

STANFORD FINANCIAL GROUP RECEIVERSHIP

**STANFORD INTERNATIONAL BANK LIMITED (IN LIQUIDATION) ("SIB")
STANFORD TRUST COMPANY LIMITED (IN RECEIVERSHIP) ("STC")**

COOPERATION PROPOSAL

Nigel Hamilton-Smith and Peter Wastell, the Joint Liquidators of SIB and Joint Receiver-Managers of STC (the "Liquidators"), submit the following proposal in a continuing effort to reach some form of cooperation agreement with Ralph Janvey (the "US Receiver") to cease the continuing expenditure of funds by both parties seeking recognition and assets in various jurisdictions around the globe. As set forth in detail below, in recognition of the apparently intractable issues of aggregation of Stanford entities, clawbacks and which party handles distributions, the Liquidators propose that the parties agree on how to divide the non-U.S. assets and then, in essence, distribute their respective assets in their respective proceedings without interference from the other party.

Recognition and Division of Assets

The parties to agree on a division of assets and to cease all litigation in the various jurisdictions. The Liquidators propose that the assets in the UK, Switzerland and the Caribbean go to the Liquidators and that all assets located elsewhere (including the U.S., Canada and anywhere else assets may be located), as well as the private equity and other equity investments, go the U.S. Receiver. The parties agree to cooperate and assist the other party in obtaining the assets that have been agreed to go to that party. SIB investors would be informed that a cooperation agreement has been reached to avoid further litigation expenses and that they will receive distributions both out of Antigua and from the U.S.

Aggregation, Clawbacks and Non-Interference

Each party will distribute their respective assets in their respective proceedings without interference from the other party. If the U.S. Receiver wants to seek to aggregate his SIB assets with all other Stanford entity assets he obtains, he can seek to do so and the Liquidators agree not to oppose that request. Other than as may be necessary to obtain real property assets in the Caribbean or the SIB assets in the UK and Switzerland, the Liquidators agree not to pursue any claims (clawback or otherwise) on behalf of SIB or otherwise against (i) other Stanford entities, leaving any such claims or issues to the U.S. Receiver, or (ii) the assets the U.S. Receiver has obtained. The U.S. Receiver similarly agrees not to assert any claims (whether on behalf of other Stanford entities or otherwise) against SIB in the Antigua proceeding, against the Liquidators, or the assets the Liquidators have obtained. Other than as may be necessary to obtain real property assets in the Caribbean or the SIB assets in the UK and Switzerland, the Liquidators further agree not to pursue any clawback claims against any third parties, leaving all such clawback claims to the U.S. Receiver.

Information Sharing and Creditor Communications

The parties agree to share all information on details of assets that are to go to the other party. Press releases in relation to SIB will be released on a joint basis whenever possible. Information relating to clients/investors of SIB will be shared with the U.S. Receiver to the extent possible under Antiguan law. Without breaching the Antiguan confidentiality requirements, the

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Liquidators will keep the U.S. Receiver informed of the level of claims received, the amount accepted for proof as valid claims in the estate of SIB and the value of claims rejected. Although the U.S. Receiver would agree not to seek to preclude the Liquidators from making distributions generally, the U.S. Receiver would retain the right to seek to block distributions to particular clients/investors of SIB. Furthermore, the Liquidators would expect cooperation to ensure that where concerns arise on money laundering matters, appropriate sharing of information with the competent authorities is undertaken, which would include the Liquidators, the U.S. Receiver, the SEC, the Antigua Government and other regulators where SIB's assets and depositors are based.

Conditions Precedent

The cooperation agreement would be conditioned upon (i) approval of both the court in Antigua and the U.S. District Court and (ii) the Department of Justice agreeing to stand down to permit the Liquidators and the U.S. Receiver to obtain the assets as agreed-upon and implement their respective distributions.