

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

<p>NML CAPITAL,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">- against -</p> <p>THE REPUBLIC OF ARGENTINA,</p> <p style="text-align: right;">Defendant.</p>	<p>08 Civ. 6978 (TPG) 09 Civ. 1707 (TPG) 09 Civ. 1708 (TPG)</p>
<p>NML CAPITAL,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">- against -</p> <p>THE REPUBLIC OF ARGENTINA,</p> <p style="text-align: right;">Defendant.</p>	<p>14 Civ. 8601 (TPG)</p>
<p>NML CAPITAL,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">- against -</p> <p>THE REPUBLIC OF ARGENTINA,</p> <p style="text-align: right;">Defendant.</p>	<p>14 Civ. 8988 (TPG)</p>

(captions continue on following pages)

**SECOND SUPPLEMENTAL DECLARATION OF MICHAEL A. PASKIN IN
FURTHER SUPPORT OF THE REPUBLIC OF ARGENTINA'S MOTION, BY
ORDER TO SHOW CAUSE, TO VACATE THE INJUNCTIONS ISSUED ON
NOVEMBER 21, 2012, AND OCTOBER 30, 2015**

FFI FUND, LTD. and FYI LTD.,

Plaintiffs,

- against -

14 Civ. 8630 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

AURELIUS CAPITAL MASTER, LTD. and ACP
MASTER, LTD.,

Plaintiffs,

- against -

09 Civ. 8757 (TPG)
09 Civ. 10620 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

AURELIUS OPPORTUNITIES FUND II, LLC and
AURELIUS CAPITAL MASTER, LTD.,

Plaintiffs,

- against -

10 Civ. 1602 (TPG)
10 Civ. 3507 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

AURELIUS CAPITAL MASTER, LTD. and
AURELIUS OPPORTUNITIES FUND II, LLC,

Plaintiffs,

- against -

THE REPUBLIC OF ARGENTINA,

Defendant.

10 Civ. 3970 (TPG)

10 Civ. 8339 (TPG)

BLUE ANGEL CAPITAL I LLC,

Plaintiff,

- against -

THE REPUBLIC OF ARGENTINA,

Defendant.

10 Civ. 4101 (TPG)

10 Civ. 4782 (TPG)

OLIFANT FUND, LTD.,

Plaintiff,

- against -

THE REPUBLIC OF ARGENTINA,

Defendant.

10 Civ. 9587 (TPG)

PABLO ALBERTO VARELA, *et al.*,

Plaintiffs,

- against -

THE REPUBLIC OF ARGENTINA,

Defendant.

10 Civ. 5338 (TPG)

PEREZ, *et al.*,

Plaintiffs,

- against -

14 Civ. 8242 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

AURELIUS CAPITAL PARTNERS, LP, *et al.*,

Plaintiffs,

- against -

14 Civ. 8946 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

BLUE ANGEL CAPITAL I LLC,

Plaintiff,

- against -

14 Civ. 8947 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

EM LTD.,

Plaintiff,

- against -

14 Civ. 8303 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

LIGHTWATER CORP. LTD.,

Plaintiff,

- against -

14 Civ. 4092 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

OLD CASTLE HOLDINGS, LTD.,

Plaintiff,

- against -

14 Civ. 4091 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

SETTIN,

Plaintiff,

- against -

14 Civ. 8739 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

CAPITAL VENTURES INTERNATIONAL,

Plaintiff,

- against -

14 Civ. 7258 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

ADAMI, *et al.*,

Plaintiffs,

- against -

14 Civ. 7739 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

CAPITAL MARKETS FINANCIAL SERVICES INC.,
et al.,

Plaintiffs,

- against -

15 Civ. 710 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

FOGLIA, *et al.*,

Plaintiffs,

- against -

14 Civ. 8243 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

PONS, *et al.*,

Plaintiffs,

- against -

13 Civ. 8887 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

GUIBELALDE, *et al.*,

Plaintiffs,

- against -

11 Civ. 4908 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

DORRA, *et al.*,

Plaintiffs,

- against -

14 Civ. 10141 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

BELOQUI, *et al.*,

Plaintiffs,

- against -

14 Civ. 5963 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

TORTUS CAPITAL MASTER FUND, LP,

Plaintiff,

- against -

14 Civ. 1109 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

TORTUS CAPITAL MASTER FUND, LP,

Plaintiff,

- against -

14 Civ. 3127 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

TRINITY INVESTMENTS LIMITED,

Plaintiff,

- against -

14 Civ. 10016 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

MONTREUX PARTNERS, L.P.,

Plaintiff,

- against -

14 Civ. 7171 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

LOS ANGELES CAPITAL,

Plaintiff,

- against -

14 Civ. 7169 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

CORDOBA CAPITAL,

Plaintiff,

- against -

14 Civ. 7164 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

WILTON CAPITAL, LTD.,

Plaintiff,

- against -

14 Civ. 7166 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

MCHA HOLDINGS, LLC,

Plaintiff,

- against -

14 Civ. 7637 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

MCHA HOLDINGS, LLC,

Plaintiff,

- against -

14 Civ. 10064 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

ANDRAREX LTD.,

Plaintiff,

- against -

14 Civ. 9093 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

CLARIDAE, *et al.*,

Plaintiffs,

- against -

14 Civ. 10201 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

ARAG-A LIMITED, *et al.*,

Plaintiffs,

- against -

14 Civ. 9855 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

ATTESTOR MASTER VALUE FUND LP,

Plaintiff,

- against -

14 Civ. 5849 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

ANGULO, *et al.*,

Plaintiffs,

- against -

15 Civ. 1470 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

LAMBERTINI, *et al.*,

Plaintiffs,

- against -

15 Civ. 1471 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

HONERO FUND I, LLC,

Plaintiff,

- against -

15 Civ. 1553 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

TRINITY INVESTMENTS LIMITED,

Plaintiff,

- against -

15 Civ. 1588 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

BANCA ARNER S.A., *et al.*,

Plaintiffs,

- against -

15 Civ. 1508 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

TRINITY INVESTMENTS LIMITED,

Plaintiff,

- against -

15 Civ. 2611 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

TRINITY INVESTMENTS LIMITED,

Plaintiff,

- against -

15 Civ. 5886 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

MCHA HOLDINGS, LLC,

Plaintiff,

- against -

15 Civ. 2577 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

MCHA HOLDINGS, LLC,

Plaintiff,

- against -

15 Civ. 5190 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

ERCOLANI, *et al.*,

Plaintiffs,

- against -

15 Civ. 4654 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

FAZZOLARI, *et al.*,

Plaintiffs,

- against -

15 Civ. 3523 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

STONEHILL INSTITUTIONAL PARTNERS, L.P., *et al.*,

Plaintiffs,

- against -

15 Civ. 4284 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

WHITE HAWTHORNE, LLC,

Plaintiff,

- against -

15 Civ. 4767 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

VR GLOBAL PARTNERS, LP,

Plaintiff,

- against -

11 Civ. 8817 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

HONERO FUND I, LLC,

Plaintiff,

- against -

15 Civ. 6702 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

PROCELLA HOLDINGS, L.P.,

Plaintiff,

- against -

15 Civ. 3932 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

BYBROOK CAPITAL MASTER FUND LP, *et al.*,

Plaintiffs,

- against -

15 Civ. 7367 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

BYBROOK CAPITAL MASTER FUND LP, *et al.*,

Plaintiffs,

- against -

15 Civ. 2369 (TPG)

THE REPUBLIC OF ARGENTINA,

Defendant.

SECOND SUPPLEMENTAL DECLARATION OF MICHAEL A. PASKIN IN FURTHER SUPPORT OF THE REPUBLIC OF ARGENTINA’S MOTION, BY ORDER TO SHOW CAUSE, TO VACATE THE INJUNCTIONS ISSUED ON NOVEMBER 21, 2012, AND OCTOBER 30, 2015

Michael A. Paskin hereby declares as follows:

1. I am a member of the Bar of this Court and a partner at the law firm of Cravath, Swaine & Moore LLP, counsel to defendant the Republic of Argentina (the “Republic”) in the above-captioned actions.

2. I make this Declaration in support of the Republic’s Reply Memorandum of Law in Further Support of the Republic of Argentina’s Motion, by Order to Show Cause, to Vacate the Injunctions Issued on November 21, 2012, and October 30, 2015.

3. Attached as Exhibit A is a true and correct copy of the Statement of Daniel A. Pollack, Special Master in Argentina Debt Litigation, dated Feb. 12, 2016.

4. Attached as Exhibit B is a true and correct copy of the February 16, 2016, agreement in principle in the Brecher Class Action.

5. Attached as Exhibit C is a true and correct copy of the Statement of Daniel A. Pollack, Special Master in Argentina Debt Litigation, dated Feb. 16, 2016.

6. Attached as Exhibit D is a true and correct copy of the February 17, 2016, press release issued by the Republic of Argentina.

7. Attached as Exhibit E is a true and correct copy of the Statement of Daniel A. Pollack, Special Master in Argentina Debt Litigation, dated Feb. 18, 2016.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 19, 2016.



Michael A. Paskin

Exhibit A

Statement Of Daniel A. Pollack, Special Master In Argentina Debt Litigation, Feb. 12, 2016



NEW YORK, Feb. 12, 2016 /PRNewswire/ -- Daniel A. Pollack, Special Master presiding over settlement negotiations between the Republic of Argentina and its Bondholders, issued the following statement today:

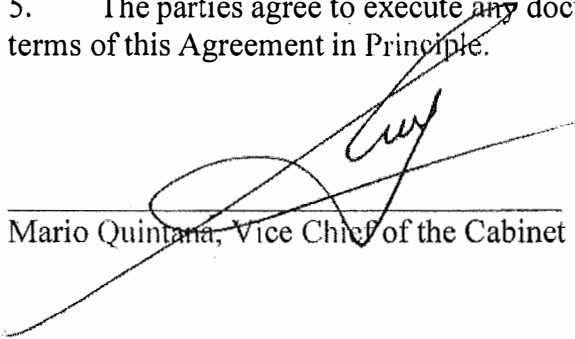
This has been an eventful week in the negotiations between Argentina and its "holdout" Bondholders. As I had announced in a previous statement, two major "holdouts" reached agreements in principle with Argentina to settle their claims. Those two agreements in principle aggregated, between them, well over \$1 billion. Claims by four other large "holdouts" were not resolved this week, but intensive discussions between and among high-ranking Argentine Government officials, principals of those four firms and me have continued through the week. These discussions have gone late into the night and will continue. I do not know whether agreements in principle will be reached with these four Bondholders, but I will continue to do everything in my power to see that it happens. Any and all agreements in principle are subject to (1) the lifting of the Lock Law and the Sovereign Payment Law by the Argentine Congress and (2) the lifting or dissolution of the Injunction put in place by Hon. Thomas P. Griesa. Argentina has taken steps in this direction. Other parties with substantial holdings of defaulted Argentine bonds, beyond the four remaining large "holdouts," have come forward, expressed interest in settling, and are in the process of attempting to reach agreements in principle with Argentina. I will have no further statement on this matter today.

SOURCE Daniel A. Pollack

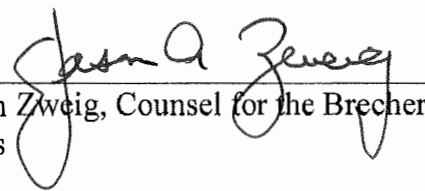
Exhibit B

Agreement in Principle

1. Subject to 2, hereinbelow, The Brecher class action is settled, in principle, for payment by the Republic of Argentina to each class member who proves a valid claim (i.e. on a "claims made" basis) for 100% of principal for each such class member, plus interest of 50% of principal, i.e. a total of 150%;
2. The settlement is subject to: (1). approval by the Congress of Argentina, including lifting of the Lock Law and the Sovereign Payment Law, and (2). the lifting of the Injunctions by Judge Griesa;
3. The Republic of Argentina agrees that it will not oppose any application for fees and expenses, out of the total settlement amount, by Counsel for the Class;
4. In addition to the 150% payments above, the Republic of Argentina agrees to pay \$25,000 towards the cost of notice to class members;
5. The parties agree to execute any documents reasonably necessary to carry out the terms of this Agreement in Principle.



Mario Quintana, Vice Chief of the Cabinet



Jason Zweig, Counsel for the Brecher
Class

Dated: February 16, 2016

Exhibit C

Statement Of Daniel A. Pollack, Special Master In Argentina Debt Litigation, Feb. 16, 2016



NEW YORK, Feb. 16, 2016 /PRNewswire/ -- Daniel A. Pollack, Special Master presiding over settlement negotiations between the Republic of Argentina and its Bondholders, issued the following statement today:

I am very pleased to report that the Republic of Argentina has reached an Agreement in Principle to settle the Brecher Class Action, pending before Honorable Thomas P. Griesa. The exact size of the class will not be known for several weeks, but the settlement is on a "claims made" basis, which will require each potential class member to demonstrate to the Court that he or she has been a continuous holder of the Bonds from the outset of the litigation in 2006 through the present date. The settlement fits within the numerics of the Proposal publically issued by the Republic on February 5, and calls for payment of 100% of the principal and 50% of interest on the principal for each class member. The settlement is subject to two conditions: first, the approval by the Congress of Argentina, including the lifting of the Lock Law and the Sovereign Payment Law, and 2) the lifting of the Injunctions by Judge Griesa. As Special Master I am continuing to try to bring about settlements with other Bondholders, and am hopeful that there will be more settlements to come. I will have no further comment on this Agreement in Principle today.

SOURCE Daniel A. Pollack

Exhibit D

Republic of Argentina
Ministry of Finance and Public Credit

Press Release

For Immediate Release

February 17, 2016

Instructions for Bondholders to Accept its Settlement Proposal

Buenos Aires, Argentina. The Ministry of Finance and Public Credit of Argentina has publicly announced the procedures by which eligible holders of any series of bonds of Argentina may accept the terms of the proposal announced on February 5, 2016 (the “Proposal”).

Instructions:

Holders of defaulted Argentine bonds wishing to accept the Republic’s proposal, dated February 5, 2016 (the “Proposal”) to settle all claims in respect of those bonds should proceed in accordance with the following instructions.

1. The Republic has posted on its website a Master Settlement Agreement dated as of February 8, 2016.

The Master Settlement Agreement may be used both by holders of bonds covered by the Standard Offer (as defined in the Proposal) as well as holders holding bonds in respect of which a *pari passu* injunction has been given by the U.S. District Court for the Southern District of New York (the “Injunction Bond Holders”).

2. Holders may become a party to a Settlement Agreement by executing and exchanging with the Republic a completed Agreement Schedule, the form of which is attached as Exhibit A to the Master Settlement Agreement.

3. A holder wishing to proceed with a settlement should contact the Republic at the following email address:

agreementinprinciple@mecon.gov.ar

The holder must provide the Republic with (i) the information about its bonds called for by the attachment to the form of Agreement Schedule contained in the Master Settlement Agreement and (ii) the holder’s calculation of the Settlement Amount for its bonds as called for by item 5 below.

4. *If the holder is an Injunction Bond Holder*, it should also indicate how it wishes the Settlement Amount for its Injunction Offer Bonds to be calculated. As described in the February 5, 2016 Proposal, the options for such a holder are:

(i) the Standard Offer (150% of the original principal amount of its bonds but not exceeding the value of any monetary judgment rendered by a court in respect of those bonds, determined as of January 31, 2016),

(ii) if a monetary judgment has been entered in respect of its bonds, the original amount of that monetary judgment updated by any applicable post-judgment interest rate accrued through January 31, 2016, less a discount of 30%, and

(iii) if a monetary judgment has not been entered in respect of the bonds, the current accrued value of the claims (calculated through January 31, 2016) less a discount of 30%.

5. Injunction Bond Holders that execute and deliver to the email address included hereby an Agreement Schedule prior to 5:00 pm New York time on February 19, 2016 will have the Settlement Amount under options (ii) and (iii) of Section 4 above calculated using a discount of 27.5%. Those Injunction Bond Holders that execute and deliver to the email address below an Agreement Schedule after 5:00 pm New York time on February 19, 2016 will have the Settlement Amount under options (ii) and (iii) of Section 4 above above calculated using a discount of 30%.

The holder must complete, sign and send the Agreement Schedule to the Republic including the information set forth for in item 3 above. That Agreement Schedule, when countersigned by the Republic, shall constitute a binding agreement between the parties to settle all claims in respect of the bonds on the terms contained in the Master Settlement Agreement.

Questions regarding these procedures should be directed to agreementinprinciple@mecon.gov.ar

Republic of Argentina

Ministry of Treasury and Public Finance

Exhibit E

Statement Of Daniel A. Pollack, Special Master In Argentina Debt Litigation, Feb. 18, 2016



NEW YORK, Feb. 18, 2016 /PRNewswire/ -- Daniel A. Pollack, Special Master presiding over settlement negotiations between the Republic of Argentina and its Bondholders, issued the following statement tonight:

I am pleased to report that the Republic of Argentina has reached an Agreement in Principle with Capital Markets Financial Services, one of the "me-too" Injunction Bondholders, for an amount in excess of \$110 million. This settlement is within the framework of the February 5 Proposal by the Republic of Argentina and is part of the \$6.5 billion estimated by Argentina as the cost of settling with the Injunction Bondholders. As with all other Agreements in Principle reached to date, it is subject to two conditions: first, approval of the settlement by the Argentine Congress, including the lifting of the Lock Law and the Sovereign Payment Law, and, second, the lifting of the Injunction by Judge Griesa. I will have no further statement about this development tonight.

SOURCE Daniel A. Pollack
