

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLORADO**

IN RE:	)	
	)	CASE No. 10-25805-MER
	)	
DB CAPITAL HOLDINGS, LLC	)	CHAPTER 11 (involuntary petition)
	)	
DEBTOR.	)	

---

**STIPULATION**

---

The Debtor in the above-captioned matter, DB Capital Holdings, LLC, by and through counsel, and WestLB AG (“WestLB”), as secured creditor, by and through counsel, hereby agree and stipulate to the following:

1. The Debtor filed its Motion for an Interim and Final Orders (I) Authoring [*sic*] the Debtor to Incur Postpetition Secured Superpriority Indebtedness Pursuant to [11 U.S.C. §§] 105(a), 362, 365(c)(1) and 364(c)(3), (II) to Modify the Automatic Stay and (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and 4001(c) (“DIP Financing Motion”) in the above-captioned matter (document #112) on December 17, 2010, and served notice of Objection deadline of January 7, 2011;
2. Attorneys for the Debtor have advised WestLB’s counsel that the Debtor will soon be either withdrawing the DIP Financing Motion or amending or otherwise modifying it;
3. In the event the DIP Financing Motion is withdrawn, the Objection deadline will be moot, and if the DIP Financing Motion is amended or otherwise modified, the Debtor agrees to re-notice the revised DIP Financing Motion establishing a new Objection deadline comporting with all applicable bankruptcy rules;
4. Regardless of whether the DIP Financing Motion is withdrawn, amended, or otherwise modified, the deadline for WestLB, the United States Trustee, or any other interested party to file an Objection to the DIP Financing Motion shall be enlarged to a date as set forth in a subsequent briefing schedule to be determined at the telephonic Status Conference set for 9:30 a.m. (MST) on January 12, 2011, or as this Court otherwise deems appropriate under the circumstances; and
5. WestLB does not waive, and expressly reserves, any rights it may have to file an Objection to the DIP Financing Motion or any amendment or modification thereto.

WHEREFORE, the foregoing parties agree to and request the Court's approval of the foregoing stipulation.

Dated: January 5, 2011.

By: /s/ Christopher D. Bryan  
Matthew C. Ferguson (# 25687)  
Christopher D. Bryan (#35522)  
GARFIELD & HECHT, P.C.  
601 East Hyman Avenue  
Aspen, CO 81611  
Telephone: (970) 925-1936  
Facsimile: (970) 925-3008  
Email: [ferguson@garfieldhecht.com](mailto:ferguson@garfieldhecht.com)  
[cbryan@garfieldhecht.com](mailto:cbryan@garfieldhecht.com)

*Local Counsel for WestLB AG*

Richard W. Havel, *pro hac vice*  
Ariella T. Simonds, *pro hac vice*  
SIDLEY AUSTIN LLP  
555 West 5<sup>th</sup> Street, Suite 4000  
Los Angeles, CA 90013  
Telephone: (213) 896-6000  
Facsimile: (213) 896-6600  
Email: [rhavel@sidley.com](mailto:rhavel@sidley.com)  
[asimonds@sidley.com](mailto:asimonds@sidley.com)

*Counsel for WestLB AG*

By: /s/ Robert Padjen  
Robert Padjen (No. 14678)  
LAUFER AND PADJEN LLC  
5290 DTC Parkway, Suite 150  
Englewood, Colorado 80111  
Telephone: (303) 830-3173  
Facsimile: (303) 830-3135

*Attorneys for the Debtor*

- and -

Heidi J. Sorvino, *pro hac vice*  
LEWIS BRISBOIS  
BISGAARD & SMITH, LLP  
77 Water Street, 21st Floor  
New York, NY 10005  
(212) 232-1300

*Attorneys for the Debtor*