

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re)	Chapter 11 Cases
Adelphia Communications Corporation, et al.)	Case No. 02-41729 (REG)
)	
Debtors.)	
(Jointly Administered))	

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into as of June 22, 2012, between the Adelphia Recovery Trust, formerly known as the Adelphia Contingent Value Vehicle, a Delaware statutory trust (the "Trust" as further defined below) and Buchanan Ingersoll & Rooney PC (and its predecessor Buchanan Ingersoll P.C.), on behalf of itself and each and every one of its current and former shareholders, agents, attorneys, and employees (the "Buchanan Ingersoll Parties" as further defined below). The Trust and the Buchanan Ingersoll Parties are collectively defined as the "Parties."

WHEREAS:

A. Adelphia Communications Corporation, *et al.*, the Debtors and Debtors-in-Possession in the above-captioned jointly administered Chapter 11 Cases (as defined below) (collectively, "Adelphia" as further defined below) asserted claims against the Buchanan Ingersoll Parties arising from the Buchanan Ingersoll Parties' legal representation of Adelphia over a period of years.

B. On June 11, 2004, Adelphia and the Buchanan Ingersoll Parties entered into the Tolling Agreement (as defined below).

C. On January 5, 2007, the Bankruptcy Court entered an order confirming the First Modified Fifth Amended Chapter 11 Plan of Reorganization of Adelphia Communications Corporation and Certain Affiliated Debtors (the “Bankruptcy Plan”). On February 13, 2007, the Bankruptcy Plan became effective.

D. Under the Bankruptcy Plan, Adelphia’s rights and title to certain “Causes of Action” (as that term is defined in the Bankruptcy Plan) were transferred to the Adelphia Contingent Value Vehicle, a Delaware statutory trust created under the Bankruptcy Plan to pursue the Causes of Action and administer the proceeds from the Causes of Action. On March 15, 2007, the Contingent Value Vehicle changed its name to the “Adelphia Recovery Trust.”

E. The Bank Defendants (as defined below) asserted claims against the Buchanan Ingersoll Parties (the “Bank Defendants’ Claims”). Pursuant to a Settlement Agreement and Release dated October 25, 2010 between the Trust and the Bank Defendants (the “Bank Settlement”), the Bank Defendants assigned the Bank Defendants’ Claims to the Trust.

F. On August 16, 2007, the Bankruptcy Court approved a settlement among the Trust, Adelphia, and Deloitte & Touche LLP (“Deloitte”), Adelphia’s former independent auditor (the “Deloitte Settlement”).

G. The Parties have participated in several mediation sessions with the Honorable Daniel Weinstein regarding, among other things, the insurance and other resources available to the Buchanan Ingersoll Parties to resolve the Adelphia Claims, and, with his assistance, reached the settlement that is the subject of this Agreement.

NOW, THEREFORE, without any admission or concession by the Parties of any lack of merit of their claims whatsoever or of any liability or wrongdoing or lack of

merit in their defenses or that as a result of their conduct Adelpia, the Trust or the Buchanan Ingersoll Parties have suffered any damages or harm, it is hereby AGREED, by and among the Parties to this Agreement in consideration of the benefits flowing to the Parties from this Agreement, that the Adelpia Released Claims, the Adelpia ADR Claims, and Buchanan Ingersoll Released Claims (as those terms are defined below) shall be compromised, settled, and released upon and subject to the following terms and conditions.

1. **Definitions.** In addition to the definitions of various terms provided elsewhere in this Agreement, the following terms shall have the following meanings as used in this Agreement:

(a) “Adelpia” means Adelpia Communications Corporation and each of its direct and indirect subsidiaries that are Debtors under the Bankruptcy Plan and each of its direct and indirect subsidiaries that are Debtors under the Third Modified Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code for Century-TCI Debtors and Parnassos Debtors, as Confirmed (Docket No. 11527) (the “JV Plan”), as the term “Debtors” is defined in the Bankruptcy Plan and the JV Plan.

(b) “Adelpia ADR Claims” means all Adelpia Claims that are not Adelpia Released Claims. As set forth in Paragraphs 2(e) and 5 below, the Adelpia ADR Claims shall be submitted to the ADR (as defined below) for final resolution and the Adelpia ADR Claims shall be released upon the occurrence of the ADR Release Effective Date (as defined below).

(c) “Adelpia Claims” means claims or causes of action of every nature, description and kind, whether known or unknown (including, but not limited to, Unknown Claims, as defined below), that have been or could be asserted by Adelpia, the Trust, the

Bank Defendants, or any other Person (as defined below) against the Buchanan Ingersoll Parties based upon, relating to, arising from or in connection with legal services provided by the Buchanan Ingersoll Parties to Adelpia and/or the Rigas Entities (as defined below) over a period of years to the extent such claims have been assigned, transferred, or are otherwise controlled by the Trust as of the Effective Date (as defined below).

(d) “Adelpia Released Claims” means claims or causes of action of every nature, description and kind, whether known or unknown (including, but not limited to, Unknown Claims, as defined below), that any Adelpia Releasor (as defined below) has, had or may have against any or all of the Buchanan Ingersoll Releasees (as defined below), which claims or causes of action are based upon, relate to, arise from or in connection with legal services provided by the Buchanan Ingersoll Parties to Adelpia and/or the Rigas Entities in connection with the Prestige Claims (as defined below). Adelpia Released Claims shall not include any Adelpia ADR Claims preserved under Paragraph 2(e) of this Agreement.

(e) “ADR” means the binding process to be conducted by Judge Weinstein to resolve fully and finally claims against the Buchanan Ingersoll Parties.

(f) “ADR Agreement” means the separately executed agreement between the Trust, the Buchanan Ingersoll Parties and the ADR Claimants (as defined below) who participate in the ADR that sets forth the procedure for conducting the ADR. The ADR Agreement shall be substantially in the form of Exhibit A attached to this Agreement or in an alternative form that is acceptable to all of the parties participating in the ADR.

(g) “ADR Claimant” means a Person who has asserted a claim against the Buchanan Ingersoll Parties and who is eligible to participate in the ADR. A complete list of the ADR Claimants is attached to this Agreement as Exhibit B.

(h) “ADR Claimant Award” means the amount, if any, awarded by Judge Weinstein in the ADR for a respective ADR Claimant’s claim against the Buchanan Ingersoll Parties.

(i) “ADR Funds” means the amount of Forty Million United States Dollars (\$40,000,000).

(j) “ADR Release Effective Date” means the date upon which either the ADR Payment has been received by the Trust in accordance with Paragraph 6 below or Judge Weinstein issues the ADR Claimant Awards without allocating anything to the Trust.

(k) “Approval Date” means the first business day after the Order (as defined below) entered by the Bankruptcy Court (as defined below) becomes Final and Non-Appealable (as defined below).

(l) “Bank Defendants” means the defendants in *Adelphia Recovery Trust v. Bank of America, N.A., et al.*, No. 05 Civ. 9050 (LMM) (S.D.N.Y.), who were parties to the Bank Settlement.

(m) “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases (as defined below).

(n) “Buchanan ADR Award” means an award that the Buchanan Ingersoll Parties may seek in the ADR with regard to the claim of any ADR Claimant that declines to participate in the ADR (a “Non-Participant”). A Buchanan ADR Award may include the reasonable cost to defend and resolve the Non-Participant’s claim.

(o) “Buchanan Ingersoll Parties” means Buchanan Ingersoll & Rooney PC (and its predecessor Buchanan Ingersoll P.C.) and each and every one of its current and former shareholders, agents, attorneys, and employees.

(p) “Buchanan Ingersoll Released Claims” means any and all claims or causes of action of every nature, description and kind, whether known or unknown (including, but not limited to, Unknown Claims, as defined below) that the Buchanan Ingersoll Releasers (as defined below) have, had or may have against any Adelphia Releasee (as defined below).

(q) “Chapter 11 Cases” means the cases jointly administered under Chapter 11 of the Bankruptcy Code commenced by Adelphia styled *In re Adelphia Communications Corporation, et al.*, Chapter 11 Case No. 02-41729 (REG), in the United States Bankruptcy Court for the Southern District of New York.

(r) “Effective Date” means the earliest date upon which this Agreement is executed by all of the Parties.

(s) “Escrow Account” means an interest bearing account at The Chicago Trust Company, N.A. (the “Escrow Agent”) established to hold the Settlement Amount (as defined below) as set forth in Paragraph 3 below. The Escrow Agent shall invest any funds held in the Escrow Account in short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), or in a fully U.S. Government-insured account, and shall collect and reinvest any and all interest accrued thereon. Pending the release of the funds contained therein in accordance with this Agreement, any fees and all applicable taxes on interest relating to the Escrow Account shall be paid from the funds contained in the Escrow Account. No Buchanan Ingersoll Party shall be responsible for any diminution in value of the Escrow Account. The fee

payable to the Escrow Agent shall be one thousand six hundred sixty-six dollars and sixty-seven cents (\$1,666.67) per month.

(t) “Final and Non-Appealable” means that with respect to any judicial ruling or order, the period for any appeals, petitions, motions for reconsideration, rehearing or certiorari or any other proceedings for review (“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that there has occurred a full and final disposition of any such Review Proceeding without a reversal or any material modification, including the exhaustion of proceedings in any remand and/or subsequent appeal on remand.

(u) “ML Media Award” means the amount, if any, awarded by Judge Weinstein in the ADR for ML Media’s claim against the Buchanan Ingersoll Parties; provided, however, that in no event shall the ML Media Award be greater than the amount paid previously by the Buchanan Ingersoll Parties to settle ML Media’s claim.

(v) “Person” means an individual, or any business or legal entity of any kind included but not limited to any corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof and their spouses, heirs, predecessors, successors, agents, representatives or assignees.

(w) “Prestige Claims” means all of the claims set forth in the action entitled *Adelphia Recovery Trust v. Prestige Communications of NC, Inc., et al.*, 07 Civ. 11152 (LMM) (S.D.N.Y.) (the “Prestige Action”), and all matters relating to Buchanan’s representation of Adelphia and/or the Rigas Entities in connection with the transactions at issue in the Prestige Action.

(x) “Rigas Entities” includes John Rigas, Doris Rigas, Timothy Rigas, Michael Rigas, James Rigas, Ellen Rigas and Peter Venetis and members of their respective immediate families (collectively, the “Rigases”) and any entity owned or controlled by one or more Rigases and all the predecessors, successors, parents, subsidiaries, divisions and related or affiliated entities of any such entity, but not including Adelphia Communications Corporation and its direct and indirect subsidiaries.

(y) “Settlement Release Effective Date” means the date upon which the Settlement Amount (as defined below) has been received by the Trust in accordance with Paragraph 4 below.

(z) “Tolling Agreement” means the tolling agreement dated June 11, 2004 entered into by Adelphia and the Buchanan Ingersoll Parties tolling the statute of limitations applicable to the Adelphia Claims, including the eight amendments that have been executed between 2005 and 2012.

(aa) The “Trust” means the Adelphia Recovery Trust (formerly known as the Adelphia Contingent Value Vehicle), a Delaware statutory trust, and the Trustees (as defined below) thereof, solely in their capacity as Trustees.

(bb) “Trust ADR Award” means the amount awarded to the Trust in the ADR in satisfaction of the Adelphia ADR Claims.

(cc) “Trustees” mean the trustees of the Trust.

(dd) “Unknown Claims” means any released claims that any Party does not know of or suspect to exist in its favor at the time of this Agreement which, if known by that Party, might have affected its settlement with and release of any other Party.

2. **Mutual Releases.** Upon the occurrence of the Settlement Release Effective Date:

(a) The Trust, for itself and Adelpia and, to the extent legally empowered to do so, also for their respective present and former subsidiaries, parents, affiliates, insurers, controlled companies, agents, representatives, trustees, officers, directors, employees, principals, partners, members, predecessors, successors, assigns, transferees, heirs, executors, administrators and attorneys (collectively, the “Adelpia Releasers”), for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, fully, finally and forever release, relinquish, and discharge each Buchanan Ingersoll Party and its present and former subsidiaries, parents, affiliates, insurers, controlled companies, agents, representatives, trustees, officers, directors, employees, principals, partners, members, predecessors, successors, assigns, transferees, heirs, executors, administrators and attorneys, all solely in their capacities as such (collectively, the “Buchanan Ingersoll Releasees”), from the Adelpia Released Claims; provided, however, that nothing herein shall constitute a release of any Buchanan Ingersoll Party’s obligations under this Agreement.

(b) WITH RESPECT TO ANY AND ALL ADELPHIA RELEASED CLAIMS, THE ADELPHIA RELEASERS AGREE THAT, UPON THE SETTLEMENT RELEASE EFFECTIVE DATE, THE ADELPHIA RELEASERS EXPRESSLY WAIVE 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 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 ADELPHIA RELEASORS ACKNOWLEDGE THAT THEY MAY HEREAFTER DISCOVER FACTS IN ADDITION TO OR DIFFERENT FROM THOSE THAT THEY NOW KNOW OR BELIEVE TO BE TRUE WITH RESPECT TO THE SUBJECT MATTER OF THE ADELPHIA RELEASED CLAIMS, BUT THE ADELPHIA RELEASORS SHALL EXPRESSLY HAVE FULLY, FINALLY AND FOREVER SETTLED, RELEASED AND DISCHARGED ANY AND ALL ADELPHIA 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.

(c) The Buchanan Ingersoll Parties, for themselves and, to the extent legally empowered to do so, for their present and former subsidiaries, parents, affiliates, insurers, controlled companies, agents, representatives, trustees, officers, directors, employees, principals, partners, members, predecessors, successors, assigns, transferees, heirs, executors, administrators and attorneys (collectively, the “Buchanan Ingersoll Releasers”), for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, fully, finally and forever release, relinquish, and discharge the Trust,

Adelphia, and their present and former subsidiaries, parents, affiliates, insurers, controlled companies, agents, representatives, trustees, officers, directors, employees, principals, partners, members, predecessors, successors, assigns, transferees, heirs, executors, administrators and attorneys, all solely in their capacities as such, except for the Rigas Entities (collectively, the "Adelphia Releasees") from the Buchanan Ingersoll Released Claims; provided, however, that nothing herein shall constitute a release of the Trust's obligations under this Agreement.

(d) **WITH RESPECT TO ANY AND ALL BUCHANAN INGERSOLL RELEASED CLAIMS, THE BUCHANAN INGERSOLL RELEASORS AGREE THAT, UPON THE SETTLEMENT RELEASE EFFECTIVE DATE, THE BUCHANAN INGERSOLL RELEASORS EXPRESSLY WAIVE 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 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 BUCHANAN INGERSOLL RELEASORS ACKNOWLEDGE THAT THEY MAY HEREAFTER DISCOVER FACTS IN ADDITION TO OR DIFFERENT FROM THOSE THAT THEY NOW KNOW OR BELIEVE TO BE TRUE WITH RESPECT TO THE SUBJECT MATTER OF THE BUCHANAN INGERSOLL RELEASED CLAIMS, BUT THE BUCHANAN INGERSOLL

RELEASORS SHALL EXPRESSLY HAVE FULLY, FINALLY AND FOREVER SETTLED, RELEASED AND DISCHARGED ANY AND ALL BUCHANAN INGERSOLL 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.

(e) Notwithstanding anything to the contrary contained in this Agreement or the Order (as defined in Paragraph 7 below), all Adelpia ADR Claims shall be fully preserved and, in accordance with Paragraphs 5 and 7 below, submitted by the Trust and the Buchanan Ingersoll Parties to the ADR for final resolution, even if one or more of the ADR Claimants (other than the Trust) elect not to participate; *provided however*, the mutual releases provided in this Paragraph 2 shall apply fully to the Adelpia ADR Claims in addition to the Adelpia Released Claims and Buchanan Ingersoll Released Claims upon the occurrence of the ADR Release Effective Date.

3. **Escrow Funding.** Within five (5) business days of the Effective Date, in consideration of the contemplated releases described above in Paragraph 2, the Buchanan Ingersoll Parties shall transfer or cause to be transferred Twenty Million Dollars (\$20,000,000) in immediately available funds to the Escrow Account.

4. **Settlement Amount.** Within one business day of the Approval Date, the Buchanan Ingersoll Parties shall provide written notice of the Approval Date to the Escrow Agent, with a copy of this notice simultaneously provided to counsel for the Trust. Within five (5) business days of receipt of such notice, the Escrow Agent shall transfer Twenty Million Dollars (\$20,000,000) (the “Settlement Amount”) from the Escrow Account (including interest earned thereon but less applicable fees and taxes) in immediately available funds by wire to an account specified by the Trust, and legal and equitable title thereto shall pass irrevocably to the Trust.

5. **ADR.** Upon execution of this Agreement, the Trust and Buchanan Ingersoll Parties agree that they will participate in the ADR and will not withdraw even if some or all of the other ADR Claimants elect not to participate. As early as practical, but in no event before the Approval Date, Judge Weinstein shall conduct the ADR pursuant to the terms of the ADR Agreement. Notwithstanding any other provision of this Agreement, Judge Weinstein may conduct preliminary, organizational, and/or scheduling conferences before the Approval Date. As set forth in the ADR Agreement, Judge Weinstein shall determine in his sole discretion the amount to be awarded, if any, to each party; provided, however, that the ADR Claimant Awards, the Buchanan ADR Awards, and the ML Media Award shall, in the aggregate, equal the ADR Funds less Judge Weinstein’s fee and expenses. Judge Weinstein’s determinations shall be final and binding on the Trust, the Buchanan Ingersoll Parties, and all ADR Claimants who execute the ADR Agreement. In the event that any or all of the ADR Claimants (other than the Trust) decline to participate in the ADR, the Buchanan Ingersoll Parties may seek a Buchanan ADR Award(s). Regardless of which ADR Claimants participate in the ADR, the full amount of the ADR Funds (less Judge Weinstein’s fee and expenses), including any

Buchanan ADR Awards, shall be awarded. In determining the amount, if any, of the Buchanan ADR Award(s), Judge Weinstein may, at his discretion, consider the reasonable cost to defend and resolve the claims of the Non-Participant(s). Judge Weinstein shall keep the individual Buchanan ADR Awards confidential until all Non-Participants' claims are resolved, at which time the Buchanan Ingersoll Parties shall provide Judge Weinstein with a copy of the settlement agreements, dismissals, judgments or other resolution of the Non-Participants' claims and Judge Weinstein shall release the individual Buchanan ADR Awards. In the event that the Buchanan ADR Award(s) in the aggregate are greater than the amount, including reasonable defense costs, actually incurred by the Buchanan Ingersoll Parties to resolve the claim(s) of any and all Non-Participant(s) (the "Resolution Amount"), the total Buchanan ADR Award(s) shall be reduced to the Resolution Amount and the remainder shall be distributed among the Claimants in proportion to the amount of their ADR Claimant Award. The Trust shall submit its Adelpia ADR Claims to the ADR for resolution by Judge Weinstein. Other than the Settlement Amount, which shall be paid to the Trust without regard to the outcome of the ADR, the Trust agrees not to seek any recovery from the Buchanan Ingersoll Parties for any amounts other than the amount it seeks and receives from the ADR Funds. However, if the Bankruptcy Court declines to enter an Order (as defined below) approving the Settlement or the Approval Date does not otherwise occur, this Agreement shall otherwise be void and of no further effect, and all Parties shall be restored to their respective positions under the Tolling Agreement without prejudice.

6. **ADR Payment.** Within ten (10) business days after the receipt of Judge Weinstein's decision in the ADR, the Buchanan Ingersoll Parties shall transfer or have transferred the amount of the Trust ADR Award, if any, in immediately available funds by

wire to an account specified by the Trust and legal and equitable title thereto shall pass irrevocably to the Trust.

7. **Bankruptcy Court Approval.** The Trust will seek an Order from the Bankruptcy Court (the "Order") approving the settlement that is the subject of this Agreement. However, if the Bankruptcy Court declines to enter the Order, the Order does not become Final and Non-Appealable, or the Approval Date does not otherwise occur, the amount in Escrow shall be returned to the Buchanan Ingersoll Parties (including interest earned thereon but excluding applicable fees and taxes), this Agreement shall be void and of no further effect, and all Parties shall be restored to their respective positions under the Tolling Agreement without prejudice.

8. **Release of Contribution Claim Against the Bank Defendants.** In accordance with the Bank Settlement and the contribution bar order entered in connection therewith, the Buchanan Ingersoll Parties fully release any claim for contribution or indemnification, in connection with (i) their payment of the Settlement Amount or (ii) their payment of the ADR Funds, that any of them has or may have against the Bank Defendants arising out of the Bank Defendants' Claims.

9. **Release of Contribution Claim Against Deloitte & Touche.** In accordance with the Deloitte Settlement and the contribution bar order entered in connection therewith, the Buchanan Ingersoll Parties fully release any claim for contribution or indemnification, in connection with (i) their payment of the Settlement Amount or (ii) their payment of the ADR Funds, that any of them has or may have against Deloitte & Touche arising out of Deloitte & Touche's engagement as Adelphia's independent auditor.

10. **Third-Party Settlements and Judgments.**

(a) **Adelphia Settlements with Third Parties.** The Trust agrees that, if the Trust enters into a settlement with any Person (“Settling Defendant”) of claims that could, but for the bar and injunction against such claims being included in the Order, give rise to a claim of contribution or indemnity against any Buchanan Ingersoll Releasee, the Trust shall obtain from that Settling Defendant a full release of any claim for contribution or indemnity, no matter how denominated, that the Settling Defendant has or may have against each Buchanan Ingersoll Releasee arising out of the Trust’s claims against the Settling Defendant.

(b) **Judgment Reduction.** The releases in this Agreement for the benefit of the Buchanan Ingersoll Releasees are intended and shall be construed and treated in accordance with the Pennsylvania Uniform Contribution among Tortfeasors Act, 42 Pa. C.S.A. §§ 8321, *et seq.* (or any other applicable law) as a *pro rata* release and it is the intent of the Parties to relieve the Buchanan Ingersoll Releasees from any liability for contribution that may arise out of any claim asserted by the Trust against a party or parties other than the Buchanan Ingersoll Releasees. Accordingly, it is further agreed by the Trust that, if the Trust obtains a judgment against any other Person (a “Judgment Defendant”) on a claim for which the Judgment Defendant has or may have a claim for contribution against a Buchanan Ingersoll Releasee (a “Joint Claim”), the Trust will reduce the amount of the Joint Claim judgment by the percentage of the Buchanan Ingersoll Releasees’ responsibility, if any, as determined in the action in which the judgment against the Judgment Defendant is obtained, as contemplated by Section 8327 of the Pennsylvania Uniform Contribution Among Tortfeasors Act, 42 Pa. C.S.A. § 8327; provided, however, that nothing contained in this Agreement shall preclude the Trust from seeking to establish,

before or at trial or on appeal, (i) that the Judgment Defendant has no right of contribution against a Buchanan Ingersoll Releasee that should result in a reduction of the Joint Claim judgment, in which case, if the Trust prevails, no reduction of the Joint Claim judgment shall occur, or (ii) in order to prevent a double reduction of the Joint Claim judgment, that the Buchanan Ingersoll Releasees' pro rata share for the Joint Claim judgment is equal to or lower than the Settlement Amount, in which case, if the Trust prevails, the Joint Claim judgment shall be reduced only if the Joint Claim judgment does not already reflect a reduction for the Settlement Amount, and in such case, the maximum amount by which the Joint Claim judgment may be reduced is the Settlement Amount (but in all events no greater amount than the percentage of the Buchanan Ingersoll Releasees' responsibility, if any). The Trust agrees that in the action in which the judgment against the Judgment Defendant is sought, it will consent to the determination of the percentage of responsibility of the Buchanan Ingersoll Releasees for the Joint Claim, if any, without the necessity of any Buchanan Ingersoll Releasee being joined as a party.

11. **Representations and Warranties by the Trust.** The Trust represents and warrants to the Buchanan Ingersoll Parties as follows:

(a) The Trust, and anyone executing this Agreement on its behalf, has the requisite corporate, trust, estate or other power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Trust and the consummation by the Trust of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate, trust, estate or other action on the part of the Trust, and no other corporate, trust, estate or other action on the part of the Trust is necessary to approve this Agreement or to consummate the transactions by the Trust contemplated by this

Agreement. This Agreement has been duly executed and delivered by the Trust and constitutes a valid and binding obligation of the Trust.

(b) The Trust is the sole and lawful owner of all right, title and interest in the Adelpia Claims. The Trust has not assigned, transferred or conveyed, in whole or in part, the Trust's right, title and interest in the Adelpia Claims to any Person. To the extent that, under the Bankruptcy Plan or the JV Plan, Adelpia, the Plan Administrator (as such term is defined in the Bankruptcy Plan), or any other Person other than the Trust has any right, title or interest of any kind in any of the Adelpia Claims, or the consent of any such Person is needed to provide the full benefits of this Agreement to the Buchanan Ingersoll Releasees, the Trust will take all necessary steps to obtain such Person's consent to the release of the Adelpia Claims and the other terms of this Agreement so that the Buchanan Ingersoll Releasees may obtain the full benefits of this Agreement.

(c) The Trust enters into this Agreement on its own volition after consulting with and upon the advice of its own counsel and after a full investigation of all facts.

12. Representations and Warranties by the Buchanan Ingersoll Parties.

Each Buchanan Ingersoll Party on behalf of itself represents and warrants to the Trust as follows:

(a) It, and anyone executing this Agreement on its behalf, has the requisite corporate, partnership, or other power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Buchanan Ingersoll Parties and the consummation by Buchanan Ingersoll Parties of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate, partnership, or other

action on the part of the Buchanan Ingersoll Parties, and no other corporate, partnership, or other action on the part of the Buchanan Ingersoll Parties is necessary to approve this Agreement or to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by each Buchanan Ingersoll Party entering into this Agreement and constitutes a valid and binding obligation of that Buchanan Ingersoll Party.

(b) Each Buchanan Ingersoll Party on behalf of itself is currently the sole and lawful owner of all right, title and interest in any and all Buchanan Ingersoll Released Claims asserted by that Buchanan Ingersoll Party, and has not assigned, transferred or conveyed, in whole or in part, any of its respective right, title or interest in said Buchanan Ingersoll Released Claims to any Person.

(c) Each Buchanan Ingersoll Party on behalf of itself enters into this Agreement on its own volition after consulting with and upon the advice of its own counsel and after a full investigation of all facts.

13. **No Admission of Wrongdoing.** The Trust and each Buchanan Ingersoll Party deny any wrongdoing. The Parties state that they are entering into this Agreement to eliminate the burden and expense of litigation. This Agreement, whether or not consummated, and any proceedings taken pursuant to it, shall not be:

(a) offered or received against any Party as evidence of or construed as or deemed to be evidence of any presumption, concession or admission by any Party with respect to the truth of any fact alleged against such Party, the validity of any claim that has been or could have been asserted in the action or in any litigation, the deficiency of any defense that has been or could have been asserted in the action or in any litigation, or of any liability, negligence, fault or wrongdoing of either Party;

(b) offered or received against any Party as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Party or as evidence of any infirmity in their claims;

(c) offered or received against any Party as evidence that, as a result of any conduct, statements, acts or omissions by such Party, any other Party has suffered any damages or harm;

(d) offered or received against any Party as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing or in any way referred to for any other reason as against any Party, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; or

(e) construed against any Party as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial.

14. **Entire Agreement.** This Agreement constitutes the full and complete agreement between the Parties with respect to the matters encompassed herein and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the Parties respecting the matters encompassed herein.

15. **Third Party Beneficiaries.** Nothing contained in this Agreement is intended to confer upon any Person other than the Parties, the Buchanan Ingersoll Releasees and the Adelphia Releasees any benefit, release, right or remedy under or by reason of this Agreement.

16. **Binding of Successors.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

17. **Amendment.** This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties hereto or their successors-in-interest.

18. **Waiver of Breach.** The waiver by one Buchanan Ingersoll Party of any breach of this Agreement by the Trust shall not be deemed a waiver of that same breach by any other Buchanan Ingersoll Party and the waiver by the Trust of any breach of this Agreement by one Buchanan Ingersoll Party shall not be deemed a waiver of that same breach by any other Buchanan Ingersoll Party. Further, the waiver by a Buchanan Ingersoll Party of any breach of this Agreement by the Trust shall not be deemed a waiver of any other prior or subsequent breach of this Agreement, and the waiver by the Trust of any breach of this Agreement by a Buchanan Ingersoll Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

19. **Construction.** This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Agreement.

20. **Headings; Words.** The headings herein are included for the purpose of convenience only and are not meant to have legal effect. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

21. **Choice of Law.** Other than the judgment reduction and contribution and indemnification provisions of Paragraph 10 which are governed by the Pennsylvania Uniform Contribution among Tortfeasors Act, the construction, interpretation, operation, effect and validity of this Agreement, and all documents necessary to effectuate it, shall be governed by the laws of the State of New York without regard to any choice of law provision.

22. **Choice of Forum.** Any action arising out of this Agreement, or relating to the performance or any breach of the Parties hereunder or the interpretation hereof, shall be brought in the first instance in the Bankruptcy Court, and each of the Parties (a) consents to jurisdiction in such court, (b) agrees that it will not bring any action relating to this Agreement, including, but not limited to, the performance or breach or interpretation of this Agreement, in any court other than the Bankruptcy Court, unless and until the Bankruptcy Court declines to exercise jurisdiction, and (c) agrees that any such action should, to the extent possible, be referred to Judge Robert E. Gerber. If for any reason the Bankruptcy Court declines to exercise jurisdiction over any action referenced in this paragraph, a Party may bring such action in any court of competent jurisdiction.

23. **Further Steps.** The Parties warrant and represent that they have the full authority to take appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms. The Parties agree to cooperate fully with one another and to agree promptly upon and execute all such other documentation as may be reasonably required to effectuate the terms of this Agreement.

24. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall be considered the same as if a single document shall have been executed, such execution shall not affect the validity of the Agreement, and the

execution and exchange of an electronic or facsimile copy of the Agreement shall be binding.

25. **Severability.** Except as set forth in paragraphs 5 and 7 above, if any one or more of the provisions contained in this Agreement is determined, for any reason, to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. To the extent permitted by law, the Parties hereby, to the same extent, waive any provision of law that renders any provision hereof void or unenforceable in any respect.

26. **Notice.** Notice to the Parties pursuant to this Agreement shall be delivered to the following persons:

If to the Adelpia Recovery Trust:

David M. Friedman, Esq.
Kasowitz Benson Torres & Friedman
1633 Broadway
New York, New York 10019

-and-

Deirdre E. Connell, Esq.
Adelpia Recovery Trust
c/o Pachulski, Stang, Ziehl, Young, Jones & Weintraub LLP
919 North Market Street, 17th Floor P.O. Box 8705
Wilmington, DE 19899-8705

If to the Buchanan Ingersoll Parties:

John Leathers, Esq.
Buchanan Ingersoll & Rooney PC
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410

ADELPHIA RECOVERY TRUST

Dated: June 20, 2012

By: 

Dean A. Ziehl, Esq., Trustee

BUCHANAN INGERSOLL &
ROONEY PC

Dated: June 22, 2012

By: 

John Leathers, Esq.

Exhibit A

BINDING ADR AGREEMENT

This Binding ADR Agreement (“Agreement”) is agreed to and entered by and between Buchanan Ingersoll & Rooney PC, on behalf of itself and, to the extent legally empowered to do so, each and every one of its current and former shareholders, agents, attorneys, and employees (collectively, “Buchanan”) and each of the undersigned claimants (“Claimant” or “Claimants”) (collectively, the “Parties”).

RECITALS

WHEREAS, prior to June of 2002, Buchanan served as outside counsel to Adelphia Communication Corporation and various of its subsidiaries (collectively “Adelphia”);

WHEREAS, in connection with Buchanan’s representation of Adelphia, certain existing and potential claims have been or may be asserted against Buchanan by various individuals and entities;

WHEREAS, Buchanan has been named by various plaintiffs as a defendant in multiple cases consolidated at *In re: Adelphia Communications Corporation Securities and Derivative Litigation*, 03-MD-1529 (S.D.N.Y.) (the “MDL Proceedings”), to which Buchanan responded in motions to dismiss;

WHEREAS, Buchanan has entered into agreements tolling the statute of limitations period applicable to potential claims against Buchanan by various additional parties and may also be subject to other claims or liabilities;

WHEREAS, due to the anticipated time and expense associated with a defense of the claims referenced above and the fact that there are many potential claims against Buchanan, Buchanan wishes to settle all claims and liabilities of whatever nature that have been or could be asserted against Buchanan arising in any way, directly or indirectly, out of its representation of Adelphia;

WHEREAS, at the direction of The Honorable Lawrence McKenna of the United States District Court for the Southern District of New York, The Honorable Daniel Weinstein (Ret.) shall conduct a binding process by which Claimants’ claims against Buchanan are resolved fully and finally (the “Allocation Process”);

WHEREAS, to facilitate the settlement of existing and potential claims against it, Buchanan has secured the participation of its insurance carriers and the insurance carriers’ agreement to pay a total of Forty Million Dollars (\$40,000,000) to fund the Allocation Process (the “Allocation Process Funds”);

WHEREAS, Claimants and Buchanan desire to participate in the Allocation Process and agree to the terms, procedures, and conditions enumerated below; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises contained in this Agreement, and other good and valuable consideration the legal sufficiency of which is hereby acknowledged, and without the admission of any liability or wrongdoing, each

of the Parties, intending to be legally bound, understands, agrees, and resolves as follows:

COMMITMENT TO BINDING ALLOCATION

1. Upon execution of this Agreement (the "Effective Date"), Buchanan and Claimants hereby agree to the terms and conditions of binding allocation and resolution set forth herein. The purpose of this Allocation Process is to arrive at a resolution of any and all existing and/or potential direct, indirect, contribution, or other claims or liabilities of whatever nature that have been or could be asserted against Buchanan in a cooperative and informal manner.

2. Claimants and Buchanan agree and commit to participate in the Allocation Process outlined herein in a good faith effort to resolve and conclude all existing and potential claims against Buchanan. Claimants hereby agree to submit any and all existing and/or potential direct, indirect, contribution, or other claims or liabilities of whatever nature that have been or could be asserted against Buchanan to the Allocation Process set forth below.

3. A complete list of the Claimants eligible to participate in the Allocation Process is attached to this Agreement as Exhibit A. As of the Effective Date of this Agreement, Claimants and Buchanan agree that they will not withdraw from the Allocation Process set forth herein even if some of the eligible Claimants listed in Exhibit A elect not to participate in the Allocation Process (the "Non-Participants"). Notwithstanding the foregoing sentence, in the event that the undersigned Claimant the Adelpia Recovery Trust (the "Trust") does not obtain approval from the Bankruptcy Court for the Southern District of New York to participate in the Allocation Process in settlement of its claims against Buchanan, then Buchanan, the Trust, and all other Claimants may withdraw from the Allocation Process. Judge Daniel Weinstein shall, in his sole discretion, determine the amount, if any, to be awarded to each Claimant in the Allocation Process (an "Allocation Award"). Buchanan may seek an Allocation Award for each Non-Participant's claim (a "Buchanan ADR Award") and, in determining the amount, if any, of such Buchanan ADR Award, Judge Weinstein may, at his discretion, consider a reasonable cost to defend and resolve the claim of such Non-Participant. Judge Weinstein shall keep the Buchanan ADR Awards confidential until all Non-Participants' claims are resolved, at which time Buchanan shall provide Judge Weinstein with a copy of the settlement agreements, dismissals, judgments or other resolution of the Non-Participants' claims and Judge Weinstein shall release the Buchanan ADR Awards. In the event that the Buchanan ADR Awards in the aggregate are greater than the amount, including reasonable defense costs, actually incurred by Buchanan to resolve the claims of any and all Non-Participants (the "Resolution Amount"), the Buchanan ADR Awards shall be reduced to the Resolution Amount and the remainder shall be distributed among the Claimants in proportion to the amount of their respective Allocation Awards.

4. Claimants and Buchanan agree that after an Allocation Award is issued and, in the case of the Class Action Claimants, the supervising court approves the Class Action Claimants' Allocation Award, the Parties shall exchange mutual releases of all claims, as provided for in Paragraph 10.

5. The Allocation Process Funds shall be the sole source of funds for the Allocation Awards, and the Allocation Awards, including any Buchanan ADR Awards and the ML Media Award (defined below) shall, in the aggregate, equal the full amount of Allocation Process Funds

after the deduction of Judge Weinstein's fee and expenses. Buchanan and its insurers shall deposit an amount equal to the Allocation Awards, less any Buchanan ADR Awards and any Allocation Award to the Trust, into an Escrow Account within ten (10) business days of Judge Weinstein announcing the Allocation Awards. Within five (5) business days of all necessary releases being executed and all necessary court approvals, if any, being obtained, a Claimant will be paid its Allocation Award from the Escrow Account.

ALLOCATION PROCESS

6. The Allocation Process will first require the mutual consideration and review of Claimants' existing and/or potential claims against Buchanan by Judge Weinstein, the Claimants, and Buchanan. Notwithstanding any other provision of this Agreement, Judge Weinstein may conduct preliminary, organizational, and/or scheduling conferences at his discretion. Judge Weinstein will (a) review written information submitted by the Claimants, (b) participate in private, confidential conversations with the Claimants to develop information about the Claimants' contentions and objectives, and (c) conduct one or more sessions with representatives of the Claimants, Buchanan, and their counsel. Judge Weinstein may at his discretion discuss the positions and claims with Buchanan. The Parties will follow Judge Weinstein's recommendation regarding the agenda and process most likely to resolve the dispute. The Parties agree that the Allocation Process will be scheduled to conclude no later than November 16, 2012.

7. In December 2009, Buchanan and ML Media Partners, L.P. entered into a settlement agreement resolving ML Media's claims against Buchanan (the "ML Media Settlement"). For purposes of the Allocation Process, Buchanan may seek an Allocation Award with respect to ML Media's claims against it; provided, however, that in no event shall the ML Media Award be greater than the amount paid previously by Buchanan to settle ML Media's claim ("ML Media Settlement Amount"). Pursuant to the ML Media Settlement, Judge Weinstein has not been informed of the ML Media Settlement Amount; however, within one business day of the issuance of the ML Media Award, Buchanan shall provide a copy of the ML Media Settlement to Judge Weinstein and in the event that the amount of the ML Media Award exceeds the ML Media Settlement Amount, the ML Media Award shall be reduced to the ML Media Settlement Amount and the remainder shall be added to the Claimants' Allocation Awards in proportion to the amount of each Claimant's Allocation Award.

8. The Allocation Process will focus on the interests and objectives of the Parties and possible solutions that Judge Weinstein believes would be fair, equitable, and mutually beneficial, without regard to any potential defenses to insurance coverage that might otherwise exist. Each Party will work with Judge Weinstein in considering and evaluating solutions that would satisfy its own interests and those of the other Parties. Each Party will have the opportunity and responsibility to candidly disclose to Judge Weinstein the facts, theories, and opinions on which it intends to rely with regard to the matters in dispute. Judge Weinstein shall have the consent of the Claimants to disclose and discuss the contentions, theories and positions of any Claimant with the other Claimants and/or Buchanan. If a Party informs Judge Weinstein that specific information is conveyed by the Party to Judge Weinstein in confidence, Judge Weinstein will not disclose that information to any other Party.

9. Following a review of all submissions of the Claimants and the aforesaid sessions with the Claimants and Buchanan, Judge Weinstein will issue an Allocation Award setting forth each Claimant's Allocation Award; the aggregate amount of the Buchanan ADR Awards, if any; and the ML Media Award. In making this determination, Judge Weinstein will take into account the nature of the claims, facts and law supporting or detracting from the claims, the relationship of the Claimant to Buchanan, and the overall merit of the claims when assessed independently and in relation to other claims asserted against Buchanan. Judge Weinstein will not take into account any potential defenses to insurance coverage that might otherwise exist.

10. Except as provided in Paragraph 11 with respect to the Class Action Claimants' Allocation Award, the Allocation Awards from Judge Weinstein shall be final and non-appealable. Following the issuance of an Allocation Award, the Parties shall enter into an appropriate Settlement and Release Agreement(s) reflecting the payment of the Allocation Award and the mutual exchange of releases of all claims and potential litigation arising out of the Adelpia matter. Each of the Parties agrees to take all steps reasonably necessary to effectuate the settlement, termination, and bar of any and all existing and/or potential direct, indirect, contribution, or other claims or liabilities of whatever nature that have been or could be asserted against Buchanan on terms determined by Judge Weinstein through this Allocation Process, including the review and approval of any settlement agreement in the MDL Proceedings if required.

11. The Class Action Claimants may present the Settlement and Release Agreement of their claims for court approval. [add necessary provisions, if any, re Class Action Claimants]

CONFIDENTIALITY

12. The existence and terms of this Agreement are not confidential. Nothing in this Paragraph 12 shall prevent Buchanan or any other party from asserting, in any court or proceeding, the provisions of this Agreement or any result or award resulting from the Allocation Process as a complete and final bar or other precedential resolution of any and all existing and/or potential direct, indirect, contribution, or other claims or liabilities of whatever nature that have been or could be asserted against Buchanan or any other party.

13. All offers, promises, conduct, and statements, whether oral or written, made in the course of the Allocation Process by any of the Parties, their agents, employees, experts, and attorneys or Judge Weinstein for purposes of settlement are confidential. Such offers, promises, conduct, and statements will not be disclosed to third parties, except persons associated with the participants in the process (*i.e.*, a Party's agent, employee, attorney, expert, or consultant) and are privileged and inadmissible for any purpose, including impeachment, under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law provision. Evidence or facts previously disclosed, disclosed during the course of the Allocation Process, otherwise known to a Party, or otherwise admissible or discoverable shall not be rendered inadmissible or not discoverable as a result of their use in this process.

REPRESENTATIONS AND GENERAL PROVISIONS

14. Each of the Parties hereby warrants, represents, and acknowledges to each other Party each of the following:

- a) The Party has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims covered by this Agreement and has the right to execute this Agreement and to receive the consideration given therefore;
- b) The Party agrees and acknowledges that the consideration given and received for this Agreement is fair, reasonable, sufficient, just and adequate and constitutes lawful consideration supporting the execution of this Agreement;
- c) The Party agrees and acknowledges that the consideration given in connection with this Agreement is given in compromise of disputed claims, and neither the exchange of such consideration nor the execution of this Agreement shall evidence or constitute any admission of liability or fault by any Party hereto;
- d) The Party is entering into this Agreement based solely and exclusively upon the Party's or its counsel's own analysis of the facts and/or information of which the Party is independently aware and not based upon or in reliance upon any statements or representations of any other party, except to the extent that such statements or representations are fully and expressly set forth in this Agreement; and
- e) The Party has read all provisions of this Agreement in full, has reviewed those provisions with the Party's counsel, and is voluntarily entering into this Agreement of its own free will and accord, for the purposes and considerations set forth herein, and with the intent to be legally bound by its terms and requirements.

15. If any provision of this Agreement, with the exception of Paragraph 10, is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. If Paragraph 10 is held to be invalid, void, or unenforceable, this entire Agreement will be void and of no further effect.

16. Each Party hereby agrees and acknowledges that all attorney's fees, costs, and expenses incurred by the Parties in the preparation of this Agreement will be borne by the Party incurring the same. Judge Weinstein's fees and expenses shall be paid from the Allocation Process Funds and shall not exceed five hundred thousand dollars (\$500,000).

17. This Agreement may be executed in two or more counterparts, all of which shall be considered the same as if a single document shall have been executed, such execution shall

not affect the validity of the Agreement, and the execution and exchange of an electronic or facsimile copy of the Agreement shall be binding.

18. This Agreement constitutes the entire understanding of the Parties as to the Allocation Process and supersedes all prior and contemporaneous agreements, discussions, or representations, oral or written, with respect to the subject matter hereof.

19. Previous drafts of this Agreement are inadmissible as evidence for the interpretation, construction, and/or application of this Agreement. The Parties agree that the interpretation and enforcement of this Agreement will be governed by the law of the State of New York without regard to any choice law of provision.

WHEREFORE, the preceding terms set forth herein are hereby accepted and agreed to by and between Buchanan Ingersoll & Rooney PC and each of the Claimants.

Buchanan Ingersoll & Rooney PC

Date: _____

By: _____

Title: _____

Adelphia Recovery Trust

Date: _____

By: _____

Title: _____

(Claimant)

By: _____

Date: _____

Title: _____

(Claimant)

By: _____

Date: _____

Title: _____

Date: _____

(Claimant)

By: _____

Title: _____

Date: _____

(Claimant)

By: _____

Title: _____

Date: _____

(Claimant)

By: _____

Title: _____

Date: _____

(Claimant)

By: _____

Title: _____

Date: _____

(Claimant)

By: _____

Title: _____

Exhibit A

1. Adelphia Recovery Trust;
2. AIG DKR SoundShore Holdings, Ltd. and the other investment companies or accounts that entered into the AIG DKR Tolling Agreement;
3. Plaintiffs in the lawsuit captioned *Appaloosa Investment Ltd. Partnership I v. Deloitte & Touche*, 03-cv-7301 (S.D.N.Y.);
4. Plaintiff in the lawsuit captioned *Division of Investment of the New Jersey Department of the Treasury v. Rigas*, No. 03-cv-7300 (S.D.N.Y.);
5. Plaintiff in the lawsuit captioned *Elkmont Capital Ltd. v. Deloitte & Touche*, LLP, No. 03-cv-5794 (S.D.N.Y.);
6. Plaintiffs in the lawsuit captioned *In re Adelphia Communications Corp. Securities & Derivative Litigation* (Consolidated Class Action Complaint), No. 03 MD 1529 (S.D.N.Y.);
7. Plaintiffs in the lawsuit captioned *New York City Employees' Retirement System v. Rigas*, No. 03-cv-5789 (S.D.N.Y.); and
8. Plaintiff in the action captioned *W.R. Huff Asset Management Co., LLC v. Deloitte & Touche LLP*, No. 03-cv-5752 (S.D.N.Y.).

Exhibit B

1. Adelphia Recovery Trust;
2. AIG DKR SoundShore Holdings, Ltd. and the other investment companies or accounts that entered into the AIG DKR Tolling Agreement;
3. Plaintiffs in the lawsuit captioned *Appaloosa Investment Ltd. Partnership I v. Deloitte & Touche*, 03-cv-7301 (S.D.N.Y.);
4. Plaintiff in the lawsuit captioned *Division of Investment of the New Jersey Department of the Treasury v. Rigas*, No. 03-cv-7300 (S.D.N.Y.);
5. Plaintiff in the lawsuit captioned *Elkmont Capital Ltd. v. Deloitte & Touche, LLP*, No. 03-cv-5794 (S.D.N.Y.);
6. Plaintiffs in the lawsuit captioned *In re Adelphia Communications Corp. Securities & Derivative Litigation* (Consolidated Class Action Complaint), No. 03 MD 1529 (S.D.N.Y.);
7. Plaintiffs in the lawsuit captioned *New York City Employees' Retirement System v. Rigas*, No. 03-cv-5789 (S.D.N.Y.); and
8. Plaintiff in the action captioned *W.R. Huff Asset Management Co., LLC v. Deloitte & Touche LLP*, No. 03-cv-5752 (S.D.N.Y.).