

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IN RE ADELPHIA COMMUNICATIONS CORP.
SECURITIES & DERIV. LITIG.

03 MD 1529 (LMM)

This Document Relates to:

Consolidated Class Action Complaint (03-CV-5755; 03-CV-5756; 03-CV-5757; 03-CV-5758; 03-CV-5759; 03-CV-5761; 03-CV-5762; 03-CV-5763; 03-CV-5764; 03-CV-5765; 03-CV-5766; 03-CV-5768; 03-CV-5769; 03-CV-5771; 03-CV-5774; 03-CV-5775; 03-CV-5776; 03-CV-5778; 03-CV-5780; 03-CV-5781; 03-CV-5783; 03-CV-5784; 03-CV-5785; 03-CV-5786; 03-CV-5787; 03-CV-5790; 03-CV-5791; 03-CV-5792).

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**STIPULATION AND AGREEMENT OF SETTLEMENT
BETWEEN CLASS MEMBERS AND THE BANKS**

This Stipulation and Agreement of Settlement (the "Stipulation") is entered into between (i) the Lead Plaintiffs,¹ the Named Plaintiffs and the Class and (ii) the Banks, all by and through the undersigned attorneys.

This Stipulation states all of the terms of the Settlement and is intended by the Parties to fully and finally compromise, resolve, discharge and settle the Released Claims subject to the terms and conditions set forth below.

WHEREAS:

The Litigation

A. On July 23, 2003, and thereafter, the actions listed in the caption of this Stipulation were transferred to, or filed in, the Court, along with other related actions pursuant to Order of the Judicial Panel on Multi District Litigation, under the Master File No. 03 MD 1529.

¹ Except where stated otherwise, all capitalized terms are defined in Section 1 of this Stipulation.

Pursuant to a December 5, 2003 Order of the Court (McKenna, J.), the actions listed in the caption of this Stipulation were consolidated.

B. On December 5, 2003, the Court appointed Lead Plaintiffs. The Court further approved the appointment of the law firms of Abbey Spanier Rodd Abrams & Paradis, LLP, and Kirby McInerney & Squire, LLP, as Lead Counsel for plaintiffs in the Class Action.

C. On December 22, 2003, Lead Plaintiffs filed a Consolidated Class Action Complaint. The Complaint names numerous parties as defendants, including members of the family of John J. Rigas and entities under his control, directors and officers of Adelphia, Deloitte & Touche LLP and Buchanan Ingersoll. The Complaint also charged the Banks with violations of state and federal law, including Sections 11 and 12(a)(2) of the Securities Act of 1933, Section 10(b) of the Securities Exchange Act of 1934 and the Trust Indenture Act.

D. On March 8, 2004, the Banks filed motions to dismiss the Complaint on numerous grounds.

E. On May 27, 2005, the Court issued a decision on one aspect of the motions to dismiss that resulted in the dismissal of certain claims asserted against the Banks in the Class Action, but in certain respects granted leave to replead. Additional motions further challenging the claims asserted against the Banks in the Class Action remain pending.

F. After issuing the May 27 decision, Judge McKenna proposed the commencement of mediation among certain parties. Those parties, with the concurrence of Judge McKenna, selected the Settlement Mediator. Lead Plaintiffs and the Banks then entered into extensive negotiations under the supervision of the Settlement Mediator.

G. Lead Counsel have conducted an extensive investigation relating to the allegations pertaining to each defendant in the Class Action, including the Banks, the alleged

damages suffered by the Class and the defenses asserted by the defendants in the Class Action, including the Banks. In connection therewith, Lead Counsel reviewed and analyzed millions of documents produced by Adelphia, the Banks, other Class Action defendants, and numerous non-parties; reviewed deposition transcripts taken in the Adelphia Bankruptcy Proceedings and papers filed and proceedings held therein and in the Adversary Proceeding; and consulted extensively with experts retained to review and advise on the issues pertinent to Plaintiffs' claims in the Class Action, including the damages that Lead Plaintiffs would seek to prove at a trial.

H. Lead Plaintiffs and Lead Counsel believe that the proceedings described above provide an adequate and satisfactory basis for the Settlement described herein.

Benefits of the Settlement to the Class

I. Lead Plaintiffs and Lead Counsel believe that the Settlement provides an excellent monetary recovery for the Class Members based on the claims asserted, the evidence developed and the damages that might be proven against the Banks in the Class Action.

J. Lead Plaintiffs and Lead Counsel further recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Class Action against the Banks through trial and appeals. They have also considered the uncertain outcome and the risk of any litigation, especially in complex litigation such as this Class Action, as well as the difficulties and delays inherent in any such litigation. They are also mindful of the impact on the Class Action of the May 27 decision and that additional motions to dismiss filed by the Banks remain pending before the Court. They are further mindful of the inherent problems of proof and possible defenses to the federal securities law violations and other claims asserted and therefore believe that it is desirable that the Released Claims be fully and finally compromised, settled and resolved with prejudice and enjoined as set forth herein. Based upon their evaluation, Lead

Plaintiffs and Lead Counsel have determined that the Settlement set forth in this Stipulation is fair, reasonable and adequate and in the best interests of the Plaintiffs and the Class Members, and that it confers substantial benefits upon the Class Members.

K. The Banks have denied that they have committed any act or omission giving rise to any liability and/or violation of law, and state that they are entering into this Settlement solely to eliminate the uncertainties, burden and expense of further protracted litigation. The Parties further agree that neither the Stipulation, nor the Settlement, nor any of their terms, nor any press release or other statement or report by the Parties or by others concerning this Stipulation or the Settlement or their terms, shall constitute an admission or finding of wrongful conduct, acts or omissions on the part of any Bank Released Party, or be admissible as evidence of any such wrongful act or omission in any proceeding, including but not limited to arbitrations, other than a proceeding to enforce the terms of the Stipulation, for any purpose whatsoever.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED, by (i) Lead Plaintiffs, for themselves and on behalf of the Class Members, and Named Plaintiffs and (ii) the Banks, that subject to the approval of the Court, the Class Action shall be settled, compromised and dismissed as to the Parties, on the merits and with prejudice and the Released Claims shall be finally and fully compromised, settled and dismissed as to the Released Parties, in the manner and upon the terms and conditions hereafter set forth:

Definitions

1. The following capitalized terms, used in this Stipulation, shall have the meanings specified below:

(a) "Adelphia" means Adelphia Communications Corporation, and its respective present and former parents, subsidiaries, divisions and affiliates.

(b) "Adelphia Bankruptcy Proceedings" means the bankruptcy proceedings filed in the United States Bankruptcy Court for the Southern District of New York under the caption In re Adelphia Communications Corp., et al., No. 02-41729 (REG) (Jointly Administered).

(c) "Adelphia Debt Securities" is as defined in paragraph 14.

(d) "Adelphia Equity Securities" is as defined in paragraph 14.

(e) "Administrator" means the Court-appointed notice and claims administrator.

(f) "Adversary Proceeding" means the proceeding (No. 03-04942 (REG)) brought by the Official Committee of Unsecured Creditors and the Official Committee of Equity Security Holders as part of the Adelphia Bankruptcy Proceedings.

(g) "Authorized Claimant" means any Class Member who submits a Proof of Claim that is allowed pursuant to the terms of this Stipulation.

(h) "Bank Released Parties" is as defined in paragraph 1(mm)(i).

(i) "Bank Releasees" is as defined in paragraph 1(mm)(i).

(j) "Banks" means each of the following: ABN AMRO Inc.; ABN AMRO Bank N.V.; Banc of America Securities LLC; Bank of America, N.A. (successor by merger to Fleet National Bank); Bank of Montreal; Barclays Capital Inc.; Barclays Bank PLC; BNY Capital Markets, Inc.; The Bank of New York Company Inc.; The Bank of New York; CIBC World Markets Corp.; CIBC, Inc.; Citigroup Global Markets Holdings, Inc. (f/k/a SSB Inc.); Citibank, N.A.; Citicorp U.S.A., Inc.; Calyon Securities (USA) Inc. (f/k/a Credit Lyonnais

Securities (USA) Inc.); Calyon New York Branch (successor by operation of law to Credit Lyonnais, New York Branch); Credit Suisse Securities (USA) LLC (f/k/a Credit Suisse First Boston LLC); Credit Suisse, New York Branch (f/k/a Credit Suisse First Boston, New York Branch); Deutsche Bank Securities Inc. (f/k/a Deutsche Bank Alex.Brown Inc.); Deutsche Bank AG; Harris Nesbitt Corp. (f/k/a BMO Nesbitt Burns Corp.); Fleet Securities Inc.; JPMorgan Securities, Inc.; JPMorgan Chase & Co.; JPMorgan Chase Bank, N.A.; PNC Capital Markets, Inc.; PNC Bank Corp.; PNC Bank, National Association; Scotia Capital (USA) Inc.; The Bank of Nova Scotia; SG Cowen Securities Corporation; Societe Generale; SunTrust Capital Markets, Inc. (f/k/a SunTrust Equitable Securities); SunTrust Bank; TD Securities (USA) LLC (f/k/a TD Securities (USA) Inc.); Toronto Dominion (Texas) LLC (f/k/a Toronto Dominion (Texas) Inc.); Wachovia Capital Markets, LLC (f/k/a Wachovia Securities, Inc.); and Wachovia Bank, National Association.

(k) “Class” means all persons who purchased or otherwise acquired Adelphia securities from August 16, 1999 through June 10, 2002, inclusive, excluding Adelphia, Adelphia Business Solutions, Inc., the Individual Defendants, any member of the families of the Individual Defendants, any entity in which any Individual Defendant has or had a controlling interest, any other defendant in the Class Action or any entity which, at any time during the Class Period, was a parent or subsidiary of, or which was controlled by, such defendant, and the officers, directors, employees, affiliates, legal representatives, heirs, predecessors, successors and assigns of such defendants. The Class includes persons or entities who acquired shares of Adelphia stock by any method, including but not limited to in the secondary market, in exchange for shares of acquired companies pursuant to a registration statement, or through the exercise of options including options acquired pursuant to employee stock plans, if any, persons or entities who acquired debt

securities of Adelphia in the secondary market or pursuant to a registration statement, and persons who beneficially acquired securities of Adelphia not held in such persons' names, and who were injured thereby. If any more expansive class is hereafter certified by the Court in this action, then "Class" as used herein shall mean that more expansive class.

(l) "Class Action" means the actions listed in the caption of this Stipulation, consolidated by Order of the Court dated December 5, 2003.

(m) "Class Member" means a member of the Class who does not submit a timely, completed and executed request for exclusion, substantially in the form required by the Notices attached hereto as Exhibits B and C or as otherwise approved by the Court, thereby opting out of the Class.

(n) "Class Period" means the period beginning August 16, 1999 through June 10, 2002, inclusive.

(o) "Class Settlement Accounts" means the bank accounts maintained by the Lead Counsel into which the Settlement Fund shall be deposited.

(p) "Complaint" means the Consolidated Class Action Complaint dated December 22, 2003.

(q) "Counsel for the Banks" means Cleary Gottlieb Steen & Hamilton LLP.

(r) "Court" means the United States District Court for the Southern District of New York.

(s) "Effective Date" means the first day following the date on which the Judgment is finally affirmed on appeal and/or is no longer subject to appeal or certiorari, and the time for any petition for reargument, appeal, or review, by certiorari or otherwise, has expired.

(t) "Fairness Hearing" is as defined in paragraph 4(c).

(u) "Individual Action" means any or all of the following actions now pending before the Court as part of In re Adelpia Communications Corporation Securities and Derivative Litigation, 03 MD 1529 (LMM); Los Angeles County Employees Retirement Association v. John J. Rigas, 03-CV-5750; Division of Investment of the New Jersey Department of the Treasury v. John J. Rigas, 03-CV-7300; New York City Employees' Retirement System v. John J. Rigas, 02-CV-9804, and 03-CV-5789; Joseph Stocke and Evelyn Stocke v. John J. Rigas, 03-CV-5754; Leonard Tow v. Credit Suisse First Boston Corp., 04-CV-8545; Citizens Communications Co. v. Credit Suisse First Boston Corp., 04-CV-8546; Leonard Tow v. Bank of Montreal, 05-CV-8608; Citizens Communications Co. v. Bank of Montreal, 05-CV-8610; Leonard Tow v. Bank of America, N.A., 05-CV-10084; and Citizens Communications Co. v. Bank of America, N.A., 05-CV-10081.

(v) "Individual Defendants" means John Rigas, Timothy Rigas, Michael Rigas, James Rigas, Peter Venetis, James R. Brown, Michael Mulcahey, Pete J. Metros, Erland E. Kailbourne, Leslie J. Gelber, Dennis P. Coyle and Daniel R. Milliard.

(w) "Judgment" means the judgment to be entered in the Class Action pursuant to paragraph 6, below, of this Stipulation.

(x) "Lead Counsel" means the law firms of Abbey Spanier Rodd Abrams & Paradis, LLP and Kirby McInerney & Squire, LLP.

(y) "Lead Plaintiffs" means Eminence Capital, LLC, and Argent Classic Convertible Arbitrage Fund L.P., Argent Classic Convertible Arbitrage Fund (Bermuda) L.P., Argent Lowlev Convertible Arbitrage Fund Ltd., UBS O'Conner LLC f/b/o UBS Global Equity Arbitrage Master Ltd. and UBS O'Conner LLC f/b/o UBS Global Convertible Portfolio.

(z) "Named Plaintiffs" means Alan Garner, PAX World High Yield Fund Inc., the Louisiana State Employees' Retirement System, Fresno County Employees' Retirement Association, the Louisiana Sheriffs' Pension and Relief Fund, Alvin Victor and Harriet G. Victor, William D. Huhn, Charles Seebacher, Jerrold Ruskin, Ardsley Partners, Richard I. Burstein, Maud Eichel, Robert Lowinger, Thomas Hardin, and VR Associates.

(aa) "Net Settlement Fund" means the Settlement Fund less any applicable taxes, attorneys' fees, expert fees, costs and expenses, including those associated with notice to the Class and administration of the Settlement, approved by the Court.

(bb) "Non-Settling Defendants" means each and all of the defendants, as identified in the Complaint, other than the Banks.

(cc) "Notice and Administration Fund" means the fund consisting of \$1 million advanced by the Banks to Lead Plaintiffs to be used by Lead Counsel to pay the costs of notifying the Class, soliciting the filing of Proofs of Claim by Class Members, assisting Class Members in making their Proofs of Claim, and otherwise administering the Settlement on behalf of the Class. The \$1 million in the Notice and Administration Fund is part of, and not in addition to, the Settlement Amount to be paid by the Banks.

(dd) "Parties" means the Plaintiffs and the Banks.

(ee) "Person" means any individual, corporation, partnership, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof or any other type of business or legal entity.

(ff) "Plaintiff Releasees" is as defined in paragraph 1(mm)(ii).

(gg) "Plaintiffs" means the Lead Plaintiffs, the Named Plaintiffs and the Class, collectively.

(hh) "Plan of Allocation" means any plan or formula of allocation of the Net Settlement Fund, which plan or formula shall be proposed by Lead Plaintiffs to be approved by the Court upon notice to the Class, or such other Plan of Allocation as the Court shall approve, whereby the Net Settlement Fund shall in the future be distributed to Authorized Claimants.

(ii) "Preliminary Approval Order" means the Order that Lead Plaintiffs and the Banks will seek from the Court, as described in paragraph 4, below. Entry of a "Preliminary Approval Order" shall constitute preliminary approval of the Settlement.

(ji) "Proof of Claim" means the submission to be made by Class Members, on the Proof of Claim and Release form, which shall be agreed upon by the Parties or as may be required by the Court.

(kk) "Recognized Claim" is as defined in the Plan of Allocation, as set forth in Exhibit B.

(ll) "Released Claims" means:

(i) with respect to the Bank Released Parties the release by Lead Plaintiffs, the Named Plaintiffs and all Class Members of all claims, demands, rights, liabilities, causes of action, suits, matters and issues of every nature and description (including, but not limited to, Unknown Claims), whether under federal, state or other law, asserted by or that could have been asserted by or on behalf of Plaintiffs or any Class Member, including, but not limited to, in the Class Action, against the Bank Released Parties directly or indirectly arising out of or relating to investments (including, but not limited to, purchases, sales, exercises, and decisions to hold) in securities issued by Adelphia, and/or in options or derivative instruments (to the extent issued by or on behalf of Adelphia) based in whole or in part on the value of securities issued by Adelphia,

including without limitation all claims arising out of or relating to any analyst research reports or other statements made or issued by the Banks concerning Adelphia, any disclosures, registration statements or other statements by Adelphia, or by any of the Banks concerning Adelphia, or any transactions or arrangements among any of the Banks and Adelphia.

(ii) with respect to Lead Plaintiffs, the Named Plaintiffs and all other Class Members, the release by the Banks of the Plaintiff Releasees from any claims relating to the institution or prosecution of the Class Action.

(iii) The releases contained in this Stipulation do not address, and are not intended to release or otherwise affect, any claims asserted on behalf of Adelphia in the Adversary Proceeding.

(mm) "Released Parties" means:

(i) with respect to the Banks: the Banks and any Syndicate Member, their respective present and former parents, subsidiaries, divisions and affiliates, the present and former employees, officers and directors of each of them, the present and former attorneys, accountants, auditors, advisors, trustees, administrators, fiduciaries, consultants, representatives, insurers, and agents of each of them, and the predecessors, heirs, successors and assigns of each (together, the "Bank Releasees"), and any Person or entity which is or was related to or affiliated with any Bank Releasee or in which any Bank Releasee has or had a controlling interest and the present and former employees, officers and directors, attorneys, accountants, auditors, advisors, trustees, administrators, fiduciaries, consultants, representatives, insurers, and agents of each of them (all, with the

Bank Releasees, the "Bank Released Parties"). However, the terms "Bank Releasees" and "Bank Released Parties" shall not include any Non-Settling Defendants.

(ii) with respect to Plaintiffs: the Lead Plaintiffs, Named Plaintiffs and all other Class Members, their respective present and former parents, subsidiaries, divisions, affiliates, transferees and assigns, the present and former legal representatives, employees, officers and directors of each of them, the present and former attorneys, accountants, auditors, advisors, trustees, administrators, executors, fiduciaries, consultants, representatives, insurers, and agents of each of them, and the predecessors, heirs, successors and assigns of each (together, the "Plaintiff Releasees"), any Person or entity in which any Plaintiff Releasee has or had a controlling interest or which is or was related to or affiliated with any Plaintiff Releasee, and any Person or entity making claims (now or in the future) through or on behalf of any Plaintiff Releasee. However, the term "Plaintiff Releasees" shall not include any Non-Settling Defendants.

(nn) "Settlement" means the settlement of the Class Action between and among Lead Plaintiffs, on behalf of themselves and the Class Members, and the Banks, as set forth in this Stipulation.

(oo) "Settlement Amount" means Two Hundred Fifty Million Dollars (\$250,000,000.00) in cash, as adjusted under paragraph 13 below, plus interest at the rate of 4.37 percent from December 1, 2006 until the Effective Date.

(pp) "Settlement Fund" means the Settlement Amount less the Notice and Administration Fund.

(qq) "Settlement Mediator" means Hon. Daniel Weinstein (ret.).

(rr) "Supplemental Agreement" is as defined in paragraph 13.

(ss) "Syndicate Member" means any underwriter of securities issued by Adelphia during the Class Period, including Bear Stearns & Co. Inc.; Goldman, Sachs & Co.;

Lehman Brothers; Merrill Lynch & Co. Inc.; Mizuho International Plc; Morgan Stanley & Co. Incorporated; and The Royal Bank of Scotland Plc.

(tt) "Tax Expense" is as defined in paragraph 11.

(uu) "Taxes" is as defined in paragraph 10.

(vv) "Unknown Claims" means any Released Claims that any Lead Plaintiff or Class Member does not know of or suspect to exist in his, her or its favor at the time of the release of the Bank Released Parties which, if known by him, her or it might have affected his, her or its Settlement with and release of the Bank Released Parties, or might have affected his, her or its decision not to object to this Settlement or not to exclude himself, herself or itself from the Class. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiffs shall expressly waive, and each of the Class Members 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 and any 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, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but each Lead Plaintiff shall expressly, 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, known or unknown,

suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Plaintiffs acknowledge, and the Class Members shall be deemed to have acknowledged, and by operation of the Judgment shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

(ww) "3.25% Notes" means the convertible subordinated notes issued by Adelphia on or about April 25, 2001 with CUSIP number 006848BH7.

(xx) "3.25% Note Opt Out Amount" means an amount equal to fifteen percent of the Recognized Claims with respect to 3.25% Notes purchased or acquired at any point during the Class Period by any members of the Class (except for any such member who is a plaintiff in an Individual Action) who opt out of the Class.

(yy) "6% Notes" means the convertible subordinated notes issued by Adelphia on or about January 23, 2001 with CUSIP number 006848BG9.

(zz) "6% Note Opt Out Amount" means an amount equal to thirty percent of the Recognized Claims incurred with respect to 6% Notes purchased or acquired at any point during the Class Period by any members of the Class (except for any such member who is a plaintiff in an Individual Action) who opt out of the Class.

Submission of the Settlement to Court for Approval

2. Within ten (10) business days after execution of the Stipulation, Lead Plaintiffs and the Banks shall apply to the Court for preliminary approval of the Settlement and

for the scheduling of a hearing for consideration of final approval of the Settlement, approval of the Plan of Allocation (or to direct the later consideration of the Plan of Allocation, with further notice to the Class), and in Lead Counsel and Lead Plaintiffs' discretion, an application for an award of attorneys' fees and expenses. The Parties and their counsel shall use their best efforts to obtain final Court approval of the Settlement.

3. The Parties have agreed upon the following documents to be submitted to the Court for its consideration along with this Stipulation: Proposed Preliminary Approval Order (Exhibit A); Notice of Pendency and Proposed Partial Settlements of Class Action (Exhibit B); Summary Notice of Proposed Partial Settlements of Class Action (Exhibit C); Proof of Claim and Release (Exhibit D); Proposed Judgment Dismissing Claims Against the Banks (Exhibit E).

4. The Parties shall jointly apply to the Court for entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A:

- (a) preliminarily certifying the Class for settlement purposes;
- (b) preliminarily approving the Settlement;
- (c) setting a hearing (the "Fairness Hearing"), upon notice to the Class, to: (i) consider whether the Settlement should be approved as fair, reasonable and adequate to the Class Members, and dismissing the claims of Lead Plaintiffs, the Named Plaintiffs, and all Class Members against the Banks, as set forth in this Stipulation, on the merits and with prejudice; (ii) consider whether the Plan of Allocation is fair and reasonable and should be approved (or to direct the later consideration of the Plan of Allocation, with further notice to the Class); and (iii) consider Lead Counsel's application, if any, for an award of attorneys' fees and payment of costs and expenses;
- (d) setting the method of giving notice of the Settlement to the Class;

- (e) approving the form of notice attached hereto as Exhibit B;
- (f) approving the summary form of notice attached hereto as Exhibit C;
- (g) approving the Proof of Claim and Release form attached hereto as Exhibit

D;

(h) setting a period of time during which members of the Class may serve written objections to the Settlement or to the application for attorneys' fees and expenses;

(i) enjoining the prosecution of any action or claims that are subject to the release and dismissal contemplated by this Settlement by any Class Member, other than those actions (apart from the Class Action) now pending before the Court as part of In re Adelphia Communications Corporation Securities and Derivative Litigation, 03 MD 1529 (LMM);

(j) enjoining the prosecution of any action or claim by any Non-Settling Defendant(s) for contractual or other indemnity or contribution against any Bank Released Party or Parties, based upon the Released Claims, whether arising under state, federal or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in the Complaint, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere;

(k) enjoining the prosecution of any action or claim by any Bank Released Party or Parties for contractual or other indemnity or contribution against any Non-Settling Defendant(s), based upon the Released Claims, whether arising under state, federal or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in the Complaint, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere; and

(l) setting a period of time during which Class Members must file Proofs of Claim in order to participate in the distribution of the Net Settlement Fund.

5. The Parties hereby stipulate to certification of the Class, pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, solely for the purposes of this Stipulation and Settlement.

6. At the Fairness Hearing, the Parties shall jointly request entry of a Judgment, substantially in the form attached hereto as Exhibit E, the entry of which is a condition of this Stipulation and Settlement:

(a) approving finally the Settlement as fair, reasonable and adequate, within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation pursuant to its terms;

(b) confirming certification of the Class solely for purposes of this Stipulation and the Settlement, and finding that each element for certification of the Class is met, for these limited purposes;

(c) dismissing the Class Action and all of the claims asserted by the Class Members in the Complaint as to the Banks without costs and with prejudice, and releasing the Released Claims as against each of the Released Parties;

(d) finding that the Complaint, and the complaints filed by Lead Plaintiffs and the Named Plaintiffs in the actions listed in the caption of this Stipulation, were filed on a good faith basis in accordance with the Private Securities Litigation Reform Act of 1995 and Rule 11 of the Federal Rules of Civil Procedure;

(e) permanently barring and enjoining the institution and prosecution, by Lead Plaintiffs, the Named Plaintiffs and other Class Members, of any action, including arbitration,

against the Bank Released Parties in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere asserting any Released Claim;

(f) reserving jurisdiction over this Class Action, including all further proceedings concerning the administration, consummation and enforcement of this Settlement;

(g) permanently barring, enjoining and finally discharging all claims as provided for in paragraph 21 of this Stipulation; and

(h) containing such other and further provisions consistent with the terms of this Settlement to which the Parties hereto expressly consent in writing.

7. At the Fairness Hearing, Lead Plaintiffs may also request entry of an Order approving the Plan of Allocation, consistent with prior notice sent to the Class, or ordering later consideration of the Plan of Allocation, with further notice to the Class. The Plan of Allocation proposed, or to be proposed, by Lead Plaintiffs is not a part of the Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. The Plan of Allocation is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. Any decision by the Court concerning the Plan of Allocation shall not affect the validity, enforceability or finality of this Stipulation and Settlement, and any modification of the Plan of Allocation by the Court shall not provide any of the Parties with the right to terminate the Settlement or impose an obligation on the Banks to increase the consideration paid in connection with the Settlement. Any order or proceedings relating to a request for approval of the Plan of Allocation, or any appeal from any order relating thereto or

reversal or modification thereof, shall not operate to terminate the Settlement or affect or delay the effectiveness or finality of the Judgment and the release of the Released Claims.

8. At the Fairness Hearing, Lead Counsel may also request entry of an Order approving Lead Counsel's application for an award of attorneys' fees and expenses, consistent with the notice sent to members of the Class in connection with this Settlement. Any award of attorneys' fees and expenses to Lead Counsel shall be paid exclusively from the Settlement Fund. In no event shall the Banks otherwise be obligated to pay for such attorneys' fees and expenses. The attorneys' fees, expenses and costs, including the fees of experts and consultants, as awarded by the Court, shall be payable to Lead Counsel from the Settlement Fund, as ordered, immediately after the Court executes an order awarding such fees and expenses, even if there is an appeal thereof, subject to the joint and several obligation of Lead Counsel to make appropriate refund repayments to the Settlement Fund as more particularly set forth below. In the event that the Effective Date does not occur, or the Judgment or the order making the fee and expense award is reversed or modified, or the Stipulation is terminated, and in the event that any fee and expense award has been paid to any extent, then Lead Counsel shall, within ten (10) business days from receiving notice from the Counsel for the Banks or from a court of appropriate jurisdiction, refund to the Settlement Fund, any fees, expenses and costs previously paid or otherwise transferred to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund, (a) in the full amount if the Effective Date does not occur or the Stipulation is terminated, or (b) in such other amount corresponding to that portion of any fee and expense award that is reversed or modified. Lead Counsel, as a condition of receiving such fees and expenses, on behalf of themselves and each of their partners and/or shareholders, agree that the law firms and their partners and/or shareholders are subject to the jurisdiction of the

Court for the purpose of enforcing the provisions of this paragraph. Without limitation, each such law firm and its partners and/or shareholders agree that the Court may, upon application of the Banks on notice to Lead Counsel, summarily issue orders, including but not limited to judgments and attachment orders, and may make appropriate findings of or sanctions for contempt, against them or any of them should such law firm fail timely to repay such fees and expenses. The disposition of Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses is not a material term of this Stipulation and it is not a condition of this Stipulation that such application be granted. Any disapproval or modification of the application for an award of attorneys' fees and reimbursement of expenses by the Court shall not affect the enforceability of the Stipulation, provide any of the Parties with the right to terminate the Settlement, or impose an obligation on the Banks to increase the compensation paid in connection with the Settlement. The Banks take no position as to the reasonableness of any application for attorneys' fees and costs made by Lead Counsel, provided such fee application shall not exceed twenty-five percent of the Settlement Fund.

Settlement Consideration

9. In full and complete settlement of the Class Action and the Released Claims, the Banks shall pay to Lead Plaintiffs, for the benefit of the Class, the Settlement Amount as follows:

(a) The Banks agree to advance \$1 million of the Settlement Amount to be used by Lead Counsel to pay the costs of notifying the Class, soliciting the filing of Proofs of Claim by Class Members, assisting Class Members in making their Proofs of Claim, and otherwise administering the Settlement on behalf of the Class. Lead Counsel shall provide Counsel for the Banks, upon request, appropriate documentation of all such costs incurred in

connection with providing notice of the Settlement to the Class and for other administrative expenses. Assuming the approval of the Court for payment of this sum to Lead Counsel for purposes of the Notice and Administration Fund, the Banks shall advance the \$1 million for deposit into the Notice and Administration Fund, in an account identified in writing by Lead Counsel, within the later of five (5) business days of entry of the Preliminary Approval Order or the identification of the account by Lead Counsel.

(b) Within ten (10) days of the Effective Date, the Banks shall pay into the Class Settlement Accounts the Settlement Fund.

10. The Settlement Fund shall be deposited into interest-earning Class Settlement Accounts designated by Lead Plaintiffs and all interest accruing thereon shall be deemed to be in the custody of the Court and will remain subject to the jurisdiction of the Court until such time as it is distributed to Authorized Claimants. The parties agree to treat the Settlement Fund as a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and the Administrator shall be responsible for filing tax returns for the Class Settlement Accounts and paying from the Class Settlement Accounts any taxes, including any interest or penalties thereon (the "Taxes"), owed with respect to such Class Settlement Account. In addition, the Administrator, as required, shall do all things that are necessary or advisable to carry out the provisions of this paragraph.

11. All Taxes arising with respect to the income earned by the Settlement Fund, including any Taxes or Tax consequences that may be imposed upon the Banks 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 any expenses and costs incurred in connection with the payment of Taxes pursuant to this

paragraph (including without limitation, expenses of tax attorneys and/or accountants and mailing, administration and distribution costs, expenses relating to the filing or the failure to file all necessary or advisable tax returns and Taxes imposed on amounts payable to or on behalf of the Banks pursuant to this paragraph 11 (the "Tax Expenses")), shall be paid out of the Settlement Fund. The Banks shall not have any liability or responsibility for the Taxes or the Tax Expenses. The Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the distributions and payments therefrom, including, without limitation, the tax returns described in Treas. Reg. § 1.468B-2(k), and to the extent applicable, Treas. Reg., § 1.468B-2(l). Such tax returns shall be consistent with the terms herein and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. The Administrator shall also timely pay Taxes and Tax Expenses out of the Settlement Fund, and is authorized to withdraw, without prior order of the Court, from the Class Settlement Accounts amounts necessary to pay Taxes and Tax Expenses. The Banks shall not have any responsibility or liability for the acts or omissions of Lead Counsel or their agents, as described herein.

12. This is not a claims-made settlement. As of the Effective Date, the Banks shall not have any right to the return of the Settlement Fund or any portion thereof irrespective of the number of Proofs of Claim filed, the collective amount of losses of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Settlement Fund. Each Authorized Claimant shall be allocated a pro rata share of the Net Settlement Fund based on his or her Recognized Claim compared to the total Recognized Claims of all Authorized Claimants. The Banks shall have no involvement in reviewing or challenging claims. If any funds remain in the Net Settlement Fund by reason of uncashed 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 distribution checks, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution, to Class Members who have cashed their checks and who would receive at least \$10.00 from such re-distribution. If after six months after such re-distribution any funds shall remain in the Net Settlement Fund, then such balance shall be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Lead Counsel.

13. The Settlement Amount will be reduced by (a) any 6% Note Opt Out Amount and (b) any 3.25% Note Opt Out Amount, the total of which reduction shall not exceed \$ 35 million. The Banks shall have the option to terminate the Settlement in its entirety in the event that the 6% Note Opt Out Amount and the 3.25% Note Opt Out Amount together exceeds the amount set forth in that letter dated June 7, 2006, from Lead Counsel to Mitchell A. Lowenthal (the "Supplemental Agreement").

14. The Banks shall also have the option to terminate the Settlement in its entirety in the event that, as set forth in the Supplemental Agreement, members of the Class who collectively incurred in excess of an amount of "actual losses" set forth in the Supplemental Agreement with respect to the Adelpia Equity Securities and the Adelpia Debt Securities (or members of the Class who incurred actual losses in excess of amounts listed in the Supplemental Agreement with respect to certain offerings of Adelpia Debt Securities) choose to opt out of the Class. For purposes of this paragraph 14, (a) "Adelpia Equity Securities" means all equity securities issued by Adelpia, and outstanding during the Class Period, and (b) "Adelpia Debt

Securities" means all debt securities, other than the 6% Notes and the 3.25% Notes, issued by Adelphia, and outstanding during the Class Period.

15. In order to effectuate the provisions of paragraphs 13 and 14, the schedule reflected in the Preliminary Approval Order submitted to the Court pursuant to paragraph 4 shall provide that any Request for Exclusion forms must be postmarked (or hand delivered) at least forty (40) days prior to the Fairness Hearing and that within three (3) business days of receipt by the Administrator of any Request for Exclusion forms, copies of all such forms shall be provided to Counsel for the Banks. The Parties acknowledge that the calculations provided for in paragraphs 13 and 14 constitute material terms of this Stipulation and Settlement. Accordingly, the Parties will confer in good faith to perform the calculations required by such paragraphs. Lead Counsel and Counsel for the Banks shall confer to perform any necessary calculations in advance of the Fairness Hearing. If no agreement can be reached within thirty (30) days prior to the date set for the Fairness Hearing, Lead Counsel and Counsel for the Banks shall submit their respective positions to the Settlement Mediator for mediation. In the event they are not able to resolve their dispute through mediation, Lead Counsel and Counsel for the Banks will submit their respective positions to the Court for resolution concurrent with the Fairness Hearing, which resolution shall be final and not appealable.

16. Under no circumstances will the Banks be required to pay more than the Settlement Amount pursuant to this Stipulation and Settlement.

The Notice and Administration Fund

17. The Notice and Administration Fund consisting of \$1 million advanced by the Banks (in equal amount with such similar funds advanced by Deloitte & Touche, LLP in connection with its proposed settlement with the Class) shall be used by Lead Counsel to pay the

costs of notifying the Class, soliciting the filing of Proofs of Claim by Class Members, assisting Class Members in making their Proofs of Claim, and otherwise administering the Settlement on behalf of the Class. The \$1 million in the Notice and Administration Fund is part of, and not in addition to, the Settlement Amount to be paid by the Banks.

18. As of the Effective Date, any balance, including interest, then remaining in the Notice and Administration Fund, less expenses incurred but not yet paid, shall be deposited into the Settlement Fund. Thereafter, Lead Counsel shall have the right to use such portions of the Settlement Fund as are, in their exercise of reasonable judgment, necessary to carry out the purposes set forth in paragraph 17.

19. If the Effective Date does not occur, the balance of the Notice and Administration Fund which has not been expended pursuant to paragraph 17 above, including all accrued interest, shall be returned to the Banks as set forth in paragraph 28, below. All monies already spent and monies not yet spent but attributable to expenses which have been incurred pursuant to paragraph 17 above, need not be repaid to the Banks.

Releases

20. The Released Claims against each and all of the Released Parties shall be fully, finally and forever released, relinquished, discharged and dismissed with prejudice and on the merits, without costs to any party, upon entry of the Judgment. Nothing in this paragraph is intended to release any claims asserted by the Class against any Non-Settling Defendants.

21. The Judgment shall, as a condition for the Settlement, permanently BAR, ENJOIN and RESTRAIN the Non-Settling Defendants, and any other Person later named as a defendant in the Class Action, from commencing, prosecuting, or asserting any claim for indemnity or contribution against the Bank Released Parties (or any other claim against the Bank

Released Parties where the injury consists of actual or threatened liability to the Plaintiffs, or any settlement payment to any Plaintiff), based upon the Released Claims, whether arising under state, federal or foreign law as claims, cross-claims, counterclaims, third-party claims or otherwise, whether or not asserted in the Complaint, and whether asserted in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere. The Parties agree that each such barred Person shall be entitled to a judgment credit in the amount permitted under applicable law.

Administration and Distribution of the Settlement Fund

22. Lead Counsel or their authorized agents, subject to the supervision, direction and approval of the Court, shall administer and calculate the Proofs of Claim submitted by Class Members and shall oversee distribution of the Settlement Fund. As part of the Preliminary Approval Order, Lead Plaintiffs shall seek appointment of the Administrator.

23. The Settlement Fund shall be applied as follows:

(a) To pay the costs of notifying the Class, soliciting the filing of Proofs of Claim by Class Members, assisting Class Members in making their Proofs of Claim, and otherwise administering the Settlement on behalf of the Class, and to pay Class Settlement Account fees and costs, if any.

(b) Subject to the approval and further order(s) of the Court, to pay to Lead Counsel the amount awarded by the Court as attorneys' fees, plus interest, and to pay Lead Counsel the amount awarded as costs and expenses, including fees of experts and consultants, plus interest, which fee and expense award shall be allocated at the discretion of Lead Counsel.

(c) To pay Taxes and Tax Expenses owed by the Settlement Fund.

(d) Subject to the approval and further order(s) of the Court, to distribute the balance of the Net Settlement Fund to Authorized Claimants as provided in the Plan of Allocation, to be submitted by Lead Plaintiffs to the Court for approval and upon notice to the Class, or as otherwise ordered by the Court.

(e) In order for a member of the Class to participate in such distribution of the Net Settlement Fund:

(i) That member of the Class must be an Authorized Claimant.

(ii) To qualify as an Authorized Claimant a member of the Class must timely submit a separate Proof of Claim and Release, signed, subject to penalties of perjury, substantially in the form attached as Exhibit D and supported by proof of all purchases or acquisitions and sales of Adelphia securities during the Class Period.

(iii) Unless otherwise ordered by this Court, any Class Member who fails to submit a Proof of Claim and Release within such period as may be established by this Court shall be forever barred from receiving any payments pursuant to this Stipulation, but in all other respects will be subject to and bound by the provisions of this Stipulation and the Judgment.

(f) The Banks shall bear no responsibility for the costs, fees or expenses described in this paragraph 23. Neither the Banks nor their counsel shall have any responsibility for, interest in, or liability whatsoever with respect to the Settlement Fund, any Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of taxes, the distribution of the Net Settlement Fund, or any losses incurred in connection with any such matters.

24. Prior to the distribution of the Net Settlement Fund, Lead Counsel shall present for the approval of the Court a final accounting of the receipts to and disbursements from the Settlement Fund and the proposed distribution of the Net Settlement Fund to Authorized Claimants. No such distribution shall be made in the absence of an order approving the accounting and the proposed distribution.

25. Payment from the Net Settlement Fund made pursuant to and in the manner set forth above shall be deemed conclusive of compliance with this Stipulation as to all Authorized Claimants.

26. No Authorized Claimant shall have any claim against Lead Plaintiffs, Named Plaintiffs, the Banks, the Administrator, or any of their counsel, based on the distributions made substantially in accordance with this Stipulation and/or orders of the Court.

Effect of Disapproval, Cancellation or Termination of Agreement

27. If the Court does not enter the Judgment substantially in the form provided for in paragraphs 6 and 21 or if the Court enters the Judgment and appellate review is sought and on such review, the entry of Judgment is vacated, modified or reversed, then this Stipulation shall be cancelled and terminated, unless all parties who are adversely affected thereby, in their sole discretion within thirty (30) days from the date of the mailing of such ruling to such parties, provide written notice to all other parties hereto of their intent to proceed with the settlement under the terms of the Judgment as it may be modified by the Court. Such notice may be provided on behalf of Lead Plaintiffs and the Class Members by Lead Counsel. No party shall have any obligation whatsoever to proceed under any terms other than substantially in the form provided and agreed to herein, except to the extent provided for in paragraphs 7 and 8, relating to the Plan of Allocation, and award of attorneys' fees. If any party hereto engages in a material

breach of the terms hereof, any other party, provided that it is in substantial compliance with the terms of this Stipulation, may terminate this agreement on notice to the breaching party or sue for enforcement.

28. In the event this Stipulation is terminated or cancelled or fails to become effective for any reason, then within ten (10) business days after Lead Counsel gives written notice to Counsel for the Banks, or Counsel for the Banks gives written notice to Lead Counsel, the balance of the Notice and Administration Fund, less any funds paid therefrom or funds attributable to expenses incurred but not yet paid, any cash deposited by the Banks, or any of them, into the Class Settlement Accounts pursuant to paragraph 10 hereof, and any funds received by Lead Counsel pursuant to paragraph 8 hereof, shall be refunded as directed by Counsel for the Banks, including interest accrued. In such event, the Parties shall be deemed to have reverted *nunc pro tunc* to their respective status as of the date and time immediately before the execution of this Stipulation and they shall proceed in all respects as if this Stipulation and related orders had not been executed and without prejudice in any way from the negotiation, fact or terms of this Settlement.

Miscellaneous Provisions

29. All of the exhibits to be attached hereto are incorporated by reference as though fully set forth herein.

30. Plaintiffs acknowledge that, given the amount of discovery taken by them of the Banks and others to date, including extensive document discovery as well as reviewing deposition transcripts, Plaintiffs are satisfied that an adequate factual record has been established that supports the Settlement and hereby waive any right to conduct further discovery to assess or confirm the Settlement. Plaintiffs retain the right to pursue discovery of the Banks, as otherwise

permitted by law, in connection with their prosecution of the Class Action with respect to Non-Settling Defendants.

31. This Stipulation may be amended or modified only by a written instrument signed by counsel for the signatories below.

32. Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claim or of any wrongdoing or liability of the Banks; or (ii) is or may be deemed to be or may be used as an admission or evidence of any liability, fault or omission of the Banks in any civil, criminal or administrative proceeding in any court, arbitration proceeding, administrative agency or other forum or tribunal in which the Banks are or become parties, other than in such proceedings as may be necessary to consummate or enforce the Stipulation, the Settlement or the Judgment. Notwithstanding the foregoing, the Banks and/or the Bank Released Parties may file the Stipulation and/or the Judgment in any 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, issue preclusion or similar defense or counterclaim.

33. The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Class Members against the Released Parties with respect to the Released Claims. Accordingly, the Banks agree not to assert any claim under Rule 11 of the Federal Rules of Civil Procedure or any similar law, rule or regulation, that the Class Action was brought in bad faith or without a reasonable basis. The Parties to the Stipulation agree that the amount paid and the other terms of the Settlement were

negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel, and under the supervision of the Settlement Mediator.

34. The Parties agree that the Settlement set forth herein constitutes a fair, reasonable and adequate resolution of the claims that Plaintiffs asserted against the Banks in the Class Action, and the Released Claims, and that it promotes the public interest. The Parties further agree that unless ordered by the Court, they will not publicize, disseminate, refer to, or otherwise distribute to any third party any information regarding the negotiations between the Parties, or any information or documents they have obtained from the other side in connection with the Class Action, whether the information was obtained through document or other written discovery, or through depositions, or otherwise.

35. Except as Lead Counsel and Counsel for the Banks may otherwise, in writing, reasonably agree, to the extent permitted by law all agreements made and orders entered during the course of the Class Action relating to the confidentiality of information shall survive this Stipulation.

36. The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

37. This Stipulation and its exhibits constitute the entire agreement among these Parties, and no representations, warranties or inducements have been made to the Parties concerning this Stipulation or its exhibits, other than the representations, warranties and covenants contained and memorialized in such documents.

38. In the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit to be attached hereto, the terms of this Stipulation shall prevail.

39. This 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 provided that counsel for the Parties shall exchange among themselves original signed counterparts.

40. The Parties hereto and their respective counsel of record agree that they will use their best efforts to obtain all necessary approvals of the Court required by this Stipulation.

41. Each counsel signing this Stipulation represents that such counsel has authority to sign this Stipulation on behalf of his or her identified clients.

42. This Stipulation shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto, including any and all Released Parties and any corporation, partnership, or other entity into or with which any party hereto may merge, consolidate or reorganize.

43. Notices required by this Stipulation shall be submitted either by any form of overnight mail or in person to:

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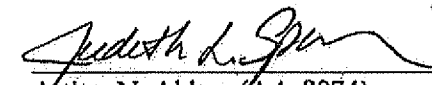
44. Except for attorney notes, pleadings and other Court submissions, Plaintiffs agree to return to the Banks all discovery obtained from the Banks within thirty (30) days after all the claims in the Class Action have been settled, tried to final judgment, or otherwise resolved against all defendants.

45. This Stipulation shall be governed by and construed in accordance with the laws of the State of New York, without regard to choice of law principles, to the extent that federal law does not apply. The Court shall retain jurisdiction over actions or proceedings based upon, including the enforcement of, this Stipulation or any of its terms. All parties to this Stipulation shall be subject to the jurisdiction of the Court for all purposes related to this Stipulation.

Dated: June 7, 2006

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Exhibits

- Exhibit A Proposed Preliminary Approval Order
- Exhibit B Notice of Pendency and Proposed Partial Settlements of Class Action
- Exhibit C Summary Notice of Proposed Partial Settlements of Class Action
- Exhibit D Proof of Claim and Release
- Exhibit E Proposed Judgment Dismissing Claims Against The Banks