UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11
MF GLOBAL HOLDINGS LTD., et al.,	:	Case No. 11-15059 (MG)
	:	(Jointly Administered)
Debtors.	:	

DECLARATION OF DARYA GEETTER IN SUPPORT OF DEBTOR'S MOTION FOR ORDER PURSUANT TO 11 U.S.C. §§ 362 AND 363 AND FED. R. BANKR. P. 9019 (A) GRANTING RELIEF FROM AUTOMATIC STAY AND (B) RATIFYING THE DEBTORS' ENTRY INTO THE SETTLEMENT AGREEMENT REGARDING THE PENDING CLASS ACTION LITIGATION AND AUTHORIZING THE DEBTORS TO PERFORM THE OBLIGATIONS AND OBTAIN THE BENEFITS THEREUNDER

I, Darya Geetter, declare as follows:

1. From January 2010 until November 2011, I was the Global Head of Litigation of MF Global. While employed in this capacity, I oversaw the settlement negotiations between the parties to the case captioned Michael Rubin v. MF Global Ltd., et al., Case No. 08 Civ. 2233 (VM), currently pending in the United States District Court (the "District Court") for the Southern District of New York (the "Action").

2. I submit this declaration in support of the Debtor's Motion (A) modifying the automatic stay to allow Holdings to proceed in the Action so as to participate in a settlement hearing on November 18, 2011 seeking final approval of a proposed settlement between the Lead Plaintiffs in the Action, on behalf of themselves individually, and as representative of a class of individuals similarly situated (collectively, the "Class") and the Debtors and others (the "Settlement Agreement") , and (B) ratifying Holdings' entry into the Settlement Agreement and

authorizing it to perform the obligations thereunder, with all relief conditioned upon (i) reimbursement, on or prior to the Effective Date of the Settlement Agreement, of Holdings for its previously funded $2,500,000 contribution into the Escrow Account under the Settlement Agreement and (ii) the releases provided to Holdings and its affiliates under the Settlement Agreement becoming binding and enforceable as provided in the Settlement Agreement (Docket No. 69). Capitalized terms used but not otherwise defined in this declaration have the meanings ascribed to them in the Motion.

A. The Action

3. Lead Plaintiffs[1] are the representatives of a conditionally certified class in the Action. The Action was filed on March 6, 2008 in the District Court and is currently pending. Five shareholder actions have been consolidated for all purposes into this single Action.

4. The Class consists of purchasers of MF Global stock between the date of the Initial Public Offering on or about July 19, 2007 through February 28, 2008. The Class seeks to hold the defendants liable under §§ 11, 12, and 15 of the Securities Act of 1933 for alleged misrepresentations and omissions related to their risk management and monitoring practices and procedures and seeks over $1.1 billion in damages in the Action.

5. On January 12, 2009, Defendants[2] filed motions to dismiss the September 2008 consolidated class action complaint. Following full briefing, on July 16, 2009, the Court dismissed all claims against the Settling Defendants and gave Lead Plaintiffs twenty days to

[1] The Lead Plaintiffs include the Iowa Public Employees' Retirement System, the Policemen's Annuity & Benefit Fund of Chicago, the Central States, Southeast and Southwest Areas Pension Fund, and the State-Boston Retirement System.

[2] The Defendants in the Action consist of MF Global Holdings Ltd. and certain of its current and former officers and directors, Man Group Plc, Man Group UK Ltd., and certain underwriters for the Initial Public Offering (collectively, "Defendants" or "Settling Defendants").

request leave to amend. Plaintiffs timely moved for leave to file their proposed amended complaint, but on September 11, 2009, the Court denied Lead Plaintiffs' motion and entered final judgment. Lead Plaintiffs appealed the Court's orders dismissing the September 2008 complaint and denying Lead Plaintiffs' motion for leave to amend. The parties fully briefed Lead Plaintiffs' appeal to the U.S. Court of Appeals for the Second Circuit and oral argument was held on July 15, 2010. On September 14, 2010, the Second Circuit affirmed in part and vacated in part the Court's rulings, and remanded the Litigation for proceedings consistent with its opinion.

6. In response to the Second Circuit's decision, Lead Plaintiffs requested, and on September 27, 2010, the Court granted their request to file, an amended complaint consistent with the Second Circuit's opinion, and Lead Plaintiffs filed the First Amended Consolidated Class Action Complaint (the "Complaint") on November 5, 2010.

7. Following the filing of the Complaint, the parties commenced settlement discussions. On December 15, 2010 and December 21, 2010, the parties and their representatives explored a potential negotiated resolution of the claims against the Settling Defendants in mediation sessions conducted by former United States District Judge Layn R. Phillips. Both mediation sessions were followed by extensive, ongoing discussions between Judge Phillips and the parties. This proposed Settlement was reached after the second mediation session, when the parties agreed to the mediator's recommendation concerning the terms of the Settlement.

8. Following the agreement in principle, the parties proceeded to negotiate the terms of a memorandum of understanding ("MOU"), which, among other things, provided for substantial discovery to be conducted before the parties would memorialize the Settlement in a formal agreement. The parties thereafter engaged in extensive discovery. Lead Plaintiffs

demanded and Settling Defendants produced 38,433 pages of documents, and Lead Plaintiffs conducted four sworn depositions of fact witnesses with knowledge relating to the Lead Plaintiffs' claims. Following this discovery, the parties completed negotiation of the Settlement Agreement.

9. In an order signed on August 12, 2011, the Honorable Victor Marrero, United States District Judge for the Southern District of New York, preliminarily approved the Settlement, conditionally certified the Class for the purposes of the Settlement only and set a hearing date of November 18, 2011 at 1:30 p.m. for final approval of the Settlement pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

10. Beginning on or around August 29, 2011, pursuant to the Preliminary Approval Order, Plaintiffs' Counsel caused notice of the Settlement to be mailed. As of the date of this submission, over 28,000 copies of the Notice have been mailed to potential Class Members. The Notice complied with the requirements of the PSLRA and set forth the proposed Plan of Allocation for the proceeds of the Settlement. The Notice also informed Class Members of their right to opt out or to file any objections to the Settlement provided that they were received by October 28, 2011. As of the date of this submission, no Class Member has objected to any aspect of the Settlement, the Plan of Allocation, or the fee and expense request.

11. By permitting the class action Settlement to be approved by the District Court on schedule, the relief requested in the Motion achieves a resolution of significant issues for the Debtors – specifically, the broad releases provided to the Debtors in the Settlement Agreement of the class action claims asserted in the Action – at no cost to the Debtors (including any claim against the Debtors' estates in connection with the reimbursement of Holdings' $2,500,000), and will result in Holdings being refunded promptly its previously deposited

$2,500,000 contribution under the Settlement Agreement. In the Debtors' business judgment, the proposed relief is in the best interest of the Debtors and its creditors.

B. The Proposed Resolution, Which Would Allow the Settlement to be Approved by the District Court, is in the Best Interests of the Debtors' Estates

12. As noted above, prior to the Petition Date, the parties engaged in extensive settlement discussions in an attempt to resolve the Action, and reached an agreement in principal on the terms of a settlement of the Action. Specifically, the parties agreed to settle the Action for $90 million, of which the Debtors were obligated to pay $2.5 million. On August 22, 2011, the Debtors deposited the $2.5 million that they are obligated to pay under the Settlement Agreement into the Escrow Account. The funds that have been deposited into the Escrow Account can only be used in satisfaction of Holdings' payment obligations pursuant to the terms of the Settlement Agreement. Under the terms of the Settlement Agreement, a portion of the $2.5 million is not subject to return under any circumstances to the extent it was utilized for the costs of notice to the Class.

13. As a result of the imposition of the automatic stay, the Settlement Hearing cannot proceed on November 18, 2011 absent relief from this Court. In light of the substantial efforts by the litigants in reaching the Settlement Agreement and substantial costs in noticing the Class with respect thereto, the Class and other litigants desire that the Settlement Hearing proceed. So as to allow the Settlement Hearing to proceed, Holdings will be reimbursed for the $2,500,000 that it funded into Escrow on August 22, 2011. The proposed resolution would lead to the Debtor receiving the same benefits it would have received under the Settlement Agreement, but now at no cost to the Debtors' estates (including any claim against the Debtors' estates in connection with the reimbursement of Holdings' $2,500,000). Therefore, the Debtors seek modification of the automatic stay to participate in the Settlement Hearing and to release

Holdings' funds currently held in Escrow, with all relief conditioned upon the reimbursement, on or prior to the Effective Date of the Settlement Agreement, of Holdings for its previously funded $2,500,000 contribution into the Escrow Account under the Settlement Agreement and upon the releases provided to Holdings and its affiliates under the Settlement Agreement becoming binding and enforceable as provided in the Settlement Agreement. The Debtors have determined in their business judgment that the proposed resolution is in the best interests of the Debtors' estates and their creditors.

14. If the automatic stay is not modified allowing (i) the final hearing to take place, (ii) the Settlement to be approved, (iii) a final judgment to be entered and (iv) the Effective Date to occur, significant costs will be incurred by the Debtors in dealing with the claims associated with the Action. If the Settlement Agreement is not approved, a complex securities class action will resume, and, while the associated claims by the plaintiffs against the Debtors would be stayed and the Class' claims in the Chapter 11 cases potentially subordinated under § 510 of the Bankruptcy Code, the Debtors believe that they would be required to expend extensive time and resources in responding to discovery requests, dealing with indemnification claims of all non-debtor defendants in the action, and litigating the priority of claims. Moreover, the Debtors' personnel and key executives would be meaningfully distracted by having to deal with aspects of the Action regardless of the automatic stay. Finally, the broad releases granted to the Debtors and the other entities indemnified by the Debtors would not be obtained, thus depriving the Debtor of the value thereof. The Debtors believe that the proposed resolution, which would be at no cost to the Debtors (including any claim against the Debtors' estates in connection with the reimbursement of Holdings' $2,500,000) and would actually allow the return

of the $2,500,000 to the Debtors' estates, is in the best interest of the Debtor's estates and their creditors.

15. The Debtors believe that approval of the proposed resolution is in their best interests and the best interests of their creditors because it resolves the Class' claims in the Action in the most cost effective manner reasonably available. It will now result in the return of the $2,500,000 to the Debtors' estates to fund that amount (without generating any claims against the Debtors with respect thereto) in order to allow the Settlement Agreement to be finally approved quickly and efficiently. If the Settlement Agreement is not approved, the Debtors do not believe that the Class would agree to a settlement upon better terms than those provided. Moreover, in addition to the risk of substantially larger exposure, the Debtors will incur significant costs related to pretrial discovery, massive indemnification claims, and in litigating the priority of claims and face the risk of judgment after trial substantially in excess of the settlement amount. Such a judgment at trial could also substantially exceed the total of other subordinated claims, thereby reducing any recovery that other subordinated creditors might receive.

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I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing statements are true and correct.

Executed on November 14, 2011 in New York, New York.

/s/ Darya Geetter

DARYA GEETTER