Read the instructions carefully, fill out the Proof of Claim, include all the documents and information the form asks for, sign it, and mail it **postmarked, or submit it online, no later than September 29, 2016**, to the address provided in the form.

The authorized legal representative of a Class Member may submit a Proof of Claim and receive a recovery on behalf of the Class Member.

**F. Plan of Allocation: What will I receive from the Settlement?**

A Class Member's actual recovery will be a proportion of the Net Settlement Fund (defined above), determined by that claimant's recognized loss (i.e., a claim proved by timely submission of a valid Proof of Claim and calculated according to the following plan of allocation, if approved by the Court) as compared to the total recognized losses of all eligible claimants.

Although we cannot determine the exact amount of your individual payment at this time, your payment will be based on the plan of allocation below. A "Recognized Loss Amount" will be calculated as set forth below for each share of Barrick common stock purchased during the Class Period that is listed in the claim form. To the extent that the calculation of a claimant's Recognized Loss Amount results in a negative number, that number shall be set to zero. An "Out of Pocket Loss" will also be calculated for each purchase using the actual purchase price (excluding all fees, taxes, and commissions) minus the actual sales price (excluding all fees, taxes, and commissions).

If you have a net loss on all your New York Stock Exchange transactions in Barrick common stock during the Class Period, you will be paid as follows. For each share of Barrick publicly traded common stock purchased on the New York Stock Exchange from May 7, 2009 through and including November 1, 2013, and:

- A. sold before the opening of trading on July 26, 2012 (the date of the first alleged corrective disclosure by Defendants), the Recognized Loss Amount for each share shall be zero.
- B. sold after the opening of trading on July 26, 2012, and before the close of trading on October 31, 2013, the Recognized Loss Amount for each share shall be **the lesser of:**
  - (1) the dollar artificial inflation figure as set forth in Table 1 below, applicable to each such share on the date of purchase, **minus** the dollar artificial inflation figure as set forth in Table 1 below, applicable to each such share on the date of sale; or
  - (2) the Out of Pocket Loss, calculated as the actual purchase price minus the actual sales price.
- C. sold after the opening of trading on November 1, 2013, and before the close of trading on January 29, 2014, the Recognized Loss Amount for each share shall be **the least of:**



- (1) the dollar artificial inflation figure as set forth in Table 1 below, applicable to each such share on the date of purchase; or
  - (2) the actual purchase price of each such share (excluding all fees, taxes and commissions) ***minus*** the average closing price as set forth in Table 2 below, from November 1, 2013, up to the date of sale; or
  - (3) the Out of Pocket Loss, calculated as the actual purchase price minus the actual sales price.
- D. held as of the close of trading on January 29, 2014, the Recognized Loss Amount for each share shall be **the lesser of:**
- (1) the dollar artificial inflation figure as set forth in Table 1 below, applicable to each such share on the date of purchase; or
  - (2) the actual purchase price of each such share (excluding all fees, taxes and commissions) ***minus*** \$17.50 (i.e., the average closing price of Barrick common stock between November 1, 2013, and January 29, 2014, as shown on the last line of Table 2 below).

**TABLE 1**  
**Barrick Common Stock Estimated Artificial Inflation**  
**for Purposes of Calculating Purchase and Sale Inflation**

Purchase or Sale Date	Artificial Inflation
May 7, 2009 - July 25, 2012	\$6.67
July 26, 2012 - October 31, 2012	\$5.01
November 1, 2012 - April 9, 2013	\$2.91
April 10, 2013 - June 30, 2013	\$1.30
July 1, 2013 - October 30, 2013	\$0.40
October 31, 2013 – November 1, 2013	\$0.01

**TABLE 2**  
**Barrick Common Stock Closing Price and Average Closing Price**  
**November 1, 2013 - January 29, 2014**

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price between November 1, 2013 and Date Shown</b>	<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price between November 1, 2013 and Date Shown</b>
11/1/2013	\$18.01	\$18.01	12/16/2013	\$17.05	\$17.04
11/4/2013	\$18.31	\$18.16	12/17/2013	\$17.20	\$17.05
11/5/2013	\$18.28	\$18.20	12/18/2013	\$16.91	\$17.04
11/6/2013	\$18.34	\$18.24	12/19/2013	\$16.58	\$17.03
11/7/2013	\$18.18	\$18.22	12/20/2013	\$16.58	\$17.02
11/8/2013	\$18.22	\$18.22	12/23/2013	\$16.67	\$17.01
11/11/2013	\$18.19	\$18.22	12/24/2013	\$17.29	\$17.01
11/12/2013	\$18.03	\$18.20	12/26/2013	\$17.29	\$17.02
11/13/2013	\$18.10	\$18.18	12/27/2013	\$17.46	\$17.03
11/14/2013	\$18.11	\$18.18	12/30/2013	\$17.11	\$17.03
11/15/2013	\$18.07	\$18.17	12/31/2013	\$17.63	\$17.05
11/18/2013	\$17.67	\$18.13	1/2/2014	\$18.31	\$17.08
11/19/2013	\$17.83	\$18.10	1/3/2014	\$18.15	\$17.10
11/20/2013	\$17.18	\$18.04	1/6/2014	\$18.35	\$17.13
11/21/2013	\$16.85	\$17.96	1/7/2014	\$18.27	\$17.16
11/22/2013	\$16.38	\$17.86	1/8/2014	\$17.96	\$17.17
11/25/2013	\$16.39	\$17.77	1/9/2014	\$17.74	\$17.19
11/26/2013	\$16.21	\$17.69	1/10/2014	\$18.18	\$17.21
11/27/2013	\$16.36	\$17.62	1/13/2014	\$18.17	\$17.23
11/29/2013	\$16.49	\$17.56	1/14/2014	\$17.80	\$17.24
12/2/2013	\$15.54	\$17.46	1/15/2014	\$18.04	\$17.25
12/3/2013	\$15.51	\$17.38	1/16/2014	\$18.21	\$17.27
12/4/2013	\$15.68	\$17.30	1/17/2014	\$18.77	\$17.30
12/5/2013	\$15.43	\$17.22	1/21/2014	\$19.25	\$17.34
12/6/2013	\$15.40	\$17.15	1/22/2014	\$18.80	\$17.36
12/9/2013	\$16.00	\$17.11	1/23/2014	\$19.31	\$17.40
12/10/2013	\$16.87	\$17.10	1/24/2014	\$19.03	\$17.43
12/11/2013	\$16.38	\$17.07	1/27/2014	\$18.53	\$17.45

12/12/2013	\$16.46	\$17.05	█	1/28/2014	\$18.80	\$17.47
12/13/2013	\$16.74	\$17.04	█	1/29/2014	\$19.52	\$17.50

If you have more than one purchase or sale on the New York Stock Exchange of Barrick publicly traded common stock during the Class Period, all purchases and sales shall be matched on a First in/First Out (“FIFO”) basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member also had a net overall loss, after all profits from transactions in all Barrick publicly traded common stock described above during the Class Period are subtracted from all losses. If you held some or all of your shares as of the close of trading on November 1, 2013, and did not have a sale for the Claims Administrator to use to calculate your net overall loss, the Claims Administrator will ascribe a value of \$18.01 per share for the Barrick publicly traded common stock you still held as of the close of trading on November 1, 2013 (the “Holding Value”).

This plan of allocation is subject to approval by the Court. Any orders regarding the plan of allocation will be posted at [www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com).

The Net Settlement Fund will be allocated among all authorized claimants whose payment is \$10.00 or greater. If the payment to any authorized claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that authorized claimant.

Distributions will be made to authorized claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds shall be used: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, additional settlement administration fees, costs, and expenses, including those of Lead Plaintiffs’ counsel as may be approved by the Court; and (c) to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is de minimis and such remaining balance shall then be distributed to an appropriate non-sectarian, non-profit charitable organization serving the public interest selected by Lead Counsel and approved by the Court.

**G. No Extra Compensation for the Lead Plaintiffs LRI Invest S.A. and Union Asset Management Holding AG**

LRI Invest S.A. and Union Asset Management Holding AG, the court-appointed Lead Plaintiffs, have not and will not apply to the Court for any compensation that is different from that available to all other Class Members. Their claims will also be calculated according to the plan of allocation described above.

**H. Compensation for Lead Plaintiffs' Counsel**

At the Fairness Hearing, Lead Counsel will request that the Court award attorneys' fees of up to twenty-five percent (25%) of the Settlement Fund and approve payment of counsel's expenses incurred in connection with the prosecution and resolution of this action of up to \$1,200,000. These requested fees and expenses, if approved by the Court, plus the fees and expenses of the Claims Administrator for the notice and administration of the Settlement, which are estimated to be approximately \$4,280,000 but are also subject to Court approval, would amount to an average cost of up to \$0.04 per damaged share. Class Members are not personally liable for any such fees, expenses, or compensation.

**I. Notification of Shareholders and Legal Representatives**

If your address is different from the address that this Notice was mailed to or if your address changes, you must notify the Claims Administrator for this Settlement of your new address as soon as possible. Any failure to keep the Claims Administrator informed of your current address may result in the loss of any monetary award you may be eligible to receive. If necessary, please send your new contact information to the address listed below and include your old address, new address, new telephone number, date of birth, and Social Security number. These last two items are required so that the Claims Administrator can verify that the address change is from the actual Class Member. You may contact the Claims Administrator at:

*Barrick Gold Securities Litigation*  
Claims Administrator  
c/o Garden City Group  
P.O. Box 10197  
Dublin, OH 43017-3197  
[www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com)  
(855) 907-3222

## **SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If you purchased Barrick publicly traded common stock on the New York Stock Exchange (CUSIP: 067901108) during the Class Period for the beneficial interest of an individual or organization other than yourself, the Court has directed that, WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such securities during such time period, or (b) request additional copies of this Notice, the Proof of Claim form, and the summary notice, which will be provided to you free of charge, and within ten (10) calendar days mail the Notice, the Proof of Claim form, and the summary notice directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Class Members.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Your reasonable expenses will be paid upon request, submission of appropriate supporting documentation, and court approval.

All communications concerning the foregoing should be addressed to the Claims Administrator:

*Barrick Gold Securities Litigation*  
Claims Administrator  
c/o Garden City Group  
P.O. Box 10197  
Dublin, OH 43017-3197  
(855) 907-3222  
[www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com)

### **III. LEAD PLAINTIFFS' AND LEAD COUNSEL'S SUPPORT OF THE SETTLEMENT**

In settling this Litigation, the parties engaged the services of the Hon. Layn R. Phillips (Ret.), a mediator. The parties prepared detailed mediation statements and presentations and engaged in full-day in-person mediation sessions with Judge Phillips on July 31, 2015, November 3, 2015, and April 16, 2016. Following the extensive arm's-length negotiations, the settling parties (Defendants and the Lead Plaintiffs) reached an agreement in principle for the settlement of the Litigation.

Lead Plaintiffs' principal reason for entering into the Settlement is the benefit to the Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery – or,

indeed, no recovery at all – might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future. For the Defendants, who have denied and continue to deny all allegations of liability, fault, or wrongdoing whatsoever, the principal reason for entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens inherent in any litigation, especially in complex cases such as this Litigation. Defendants have concluded that further conduct of this Litigation could be protracted and distracting.

#### **IV. OPPORTUNITIES TO GIVE YOUR OPINION ABOUT THE SETTLEMENT**

If you are a Class Member, you can tell the Court that you agree or do not agree with the Settlement or some part of it or otherwise apprise the Court as to your opinion regarding the Settlement. You can also object to the Settlement or any of its terms, the proposed plan of allocation, and/or the application by Lead Counsel for an award of fees and expenses.

If you wish to submit a written objection to the Settlement, you must send a signed letter stating that you object to the proposed Settlement in *In re Barrick Gold Securities Litigation*, Civil Action No. 1:13-cv-03851-RMB. Your objection must include your name, address, telephone number, and signature; identify the date(s), price(s), and number of shares of all purchases and sales on the New York Stock Exchange of Barrick common stock you made during the Class Period; and state the reasons why you object, including any legal and evidentiary support if you wish to. Your objection must be **postmarked no later than September 21, 2016**, and be sent to Motley Rice LLC, counsel to the Lead Plaintiffs, at the following address:

##### **LEAD COUNSEL:**

James M. Hughes, Esq.  
Christopher F. Moriarty, Esq.  
MOTLEY RICE LLC  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464

You do not need to go to the Fairness Hearing to have your written objection considered by the Court.

You may also attend the Fairness Hearing. At the Fairness Hearing, Class Members may speak in favor of or in opposition to the Settlement, the plan of allocation, or Lead Counsel's motion for an award of fees and payment of expenses. Class Members may appear in person or arrange, at their expense, for a lawyer to represent them at the Fairness Hearing. If you or your representative intends to appear in person but has not submitted a written objection postmarked no later than **September 21, 2016**, it is recommended that you give advance notice to Lead Counsel for the Class of your intention to attend the hearing and the basis for your statements. You may contact them at the address provided above.

#### **V. FAIRNESS HEARING**

The Court will hold a Fairness Hearing open to the public, at **10:00 a.m. on October 18, 2016**, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 17B, New York, New York 10007. At this hearing, the Court will consider whether the Settlement is fair and reasonable. At the Fairness Hearing, the Court also will consider the proposed plan of allocation for the proceeds of the Settlement and the application of Lead Counsel for fees and payment of expenses. The Court will take into consideration any timely objections. You are free, but not required, to attend this hearing.

You should be aware that the Court may change the date and time of the Fairness Hearing. If you would like to come to the hearing, you should visit [www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com) or contact Lead Counsel before coming to confirm that date and/or time has not changed.

## **VI. ADDITIONAL INFORMATION**

This Notice summarizes the proposed Settlement. More details are contained in the Amended Stipulation of Settlement. You can get a copy of the Amended Stipulation of Settlement by contacting Lead Counsel Motley Rice LLC, 28 Bridgeside Blvd., Mt. Pleasant, SC 29464, at (800) 768-4026, or through [www.motleyrice.com](http://www.motleyrice.com), or by visiting [www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com).

You can also call the Claims Administrator toll-free at (855) 907-3222; write to them at *Barrick Gold Securities Litigation*, Claims Administrator, c/o Garden City Group, P.O. Box 10197, Dublin, OH 43017-3197; or visit the Settlement website at [www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com), where you will find downloadable copies of the Amended Stipulation of Settlement, the claim form, other documents, and find answers to common questions about the Settlement and other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

For more detailed information concerning the matters involved in this Litigation, you can inspect the pleadings, the Amended Stipulation of Settlement, the Orders entered by the Court, and the other papers filed in the Litigation at the office of the Clerk of Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007. You may also contact Lead Counsel Motley Rice LLC, 28 Bridgeside Blvd., Mt. Pleasant, SC 29464, (800) 768-4026, by telephone or mail.

### **DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

DATED: \_\_\_\_\_, 2016

# **Exhibit A-2**



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In re BARRICK GOLD SECURITIES  
LITIGATION

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PROOF OF CLAIM AND RELEASE

## I. GENERAL INSTRUCTIONS

1. To recover as a Class Member<sup>1</sup> based on your claims in the action entitled *In re Barrick Gold Securities Litigation*, Case No. 13 cv 3851 (RMB) (S.D.N.Y.) (the “Litigation”), you must complete and, on page 8 hereof, sign this Proof of Claim and Release form (“Proof of Claim”). If you fail to submit a timely and properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may not receive any recovery from the “Net Settlement Fund” (i.e., the settlement fund of \$140,000,000 plus interest and minus any (i) Court-awarded attorneys’ fees, costs, expenses, and interest thereon; (ii) notice and administration fees and expenses; (iii) taxes and tax expenses; and (iv) other Court-approved deductions) created in connection with the proposed settlement of the Litigation.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the settlement of the Litigation.

**3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, POSTMARKED OR SUBMITTED ONLINE NO LATER THAN SEPTEMBER 29, 2016, ADDRESSED AS FOLLOWS:**

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<sup>1</sup> “Class Members” or the “Class” means all persons and entities who purchased Barrick Gold Corporation (“Barrick”) publicly traded common stock on the New York Stock Exchange from May 7, 2009, through and including November 1, 2013 (the “Class Period”). Excluded from the Class are: (i) Barrick, Aaron W. Regent, Jamie C. Sokalsky, Ammar Al-Joundi, Peter Kinver, Igor Gonzales, George Potter, and Sybil E. Veenman (the “Individual Defendants,” and with Barrick, the “Defendants”); (ii) members of the immediate families of the Individual Defendants; (iii) all subsidiaries and affiliates of Defendants, including Barrick’s employee retirement and benefit plans; (iv) any person who was a Barrick director or officer during the Class Period, as well as their liability insurance carriers, assigns, or subsidiaries thereof; (v) any entity in which any defendant has a controlling interest; and (vi) the legal representatives, heirs, successors, or assigns of any excluded party. Also excluded from the Class is any Class Member that validly and timely requests exclusion in accordance with the requirements set by the Court.

*Barrick Gold Securities Litigation*  
Claims Administrator  
c/o Garden City Group  
P.O. Box 10197  
Dublin, OH 43017-3197

Online Submissions: [www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com)

If you are NOT a Class Member, as defined on page 1, DO NOT submit a Proof of Claim.

4. If you are a Class Member and you did not timely request exclusion, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

## **II. CLAIMANT IDENTIFICATION**

If you purchased Barrick publicly traded common stock on the New York Stock Exchange and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased Barrick publicly traded common stock on the New York Stock Exchange and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

Use Part I of this form entitled “Claimant Identification” to identify each purchaser of record (“nominee”), if different from the beneficial purchaser of the Barrick publicly traded common stock that forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OF THE BARRICK PUBLICLY TRADED COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

All joint purchasers must sign this claim. Executors, administrators, guardians, conservators, and trustees or others acting in a representative capacity on behalf of a Class Member must complete and sign this claim on behalf of persons represented by them, and submit

evidence of their current authority to act on behalf of that Class Member, including that your titles or capacities must be stated. Separate Proofs of Claim should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity on one Proof of Claim, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Proof of Claim). The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

### **III. PROOF OF CLAIM**

Use Part II of this form entitled "Schedule of Transactions in Barrick Publicly Traded Common Stock" to supply all required details of your transaction(s) in Barrick publicly traded common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to *all* of your purchases and *all* of your sales of Barrick publicly traded common stock which took place during the period May 7, 2009 through and including January 30, 2014, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to *all* of the shares of Barrick publicly traded common stock you held at the close of trading on May 6, 2009, November 1, 2013 and January 30, 2014. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date (not settlement date), beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase of Barrick publicly traded common stock. The date of a “short sale” is deemed to be the date of sale of Barrick publicly traded common stock.

For each transaction, copies of broker confirmations or other documentation of your transactions in Barrick publicly traded common stock should be attached to your claim. The parties and the claims administrator do not independently have information about your investments. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUBMIT THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. This is different from the online submission process that is available at [www. barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com). If you have a large number of transactions and wish to file your claim electronically, you must contact the claims administrator at (855) 907-3222 to obtain the required file layout.

*In re Barrick Gold Securities Litigation*

Case No. 13 Civ. 3851

PROOF OF CLAIM AND RELEASE

**Must Be Postmarked or Submitted Online No Later Than:**

**September 29, 2016**

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

(The claims administrator will use this information for all communications regarding your Proof of Claim. If this information changes, you MUST notify the claims administrator in writing at the address above.)

Beneficial Owner's Name (First, Middle, Last, as the name(s) should appear on check, if eligible for payment)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or  
Taxpayer Identification Number

Individual  
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

PART II: SCHEDULE OF TRANSACTIONS IN BARRICK PUBLICLY TRADED COMMON STOCK

- A. Number of shares of Barrick publicly traded common stock held at the close of trading on May 6, 2009: \_\_\_\_\_
- B. Purchases of Barrick publicly traded common stock on the New York Stock Exchange (May 7, 2009 – January 30, 2014, inclusive):

Trade Date Month Day Year	Number of Shares Purchased	Total Purchase Price (excluding all fees, taxes and commissions)
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

**IMPORTANT:** (i) If any purchase listed covered a “short sale,” please mark Yes.  Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount, and the company acquired:

□□/□□/□□□□  
MM DD YYYY \_\_\_\_\_  
Merger Shares Company

- C. Sales of Barrick publicly traded common stock (May 7, 2009 – January 30, 2014, inclusive):

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price (excluding all fees, taxes and commissions)
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

- D. Number of shares of Barrick publicly traded common stock held at the close of trading on November 1, 2013: \_\_\_\_\_
- E. Number of shares of Barrick publicly traded common stock held at the close of trading on January 30, 2014: \_\_\_\_\_

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

**YOU MUST READ AND SIGN ON PAGE 8. FAILURE TO SIGN THIS FORM MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

**IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

On behalf of myself (ourselves) and each of my (our) heirs, agents, executors, trustees, administrators, predecessors, successors and assigns, I (we) submit this Proof of Claim under the terms of the Stipulation of Settlement described in the Notice of Proposed Settlement of Class Action (“Notice”). I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) a Class Member(s) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the claims administrator to support this claim (including transactions in other Barrick securities) if requested to do so. I (We) have not submitted any other claim covering the same purchases or sales of Barrick publicly traded common stock on the New York Stock Exchange during the Class Period and know of no other person having done so on my (our) behalf.

**V. RELEASE**

1. Upon the Effective Date of the Settlement, I (we), as a Class Member, acknowledge full and complete satisfaction of, and fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the Released Persons, defined in the accompanying Notice.



2. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

3. I (We) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in Barrick publicly traded common stock which are the subject of this claim, which occurred during the Class Period, as well as the opening and closing positions in such securities held by me (us) on the dates requested in this claim form.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_,  
(Month/Year) (City)

\_\_\_\_\_  
(State/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing,  
e.g., Beneficial Purchaser or Acquirer, Executor  
or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign above.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your claim form and all supporting documentation for your records.
6. The claims administrator will acknowledge receipt of your Proof of Claim by mail, within 60 days. Your claim is not deemed submitted until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the claims administrator toll free at (855) 907-3222.  
  
If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR POSTMARKED NO LATER THAN SEPTEMBER 29, 2016, ADDRESSED AS FOLLOWS:**

*Barrick Gold Securities Litigation*  
Claims Administrator  
c/o Garden City Group  
P.O. Box 10197  
Dublin, OH 43017-3197  
www.barrickgoldsecuritieslitigation.com  
(855) 907-3222

# **Exhibit A-3**

\_\_\_\_\_  
In re BARRICK GOLD SECURITIES  
LITIGATION  
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**SUMMARY NOTICE OF SETTLEMENT**

TO: ALL PERSONS WHO PURCHASED THE PUBLICLY TRADED COMMON STOCK OF **BARRICK GOLD CORPORATION** (“BARRICK”) ON THE NEW YORK STOCK EXCHANGE DURING THE PERIOD FROM MAY 7, 2009 THROUGH AND INCLUDING NOVEMBER 1, 2013

YOU ARE HEREBY NOTIFIED that a hearing will be held on October 18, 2016, at 10:00 A.M., before the Honorable Richard M. Berman, United States District Judge, at the United States District Court for the Southern District of New York, Courtroom 17B, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007. The purpose of the hearing is to determine: (1) whether the proposed settlement of the claims in the securities litigation entitled In re Barrick Gold Securities Litigation, No. 13-cv-03851, should be approved by the Court as fair and reasonable. The total amount of the proposed settlement is \$140,000,000, plus interest but minus approximately \$40,480,000 in legal and administration fees and expenses; (2) whether this action should be dismissed with prejudice pursuant to the terms and conditions set forth in the Amended Stipulation of Settlement, dated June 9, 2016; (3) whether the plan of allocation of settlement proceeds is fair and reasonable and should be approved; and (4) whether the application of lead counsel, Motley Rice LLC, for the payment of up to approximately \$36,200,000 in attorneys’ fees and litigation expenses and up to approximately \$4,280,000 in administration fees and expenses, in connection with this litigation should be approved. **You may attend and be heard at this hearing.**

It is anticipated that lead counsel will request attorneys’ fees of up to 25% of the settlement fund, plus litigation expenses of up to \$1,200,000. It is also estimated that lead

counsel will request reimbursement of the costs for notice and administration of the settlement of up to \$4,280,000. Both counsel fees and expenses and the administration fees and expenses will be subject to Court approval.

IF YOU PURCHASED ANY PUBLICLY TRADED BARRICK COMMON STOCK ON THE NEW YORK STOCK EXCHANGE DURING THE PERIOD FROM MAY 7, 2009 THROUGH AND INCLUDING NOVEMBER 1, 2013, YOUR RIGHTS MAY BE AFFECTED BY THIS LITIGATION. A detailed Notice of Proposed Settlement of Class Action and Proof of Claim and Release form are enclosed. **PLEASE READ AND REFER TO THE NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, which contains the governing terms of the proposed settlement and serves as the definitive notice to you.** The Notice of Proposed Settlement of Class Action contains more details about this litigation and the proposed settlement, including what you must do to exclude yourself or “opt out” of the settlement, object to the terms of the settlement, or submit a proof of claim for payment pursuant to the settlement. You will have until **September 21, 2016** to opt out of the settlement; you will have until **September 21, 2016** to object to the settlement. And you will have until **September 29, 2016** to submit a completed proof of claim.

You may also obtain downloadable copies of the Notice of Proposed Settlement of Class Action, Proof of Claim and Release form, and other important documents, by visiting the website, [www.barrickgoldsecuritieslitigation.com](http://www.barrickgoldsecuritieslitigation.com); calling The Garden City Group at (855) 907-3222; or writing to Barrick Gold Securities Litigation, Claims Administrator, c/o The Garden City Group, P.O. Box 10197, Dublin, OH 43017-3197. Do not contact the Court.

If you have any questions about the settlement, you may contact counsel for lead plaintiffs, Motley Rice LLC, Attention: James M. Hughes, Christopher F. Moriarty, 28 Bridgeside Blvd., Mt. Pleasant, SC 29464, or (800) 768-4026.

DATED: June \_\_\_\_, 2016

# **Exhibit B**

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In re BARRICK GOLD SECURITIES  
LITIGATION

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[PROPOSED AMENDED] FINAL JUDGMENT AND ORDER OF DISMISSAL  
WITH PREJUDICE



This matter came before the Court pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Order”) dated \_\_\_\_\_, 2016, on the application of the parties for approval of the settlement set forth in the Amended Stipulation of Settlement dated June 9, 2016 (the “Amended Stipulation”). Due and adequate notice having been given to the Class<sup>1</sup> as required in said Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Court has jurisdiction over the subject matter of the class action *In re Barrick Gold Securities Litigation*, No. 1:13-cv-03854-RMB (S.D.N.Y.) (the “Litigation”) and over all parties to the Litigation, including all Class Members.

2. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby approves the Settlement set forth in the Amended Stipulation and finds that:

(a) said Amended Stipulation and the Settlement contained therein, are, in all respects, fair, reasonable, and adequate and in the best interest of the Class;

(b) there was no collusion in connection with the Amended Stipulation;

(c) the Amended Stipulation was the product of informed, arm’s-length negotiations among competent, able counsel; and

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<sup>1</sup> “Class” or “Class Members” means all persons and entities who purchased Barrick Gold Corporation (“Barrick”) publicly traded common stock on the New York Stock Exchange from May 7, 2009, through and including November 1, 2013 (the “Class Period”). Excluded from the Class are: (i) Barrick, Aaron W. Regent, Jamie C. Sokalsky, Ammar Al-Joundi, Peter Kinver, Igor Gonzales, George Potter, and Sybil E. Veenman (the “Individual Defendants,” and with Barrick, the “Defendants”); (ii) members of the immediate families of the Individual Defendants; (iii) all subsidiaries and affiliates of Defendants, including Barrick’s employee retirement and benefit plans; (iv) any person who was a Barrick director or officer during the Class Period, as well as their liability insurance carriers, assigns, or subsidiaries thereof; (v) any entity in which any defendant has a controlling interest; and (vi) the legal representatives, heirs, successors, or assigns of any excluded party.

(d) the record is sufficiently developed and complete to have enabled LRI Invest S.A. and Union Asset Management Holding AG (“Lead Plaintiffs”) and Defendants to have adequately evaluated and considered their positions.

3. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Amended Stipulation, as well as the terms and provisions hereof. Except as to any individual claim of those persons (identified in Exhibit 1 attached hereto) who have validly and timely requested exclusion from the Class, the Court hereby dismisses the Litigation and all claims asserted therein with prejudice. Lead Plaintiffs and Defendants (the” Settling Parties”) are to bear their own costs, except as and to the extent provided in the Amended Stipulation and herein.

4. Upon the Effective Date,<sup>2</sup> and as provided in the Amended Stipulation, Lead Plaintiffs shall, and each of the Class Members shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims<sup>3</sup> against the Released Persons<sup>4</sup> (including Unknown Claims), whether or not

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<sup>2</sup> Pursuant to Paragraph 7.1 of the Amended Stipulation, the Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events:

- (a) the Court has entered the preliminary approval order;
- (b) the settlement amount has been deposited into the escrow account;
- (c) Defendants have not exercised their option to terminate the Amended Stipulation pursuant to the supplemental agreement;
- (d) the Court has entered this Judgment, or a judgment substantially in the form of this Judgment; and
- (e) this Judgment has become final.

<sup>3</sup> Pursuant to Paragraph 1.23 of the Amended Stipulation, “Released Claims” means any and all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, whether class or individual in

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nature, that the Lead Plaintiffs or any Class Member asserted or could have asserted in the Litigation or any forum, which arise out of or relate in any way to both: (i) the purchase of shares of publicly traded Barrick common stock on the New York Stock Exchange during the Class Period, and (ii) any disclosures, public filings, registration statements, or other statements by Barrick or any Defendant in this Litigation based upon or arising out of any facts, matters, allegations, transactions, events, disclosures, statements, acts or omissions that were asserted or could have been asserted by Lead Plaintiffs or any Class Members in the Litigation. “Released Claims” does not include claims to enforce the Settlement, or claims alleged in any related ERISA or derivative actions. “Released Claims” includes “Unknown Claims.”

Pursuant to Paragraph 1.31 of the Amended Stipulation, “Unknown Claims” means any Released Claims or Released Defendants’ Claims which any of the Settling Parties or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, Lead Plaintiffs, Lead Plaintiffs’ Counsel, or Class Members which, if known by him, her, or it, might have affected his, her, or its settlement with and release, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or to the release of the Released Persons, Lead Plaintiffs, Lead Plaintiffs’ Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each of the Settling Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 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.

The Settling Parties shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived 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, which is similar, comparable or equivalent to California Civil Code § 1542. The Settling Parties 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 Claims or Released Defendants’ Claims, but such person or entity shall expressly settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants’ Claims, 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, 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. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

such Class Member executes and delivers the Proof of Claim and Release form or shares in the net settlement fund. Claims to enforce the terms of the Amended Stipulation are not released.

5. Upon the Effective Date, and as provided in the Amended Stipulation, all Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Persons.

6. Upon the Effective Date, and as provided in the Amended Stipulation, each of the Released Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Defendants' Claims<sup>5</sup> against the Lead Plaintiffs, each and all of the Class Members, and Lead Plaintiffs' Counsel (including Unknown Claims). Claims to enforce the terms of the Amended Stipulation or any order of the Court in the Litigation are not released.

7. The Notice of Proposed Settlement of Class Action given to the Class was the best notice practicable under the circumstances, including the individual notice to all Class

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<sup>4</sup> Pursuant to Paragraph 1.25 of the Amended Stipulation, "Released Persons" means each and all of the Defendants and their Related Parties.

Pursuant to Paragraph 1.22 of the Amended Stipulation, "Related Parties" means each of a Defendant's respective former, present or future parents, subsidiaries, divisions and affiliates and the respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives and assigns of each of them, in their capacity as such.

<sup>5</sup> Pursuant to Paragraph 1.24 "Released Defendants' Claims" means any and all claims and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against Defendants, except for claims relating to the enforcement of the Settlement.

Members who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Amended Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

8. Any plan of allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

9. Neither the Amended Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Amended Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendants or their respective Related Parties, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants or their respective Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Defendants and/or their respective Related Parties may file the Amended Stipulation and/or this Judgment from this Litigation in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the

Settlement Fund; (c) hearing and determining applications for attorneys' fees, expenses, and interest in the Litigation; and (d) all parties herein for the purpose of construing, enforcing, and administering the Amended Stipulation.

11. The Court finds that during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

12. In the event that the Settlement does not become effective in accordance with the terms of the Amended Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants or their insurers, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Amended Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Amended Stipulation, and the Settling Parties shall revert to their respective positions in the Litigation as of April 21, 2016, as provided in the Amended Stipulation.

13. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Amended Stipulation.

14. The Court directs immediate entry of this Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE RICHARD M. BERMAN  
UNITED STATES DISTRICT JUDGE