

**WACHTELL, LIPTON, ROSEN & KATZ**

Harold S. Novikoff  
 Marc Wolinsky  
 Emil A. Kleinhaus  
 51 West 52<sup>nd</sup> Street  
 New York, New York 10019-6150  
 Telephone: (212) 403-1000  
 Facsimile: (212) 403-2000

**KELLEY DRYE & WARREN LLP**

John M. Callagy  
 Nicholas J. Panarella  
 Martin A. Krolewski  
 101 Park Avenue  
 New York, New York 10178  
 Telephone: (212) 808-7800  
 Facsimile: (212) 808-7897

Attorneys for Defendant JPMorgan Chase Bank, N.A.

**UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF NEW YORK**

In re:	:	Chapter 11 Case
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	Case No. 09-50026 (REG)
Debtors.	:	(Jointly Administered)
<hr/>		
MOTORS LIQUIDATION COMPANY AVOIDANCE ACTION TRUST, by and through the Wilmington Trust Company, solely in its capacity as Trust Administrator and Trustee,	:	Adversary Proceeding
Plaintiff,	:	Case No. 09-00504 (REG)
vs.	:	
JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent for various lenders party to the Term Loan Agreement described herein, <i>et al.</i> ,	:	
Defendants.	:	

**AMENDED ANSWER OF DEFENDANT  
JPMORGAN CHASE BANK, N.A.**

JPMorgan Chase Bank, N.A. (“JPMCB”), in its individual capacity and as  
 administrative agent (“Administrative Agent”) as defined in the Term Loan Agreement (as

hereinafter defined), for lenders under a term loan agreement, dated as of November 29, 2006 (as may be amended, restated, supplemented or otherwise revised from time to time, and together with all related agreements and documents, the “Term Loan Agreement”), by its undersigned attorneys, for its Amended Answer to the Amended Complaint dated May 20, 2015 (“Amended Complaint”) of the Motors Liquidation Company Avoidance Action Trust, by and through Wilmington Trust Company, solely in its capacity as the trust administrator and trustee (“Plaintiff”), answers as follows:<sup>1</sup>

1. States that the allegations of paragraph 1 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1 of the Amended Complaint.

2. States that the allegations of paragraph 2 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2 of the Amended Complaint.

3. States that the allegations of the first sentence of paragraph 3 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of the first sentence of paragraph 3 of the Amended Complaint. In accordance with Federal Rule of Bankruptcy Procedure 7012(b), to the extent that

---

<sup>1</sup> JPMCB does not answer this Amended Complaint on behalf of any other defendant named in the Amended Complaint or lender under the Term Loan Agreement.

a response is required to the allegations of the second sentence of paragraph 3 of the Amended Complaint, JPMCB admits that the claims for relief alleged in the Amended Complaint are statutorily “core” under 28 U.S.C. § 157(b).

4. States the allegations on paragraph 4 of the Amended Complaint do not contain any allegations against JPMCB making a responsive pleading unnecessary. To the extent a response is required, in accordance with Local Bankruptcy Rule 7012-1, JPMCB further states that it does not consent to the entry of final orders or judgment by the Bankruptcy Court if it is determined that the Bankruptcy Court does not have jurisdiction to enter a final judgment or order consistent with Article III of the United States Constitution.

5. States that the allegations of paragraph 5 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5 of the Amended Complaint.

6. Admits that Motors Liquidation Company f/k/a General Motors Corporation and certain of its subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) on June 1, 2009 (the “Petition Date”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

7. Admits the allegations of Paragraph 7 of the Amended Complaint.

8. States that the allegations of paragraph 8 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a

response is required, JPMCB denies the allegations of paragraph 8 of the Amended Complaint, except admits that the *Final Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004(A) Approving a DIP Credit Facility and Authorizing the Debtors to Obtain Post-Petition Financing Pursuant Thereto, (B) Granting Related Liens and Super-Priority Status, (C) Authorizing the Use of Cash Collateral and (D) Granting Adequate Protection to Certain Pre-Petition Secured Parties* dated June 25, 2009 (the “DIP Order”) provides the Official Committee of Unsecured Creditors of Motors Liquidation Company f/k/a General Motors Corporation (the “Committee”) with certain limited rights “with respect only to the perfection of first priority liens of the Prepetition Senior Facilities Secured Parties [as defined in the DIP Order]” and refers to the DIP Order for the terms set forth therein.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 9 of the Amended Complaint, except admits that counsel for the Committee asked counsel to JPMCB for a list of lenders that received certain payments under the Term Loan Agreement.

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 10 of the Amended Complaint, except admits that counsel for the Plaintiff asked counsel to JPMCB for a list identifying the names and addresses of all entities that received certain payments under the Term Loan Agreement.

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11 of the Amended Complaint.

12. States that the allegations of paragraph 12 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies the allegations of paragraph 12 of the Amended Complaint, except admits that the Court entered an order (the “Confirmation Order”) confirming the *Debtors’ Second Amended Joint Chapter 11 Plan* (the “Plan”) and refers to the Plan for the terms set forth therein.

13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 13 of the Amended Complaint.

14. States that the allegations of paragraph 14 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies the allegations of paragraph 14 of the Amended Complaint and refers to the DIP Order, the Confirmation Order, the Plan and the Trust Agreement for the terms set forth therein.

15. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Advent Global Opportunity Master Fund.

16. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Aegon/Transamerica Series Trust MFS Highyield. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 16 of the Amended Complaint.

17. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Alticor Incorporated.

18. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named American International Group Incorporated.

19. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named APG Fixed Income Credits Pool.

20. Denies the allegations of paragraph 20 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Stichting Pensionfonds ABP.

21. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named AR Mountain Range LLC.

22. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Arch Reinsurance Ltd.

23. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ares IIIR IVR CLO Ltd.

24. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ares VR CLO Ltd.

25. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ares VIR CLO Ltd.

26. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ares VIII CLO Ltd.

27. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ares IX CLO Ltd.

28. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ares XI CLO Ltd.

29. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ares Enhanced Cr Opp Fd Ltd.

30. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ares Enhanced LN INV III Ltd.

31. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ares LN INV IR.

32. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Arnhold-Houston Police Officers' Pension System.

33. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Arrowgrass Master Fund Ltd.

34. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Atrium IV.

35. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Atrium V.

36. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Avenue CLO V Ltd.

37. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Avery Point CLO Limited.

38. Denies the allegations of paragraph 38 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Fidelity Ballyrock CLO II Ltd.

39. Denies the allegations of paragraph 39 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Fidelity Ballyrock CLO III Ltd.

40. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ballyrock CLO 2006-1 Ltd.

41. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ballyrock CLO 2006-2 Ltd.

42. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Baltic Funding LLC.

43. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Bank of America N.A.



44. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Barclays Bank PLC.

45. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BBT Fund LP.

46. Denies the allegations of paragraph 46 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Logan Circle - Bechtel Corpora.

47. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Big Sky III Senior Loan Trust.

48. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Bismarck CBNA Loan Funding LLC.

49. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Black Diamond CLO 2005-1 Ltd.

50. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Black Diamond CLO 2005-2 Ltd.

51. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Black Diamond CLO 2006-1 Cayman Ltd.

52. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Black Diamond International Funding Ltd.

53. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Black Diamond Offshore Ltd.

54. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock California State Teachers' Retirement System.

55. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock Corporate High Yield Fund VI Inc. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 55 of the Amended Complaint.

56. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock Corporate High Yield Fund III, Inc. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 56 of the Amended Complaint.

57. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock Corporate High Yield Fund V, Inc. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 57 of the Amended Complaint.

58. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to entities named: (1) BlackRock High Yield Trust, (2) BlackRock Corporate High Yield Fund III Inc., and (3) BlackRock High Yield Fund V, Inc. Denies

knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 58 of the Amended Complaint.

59. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to entities named: (1) BlackRock Senior High Income Fund Inc., and (2) BlackRock Strategic Bond Trust. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 59 of the Amended Complaint.

60. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Blackrock Diversified Income Strategies Fund Inc.

61. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock Employees' Retirement Fund of the City of Dallas.

62. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Blackrock Floating Rate Income Strategies Fund Inc.

63. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to entities named: (1) BlackRock Funds High Yield Bond Portfolio, (2) BlackRock High Income Fund of BlackRockbond Fund Inc., and (3) BlackRock Managed Account Series High Income Portfolio. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 63 of the Amended Complaint.

64. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Blackrock Funds High Yield Bond Portfolio. Denies

knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 64 of the Amended Complaint.

65. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Blackrock Global Investment Series: Income Strategies Portfolio.

66. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Blackrock GSAM Goldman Core Plus Fixed Income Fund.

67. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock High Income Fund of BlackRockbond Fund Inc. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 67 of the Amended Complaint.

68. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Blackrock High Income Shares.

69. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Blackrock High Yield Trust. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 69 of the Amended Complaint.

70. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Blackrock-Lockheed Martin Corp Master Retirement Trust.

71. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock Managed Account Series High Income Portfolio. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 71 of the Amended Complaint.

72. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Blackrock Met Investors Series Trust High Yield Portfolio.

73. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock Multi Strategy Sub-Trust C.

74. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock Senior High Income Fund Inc. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 74 of the Amended Complaint.

75. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock Senior Income Series II.

76. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock Senior Income Series IV.

77. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named BlackRock Strategic Bond Trust. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 77 of the Amended Complaint.

78. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Celfin Capital S.A. Adm. General de Fondos para Ultra Fondo de Inversion. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 78 of the Amended Complaint.

79. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named CAI Distressed Debt Opportunity Master Fund, Ltd.

80. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named California Teachers' Retirement System.

81. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Canadian Imperial Bank of Commerce.

82. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Canyon Capital CDO 2002-1 Ltd.

83. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Cap Fund LP.

84. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Capital Research-American High Income Trust.

85. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Carbonado LLC.

86. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Carlyle High Yield Par IX Ltd.

87. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Carlyle High Yield Partners 2008-1, Ltd.

88. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Castle Garden Funding.

89. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Caterpillar Incorporated Master Pension Trust.

90. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named CCP Credit Acquisition Holding.

91. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Celfin Capital S.A. Adm. General de Fondos para Ultra Fondo de Inversion. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 91 of the Amended Complaint.

92. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Chatham Light II CLO Limited.

93. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree-Daimler Chrysler Corporation Master Retirement Trust. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 93 of the Amended Complaint.

94. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Citibank N.A.

95. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Citigroup Financial Products Inc.

96. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named City of Milwaukee Employees Retirement System.

97. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named City of Milwaukee Retirement System.

98. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named City of Oakland Police & Fire Retirement System.

99. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Classic Cayman B D Ltd.

100. Denies the allegations of paragraph 100 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Cuna Mutual Ins. Society. Denies knowledge or information



sufficient to form a belief as to the truth of the remaining allegations of paragraph 100 of the Amended Complaint.

101. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Coca Cola Co Ret & MSTR TR.

102. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Continental Casualty Company.

103. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Credit Suisse Loan Funding LLC.

104. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Credit Suisse Syndicated Loan Fund.

105. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named TCW Senior Secured Floating Rate Loan Fund LLP, v

106. Denies the allegations of paragraph 106 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Cuna Mutual Ins. Society. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 106 of the Amended Complaint.

107. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Cypress Tree International Loan Holding Company.

108. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named DDJ – JC Penny Pension Plan Trust.

109. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Multi-Style, Multi-Manager Funds PLC – Global Strategic Yield Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 109 of the Amended Complaint.

110. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named DDJ – Stichting Pensioenfonds Hoogovens.

111. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named DDJ Cap – Caterpillar Master Retirement Trust.

112. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named DDJ Cap MGMT – Stichting Bewaarder Interpolis Pensioenen.

113. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named DDJ Capital Mgt Group Tr.

114. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named DDJ High Yield Fund.

115. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware-SEI Institutional Investment Trust-High Yield Bond Fund.

116. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware-SEI Institutional Managed Trust-High Yield Bond Fund.

117. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Debello Investors LLC.

118. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Delchester Fund.

119. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Diversified Income Fund.

120. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Diversified Income Trust.

121. Denies the allegations of paragraph 121 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Delaware Enhanced Global Divid. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 121 of the Amended Complaint.

122. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Extended Duration Bond Fund.

123. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Group Equity V Inc. Dividend Income Fund.

124. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Group Government Fund Core Plus Fund.

125. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Group Inc Fund Inc. Corporate Bond Fund.

126. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Group Income Funds – Delaware High Yield Opportunities Fund.

127. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Investments Dividend & Income Fund Inc.

128. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Enhanced Global Dividend and Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 128 of the Amended Complaint.

129. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware – LVIP Delaware Bond Fund.

130. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Optimum Fixed Income Fund.

131. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Pooled Trust-Core Plus Fixed Income Portfolio.

132. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware Pooled Trust - High Yield Bond Portfolio.

133. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware PSEG Nuclear LLC Master Decommissioning Trust.

134. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware-SEI Institutional Investment Trust-High Yield Bond Fund.

135. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware-SEI Institutional Managed Trust-High Yield Bond Fund.

136. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware VIP Trust Diversified Income Series.

137. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Delaware VIP Trust High Yield Series.

138. Denies the allegations of paragraph 138 of the Amended Complaint.

JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Deutsche Bank AG Cayman Island.

139. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Deutsche Bank AG Cayman Islands Branch.

140. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Diamond Springs Trading LLC.

141. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Double Black Diamond Offshore Ltd.

142. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance CDO VIII Ltd.

143. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance CDO IX Ltd.

144. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance CDO X PLC.

145. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Floating Rate Income Trust.

146. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Grayson & Co.

147. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Institutional Senior Loan Fund.

148. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Medallion Floating Rate Income Portfolio. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 148 of the Amended Complaint.

149. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Limited Duration Income Fund.

150. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Loan Opportunities Fund Ltd.

151. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Medallion Floating Rate Income Portfolio. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 151 of the Amended Complaint.

152. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Senior Debt Portfolio.

153. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Senior Floating Rate Trust.

154. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Senior Income Trust.

155. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Short Duration Diversified Income Fund.

156. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Eaton Vance Variable Trust Floating Rate Income Fund.

157. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Employees Retirement Fund of the City of Dallas.

158. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Employers Insurance Company of WAUSAU.

159. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen Core Plus Bond Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 159 of the Amended Complaint.

160. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen High Income Fund.

161. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen High Yield Bond Trust.

162. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen Income Advantage Fund. Denies



knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 162 of the Amended Complaint.

163. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen Multi Sector Income Fund formerly known as Evergreen Managed Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 163 of the Amended Complaint.

164. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen Utilities & High Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 164 of the Amended Complaint.

165. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen VA High Income Fund.

166. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fairview Funding LLC.

167. Denies the allegations of paragraph 167 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named PIMCO Fairway Loan Funding Co.

168. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Advisor Series I-Advisor Floating Rate High Income Fund.

169. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Advisor Series I-Advisor High Income Advantage Fund.

170. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Advisor Series I-Fidelity Advisor High Income Fund.

171. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Advisor Series II-Advisor Strategic Income Fund.

172. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity American High Yield Fund.

173. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity – Arizona State Retirement System.

174. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Ballyrock CLO II.

175. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Ballyrock CLO III.

176. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Canadian Assett All.

177. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Cen Inv-Hi Inc PF I.

178. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Central Investment Portfolios LLC Fidelity Floating Rate.

179. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Central Investment Portfolios LLC Fidelity High Income Central Fund 2.

180. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Illinois Muni Ret Fd.

181. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Income Fund – Fidelity Total Bond Fund.

182. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Puritan Trust – Puritan Fund.

183. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity School Street Trust-Strategic Income Fund.

184. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Summer Street Trust-Capital & Income Fund.

185. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Summer Street Trust-High Income Fund.

186. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity TR-IG Invst Mgmt Ltd.

187. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity Variable Insurance Products V Strategic Income Portfolio.

188. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fidelity VIP FD Hi Inc PF.

189. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named First Trust/Four Corners Senior Floating Rate Income Fund.

190. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named First Four Corners Senior Floating Rate Income Fund II.

191. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Foothill CLO I Ltd.

192. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Foothill Group Inc.

193. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fortress Credit Investments I Ltd.

194. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Fortress Credit Investments II Ltd.

195. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Four Corners CLO II Ltd.

196. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Four Corners CLO III Ltd.

197. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named General Electric Capital Corporation.

198. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named General Electric Pension Trust.

199. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Genesis CLO 2007-1 Ltd.

200. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Genesis CLO 2007-2 Ltd.

201. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Global Investment Grade Credit Fund.

202. Denies the allegations of paragraph 202 of the Amended Complaint.

JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Lehman GMAM Inv Fds Tr.

203. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Golden Knight II CLO Ltd.

204. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Goldentree Loan Opportunities III, Limited.

205. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Goldentree Loan Opportunities IV Limited.

206. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Goldman Sachs – ABS Loans 2007 Ltd.

207. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Goldman Sachs Lending Partners LLC.

208. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named GPC 69 LLC.

209. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Gracie Credit Opportunities Master Fund LP.

210. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Grand Central Asset TR SIL.

211. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Grand Central Asset Trust Wam Series.

212. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Grayson & Co.

213. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Guggenheim Portfolio Company X LLC.

214. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Gulf Stream Compass CLO 2003-1 Ltd.

215. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Gulf Stream-Compass CLO 2007 Ltd.

216. Denies the allegations of paragraph 216 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Gulf Stream – Sextant CLO 2007.

217. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Harch CLO II Ltd.

218. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Harch CLO III Ltd.

219. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Health Care Foundation of Greater Kansas City.

220. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Hewitt's Island CLO IV.

221. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Hewitt's Island CLO V Ltd.

222. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Hewitt's Island CLO VI Ltd.

223. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Hewlett-Packard Company.

224. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named HFR RVA Opal Master Trust.

225. Denies the allegations of paragraph 225 of the Amended Complaint.

226. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Highland Credit Opportunities CDO Ltd.

227. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Highland Floating Rate Fund.

228. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Highland – Pac Sel FD FLTG Rt Ln.

229. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Himco Fltg RT FD.



230. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Illinois Municipal Retirement Fund.

231. Denies the allegations of paragraph 231 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Reams – Indiana University.

232. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Iowa Public Employees Retirement System.

233. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ivy Fund Inc.-High Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 233 of the Amended Complaint.

234. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ivy Fund Inc.-High Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 234 of the Amended Complaint.

235. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Janus Floating Rate Hi.

236. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Jasper Funding.

237. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Jersey Street CLO Ltd.

238. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named J.P. Morgan Whitefriars Inc.

239. Denies the allegations of paragraph 239 of the Amended Complaint. JPMCB avers that after the entry of the DIP Order, the Debtors transferred an amount to JPMCB, as Administrative Agent, and that JPMCB, as Administrative Agent, distributed such amount to lenders under the Term Loan Agreement pursuant to the DIP Order, and refers to the DIP Order for the terms set forth therein.

240. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to JPMCB – Secondary Loan & Distressed Credit Trading.

241. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Katonah 2007-I CLO Ltd.

242. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Katonah III Ltd.

243. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Katonah IV Ltd.

244. Denies the allegations of paragraph 244 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Reams Kraft Foods Gbl Inc.

245. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Kynikos Opportunity Fund II LP.

246. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Kynikos Opportunity Fund International Ltd.

247. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Kynikos Opportunity Fund LP.

248. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named L3-Lincoln Variable Insurance Products Trust – Managed Fund.

249. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named WAMCO 2357 – Legg Mason Partners Capital & Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 249 of the Amended Complaint.

250. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Lehman Brothers First Trust Income Opportunity Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 250 of the Amended Complaint.

251. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Lehman GMAM Investment Funds Trust.

252. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Lehman-Neuberger Berman-High Income Bond Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 252 of the Amended Complaint.

253. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Lehman Principal Investors Fund, Inc. – High Yield Fund.

254. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Lincoln National Life Insurance Company Separate Account 12.

255. Denies the allegations of paragraph 255 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Lincoln Natl Life SA20.

256. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Loan Funding XI LLC.

257. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan – Raytheon MPT – Floating Rate.

258. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan – Raytheon MPT –Mid Grade Portfolio.

259. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle – Alameda Contra Costa Transit Retirement System.

260. Denies the allegations of paragraph 260 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Allina Health S.

261. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle – Allina Health System Trust.

262. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle – Bechtel Corporation.

263. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle Freddie Mac Foundation Inc.

264. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle – Liberty Mutual Employee Thrift Incentive Plan.

265. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle Peoples Energy Corporation Pension Trust.

266. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle – Public Service E.

267. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle – Russell Inst Funds LLC – Russell Core Bond Fund.

268. Denies the allegations of paragraph 268 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Logan Circle – RIC PLC.

269. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle – Russell Multi-Managed Bond Fund.

270. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle – Russell Strategic Bond Fund.

271. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle – Sunoco Inc Master Retirement Trust.

272. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Logan Circle Wisconsin Public Service Corporation Pension Trust.

273. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Longlane Master TR IV.

274. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Lord Abbett & Co-Teachers Re.

275. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Lord Abbett Inv Trst-LA Hi Yld.

276. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Lord Abbett Investment Trust – Lord Abbett Floating Rate Fund.

277. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Louisiana Carpenters Regional Council Pension Trust Fund.

278. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MacKay 1028-Arkansas Public Employee Retirement.

279. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MacKay 8067 – Fire and Police Employee Retirement System of the City of Baltimore.

280. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MacKay-Houston Police Officers Pension System.

281. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named New York Life Insurance Company (Guaranteed Products).

282. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MacKay Shields Core Plus Alpha Fund Ltd.

283. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MacKay Short Duration Alpha Fund.

284. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Madison Park Funding I Ltd.

285. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Madison Park Funding II Ltd.

286. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Madison Park Funding III Ltd.

287. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Madison Park Funding IV Ltd.

288. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Madison Park Funding V Ltd.

289. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Madison Park Funding VI Ltd.

290. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Marathon CLO I Ltd.

291. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Marathon CLO II Ltd.



292. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Marathon Financing I B.

293. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Mariner LDC.

294. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Marlborough Street CLO Ltd.

295. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Mason Capital LP.

296. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Mason Capital Ltd.

297. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Mayport CLO Ltd.

298. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named McDonnell Illinois State Board of Investment.

299. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Meritage Fund Ltd.

300. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Merrill Lynch Capital Services Inc.

301. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Metropolitan West High Yield Bond Fund.

302. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Charter Income Trust.

303. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS – DIF – Diversified Income Fun.

304. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Diversified Income Fund.

305. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Diversified Income – Series Trust XIII.

306. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Floating Rate High Income Fund.

307. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Floating Rate Income Fund.

308. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Series Trust III High Yield Opportunities Fund.

Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 308 of the Amended Complaint.

309. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Variable Insurance Trust MFS High Income Series. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 309 of the Amended Complaint.

310. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS – High Yield Variable Account.

311. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Intermarket Income Trust I.

312. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Intermediate High Income Fund.

313. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Multimarket Income Trust.

314. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Series Trust X Floating Rate High Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 314 of the Amended Complaint.

315. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Series Trust III High Yield Opportunities Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 315 of the Amended Complaint.

316. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Series Trust VIII Strategic Income Fund.

317. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Series Trust X Floating Rate High Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 317 of the Amended Complaint.

318. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Special Value Trust.

319. Denies the allegations of paragraph 319 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named MFS Var Ins Tr – MFS Strtgc Inc. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 319 of the Amended Complaint.

320. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Variable Insurance Trust – MFS Strategic Income Series VWG. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 320 of the Amended Complaint.

321. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Variable Insurance Trust II High Yield Portfolio.

322. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Variable Insurance Trust II Strategic Income Portfolio.

323. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named MFS Variable Insurance Trust MFS High Income Series. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 323 of the Amended Complaint.

324. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Microsoft Global Finance Ltd.

325. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Missouri State Employees Retirement System.

326. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Momentum Capital Fund Ltd.

327. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Montana Board of Investments.

328. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Morgan Stanley Senior Funding Inc.

329. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Mt. Wilson CLO Ltd.

330. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Mt. Wilson CLO II Ltd.

331. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Muzinich and Co. Ireland Ltd. for the Account of Extra Yield S Loan Fund.

332. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Nash Point CLO.

333. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named National City Bank.

334. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Lehman Brothers First Trust Income Opportunity Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 334 of the Amended Complaint.

335. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Lehman-Neuberger Berman-High Income Bond Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 335 of the Amended Complaint.

336. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Neuberger Berman Income Opportunity Fund. Denies

knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 336 of the Amended Complaint.

337. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named New York Life Insurance Company Guaranteed Products.

338. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named New York Life Insurance Company (Guaranteed Products).

339. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named New York Life Insurance Company GP-Portable Alpha.

340. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oak Hill Cr Opp Fin Ltd.

341. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oak Hill Credit Opportunities Master Fund, Ltd.

342. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oak Hill Credit Partners II Limited.

343. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oak Hill Credit Partners III Limited.

344. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oak Hill Credit Partners IV Limited.

345. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oak Hill Credit Partners V Limited.

346. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree-Bill & Melinda Gates Foundation Trust.

347. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree Capital Management – Central States SE and SW Area Pens Plan.

348. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree Capital Management High Yield Trust.

349. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree-DaimlerChrysler Corporation Master Retirement Trust. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 349 of the Amended Complaint.

350. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree – Employees Retirement Fund of the City of Dallas.

351. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree – General Board of Pension & Health



Benefits of the UN Methodist Church Inc. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 351 of the Amended Complaint.

352. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree – High Yield LP.

353. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree – High Yield Fund II, LP.

354. Denies the allegations of paragraph 354 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Oaktree – High Yield Fd II LP.

355. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree – International Paper Co. Commingled Investment Group Trust.

356. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree Loan Fund, LP.

357. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree Loan Fund 2X (Cayman), LP.

358. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree – Pacific Gas & Electric Post Ret Med Trust for Non-Mgt Emp & Retirees.

359. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree – San Diego County Employees Retirement Association.

360. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree Senior Loan Fund, LP.

361. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree-TMCT LCC.

362. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named OCM-IBM Personal Pension Plan.

363. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named OCM-Pacific Gas & Electric Company Retirement Plan Master Trust.

364. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named OCM-The State Teachers Retirement System of Ohio.

365. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named OCM-WM Pool High Yield Fixed Interest Trust.

366. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Octagon Investment Partners XI Ltd.

367. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oesterreichische Volksbanken AG.

368. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named OHA Cap Sol Fin Ofshore Ltd.

369. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named OHA Cap Sol Fin Onshore Ltd.

370. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named OHA Park Avenue CLO I Ltd.

371. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Ohio Police & Fire Pension Fund.

372. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named OHSF Financing Ltd.

373. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named OHSF II Financing Ltd.

374. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named ONEX Debt Opportunity FS Ltd.

375. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named OW Funding Ltd.

376. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pension Inv Committee of GM for GM Employees Domestic Group Pension Trust.

377. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Phoenix Edge Series Fund Phoenix Multi Sector Short Term Bond Series.

378. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Phoenix Edge SRS-Multi-Sector Fixed Income Series.

379. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco1464-Freescale Semiconductor Inc. Retirement Savings.

380. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco1641-Sierra Pacific Resources Defined Ben Mstr Tr.

381. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco2244-Virginia Retirement System.

382. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco2496 – Fltg Rt Ivnc FD.

383. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco2497 – Ftg Rt Strt FD.

384. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco2603-Red River HYPI LP.

385. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco3813 – Pimco Cayman Bank Loan Fund.

386. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco400 – Stocks Plus Sub Fund B LLC.

387. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco6819 Portola CLO Ltd.

388. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco700 – FD TOT RTN FD.

389. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco706 – Private High Yield Portfolio.

390. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco Fairway Loan Funding Company.

391. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pimco – St. Luke Episcopal Health System Foundation.

392. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Plumbers & Pipefitters National Pension Fund.

393. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named PNC Financial Services Group, Inc.

394. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Portola CLO Ltd.

395. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Primus CLO I Ltd.

396. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Primus CLO II Ltd.

397. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Princeton Rosedale CLO II Ltd.

398. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Putnam 29X-Funds Trust Floating Rate Income Fund.

399. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pyramis Floating Rate High Income Commingled Pool.

400. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pyramis Hi Yld BD Comngl Pool.

401. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Pyramis High Yield Fund LLC.

402. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named R3 Capital Partners Master LP.

403. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Race Point II CLO.

404. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Race Point III CLO.

405. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Race Point IV CLO Ltd.

406. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Raytheon MPT – Logan Floating Rate Portfolio.

407. Denies the allegations of paragraph 407 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named WAMCO 3131 – Raytheon Master Pen.

408. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named RBC Dexia Investor Services Trust as Trustee for GM Canada Foreign Trust.

409. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Agility Global Fixed Income Master Fund LP.

410. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – American President Lines Ltd.

411. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Baltimore County Retirement.

412. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Bill & Melinda Gates Foundation.

413. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Bill & Melinda Gates Foundation Trust.

414. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Board of Fire & Police Pension Commissioners of the City of Los Angeles.

415. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Board of Pen Presbyterian Church.

416. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Building Trades United Pension Trust.

417. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Carpenters Pension Fund of Illinois Pension.



418. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Carpenters Pension Fund of Illinois Pension Plan.

419. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Chicago Park District.

420. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Children’s Hospital Fund.

421. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Children’s Hospital of Philadelphia.

422. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams City of Milwaukee Retirement System.

423. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams City of Montgomery Alabama Employee’s Retirement System.

424. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams City of Montgomery Retirement System.

425. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams City of Oakland Police.

426. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Columbus Extended Market Fund LLC. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 426 of the Amended Complaint.

427. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Connecticut General Life Insurance Company.

428. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Cummins Inc. & Affiliates Collective Investment Trust.

429. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Duchossois Ind Inc.

430. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Eighth District Electrical Pension Fund.

431. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Emerson Electric.

432. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Emerson Electric Company Retirement Master Trust.

433. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Employees’ Retirement System of the City of Milwaukee.

434. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Employees’ Retirement System of Baltimore County.

435. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Frontegra Columbus Core Plus Fund.

436. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Goldman Core Plus Fixed.

437. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Halliburton Company.

438. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Haliburton Company Employee Master Trust.

439. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Health Care Foundation of Greater Kansas City.

440. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams ILWU/PMA.

441. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – ILWU/PMA Pension Plan.

442. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Indiana State Police.

443. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Indiana State Police Pension Fund.

444. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Indiana State Police Pension Trust.

445. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Indiana State Teachers Retirement Fund.

446. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Indiana University.

447. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Inter Local Pension Fund of the Graphic Comm. International Brotherhood of Teamsters.

448. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Kraft Foods Global Inc.

449. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Kraft Foods Master Retirement Trust.

450. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – LA Fire & Police.

451. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – LabCorp Cash Balance Retirement Fund.

452. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Laboratory Corp. of America Holdings.

453. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Louisiana Carpenters Regional Council Pension Trust Fund.

454. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Master Trust Pursuant to the Retirement Plans of APL Ltd. & Subsidiaries.

455. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Montana Board of Investments.

456. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Municipal Employee Retirement System of Michigan.

457. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Parkview Memorial Health.

458. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Prudential Retirement Insurance & Annuity Company.

459. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Reichold, Inc.

460. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Retirement Board of the Park Employees Annuity & Benefit Fund.

461. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Rotary International Foundation.

462. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – San Diego Foundation.

463. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Santa Barbara County.

464. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Santa Barbara County Employees' Retirement System.

465. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Seattle City Employee's Retirement System.

466. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Sonomo County Employees Retirement Association.

467. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – St Indiana Major Moves.

468. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – St. Luke Episcopal Health System Foundation.

469. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – State of Indiana Major Moves Construction Fund.

470. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – The Mather Foundation Core Plus.

471. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – The Rotary Foundation.

472. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Trustees of Indiana University.

473. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Trustees of Purdue University.

474. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Columbus Extended Market Fund LLC. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 474 of the Amended Complaint.

475. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – University of Kentucky.

476. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams – Ventura County Employees' Retirement Association.

477. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Reams Reichold.

478. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named RGA Reinsurance Company.

479. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Multi-Style, Multi-Manager Funds PLC – Global Strategic Yield Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 479 of the Amended Complaint.

480. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Russell Strategic Bond Fund.



481. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Sanford Bernstein II Interim DU.

482. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Sanford C. Bernstein Fund Inc. – Intermediate Duration Portfolio.

483. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Sankaty High Yield Partners III LP.

484. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Santa Barbara County.

485. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Seattle Employees' Retirement System.

486. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Secondary Loan and Distressed.

487. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Security Investors-Security Income Fund-High Yield Series.

488. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named SEI Institutional Managed Trust's Core Fixed Income.

489. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Senior Income Trust.

490. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named SF-3 Segregated Portfolio.

491. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named SFR Ltd.

492. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Shinnecock CLO II Ltd.

493. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Silverado CLO 2006-I Ltd.

494. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Solus Core Opportunities Master Fund Ltd.

495. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Spiret IV Loan Trust 2003 B.

496. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named SRI Fund LP.

497. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named SSS Funding II, LLC.

498. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named State of Connecticut.

499. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named State of Indiana Major Moves.

500. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Stichting Bedrijfstakpensioenfondsvoor De Metalektro. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 500 of the Amended Complaint.

501. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Stichting Depository APG Fixed Income Credits Pool.

502. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Stichting Pensioenfondsvoor ABP.

503. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Stichting Bedrijfstakpensioenfondsvoor De Metalektro. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 503 of the Amended Complaint.

504. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Stichting Pensionfondsvoor ME.

505. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Stoney Lane Funding I Ltd.

506. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Taconic Capital Partners 1 5 LP.

507. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Taconic Market Dislocation Fund II LP.

508. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Taconic Market Dislocation Master Fund II LP.

509. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Taconic Opportunity Fund LP.

510. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Talon Total Return Partners LP. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 510 of the Amended Complaint.

511. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Talon Total Return QP Partners LP. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 511 of the Amended Complaint.

512. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named TCW High Income Partners Ltd.

513. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named TCW Illinois State Board of Investment.

514. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named TCW-Park Avenue Loan Trust.

515. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Crescent Senior Secured Floating Rate Loan Fund, LLC. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 515 of the Amended Complaint.

516. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named TCW Senior Secured Loan Fund LP.

517. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named TCW Velocity CLO.

518. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Teachers' Retirement System of the State of Illinois.

519. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Texas County & District Ret System.

520. Denies the allegations of paragraph 520 of the Amended Complaint. JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Coca-Cola Co Ret & Mstr Trust.

521. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named The Children's Hospital Foundation.

522. Denies the allegations of paragraph 522 of the Amended Complaint.

JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Reams – Duchossois Ind. Inc.

523. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named The Galaxy Master Unit Trust.

524. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named The Hartford Mutual Funds, Inc – The Hartford Floating Rate Fund.

525. Denies the allegations of paragraph 525 of the Amended Complaint.

JPMCB avers that JPMCB, as Administrative Agent sent a transfer under the Term Loan Agreement to an entity named Reams – The Mather Foundation.

526. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named The Royal Bank of Scotland PLC New York Branch.

527. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Thrivent Financial for Lutheran.

528. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Thrivent High Yield Fund.

529. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Thrivent High Yield Portfolio.

530. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Thrivent Income Fund.

531. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Thrivent Series Fund, Inc. – Income Portfolio.

532. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named TMCT II LLC.

533. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Aegon/Transamerica Series Trust MFS Highyield. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 533 of the Amended Complaint.

534. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Trilogy Portfolio Company LLC.

535. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named TRS SVCO LLC.

536. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Talon Total Return Partners LP. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 536 of the Amended Complaint.

537. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Talon Total Return QP Partners LP. Denies

knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 537 of the Amended Complaint.

538. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Oaktree – General Board of Pension & Health Benefit of the UN Methodist Church. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 538 of the Amended Complaint.

539. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Velocity CLO Ltd.

540. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Virtus Multi Sector Fixed Income Fund.

541. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Virtus Multisector Short Term Bond Fund.

542. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Virtus Senior Floating Rate Fund.

543. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Vitesse CLO Ltd.

544. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Vulcan Ventures Inc.



545. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named WAMCO 176 – Virginia Supplemental Retirement System.

546. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named WAMCO 2357 – Legg Mason Partners Capital & Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 546 of the Amended Complaint.

547. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named WAMCO 3023-Virginia Retirement Systems Bank Loan Portfolio.

548. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named WAMCO 3073-John Hancock Trust Floating Rate Income Trust.

549. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named WAMCO 3074-John Hancock Fund II-Floating Rate Income Fund.

550. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wamco-3131-Raytheon Master Pension Master Trust.

551. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Mt. Wilson CLO Ltd.

552. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named WAMCO Western Asset Floating Rate High Income Fund LLC.

553. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wells – 13702900.

554. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wells – 14945000.

555. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wells and Company Master Pension Trust: DBA Wells Capital Management - 12222133.

556. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wells Cap Mgmt – 13923601.

557. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wells Capital Management 16017000.

558. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wells Capital Management 16959700.

559. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wells Capital Management 16959701.

560. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wells Capital Management 18866500.

561. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen Core Plus Bond Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 561 of the Amended Complaint.

562. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen Income Advantage Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 562 of the Amended Complaint.

563. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen Multi Sector Income Fund formerly known as Evergreen Managed Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 563 of the Amended Complaint.

564. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Evergreen Utilities & High Income Fund. Denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 564 of the Amended Complaint.

565. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wells –Los Angeles Dept. of Water & Power Employees Retire Disability.

566. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named West Bend Mutual Insurance Company.

567. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wexford Catalyst Investors.

568. Admits that JPMCB, as Administrative Agent, sent a transfer under the Term Loan Agreement to an entity named Wexford Spectrum Investors LLC.

569. States that the allegations of the last sentence of paragraph 569 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, and with regard to the other allegations of paragraph 569 of the Amended Complaint, denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 569 of the Amended Complaint.

570. States that the allegations of paragraph 570 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies the allegations of paragraph 570 of the Amended Complaint.

571. Denies the allegations of paragraph 571, except admits that General Motors Corporation, Saturn Corporation and JPMCB, as Administrative Agent, entered into the Term Loan Agreement and refers to the Term Loan Agreement for the terms set forth therein.

572. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 572 of the Amended Complaint, except admits that certain

lenders extended credit to the Debtors secured by a first-priority lien on certain assets of the Debtors pursuant to the terms of the Term Loan Agreement, and refers to the Term Loan Agreement for the terms set forth therein.

573. Denies the allegations in paragraph 573 of the Amended Complaint. JPMCB avers that the outstanding principal balance under the Term Loan as of June 30, 2009 was \$1,466,250,000.00.

574. Denies the allegations of paragraph 574 of the Amended Complaint, except admits that the Debtors filed a motion on the Petition Date seeking, *inter alia*, authority from the Bankruptcy Court to obtain post-petition financing (“DIP Motion”) and refers to the DIP Motion for the terms set forth therein.

575. Denies the allegations of paragraph 575 of the Amended Complaint, except admits that the Debtors filed the DIP Motion seeking, *inter alia*, authority from the Bankruptcy Court to apply the proceeds of the DIP Credit Facility [as defined in the DIP Order] to repay amounts outstanding under the Term Loan Agreement and refers to the DIP Motion for the terms set forth therein.

576. Denies the allegations of paragraph 576 of the Amended Complaint, except admits that the Committee was involved in negotiating the DIP Order and the DIP Order provides the Committee with certain limited rights “with respect only to the perfection of first priority liens of the Prepetition Senior Facilities Secured parties [as defined in the DIP Order]” and refers to the DIP Order for the terms set forth therein.

577. Denies the allegations of paragraph 577 of the Amended Complaint, except admits that DIP Credit Facility [as defined in the DIP Order] was approved by the Bankruptcy Court and that the DIP Order provides the Committee with certain limited rights “with respect only to the perfection of first priority liens of the Prepetition Senior Facilities Secured Parties [as defined in the DIP Order]” and refers to the DIP Order for the terms set forth therein.

578. Denies the allegations of paragraph 578 of the Amended Complaint. JPMCB avers that after the entry of the DIP Order the Debtors transferred \$1,477,328,333.33 to JPMCB, as Administrative Agent, and refers to the DIP Order for the terms set forth therein.

579. States that the allegations of paragraph 579 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies the allegations of paragraph 579 of the Amended Complaint and refers to the DIP Order for the terms set forth therein.

580. Denies the allegations of paragraph 580 of the Amended Complaint, except admits that the Committee purported to bring this action to challenge the first-priority lien that secured the loan made under the Term Loan Agreement.

581. Denies the allegations of paragraph 581 of the Amended Complaint, except admits that two UCC-1 financing statements were filed with the Delaware Secretary of State on November 30, 2006 in connection with the Term Loan Agreement (the “Term Loan UCC Financing Statements”), and refers to the Term Loan UCC Financing Statements for the terms set forth therein.

582. Denies the allegations of paragraph 582 of the Amended Complaint, except admits that a UCC-3 financing statement amendment dated October 30, 2008 (the “October 2008 Amendment”) was filed with the Delaware Secretary of State, and refers to the October 2008 Amendment for the terms set forth therein.

583. States that the allegations of paragraph 583 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies the allegations of paragraph 583 of the Amended Complaint.

584. Denies the allegations of paragraph 584 of the Amended Complaint, except admits that on or about March 1, 2013, the Bankruptcy Court entered a *Decision on Cross Motions for Summary Judgment* (“Decision”) [Adv. Pro. Dkt. No. 71], a *Judgment* (“Judgment”) [Adv. Pro. Dkt. No. 73] and an *Order on Cross Motions for Summary Judgment* (“Order”) [Adv. Pro. Dkt. No. 72] and refers to the Decision, the Judgment, and the Order for the terms set forth therein.

585. Denies the allegations of paragraph 585 of the Amended Complaint, except admits that on or about January 21, 2015, the United States Court of Appeals for the Second Circuit entered a decision (the “Second Circuit Decision”) and refers to the Second Circuit Decision for the terms set forth therein.

**AS AND FOR AN ANSWER  
TO THE FIRST CLAIM FOR RELIEF**

586. Repeats and re-alleges its responses to paragraphs 1 through 585 of the Amended Complaint with the same force and effect as if fully set forth herein.

587. States that the allegations of paragraph 587 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 587 of the Amended Complaint.

588. Denies the allegations of paragraph 588 of the Amended Complaint.

589. Denies the allegations of paragraph 589 of the Amended Complaint.

**AS AND FOR AN ANSWER  
TO THE SECOND CLAIM FOR RELIEF**

590. Repeats and re-alleges its responses to paragraphs 1 through 589 of the Amended Complaint with the same force and effect as if fully set forth herein.

591. Denies the allegations of paragraph 591 of the Amended Complaint.

592. States that the allegations of paragraph 592 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 592 of the Amended Complaint.

593. Denies the allegations of paragraph 593 of the Amended Complaint, except admits that the DIP Order authorized the Debtors to apply the proceeds of the DIP Credit Facility [as defined in the DIP Order] to repay amounts outstanding under the Term Loan Agreement and refers to the DIP Order for the terms set forth therein.



594. Denies the allegations of paragraph 594 of the Amended Complaint, except admits that the Debtors paid JPMCB, as Administrative Agent, the amounts outstanding under the Term Loan Agreement.

595. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 595 of the Amended Complaint, except admits that JPMCB, as Administrative Agent, sent transfers under the Term Loan Agreement to certain entities listed on Exhibit 3 of the Amended Complaint.

596. Denies the allegations of paragraph 596 of the Amended Complaint.

597. Denies the allegations of paragraph 597 of the Amended Complaint, except admits that the DIP Order provides the Committee with certain limited rights “with respect only to the perfection of first priority liens of the Prepetition Senior Facilities Secured parties [as defined in the DIP Order]” and refers to the DIP Order for the terms set forth therein.

598. Denies the allegations of paragraph 598 of the Amended Complaint.

599. Denies the allegations of paragraph 599 of the Amended Complaint.

600. Denies the allegations of paragraph 600 of the Amended Complaint.

601. Denies the allegations of the first sentence of paragraph 601 of the Amended Complaint, except admits that the collateral was secured and perfected by multiple UCC-1 financing statements other than the UCC-1 financing statement filed with the Delaware Secretary of State on November 30, 2006 and bearing the number “6416808 4”. Denies the allegations of the second sentence of paragraph 601 of the Amended Complaint.

602. States that the allegations of paragraph 602 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 602 of the Amended Complaint.

603. Denies the allegations of paragraph 603 of the Amended Complaint.

**AS AND FOR AN ANSWER  
TO THE THIRD CLAIM FOR RELIEF**

604. Repeats and re-alleges its responses to paragraphs 1 through 603 of the Amended Complaint with the same force and effect as if fully set forth herein.

605. Denies the allegations of paragraph 605 of the Amended Complaint.

606. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 606 of the Amended Complaint, except admits that JPMCB, as Administrative Agent, sent transfers under the Term Loan Agreement to certain entities listed on Exhibit 4 of the Amended Complaint.

607. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 607 of the Amended Complaint.

608. States that the allegations of paragraph 608 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 608 of the Amended Complaint.

609. States that the allegations of paragraph 609 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 609 of the Amended Complaint.

610. States that the allegations of paragraph 610 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 610 of the Amended Complaint.

611. States that the allegations of paragraph 611 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 611 of the Amended Complaint.

612. Denies the allegations of paragraph 612 of the Amended Complaint.

613. Denies the allegations of paragraph 613 of the Amended Complaint.

614. States that the allegations of paragraph 614 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, JPMCB denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 614 of the Amended Complaint.

615. Denies the allegations of paragraph 615 of the Amended Complaint.

**AS AND FOR AN ANSWER  
TO THE FOURTH CLAIM FOR RELIEF**

616. Repeats and re-alleges its responses to paragraphs 1 through 615 of the Amended Complaint with the same force and effect as if fully set forth herein.

617. Denies the allegations of paragraph 617 of the Amended Complaint.

618. Denies the allegations of paragraph 618 of the Amended Complaint.

JPMCB further denies and objects to each one of the Plaintiff's "prays for judgment" numbered 1 through 8 and set forth on pages on pages 77 and 78 of the Amended Complaint.

**ADDITIONAL DEFENSES**

In asserting the following additional defenses to Plaintiff's claims, JPMCB does not concede that the assertion of such defenses imposes any burden of proof or persuasion on JPMCB with respect thereto. Furthermore, JPMCB has not yet completed its investigation and, to the extent that investigation and/or discovery warrant, reserves the right to supplement, amend or delete any or all of the following additional defenses prior to any trial of this action, and to assert any additional cross-claims, counterclaims, and third-party claims as they become known or available.

At the present time, JPMCB asserts that the claims alleged in the Amended Complaint against JPMCB are barred, in whole or in part, because:

**FIRST DEFENSE**

The Amended Complaint fails to state a claim against JPMCB upon which relief may be granted.

**SECOND DEFENSE**

Plaintiff is estopped from alleging that the security interest of JPMCB was terminated or, in the alternative, the Bankruptcy Court should find that the Debtors held the collateral under the Term Loan Agreement pursuant to a constructive trust.

**THIRD DEFENSE**

Any injury or damages to the Plaintiff should be reduced to the extent that the culpable conduct of others caused or contributed to any damages or injury that the Plaintiff may have sustained.

**FOURTH DEFENSE**

The claims asserted in the Amended Complaint against JPMCB are barred by the doctrines of *in pari delicto*, unclean hands and/or the *Wagoner* Rule.

**FIFTH DEFENSE**

The October 2008 Amendment was filed without authority and therefore is ineffective.

**SIXTH DEFENSE**

The unauthorized filing of the October 2008 Amendment did not waive JPMCB's security interest in certain assets of the Debtors pursuant to the Term Loan Agreement and the Term Loan UCC Financing Statements.

**SEVENTH DEFENSE**

JPMCB was a secured party and had a perfected security interest on the Petition Date in certain assets of the Debtors pursuant to the Term Loan Agreement as set forth in multiple UCC-1 financing statements filed throughout the United States, including, but not limited to the UCC-1 financing statement numbered 6416822 3 and filed on November 30, 2006

with the Secretary of State of Delaware listing Saturn Corporation as the “debtor” as well as multiple state fixture filings.

#### **EIGHTH DEFENSE**

At the time any of the purported preferential transfers referenced in the Amended Complaint were allegedly made by the Debtors, JPMCB did not receive more than it would have received had the Debtors’ bankruptcy cases been cases under chapter 7 of the Bankruptcy Code, had such transfers not been made, and had JPMCB received payment therein to the extent provided in the provisions of the Bankruptcy Code.

#### **NINTH DEFENSE**

Pursuant to Bankruptcy Code section 547(c)(2), the alleged transfers sought from JPMCB in the Amended Complaint were (a) in payment of a debt incurred by the Debtors in the ordinary course of business or financial affairs of the Debtors and JPMCB, (b) made in the ordinary course of business or financial affairs of the Debtors and JPMCB, and (c) made according to ordinary business terms.

#### **TENTH DEFENSE**

The claims asserted in the Amended Complaint against JPMCB are barred by the doctrine of earmarking.

#### **ELEVENTH DEFENSE**

The claims asserted in the Amended Complaint against JPMCB to avoid transfers under 11 U.S.C. § 549 are barred insofar as such transfers were not of property of the estate.

#### **TWELFTH DEFENSE**

The claims asserted in the Amended Complaint against JPMCB are barred, in whole or in part, by applicable statutes of limitations.

**THIRTEENTH DEFENSE**

The claims asserted in the Amended Complaint against JPMCB are barred to the extent that JPMCB was a mere conduit with respect to any of the alleged transfers.

**FOURTEENTH DEFENSE**

Pursuant to the terms of the DIP Order, to the extent JPMCB, as Administrative Agent, made any payments to lenders pursuant to the Term Loan Agreement, JPMCB has no responsibility or liability for such amounts paid and is exculpated for any and all such liabilities.

**FIFTEENTH DEFENSE**

To the extent JPMCB, as Administrative Agent, made payments to other lenders other than JPMCB, JPMCB has no responsibility or liability for such amounts paid and is exculpated for any and all such liabilities.

**SIXTEENTH DEFENSE**

The Plaintiff lacks standing and authority under the DIP Order or otherwise to bring the claims alleged, and the claims did not survive the confirmation of the Debtors' chapter 11 plan.

**SEVENTEENTH DEFENSE**

JPMCB hereby asserts all defenses available under federal law and under any applicable state law. Additional facts may be revealed in discovery or otherwise that support additional defenses presently available, but unknown, to JPMCB. JPMCB therefore reserves its right to assert additional defenses in the event discovery or investigation reveals additional defenses or such additional defenses become apparent at trial.

**EIGHTEENTH DEFENSE**

JPMCB hereby adopts and incorporates by reference any and all other defenses asserted or to be asserted by any other defendants named in the Amended Complaint to the extent that such defenses are available to JPMCB and do not negatively impact the rights of JPMCB.

**DEMAND FOR JURY TRIAL**

JPMCB hereby demands, pursuant to Rule 38 of the Federal Rules of Civil Procedure and Rule 9015 of the Federal Rules of Bankruptcy Procedure, a trial by jury of all issues raised in the above-captioned adversary proceeding.



WHEREFORE, JPMorgan Chase Bank, N.A. respectfully requests that judgment  
be entered in its favor as follows:

- A. Dismissing with prejudice Plaintiff's Amended Complaint in its entirety and on the merits;
- B. Awarding JPMCB its costs of defending this action, including reasonable attorneys' fees, costs and disbursements; and
- C. Awarding to JPMCB such other and further relief as this Court may deem just and proper.

Dated: New York, New York  
November 16, 2015

Respectfully submitted,

KELLEY DRYE & WARREN LLP

By: /s/ John M. Callagy

John M. Callagy  
Nicholas J. Panarella  
Martin A. Krolewski

101 Park Avenue  
New York, New York 10178  
(212) 808-7800

-and-

WACHTELL, LIPTON, ROSEN & KATZ

Harold S. Novikoff  
Marc Wolinsky  
Emil A. Kleinhaus  
51 West 52<sup>nd</sup> Street  
New York, New York 10019-6150  
Telephone: (212) 403-1000

Attorneys for Defendant  
JPMorgan Chase Bank, N.A.