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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re ADELPHIA COMMUNICATIONS CORP., et al., a Delaware corporation, Debtors.	Chapter 11 Cases Case No. 02-41729 (REG) (Jointly Administered)
OFFICIAL COMMITTEE OF EQUITY SECURITY HOLDERS OF ADELPHIA COMMUNICATIONS CORP., ON ITS OWN BEHALF AND ON BEHALF OF ADELPHIA COMMUNICATIONS CORP. AND ITS AFFILIATED DEBTORS, Plaintiff, vs. BANK OF AMERICA, N.A., *et. al.* Defendants.	Adversary Proceeding No. _______________ **INTERVENOR COMPLAINT** **Jury Trial Demanded**

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

ADELPHIA COMMUNICATIONS CORP., et al.,
a Delaware corporation,

Debtors.

OFFICIAL COMMITTEE OF EQUITY SECURITY HOLDERS OF ADELPHIA COMMUNICATIONS CORP., ON ITS OWN BEHALF AND ON BEHALF OF ADELPHIA COMMUNICATIONS CORP. AND ITS AFFILIATED DEBTORS,

Plaintiff,

vs.

BANK OF AMERICA, N.A., individually and as Agent for various banks party to credit agreements described herein; BANC OF AMERICA SECURITIES LLC; BANK OF MONTREAL, individually and as Agent for various banks party to credit agreements described herein; BMO NESBITT BURNS CORP.; WACHOVIA BANK, NATIONAL ASSOCIATION (F/K/A FIRST UNION NATIONAL BANK), individually and as agent for various banks party to credit agreements described herein; WACHOVIA SECURITIES, INC. (F/K/A FIRST UNION SECURITIES, INC.); CITIBANK, N.A., individually and as Agent for various banks party to credit agreements described herein; CITICORP USA, INC., individually and as Agent for various banks party to credit agreements described herein; CITIGROUP GLOBAL MARKETS HOLDINGS, INC. (F/K/A SALOMON SMITH BARNEY HOLDINGS, INC.), D/B/A SALOMON SMITH BARNEY, INC; CITIGROUP FINANCIAL PRODUCTS, INC. (F/K/A SALOMON BROTHERS HOLDING CO., INC.); ABN AMRO BANK N.V., individually and as Agent for various banks party to credit agreements described herein; ABN AMRO SECURITIES LLC, BANK OF NEW YORK CO., INC., individually and as Agent for various banks party to credit agreements described herein; BNY CAPITAL CORP.; THE BANK OF

Chapter 11 Cases

Case No. 02-41729 (REG)

(Jointly Administered)

Adversary Proceeding
No. _______________

INTERVENOR
COMPLAINT

Jury Trial Demanded

NOVA SCOTIA, individually and as Agent for various)
banks party to credit agreements described herein;)
SCOTIA CAPITAL (USA), INC.; BARCLAYS)
BANK PLC, individually and as Agent for various)
banks party to credit agreements described herein;)
BARCLAYS CAPITAL INC.; CIBC, INC.,)
individually and as Agent for various banks party to)
credit agreements described herein; CIBC WORLD)
MARKETS CORP.; JP MORGAN CHASE & CO.)
(F/K/A CHASE MANHATTAN CORP.), individually)
and as Agent for various banks party to credit)
agreements described herein; CHASE SECURITIES,)
INC.; CREDIT LYONNAIS, NEW YORK BRANCH,)
individually and as Agent for various banks party to)
credit agreements described herein; CREDIT)
LYONNAIS SECURITIES (USA), INC.; CREDIT)
SUISSE FIRST BOSTON, NEW YORK BRANCH,)
individually and as Agent for various banks party to)
credit agreements described herein; CREDIT SUISSE)
FIRST BOSTON (USA) INC.; DEUTSCHE BANK)
AG (F/K/A BANKERS TRUST COMPANY),)
individually and as Agent for various banks party to)
credit agreements described herein; DEUTSCHE)
BANC ALEX BROWN, INC. (F/K/A BT ALEX)
BROWN, INC.); DLJ CAPITAL FUNDING, INC.,)
individually and as Agent for various banks party to)
credit agreements described herein; DONALDSON,)
LUFKIN & JENRETTE, INC.; FLEET NATIONAL)
BANK, individually and as Agent for various banks)
party to credit agreements described herein; FLEET)
SECURITIES, INC.; MERRILL LYNCH CAPITAL)
CORP., individually and as Agent for various banks)
party to credit agreements described herein; MERRILL)
LYNCH & CO., INC.; MORGAN STANLEY)
SENIOR FUNDING, INC., individually and as Agent)
for various banks party to credit agreements described)
herein; MORGAN STANLEY & CO., INC.; PNC)
BANK CORP., individually and as Agent for various)
banks party to credit agreements described herein;)
PNC CAPITAL MARKETS, INC.; THE ROYAL)
BANK OF SCOTLAND, PLC, individually and as)
Agent for various banks party to credit agreements)
described herein; SOCIETE GENERALE, S.A.,)
individually and as Agent for various banks party to)
credit agreements described herein; SG COWEN)
SECURITIES CORPORATION; SUNTRUST)
BANKS, INC., individually and As Agent for various)

banks party to credit Agreements described herein;)
SUNTRUST SECURITIES, INC.; TORONTO)
DOMINION (TEXAS), INC., individually and as)
Agent for various banks party to credit agreements)
described herein; TD SECURITIES (USA) INC.; THE)
FUJI BANK, LIMITED, individually and as Agent for)
various banks party to credit agreements described)
herein; THE MITSUBISHI TRUST AND BANKING)
CORPORATION, individually and as Agent for)
various banks party to credit agreements described)
herein; COOPERATIEVE CENTRALE)
RAIFFEISEN-BOERENLEEN BANK B.A.)
"RABOBANK NEDERLAND," NEW YORK)
BRANCH, individually and as Agent for various banks)
party to credit agreements described herein;)
BAYERISCHE LANDESBANK GIROZENTRALE;)
CREDIT INDUSTRIEL ET COMMERCIAL;)
CYPRESSTREE INVESTMENT FUND LLC; DEBT)
STRATEGIES FUND, INC.; DG BANK DEUTSCHE)
GENOSSENSCHAFTSBANK AG; FARMERS &)
MERCHANTS BANCORP INC.; FIFTH THIRD)
BANCORP; FIRST ALLMERICA FINANCIAL LIFE)
INSURANCE COMPANY; FIRSTAR BANK, N.A.;)
FOOTHILL INCOME TRUST II, L.P.; FRANKLIN)
FLOATING RATE TRUST; JACKSON NATIONAL)
LIFE INSURANCE COMPANY; KEMPER)
FLOATING RATE FUND; KZH CYPRESSTREE-1)
LLC; KZH III LLC; KZH ING-2 LLC; KZH)
LANGDALE LLC; KZH PONDVIEW LLC; KZH)
SHOSHONE LLC; KZH WATERSIDE LLC;)
LIBERTY FLOATING RATE ADVANTAGE FUND)
(F/K/A LIBERTY-STEIN ROE ADVISOR)
FLOATING RATE ADVANTAGE FUND);)
MASTER SENIOR FLOATING RATE TRUST;)
MEESPIERSON CAPITAL CORP.; MELLON)
BANK, N.A.; MERRILL LYNCH SENIOR)
FLOATING RATE FUND, INC.; NATEXIS)
BANQUES POPULAIRES GROUP; NATIONAL)
CITY BANK OF PENNSYLVANIA; NORTH)
AMERICAN SENIOR FLOATING RATE FUND,)
INC.; OLYMPIC FUNDING TRUST, SERIES 1999;)
OPPENHEIMER SENIOR FLOATING RATE)
FUND.; PINEHURST TRADING INC.; PRINCIPAL)
LIFE INSURANCE COMPANY; RIVIERA)
FUNDING LLC; ROYAL BANK OF CANADA;)
SENIOR HIGH INCOME PORTFOLIO, INC.;)
STANWICH LOAN FUNDING LLC; STEIN ROE)

FLOATING RATE LIMITED LIABILITY)
COMPANY; SUMITOMO MITSUI BANKING)
CORPORATION; THE DAI-ICHI KANGYO BANK,)
LTD.; THE INDUSTRIAL BANK OF JAPAN,)
LIMITED; THE TORONTO-DOMINION BANK;)
U.S. BANK NATIONAL ASSOCIATION; UBS AG,)
STAMFORD BRANCH; UNITED OF OMAHA LIFE)
INSURANCE COMPANY; BANK BOSTON, N.A.;)
BANK ONE, N.A.; BANQUE NATIONALE DE)
PARIS; BAYERISCHE HYPOUND VEREINSBANK)
AG; BNP PARIBAS; CITIZENS BANK OF RHODE)
ISLAND; CREDIT AGRICOLE INDOSUEZ;)
CREDIT LOCALE FRANCE — NEW YORK)
AGENCY; DRESDNER BANK AG; FIRST)
HAWAIIAN BANK; FIRST NATIONAL BANK OF)
CHICAGO; FIRST NATIONAL BANK OF)
MARYLAND; GENERAL ELECTRIC CAPITAL)
CORPORATION; GOLDMAN SACHS CREDIT)
PARTNERS, L.P.; ING PRIME RATE TRUST)
(F/K/A PILGRIM AMERICA PRIME RATE)
TRUST); KZH HOLDING CORPORATION III;)
MANUFACTURERS AND TRADERS TRUST)
COMPANY; MORGAN GUARANTY TRUST)
COMPANY; OCTAGON CREDIT INVESTORS)
LOAN PORTFOLIO; PFL LIFE INSURANCE)
COMPANY; ROYALTON COMPANY; THE)
LONGTERM CREDIT BANK OF JAPAN, LTD.; THE)
TRAVELERS INSURANCE COMPANY; UNION)
BANK OF CALIFORNIA, N.A.; VAN KAMPEN)
AMERICAN CAPITAL PRIME RATE INCOME)
TRUST; WEBSTER BANK; THE GOLDMAN)
SACHS & CO.; HSBC BANK USA; KEY BANK OF)
NEW YORK; ABBEY NATIONAL TREASURY)
SERVICES; ADDISON CDO, LIMITED; AG)
CAPITAL FUNDING; AIM FLOATING RATE)
FUND; AIMCO CLO SERIES, 2000-A; AIMCO CLO)
SERIES, 2001-A; ALLSTATE INVESTMENTS,)
LLC; ALLSTATE LIFE INSURANCE CO.; ALPHA)
US FUND II, LLC; AMARANTH FUND, L.P.;)
AMMC CDO I, LIMITED; AMMC CDO II, LTD.;)
APEX (IDM) CDO LTD.; APEX (TRIMARAN) CDO)
I, LTD.; ARCHIMEDES FUNDING II, LTD.;)
ARCHIMEDES FUNDING III LTD.; ARES)
FINANCE-II LTD.; ARES CLO MANAGEMENT)
LLC; ARES LEVERAGED INVESTMENT FUND II,)
L.P.; ARES III CLO LTD.; ARES IV CLO LTD.;)
ARES V CLO LTD.; ARES VI CLO LTD.; ATHENA)

CDO LIMITED; AURUM CLO 2002 – LTD.;)
AVALON CAPITAL LTD.; AVALON CAPITAL)
LTD. 2; B & W MASTER TOBACCO FUND;)
BALANCED HIGH YIELD FUND II LTD.;)
BALLYROCK CDO I LIMITED; BEAR STEARNS)
INVESTMENT PRODUCTS; BEAR, STEARNS &)
CO.; BLUE SQUARE FUNDING SERIES 3;)
BOSTON INCOME PORTFOLIO; BROAD)
FOUNDATION; CALIFORNIA PUBLIC)
EMPLOYEES RETIREMENT SYSTEM; CAPTIVA)
IV FINANCE LTD.; CARAVELLE INVESTMENT)
FUND II, L.L.C.; CARLYLE HIGH YIELD)
PARTNERS II, LTD.; CENTURION CDO II LTD.;)
CENTURION CDO III, LIMITED; CENTURY)
INTEREST; CENTURY POST PETITION)
INTEREST; CERES II FINANCE LTD.; CHARTER)
VIEW PORTFOLIO; CIGNA INVESTMENTS, INC.;)
CITADEL HILL 2000 LTD.; CLYDESDALE CLO)
2001-1 LTD.; COLUMBUS LOAN FUNDING LTD.;)
CONSTANTINUS EATON VANCE CDO V LTD.;)
CONTINENTAL CASUALTY COMPANY; CSAM)
FUNDING I; CSAM FUNDING II; D.E. SHAW &)
CO., LLC; D.E. SHAW LAMINAR PORTFOLIOS,)
LLC; DB STRUCTURED PRODUCTS, INC.; DEBT)
STRATEGIES FUND II; DEBT STRATEGIES)
FUND III; DELANO COMPANY #274; DZ BANK)
AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTS-)
BANK; EATON VANCE CDO II LTD.; EATON)
VANCE INSTITUTIONAL SENIOR LOAN FUND;)
EATON VANCE MANAGEMENT; EATON VANCE)
SENIOR INCOME TRUST; ELC CAYMAN LTD.;)
ELC (CAYMAN) LTD. CDO SERIES 1999-I; ELC)
(CAYMAN) LTD. SERIES 1999-I; ELC CAYMAN)
LTD. 1999-III; ELC (CAYMAN) LTD. 2001-I; ELF)
FUNDING TRUST I; ELF FUNDING TRUST III;)
ELI BROAD; EMERALD ORCHARD LIMITED;)
ENDURANCE CLO I, LTD.; ERSTE BANK NEW)
YORK; EVERGREEN FUNDING LTD., CO.; FC)
CBO IV LTD.; FIDELITY ADVISOR FLOATING)
RATE HIGH INCOME FUND (161); FIDELITY)
ADVISORS SERIES II; FIDELITY CHARLES)
STREET TRUST; FIDELITY HIGH YIELD)
COLLECTIVE; FIDELITY SCHOOL STREET)
TRUST; FIRST DOMINION FUNDING I; FIRST)
DOMINION FUNDING II; FIRST DOMINION)
FUNDING III; FLAGSHIP CLO 2001-1; FLAGSHIP)
CLO II; FORTIS CAPITAL CORP.; FRANKLIN)

ADVISOR, INC.; FRANKLIN CLO I; FRANKLIN)
CLO II; FRANKLIN CLO III; FRANKLIN)
FLOATING RATE DAILY ACCESS FUND;)
FRANKLIN FLOATING RATE MASTER SERIES;)
FRANKLIN FLOATING RATE TRUST; GALAXY)
CLO 1999-1 LTD.; GLENEAGLES TRADING LLC;)
GOLDENTREE LOAN OPPORTUNITIES I, LTD.;)
GOLDENTREE LOAN OPPORTUNITIES II, LTD.;)
GOLDENTREE HIGH YIELD MASTER FUND,)
LTD.; GOLDENTREE HIGH YIELD)
OPPORTUNITIES II, LTD.; GRAYSON & CO.;)
GREAT POINT CLO 1999-1; GREYSTONE CLO)
LTD.; GSC RECOVERY IIA, L.P.; GT HIGH YIELD)
VALUE MASTER FUND; HALCYON FUND, L.P.;)
HAMILTON CDO LTD.; HARBOUR TOWN)
FUNDING, LLC; HARBOURVIEW CDO II LTD.;)
HARBOURVIEW CLO IV, LTD.; HARCH CLO I,)
LTD.; HIGH INCOME PORTFOLIO; HIGHLAND)
LEGACY LIMITED; HIGHLAND LOAN FUNDING)
V, LTD.; HIGHLAND OFFSHORE PARTNERS;)
IBM WHITEHALL FUNDING 2001 TRUST; IDS)
LIFE INSURANCE COMPANY; INDOSUEZ)
CAPITAL FUNDING IIA, LTD.; INDOSUEZ)
CAPITAL FUNDING IV, L.P.; ING PILGRIM)
SENIOR INCOME FUND; ING SENIOR INCOME)
FUND; INVESTMENT FUND II LLC;)
INVESTMENT PARTNERS I; J.H. WHITNEY)
MARKET VALUE FUND, L.P.; JISSELKIKUN)
FUNDING, INC.; JUPITER LOAN FUNDING LLC;)
KATONAH I, LTD.; KATONAH II LTD.;)
KATONAH III LTD.; KING STREET CAPITAL,)
L.P.; KZH CNC LLC; KZH HIGHLAND-2 LLC;)
KZH ING-1 LLC; KZH ING-3 LLC; KZH PAMCO)
LLC; KZH SOLEIL LLC; KZH SOLEIL-2 LLC; KZH)
STERLING LLC; LANDMARK CDO LIMITED;)
LCM I LIMITED PARTNERSHIP; LEHMAN)
COMMERCIAL PAPER, INC.; LONGHORN CDO)
(CAYMAN) LTD.; LONGHORN II CDO)
(CAYMAN) LTD.; MAGNETITE ASSET)
INVESTORS L.L.C.; MERRILL LYNCH DEBT)
STRATEGIES FUND II, INC.; MERRILL LYNCH)
GLOBAL INVESTMENT SERIES: INCOME)
STRATEGIES PORTFOLIO; MIZUHO)
CORPORATE BANK, LTD.; ML CLO XV PILGRIM)
AMERICA (CAYMAN) LTD.; ML CLO XX)
PILGRIM AMERICA (CAYMAN) LTD.;)
MONUMENT CAPITAL LTD.; MORGAN)

STANLEY EMERGING MARKETS, INC.;)
MORGAN STANLEY PRIME INCOME TRUST;)
MOUNTAIN CAPITAL CLO I; MOUNTAIN)
CAPITAL CLO II; MUIRFIELD TRADING, LLC;)
MUZINICH CASHFLOW CBO II LTD.; MW POST)
OPPORTUNITY OFFSHORE FUND; MW POST)
PORTFOLIO FUND; NATIONWIDE LIFE AND)
ANNUITY INSURANCE COMPANY;)
NATIONWIDE MUTUAL INSURANCE)
COMPANY; NEMEAN CLO LTD.; NEW)
ALLIANCE GLOBAL CDO, LIMITED; NEW YORK)
LIFE INSURANCE AND ANNUITY CO.; NOMURA)
BOND & LOAN FUND; NORTHWOODS)
CAPITAL, LTD.; NORTHWOODS CAPITAL II,)
LTD.; NORTHWOODS CAPITAL III, LTD.;)
NUVEEN FLOATING RATE FUND; NUVEEN)
SENIOR INCOME FUND; OAK HILL CLO)
MANAGEMENT I LLC; OAK HILL CREDIT)
PARTNERS I LIMITED; OAK HILL FUND II, LTD.;)
OAK HILL SECURITIES FUND, L.P.;)
OPPORTUNITY FUND, LLC; ORYX CLO, LTD.;)
OWL CREEK ASSET MANAGEMENT, L.P.;)
OXFORD STRATEGIC INCOME FUND; PACIFICA)
PARTNERS I, L.P.; PAM CAPITAL FUNDING L.P.;)
PAMCO CAYMAN LTD.; PERRY PRINCIPLES)
LLC; PHOENIX-GOODWIN HIGH YIELD FUND;)
PILGRIM CLO 1999-1 LTD.; PILGRIM SENIOR)
INCOME FUND; PIMCO CORPORATE INCOME)
FUND; POST BALANCED FUND, L.P.; POST)
HIGH YIELD L.P.; POST OPPORTUNITY FUND,)
L.P.; POST OPPORTUNITY OFFSHORE FUND;)
PPM SHADOW CREEK FUNDING LLC; PPM)
SPYGLASS FUNDING TRUST; PROVIDENCE)
CAPITAL LLC; PRUDENTIAL INSURANCE)
COMPANY OF AMERICA; PUTNAM)
DIVERSIFIED INCOME TRUST; PUTNAM HIGH)
YIELD ADVANTAGE FUND; PUTNAM HIGH)
YIELD TRUST; PUTNAM MASTER INCOME)
TRUST; PUTNAM MASTER INTERMEDIATE)
INCOME TRUST; PUTNAM PREMIER INCOME)
TRUST; PUTNAM VARIABLE TRUST – PVT)
DIVERSIFIED INCOME FUND; PUTNAM)
VARIABLE TRUST – PVT HIGH YIELD FUND;)
QDRF MASTER LTD.; QUANTUM PARTNERS)
LLC; RACE POINT CLO, LIMITED; REDWOOD)
MASTER FUND, LTD.; RELIANCE STANDARD)
LIFE INSURANCE COMPANY; RESTORATION)

FUNDING CLO LTD.; ROSEMONT CLO, LTD.;)
SAFETY NATIONAL CASUALTY CORP.;)
SANKATY HIGH YIELD PARTNER II, L.P.;)
SATELLITE SENIOR INCOME FUND, LLC;)
SAWGRASS TRADING LLC; SCUDDER)
FLOATING RATE FUND; SEABOARD CLO 2000)
LTD.; SENECA CAPITAL, L.P.; SENIOR DEBT)
PORTFOLIO; SEQUILS – CENTURION V LTD.;)
SEQUILS-ING (HBDGM) LTD.; SEQUILS LIBERTY,)
LTD.; SEQUILS-MAGNUM LTD.;)
SEQUILS-PILGRIM I, LTD.; SIERRA CLO I LTD.;)
SIGNATURE 1A (CAYMAN), LTD.;)
SKANDINAVISKA ENSKILDA BANKEN (AB); SL)
LOANS I LIMITED; SOF INVESTMENTS, L.P.;)
SPRUGOS INVESTMENTS IV, LLC; SRF 2000)
LLC; SRS STRATEGIES (CAYMAN), L.P.; SRV-)
HIGHLAND, INC.; STANFIELD ARBITRAGE CDO)
LTD.; STANFIELD CLO, LTD.; STANFIELD)
QUATTRO CLO, LTD.; STANFIELD RMF)
TRANSATLANTIC CDO LTD.; STATE OF SOUTH)
DAKOTA RETIREMENT SYSTEM; STEIN ROE &)
FARNHAM CLO I LTD.; STEPHEN ADAMS)
LIVING TRUST; SUNAMERICA SENIOR)
FLOATING RATE, INC.; SYNDICATED LOAN)
FUNDING TRUST; THE ING CAPITAL SENIOR)
SECURED HIGH INCOME HOLDINGS FUND,)
LTD.; THE PRESIDENT & FELLOWS OF)
HARVARD COLLEGE; THIRD AVENUE TRUST;)
THRACIA LLC; TRAVELERS CORPORATE LOAN)
FUND, INC.; TRYON CLO LTD. 2000-1; TUSCANY)
CDO LTD.; TYLER TRADING, INC.; UNIVERSITY)
OF CHICAGO; VAN KAMPEN PRIME RATE)
INCOME TRUST; VAN KAMPEN SENIOR)
FLOATING RATE FUND; VAN KAMPEN SENIOR)
INCOME TRUST; VENTURE CDO 2002, LIMITED;)
WESTMINSTER BANK PLC; WHITNEY PRIVATE)
DEBT FUND, L.P.; WINDSOR LOAN FUNDING,)
LIMITED; WINGED FOOT FUND TRUST; JOHN)
DOE NOS. 1-100; and JOHN DOE, INC. NOS. 1-100,)
)
Defendants.)
)
)

Plaintiff, the Official Committee of Equity Security Holders (the "Equity Committee") of Adelphia Communications Corporation ("Adelphia") and its affiliated debtors (collectively with

Adelphia, "Debtors") on its own behalf and on behalf of Debtors, for its complaint against Defendants, alleges, upon information and behalf, as follows:

SUMMARY OF ACTION

1. This action seeks to redress Defendants' knowing participation, substantial assistance and complicity in one of the most serious cases of systematic corporate looting and breach of fiduciary duty in American history.

2. The fraud at Adelphia and its affiliated Debtors did not involve any sophisticated accounting gimmicks. To the contrary, it involved simple larceny, but on a massive scale. The Rigas Family[1] used the Debtors as its piggy bank to fund personal expenses at will and to maintain voting control over Adelphia. The Rigas Family siphoned away over $3.4 billion from the Debtors — funds knowingly and eagerly loaned by Defendants.

3. The Rigas Family's scheme could not have succeeded without Defendants' assistance. Certain of the Defendants — the Co-Borrowing Lenders — funded the fraud by extending undisclosed senior loans to the Rigas Family secured by the Debtors' assets. Other Defendants — the Investment Banks, each of which was affiliated with a Co-Borrowing Lender — solicited the purchase of debt and equity securities junior in right of payment to their senior loans without disclosing the pervasive fraud suffusing the Debtors' business.

4. The Rigas Family's principal tools in their fraudulent scheme, and their primary source of ill-gotten gains from that scheme, were the syndicated loans known as "Co-Borrowing Facilities." The structure of those facilities was unprecedented for a major public company such as Adelphia: each "co-borrower" — whether an indirect Adelphia subsidiary or an unaffiliated

[1] Capitalized terms not defined in the Summary of Action are defined infra.

entity owned by the Rigas Family — could borrow the entire amount of the facilities (up to approximately $5.6 billion) without regard to its ability to repay and with all other co-borrowers being jointly and severally liable to repay the loans.

5. Neither the Rigas Family nor the Co-Borrowing Lenders created a borrowing structure that held the respective co-borrowers accountable based on appropriate borrowing capacity, actual borrowings and their balance sheets. No attempt was made to recognize — much less respect — the corporate separateness and disparate financial resources of the Debtors and entities owned by the Rigas Family. Instead, the Rigas Family and certain of the Co-Borrowing Lenders structured the Co-Borrowing Facilities knowing that entities controlled by the Rigas Family were entitled to draw — and in fact did draw — billions of dollars under the Co-Borrowing Facilities; that such entities owned a disproportionately small amount of the assets from which the Co-Borrowing Lenders could realistically expect repayment; and that such entities in fact would not be able to repay their borrowings, but instead would saddle the Debtors with a massive bill for loans that the Debtors did not utilize.

6. The primary purpose and the plain effect of each of the Co-Borrowing Facilities at issue in this action was to use the Debtors' assets to give the Rigas Family access to billions of dollars that only the Debtors would have the wherewithal to repay, and to enable the Rigas Family to maintain control over the Debtors by using a substantial portion of those dollars to acquire Adelphia stock and other securities. The very structure of the Co-Borrowing Facilities — a structure that the Co-Borrowing Lenders created and approved — provided the principal means by which the Rigas Family's looting could and did occur. Moreover, the Co-Borrowing Lenders actually knew or recklessly disregarded the fact that the looting occurred as soon as the Co-Borrowing Facilities closed and that it continued thereafter.

7. Defendants knew that the Rigas Family used the proceeds of the Co-Borrowing Facilities and other loans made available to them to enrich themselves at the Debtors' expense and to maintain voting control of Adelphia. The Rigas Family used the Co-Borrowing Lenders' funds to, among other things:

(i) acquire nearly $2 billion of securities issued by Adelphia and underwritten by certain of the Defendant Investment Banks;

(ii) repay approximately $252 million of margin loans owed by Highland Communications, an entity owned by the Rigas Family, to certain of the Defendants' private banking or brokerage affiliates;

(iii) acquire for its own account more than $700 million in cable television systems;

(iv) fund expenses related to its privately-held Buffalo Sabres professional hockey team;

(v) construct a golf course on land owned by the Rigas Family; and

(vi) cause the Debtors to enter into fraudulent transactions with certain Rigas Family-owned businesses.

These transactions did not benefit the Debtors. To the contrary, the Rigas Family designed these transactions to fraudulently secrete assets from the Debtors to the Rigas Family's personal interests.

8. Each of the Defendants actually knew or recklessly disregarded the fact that the Rigas Family was using the Co-Borrowing Facilities to defraud the Debtors, their creditors and other stakeholders. Since well before the closing of the Co-Borrowing Facilities until shortly before the Debtors' bankruptcy filings, many of the Defendants provided significant underwriting, investment banking, advisory and other financial services to the Debtors and the Rigas Family. As a result of their extensive relationship with the Debtors and the Rigas Family, these Defendants obtained confidential information concerning the financial affairs of the Debtors and the Rigas Family. In addition, before each of the Co-Borrowing Facilities closed, the Rigas

Family disclosed to the Co-Borrowing Lenders that hundreds of millions of dollars of the loan proceeds would be used to fund personal expenses and investments of the Rigas Family. Defendants knew, or recklessly chose to disregard, the intended fraudulent uses of the Co-Borrowing Facilities.

9. Worse still, the Co-Borrowing Lenders lent the Debtors billions of dollars with knowledge or reckless disregard of the fact that the Rigas Family was causing the Debtors to fraudulently conceal from the public and other creditors up to $3.4 billion of their balance sheet liabilities under the Co-Borrowing Facilities. Indeed, while each of the Defendants had access to non-public information that disclosed the actual amount of Adelphia's liabilities under the Co-Borrowing Facilities and other bank debt, the Investment Banks induced other creditors to loan the Debtors billions of dollars based on fraudulent financial statements that grossly understated such obligations. None of these financial statements disclosed the true amount of debt that had been drawn by the Rigas Family (but for which the Debtors were fully liable) under the Co-Borrowing Facilities. Despite their knowledge of the fraudulent structure of the Co-Borrowing Facilities and the Rigas Family's fraudulent conduct, the Co-Borrowing Lenders approved each of the Co-Borrowing Facilities and continued to authorize extensions of credit thereunder.

10. The Agent Banks' *quid pro quo* for funding the Co-Borrowing Facilities was the Rigas Family's promise of lucrative underwriting and other fees to the Investment Banks (each an affiliate of an Agent Bank). To obtain these fees, several of the Agent Banks violated their own lending policies by extending credit in amounts far exceeding institutional exposure limits and by funding the facilities despite the Debtors' massive debt load, which far exceeded that of its competitors. Aware of obvious red flags, many of the Co-Borrowing Lenders merely rubber-

stamped the Co-Borrowing Facilities so that their affiliated Investment Banks could earn hundreds of millions of dollars in fees.

11. Defendants BofA, Citibank, Deutsche Bank and others had other dubious reasons for approving the Co-Borrowing Facilities. These banks or their affiliates had advanced members of the Rigas Family hundreds of millions of dollars of personal margin loans secured by Adelphia stock. By approving the Co-Borrowing Facilities and draws thereunder, these Margin Lenders knew that they could rely on the Debtors' ability to repay the margin loans if the Rigas Family could not. When Adelphia's stock plummeted — after -the public disclosure of the fraud in March 2002 — the Co-Borrowing Lenders continued to fund the Co-Borrowing Facilities despite (or, in some cases, because of) their knowledge that the proceeds would be used to repay Rigas Family margin calls at the expense of other creditors. Just like the fraudulent uses of the Co-Borrowing Facilities, each of these margin loan payments was made with the intent to defraud creditors, who received no consideration from these transfers.

12. The fraud at Adelphia, began — but certainly did not end — with the Co-Borrowing Facilities. The Debtors used a central cash management system that, as Defendants were well aware, was a vehicle for the Rigas Family to commingle the Debtors' funds with those of unaffiliated entities owned by the Rigas Family, and ultimately to misappropriate those funds. After May 1999, the date the first of the relevant Co-Borrowing Facilities closed, defendants knew or recklessly disregarded the fact that the Rigas Family used a significant portion of the proceeds of other bank loans for the benefit of the Rigas Family. The Non-Co-Borrowing Lenders — many of whom also were Co-Borrowing Lenders — also approved draws directly from Non-Co-Borrowing Facilities to the Rigas Family that they knew did not benefit the Debtors. Several of these loans, although made to the Debtors, were earmarked for the

immediate transfer to bank lenders from Rigas Family entities in satisfaction of those entities' independent obligations.

13. The Agent Banks and Investment Banks saw the Debtors as enormous consumers of financial services and aggressively sought to exploit the Debtors' needs for their personal gain. These Defendants provided extensive advisory services to the Debtors and injected themselves into a position of confidence and trust wherein they offered counsel on numerous business and financial issues. These same Defendants, once having assumed fiduciary duties to the Debtors, almost immediately proceeded to breach those duties.

14. The Debtors' Chapter 11 bankruptcy filings resulted from the massive fraud of the Rigas Family. By this action, the Equity Committee, on behalf of the Debtors and their estates, seeks, among other things, to: (i) recover as fraudulent transfers the principal and interest paid by the Debtors on the Co-Borrowing Facilities, (ii) avoid as fraudulent obligations the Debtors' obligations, if any, to repay outstanding Co-Borrowing Facilities and other loans made by Defendants, (iii) recover damages for breaches of fiduciary duties to the Debtors, for aiding and abetting fraud and breaches of fiduciary duties by the Rigas Family, for violations of the Racketeer Influenced and Corrupt Organizations Act, breach of contract, negligence, unjust enrichment, breach of implied covenants of good faith and fair dealing, fraudulent conduct and fraud, (iv) equitably subordinate, disallow or recharacterize each of the Co-Borrowing Lenders' claims in the Debtors' bankruptcy proceedings, (v) avoid and recover certain fraudulent transfers made to certain of the Defendants, and (vi) recover damages for violations of the Bank Holding Company Act.

14(a). On or about July 6, 2003, the Official Committee of Unsecured Creditors of Adelphia (the "Creditors' Committee") filed an adversary complaint with this Court (Adv.

Proc. No. 03-04942) (REG) entitled "Adelphia Communications Corp., et al. v. Bank of America, N.A., et al. (the "Adversary Proceeding"), seeking damages and other forms of relief from the Defendants. The Equity Committee has filed a motion to intervene in the Adversary Proceeding.

JURISDICTION AND VENUE

15. This Court's jurisdiction is founded upon sections 157 and 1334 of title 28 of the United States Code, in that this proceeding arises under title 11 of the United States Code (the "Bankruptcy Code"), or arises in or is related to the above-captioned jointly administered chapter 11 cases under the Bankruptcy Code, which are pending in the United States Bankruptcy Court for the Southern District of New York.

16. This civil proceeding is a core proceeding under sections 157(b)(2)(A), (B),(C), (D), (H), (K) and (O) of title 28 of the United States Code.

17. Venue in this Court is appropriate under section 1409(a) of title 28 of the United States Code.

18. Plaintiff brings this action on its own behalf and on behalf of the Debtors. Contemporaneously with the filing of this Complaint, Plaintiff is filing a Motion for an order authorizing the Equity Committee to prosecute those causes of action set forth in this Complaint (i.e., the Fifty-Third through Sixty-Fifth Claims for Relief) that are not included in the Creditors' Committee's Complaint.

THE PARTIES AND OTHER KEY PARTICIPANTS

19. The Equity Committee is the statutory committee of Equity Security Holders duly appointed on July 31, 2002 in Adelphia's chapter 11 case by the Office of the United States Trustee for the Southern District of New York.

20. Adelphia is the debtor in Case No. 02-41729 (REG), which commenced on June 25, 2002 (the "Petition Date"). Adelphia is a corporation organized under the laws of the State of Delaware, with its principal place of business on the Petition Date located in the Commonwealth of Pennsylvania. The remaining Debtors are the two hundred twenty-nine direct and indirect subsidiaries of Adelphia, organized under the laws of various states, which are debtors in Case Nos. 02-12834 (REG) and 02-41730 (REG) through 02-41957 (REG). In addition to Adelphia, the Debtors include: ACC Cable Communications FL-VA, LLC, ACC Cable Holdings VA, Inc., ACC Holdings II, LLC, ACC Investment Holdings, Inc., ACC Operations, Inc., ACC Telecommunications Holdings LLC, ACC Telecommunications LLC, ACC Telecommunications of Virginia LLC, ACC-AMN Holdings, LLC, Adelphia Acquisition Subsidiary, Inc., Adelphia Arizona, Inc., Adelphia Blairsville, LLC, Adelphia Cable Partners, LP, Adelphia Cablevision Associates, LP, Adelphia Cablevision Corp., Adelphia Cablevision of Boca Raton, LLC, Adelphia Cablevision of Fontana, LLC, Adelphia Cablevision of Inland Empire, LLC, Adelphia Cablevision of New York, Inc., Adelphia Cablevision of Newport Beach, LLC, Adelphia Cablevision of Orange County II, LLC, Adelphia Cablevision of Orange County, LLC, Adelphia Cablevision of San Bernardino, LLC, Adelphia Cablevision of Santa Ana, LLC, Adelphia Cablevision of Seal Beach, LLC, Adelphia Cablevision of Simi Valley, LLC, Adelphia Cablevision of the Kennebunks, LLC, Adelphia Cablevision of West Palm Beach III, LLC, Adelphia Cablevision of West Palm Beach IV, LLC, Adelphia Cablevision of West Palm Beach V, LLC, Adelphia Cablevision, LLC, Adelphia California Cablevision, LLC, Adelphia Central

Pennsylvania, LLC, Adelphia Cleveland, LLC, Adelphia Communications Corporation, Adelphia Communications International, Inc., Adelphia Communications of California II, LLC, Adelphia Communications of California III, LLC, Adelphia Communications of California, LLC, Adelphia Company of Western Connecticut, Adelphia General Holdings III, Inc., Adelphia GP Holdings, LLC, Adelphia GS Cable, LLC, Adelphia Harbor Center Holding LLC, Adelphia Holdings 2001, LLC, Adelphia International II, LLC, Adelphia International III, LLC, Adelphia Mobile Phones, Inc., Adelphia of the Midwest, Inc., Adelphia Pinellas County, LLC, Adelphia Prestige Cablevision, LLC, Adelphia Telecommunications of Florida, Inc., Adelphia Telecommunications, Inc., Adelphia Wellsville, LLC, Adelphia Western New York Holdings, LLC, Arahova Communications, Inc., Arahova Holdings, LLC, Badger Holding Corporation, Better TV, Inc. of Bennington, Blacksburg/Salem Cablevision, Inc., Brazas Communications, Inc., Buenavision Telecommunications, Inc., Cable Sentry Corporation, California Ad Sales, LLC, CCC-III, Inc., CCC-Indiana, Inc., CCH Indiana, LP, CDA Cable, Inc., Century Advertising, Inc., Century Alabama Corp., Century Alabama Holding Corp., Century Australia Communications Corp., Century Berkshire Cable Corp., Century Cable Holding Corp., Century Cable Holdings, LLC, Century Cable Management Corporation, Century Cable of Southern California, Century Cablevision Holdings, LLC, Century Carolina Corp., Century Colorado Springs Corp., Century Colorado Springs Partnership, Century Cullman Corp., Century Enterprise Cable Corp., Century Exchange, LLC, Century Federal, Inc., Century Granite Cable Television Corp., Century Huntington Company, Century Indiana Corp., Century Investment Holding Corp., Century Investors, Inc., Century Island Associates, Inc., Century Island Cable Television Corp., Century Kansas Cable Television Corp., Century Lykens Cable Corp., Century Mendocino Cable Television Inc., Century Mississippi Corp., Century Mountain Corp., Century New Mexico Cable Television, Century Norwich Corp., Century Ohio Cable Television Corp.,

Century Oregon Cable Corp., Century Pacific Cable TV Inc., Century Programming, Inc., Century Realty Corp., Century Shasta Cable Television Corp., Century Southwest Colorado Cable Television Corp., Century Telecommunications, Inc., Century Trinidad Cable Television Corp., Century Virginia Corp., Century Voice and Data Communications, Inc., Century Warrick Cable Corp., Century Washington Cable Television, Inc., Century Wyoming Cable Television Corp., Century-TCI California Communications, LP, Century-TCI California, LP, Century-TCI Holdings, LLC, Chelsea Communications, Inc., Chelsea Communications, LLC, Chestnut Street Services, LLC, Clear Cablevision, Inc., CMA Cablevision Associates VII, LP, CMA Cablevision Associates XI, LP, Coral Security, Inc., Cowlitz Cablevision, Inc., CP-MDU I LLC, CP-MDU II LLC, E. & E. Cable Service, Inc., Eastern Virginia Cablevision Holdings, LLC, Eastern Virginia Cablevision, LP, Empire Sports Network, LP, FAE Cable Management Corporation, FOP Indiana, LP, Frontier Vision Access Partners, LLC, FrontierVision Cable New England, Inc., FrontierVision Capital Corporation, FrontierVision Holdings Capital Corporation, FrontierVision Holdings Capital II Corporation, FrontierVision Holdings, LLC, FrontierVision Holdings, LP, FrontierVision Operating Partners, LLC, FrontierVision Operating Partners, LP, FrontierVision Partners, LP, Ft. Myers Acquisition Limited Partnership, Ft. Myers Cablevision, LLC, Genesis Cable Communications Subsidiary LLC, Global Acquisition Partners, LP, Global Cablevision II, LLC, Grafton Cable Company, GS Cable, LLC, GS Telecommunications LLC, Harron Cablevision of New Hampshire, Inc., Huntington CATV, Inc., Imperial Valley Cablevision, Inc., Kalamazoo County Cablevision, Inc., Key Biscayne Cablevision, Kootenai Cable, Inc., Lake Champlain Cable Television Corporation, Leadership Acquisition Limited Partnership, Louisa Cablevision, Inc., Manchester Cablevision, Inc., Martha's Vineyard Cablevision, LP, Mercury Communications, Inc., Mickelson Media of Florida, Inc., Mickelson Media, Inc., Montgomery Cablevision, Inc., Monument Colorado Cablevision, Inc., Mountain

Cable Communications Corporation, Mountain Cable Company, LP, Mt. Lebanon Cablevision, Inc., Multi-Channel TV Cable Company, National Cable Acquisition Associates, LP, Olympus Cable Holdings, LLC, Olympus Capital Corporation, Olympus Communications Holdings, LLC, Olympus Communications, LP, Olympus Subsidiary, LLC, Owensboro Indiana, LP, Owensboro on the Air, Inc., Owensboro-Brunswick, Inc., Page Time, Inc., Palm Beach Group Cable Joint Venture, Palm Beach Group Cable, Inc., Paragon Cable Television, Inc., Paragon Cablevision Construction Corporation, Paragon Cablevision Management Corporation, Parnassos Communications, LP, Parnassos Holdings, LLC, Parnassos, LP, Pericles Communications Corporation, Pullman TV Cable Co., Inc., RentaVision of Brunswick, Inc., Richmond Cable Television Corporation, Rigpal Communications, Inc., Robinson/Plum Cablevision, LP, S/T Cable Corporation, Sabres, Inc., Scranton Cablevision, Inc., Sentinel Communications of Muncie, Indiana, Inc., Southeast Florida Cable, Inc., Southwest Colorado Cable, Inc., Southwest Virginia Cable, Inc., Star Cable Inc., Starpoint Limited Partnership, SVHH Cable Acquisition, LP, SVHH Holdings, LLC, Tele-Media Company of Hopewell-Prince George, Tele-Media Company of Tri- States, LP, Tele-Media Investment Partnership, LP, Telesat Acquisition Limited Partnership, Telesat Acquisition, LLC, The Golf Club at Wending Creek Farms, LLC, The Main Internetworks, Inc., The Westover TV Cable Co. Incorporated, Three Rivers Cable Associates, LP, Timotheos Communications LP, TMC Holdings Corporation, TMC Holdings, LLC, Tri-States, LLC, UCA LLC, Upper St. Clair Cablevision, Inc., US Tele-Media Investment Company, Valley Video, Inc., Van Buren County Cablevision, me., Warrick Cablevision, Inc., Warrick Indiana, LP, Wellsville Cablevision, LLC, West Boca Acquisition Limited Partnership, Western NY Cablevision, LP, Westview Security, Inc., Wilderness Cable Company, Young's Cable TV Corp. and Yuma Cablevision, Inc.

THE AGENT BANKS AND THE INVESTMENT BANKS

21. Upon information and belief, Bank of America, N.A. ("BofA") is a national banking association acting out of its branch office located in the State of Texas. BofA is being sued individually and as agent for various banks currently or formerly parties to credit agreements described herein.

22. Upon information and belief, Banc of America Securities LLC ("BAS") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of North Carolina. Upon information and belief, BAS is an investment bank that is affiliated, and under common ownership and control, with BofA.

23. Upon information and belief, Bank of Montreal ("BMO") is a banking association organized under the laws of Canada, acting out of its branch office located in the State of Illinois. BMO is being sued individually and as agent for various banks currently or formerly parties to credit agreements described herein.

24. Upon information and belief, BMO Nesbitt Burns Corp. ("BMO NB") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of Illinois. Upon information and belief, BMO NB is an investment bank that is affiliated, and under common ownership and control, with BMO.

25. Upon information and belief, Wachovia Bank, National Association (f/k/a First Union National Bank) ("Wachovia") is a national banking association acting out of its branch office located in the State of Illinois. Wachovia is being sued individually and as agent for various banks currently or formerly parties to credit agreements described herein.

26. Upon information and belief, Wachovia Securities, Inc. (f/k/a First Union Securities, Inc.) ("Wachovia Securities") is a corporation organized under the laws of the State of North Carolina, with its principal place of business located in the State of North Carolina. Upon information and belief, Wachovia Securities is an investment bank that is affiliated, and under common ownership and control, with Wachovia.

27. Upon information and belief, Citibank, N.A. ("Citibank") is a national banking association that acts out of offices located, among other places, in the State of New York and the State of Delaware. Citibank is being sued individually and as agent for various banks currently or formerly parties to credit agreements described herein.

28. Upon information and belief, Citicorp USA, Inc. ("Citicorp") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Citicorp is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

29. Upon information and belief, Citigroup Financial Products, Inc. (f/k/a Salomon Brothers Holding Company, Inc.) ("SBHC") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

30. Upon information and belief, Citigroup Global Markets Holdings, Inc. (f/k/a Salomon Smith Barney Holdings, Inc.), d/b/a Salomon Smith Barney, Inc. ("SSB"), is a corporation organized under the laws of the State of New York, with its principal place of business located in the State of New York. Upon information and belief, SSB is an investment bank that is affiliated, and under common ownership and control, with Citibank, Citicorp and SBHC.

31. Upon information and belief, ABN AMRO Bank, N.V. ("ABN AMRO") is a banking association organized under the laws of the Netherlands, acting out of its branch office located in the State of Illinois. ABN AMRO is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

32. Upon information and belief, ABN AMRO Securities LLC ("ABN AMRO Securities") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Upon information and belief, ABN AMRO Securities is an investment bank that is affiliated, and under common ownership and control, with ABN AMRO.

33. Upon information and belief, Bank of New York Co., Inc. ("BONY") is a national banking association acting out of its branch office located in the State of New York. BONY is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

34. Upon information and belief, BNY Capital Corp. ("BNY Capital") is a corporation organized under the laws of the State of New York, with its principal place of business located in the State of New York. Upon information and belief, BNY Capital is an investment bank that is affiliated, and under common ownership and control, with BONY.

35. Upon information and belief, The Bank of Nova Scotia ("BNS") is a banking association organized under the laws of Nova Scotia, acting out of its branch office located in the State of New York. BNS is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

36. Upon information and belief, Scotia Capital (USA), Inc. ("Scotia Capital") is a corporation organized under the laws of the State of New York, with its principal place of business located in the State of New York. Upon information and belief, Scotia Capital is an investment bank that is affiliated, and under common ownership and control, with BNS.

37. Upon information and belief, Barclays Bank PLC ("Barclays") is a banking association under the laws of the United Kingdom, acting out of its branch office located in the State of New York. Barclays is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

38. Upon information and belief, Barclays Capital, Inc. ("Barclays Capital") is a corporation organized under the laws of the State of Connecticut, with its principal place of business located in the State of New York. Upon information and belief, Barclays Capital is an investment bank that is affiliated, and under common ownership and control, with Barclays.

39. Upon information and belief, CIBC, Inc. ("CIBC") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. CIBC is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

40. Upon information and belief, CIBC World Markets Corp. ("CIBC Securities") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Upon information and belief, CIBC Securities is an investment bank that is affiliated, and under common ownership and control, with CIBC.

41. Upon information and belief, JP Morgan Chase & Co. (f/k/a Chase Manhattan Corp.) ("Chase") is a national banking association acting out of its branch office located in the

State of New York. Chase is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

42. Upon information and belief, Chase Securities, Inc. ("Chase Securities") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Upon information and belief, Chase Securities is an investment bank that is affiliated, and under common ownership and control, with Chase.

43. Upon information and belief, Credit Lyonnais, New York Branch ("Credit Lyonnais") is a banking association organized under the laws of France, acting out of its branch of in the State of New York. Credit Lyonnais is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

44. Upon information and belief, Credit Lyonnais Securities (USA), Inc. ("Credit Lyonnais Securities") is a corporation organized under the laws of the State of New York, with its principal place of business located in the State of New York. Upon information and belief, Credit Lyonnais Securities is an investment bank that is affiliated, and under common ownership and control, with Credit Lyonnais.

45. Upon information and belief, Credit Suisse First Boston, New York Branch, ("CSFB") is a banking association organized under the laws of Switzerland, acting out of its branch office located in the State of New York. CSFB is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

46. Upon information and belief, Credit Suisse First Boston (USA) Inc. ("CSFB Securities") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Upon information and belief, CSFB

Securities is an investment bank that is affiliated, and under common ownership and control, with CSFB.

47. Upon information and belief, Deutsche Bank AG (f/k/a Bankers Trust Company) ("Deutsche Bank") is a banking association organized under the laws of Germany, acting out of its branch office located in the State of New York. Deutsche Bank is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

48. Upon information and belief, Deutsche Banc Alex Brown, Inc. (f/k/a BT Alex Brown, Inc.) ("Deutsche Bank Securities") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Upon information and belief, Deutsche Bank Securities is an investment bank that is affiliated, and under common ownership and control, with Deutsche Bank.

49. Upon information and belief, DLJ Capital Funding, Inc. ("DLJ") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. DLJ is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

50. Upon information and belief, Donaldson Lufkin & Jenrette, Inc. ("DLJ Securities") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Upon information and belief, DLJ Securities is an investment bank that is affiliated, and under common ownership and control, with DLJ.

51. Upon information and belief, Fleet National Bank ("Fleet") is a national banking association acting out of its branch office located in the Commonwealth of Massachusetts. Fleet

is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

52. Upon information and belief, Fleet Securities, Inc. ("Fleet Securities") is a corporation organized under the laws of the State of New York, with its principal place of business located in the State of New York. Upon information and belief, Fleet Securities is an investment bank that is affiliated, and under common ownership and control, with Fleet.

53. Upon information and belief, Merrill Lynch Capital Corp. ("Merrill Lynch") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Merrill Lynch is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

54. Upon information and belief, Merrill Lynch & Co., Inc. ("Merrill Lynch Securities") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Upon information and belief, Merrill Lynch Securities is an investment bank that is affiliated, and under common ownership and control, with Merrill Lynch.

55. Upon information and belief, Morgan Stanley Senior Funding, Inc. ("Morgan Stanley") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Morgan Stanley is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

56. Upon information and belief, Morgan Stanley & Co., Inc. ("Morgan Stanley Securities") is a corporation organized under the laws of the State of Delaware, with its principal

place of business located in the State of New York. Upon information and belief, Morgan Stanley Securities is an investment bank that is affiliated, and under common ownership and control, with Morgan Stanley.

57. Upon information and belief, PNC Bank Corp. ("PNC Bank") is a national banking association, acting out of its branch office located in the Commonwealth of Pennsylvania. PNC Bank is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

58. Upon information and belief, PNC Capital Markets, Inc. ("PNC Capital Markets") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the Commonwealth of Pennsylvania. Upon information and belief, PNC Capital Markets is an investment bank that is affiliated, and under common ownership and control, with PNC.

59. Upon information and belief, The Royal Bank of Scotland, plc ("Royal Bank of Scotland") is a banking association organized under the laws of the United Kingdom, acting out of its branch office located in the State of New York. Royal Bank of Scotland is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

60. Upon information and belief, Societe Generale, S.A. ("Societe Generale") is a banking association organized under the laws of France acting out of its branch office located in the State of New York. Societe Generale is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

61. Upon information and belief, SG Cowen Securities Corporation ("SG Cowen") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Upon information and belief, SG Cowen is an investment bank that is affiliated, and under common ownership and control, with Societe Generale.

62. Upon information and belief, SunTrust Banks, Inc. ("SunTrust") is a national banking association acting out of its branch office located in the State of Georgia. SunTrust is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

63. Upon information and belief, SunTrust Securities, Inc. ("SunTrust Securities") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of Georgia. Upon information and belief, SunTrust Securities is an investment bank that is affiliated, and under common ownership and control, with SunTrust.

64. Upon information and belief, Toronto Dominion (Texas), Inc. ("TDI") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of Texas. TDI is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

65. Upon information and belief, TD Securities (USA) Inc. ("TD Securities") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York. Upon information and belief, TD Securities is an investment bank that is affiliated, and under common ownership and control, with TDI.

66. Upon information and belief, The Fuji Bank, Limited ("Fuji Bank") is a banking association organized under the laws of Japan, acting out of its branch office located in the State of New York. Fuji Bank is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

67. Upon information and belief, The Mitsubishi Trust and Banking Corporation ("Mitsubishi Trust") is a corporation organized under the laws of Japan, acting out of its branch office located in the State of New York. Mitsubishi Trust is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

68. Upon information and belief, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland," New York Branch ("Rabobank") is a banking association organized under the laws of the Netherlands, acting out of its branch office located in the State of New York. Rabobank is being sued individually and as an agent for various banks currently or formerly parties to credit agreements described herein.

69. BofA, BMO, Wachovia, Citibank, Citicorp, ABN AMRO, BONY, BNS, Barclays, CIBC, Chase, Credit Lyonnais, CSFB, Deutsche Bank, DLJ, Fleet, Merrill Lynch, Morgan Stanley, PNC Bank, Royal Bank of Scotland, Societe Generale, SunTrust, TDI, Fuji Bank, Mitsubishi Trust, and Rabobank are collectively referred to herein as the "Agent Banks."

70. BAS, BMO NB, Wachovia Securities, SSB, ABN AMRO Securities, BNY Capital Markets, Scotia Capital, Barclays Capital, CIBC Securities, Chase Securities, Credit Lyonnais Securities, CSFB Securities, Deutsche Bank Securities, DLJ Securities, Fleet Securities, Merrill Lynch Securities, Morgan Stanley Securities, PNC Capital Markets, Royal

Bank of Scotland, SG Cowen, SunTrust Securities, and TD Securities are collectively referred to herein as the "Investment Banks."

THE NON-AGENT BANKS

71. Upon information and belief, Bayerische Landesbank Girozentrale ("BLG") is a banking association organized under the laws Germany, acting of if its branch office located in the State of New York.

72. Upon information and belief, Credit Industriel Et Commercial ("Credit Industriel") is a banking association organized under the laws of France, acting out of its branch office in the State of New York.

73. Upon information and belief, CypressTree Investment Fund, LLC ("CypressTree") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

74. Upon information and belief, Debt Strategies, Inc. ("Merrill Lynch Debt Fund") is a corporation organized under the laws of the State of Maryland, with its principal place of business located in the State of New Jersey.

75. Upon information and belief, DG Bank Deutsche Genossenschaftsbank ("DG Bank") is a banking association organized under the laws of Germany, acting out of its branch office located in the State of New York.

76. Upon information and belief, Farmers & Merchants Bancorp Inc. ("FMB") is a corporation organized under the laws of the State of Ohio, with its principal place of business located in the State of Ohio.

77. Upon information and belief, Fifth Third Bancorp ("Fifth Third") is a corporation organized under the laws of the State of Ohio, with its principal place of business located in the State of Ohio.

78. Upon information and belief, First Allmerica Financial Life Insurance Company ("First Allmerica") is a corporation organized under the laws of the State of Maine, with its principal place of business located in the State of Maine.

79. Upon information and belief, Firstar Bank, N.A. ("Firstar Bank") is a national banking association acting out of its branch office located in the State of Illinois.

80. Upon information and belief, Foothill Income Trust II, L.P. ("Foothill") is a limited partnership organized under the laws of the State of Delaware, with its principal place of business located in the State of California.

81. Upon information and belief, Franklin Floating Rate Trust ("Franklin Trust") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of California.

82. Upon information and belief, Jackson National Life Insurance Company ("Jackson National") is a corporation organized under the laws of the State of Michigan, with its principal place of business located in the State of Michigan.

83. Upon information and belief, Kemper Floating Rate Fund ("Kemper Fund") is an investment company organized under the laws of the Commonwealth of Massachusetts, with its principal place of business located in the State of Illinois.

84. Upon information and belief, KZH Cypresstree-1 LLC ("KZH Cypresstree") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

85. Upon information and belief, KZH III LLC ("KZH III") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

86. Upon information and belief, KZH ING-2 LLC ("KZH ING") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

87. Upon information and belief, KZH Langdale LLC ("KZH Langdale") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

88. Upon information and belief, KZH Pondview LLC ("KZH Pondview ") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

89. Upon information and belief, KZH Shoshone LLC ("KZH Shoshone") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

90. Upon information and belief, KZH Waterside LLC ("KZH Waterside") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

91. Upon information and belief, Liberty Floating Rate Advantage Fund (f/k/a Liberty-Stein Roe Advisor Floating Rate Advantage Fund) ("Liberty-Stein") is an investment company organized under the laws of the Commonwealth of Massachusetts, with its principal place of business located in the Commonwealth of Massachusetts.

92. Upon information and belief, Master Senior Floating Rate Trust ("Merrill Lynch Trust") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New Jersey.

93. Upon information and belief, Meespierson Capital Corp. ("Meespierson") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of Connecticut.

94. Upon information and belief, Mellon Bank, N.A. ("Mellon Bank") is a national banking association acting out of its branch office located in the State of Texas.

95. Upon information and belief, Merrill Lynch Senior Floating Rate Fund, Inc. ("Merrill Lynch Floating Rate Fund") is a corporation organized under the laws of the State of Maryland, with its principal place of business located in the State of New Jersey.

96. Upon information and belief, Natexis Banques Populaires Group ("Natexis") is a banking association organized under the laws of France, acting out of its branch office located in the State of New Jersey.

97. Upon information and belief, National City Bank of Pennsylvania ("NCBP") is a national banking association, acting out of its branch office located in the Commonwealth of Pennsylvania.

98. Upon information and belief, North American Senior Floating Rate Fund, Inc. ("Cypress Tree Floating Rate Fund") is an investment company organized under the laws of the State of Maryland, with its principal place of business located in the Commonwealth of Massachusetts.

99. Upon information and belief, Olympic Funding Trust, Series 1999 ("Olympic Funding") is an investment company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

100. Upon information and belief, Oppenheimer Senior Floating Rate Fund ("Oppenheimer") is an investment company organized under the laws of the Commonwealth of Massachusetts, with its principal place of business located in the State of New York.

101. Upon information and belief, Pinehurst Trading, Inc. ("Pinehurst") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

102. Upon information and belief, Principal Life Insurance Company ("Principal Life") is a corporation organized under the laws of the State of Iowa, with its principal place of business located in the State of Iowa.

103. Upon information and belief, Riviera Funding LLC ("Riviera Funding") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of North Carolina.

104. Upon information and belief, Royal Bank of Canada ("Royal Bank of Canada") is a banking association organized under the laws of Canada, acting out of its branch office located in the State of New York.

105. Upon information and belief, Senior High Income Portfolio, Inc. ("Merrill Lynch Portfolio") is a corporation organized under the laws of the State of Maryland, with its principal place of business located in the State of New Jersey.

106. Upon information and belief, Stanwich Loan Funding LLC ("Stanwich") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

107. Upon information and belief, Stein Roe Floating Rate Limited Liability Company ("Stein Roe") is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in the Commonwealth of Massachusetts.

108. Upon information and belief, Sumitomo Mitsui Banking Corporation ("Sumitomo") is a corporation organized under the laws of the Japan, with its principal place of business located in the State of New York.

109. Upon information and belief, The Dai-Ichi Kangyo Bank, Ltd. ("Dai-Ichi Kangyo") is a banking association organized under the laws of Japan, acting out of its branch office located in the State New York.

110. Upon information and belief, The Industrial Bank of Japan, Limited ("Industrial Bank of Japan") is a banking association organized under the laws of Japan, acting out of its branch office located in the State of New York.

111. Upon information and belief, The Toronto-Dominion Bank ("Toronto Dominion") is a banking association organized under the laws of Canada, acting out its branch office located in the State of New York.

112. Upon information and belief, U.S. Bank National Association ("U.S. Bank") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of Nebraska.

113. Upon information and belief, UBS AG, Stamford Branch ("UBS") is a banking association organized under the laws of Switzerland, acting out of its branch office located in the State of Connecticut.

114. Upon information and belief, United of Omaha Life Insurance Company ("United of Omaha") is a corporation organized under the laws of the State of Nebraska, with its principal place of business located in the State of Nebraska.

THE NON-CO-BORROWING BANKS

115. Upon information and belief, Bank One, N.A. ("Bank One") is a national banking association acting out of its branch office located in the State of New York.

116. Upon information and belief, BankBoston, N.A. ("BankBoston") is a national banking association acting out of its branch office located in the Commonwealth of Massachusetts.

117. Upon information and belief, Banque Nationale de Paris ("BNP") is a banking association organized under the laws of France, acting out of its branch office located in the State of New York.

118. Upon information and belief, Bayerische Hypound Vereinsbank AG ("BHV") is a banking association organized under the laws of Germany, acting out of its branch office located in the State of New York.

119. Upon information and belief, BNP Paribas ("Bank Paribas") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

120. Upon information and belief, Citizens Bank of Rhode Island ("CBRI") is a national banking association acting out of its branch office located in the State of Rhode Island.

121. Upon information and belief, Credit Agricole Indosuez ("CAI") is a banking association organized under the laws of France, acting out of its branch office located in the State of New York.

122. Upon information and belief, Credit Locale de France — New York Agency ("Credit Locale") is a banking association organized under the laws of France, acting out of its branch office located in the State of New York.

123. Upon information and belief, Dresdner Bank AG ("Dresdner Bank") is a banking association organized under the laws of Germany, acting out of its branch office located in the State of New York.

124. Upon information and belief, First Hawaiian Bank ("First Hawaiian") is a national banking association acting out of its branch office located in the State of Hawaii.

125. Upon information and belief, First National Bank of Chicago ("FNBC") is a national banking association acting out of its branch office located in the State of Illinois.

126. Upon information and belief, First National Bank of Maryland ("FNBM") is a national banking association acting out of its branch office located in the State of Maryland.

127. Upon information and belief, General Electric Capital Corporation ("GECC") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of Connecticut.

128. Upon information and belief, Goldman Sachs Credit Partners, L.P. ("GSLP") is a limited partnership organized under the laws of Bermuda, with its principal place of business located in the State of New York.

129. Upon information and belief, ING Prime Rate Trust (f/k/a Pilgrim America Prime Rate Trust) ("ING Trust") is an investment company organized under the laws of the Commonwealth of Massachusetts, with its principal place of business located in the State of Arizona.

130. Upon information and belief, KZH Holding Corporation III ("KZH Holding") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

131. Upon information and belief, Manufacturers and Traders Trust Company ("MTTC") is a national banking association acting out of its branch office located in the State of New York.

132. Upon information and belief, Morgan Guaranty Trust Company ("Morgan Guaranty") is a corporation organized under the laws of the State of New York, with its principal place of business located in the State of New York.

133. Upon information and belief, Octagon Credit Investors Loan Portfolio ("Octagon") is an investment company organized under the laws of the State of New York, with its principal place of business located in the State of New York.

134. Upon information and belief, PFL Life Insurance Company ("PFL Life") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of Connecticut.

135. Upon information and belief, Royalton Company ("Royalton") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

136. Upon information and belief, The Long-Term Credit Bank of Japan ("Long-Term Credit") is a banking association organized under the laws of Japan, acting out of its branch office located in the State of New York.

137. Upon information and belief, The Travelers Insurance Company ("Travelers") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of Connecticut.

138. Upon information and belief, Union Bank of California, N.A. ("UBC") is a national banking association acting out of its branch office located in the State of California.

139. Upon information and belief, Van Kampen American Capital Prime Rate Trust ("Van Kampen Trust") is an investment company organized under the laws of the Commonwealth of Massachusetts, with its principal place of business located in the State of Illinois.

140. Upon information and belief, Webster Bank ("Webster Bank") is a national banking association acting out of its branch office located in the State of Connecticut.

141. Upon information and belief, Goldman Sachs & Co. ("Goldman Sachs") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the State of New York.

142. Upon information and belief, HSBC Bank USA ("HSBC") is a national banking association, acting out of its branch office located in the State of New York.

143. Upon information and belief, Key Bank of New York ("Key Bank") is a national banking association, acting out of its branch office located in the State of New York.

THE ASSIGNEES

144. Upon information and belief, Abbey National Treasury Services is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

145. Upon information and belief, Addison CDO, Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

146. Upon information and belief, AG Capital Funding is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

147. Upon information and belief, AIM Floating Rate Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

148. Upon information and belief, AIMCO CLO Series, 2000-A is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

149. Upon information and belief, AIMCO CLO Series, 2001-A is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

150. Upon information and belief, Allstate Investments, LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

151. Upon information and belief, Allstate Life Insurance Co. is an insurance company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

152. Upon information and belief, Alpha US Fund II, LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

153. Upon information and belief, Amaranth Fund, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Connecticut.

154. Upon information and belief, AMMC CDO I, Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Ohio.

155. Upon information and belief, AMMC CDO II Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Ohio.

156. Upon information and belief, Apex (IDM) CDO I Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

157. Upon information and belief, Apex (Trimaran) CDO I, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

158. Upon information and belief, Archimedes Funding II Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

159. Upon information and belief, Archimedes Funding III Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

160. Upon information and belief, Archimedes Funding IV Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

161. Upon information and belief, Ares Finance-11 Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

162. Upon information and belief, Ares CLO Management LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

163. Upon information and belief, Ares Leveraged Investment Fund II, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

164. Upon information and belief, Ares III CLO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

165. Upon information and belief, Ares IV CLO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

166. Upon information and belief, Ares V CLO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

167. Upon information and belief, Ares VI CLO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

168. Upon information and belief, Athena CDO Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

169. Upon information and belief, Aurum CLO 2002 - Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

170. Upon information and belief, Avalon Capital Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

171. Upon information and belief, Avalon Capital Ltd. 2 is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

172. Upon information and belief, B & W Master Tobacco Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

173. Upon information and belief, Balanced High Yield Fund II Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

174. Upon information and belief, Ballyrock CDO I Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

175. Upon information and belief, Bear Stearns Investment Products is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

176. Upon information and belief, Bear, Stearns & Co., Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

177. Upon information and belief, Blue Square Funding Series 3 is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

178. Upon information and belief, Boston Income Portfolio is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

179. Upon information and belief, Broad Foundation is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

180. Upon information and belief, California Public Employees Retirement System is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

181. Upon information and belief, Captiva IV Finance Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

182. Upon information and belief, Caravelle Investment Fund II, L.L.C. is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

183. Upon information and belief, Carlyle High Yield Partners II, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

184. Upon information and belief, Centurion CDO II Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Minnesota.

185. Upon information and belief, Centurion CDO III, Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Minnesota.

186. Upon information and belief, Century Interest is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

187. Upon information and belief, Century Post Petition Interest is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

188. Upon information and belief, Ceres II Finance Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

189. Upon information and belief, Charter View Portfolio is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

190. Upon information and belief, CIGNA Investments, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Connecticut.

191. Upon information and belief, Citadel Hill 2000 Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

192. Upon information and belief, Clydesdale CLO 2001-1 Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New Jersey.

193. Upon information and belief, Columbus Loan Funding Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Connecticut.

194. Upon information and belief, Constantinus Baton Vance CDO V Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

195. Upon information and belief, Continental Casualty Company is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

196. Upon information and belief, CSAM Funding I is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

197. Upon information and belief, CSAM Funding II is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

198. Upon information and belief, D.E. Shaw & Co. LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

199. Upon information and belief, D.E. Shaw Laminar Portfolios, LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

200. Upon information and belief, DB Structured Products, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

201. Upon information and belief, Debt Strategies Fund II, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New Jersey.

202. Upon information and belief, Debt Strategies Fund III, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New Jersey.

203. Upon information and belief, Delano Company #274 is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

204. Upon information and belief, DZ Bank AG Deutsche Zentral-Genossenschaftsbank is a financial institution engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

205. Upon information and belief, Eaton Vance CDO II Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

206. Upon information and belief, Eaton Vance Institutional Senior Loan Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

207. Upon information and belief, Eaton Vance Management is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

208. Upon information and belief, Eaton Vance Senior Income Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

209. Upon information and belief, ELC Cayman Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

210. Upon information and belief, ELC (Cayman) Ltd. CDO Series 1999-1 is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

211. Upon information and belief, ELC (Cayman) Ltd. Series 1999-1 is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

212. Upon information and belief, ELC Cayman Ltd. 1999-III is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

213. Upon information and belief, ELC (Cayman) Ltd. 2000-1 is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

214. Upon information and belief, ELF Funding Trust I is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

215. Upon information and belief, ELF Funding Trust III is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

216. Upon information and belief, Eli Broad is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

217. Upon information and belief, Emerald Orchard Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

218. Upon information and belief, Endurance CLO I, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

219. Upon information and belief, Erste Bank New York is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

220. Upon information and belief, Evergreen Funding Ltd., Co. is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Indiana.

221. Upon information and belief, FC CBO IV Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

222. Upon information and belief, Fidelity Advisor Floating Rate High Income Fund (161) is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

223. Upon information and belief, Fidelity Advisors Series II: Fidelity Advisor Floating Rate High Income Fund is an investment company engaged in the business of, among

other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

224. Upon information and belief, Fidelity Charles Street Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

225. Upon information and belief, Fidelity High Yield Collective is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

226. Upon information and belief, Fidelity School Street Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

227. Upon information and belief, First Dominion Funding I is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

228. Upon information and belief, First Dominion Funding II is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

229. Upon information and belief, First Dominion Funding III is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

230. Upon information and belief, Flagship CLO 2001-1 is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

231. Upon information and belief, Flagship CLO II is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

232. Upon information and belief, Fortis Capital Corp. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Connecticut.

233. Upon information and belief, Franklin Advisor, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

234. Upon information and belief, Franklin CLO I, Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

235. Upon information and belief, Franklin CLO II, Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

236. Upon information and belief, Franklin CLO III, Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

237. Upon information and belief, Franklin Floating Rate Daily Access Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

238. Upon information and belief, Franklin Floating Rate Master Series is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

239. Upon information and belief, Franklin Floating Rate Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

240. Upon information and belief, Galaxy CLO 1999-1 Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

241. Upon information and belief, Gleneagles Trading LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

242. Upon information and belief, Goldentree Loan Opportunities I, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

243. Upon information and belief, Goldentree Loan Opportunities II, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

244. Upon information and belief, Goldentree High Yield Master Fund, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

245. Upon information and belief, Goldentree High Yield Opportunities II, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

246. Upon information and belief, Grayson & Co. is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

247. Upon information and belief, Great Point CLO 1999-1 Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

248. Upon information and belief, Greystone CLO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

249. Upon information and belief, GSC Recovery IIA, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New Jersey.

250. Upon information and belief, GT High Yield Value Master Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

251. Upon information and belief, Halcyon Fund, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

252. Upon information and belief, Hamilton CDO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

253. Upon information and belief, Harbour Town Funding LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

254. Upon information and belief, Harbourview CDO II Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Colorado.

255. Upon information and belief, Harbourview CLO IV, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Colorado.

256. Upon information and belief, Harch CLO I, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Florida.

257. Upon information and belief, High Income Portfolio is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

258. Upon information and belief, Highland Legacy Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

259. Upon information and belief, Highland Loan Funding V Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

260. Upon information and belief, Highland Offshore Partners is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

261. Upon information and belief, IBJ Whitehall Funding 2001 Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Delaware.

262. Upon information and belief, IDS Life Insurance Company is an insurance company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

263. Upon information and belief, Indosuez Capital Funding IIA, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

264. Upon information and belief, Indosuez Capital Funding IV, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

265. Upon information and belief, ING Pilgrim Senior Income Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Arizona.

266. Upon information and belief, ING Senior Income Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Arizona.

267. Upon information and belief, Investment Fund II LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

268. Upon information and belief, Investment Partners I is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

269. Upon information and belief, J.H. Whitney Market Value Fund, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Connecticut.

270. Upon information and belief, Jissekikun Funding, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

271. Upon information and belief, Jupiter Loan Funding LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

272. Upon information and belief, Katonah I, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

273. Upon information and belief, Katonah II Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

274. Upon information and belief, Katonah III Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

275. Upon information and belief, King Street Capital, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

276. Upon information and belief, KZH CNC LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

277. Upon information and belief, KZH Highland-2 LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

278. Upon information and belief, KZH ING-1 LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

279. Upon information and belief, KZH ING-3 LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

280. Upon information and belief, KZH Pamco LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

281. Upon information and belief, KZH Soleil LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

282. Upon information and belief, KZH Soleil-2 LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

283. Upon information and belief, KZH Sterling LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

284. Upon information and belief, Landmark CDO Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Connecticut.

285. Upon information and belief, LCM I Limited Partnership is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

286. Upon information and belief, Lehman Commercial Paper, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

287. Upon information and belief, Longhorn CDO (Cayman) Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New Jersey.

288. Upon information and belief, Longhorn II CDO (Cayman) Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New Jersey.

289. Upon information and belief, Magnetite Asset Investors L.L.C. is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

290. Upon information and belief, Merrill Lynch Debt Strategies Fund II, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New Jersey.

291. Upon information and belief, Merrill Lynch Global Investment Series: Income Strategies Portfolio is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New Jersey.

292. Upon information and belief, Mizuho Corporate Bank, Ltd. is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

293. Upon information and belief, ML CLO XV Pilgrim America (Cayman) Ltd. is a limited partnership investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Arizona.

294. Upon information and belief, ML CLO XX Pilgrim America (Cayman) Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Arizona.

295. Upon information and belief, Monument Capital Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

296. Upon information and belief, Morgan Stanley Emerging Markets, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

297. Upon information and belief, Morgan Stanley Prime Income Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

298. Upon information and belief, Mountain Capital CLO I is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

299. Upon information and belief, Mountain Capital CLO II is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

300. Upon information and belief, Muirfield Trading, LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

301. Upon information and belief, Muzinich Cashflow CBO II Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Cayman Islands.

302. Upon information and belief, MW Post Opportunity Offshore Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

303. Upon information and belief, MW Post Portfolio Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

304. Upon information and belief, Nationwide Life and Annuity Insurance Company is an insurance company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Ohio.

305. Upon information and belief, Nationwide Mutual Insurance Company is an insurance company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Ohio.

306. Upon information and belief, Nemean CLO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

307. Upon information and belief, New Alliance Global CDO, Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

308. Upon information and belief, New York Life Insurance and Annuity Co. is an insurance company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Ohio.

309. Upon information and belief, Nomura Bond & Loan Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

310. Upon information and belief, Northwoods Capital, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

311. Upon information and belief, Northwoods Capital II, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

312. Upon information and belief, Northwoods Capital III, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

313. Upon information and belief, Nuveen Floating Rate Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

314. Upon information and belief, Nuveen Senior Income Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

315. Upon information and belief, Oak Hill CLO Management I LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

316. Upon information and belief, Oak Hill Credit Partners I Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

317. Upon information and belief, Oak Hill Fund II, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

318. Upon information and belief, Oak Hill Securities Fund, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

319. Upon information and belief, Opportunity Fund, LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

320. Upon information and belief, Oryx CLO, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

321. Upon information and belief, Owl Creek Asset Management, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

322. Upon information and belief, Oxford Strategic Income Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

323. Upon information and belief, Pacifica Partners I, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

324. Upon information and belief, Pam Capital Funding L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

325. Upon information and belief, Pamco Cayman Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

326. Upon information and belief, Perry Principals LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

327. Upon information and belief, Phoenix-Goodwin High Yield Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Maryland.

328. Upon information and belief, Pilgrim CLO 1999-1 Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Arizona.

329. Upon information and belief, Pilgrim Senior Income Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Arizona.

330. Upon information and belief, Pimco Corporate Income Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

331. Upon information and belief, Post Balanced Fund, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

332. Upon information and belief, Post High Yield L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

333. Upon information and belief, Post Opportunity Fund, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

334. Upon information and belief, Post Opportunity Offshore Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

335. Upon information and belief, PPM Shadow Creek Funding LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

336. Upon information and belief, PPM-Spyglass Funding Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

337. Upon information and belief, Providence Capital LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Minnesota.

338. Upon information and belief, Prudential Insurance Company of America is an insurance company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New Jersey.

339. Upon information and belief, Putnam Diversified Income Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

340. Upon information and belief, Putnam High Yield Advantage Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

341. Upon information and belief, Putnam High Yield Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

342. Upon information and belief, Putnam Master Income Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

343. Upon information and belief, Putnam Master Intermediate Income Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

344. Upon information and belief, Putnam Premier Income Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

345. Upon information and belief, Putnam Variable Trust - PVT Diversified Income Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

346. Upon information and belief, Putnam Variable Trust - PVT High Yield Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

347. Upon information and belief, QDRF Master Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

348. Upon information and belief, Quantum Partners LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

349. Upon information and belief, Race Point CLO, Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

350. Upon information and belief, Redwood Master Fund, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Ohio.

351. Upon information and belief, Reliance Standard Life Insurance Company is an insurance company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Pennsylvania.

352. Upon information and belief, Restoration Funding CLO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

353. Upon information and belief, Rosemont CLO, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

354. Upon information and belief, Safety National Casualty Corp. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Missouri.

355. Upon information and belief, Sankaty High Yield Partners II, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

356. Upon information and belief, Satellite Senior Income Fund, LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

357. Upon information and belief, Sawgrass Trading LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

358. Upon information and belief, Scudder Floating Rate Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

359. Upon information and belief, Seaboard CLO 2000 Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Delaware.

360. Upon information and belief, Seneca Capital, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

361. Upon information and belief, Senior Debt Portfolio is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

362. Upon information and belief, Sequils - Centurion V Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

363. Upon information and belief, Sequils - Cumberland I, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

364. Upon information and belief, Sequils-ING (HBDGM) Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

365. Upon information and belief, Sequils-Liberty, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

366. Upon information and belief, Sequils-Magnum Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

367. Upon information and belief, Sequils-Pilgrim I, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Arizona.

368. Upon information and belief, Sierra CLO I Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

369. Upon information and belief, Signature 1A (Cayman, Ltd.) is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

370. Upon information and belief, Skandinaviska Enskilda Banken (AB) is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

371. Upon information and belief, SL Loans I Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

372. Upon information and belief, SOF Investments, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

373. Upon information and belief, Sprugos Investments IV, LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

374. Upon information and belief, SRF 2000 LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

375. Upon information and belief, SRS Strategies (Cayman), L.P. is limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

376. Upon information and belief, SRV-Highland, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Texas.

377. Upon information and belief, Stanfield Arbitrage CDO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

378. Upon information and belief, Stanfield CLO, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

379. Upon information and belief, Stanfield Quattro CLO, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

380. Upon information and belief, Stanfield RMF Transatlantic CDO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

381. Upon information and belief, State of South Dakota Retirement System is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

382. Upon information and belief, Stein Roe & Farnham CLO I Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

383. Upon information and belief, Stephen Adams Living Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

384. Upon information and belief, SunAmerica Senior Floating Rate Fund, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the Commonwealth of Massachusetts.

385. Upon information and belief, Syndicated Loan Funding Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

386. Upon information and belief, The ING Capital Senior Secured High Income Holdings Fund, Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of California.

387. Upon information and belief, The President & Fellows of Harvard College is an institution engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

388. Upon information and belief, Third Avenue Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

389. Upon information and belief, Thracia LLC is a limited liability company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

390. Upon information and belief, Travelers Corporate Loan Fund, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Connecticut.

391. Upon information and belief, Tryon CLO Ltd. 2000-1 is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

392. Upon information and belief, Tuscany CDO Ltd. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Michigan.

393. Upon information and belief, Tyler Trading, Inc. is a corporation engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of North Carolina.

394. Upon information and belief, University of Chicago is an institution engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

395. Upon information and belief, Van Kampen Prime Rate Income Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

396. Upon information and belief, Van Kampen Senior Floating Rate Fund is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

397. Upon information and belief, Van Kampen Senior Income Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Illinois.

398. Upon information and belief, Venture CDO 2002, Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

399. Upon information and belief, Westminster Bank PLC is a financial institution engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Ohio.

400. Upon information and belief, Whitney Private Debt Fund, L.P. is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Connecticut.

401. Upon information and belief, Windsor Loan Funding, Limited is a limited partnership engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of New York.

402. Upon information and belief, Winged Foot Fund Trust is an investment company engaged in the business of, among other things, acquiring bank debt, with its principal place of business located in the State of Connecticut.

403. The true names, identities and capacities of the Defendants sued herein as John Doe Nos. 1-100; and John Doe, Inc., Nos. 1-100 are unknown to Plaintiffs. These fictitiously named Defendants hold, or at one time held, some or all of the right, title and interest in one or more of the Co-Borrowing and Non-Co-Borrowing Credit Facilities described herein. As and when the names, identities and capacities of these fictitiously named Defendants become known, Plaintiffs will amend this Complaint to set forth these Defendants' true names, identities and capacities and otherwise proceed against them as if they had been named as parties upon the

commencement of this adversary proceeding in accordance with Rules 15 and 25 of the Federal Rules of Civil Procedure.

404. The parties identified in paragraphs 144 through 403, above, are collectively referred to herein as the "Assignees."

THE RIGAS FAMILY ENTITIES

405. Upon information and belief, Hilton Head Communications, L.P. ("Hilton Head") is a limited partnership organized under the laws of the State of Delaware, with its principal place of business located in the Commonwealth of Pennsylvania.

406. Upon information and belief, Highland Prestige of Georgia, Inc. ("Highland Prestige") is a corporation organized under the laws of the State of Delaware, with its principal place of business located in the Commonwealth of Pennsylvania.

407. Upon information and belief, Highland Video Associates, L.P. ("Highland Video") is a limited partnership organized under the laws of the Commonwealth of Pennsylvania, with its principal place of business located in the Commonwealth of Pennsylvania.

408. Upon information and belief, Highland Communications LLC ("Highland Communications") is a limited liability company organized under the laws of the Commonwealth of Pennsylvania, with its principal place of business located in the Commonwealth of Pennsylvania.

409. Upon information and belief, Highland Preferred Communications LLC ("Highland Preferred") is a limited liability company organized under the laws of the

Commonwealth of Pennsylvania, with its principal place of business located in the Commonwealth of Pennsylvania.

410. Upon information and belief, Coudersport Cable and Television Company ("CCT") is a corporation organized under the laws of the Commonwealth of Pennsylvania, with its principal place of business located in the Commonwealth of Pennsylvania.

411. Hilton Head, Highland Prestige, Highland Video, Highland Communications, Highland Preferred, CCT and other entities wholly-owned by the Rigas Family are collectively referred to herein as the "RFEs." Neither Adelphia nor any of its direct or indirect subsidiaries owned or owns any interest in any of the RFEs.

FACTS

A. The Rigas Family's Ownership And Control Of The Debtors.

412. In or about 1952, John Rigas entered the cable business by acquiring a small cable system located in Coudersport, Pennsylvania. Over the next fifty years, this company, now known as Adelphia Communications Corporation, became the sixth largest cable provider in the United States.

413. At all relevant times, members of the Rigas Family, principally John Rigas and his three sons, Timothy, Michael and James Rigas (collectively, the "Rigas Family"), with substantial assistance from two senior Adelphia executives, James Brown ("Brown") and Michael Mulcahey ("Mulcahey"), held all of the most senior positions of the Debtors. John Rigas was Adelphia's President and Chief Executive Officer; Timothy Rigas was Adelphia's Executive Vice-President, Chief Financial Officer, Chief Accounting Officer and Treasurer; Michael Rigas was Adelphia's Executive Vice-President in charge of operations; and James Rigas was

Adelphia's Executive Vice-President in Charge of Strategic Planning. The Rigas Family also controlled the operations of each of Adelphia's direct and indirect subsidiaries and the RFEs, and made, or approved of, the major business decisions on behalf of the Debtors. The Rigas Family caused the Debtors to engage in all acts or omissions alleged herein to have been made by the Debtors, with the assistance of Brown, Mulcahey and other senior executives of the Debtors who were complicit in the fraud.

414. The Rigas Family also maintained a majority of the voting power of Adelphia's shares through its ownership of nearly all of Adelphia's issued and outstanding Class B shares of common stock, each of which carried ten times the voting power of an Adelphia Class A share. At all relevant times, Adelphia's Class A stock and debt securities (along with certain debt securities issued by indirect Adelphia subsidiaries) were publicly traded and listed on one or more national exchanges.

415. Prior to each of their resignations in May 2002, members of the Rigas Family had a majority of the nine seats on Adelphia's Board of Directors and occupied all of its senior management positions. John Rigas was Chairman of the Board of Adelphia, and Michael, Timothy and James Rigas each were directors of Adelphia. A relative of the Rigas Family, Peter Venetis, also was a director and under the control of the Rigas Family.

416. The Rigas Family's ubiquitous position within Adelphia enabled it to conceal the nature and extent of its fraudulent conduct from at least some of the independent members of Adelphia's Board of Directors, creditors (other than Defendants) and other constituents. No aspect of the fraud was revealed to at least some of Adelphia's independent directors or officers who could have and would have acted to stop the fraud had it been disclosed to them prior to 2002. Indeed, when the fraud was disclosed to at least some of the independent directors in

March 2002, they acted swiftly to investigate it and ultimately to terminate the Rigas Family's management of the Debtors.

B. **The Debtors' Credit Facilities.**

417. Beginning in 1998, the Debtors and the Rigas Family engaged in an acquisition campaign to expand the Debtors' subscriber base and to become one of the largest cable companies in the country. The Debtors financed these acquisitions by incurring billions of dollars of bank debt and through other debt and equity offerings. As more fully described below, however, the Debtors and the Rigas Family used the bank debt they incurred to perpetrate a massive fraud on creditors other than Defendants. The bank debt facilities outstanding as of the Petition Date are identified below.

1. **The Non-Co-Borrowing Facilities.**

a. **The Frontiervision Credit Facility.**

418. Pursuant to a Second Amended and Restated Credit Agreement, dated as of December 19, 1997 (as amended on October 7, 1998, July 15, 1999 and March 2, 2001, the "Frontiervision Credit Agreement"), an Adelphia indirect subsidiary — Frontiervision Operating Partners, L.P. — entered into an $800 million facility with various lenders, comprising two separate term loans of $250 million each and a $300 million revolving line of credit. Other indirect subsidiaries of Adelphia, including Frontiervision Capital Corporation, Frontiervision Cable New England, Inc., Adelphia Communications of California III, LLC, FOP Indiana, L.P., and The Maine Internetworks, Inc.,[2] guaranteed the repayment of funds drawn under the facility pursuant to a Subsidiary Guaranty Agreement, dated as of December 19, 1997 (collectively, the

[2] Each of the Debtors that are obligors, pledgers or guarantors of indebtedness under the Frontiervision Facility are referred to herein as the "Frontiervision Debtors."

"Frontiervision Guaranty Agreements"). Frontiervision Operating Partners, L.P., pledged all of its assets (including the stock of its subsidiaries) to secure repayment pursuant to a Security Agreement, as amended, dated as of December 19, 1997 (the "Frontiervision Security Agreement"). Other Adelphia indirect subsidiaries, including Frontiervision Holdings, L.P. and Frontiervision Operating Partners, LLC, guaranteed the repayment of funds drawn under the facility, and pledged their respective partnership interests in Frontiervision Operating Partners, L.P. to secure repayment pursuant to a Partner Pledge Agreement, as amended, dated as of December 19, 1997 (the "Frontiervision Partner Pledge Agreements"). Frontiervision Holdings, L.P., also pledged its holdings in its subsidiary, Frontiervision Operating Partners, LLC, to secure repayment pursuant to a Stock Pledge Agreement, as amended, dated as of December 19, 1997 (the "Frontiervision Stock Pledge Agreement," and together with the Frontiervision Credit Agreement, the Frontiervision Security Agreement, the Frontiervision Guaranty Agreements, the Frontiervision Partner Pledge Agreements and all related agreements, the "Frontiervision Credit Facility").

419. Chase acted as Administrative Agent, J.P. Morgan Securities, Inc. acted as Syndication Agent, and CIBC acted as Documentation Agent under the Frontiervision Credit Facility. Other defendants participating in the Frontiervision Credit Facility include Morgan Guaranty, BMO, FNBC, Wachovia, Long-Term Credit, UBC, Fleet, Rabobank, ABN AMRO, BankBoston, BONY, Dresdner Bank, Credit Lyonnais, Mellon Bank, Bank Paribas, PNC Bank, Royal Bank of Canada, CBRI, BNP, U.S. Bank, Crestar Bank, First Hawaiian, The Fuji Bank, GECC, Industrial Bank of Japan, Mitsubishi Trust, Sumitomo, SunTrust, Natexis, KZH Holding,

Van Kampen Trust, ING Trust, Merrill Lynch Floating Rate Fund, Octagon, Travelers, CAI, PFL Life, Royalton, and one or more of the Assignees.[3]

420. As of the Petition Date, approximately $617 million was outstanding under the Frontiervision Credit Facility.

b. **The Parnassos Credit Facility**.

421. Pursuant to a Credit Agreement, dated as of December 30, 1998 (the "Parnassos Credit Agreement"), Parnassos, L.P., an Adelphia subsidiary, entered into a $700 million Facility with various lenders, comprising a $350 million term loan and a $350 million revolving line of credit. Other indirect Adelphia subsidiaries, including Parnassos Communications, L.P. and Parnassos Holdings, L.L.C.,[4] pledged their respective partnership interests in Parnassos, L.P. to secure repayment pursuant to a Partners Pledge Agreement, dated as of December 30, 1998 (the "Parnassos Pledge Agreement," and together with the Parnassos Credit Agreement and all related agreements, the "Parnassos Credit Facility").

422. BNS acted as Administrative Agent, BofA acted as Documentation Agent, and TD Securities acted as Syndication Agent for the Parnassos Credit Facility. In addition, (i) each of the following acted as Managing Agent: BMO, Barclays, CIBC, Credit Lyonnais, CSFB, Wachovia, Fleet, PNC Bank, Rabobank and SBHC; and (ii) each of the following acted as Co-Agent: BLG, Dresdner Bank, Meespierson, BONY and Lehman Brothers. Other Defendants

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[3] The lenders in the Frontiervision Facility are referred to herein collectively as the "Frontiervision Lenders."

[4] The Debtors that are obligors, pledgers or guarantors of indebtedness under the Parnassos Facility are referred to herein collectively as the "Parnassos Debtors."

participating in the Parnassos Credit Facility include BHV, BNP, SunTrust, First Hawaiian, FNBM, GSLP, MTTC, U.S. Trust, and one or more of the Assignees.[5]

423. As of the Petition Date, approximately $623 million was outstanding under the Parnassos Credit Facility.

c. The Century-TCI Credit Facility.

424. Pursuant to a Credit Agreement, dated as of December 3, 1999 (the "Century-TCI Credit Agreement"), Century-TCI California, L.P., an Adelphia subsidiary, entered into a $1 billion Credit Agreement with various lenders, comprising a $500 million term loan and a $500 million revolving line of credit. Other indirect Adelphia subsidiaries, including Century-TCI California Communications, L.P. and Century-TCI Holdings, LLC,[6] pledged their partnership interests in Century-TCI California, L.P. to secure repayment pursuant to a Pledge Agreement, dated as of December 3, 1999 (the "Century-TCI Pledge Agreement," and together with the Century-TCI Credit Agreement and all related agreements, the "Century-TCI Credit Facility").[7]

425. Citibank acted as Administrative Agent, Societe Generale and Deutsche Bank Securities were Co-Syndication Agents, SSB was Lead Arranger and Sole Book Manager, and Mellon Bank was Documentation Agent for the Century-TCI Credit Facility. Other defendants participating in the Century-TCI Credit Facility include BofA, BONY, BNS, Bank One, Chase, CIBC, Credit Lyonnais, Dai-Ichi Kangyo, Mitsubishi Trust, TDI, BMO, Barclays, Credit Locale,

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[5] Each of the lenders participating in the Parnassos Facility are referred to herein collectively as the "Parnassos Lenders."

[6] The Debtors that are obligors, pledgers or guarantors of indebtedness under the Century-TCI Facility are referred to collectively as the "Century-TCI Debtors."

[7] The FrontierVision, Parnassos and Century-TCI Credit Facilities are referred to herein collectively as the "Non-Co-Borrowing Facilities." The lenders in the Non-Co-Borrowing Facilities are referred to herein collectively as the "NCB Lenders."

Wachovia, Industrial Bank of Japan, PNC Bank, Webster Bank, and one or more of the Assignees.[8]

426. As of the Petition Date, approximately $1 billion was outstanding under the Century-TCI Credit Facility.

2. <u>The Co-Borrowing Facilities</u>.

a. <u>The UCA/HHC Co-Borrowing Facility</u>.

427. Pursuant to a Credit Agreement, dated as of May 6, 1999 (the "UCA/HHC Credit Agreement"), six indirect subsidiaries of Adelphia — UCA Corp., UCA LLC, National Cable Acquisition Associates, L.P., Grand Island Cable, Inc., Tele-Media Company of Hopewell-Prince George, and SVHH Cable Acquisition, L.P. — and one RFE — Hilton Head — entered into an $850 million Co-Borrowing Facility with various lenders, comprising a $600 million revolving credit loan and a $250 million term loan. Other indirect Adelphia subsidiaries, including Ultracom of Montgomery County, Inc., Multi-Channel T.V. Cable Company of Virginia, Van Buren County Cablevision, Inc., Valley Cablevision, Inc., Western Reserve Cablevision, Inc., Huntingdon Television Cable Co., Tele-Media Investment Partnership, L.P., and one RFE, Ionian Communications, L.P., guaranteed the repayment of funds drawn under the UCA/HHC Co-Borrowing Facility pursuant to a Subsidiary Guaranty, dated as of May 6, 1999 (the "UCA/HHC Guaranty Agreement"). In addition, to secure repayment of the UCA/HHC Credit Agreement, (i) Adelphia pledged the stock of its indirect subsidiaries UCA Corp. and Grand Island Cable, Inc., (ii) Adelphia subsidiary ACC Operations, Inc. pledged its holdings in its subsidiary UCA LLC, (iii) indirect Adelphia subsidiaries UCA Corp., UltraCom of

[8] The lenders in the Century-TCI Credit Facility are referred to herein collectively as the "Century-TCI Lenders."

Montgomery County, Inc., UCA LLC, SVHH Holdings, Inc., SHHH Acquisition Corp., Eastern Virginia Cablevision Holdings, LLC, Eastern Virginia Cablevision, L.P., Olympus Communications, L.P., Olympus Communications Holdings, LLC and National Cable Acquisition Associates, L.P. pledged the stock of their direct subsidiaries, (iv) RFEs NCAA Holdings, Inc. and Doris Holdings, L.P. pledged their respective holdings in Hilton Head, and (v) RFEs Iliad Holdings, Inc. and Hilton Head pledged their partnership interests in Ionian Communications, L.P., pursuant to an Obligor Pledge Agreement, dated as of May 6, 1999 (the "UCA/HHC Pledge Agreement," and together with the UCA/HHC Credit Agreement, the UCA/HHC Guaranty and all related agreements, the "UCA/HHC Co-Borrowing Facility"). On April 25, 2002, indirect Adelphia subsidiaries Southwest Virginia Cable, Inc., Adelphia Cablevision of Santa Ana, LLC, Adelphia Cablevision of Simi Valley, LLC and Adelphia Central Pennsylvania, LLC became guarantors under the UCA/HHC Guaranty and pledged their membership interests under the UCA/HCC Pledge Agreement.[9]

428. Wachovia was a lender and acted as the Administrative Agent for the other lenders participating in the UCA/HHC Co-Borrowing Facility. BMO was a lender and acted as the Documentation Agent. PNC Bank was a lender and acted as the Syndication Agent. Wachovia, BMO and PNC Bank were also Arranging Agents and Joint Book Runners.[10]

429. Upon information and belief, each of the UCA/HHC Agent Banks conducted significant due diligence on the Debtors' businesses prior to closing of the UCA/HHC Co-Borrowing Facility and assisted the Debtors in the preparation of an offering memorandum to

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[9] The Debtors that are obligors, pledgers or guarantors of indebtedness under the UCA/HHC Co-Borrowing Facility are referred to collectively as the "UCA/HHC Debtors."

[10] The lenders named as agents in the UCA/HHC Co-Borrowing Facility are referred to collectively as the "UCA/HHC Agent Banks." The lenders in the UCA/HHC Co-Borrowing Facility are referred to collectively as the UCA/HHC Lenders.

solicit other Co-Borrowing Lenders to participate in the facility. Upon information and belief, each of the UCA/HHC Agent Banks received compliance certificates from the Debtors evidencing the amounts outstanding under the facility and information about the intended uses of each of the borrowings under the UCA/HHC Co-Borrowing Facility. Upon information and belief, the UCA/HHC Agent Banks were required to, and, in fact, did transmit this information to each of the UCA/HHC Lenders in the ordinary course of business.

430. Other Defendants participating in the UCA/HHC Facility include: BofA, ABN AMRO, BONY, BNS, Barclays, Chase, CIBC, Rabobank, Credit Lyonnais, CSFB, FMB, SBHC, Franklin Trust, Industrial Bank of Japan, Meespierson, NCBP, Royal Bank of Canada, and one or more of the Assignees.

431. As of the Petition Date, approximately $831 million was outstanding under the UCA/HHC Co-Borrowing Facility.

b. The CCH Co-Borrowing Facility.

432. Pursuant to a Credit Agreement, dated as of April 14, 2000 (the "CCH Credit Agreement"), two Adelphia indirect subsidiaries — Century Cable Holdings, LLC and Ft. Meyers Cablevision, LLC — and one RFE — Highland Prestige — entered into a $2.25 billion Co-Borrowing Facility with various Defendants, comprising a $1.5 billion revolving credit facility and a $750 million term loan; an additional $500 million term loan was funded on September 28, 2000 bringing the total amount available under the facility to $2.75 billion. Other indirect Adelphia subsidiaries guaranteed repayment of funds drawn under this facility pursuant to a Guaranty Agreement, dated as of April 14, 2000 (the "CCH Guaranty Agreement") including the following: Adelphia Cleveland, LLC, Adelphia Prestige Cablevision, LLC, Fort

Myers/Gateway, LLC, Tri- States, LLC, Wellsville Cablevision, LLC, Century Colorado Springs Partnership, CMA Cablevision Associates VII, L.P., CMA Cablevision Associates XI, Limited Partnership, Eastern Virginia Cablevision, L.P., Martha's Vineyard Cablevision, L.P., Tele-Media Company of Tri-States, L.P., Badger Holding Corporation, Blacksburg/Salem Cablevision, Inc., Brazas Communications, Inc., CDA Cable, Inc., Century Alabama Corp., Century Alabama Holding Corp., Century Berkshire Cable Corp., Century Cable Management Corporation, Century Carolina Corp., Century Cullman Corp., Century Enterprise Cable, Corp., Century Huntington Company, Century Indiana Corp., Century Island Associates, Inc., Century Island Cable Television, Inc., Century Kansas Cable Television Corp., Century Lykens Cable Corp., Century Mendocino Cable Television, Inc., Century Mississippi Corp., Century Mountain Corp., Century New Mexico Cable Television Corp., Century Norwich Corp., Century Ohio Cable Television Corp., Century Shasta Cable Television Corp., Century Southwest Colorado Cable Television Corp., Century Trinidad Cable Television Corp., Century Virginia Corp., Century Warrick Cable Corp., Century Washington Cable Television, Inc., Century Wyoming Cable Television, Inc., Century Wyoming Cable Television, Corp., Clear Cablevision, Inc., Cowlitz Cablevision, Inc., DVD Marketing Company, Inc., E&E Cable Service , Inc., Enchanted Cable Corporation, Grafton Cable Company, Huntington CATV, Inc., Imperial Valley Cablevision, Inc., Kootenai Cable, Inc., Louisa Cablevision, Inc., Manchester Cablevision, Inc., Mickelson Media, Inc., Mickelson Media of Florida, Inc., Owensboro on the Air, Inc., Paragon Cable Television, Inc., Paragon Cablevision Construction Corporation, Paragon Cablevision Management Corporation, Pullman TV Cable Co., Inc., Rentavision of Brunswick, Inc., Scranton Cablevision, Inc., Sentinel Communications of Muncie, Indiana, Inc., Southwest Colorado Cable, Inc., S/T Cable Corporation, Star Cable, Inc., Star Cablevision, Inc., Tele-Media Company of Western Connecticut, TMC Holdings Corporation, Valley Video, Inc., Warrick

Cablevision, Inc., The Westover T.V. Cable Co., Incorporated, Wilderness Cable Company and Yuma Cablevision, Inc. In addition. Prestige Communications, Inc., an RFE, guaranteed repayment of funds drawn under this facility pursuant to a CCH Guaranty Agreement, dated as of September 27, 2000.[11]

433. In addition, other indirect subsidiaries of Adelphia pledged the stock of their direct subsidiaries to secure repayment under the CCH Credit Agreement pursuant to a Pledge Agreement, dated April 14, 2000 (the "CCH Pledge Agreement," and together with the CCH Credit Agreement, the CCH Guaranty Agreement, and related agreement, the "CCH Co-Borrowing Facility"), including the following: Tri-States, LLC, Wellsville Cablevision, LLC, Tele-Media Company of Tri-States, L.P., Badger Holding Corporation, Brazas Communications, Inc., Century Cable Holding Corp., Century Alabama Holding Corp., Century Huntington Company, Century Indiana Corp., Century Island Cable Television, Inc., Century New Mexico Cable Television Corp., Century Shasta Cable Television Corp., Century Southwest Colorado Cable Television Corp., Century Warrick Cable Corp., Century Washington Cable Television, Inc., Ft. Myers Acquisition Limited Partnership, Mickelson Media, Inc., Owensboro on the Air, Inc., Paragon Cable Television, Inc., Rentavision of Brunswick, Inc., Scranton Cablevision, Inc., S/T Cable Corporation, Star Cable, Inc., Star Cablevision, Inc., Tele-Media Company of Western Connecticut, and TMC Holdings Corporation. Highland Prestige, an RFE, and each of John Rigas, Timothy Rigas, Michael Rigas, James Rigas, and Ellen Rigas also pledged certain of their interests in direct subsidiaries to secure repayment under the CCH Credit Agreement pursuant to a separate CCH Pledge Agreement, dated September 27, 2001.

[11] The Debtors that are obligors, pledgors or guarantors of indebtedness under the CCH Co-Borrowing Facility are referred to collectively as the "CCH Debtors."

434. BofA and Chase were lenders and acted as Co-Administrative Agents for the other lenders participating in the CCH Co-Borrowing Facility. TDI was a lender and acted as Syndication Agent under the facility. Barclays was a lender and acted as Arranging Agent. BMO, Wachovia, Citibank, ABN AMRO, BNS, BONY, Credit Lyonnais, CSFB, DLJ, Fleet, Merrill Lynch, Mitsubishi Trust, Morgan Stanley, Rabobank, and SunTrust were lenders and acted as Managing Agents. BAS and Chase Securities acted as Lead Arrangers and Joint Book Managers under the facility. CIBC Securities acted as Documentation Agent.[12]

435. Upon information and belief, each of the CCH Agent Banks conducted significant due diligence on the Debtors' businesses prior to closing the CCH Co-Borrowing Facility and assisted the Debtors in preparing an offering memorandum to solicit other Co-Borrowing Lenders to participate in the facility. Upon information and belief, each of the CCH Agent Banks received compliance certificates from the Debtors evidencing the amounts outstanding under the facility and information about the intended uses of each of the borrowings under the CCH Co-Borrowing Facility. Upon information and belief, the CCH Agent Banks were required to and, in fact, did transmit this information to each of the CCH Lenders in the ordinary course of business.

436. Other Defendants participating in the CCH Co-Borrowing Facility include: CIBC, BLG, Credit Industriel, CypressTree, Dai-Ichi Kangyo, DG Bank, Fifth Third, First Allmerica, Firstar, Foothill, Industrial Bank of Japan, Jackson National, Kemper Fund, KZH III, KZH CypressTree, KZH ING, KZH Langdale, KZH Pondview, KZH Shoshone, KZH Waterside, Liberty-Stein, Meespierson, Mellon Bank, Natexis, NCBP, CypressTree Floating Rate Fund, Olympic Trust, Oppenheimer, Pinehurst, Principal Life, Societe Generale, Stein Roe, U.S. Bank, United of Omaha, and one or more of the Assignees.

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[12] The lenders named as agents in the CCH Co-Borrowing Facility are referred to collectively as the "CCH Agent Banks." The lenders in the CCH Co-Borrowing Facility are referred to collectively as the "CCH Lenders."

437. As of the Petition Date, approximately $2.5 billion was outstanding under the CCH Co-Borrowing Facility.

c. **The Olympus Co-Borrowing Facility.**

438. Pursuant to a Credit Agreement, dated as of September 28, 2001 (the "Olympus Credit Agreement"), three indirect Adelphia subsidiaries — Olympus Cable Holdings, LLC, Adelphia Company of Western Connecticut, and Adelphia Holdings 2001, LLC — and two RFEs — Highland Video and CCT — entered into a $2.03 billion Co-Borrowing Facility with various Defendants, comprising a $765 million revolving credit facility, a $765 million term loan, and a $500 million term loan. Other Adelphia indirect subsidiaries, including ACC Cable Communications FL-VA, LLC, ACC Cable Holdings VA, Inc., ACC Media VA, Inc., Adelphia Cable Partners, L.P., Adelphia Cablevision Associates, L.P., Adelphia Cablevision of New York, Inc., Adelphia GS Cable, LLC, Arahova Holdings, LLC, Better TV Inc. of Bennington, CCC-III, Inc., CDA Cable, Inc. Century Alabama Corp., Century Alabama Holding Corp., Century Cable Management Corporation, Century Carolina Corp., Century Cullman, Corp., Century Enterprise Cable Corp., Century Huntington Company, Century Kansas Cable Television Corp., Century Lykens Cable Corp., Century Mississippi Corp., Century Norwich Corp., Century Shasta Cable Television Corp., Century Washington Cable Television, Inc., Chelsea Communications, Inc., Chelsea Communications, LLC, Cowlitz Cablevision, Inc., Genesis Cable Communications Subsidiary, LLC, GS Cable, LLC, Imperial Valley Cablevision, Inc., Kalamazoo County Cablevision, Inc., Key Biscayne Cablevision, Kootenai Cable, Inc., Mickelson Media of Florida, Mountain Cable Communications Corporation, Mountain Cable Company, L.P., Mt. Lebanon Cablevision, Inc., Multi-Channel T.V. Cable Company, Olympus Cable Holdings LLC, Pericles Communication Corporation, Pullman TV Cable Co., Inc., Rentavision of Brunswick, Inc.,

Richmond Cable Television Corporation, Rigpal Communications, Inc., Southeast Florida Cable, Inc., Telesat Acquisition, LLC, Three Rivers Cable Associates, L.P., Timotheos Communications, L.P., Upper St. Clair Cablevision, Inc., Valley Video, Inc. Warrick Cablevision, Inc., Warrick Indiana, L.P., West Boca Acquisition Limited Partnership, Wilderness Cable Company, and Yuma Cablevision, Inc., guaranteed repayment of funds drawn under the Olympus Co-Borrowing Facility pursuant to a Guaranty, dated as of September 28, 2001 (the "Olympus Guaranty Agreement"). Each of the following RFEs also signed an Olympus Guaranty Agreement: Bucktail Broadcasting Corporation, CCT, Henderson Community Antenna Television, Inc., Adelphia Cablevision Associates of Radnor, L.P., Adelphia Cablevision Associates of West Palm Beach, LLC, Adelphia Cablevision Associates of West Palm Beach II, LLC, Highland Video and Montgomery Cablevision Associates, L.P.

439. In addition, (i) an indirect Adelphia subsidiary, Adelphia Operations, Inc., pledged its holdings in Adelphia Cable Partners, L.P., and (ii) other indirect Adelphia subsidiaries, including ACC Cable Communications FL-VA, LLC, ACC Cable Holdings VA, Inc., ACC Holdings II, LLC, ACC Media VA, Inc., Adelphia Cable Partners, L.P., Adelphia GS Cable, LLC, Arahova Holdings, LLC, CCCIII, Inc., Century Alabama Holding Corp., Century Shasta Cable Television Corp., Century Washington Cable Television, Inc., Chelsea Communications, Inc., Chelsea Communications, LLC, Kalamazoo County Cablevision, Inc., Mountain Cable Communications Corporation, Mt. Lebanon Cablevision, Inc., Olympus Cable Holdings LLC, Olympus Cable Holdings LLC, Olympus Communications Holdings, LLC, Olympus Subsidiary, LLC, Pericles Communication Corporation, Rigpal Communications, Inc., Three Rivers Cable Associates, L.P., TMC Holdings LLC, Upper St. Clair Cablevision, Inc., Warrick Cablevision, Inc., and West Boca Acquisition Limited Partnership, pledged the stock of then- direct subsidiaries to secure repayment pursuant to a Pledge Agreement, dated as of

September 28, 2001 (the "Olympus Pledge Agreement," and together with the Olympus Credit Agreement, the Olympus Guaranty Agreement, and related agreements, the "Olympus Co-Borrowing Facility").[13] Later, each of the following RFEs also signed an Olympus Pledge Agreement: Bucktail Broadcasting Corporation, CCT, Henderson Community Antenna Television, Inc., Adelphia Cablevision Associates of Radnor, L.P., Adelphia Cablevision Associates of West Palm Beach, LLC, Adelphia Cablevision Associates of West Palm Beach II, LLC, Highland Holdings, Highland Video and Montgomery Cablevision Associates, L.P.[14]

440. BMO was a lender and acted as the Administrative Agent for the other lenders participating in the Olympus Co-Borrowing Facility. Wachovia and BNS were lenders and acted as Syndication Agents. Fleet and BONY were lenders and acted as Documentation Agents. BofA, Bankers Trust Company, Citicorp, TDI, Chase, Deutsche Bank, CSFB, Credit Lyonnais, Royal Bank of Scotland, Societe Generale, and Fuji Bank were lenders and acted as Managing Agents. Wachovia Securities and BNS acted as Lead Arrangers and Joint Book Managers under the facility.[15]

441. Upon information and belief, each of the Olympus Agent Banks conducted significant due diligence on the Debtors' businesses prior to closing the Olympus Co-Borrowing Facility and assisted the Debtors in preparing an offering memorandum to solicit other Co-Borrowing Lenders to participate in the facility. Upon information and belief, each of the

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[13] The Debtors that are obligors, pledgers or guarantors of indebtedness under the Olympus Co–Borrowing Facility are referred to collectively as the "Olympus Debtors." The UCA/HHC Debtors, the CCH Debtors and the Olympus Debtors are referred to herein collectively as the "Co-Borrowing Debtors."

[14] The UCA/HHC Co-Borrowing Facility, the CCH Co-Borrowing Facility and the Olympus Co-Borrowing Facility are referred to herein collectively as the "Co-Borrowing Facilities."

[15] The lenders named as agents in the Olympus Co-Borrowing Facility are referred to herein collectively as the "Olympus Agent Banks." The lenders in the Olympus Co-Borrowing Facility are referred to collectively as the "Olympus Lenders." The UCA/HHC Lenders, the CCH Lenders and the Olympus Lenders are referred to herein collectively as the "Co-Borrowing Lenders." The UCA/HHC Agent Banks, the CCH Agent Banks and the Olympus Agent Banks are referred to herein collectively as the "Agent Banks."

Olympus Agent Banks received compliance certificates from the Debtors evidencing the amounts outstanding under the facility and information about the intended uses of each of the borrowings under the Olympus Co-Borrowing Facility. Upon information and belief, the Olympus Agent Banks were required to, and, in fact, did transmit this information to each of the Olympus Lenders in the ordinary course of business.

442. Other Defendants participating in the Olympus Co-Borrowing Facility include: CIBC, Credit Industriel, Merrill Lynch Debt Fund, Merrill Lynch Trust, Merrill Lynch Portfolio, Merrill Lynch Floating Rate Fund, Natexis, Riviera Funding, Stanwich, Sumitomo, Toronto Dominion, and one or more of the Assignees.

443. As of the Petition Date, approximately $1.3 billion was outstanding under the Olympus Co-Borrowing Facility.

C. The Rigas Family Used The Co-Borrowing Facilities To Loot The Debtors.

1. The Unprecedented Structure Of The Co-Borrowing Facilities.

444. The Co-Borrowing Facilities were at the heart of the fraud perpetrated by the Rigas Family: these facilities provided the Rigas Family with the means and opportunity to loot the Debtors and to hide their misconduct from constituents other than Defendants.

445. Pursuant to each of the Co-Borrowing Facilities, each member of the borrowing group in the facility (a "co-borrower") — whether a subsidiary of Adelphia or the Rigas Family — could borrow up to the entire amount of the applicable Co-Borrowing Facility. Each co-borrower was jointly and severally liable for all amounts borrowed by any of the other co-borrowers regardless of whether it received any benefit from such borrowings. The provision of billions of dollars of co-borrowing loans to unaffiliated entities under these circumstances was

unprecedented. Permitting the RFEs to borrow such substantial amounts — which they clearly could not repay — against the credit of the Co-Borrowing Debtors served no legitimate corporate purpose for the Debtors.

446. Thus, the Debtors and certain of the Co-Borrowing Lenders structured each of the Co-Borrowing Facilities to leverage the Debtors' credit to provide the Rigas Family with access to billions of dollars of loans. Without the Debtors' credit support, the Rigas Family could not have obtained loans of this magnitude. Indeed, upon information and belief, the first of the relevant Co-Borrowing Facilities was consummated because the Rigas Family had exhausted its borrowing capacity under several margin loan accounts held at SSB and other Defendants. Moreover, upon information and belief, each of the Co-Borrowing Lenders and the Investment Banks knew that the Co-Borrowing Facilities would be available to finance the Rigas Family's purchases of Adelphia securities and other asset acquisitions, to pay off margin loans to the Rigas Family and for other personal uses by the Rigas Family.

447. The money lent to the RFE co-borrowers conferred no benefit on the Debtors. From the outset, it was clear to the Rigas Family and the Co-Borrowing Lenders that the Debtors would not receive any benefit from those substantial portions of the Co-Borrowing Facilities drawn down by the RFEs.

448. The RFEs were significantly less creditworthy than the Debtor co-borrowers. The value of cable providers such as the Debtors and the cable RFEs — and hence their borrowing capacity — is measured principally by the cash flow generated by their respective subscriber bases. One of the standard valuation methodologies used in the cable industry is a multiple of the number of a company's subscribers. Prior to the closing of each of the Co-Borrowing Facilities, it was clear to the Co-Borrowing Lenders that the RFE co-borrowers had insufficient assets (i.e.,

subscribers) to repay their respective share of the amounts initially drawn and likely to be drawn thereafter.

449. Indeed, the RFEs contributed approximately 5% of the subscribers to the Co-Borrowing Facilities despite being entitled to borrow all of the funds thereunder and despite ultimately drawing nearly 60% of the funds available under those facilities.

2. The Debtors And The Rigas Family Intended That The Co-Borrowing Facilities Would Be Used For Fraudulent Purposes.

a. UCA/HHC.

450. The Rigas Family did not hide their intent to use the UCA/HHC Co-Borrowers Facility to defraud the Debtors and their creditors. To the contrary, the Rigas Family disclosed its fraudulent intent to the UCA/HHC Co-Borrowing Lenders. Discussing the UCA/HHC Co-Borrowing Facility before closing, the Debtors informed certain of the Agent Banks that they "specifically intended a portion of the facility to be distributed to the Rigas Family for purposes of participating in the upcoming Adelphia equity offering." (emphasis added).

451. Upon information and belief, the Debtors and the Agent Banks informed the other Co-Borrowing Lenders of this intent before closing. Thus, the UCA/HHC Co-Borrowing Lenders — who knew that the UCA/HHC Debtors received no benefit from loans to the Rigas Family or the RFEs — acknowledged and agreed that $250 million of the $850 million of the initial proceeds from the facility would be used by the Rigas Family to purchase equity securities from Adelphia for their personal account. The Debtors also disclosed that the RFE co-borrowers under the UCA/HHC Co-Borrowing Facility were not owned by the Debtors.

452. Prior to the closing of the UCA/HCC Co-Borrowing Facility, the Debtors and the Rigas Family also disclosed to the UCA/HCC Co-Borrowing Lenders that the assets of the RFEs participating in the facility would be disproportionately small compared to those of the UCA/HHC Debtors. Of the 395,000 subscribers owned by the borrowers participating in the UCA/HHC Co-Borrowing Facility, the sole RFE member of the borrowing group, Hilton Head, contributed just 72,000 subscribers, or approximately 18%. Nonetheless, as of the Petition Date, Hilton Head, an RFE, had drawn approximately $642 million of the $831 million outstanding under the UCA/HHC Co-Borrowing Facility, or 77% of the amount borrowed. No prudent lender would have lent Hilton Head $642 million (or more) without the credit support of the UCA/HHC Co-Borrowing Debtors.

453. None of the amounts drawn by, or on behalf of, Hilton Head benefited any of the Debtors.

b. CCH.

454. The Rigas Family also announced its intent to use the CCH Co-Borrowing Facility to defraud the Debtors. The Debtors and the Rigas Family expressly advised the CCH Agent Banks that they intended to use the proceeds from the CCH Co-Borrowing Facility to acquire assets for the personal account of the Rigas Family. In a written invitation to participate in the CCH Co-Borrowing Facility, Adelphia executive James Brown stated:

> The use of proceeds for this facility will be primarily to fund Adelphia's purchase of the Cleveland, Ohio cable system from Cablevision Systems Corporation ($990 mm), to fund Adelphia's purchase of certain cable assets from Prestige Communications ($700mm) <u>and to fund the Rigas families [sic] purchase of certain cable assets from Prestige Communications ($400 mm).</u>

Letter from James Brown to Agent Banks, dated February 17, 2000 (emphasis added). Thus, from the outset, the CCH Agent Banks knew that the Debtors intended to draw hundreds of millions of dollars from the facility at closing for the sole benefit of the RFE co-borrowers.

455. Upon information and belief, the Debtors and the Rigas Family also disclosed to each of the other CCH Lenders that (i) the RFE co-borrowers were not affiliated with the Debtors, and (ii) the Rigas Family intended to use a portion of the funds under the CCH Co-Borrowing Facility to fund the Rigas Family's personal acquisition of the Prestige Systems. Indeed, based on the substantial participation of CCH Lenders that had participated in the UCA/HHC Co-Borrowing Facility, the CCH Lenders also knew that the Rigas Family had been using the proceeds of other co-borrowing loans for fraudulent purposes.

456. Moreover, the offering memorandum for the CCH Co-Borrowing Facility informed the CCH Lenders that the number of cable subscribers owned by the RFE co-borrower was disproportionately small compared to the number of subscribers owned by the CCH Debtors and patently insufficient to support repayment of the loans. Of the 1,532,814 subscribers owned by the CCH Co-Borrowing Facility borrowing group, the sole RFE member. Highland Prestige, contributed just 55,831 subscribers, or approximately 3.6% of the total assets supporting the loan. Nonetheless, as of the Petition Date, Highland Prestige had drawn approximately $1.66 billion of the $2.48 billion outstanding under the CCH Co-Borrowing Facility, or 67% of the amount borrowed. No prudent lender would have lent Highland Prestige $1.66 billion (or more) without the credit support of the CCH Co-Borrowing Debtors.

457. None of the amounts drawn by Highland Prestige benefited any of the Debtors.

c. **<u>Olympus</u>.**

458. The Rigas Family did not conceal its intention to use the Olympic Co-Borrowing Facility for its personal benefit. The offering memorandum distributed to the Olympus Lenders specifically stated that: (i) the initial proceeds would be used to pay at least $152 million of indebtedness owed by RFEs, and (ii) the RFEs were unaffiliated entities. Indeed, based on the substantial overlapping participation of lenders from the UCA/HHC and CCH Co-Borrowing Facilities, the Olympus Lenders knew that the Rigas Family had been using the proceeds of other Co-Borrowing Facilities for fraudulent purposes as more fully described above.

459. The offering memorandum for the Olympus Co-Borrowing Facility advised the Olympus Lenders that the number of cable subscribers owned by the RFE co-borrowers was disproportionately small compared to the Olympus Debtors and patently insufficient to support repayment of the loans. Of the 1,566,847 subscribers contributed to the Olympus Co-Borrowing Facility borrowing group as collateral, the two RFE members of the borrowing group, Highland Video and CCT, contributed just 61,335 subscribers, or approximately 3.9% of the total assets supporting the loan. Nonetheless, as of the Petition Date, Highland Video and CCT had drawn approximately $751.5 million of the $1.27 billion outstanding under the Olympus Co-Borrowing Facility, or 59% of the amount borrowed. No prudent lender would have lent Highland Video and CCT $751 million (or more) without the credit guaranty of the Olympus Co-Borrowing Debtors.

460. None of the amounts drawn by Highland Video and CCT benefited any of the Debtors.

3. The Fraudulent Uses Of The Co-Borrowing Facilities By The Rigas Family.

a. The Rigas Family's Purchase Of $1.9 Billion Of Adelphia Securities.

461. From late 1998 until their resignations in May 2002, the Rigas Family engaged in at least eleven transactions for the purchase of approximately $1.9 billion in securities issued by Adelphia, including common stock and convertible bonds. The Rigas Family funded many of these transactions directly from the proceeds of the Co-Borrowing Facilities. Each of these transactions was fraudulent because, as discussed infra, the Debtors received no consideration. In fact, the Debtors suffered significant harm from these transactions because the Debtors issued stock to the Rigas Family for zero net value, when such stock could have been sold to third parties to raise fresh capital. As discussed infra, the Rigas Family compounded this harm by using these purchases to create the appearance that the Debtors' liabilities had decreased, when, in fact, they had not.

b. The Debtors' Payment Of $252 Million Of Margin Loans On Behalf Of The Rigas Family.

462. From July 2001 until May 2002, the Rigas Family used approximately $252 million from the Co-Borrowing Facilities to make payments on margin loans owed by the members of the Rigas Family on personal margin accounts maintained at Defendants BofA, SSB, Deutsche Bank Securities and Goldman Sachs (the "Margin Lenders"). The Adelphia securities that the Rigas Family purchased with co-borrowing funds secured amounts owed under these margin accounts. A significant amount of the margin payments made by the Rigas Family with funds drawn from the Co-Borrowing Facilities — approximately $166 million — occurred after March 27, 2002, the date on which the Rigas Family publicly disclosed its fraudulent

concealment of the true amount of Adelphia's liability under the Co-Borrowing Facilities. The Margin Lenders (or their affiliates) that were Co-Borrowing Lenders knew prior to their receipt of the margin payments for the personal benefit of the Rigas Family that such payments came from Co-Borrowing Facilities.

c. **The Rigas Family's Purchase Of $710 Million Of Cable Systems.**

463. On or about July 5, 2000, Highland Holdings, an RFE, acquired various cable systems in Georgia owned by Prestige Communications, Inc. (the "Prestige Acquisition"). The Prestige Acquisition involved various transfers of funds and other assets by which the Rigas Family, through Highland Holdings, consummated the Prestige Acquisition with approximately $365 million of funds borrowed from the CCH Co-Borrowing Facility, for which the CCH Debtors remained liable.

464. On or about July 2, 2001, Highland Holdings also acquired various cable systems from the Estate of Bill Daniels (the "Daniels Acquisition"). The Daniels Acquisition also involved various transfers of funds and other assets by which the Rigas Family, through Highland Holdings, consummated the Daniels Acquisition with approximately $345 million of funds borrowed from the CCH Co-Borrowing Facility, for which the CCH Debtors remained liable.

d. **Other Uses By The Rigas Family Of Funds From The Co-Borrowing Facilities.**

465. The Rigas Family also used funds from the Co-Borrowing Facilities to finance certain non-Adelphia related ventures and to cause Adelphia to enter into other fraudulent transactions with RFEs.

466. For example, The Rigas Family used at least a portion of the Co-Borrowing Facilities to fund $175 million in expenses for the Buffalo Sabres professional hockey team (formerly owned by an RFE), and to fund expenditures relating to the development of a golf course at Wending Creek Farms on Rigas Family land.

467. The Rigas Family also caused Adelphia to use at least a portion of the Co-Borrowing Facilities to purchase in non-arms length transactions approximately $40 million in furniture and to purchase timber rights from RFEs.

468. As of the Petition Date, the Rigas Family fraudulently had used at least $3.4 billion of the $5.6 billion available under the Co-Borrowing Facilities for their own personal enrichment, to the detriment of the Debtors and their other creditors. As more fully discussed infra, the Co-Borrowing Lenders knew of or recklessly disregarded the Rigas Family's fraudulent scheme.

4. The Rigas Family's Fraudulent Use Of Non-Co-Borrowing Facilities.

469. The Rigas Family's fraudulent use of the Debtors' credit facilities did not end with the Co-Borrowing Facilities. The Rigas Family used at least one of the Debtors' other credit facilities to fund personal expenses. In contrast to the Co-Borrowing Facilities, however, these other credit facilities did not explicitly authorize RFEs to access such credit.

470. The Century-TCI Lenders knew, or recklessly disregarded, the fact that the proceeds of their loans were being used to illegally shift value from the Debtors to the Rigas Family without consideration. In this regard, on October 30, 2001, October 31, 2001, and November 1, 2001, the Debtors drew a total of $490 million from the Century-TCI Facility; upon information and belief, the Rigas Family used these proceeds to pay for purchases of common

stock and convertible notes for $408 million in October and November 2001. At or about that time, the Co-Borrowing Facilities were fully drawn. Adelphia therefore requested from Citibank, as the administrative agent for the Century-TCI Credit Facility, a previously unplanned $350 million draw; Adelphia also drew from Century-TCI another $60 million on October 31, and another $80 million on November 1.

471. Although the Rigas Family acquired $408 million of Adelphia securities in October and November 2001, in reality, the Rigas Family did not pay $408 million or any other amount to Adelphia. Instead, the Rigas Family merely recycled Century-TCI funds to consummate this stock purchase rather than contributing fresh capital. The Century-TCI Lenders knew or recklessly disregarded the fact that the $408 million draw from the Century-TCI Facility and other draws were used by the Rigas Family for fraudulent purposes.

D. The Rigas Family Concealed From Creditors Other Than Defendants The True Amount Outstanding Under The Co-Borrowing Facilities.

472. The Rigas Family's intent to defraud creditors is evidenced by their concealment of the true amounts outstanding under the Co-Borrowing Facilities. In 2000, the Debtors' debt burden caused significant reductions in the Debtors' credit ratings, thereby jeopardizing the Rigas Family's ability to access the capital markets. In August 2000, Moody's observed that the Debtors desperately needed a "deleveraging" event. Consequently, the Rigas Family — with Defendants' knowledge or reckless disregard — concocted a ploy to convince the public that Adelphia was deleveraging when its actual debt load was increasing because of the Rigas Family's illicit uses of the Co-Borrowing Facilities. As more fully explained below, while the Debtors — acting by and through the Rigas Family — concealed the true extent of their borrowings from other creditors, the Co-Borrowing Lenders knew the correct amounts all along.

1. The Debtors Simply Omitted The RFE Uses Of The Co-Borrowing Facilities And Other Amounts From Their Balance Sheets.

473. At no time prior to March 27, 2002 did the Debtors disclose the true extent of their liabilities under the Co-Borrowing Facilities in filings with the Securities and Exchange Commission ("SEC"). Since May 1999 — the date the UCA/HHC Co-Borrowing Facility closed — Adelphia's SEC filings have understated the amount owed under the Co-Borrowing Facilities by billions of dollars. Moreover, Adelphia and its indirect subsidiaries Arahova Communications, Inc. and Olympus Communications, L.P. each had publicly-traded debt securities. The Rigas Family also caused the SEC filings of these indirect Adelphia subsidiaries to understate the billions of dollars outstanding under the Co-Borrowing Facilities.

474. The Rigas Family consistently omitted from the Debtors' public financial statements amounts borrowed for the exclusive benefit of the RFEs. Yet the Debtors, the Rigas Family and Defendants knew that Generally Accepted Accounting Principles ("GAAP") require a party liable for a debt (whether on a co-borrowing basis or otherwise) to disclose the entire amount of the debt in financial statements regardless of whether the debt was incurred for the benefit of another borrower; GAAP only permits exclusion of debt that has been extinguished. No amounts concealed by the Rigas Family had ever been extinguished.

2. The Fraudulent Use Of The CMS.

475. Until May 2002, when the Rigas Family relinquished control of the Debtors, the Debtors used their cash management system ("CMS") to control cash transactions involving each of the Debtors and the RFEs. The CMS was a key instrumentality of the fraud. The use of a central cash management system governing both a public company and unaffiliated entities was

unprecedented. Defendants knew or recklessly disregarded the structure and fraudulent use of the CMS. Indeed, it was yet another red flag that they ignored.

476. Defendant Wachovia — an agent bank or lender in all of the Debtors' credit facilities — maintained the CMS at all relevant times and the Rigas Family controlled it. The CMS was a central depository (in reality, the Rigas Family's personal piggy bank) for cash generated or obtained by the Debtors from all sources (including borrowings under each of the Co-Borrowing Facilities, the Non-Co-Borrowing Facilities and the proceeds from the Debtors' debt and equity securities offerings). The Debtors commingled all of their cash with that of the RFEs in the CMS. After the Debtors deposited cash into the CMS, "ownership" of the cash could be transferred through simple journal entries to any RFE. The cash also could be transferred from the CMS to any of a number of bank accounts held in the name of the RFEs.

477. Through the CMS, the Rigas Family misappropriated over $3.4 billion from the Co-Borrowing Facilities for its own benefit. The Debtors' banking and wire transfer records reflect that the Rigas Family obtained funds from the Co-Borrowing Facilities by transferring funds from the CMS to an account maintained at Wachovia by Highland Holdings or some other RFE, followed by a transfer from the RFE either directly to individual members of the Rigas Family or to other RFEs, many of which also maintained accounts at Wachovia. Typically, these transfers occurred on the same business day. Thus, on any given business day in which an RFE received cash transfers from the Debtors, the RFEs account balance at Wachovia would fluctuate from zero, to the amount transferred in from Adelphia, and back to zero after the RFE funneled those funds out to the Rigas Family. Defendant Wachovia, an agent bank or lender under each of the Debtors' credit facilities (including the Co-Borrowing Facilities), thus was in a unique position to observe the fraudulent transfer of funds from the Debtors to the Rigas Family. In

accordance with its role as an Agent Bank, Wachovia, upon information and belief, shared its knowledge of these transactions with other Co-Borrowing and NCB Lenders.

3. The Rigas Family Falsely Created The Appearance Of A "Deleveraging".

478. The Rigas Family was not content with merely concealing the amounts borrowed by the RFEs under the Co-Borrowing Facilities. In response to market concerns about the Debtors' increasing debt load, the Rigas Family publicly announced that it would be purchasing Adelphia stock to assist the Debtors with deleveraging — i.e., significantly reducing debt. At all relevant times, these statements were fraudulent because Adelphia's leverage was increasing and, as discussed infra, the Rigas Family was using its acquisition of Adelphia's securities with Co-Borrowing funds to conceal the Debtors' increasing leverage. Defendants knew of and participated in this scheme through their approval of Co-Borrowing Facility draws to fund the Rigas Family's acquisitions of Adelphia's securities, through their underwriting of debt and equity offerings in which the fraudulent purchases occurred, and through their-knowledge and disregard that the purported deleveraging was a sham.

479. The basic structure of these bogus securities purchase transactions involved:

- a draw down by an RFE under a Co-Borrowing Facility in the amount of the purchase price of the securities to be purchased;
- a transfer from the RFE co-borrower to an RFE that was not a co-borrower;
- a transfer from the non-co-borrowing RFE to the Debtors;
- Adelphia's issuance of securities to the non-co-borrowing RFE — i.e., the Rigas Family; and
- the Debtors' use of proceeds of the Rigas Family's securities purchase to pay down outstanding debt under the Co-Borrowing Facilities.

480. As a result of these transactions, the Debtors booked an increase in a shareholders' equity account in the amount it had received from the RFE, and recorded a correlating decrease in the debt outstanding under one or more of the Co-Borrowing Facilities. The decrease, however, was fraudulent. Because the Debtors still remained liable for the co-borrowing funds used by the RFE to purchase Adelphia securities (but failed to disclose that liability), the purpose and effect of the transaction was simply to move the debt purportedly paid down under the Co-Borrowing Facility off of the Debtors' books and onto the books of the co-borrower RFE in violation of GAAP. Of course, under the terms of the Co-Borrowing Facilities, the Co-Borrowing Debtors remained liable for all amounts drawn by the RFE co-borrowers despite the Rigas Family's fraudulent bookkeeping.

481. From 1999 through 2001, the Investment Banks, by and through analysts, published a series of reports announcing the Rigas Family's purported campaign to delever the Debtors. These reports facilitated the fraud by disseminating the Rigas Family's misleading intentions and actions and verifying them. The Investment Banks knew or recklessly disregarded that the Rigas Family made bogus equity contributions to Adelphia, concealed the actual level of debt and misrepresented their efforts to delever the Debtors.

E. Defendants Knew Of Or Recklessly Disregarded The Fraud.

1. The Rigas Family Specifically Informed Defendants Of Their Fraudulent Activities.

482. Although the Rigas Family concealed their fraud from the public and the Debtors' other creditors, the Rigas Family did not conceal it from Defendants. To the contrary, the Rigas Family could not have accomplished this massive fraud on the Debtors and their creditors without Defendants' substantial and knowing assistance.

483. As set forth above, the Rigas Family disclosed to each of the Co-Borrowing Lenders (prior to closing and thereafter) that a substantial portion of the proceeds would be used for purposes benefiting solely the Rigas Family and the RFEs. This disclosure — along with the structure of the Co-Borrowing Facilities that the Co-Borrowing Lenders had approved — gave Defendants actual notice of the misconduct by the Rigas Family. As more fully described below, many of the Defendants had a much more substantial relationship with the Debtors and the Rigas Family that provided them with significantly more information about the fraud.

2. Defendants Knew That The Rigas Family Concealed The Debtors' Co-Borrowing Debt.

484. The Co-Borrowing Lenders knew or recklessly disregarded that the Debtors' filings with the SEC consistently concealed the true amount of their co-borrowing liability. Obviously, the Co-Borrowing Lenders knew the amount owing under the Co-Borrowing Facilities in which they participated. In addition, since Wachovia and BMO were Agent Banks or lenders under all of the Co-Borrowing and Non-Co-Borrowing Facilities, these institutions also knew the outstanding balances of all of the Debtors' bank debt (as did other lenders participating in the Co-Borrowing and Non-Co-Borrowing Facilities). All of the Co-Borrowing Lenders regularly received compliance certificates from the Debtors evidencing the true amounts outstanding under the Debtors' credit facilities.

485. Upon information and belief, the Co-Borrowing Lenders performed periodic analyses demonstrating Adelphia's concealment, as caused by the Rigas Family, of billions of dollars under the Co-Borrowing Facilities from the Debtors' balance sheet. For example, on or about March 29, 2001, Defendant Wachovia performed an analysis of Adelphia's total outstanding "bank debt" at the subsidiary level, as of September 30, 2000, under the two Co-

Borrowing Facilities then outstanding — UCA/HHC and CCH — and under six Non-Co-Borrowing Facilities then outstanding — Parnassos, Chelsea Communications, Adelphia Cable Partners, Harron Communications, Frontiervision and Century-TCI. Wachovia determined that the Debtors' total "bank debt" as of September 30, 2000 was approximately $5.2 billion.

486. Adelphia's public filings for the same period, however, disclosed that the Debtors' bank debt, as of September 30, 2000, was approximately $3.8 billion. Wachovia did not need any "special" access to the Debtors to obtain this information. To the contrary, all of the Co-Borrowing lenders could have made this calculation based on information readily accessible to them as lenders. Thus, Wachovia's analysis demonstrates that, many, if not all, Defendants knew or recklessly disregarded that Adelphia was understating its total bank debt in 2000 by approximately $1.4 billion and that Adelphia's leverage was not being reduced as represented.

487. Moreover, upon information and belief in early 2002, each of the Agent Banks performed an analysis of Adelphia's total outstanding bank debt, as of September 30, 2001, under the Co-Borrowing and Non-Co-Borrowing Facilities. Based on the information available to them (and which had been available since 1999), each of the Agent Banks determined that Adelphia's total bank debt was between $6.8 billion and $7.3 billion.

488. Adelphia's public filings for the same period, however, disclosed that Adelphia's bank debt as of September 30, 2001, was approximately $5.4 billion, which included amounts borrowed by an Adelphia subsidiary, Adelphia Business Solutions, Inc. ("ABIZ"), that the Agent Banks did not include in their calculations. Thus, even including the amounts borrowed by ABIZ, Defendants knew or recklessly disregarded that the Debtors understated their total bank debt by at least $1.4 billion. Yet the concealment went much further. Because the SEC filing

included significant ABIZ bank debt — which the Co-Borrowing Agent Banks' analyses excluded — the Debtors amounts clearly concealed much more than $1.4 billion.

489. In addition to the information the Agent Banks received as lenders, the Agent Banks and the Investment Banks had additional and ample opportunities to learn all material aspects of the Debtors' business and finances. As more fully set forth below, each of the Agent Banks and the Investment Banks, as the Debtors and the Rigas Family's long-time lenders, investment bankers, underwriters, financial analysts, financial advisors and strategic partners, had access to and possession of significant non-public information concerning the financial affairs of the Debtors, the RFEs and the Rigas Family. Moreover, the Investment Banks had a legal obligation to conduct extensive due diligence in connection with the securities offerings they underwrote.

3. Defendants Knew That The Rigas Family Was Using The CMS To Facilitate The Fraud.

490. As discussed above, most of the bank accounts through which the Rigas Family caused Adelphia to fraudulently transfer the co-borrowing funds — principally the CMS and the Rigas Family's personal accounts — were maintained at Defendant Wachovia. In many instances, Wachovia would fund, or otherwise be aware of, massive draw downs by an Adelphia subsidiary under the Co-Borrowing Facilities on the same day that the Rigas Family deposited or transferred significant amounts, which, in some instances, matched the amounts drawn down under a Co-Borrowing Facility the very same day. As such, Wachovia knew or recklessly disregarded the Rigas Family's fraudulent conduct. Upon information and belief, other Co-Borrowing Agent Banks knew of the fraudulent use of Co-Borrowing Facilities and the shifting of funds via the CMS.

491. In this regard, records of Adelphia, BofA and Wachovia reflect that, on July 3, 2000 Highland Prestige, an RFE co-borrower, drew $145 million under the CCH Co-Borrowing Facility. The money was transferred directly from BofA, the administrative agent under the CCH Co-Borrowing Facility, to a Highland Prestige bank account at Wachovia. That same day, Highland Prestige transferred approximately $145 million from the same account to the account of another RFE (not a co-borrower), which used the funds to acquire shares of Adelphia Class B Common Stock.

492. Upon information and belief, before each of the Co-Borrowing Facilities closed, all of the Co-Borrowing Lenders obtained summaries, reports and other information relating to the CMS. Thus, Defendants knew of, or recklessly disregarded, the existence of the CMS, the commingling of funds in the CMS, and the fraudulent use by the Rigas Family of funds within the CMS. In particular, Wachovia, by virtue of its oversight of the CMS, Highland Holdings accounts and other Rigas Family accounts that received transfers from the CMS, knew or recklessly disregarded the fraudulent nature of the transfers between the Debtors and the RFEs via the CMS.

493. By contrast, the Debtors, at the direction of the Rigas Family, never informed other creditors, including the holders of public debt securities issued by the Debtors, that the CMS included commingled cash from the Debtors and the RFEs that was being fraudulently diverted from the Debtors for the benefit of the Rigas Family.

4. Defendants Knew That The Proceeds Of The Non-Co-Borrowing Facilities Were Used For Fraudulent Purposes.

494. After May 1999, each of the Co-Borrowing Lenders knew that (i) the Debtors and the RFEs were commingling cash, (ii) the Co-Borrowing Debtors had agreed to be liable for co-

borrowing funds drawn by the RFEs, and (iii) the Rigas Family was using the Co-Borrowing Facilities for personal expenses, including, but not limited to, the purchase of securities issued by Adelphia. The composition of the lenders in the Co-Borrowing Facilities and the Non-Co-Borrowing Facilities substantially overlapped. Once they had indisputable notice of the fraud, the Co-Borrowing Lenders participating in the Non-Co-Borrowing Facilities knew or should have known that the Rigas Family would use the proceeds of the Non-Co-Borrowing Facilities in furtherance of the fraud.

F. Many Defendants Assisted In, Or Recklessly Ignored, The Rigas Family's Fraud To Garner Enormous Fees.

1. The Unity Of Interest Between Each Agent Bank And Its Affiliated Investment Bank.

495. Substantially all of the Agent Banks had Investment Bank affiliates that rendered significant underwriting, investment banking, and other advisory services to the Debtors. The following is a chart setting forth the applicable Defendant Agent Bank and its Defendant Investment Bank affiliate:

Agent Bank	Investment Bank Affiliate
BofA	BAS
Citibank	SSB
Wachovia	Wachovia Securities
BMO	BMO NB
CIBC	CIBC Securities
TDI	TD Securities

Agent Bank	Investment Bank Affiliate
BNS	Scotia Capital
Credit Lyonnais	Credit Lyonnais Securities
Fleet	Fleet Securities
BONY	BNY Capital
Chase	Chase Securities
ABN AMRO	ABN AMRO Securities
Barclays	Barclays Capital
SunTrust	SunTrust Securities
PNC Bank	PNC Capital Markets
Deutsche Bank	Deutsche Bank Securities
Societe Generale	SG Cowen

496. Each Agent Bank shared a unity of interest, conspired, and acted in concert with its affiliated Investment Bank with respect to transactions related to the Debtors and Rigas Family. Each of the Investment Banks, among other things, underwrote numerous Adelphia securities offerings, advised the Rigas Family on structuring various financing transactions for the Debtors and the Rigas Family, and had its purportedly independent analysts issue overly optimistic reports on Adelphia's securities to inflate or maintain the market value of the Rigas Family's stock holdings. While each Agent Bank and its Investment Bank affiliate should have made independent judgments about whether to lend to the Debtors and to underwrite Adelphia securities, no such independent judgments or decisions were made. Instead, each of the Agent

Banks and Investment Banks made decisions based solely on the fee income that would be generated.

497. The Investment Banks and affiliated Agent Banks shared all material information about the Debtors' businesses and finances. Indeed, upon information and belief, each of the underwriting agreements between the Investment Banks and the Debtors expressly authorized information-sharing between the Investment Banks and their Agent Bank affiliates. One of these underwriting agreements provided that:

> The Investment Banks may . . . share any Offering Document, the Information and any other information or matters relating to Company, any assets to be acquired or the transactions contemplated hereby with Bank of America, N.A. ("BofA") and Citibank, N.A. (together with SSBI, "Citi/SSB") and BofA and Citi/SSB affiliates may likewise share information relating to Company, such assets or such transaction with the Investment Banks.

498. Not only did the Agent Banks and Investment Banks share information, each of the institutions worked as a team to ensure that they extracted maximum fee income from the Debtors. For example, BAS "deal teams" for many Adelphia securities offerings included employees of both BAS and BofA. The December 21, 2000 agreement pursuant to which Adelphia retained BAS to act as, among other things, its investment advisor, states: "For purposes of this engagement letter, 'BAS' shall mean Banc of America Securities LLC and/or any affiliate thereof, including BofA, as BAS shall determine to be appropriate to provide the services contemplated herein[.]" Moreover, BofA ultimately approved the Co-Borrowing Facilities based on the fees received by BAS, and BofA substantially relied upon information provided by BAS in approving each of the Co-Borrowing Facilities.

499. Similarly, in performing the acts described herein. Citibank, Citicorp, SSB, SBHC, and their affiliates (the "Citigroup Defendants") acted together in pursuit of a common plan, such that each acted on behalf of, and as the agent for, the others. Among other things, the Citigroup Defendants shared information and worked as a "team" to obtain investment bank engagements and to extend credit to Adelphia, including presenting themselves to the Debtors as a single provider of financing and related services and products. As part of this approach, the Citigroup Defendants at times conditioned the extension of credit by one or more of them to Adelphia and the Rigas Family on Adelphia's engaging another of them to provide investment banking services, and *vice versa.*

500. BMO and BMO NB, Wachovia and Wachovia Securities and, upon information and belief, the other Agent Banks and their Investment Bank affiliates also ignored any real distinction between lending and investment banking divisions in their dealing with the Debtors and the Rigas Family. Adelphia deal teams for these entities also included employees from both lending and investment banking groups, and each Agent Bank approved participation in the Co-Borrowing Facilities based primarily upon the fees being earned by its affiliated Investment Bank.

2. The Agent Banks And Investment Banks' Close Relationship With The Debtors And The Rigas Family.

501. The Agent Banks and Investment Banks' close relationship with the Debtors and the Rigas Family began long before the Co-Borrowing Facilities. In 1986, Adelphia became a publicly-traded company through an initial public offering ("IPO") of its common stock.

502. Shortly after Adelphia's IPO, Adelphia, through the Rigas Family, began to establish significant relationships with, upon information and belief, each of the Agent Banks

and the Investment Banks and, upon information and belief, other lenders. Over the next sixteen years, many of the Agent Banks and their affiliated Investment Banks provided significant debt and equity financing, underwriting, investment banking advice and other financial services to Adelphia, to certain of the RFEs, and directly to members of the Rigas Family. Indeed, the Agent Banks and Investment Banks were intimately involved, on a non-arms length basis, in the Debtors' financial affairs.

503. The following chart sets forth some of the more recent Adelphia and Rigas Family-related transactions in which certain lead Agent Banks and their affiliated Investment Banks participated:

Transaction/Date	BofA/BAS	BMO/ BMO NB	Wachovia/ Wachovia Securities	Citibank/ SSB
Adelphia Cable Partners Financing	X	X	X	
Chelsea Communications Financing	X	X	X	
Highland Video (Rigas Family) Financing		X	X	
Hilton Head Communications (Rigas Family) Financing			X	
$329M Hyperion 13% Discount Notes Offering 2/1996	X			
$200M FrontierVision 11% Senior Subordinated Notes 10/7/1996			X	
$300M ACC Senior Notes & Preferred Stock 7/1/1997	X			X
$145M FrontierVision Discount Notes 9/19/1997			X	
$237.65M 11 7/8% Senior Discount Notes 12/12/1997			X	
$800M FrontierVision Credit Facility 12/19/1997		X	X	
$300M Hyperion Initial Public Offering 5/8/1998	X			X
8 1/8% Senior Notes Offering 7/2/1998				

Transaction/Date	BofA/BAS	BMO/ BMO NB	Wachovia/ Wachovia Securities	Citibank/ SSB
$262M Class A Common Stock Offering 8/1998	X			X
$700M Parnassos Credit Facility 12/1998	X	X	X	
Hyperion 12 ¼% Senior Secured Notes Offering				
Harron Credit Facility 1999	X	X	X	
$372M Class A Common Stock Offering 1/1999	X			
$400M Senior Notes Offering 1/8/1999	X			X
$494M Class A common 4/1999	X			X
$500M Convertible Preferred Offering 4/99	X			X
$850M UCA/HHC Co-Borrowing Credit Facility 5/6/1999	X	X	X	X
$350M 7 7/8% Adelphia Senior Notes Offering 6/15/1999		X		X
$342 Class A Common Stock Offering 9/30/1999	X		X	X
November 1999 Hyperion $262.5 Million Common Stock Follow On Offering.				X
$500M 9 3/8% Adelphia Bond Offering 11/16/1999		X		X
$500M 5 1/2% Convertible Preferred Offering 1999	X			
$1.0B Century/TCI Credit Facility 12/1999	X	X	X	X
$2.25B CCH Co-Borrowing Facility 4/14/2000	X	X	X	X
$750M ACC Senior Bonds Offering 9/15/2000	X			X
$500M Add-On To CCH Co-Borrowing Facility 9/2000	X	X	X	X
$1.3B Arahova Bridge Loan 1/3/2001			X	X
M&A Advisory Services 2/2001	X			X

Transaction/Date	BofA/BAS	BMO/ BMO NB	Wachovia/ Wachovia Securities	Citibank/ SSB
$863M 6% Convertible Notes Offering 1/18/2001	X			X
$821M Class A Common Stock Offering 1/18/2001	X			X
$575M 3 ¼% Convertible Subordinated Notes Offering 4/20/2001	X	X		X
$1.0B 10 1/4% Senior Notes Offering 6/7/2001	X	X		X
$2.03B Olympus Co-Borrowing Facility 9/28/2001	X	X	X	X
$500M 10 1/4% Senior Notes Offering 10/19/2001		X		
Rigas Family Private Banking	X		X	X

504. The other Investment Banks also participated in numerous Adelphia-related financings. For example:

- ABN AMRO Securities underwrote Adelphia's September 2000 offering of senior notes;
- Barclays Capital underwrote Adelphia's June 1998 offering of senior notes, Adelphia's November 1998 offering of senior notes, Adelphia's January 1998 offering of senior notes, and Adelphia's September 2000 offering of senior notes;
- BNY Capital Markets underwrote Adelphia's November 1999 offering of senior notes, Adelphia's April 2001 offering of convertible subordinated notes, and Adelphia's October 2001 offering of senior notes;
- Chase Securities underwrote ABIZ's December 1996 offering of senior notes and warrants, Adelphia's November 1999 offering of senior notes, and Adelphia's September 2000 offering of senior notes;
- CIBC Securities underwrote Adelphia's November 1998 offering of senior notes, Adelphia's October 1999 offering of senior notes, ABIZ's November 1999 offering of Class A common stock, and Adelphia's October 2001 offering of senior notes;

- Credit Lyonnais Securities underwrote Adelphia's November 1998 offering of senior notes, Adelphia's October 1999 offering of Class A common stock, ABIZ's November 1999 offering of Class A common stock, Adelphia's September 2000 offering of senior notes, Adelphia's April 2001 offering of convertible subordinated notes, and Adelphia's October 2001 offering of senior notes;

- CSFB Securities underwrote Adelphia's August 1998 offering of Class A common stock, Adelphia's November 1998 offering of senior notes, Adelphia's January 1999 offering of senior notes, Adelphia's October 1999 offering of Class A common stock, Adelphia's October 1999 offering of senior notes, Adelphia's November 1999 offering of senior notes, ABIZ's November 1999 offering of Class A common stock, Adelphia's January 2001 offering of Class A common stock, and Adelphia's October 2001 offering of senior notes;

- Deutsche Bank Securities underwrote Adelphia's October 1999 offering of limited partnership interests in Century-TCI, Adelphia's October 1999 offering of senior notes, and Adelphia's November 2001 offering of Class A common stock;

- DLJ Securities underwrote Adelphia's May 1992 offering of Class A common stock, Adelphia's October 1999 offering of Class A common stock, and ABIZ's November 1999 offering of Class A common stock;

- Fleet Securities underwrote Adelphia's September 2000 offering of senior notes, and Adelphia's October 2001 offering of senior notes;

- Merrill Lynch Securities underwrote ABIZ's 1996 offering of Class A common stock, and Adelphia's October 1999 offering of Class A common stock-

- Morgan Stanley Securities underwrote Adelphia's October 1999 offering of Class A common stock, Adelphia's September 2000 offering of senior notes, Adelphia's January 2001 offering of Class A common stock, Adelphia's April 2001 offering of convertible subordinated notes, and Adelphia's November 2001 offering of Class A common stock;

- PNC Capital Markets underwrote Adelphia's November 1999 offering of senior notes, and Adelphia's September 2000 offering of senior notes;

- Royal Bank of Scotland underwrote Adelphia's October 2001 offering of senior notes;

- Scotia Capital underwrote Adelphia's November 1998 offering of senior notes, Adelphia's November 1999 offering of senior notes, Adelphia's September 2000 offering of senior notes, Adelphia's April 2001 offering

of convertible subordinated notes, and Adelphia's October 2001 offering of senior notes;

- SG Cowen underwrote Adelphia's October 1999 offering of Class A common stock, Adelphia's October 1999 offering of limited partnership interests in Century-TCI, Adelphia's September 2000 offering of senior notes, and Adelphia's April 2001 offering of convertible subordinated notes;

- SunTrust Securities underwrote Adelphia's September 2000 offering of senior notes; and

- TD Securities underwrote Adelphia's July 1997 offering of senior notes and Series A preferred stock, Adelphia's August 1998 offering of Class A common stock, Adelphia's November 1998 offering of senior notes, Adelphia's October 1999 offering of senior notes, Adelphia's November 1999 offering of senior notes, Adelphia's September 2000 offering of senior notes, and Adelphia's October 2001 offering of senior notes.

505. Thus, the Agent Banks — acting in concert with their Investment Bank affiliates — did much more than just lend money to the Debtors on a purportedly arms-length basis. In addition to offering substantial advice to assist the Debtors and the Rigas Family in accessing the commercial lending and capital markets, certain of the Agent Banks, including BofA, BMO and Citibank, participated in structuring the Co-Borrowing Facilities and other credit facilities for the Debtors in a manner that enabled the RFEs to strip assets from the Debtors.

506. Moreover, in addition to their underwriting services, certain of the Investment Banks rendered substantial financial advisory services to the Debtors and, after reviewing the Debtors' confidential and proprietary information, advised the Debtors on financing acquisitions and their business plans. For example, BAS and SSB acted as mergers and acquisitions advisors to the Debtors for various acquisitions of cable systems around the country. In connection with those services, BAS, SSB and other Investment Banks had their Agent Bank affiliates offer bridge loans to finance the Debtors' acquisitions.

507. By providing their lending, underwriting and financial advisory services as one unit — without recognizing a distinction between their lending and capital markets groups — the Agent Banks and their affiliated Investment Banks provided "one-stop shopping" for all the Debtors' financial needs. As a result, the Investment Banks and the Agent Banks, together, became the Debtors' trusted financial advisors and fiduciaries.

508. Moreover, the Agent Banks and the Investment Banks made no meaningful distinction between the Debtors, the Rigas Family, and the RFEs. Indeed, they realized that the key to doing business with Adelphia was to satisfy the personal financial whims of the Rigas Family. Internal documents of each of the Agent Banks and the Investment Banks reflect that their relationship with the Debtors was in reality a relationship with the Rigas Family. For example, BofA and BAS and BMO and BMO NB often referred to their business with the Debtors and the Rigas Family as part of a "Rigas Family" connection, and the Citigroup Defendants often referred to Adelphia and the Rigas Family interchangeably.

509. As a direct result of the Agent Banks' intimate relationship with the Rigas Family and the sweetheart deals they made — i.e., the provision of loans under the Co-Borrowing Facilities in exchange for exorbitant investment banking fees — the Co-Borrowing Facilities were not "arms-length" lending transactions. In addition to working jointly with the Rigas Family to create the fraudulent structure of the Co-Borrowing Facilities, the Agent Banks acquiesced to lending terms (duration, interest rates, etc.) that were not the result of arms-length negotiations, but effectively were dictated by the Rigas Family to the Agent Banks.

510. The Agent Banks acceded to these terms because of the promise of lucrative fees to the Investment Banks, which was their primary motivation in their dealings with the Debtors. The "Rigas Family" connection was extremely lucrative for each of the Agent Banks and the

Investment Banks. Upon information and belief, the lead Agent Banks and Investment Banks under the Co-Borrowing Facilities — BofA, BAS, Wachovia, Wachovia Securities, BMO, BMO NB, Citibank and SSB — earned hundreds of millions of dollars in investment banking and other fees from the Debtors primarily since the first Co-Borrowing Facility closed.

511. This fee income provided the Agent Banks and Investment Banks with a compelling motivation to assist the Rigas Family in their fraudulent activities or to turn a blind eye to them. Each Agent Bank knew that the fees to its affiliated Investment Bank depended upon participation in the Co-Borrowing Facilities: members of the Rigas Family expressly conditioned the granting of investment banking business on participation in the Co-Borrowing Facilities.

512. Thus, many of the Agent Banks approved the Co-Borrowing Facilities even though their total credit exposure to the Debtors and the Rigas Family exceeded lending policy limits. In almost every instance when this occurred, each of the Agent Banks approved a special exception to the exposure limit principally based on the fees to be earned by their affiliated Investment Bank. For example, Defendant BMO approved its participation in the Olympus Co-Borrowing Facility despite exceeding its house exposure limit for Adelphia and the Rigas Family by more than $200 million. BMO approved this enormous exposure limit exception based upon, among other things, its frustration at being excluded from a $1.3 billion bridge loan to an Adelphia subsidiary and related securities offerings — which went to Defendants BofA/BAS, Citibank/SSB and others — and by its desire to obtain a lead role for BMO NB in underwriting future Adelphia securities offerings.

513. Wachovia and Citibank also authorized exposure exceptions in connection with their approval of the Olympus Co-Borrowing Facility and justified those exceptions based upon

"future capital markets opportunities." SSB authorized margin loans for the Rigas Family that were outside house limits with a similar motive.

514. The Rigas Family clearly recognized that offering the enticement of investment banking fees would cause the Agent Banks to participate in the Co-Borrowing Facilities. In his February 17, 2000 letter to the Agent Banks regarding the CCH Co-Borrowing Facility, James Brown stated that:

> All of the lead managers and co-managers of each of these credit facilities are expected to have an opportunity to play a meaningful role in either the ADLAC or ABIZ public security offerings.

(emphasis added). Thus, by agreeing to participate in the CCH Co-Borrowing Facility, among others, the Agent Banks all but insured that their affiliated Investment Banks would garner substantial fees.

G. Defendants Rewarded The Rigas Family With Extensive Margin Loans.

515. One of the most significant and consistent demands made by the Rigas Family — and enticements offered by the Agent Banks and Investment Banks to win business — was the provision of margin loans to finance the Rigas Family's purchase of Adelphia securities. The substantial margin loans provided by Defendants Citigroup, BofA and Deutsche Bank Securities also provided a strong motive for their participation in the Co-Borrowing Facilities: they would always have a second, secured source of repayment if the Rigas Family defaulted on the margin loans.

516. The margin loans — much like the Rigas Family's use of the Co-Borrowing Facilities — were pivotal to enable the Rigas Family to retain voting control over Adelphia during a period of rapid growth through acquisitions. As Adelphia issued additional stock in

connection with these acquisitions, the Rigas Family needed additional cash to purchase Adelphia stock to avoid dilution of their controlling interest. Citigroup, BofA, Deutsche Bank Securities and other defendants knew that the Rigas Family used the margin loans and the Co-Borrowing Facilities to maintain control over Adelphia.

H. The Investment Banks' Fraudulent Solicitation Of The Debtors' Notes.

517. At all relevant times, each of the Investment Banks had affiliates that were Co-Borrowing and Non-Co-Borrowing Lenders.

518. As underwriters of offerings of debt securities issued to the public by Adelphia and its direct and indirect subsidiaries, the Investment Banks had a legal obligation to ensure that Adelphia and its direct and indirect subsidiaries disclosed all material information about the Debtors' business to prospective purchasers of such debt securities.

519. Since May 1999, when the UCA/HHC Co-Borrowing Facility closed, the Investment Banks have underwritten the following public offerings of debt securities:

Debt Security	Issuer	Date	Underwriters
$500 million 9.375% Senior Notes due 11/15/09	Adelphia	11/1999	CSFB Securities, SSB, BNY Capital Markets, Chase Securities, BMO NB, PNC Capital Markets, Scotia Capital, TD Securities
$745 million 10.875% Senior Notes due 10/1/10	Adelphia	9/2000	SSB, BAS, Chase Securities, Morgan Stanley Securities, Scotia Capital, TD Securities, ABN AMRO Securities, Barclays Capital, Credit Lyonnais Securities, Fleet Securities, PNC Capital Markets, SG Cowen, SunTrust Securities
$1.0 billion 6.0% Convertible Subordinated Notes due 2/15/06	Adelphia	1/2001	SSB, BAS
$975 million 3.25% Convertible Subordinated Notes due 5/1/21	Adelphia	4/2001	SSB, BAS, BMO NB, Wachovia Securities, Morgan Stanley Securities, BNY Capital Markets, Credit Lyonnais Securities, Chase Securities, Scotia Capital, SG Cowen

Debt Security	Issuer	Date	Underwriters
$1.0 billion 10.250% Senior Notes due 6/15/11	Adelphia	6/2001	SSB, BAS, BMO NB, CIBC Securities, CSFB Securities, Deutsche Bank Securities, Chase Securities, TD Securities
$500 million 10.250% Senior Notes due 11/1/06	Adelphia	10/2001	CSFB Securities, BMO NB, BNY Capital Markets, CIBC Securities, Credit Lyonnais Securities, Fleet Securities, Mizuho International plc, Scotia Capital, SG Cowen, TD Securities, Royal Bank of Scotland

520. The amount of Debtors' senior bank debt was a material factor in any investor's decision whether to purchase the debt securities, particularly because such securities would be junior in right of payment to the senior bank debt. All of the purchasers of the debt securities referred to above relied on accurate disclosure of the amount of the Debtors' senior bank debt.

521. None of the prospectuses for the debt securities noted above contained accurate disclosures with respect to the amounts outstanding under the Co-Borrowing Facilities. Indeed, the standard practice in these offerings was simply to incorporate by reference the Debtors' most recent SEC filings. Nonetheless, the Investment Banks knew or recklessly disregarded the gross understatement of the amount outstanding under the Co-Borrowing Facilities in these filings.

522. The Investment Banks focused significantly more effort on generating fee income than ensuring appropriate disclosure of the Co-Borrowing Facilities. At all relevant times, the Investment Banks and their Agent Bank affiliates shared all material information and due diligence regarding the Debtors, the RFEs and the Rigas Family. The Investment Banks and Agent Banks did not properly maintain the "information walls" that would prohibit the sharing of such information. To the contrary, the Investment Banks and Agent Banks needed to and, in fact, did share information to maximize their ability to garner additional fees. Thus, uncovering the fraud would have been as simple as requesting from the Debtors — <u>or their Agent Bank affiliates</u>

— the amounts outstanding under the Debtors' credit facilities and comparing those amounts with the Debtors' SEC filings. The Investment Banks either obtained this information from their affiliated lenders (which would have provided actual notice of the fraud) or the Investment Banks recklessly failed to do so.

523. The debt securities solicited by the Investment Banks were issued on a structurally subordinated basis to the Co-Borrowing Facilities. Thus, the purchasers of the debt securities — the parties to whom the Investment Banks provided, or recklessly permitted the Debtors to provide, misleading and false information — would suffer the first losses if the Debtors' businesses collapsed under the weight of the undisclosed debt burden and massive fraud. The structurally subordinated debt securities also ensured that the Co-Borrowing Lenders would have more credit support to ensure repayment of their loans.

I. The Fraud Is Disclosed.

524. On or about March 27, 2002, members of the Rigas Family announced that they had concealed from the public approximately $2.3 billion of the co-borrowing Debtors' liability. Later, that amount was increased to approximately $3.4 billion. On or about April 1, 2002, Adelphia failed to file its Annual Reports on Form 10-K with the SEC as required by applicable regulations. The failure timely to file the 10-K triggered an Event of Default under the Co-Borrowing Facilities.

525. Notwithstanding the Rigas Family's concealment of $3.4 billion of debt and the default under the Co-Borrowing Facilities, the Co-Borrowing Lenders, and in particular BofA, Citibank and/or Citicorp and Deutsche Bank — each being, upon information and belief, acutely aware of the Rigas Family's significant liabilities with respect to their margin accounts at BofA, SSB and Deutsche Bank Securities — continued to approve borrowing requests under the Co-

Borrowing Facilities. Worse still, the Co-Borrowing and NCB Lenders knew that the Debtors would use most, if not all, of the post-disclosure, post-default borrowings to fund margin payments owed by the Rigas Family and the RFEs to the Margin Lenders. Thus, the Co-Borrowing Lenders allowed the Rigas Family to borrow funds under the senior Co-Borrowing Facilities — on which Adelphia was obligated — to pay off the junior margin loans — on which only the Rigas Family was obligated.

526. Faced with the harshly critical public reaction to the disclosure of the fraud at the Debtors, BofA, BMO, Wachovia, the Citigroup Defendants and their respective affiliates issued internal status reports. None of the status reports expressed any shock — let alone surprise — about the situation at the Debtors. To the contrary, each of these institutions acknowledged that they had always known all the material (and previously undisclosed) facts about the Co-Borrowing Facilities.

J. The Inevitable Result Of The Fraud: The Debtors File Chapter 11.

527. Saddled with the massive debt burden of loans that were intended to benefit only the Rigas Family (and which, in fact, did only benefit the Rigas Family), on June 25, 2002 the Debtors filed petitions pursuant to Chapter 11 of the Bankruptcy Code in this Court.

K. Indictment Of The Rigas Family.

528. On July 24, 2002, John Rigas, Timothy Rigas, and Michael Rigas, along with Brown and Mulcahey, were arrested in connection with a criminal complaint filed by the United States Attorney for the Southern District of New York and were charged with nine counts of bank, securities and wire fraud. On September 23, 2002, each of them was indicted.

529. The criminal complaint against these members of the Rigas Family alleges, among other things, that they "looted Adelphia on a massive scale, using the company as the Rigas Family's personal piggy bank, at the expense of public investors and creditors," and that the Rigas Family "fraudulently concealed [their] self-dealing from the public." The criminal complaint also alleges that the Rigas Family concealed their self-dealing by, among other things, failing to accurately disclose Adelphia's liabilities under the Co-Borrowing Facilities and using co-borrowing funds — for which the Co-Borrowing Debtors remained liable — to acquire Adelphia securities to mislead the public into believing that Adelphia was reducing its consolidated leverage.

530. Recently, Brown and another former Adelphia executive, Timothy Werth, pleaded guilty to charges resulting from their participation in the Rigas Family's fraud.

FIRST CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the UCA/HHC Co-Borrowing Lenders)

531. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

532. The UCA/HHC Co-Borrowing Debtors borrowed from, and incurred the obligation to pay indebtedness to, the UCA/HHC Co-Borrowing Lenders in the approximate amount of $831 million pursuant to the UCA/HHC Co-Borrowing Facility (the "UCA/HHC Co-Borrowing Obligations").

533. To secure the repayment of the UCA/HHC Co-Borrowing Obligations, the UCA/HHC Co-Borrowing Debtors conveyed liens, security interests, mortgages, and pledges of their respective property to the UCA/HHC Lenders (the "UCA/HHC Co-Borrowing Security Interests").

534. With each of the UCA/HHC Co-Borrowing Lender's knowledge, reckless disregard and/or consent, at least $642 million of the proceeds of the UCA/HHC Co-Borrowing Facility were used by the Debtors and the Rigas Family for purposes benefiting solely the Rigas Family. A substantial portion of this amount was incurred and paid in the year preceding the Petition Date.

535. The incurrence of the UCA/HHC Co-Borrowing Obligations and the grant of the UCA/HHC Co-Borrowing Security Interests were transfers of interests in property of the UCA/HHC Co-Borrowing Debtors.

536. In incurring the UCA/HHC Co-Borrowing Obligations and granting the UCA/HHC Co-Borrowing Security Interests, the UCA/HHC Co-Borrowing Debtors intended to delay, hinder and defraud any entity to which the UCA/HHC Co-Borrowing Debtors were or became indebted on or after the date that such obligations were incurred or such security interests were granted.

537. At the time the UCA/HHC Co-Borrowing Obligations were incurred and the UCA/HHC Co-Borrowing Security Interests were granted, the UCA/HHC Co-Borrowing Debtors knew or recklessly disregarded the fact that the UCA/HHC Co-Borrowing Debtors would receive no benefit from the amounts borrowed by the RFEs and that the RFEs would be unable to repay amounts borrowed under the UCA/HHC Co-Borrowing Facility. The RFEs contributed a disproportionately small amount of assets to the UCA/HHC Co-Borrowing Facility, and such assets were not sufficient to secure repayment of the amounts borrowed by the RFEs.

538. In furtherance of this fraud, the Rigas Family caused the UCA/HHC Co-Borrowing Debtors to conceal at least $642 million of the borrowings under the UCA/HHC Co-Borrowing Facility and, as alleged supra, deceived creditors into believing that the UCA/HHC Debtors' leverage was being reduced when, in fact, the UCA/HHC Debtors' debts under the UCA/HHC Co-Borrowing Facility were increasing.

539. The UCA/HHC Co-Borrowing Lenders' conduct in participating in the UCA/HHC Co-Borrowing Facility was recklessly indifferent and in bad faith. The uses of the UCA/HHC Co-Borrowing Facility by the Rigas Family occurred with the UCA/HHC Co-Borrowing Lenders' knowledge, reckless disregard and/or consent.

540. The UCA/HHC Co-Borrowing Lenders were initial and/or immediate or mediate transferees of the UCA/HHC Co-Borrowing Obligations and the UCA/HHC Co-Borrowing Security Interests. All of the UCA/HHC Co-Borrowing Lenders received their interest in the Co-Borrowing Obligations and the Co-Borrowing Security Interests with full knowledge of all facts relevant to the voidability of the UCA/HHC Co-Borrowing Facility.

541. By virtue of the foregoing, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, (i) all UCA/HHC Co-Borrowing Obligations incurred pursuant to the UCA/HHC Co-Borrowing Facility on or within one year preceding the Petition Date, which Plaintiffs believe is not less than $400 million, should be avoided, recovered, and preserved for the benefit of the Debtors' estates; and (ii) all UCA/HHC Co-Borrowing Security Interests securing UCA/HHC Co-Borrowing Obligations incurred on or within one year preceding the Petition Date should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

SECOND CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the UCA/HHC Co-Borrowing Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

542-551. Intentionally Omitted.

THIRD CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against the UCA/HHC Co-Borrowing Lenders)

552. Plaintiffs reallege paragraphs 1 through 530 and 532 through 533 as if fully set forth herein.

553. The UCA/HHC Co-Borrowing Debtors incurred the UCA/HHC Co-Borrowing Obligations in the approximate amount of $831 million pursuant to the UCA/HHC Co-Borrowing Facility.

554. To secure the repayment of the UCA/HHC Co-Borrowing Obligations, the UCA/HHC Co-Borrowing Debtors conveyed the UCA/HHC Co-Borrowing Security Interests to the UCA/HHC Co-Borrowing Lenders.

555. At least $642 million of the proceeds of the UCA/HHC Co-Borrowing Facility were used by the Debtors and the Rigas Family for purposes benefiting solely the Rigas Family and the RFEs.

556. The incurrence of the UCA/HHC Co-Borrowing Obligations and the grant of the UCA/HHC Co-Borrowing Security Interests were transfers of interests of the UCA/HHC Co-Borrowing Debtors in property.

557. The UCA/HHC Co-Borrowing Debtors incurred the UCA/HHC Co-Borrowing Obligations and granted the UCA/HHC Co-Borrowing Security Interests with the actual intent to delay, hinder and defraud any entity to which the UCA/HHC Co-Borrowing Debtors were or became indebted, on or after the date that such obligations were incurred or such security interests were granted.

558. The UCA/HHC Co-Borrowing Credit Agreements specifically contemplated that borrowings thereunder could be used by the UCA/HHC Co-Borrowing Debtors or the RFEs. Each of the UCA/HHC Co-Borrowing Debtors and the RFEs could borrow amounts at will under the UCA/HHC Co-Borrowing Facility, and both would be jointly and severally liable for all borrowings thereunder. At the time the UCA/HHC Co-Borrowing Obligations were incurred and the UCA/HHC Co-Borrowing Security Interests were granted, the UCA/HHC Co-Borrowing Debtors knew or recklessly disregarded the fact that the UCA/HHC Co-Borrowing Debtors would receive no benefit from the amounts borrowed by the RFEs and that the RFEs would be unable to repay amounts borrowed under the UCA/HHC Co-Borrowing Facility.

559. The UCA/HHC Co-Borrowing Debtors knew that the RFEs contributed a disproportionately small amount of assets to the UCA/HHC Co-Borrowing Facility, and such assets were not sufficient to secure repayment of the amounts borrowed by the RFEs.

560. In furtherance of this fraud, the Rigas Family caused the UCA/HHC Co-Borrowing Debtors to conceal at least $642 million of the borrowings under the UCA/HHC Co-Borrowing Facility from the public and creditors other than the UCA/HHC Co-Borrowing Lenders. Thus, the UCA/HHC Co-Borrowing Debtors knew that the incurrence of the UCA/HHC Co-Borrowing Facility and the UCA/HHC Co-Borrowing Security Interests would severely inhibit the UCA/HHC Co-Borrowing Debtors' ability to repay other creditors.

561. The UCA/HHC Co-Borrowing Lenders' conduct in participating in the UCA/HHC Co-Borrowing Facility was recklessly indifferent and in bad faith. The uses of the UCA/HHC Co-Borrowing Facility by the Rigas Family occurred with the UCA/HHC Co-Borrowing Lenders' knowledge, reckless disregard and/or consent.

562. The UCA/HHC Co-Borrowing Lenders were initial and/or immediate or mediate transferees of the UCA/HHC Co-Borrowing Obligations and the UCA/HHC Co-Borrowing Security Interests. All of the UCA/HHC Co-Borrowing Lenders received their interest in the UCA/HHC Co-Borrowing Obligations and the UCA/HHC Co-Borrowing Security Interests with full knowledge of all relevant facts relating to the voidability of the UCA/HHC Co-Borrowing Facility.

563. At all times relevant hereto, there were actual creditors of the UCA/HHC Co-Borrowing Debtors holding unsecured claims allowable against the UCA/HHC Co-Borrowing Debtors' estates within the meaning of Sections 502(d) and 544(b) of the Bankruptcy Code. These creditors, among others, have the right to void the UCA/HHC Co-Borrowing Obligations and the UCA/HHC Co-Borrowing Security Interests under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

564. By virtue of the foregoing, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, (A) (i) all UCA/HHC Co-Borrowing Obligations should be avoided, recovered, and preserved for the benefit of the Debtors' estates, and (ii) all UCA/HHC Co-Borrowing Security Interests securing UCA/HHC Co-Borrowing Obligations should be avoided, recovered, and preserved for the benefit of the Debtors' estates; or, alternatively, (B) (i) all UCA/HHC Co-Borrowing Obligations incurred for the benefit of the Rigas Family should be

avoided, recovered, and preserved for the benefit of the Debtors' estates, and (ii) all UCA/HHC Co-Borrowing Security Interests securing UCA/HHC Co-Borrowing Obligations incurred for the benefit of the Rigas Family should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

FOURTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against the UCA/HHC Co-Borrowing Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

565-575. Intentionally Omitted.

FIFTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the CCH Co-Borrowing Lenders)

576. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

577. The CCH Co-Borrowing Debtors borrowed from, and incurred the obligation to pay indebtedness to, the CCH Co-Borrowing Lenders in the approximate amount of $2.5 billion pursuant to the CCH Co-Borrowing Facility (the "CCH Co-Borrowing Obligations").

578. To secure the repayment of the CCH Co-Borrowing Obligations, the CCH Co-Borrowing Debtors conveyed liens, security interests, mortgages and pledges of their respective property to the CCH Lenders (the "CCH Co-Borrowing Security Interests").

579. With the CCH Co-Borrowing Lenders' knowledge, reckless disregard and/or consent, at least $1.66 billion of the proceeds of the CCH Co-Borrowing Facility were used by the Debtors and the Rigas Family for purposes benefiting solely the Rigas Family and the RFEs.

A substantial portion of this amount was incurred and paid in the year preceding the Petition Date.

580. The incurrence of the CCH Co-Borrowing Obligations and the grant of the CCH Co-Borrowing Security Interests were transfers of interests in property of the CCH Co-Borrowing Debtors.

581. In incurring the CCH Co-Borrowing Obligations and granting the CCH Co-Borrowing Security Interests, the CCH Co-Borrowing Debtors intended to delay, hinder and defraud any entity to which the CCH Co-Borrowing Debtors were or became indebted, on or after the date that such obligations were incurred or such security interests were granted.

582. At the time the CCH Co-Borrowing Obligations were incurred and the CCH Co-Borrowing Security Interests were granted, the CCH Co-Borrowing Debtors knew or recklessly disregarded the fact that the CCH Co-Borrowing Debtors would receive no benefit from the amounts borrowed by the RFEs and that the RFEs would be unable to repay amounts borrowed under the CCH Co-Borrowing Facility. The RFEs contributed a disproportionately small amount of assets to the CCH Co-Borrowing Facility, and such assets were not sufficient to secure repayment of the amounts borrowed by the RFEs.

583. In furtherance of this fraud, the Rigas Family caused the CCH Co-Borrowing Debtors to conceal at least $1.66 billion of the borrowings under the CCH Co-Borrowing Facility and, as alleged supra, deceived creditors into believing that the CCH Debtors' leverage was being reduced when, in fact, the CCH Debtors' debts under the CCH Co-Borrowing Facility were increasing.

584. The CCH Co-Borrowing Lenders' conduct in participating in the CCH Co-Borrowing Facility was recklessly indifferent and in bad faith. The uses of the CCH Co-Borrowing Facility by the Rigas Family occurred with the CCH Co-Borrowing Lenders' knowledge, reckless disregard and/or consent.

585. The CCH Co-Borrowing Lenders were initial and/or immediate or mediate transferees of the CCH Co-Borrowing Obligations and the CCH Co-Borrowing Security Interests. All of the CCH Co-Borrowing Lenders received their interest in the Co-Borrowing Obligations and the Co-Borrowing Security Interests with full knowledge of all facts relevant to the voidability of the CCH Co-Borrowing Facility.

586. By virtue of the foregoing, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, (i) all CCH Co-Borrowing Obligations incurred pursuant to the CCH Co-Borrowing Facility on or within one year preceding the Petition Date, which Plaintiffs believe is not less than $600 million, should be avoided, recovered, and preserved for the benefit of the Debtors' estates; and (ii) all CCH Co-Borrowing Security Interests securing CCH Co-Borrowing Obligations incurred on or within one year preceding the Petition Date should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

SIXTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the CCH Co-Borrowing Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

587-596. Intentionally Omitted.

SEVENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against the CCH Co-Borrowing Lenders)

597. Plaintiffs reallege paragraphs 1 through 530 and 557 through 558 as if fully set forth herein.

598. The CCH Co-Borrowing Debtors incurred the CCH Co-Borrowing Obligations in the approximate amount of $2.5 billion pursuant to the CCH Co-Borrowing Facility.

599. To secure the repayment of the CCH Co-Borrowing Obligations, the CCH Co-Borrowing Debtors conveyed the CCH Co-Borrowing Security Interests to the CCH Co-Borrowing Lenders.

600. At least $ 1.66 billion of the proceeds of the CCH Co-Borrowing Facility were used by the Debtors and the Rigas Family for purposes benefiting solely the Rigas Family and the RFEs.

601. The incurrence of the CCH Co-Borrowing Obligations and the grant of the CCH Co-Borrowing Security Interests were transfers of interests in property of the CCH Co-Borrowing Debtors.

602. The CCH Co-Borrowing Debtors incurred the CCH Co-Borrowing Obligations and granted the CCH Co-Borrowing Security Interests with the actual intent to delay/hinder and defraud any entity to which the CCH Co-Borrowing Debtors were or became indebted on or after the date that such obligations were incurred or such security interests were granted.

603. The CCH Co-Borrowing Credit Agreements specifically contemplated that borrowings thereunder could be used by the CCH Co-Borrowing Debtors or the RFEs. Each of

the CCH Co-Borrowing Debtors and the RFEs could borrow amounts at will under the CCH Co-Borrowing Facility and both would be jointly and severally liable for all borrowings thereunder. At the time the CCH Co-Borrowing Obligations were incurred and the CCH Co-Borrowing Security Interests were granted, the CCH Co-Borrowing Debtors knew or recklessly disregarded the fact that the CCH Co-Borrowing Debtors would receive no benefit from the amounts borrowed by the RFEs and that the RFEs would be unable to repay amounts borrowed under the CCH Co-Borrowing Facility.

604. The CCH Co-Borrowing Debtors knew that the RFEs contributed a disproportionately small amount of assets to the CCH Co-Borrowing Facility, and such assets were not sufficient to secure repayment of the amounts borrowed by the RFEs.

605. In furtherance of this fraud, the Rigas Family caused the CCH Co-Borrowing Debtors to conceal at least $1.66 billion of the borrowings under the CCH Co-Borrowing Facility from the public and creditors other than the CCH Co-Borrowing Lenders. Thus, the CCH Co-Borrowing Debtors knew that the incurrence of the CCH Co-Borrowing Facility and the CCH Co-Borrowing Security Interests would severely inhibit the CCH Co-Borrowing Debtors' ability to repay other creditors.

606. The CCH Co-Borrowing Lenders' conduct in participating in the CCH Co-Borrowing Facility was recklessly indifferent and in bad faith. The uses of the CCH Co-Borrowing Facility by the Rigas Family occurred with the CCH Co-Borrowing Lenders' knowledge, reckless disregard and/or consent.

607. The CCH Co-Borrowing Lenders were initial and/or immediate or mediate transferees of the CCH Co-Borrowing Obligations and the CCH Co-Borrowing Security

Interests. All of the CCH Co-Borrowing Lenders received their interest in the CCH Co-Borrowing Obligations and the CCH Co-Borrowing Security Interests with full knowledge of all relevant facts relating to the voidability of the CCH Co-Borrowing Facility.

608. At all times relevant hereto, there were actual creditors of the CCH Co-Borrowing Debtors holding unsecured claims allowable against the CCH Co-Borrowing Debtors' estates within the meaning of Sections 502(d) and 544(b) of the Bankruptcy Code. These creditors, among others, have the right to void the CCH Co-Borrowing Obligations and the CCH Co-Borrowing Security Interests under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

609. By virtue of the foregoing, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, (A) (i) all CCH Co-Borrowing Obligations should be avoided, recovered, and preserved for the benefit of the Debtors' estates, and (ii) all CCH Co-Borrowing Security Interests securing CCH Co-Borrowing Obligations should be avoided, recovered, and preserved for the benefit of the Debtors' estates; or, alternatively, (B) (i) all CCH Co-Borrowing Obligations incurred for the benefit of the Rigas Family should be avoided, recovered, and preserved for the benefit of the Debtors' estates, and (ii) all CCH Co-Borrowing Security Interests securing CCH Co-Borrowing Obligations incurred for the benefit of the Rigas Family should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

EIGHTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against the CCH Co-Borrowing Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

610-620. Intentionally Omitted.

NINTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the Olympus Co-Borrowing Lenders)

621. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

622. The Olympus Co-Borrowing Debtors borrowed from, and incurred the obligation to pay indebtedness to, the Olympus Co-Borrowing Lenders in the approximate amount of $831 million pursuant to the Olympus Co-Borrowing Facility (the "Olympus Co-Borrowing Obligations").

623. To secure the repayment of the Olympus Co-Borrowing Obligations, the Olympus Co-Borrowing Debtors conveyed liens, security interests, mortgages and pledges of their respective property to the Olympus Lenders (the "Olympus Co-Borrowing Security Interests").

624. With the Olympus Co-Borrowing Lenders' knowledge, reckless disregard and/or consent, at least $751.5 million of the proceeds of the Olympus Co-Borrowing Facility were used by the Debtors and the Rigas Family for purposes benefiting solely the Rigas Family. A substantial portion of this amount was incurred and paid in the year preceding the Petition Date.

625. The incurrence of the Olympus Co-Borrowing Obligations and the grant of the Olympus Co-Borrowing Security Interests were transfers of interests in property of the Olympus Co-Borrowing Debtors.

626. In incurring the Olympus Co-Borrowing Obligations and granting the Olympus Co-Borrowing Security Interests, the Olympus Co-Borrowing Debtors intended to delay, hinder and defraud any entity to which the Olympus Co-Borrowing Debtors were or became indebted, on or after the date that such obligations were incurred or such security interests were granted.

627. At the time the Olympus Co-Borrowing Obligations were incurred and the Olympus Co-Borrowing Security Interests were granted, the Olympus Co-Borrowing Debtors knew or recklessly disregarded the fact that the Olympus Co-Borrowing Debtors would receive no benefit from the amounts borrowed by the RFEs and that the RFEs would be unable to repay amounts borrowed under the Olympus Co-Borrowing Facility. The RFEs contributed a disproportionately small amount of assets to the Olympus Co-Borrowing Facility, and such assets were not sufficient to secure repayment of the amounts borrowed by the RFEs.

628. In furtherance of this fraud, the Rigas Family caused the Olympus Co-Borrowing Debtors to conceal at least $751.5 million of the borrowings under the Olympus Co-Borrowing Facility and, as alleged supra, deceived creditors into believing that the Olympus Debtors' leverage was being reduced when, in fact, the Olympus Debtors' debts under the Olympus Co-Borrowing Facility were increasing.

629. The Olympus Co-Borrowing Lenders' conduct in participating in the Olympus Co-Borrowing Facility was recklessly indifferent and in bad faith. The uses of the Olympus Co-Borrowing Facility by the Rigas Family occurred with the Olympus Co-Borrowing Lenders' knowledge, reckless disregard and/or consent.

630. The Olympus Co-Borrowing Lenders were initial and/or immediate or mediate transferees of the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security

Interests. All of the Olympus Co-Borrowing Lenders received their interest in the Co-Borrowing Obligations and the Co-Borrowing Security Interests with full knowledge of all facts relevant to the voidability of the Olympus Co-Borrowing Facility.

631. By virtue of the foregoing, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, (i) all Olympus Co-Borrowing Obligations incurred pursuant to the Olympus Co-Borrowing Facility on or within one year preceding the Petition Date, which Plaintiffs believe is not less than $500 million, should be avoided, recovered, and preserved for the benefit of the Debtors' estates; and (ii) all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations incurred on or within one year preceding the Petition Date should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

TENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the Olympus Co-Borrowing Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

632-641. Intentionally Omitted.

ELEVENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against the Olympus Co-Borrowing Lenders)

642. Plaintiffs reallege paragraphs 1 through 530 and 622 through 623 as if fully set forth herein.

643. The Olympus Co-Borrowing Debtors incurred the Olympus Co-Borrowing Obligations in the approximate amount of $1.3 billion pursuant to the Olympus Co-Borrowing Facility.

644. To secure the repayment of the Olympus Co-Borrowing Obligations, the Olympus Co-Borrowing Debtors conveyed the Olympus Co-Borrowing Security Interests to the Olympus Co-Borrowing Lenders.

645. At least $751.5 million of the proceeds of the Olympus Co-Borrowing Facility were used by the Debtors and the Rigas Family for purposes benefiting solely the Rigas Family and the RFEs.

646. The incurrence of the Olympus Co-Borrowing Obligations and the grant of the Olympus Co-Borrowing Security Interests were transfers of interests of the Olympus Co-Borrowing Debtors in property.

647. The Olympus Co-Borrowing Debtors incurred the Olympus Co-Borrowing Obligations and granted the Olympus Co-Borrowing Security Interests with the actual intent to delay, hinder and defraud any entity to which the Olympus Co-Borrowing Debtors were or became indebted, on or after the date that such obligations were incurred or such security interests were granted.

648. The Olympus Co-Borrowing Credit Agreements specifically contemplated that borrowings thereunder could be used by the Olympus Co-Borrowing Debtors or the RFEs. Each of the Olympus Co-Borrowing Debtors and the RFEs could borrow amounts at will under the Olympus Co-Borrowing Facility, and both would be jointly and severally liable for all borrowings thereunder. At the time the Olympus Co-Borrowing Obligations were incurred and the Olympus Co-Borrowing Security Interests were granted, the Olympus Co-Borrowing Debtors knew or recklessly disregarded the fact that the Olympus Co-Borrowing Debtors would

receive no benefit from the amounts borrowed by the RFEs and that the RFEs would be unable to repay amounts borrowed under the Olympus Co-Borrowing Facility.

649. The Olympus Co-Borrowing Debtors knew that the RFEs contributed a disproportionately small amount of assets to the Olympus Co-Borrowing Facility, and such assets were not sufficient to secure repayment of the amounts borrowed by the RFEs.

650. In furtherance of this fraud, the Rigas Family caused the Olympus Co-Borrowing Debtors to conceal at least $751.5 million of the borrowings under the Olympus Co-Borrowing Facility from the public and creditors other than the Olympus Co-Borrowing Lenders. Thus, the Olympus Co-Borrowing Debtors knew that the incurrence of the Olympus Co-Borrowing Facility and the Olympus Co-Borrowing Security Interests would severely inhibit the Olympus Co-Borrowing Debtors' ability to repay other creditors.

651. The Olympus Co-Borrowing Lenders' conduct in participating in the Olympus Co-Borrowing Facility was recklessly indifferent and in bad faith. The uses of the Olympus Co-Borrowing Facility by the Rigas Family occurred with the Olympus Co-Borrowing Lenders' knowledge, reckless disregard and/or consent.

652. The Olympus Co-Borrowing Lenders were initial and/or immediate or mediate transferees of the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests. All of the Olympus Co-Borrowing Lenders received their interest in the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests with full knowledge of all relevant facts relating to the voidability of the Olympus Co-Borrowing Facility.

653. At all times relevant hereto, there were actual creditors of the Olympus Co-Borrowing Debtors holding unsecured claims allowable against the Olympus Co-Borrowing

Debtors' estates within the meaning of Sections 502(d) and 544(b) of the Bankruptcy Code. These creditors, among others, have the right to void the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

654. By virtue of the foregoing, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, (A) (i) all Olympus Co-Borrowing Obligations should be avoided, recovered, and preserved for the benefit of the Debtors' estates, and (ii) all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations should be avoided, recovered, and preserved for the benefit of the Debtors' estates; or, alternatively, (B) (i) all Olympus Co-Borrowing Obligations incurred for the benefit of the Rigas Family should be avoided, recovered, and preserved for the benefit of the Debtors' estates, and (ii) all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations incurred for the benefit of the Rigas Family should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

TWELFTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against the Olympus Co-Borrowing Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

655-665. Intentionally Omitted.

THIRTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against Century-TCI Lenders)

666. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

667. The Century-TCI Debtors borrowed from, and incurred the obligation to pay indebtedness to, the Century-TCI Lenders in the approximate amount of $l billion pursuant to the Century-TCI Facility (the "Century-TCI Obligations").

668. To secure the repayment of the Century-TCI Obligations, the Century-TCI Debtors conveyed security interests and pledges in their respective property to the Century-TCI Lenders (the "Century-TCI Security Interests").

669. With each of the Century-TCI Lender's knowledge, reckless disregard and/or consent, at least $408 million from the Century-TCI Credit Facility was used by the Rigas Family to purchase common stock and convertible notes (the "Century-TCI Transfer") in the year preceding the Petition Date.

670. In consummating the Century-TCI Transfer, the Debtors intended to delay, hinder and defraud any entity to which the Century-TCI Debtors were or became indebted, on or after the date that the Century-TCI Transfer was incurred or the Century-TCI Security Interests for the Century-TCI Transfer were granted. The Debtors knew that the Century-TCI Transfer would benefit solely the Rigas Family.

671. The Century-TCI Obligations Lenders' conduct was recklessly indifferent and in bad faith. By virtue of their substantial participation in the Co-Borrowing Facilities, the Century-TCI Lenders knew or recklessly disregarded the fact that the Debtors' business was suffused with fraud; that the Debtors used proceeds of the Co-Borrowing Facilities for purposes that benefited solely the Rigas Family; that the Debtors were concealing billions of dollars of their borrowings under the Co-Borrowing Facilities from other creditors; and that the Debtors were commingling the Debtors' and the Rigas Family's cash. The Century-TCI Lenders had no

reasonable basis to believe that the Century-TCI Facility would not be used in furtherance of the fraud.

672. The incurrence of the Century-TCI Obligations and the Century-TCI Security Interests were transfers of interests of the Debtors in property.

673. By virtue of the foregoing, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, (i) the Century-TCI Transfer should be avoided, recovered, and preserved for the benefit of the Debtors' estates; and (ii) all Century-TCI Security Interests securing the Century-TCI Transfer should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

FOURTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against Century-TCI Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

674-682. Intentionally Omitted.

FIFTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against Century-TCI Lenders)

683. Plaintiffs reallege paragraphs 1 through 530 and 667 through 669 as if fully set forth herein.

684. The Century-TCI Debtors incurred the Century-TCI Obligations in the amount of $1 billion.

685. To secure the repayment of the Century-TCI Obligations, the Century-TCI Debtors conveyed the Century-TCI Security Interests.

686. With each of the Century-TCI Lender's knowledge, reckless disregard and/or consent, at least $408 million of the Century-TCI Obligations were incurred for purposes that benefited solely the Rigas Family.

687. In consummating the Century-TCI Transfer, the Century-TCI Debtors intended to delay, hinder and defraud any entity to which the Century-TCI Debtors were or became indebted, on or after the date that such obligations were incurred or such security interests were granted. The Century-TCI Debtors knew or recklessly disregarded the fact that the Century-TCI Transfer would benefit solely the Rigas Family.

688. The Century-TCI Lenders' conduct was recklessly indifferent and in bad faith. By virtue of their substantial participation in the Co-Borrowing Facilities, the Century-TCI Lenders knew or recklessly disregarded the fact that the Debtors' business was suffused with fraud; that the Debtors used proceeds of the Co-Borrowing Facilities for purposes that benefited solely the Rigas Family; that the Debtors were concealing billions of dollars of their borrowings under the Co-Borrowing Facilities from other creditors; and that the Debtors were commingling the Debtors' and the Rigas Family's cash. The Century-TCI Lenders had no reasonable basis to believe that the Non-Co-Borrowing Facilities would not be used in furtherance of the fraud.

689. The incurrence of the Century-TCI Obligations and the Century-TCI Security Interests were transfers of interests of the Debtors in property.

690. The Century-TCI Lenders were initial and/or immediate or mediate transferees of the Century-TCI Transfer and the Century-TCI Security Interests securing the Century-TCI Transfer. All of the Century-TCI Lenders received their interest in the Century-TCI Transfer with full knowledge of the facts relating to such transfer.

691. At all times relevant hereto, there were actual creditors of the Century-TCI Debtors holding unsecured claims allowable against the Debtors' estates within the meaning of Sections 502(d) and 544(b) of the Bankruptcy Code. These creditors, among others, have the right to void the Century-TCI Transfer and the Century-TCI Security Interests securing the Century-TCI Transfer under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

692. By virtue of the foregoing, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, (i) the Century-TCI Transfers should be avoided, recovered, and preserved for the benefit of the Debtors' estates; and (ii) all Century-TCI Security Interests securing the Century-TCI Transfer should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

SIXTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against The Century-TCI Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

693-702. Intentionally Omitted.

SEVENTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against Fleet)

703. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

704. Upon information and belief, one or more of the Debtors made the following transfers to Fleet individually and/or as agent for other banks (the "Fleet Payments") on account of a debt owed by one or more RFEs:

Date	Amount
06/14/99	$157,505.17
06/14/99	$161,913.29
06/30/99	$21,303.81
06/30/99	$202,258.54
07/09/99	$156,679.11
07/09/99	$162,739.35
08/03/99	$139,021.81
08/03/99	$180,396.65
09/01/99	$152,269.48
09/01/99	$167,148.98
10/01/99	$148,602.59
10/01/99	$170,815.87
11/01/99	$143,095.63
11/01/99	$176,322.83
12/01/99	$44,015.73
12/01/99	$149,398.61
12/01/99	$170,019.85
12/01/99	$405,965.93
1/03/00	$125,103.83
1/03/00	$194,314.63
1/31/00	$188,569.70
1/31/00	$200,325.63
3/01/00	$111,827.33
3/01/00	$177,068.00
3/22/00	$18,583,541.96
3/31/00	$160,614.20
3/31/00	$178,281.13
5/01/00	$150,472.40
5/01/00	$188,422.93
5/31/00	$156,388.61
5/31/00	$182,506.72
7/03/00	$147,528.03
7/03/00	$191,367.30
7/31/00	$146,882.85
7/31/00	$180,774.81
8/31/00	$149,454.86
8/31/00	$178,202.80
9/29/00	$161,869.22
9/29/00	$165,788.44
10/30/00	$151,483.11
10/30/00	$176,174.55
11/29/00	$158,142.17
11/29/00	$169,515.49
12/29/00	$159,229.30
12/29/00	$168,428.36
1/26/01	$156,692.54

Date	Amount
1/26/01	$171,225.39
2/26/01	$152,129.31
2/26/01	$175,788.62
3/28/01	$141,651.85
3/28/01	$186,266.08
4/27/01	$197,456.04
4/27/01	$130,461.89
5/25/01	$108,915.30
5/25/01	$219,002.63
6/25/01	$111,426.03
6/25/01	$216,491.90
7/26/01	$104,317.12
7/26/01	$183,726.12
8/28/01	$109,979.92
8/28/01	$178,063.32
9/28/01	$98,005.49
9/28/01	$190,037.75
10/30/01	$80,309.15
10/30/01	$207,734.09
11/30/01	$217,426.50
11/30/01	$70,616.74
12/31/01	$64,275.98
12/31/01	$223,767.26
1/31/02	$205,635.55
1/31/02	$60,581.08
3/01/02	$54,269.61
3/01/02	$211,947.02
4/01/02	$58,308.49
4/01/02	$207,908.14
5/01/02	$56,198.30
5/01/02	$210,018.33
Total	$30,572,385.13

705. Upon information and belief, the Fleet Payments were made on account of a debt owed by an RFE related to the Buffalo Sabres. The Fleet Payments were earmarked by the Debtors to pay Fleet on account of this debt.

706. The Fleet Payments were transfers of an interest of one or more of the Debtors in property.

707. The Debtors made the Fleet Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the Fleet Payments were made. The Debtors received no consideration for the Fleet Payments. Instead, the Fleet Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

708. Fleet was the initial and/or immediate or mediate transferee of the Fleet Payments.

709. At all times relevant hereto, there were actual creditors of the Debtors that made the Fleet Payments. These creditors have the right to void the Fleet Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

710. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the Fleet Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

EIGHTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against Fleet)

NOT ADOPTED BY EQUITY COMMITTEE

711-717. Intentionally Omitted.

NINETEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548 and 550 Against Fleet)

718. Plaintiffs reallege paragraphs 1 through 530 and 704 as if fully set forth herein.

719. One or more of the Debtors made the Fleet Payments on account of a debt owed by an RFE. Upon information and belief, this debt related to the Buffalo Sabres. At least $3,121,043.89 of the Fleet Payments were made on or within a year of the Petition Date.

720. Upon information and belief, the Fleet Payments were made on account of a debt owed by an RFE related to the Buffalo Sabres. The Fleet Payments were earmarked by the Debtors to pay Fleet on account of this debt.

721. The Fleet Payments were transfers of an interest of one or more of the Debtors in property.

722. The Debtors made the Fleet Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the Fleet Payments were made. The Debtors received no consideration for the Fleet Payments. Instead, the Fleet Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

723. Fleet was the initial and/or immediate or mediate transferee of the Fleet Payments.

724. By virtue of the foregoing, pursuant to sections 548 and 550 of the Bankruptcy Code, at least $3,121,043.89 of the Fleet Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTIETH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548 And 550 Against Fleet)

NOT ADOPTED BY EQUITY COMMITTEE

725-730. Intentionally Omitted.

TWENTY-FIRST CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against HSBC)

731. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

732. Upon information and belief, one or more of the Debtors made the following payments to HSBC, individually and/or as agent for certain other banks (the "HSBC Payments") on account of a debt owed by one or more RFEs:

Date	Amount
6/28/99	$306,503.02
6/28/99	$32,278.50
12/01/99	$615,085.56
12/01/99	$66,690.50
3/22/00	$769,264.25
3/22/00	$10,826,133.67
Total	$12,615,955.50

733. Upon information and belief, this debt related to the Buffalo Sabres. The Debtors earmarked the HSBC Payments to pay HSBC on account of this debt.

734. The HSBC Payments were transfers of an interest of one or more of the Debtors in property.

735. The Debtors made the HSBC Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the HSBC Payments were made. The Debtors received no consideration for the HSBC Payments.

Instead, the HSBC Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

736. HSBC was the initial and/or immediate or mediate transferee of the HSBC Payments.

737. At all times relevant hereto, there were actual creditors of the Debtors that made the HSBC Payments. These creditors have the right to void the HSBC Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

738. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the HSBC Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-SECOND CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against HSBC)

NOT ADOPTED BY EQUITY COMMITTEE

739-745. Intentionally Omitted.

TWENTY-THIRD CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against Key Bank)

746. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

747. One or more of the Debtors made the following payments to Key Bank, individually and/or as agent for certain other banks (the "Key Bank Payments")

Date	Amount
06/28/99	$104,433.13
06/28/99	$176,870.26
06/28/99	$93,650.81
06/28/99	$10,739.75
12/01/99	$91,040.39
12/01/99	$171,809.80
12/01/99	$205,016.85
12/01/99	$22,189.42
03/22/00	$3,902,444.49
Total	$4,778,194.90

748. Upon information and belief, the Key Bank Payments were made on account of debts owed by one or more RFEs related to the Buffalo Sabres. The Key Bank Payments were earmarked by the Debtors to pay Key Bank in respect of such debts.

749. The Key Bank Payments were transfers of an interest of one or more of the Debtors in property.

750. The Debtors made the Key Bank Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the Key Bank Payments were made. The Debtors received no consideration for the Key Bank Payments. Instead, the Key Bank Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

751. Key Bank was the initial and/or immediate or mediate transferee of the Key Bank Payments.

752. At all times relevant hereto, there were actual creditors of the Debtors that made the Key Bank Payments. These creditors, among others, have the right to void the Key Bank

Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

753. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the Key Bank Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-FOURTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 against Key Bank)

NOT ADOPTED BY EQUITY COMMITTEE

754-760. Intentionally Omitted.

TWENTY-FIFTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against BNS)

761. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

762. One or more of the Debtors made the following payments to BNS, individually and/or as agent for certain other banks (the "BNS Payments"):

Date	Amount
01/29/99	$915,711.27
03/01/99	$50,000.00
03/31/99	$2,059,232.18
03/31/99	$5,000,000.00
04/30/99	$1,490,402.98
04/30/99	$190,000,000.00
06/30/99	$119,075.34
07/02/99	$185,000,000.00
09/30/99	$78,561.64
09/30/99	$171,061.63
10/08/99	$245,200.00
10/08/99	$180,000,000.00
12/31/99	$133,150.68

Date	Amount
02/16/00	$1,609,190.63
03/03/00	$50,000.00
03/31/00	$5,000,000.00
03/31/00	$701,079.17
05/15/00	$2,310,609.38
06/30/00	$621,959.72
06/30/00	$6,250,000.00
07/17/00	$1,735,551.56
09/22/00	$12,306.25
10/02/00	$565,272.92
10/02/00	$6,250,000.00
10/16/00	$2,553,829.69
12/15/00	$1,662,750.00
12/29/00	$115,576.39
12/29/00	$6,250,000.00
01/02/01	$314,157.64
03/12/01	$2,391,412.50
04/20/01	$50,000.00
04/02/01	$293,058.59
04/02/01	$6,250,000.00
05/02/01	$48,572.92
06/12/01	$2,011,760.25
06/29/01	$72,389.24
06/29/01	$8,750,000.00
09/12/01	$1,624,546.45
Total	$622,756,419.02

763. The BNS Payments were made on account of debts owed by one or more RFEs. The BNS Payments were earmarked by the Debtors to pay BNS in respect of such debt.

764. The BNS Payments were transfers of an interest of one or more of the Debtors in property.

765. The Debtors made the BNS Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the BNS Payments were made. The Debtors received no consideration for the BNS Payments. Instead, the BNS Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

766. BNS was the initial and/or immediate or mediate transferee of the BNS Payments.

767. At all times relevant hereto, there were actual creditors of the Debtors that made the BNS Payments. These creditors have the right to void the BNS Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

768. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the BNS Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-SIXTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against BNS)

NOT ADOPTED BY EQUITY COMMITTEE

769-775. Intentionally Omitted.

TWENTY-SEVENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 548 and 550 Against BNS)

776. Plaintiffs reallege paragraphs 1 through 530 and 762 as if fully set forth herein.

777. One or more of the Debtors made the BNS Payments. At least $10,446,935.69 of the BNS Payments were made on or within the year preceding the Petition Date. The BNS Payments were earmarked by the Debtors to pay BNS in respect of such debt.

778. The BNS Payments were transfers of an interest of one or more of the Debtors in property.

779. The Debtors made the BNS Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the BNS Payments were made. The Debtors received no consideration for the BNS Payments. Instead, the BNS Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

780. BNS was the initial and/or immediate or mediate transferee of the BNS Payments.

781. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, at least $10,446,935.69 the BNS Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-EIGHTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548 and 550 Against BNS)

NOT ADOPTED BY EQUITY COMMITTEE

782-787. Intentionally Omitted.

TWENTY-NINTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against CIBC)

788. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

789. One or more of the Debtors made the following payments to CIBC, individually and as agent for certain other banks (the "CIBC Payments"):

Date	Amount
01/04/99	$386,511.67
01/04/99	$222,000,000.00
01/19/99	$103,000,000.00
03/15/99	$207,333.33
03/15/99	$100,000,000.00
03/31/99	$134,794.52
03/31/99	$245,029.11
04/07/99	$315,947.92
04/07/99	$262,500,000.00
04/29/99	$62,029.11
05/06/99	$110,609.05
05/06/99	$16,181.51
Total	$688,978,436.22

790. The CIBC Payments were on account of a debt of Hilton Head, an RFE. The CIBC Payments were earmarked by the Debtors to pay CIBC in respect of such debt.

791. The CIBC Payments were transfers of an interest of one or more of the Debtors in property.

792. The Debtors made the CIBC Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the CIBC Payments were made. The Debtors received no consideration for the CIBC Payments. Instead, the CIBC Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

793. CIBC was the initial and/or immediate or mediate transferee of the CIBC Payments.

794. At all times relevant hereto, there were actual creditors of the Debtors that made the CIBC Payments. These creditors have the right to void the CIBC Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

795. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the CIBC Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

THIRTIETH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against CIBC)

NOT ADOPTED BY EQUITY COMMITTEE

796-802. Intentionally Omitted.

THIRTY-FIRST CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 548 and 550 Against the Margin Lenders)

803. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

804. The Rigas Family and/or the RFEs incurred certain margin loans (the "Margin Loans") to the Margin Lenders. The Margin Loans were secured by stock and other securities owned by the Rigas Family, including securities issued by Adelphia.

805. In the year preceding the Petition Date, the Debtors made the following payments to the Margin Lenders in respect of the Margin Loans in the following amounts (the "Margin Loan Payments"):

Transferee	Date	Amount
SSB	07/12/01	$1,373,414.95
SSB	09/26/01	$6,121,277.47
SSB	10/03/01	$1,165,173.09
SSB	10/03/01	$6,380,378.00
SSB	10/09/01	$1,829,412.00
SSB	10/11/01	$1,963,150.00
SSB	10/15/01	$610,501.00
SSB	10/17/01	$8,522,889.00
SSB	10/19/01	$1,162,960.00
SSB	11/02/01	$357,891.00
SSB	11/05/01	$3,488,580.00
SSB	11/16/01	$4,127,767.00
SSB	03/28/02	$2,994,394.00
SSB	04/03/02	$10,678,982.02
SSB	04/04/02	$48,401.00
SSB	04/05/02	$5,232,869.00
SSB	4/08/02	$5,174,727.00
SSB	4/09/02	$3,750,223.00
SSB	04/10/02	$2,296,648.00
SSB	04/17/02	$203,500.00
SSB	04/18/02	$5,494,214.00
SSB	04/19/02	$2,936,520.00
SSB	04/24/02	$959,360.00
SSB	04/26/02	$1,409,463.00
SSB	04/29/02	$755,859.00
SSB	05/10/02	$5,000,000.00
	Subtotal	$84,183,911.53
BofA	07/31/01	$714,277.78
BofA	10/05/01	$2,920,211.35
BofA	10/31/01	$622,441.93
BofA	01/28/02	$410,692.69
BofA	01/28/02	$1,764.29
BofA	02/22/02	$6,056,078.54
BofA	04/01/02	$232,551.14
BofA	04/01/02	$41,023,710.11
	Subtotal	$51,981,727.83
Goldman Sachs	08/17/01	$1,700,000.00
Goldman Sachs	08/23/01	$2,700,000.00
Goldman Sachs	08/29/01	$2,100,000.00
Goldman Sachs	09/18/01	$5,000,000.00
Goldman Sachs	09/20/01	$500,000.00
Goldman Sachs	09/21/01	$5,000,000.00
Goldman Sachs	09/25/01	$350,000.00

Transferee	Date	Amount
Goldman Sachs	09/25/01	$(350,000.00)
Goldman Sachs	09/25/01	$3,500,000.00
Goldman Sachs	09/27/01	$1,750,000.00
Goldman Sachs	10/01/01	$4,500,000.00
Goldman Sachs	10/03/01	$2,500,000.00
Goldman Sachs	11/15/01	$150,000.00
Goldman Sachs	11/19/01	$75,000.00
Goldman Sachs	02/21/02	$2,352,592.00
Goldman Sachs	02/22/02	$798,926.00
Goldman Sachs	03/28/02	$6,359,647.00
Goldman Sachs	03/29/02	$3,886,669.00
Goldman Sachs	04/02/02	$3,934,629.00
Goldman Sachs	04/03/02	$2,786,446.00
Goldman Sachs	04/04/02	$1,705,815.00
Goldman Sachs	04/05/02	$2,245,631.00
Goldman Sachs	04/12/02	$4,296,928.00
Goldman Sachs	04/15/02	$2,180,853.00
Goldman Sachs	04/22/02	$1,554,668.00
Goldman Sachs	04/23/02	$971,667.00
Goldman Sachs	04/29/02	$43,185.00
Goldman Sachs	05/09/02	$266,522.00
	Subtotal	$62,859,178.00
Deutsche Bank	03/28/02	$25,000,000.00
Deutsche Bank	03/28/02	$25,000,000.00
Deutsche Bank	04/03/02	$264,793.11
Deutsche Bank	04/03/02	$20,391.66
	Subtotal	$50,285,184.77
	Grand Total	$249,310,002.13

806. In making the Margin Loan Payments, the Debtors intended to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that such payments were made. The Debtors received no consideration for the Margin Loan Payments. To the contrary, the Margin Loan Payments were made for the sole purpose of benefiting the Rigas Family.

807. The Margin Lenders knew or recklessly disregarded the fact that the Rigas Family intended to cause Adelphia to repay the Margin Loans and that Adelphia and its creditors received no consideration from the Margin Loan Payments.

808. By virtue of the foregoing, pursuant to sections 548 and 550 of the Bankruptcy Code, all Margin Loan Payments made on or within one year preceding the Petition Date should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

THIRTY-SECOND CLAIM FOR RELIEF

(Violation of the Bank Holding Company Act Against the Agent Banks and the Investment Banks)

809. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

810. Each of the Agent Banks is either or both of the following: (a) an insured bank as defined in section 1813(h) of title 12 of the United States Code, or (b) an institution organized under the laws of the United States, a State, the District of Columbia or any territory of the United States which both accepts demand deposits or deposits that the depositor may withdraw by check or similar means for payment to third parties or others, and is engaged in the business of making commercial loans.

811. Each of the Agent Banks is a "bank" within the meaning of sections 1841(c) and 1971 of title 12 of the United States Code.

812. Each of the Investment Banks and its affiliated Agent Bank is a subsidiary of the same bank holding company.

813. At various times herein, the Agent Banks conditioned their extensions of credit to the Debtors, and/or fixed or varied the consideration thereof, and/or otherwise required the Debtors in conjunction with the foregoing to obtain some additional credit, property, or service from a bank holding company of such bank or from, among other entities, the Investment Banks.

814. As a result of the activities of the Agent Banks, the Debtors have suffered damage.

815. Pursuant to section 1975 of title 12 of the United States Code, the Debtors are entitled to recover an amount that is three times the amount of the damages sustained in an amount to be determined at trial, plus costs and attorneys' fees.

THIRTY-THIRD CLAIM FOR RELIEF

(Equitable Disallowance of Defendants' Claims or, Alternatively, Equitable Subordination Under 11 U.S.C. § 510(c) Against all Defendants)

816. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

817. As alleged herein, each of the Co-Borrowing Lenders and each of the Investment Banks engaged in wrongful conduct directed towards the Debtors and its arms-length creditors.

818. Each of the Co-Borrowing Lenders entered into the Co-Borrowing Facilities and authorized funding thereunder despite actual knowledge, or reckless disregard, of the fact that the Co-Borrowing Facilities were fraudulently structured to give the Rigas Family access to billions of dollars (for which the Co-Borrowing Debtors would remain liable), that the Rigas Family intended to, and did, use those funds for their own benefit, and that the Debtors concealed the true extent of their liabilities under the Co-Borrowing Facilities. The Co-Borrowing Lenders were similarly aware of the fraudulent uses of the Non-Co-Borrowing Facilities as alleged herein.

819. Prior to the consummation of the Co-Borrowing Facilities, each of the Agent Banks conducted extensive due diligence on behalf of themselves and the other Co-Borrowing Lenders. Similarly, the Agent Banks obtained extensive due diligence about the Debtors from the

Investment Banks that underwrote one or more securities offerings on behalf of the Debtors. After each of the Co-Borrowing Facilities closed, the Agent Banks and the other Co-Borrowing Lenders obtained compliance certificates from the Debtors as required by the Co-Borrowing Agreements. Upon information and belief, the Agent Banks were authorized to obtain compliance certificates and other information on behalf of the other Co-Borrowing Lenders as well. Upon information and belief, the Agent Banks were obligated to, and did, transmit to the other Co-Borrowing Lenders compliance certificates and other information about the Co-Borrowing Debtors' borrowings under the Co-Borrowing Facilities and other indebtedness. To the extent that any of the Co-Borrowing Lenders or the NCB Lenders did not know of, or recklessly disregard, the massive fraud at the Debtors, the knowledge and wrongful conduct of the Agent Banks should be imputed to each of the other Co-Borrowing Lenders and the NCB Lenders by virtue of the agency relationship among them.

820. For their part, the Investment Banks earned hundreds of millions of dollars of fees providing structured finance advice to Adelphia and underwriting and marketing Adelphia's securities. In the process, each of the Investment Banks induced purchasers of those securities to rely on various offering materials that were materially misleading.

821. Indeed, at all times during the marketing of Adelphia's securities, each of the Investment Banks either knew, recklessly disregarded, or were intentionally blind to the fact that the offering materials contained material misrepresentations and omissions regarding the business and financial condition of the Debtors, including, without limitation, the extent of the Debtors' leverage. Indeed, none of the offering materials made any disclosure of the extensive fraud the Rigas Family was perpetrating at Adelphia, including the failure to disclose the true amounts outstanding under the Co-Borrowing Facilities. The Investment Banks induced

investors to rely on those false and deceptive representations about the Debtors' financial condition in making their decisions to extend credit to Adelphia and other Debtors by purchasing debt securities.

822. Moreover, many of the Investment Banks had their purportedly independent analysts issue knowingly or recklessly misleading reports on Adelphia's securities to inflate the market value of the Rigas Family's holdings, the bonds issued by Adelphia and its direct and indirect subsidiaries, and the portion of the Debtors' credit facilities that their affiliated Agent Banks were selling in the secondary loan market.

823. Thus, with respect to the wrongful conduct directed at the Debtors and their arms-length creditors, each Investment Bank and its affiliated Agent Bank acted as a single unit. Indeed, many of the Investment Banks and the Agent Banks held themselves out to the Debtors as unitary organizations offering underwriting and related financial advisory services, along with traditional credit banking services.

824. Each of the Co-Borrowing Lenders acted callously and with reckless disregard of the consequences of its inequitable conduct. Each of the Co-Borrowing Lenders intended to syndicate all or a substantial portion of its interest in the Co-Borrowing Facilities to other institutions. By and through the syndication, each of the Co-Borrowing Lenders attempted to eliminate the significant risk of exposure to the continuing fraud being perpetrated by the Rigas Family.

825. Moreover, the Co-Borrowing Lenders assisted the Rigas Family in creating the fraudulent structure of the Co-Borrowing Facilities or ratified this fraudulent structure through

their participation in the Co-Borrowing Facilities, and took advantage of the fraudulent structure for their own personal gain.

826. At all relevant times, the Debtors had significant obligations to make principal and interest payments to the holders of public debt securities issued by Adelphia and certain of its direct and indirect subsidiaries. As a holding company, Adelphia relied almost exclusively on the cash flow generated from cable subscribers at its indirect operating subsidiaries to fulfill those payment obligations.

827. Upon information and belief, with the assistance of certain of the Co-Borrowing Lenders, the Rigas Family caused the Debtors to structure each of the Debtors' credit facilities, including the Co-Borrowing Facilities, so that all borrowings would be made by Adelphia's indirect operating subsidiaries, not the parent holding company, Adelphia. In this way, all revenues generated by the Debtors' operations — revenues that the Debtors' bondholders relied upon for payment of principal and interest — would first be available to the Debtors' lenders, including Defendants.

828. Because the Rigas Family intended to use the Co-Borrowing Debtors' credit to access billions of dollars from the Co-Borrowing Facilities, and knew that the Co-Borrowing Lenders would only give them such access if an Adelphia-related entity remained liable for amounts used by the Rigas Family, the Rigas Family gave the Co-Borrowing Lenders priority over creditors of Adelphia's indirect holding company subsidiaries for repayment of the obligations fraudulently incurred by the Rigas Family under the Co-Borrowing Facilities by structuring the Co-Borrowing Facilities so that all borrowings occurred at the operating subsidiary level.

829. Each of the Co-Borrowing Lenders knew of the fraudulent manner in which the Rigas Family structured the Co-Borrowing Debtors' participation in the Co-Borrowing Facilities. Indeed, upon information and belief, in light of Adelphia's significant public debt, the Co-Borrowing Lenders would not have approved the Co-Borrowing Facilities absent the purported priority afforded to them by the fraudulent structuring of such facilities. Each of the Co-Borrowing Lenders approved each of the Co-Borrowing Facilities, and their participation in other Adelphia-related credit facilities, based upon, among other things, the structural priority that the Co-Borrowing Lenders purportedly would have over Adelphia's bondholders for repayment of the loans.

830. Defendants' misconduct similarly has damaged all of the Debtors' arms-length unsecured creditors, who extended credit without knowledge of Defendants' actions and who, unlike Defendants, played no role in damaging the Debtors. Indeed, without the Defendants' inequitable conduct, the Debtors' arms-length unsecured creditors would not have acquired Adelphia's securities or extended credit to the Debtors.

831. If the Co-Borrowing Lenders' claims for payment were allowed, those claims would consume a substantial portion of the value of the Debtors' estates, while the Debtors' arms-length creditors — who invested pursuant to false and deceptive offering materials — and other unsecured claims, will receive a substantially smaller distribution.

832. The Investment Banks' involvement in the deceptive marketing of Adelphia's securities and the Co-Borrowing Lenders' consummation of the Co-Borrowing Facilities at a senior level to the interests of the Debtors' arms-length creditors constituted inequitable conduct and reduced those creditors' chances of being repaid in full, or in substantial part, on their claims.

833. The Co-Borrowing Lenders received an unfair advantage over the Debtors' arms-length creditors by virtue of their misconduct. The Co-Borrowing Lenders agreed to provide the Co-Borrowing Facilities on the condition that the Investment Banks receive lucrative underwriting engagements from Adelphia. The Co-Borrowing Lenders made loans pursuant to the Co-Borrowing Facilities knowing that the Debtors' arms-length creditors would be the first to incur losses from any expected deterioration in the Debtors' value. The Co-Borrowing Lenders' favorable treatment is a result of the inequitable conduct of the Defendants. Therefore, if the Co-Borrowing Lenders' claims are not disallowed or equitably subordinated to those of the Debtors' arms-length creditors, the Co-Borrowing Lenders will be unjustly enriched and the Debtors' arms-length creditors will be financially damaged.

834. There are substantial assets at the Debtors including, but not limited to, equipment, accounts receivable, human resources, contract rights, avoidance actions and derivative actions that could be used to satisfy the claims of unsecured creditors if the Co-Borrowing Lenders' claims are equitably disallowed or subordinated.

835. Equitable subordination of each of the Co-Borrowing Lender's claims is consistent with the Bankruptcy Code.

836. By reason of the foregoing, (a) Plaintiffs are entitled to judgment equitably disallowing the Investment Banks and the Co-Borrowing Lenders' claims in their entirety; or, alternatively, (b) pursuant to Section 510(c) of the Bankruptcy Code, Plaintiffs are entitled to judgment (i) subordinating the Investment Banks and the Co-Borrowing Lenders' claims to the prior payment in full of the claims of unsecured creditors of the Debtors, including, but not limited to any intercompany claims, and (ii) preserving the liens granted under the Co-Borrowing Facilities for the benefit of the Debtors' estates.

THIRTY-FOURTH CLAIM FOR RELIEF

(Recharacterization of Debt as Equity Against the Co-Borrowing Lenders)

837. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

838. At least $2 billion of the proceeds of the Co-Borrowing Facilities were used by the Rigas Family to finance the purchases of Adelphia's common and preferred stock and to maintain voting control over the Debtors (the "Co-Borrowing Stock Purchases"). Most, if not all, of the Co-Borrowing Stock Purchases were disclosed to the public as equity contributions by the Rigas Family. In economic reality, the Co-Borrowing Stock Purchases were sham transactions because the Rigas Family used the Co-Borrowing Facilities to finance the purchases rather than contributing new capital to the enterprise.

839. At the time of the Co-Borrowing Stock Purchases, the Co-Borrowing Lenders knew or recklessly disregarded the fact that the Debtors were undercapitalized. The Debtors lacked sufficient capital to conduct their businesses and operations in the ordinary course of business.

840. The Co-Borrowing Lenders knew or recklessly disregarded the fact that the Rigas Family was using the proceeds of the Co-Borrowing Facilities for the Co-Borrowing Stock Purchases with the ultimate purpose of maintaining voting control. In connection with these purchases, the Rigas Family would fraudulently record an increase in shareholders' equity on the Debtors' financial statements and a decrease in the amount of the Debtors' indebtedness under the Co-Borrowing Facilities. The indebtedness from such uses of the Co-Borrowing Facilities would be shifted to an RFE, notwithstanding the fact that the Debtors remained liable for all draw downs under the Co-Borrowing Facilities. The Co-Borrowing Lenders knew of or recklessly disregarded this course of conduct.

841. Because of their consent to the Co-Borrowing Stock Purchases and the misrepresentations to third parties about the economic reality of these transactions, the Co-Borrowing Lenders should be estopped from claiming that the Co-Borrowing Stock Purchases by the Rigas Family were anything other than what the Rigas Family and the Debtors characterized them to be: equity contributions to Adelphia.

842. By virtue of the foregoing, the Court should recharacterize that portion of the Co-Borrowing Facilities used for the purchase of stock as an equity contribution to Adelphia, which portion Plaintiffs believe is at least $2 billion.

THIRTY-FIFTH CLAIM FOR RELIEF

(Recharacterization of Debt as Equity Against the Century-TCI Lenders)

843. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

844. In October and November 2001, at least $400 million of the proceeds of the Century-TCI Facility were used by the Rigas Family to finance the close of the Rigas Family's purchases of Adelphia's common stock and convertible bonds to maintain voting control over the Debtors (the "Century-TCI Purchases"). Adelphia and the Rigas Family mischaracterized the Century-TCI Purchases in their public disclosures as equity contributions by the Rigas Family. In economic reality, the Century-TCI Purchases were sham transactions because the Rigas Family used the Century-TCI Facility to finance the purchases rather than contributing new capital to the enterprise.

845. At the time of the closing of the Century-TCI Purchases, the Century-TCI Lenders knew or recklessly disregarded the fact that the Debtors were undercapitalized. At that

time, the Debtors lacked sufficient capital to conduct their businesses and operations in the ordinary course of business.

846. In connection with the Century-TCI Purchases, in January 2001 the Rigas Family recorded an increase in shareholders' equity on the Debtors' financial statements and a corresponding receivable of equal amount owing to the Debtors from the RFE purchaser of the securities. The Rigas Family at that time intended to close this transaction (i.e., pay the receivable when it came due in October 2001) with co-borrowed funds.

847. In October 2001, however, the Co-Borrowing Facilities had reached their limits, and no liquidity was available to close the transaction. Consequently, the Rigas Family caused the Debtors instead to draw on the liquidity available under the Century-TCI Facility to extinguish the receivable and close the Century-TCI Purchases. Citibank and the other Century-TCI Lenders knew or recklessly disregarded the fact that the Rigas Family was using the proceeds of the Century-TCI Facility for the Century-TCI Purchases.

848. Because of their consent to, and/or role in the facilitation of, the Century-TCI Purchases and the misrepresentations to third parties about the economic reality of these transactions, Citibank and the other Century-TCI Lenders should be estopped from claiming that the Century-TCI Stock Purchases by the Rigas Family were anything other than what the Rigas Family and the Debtors characterized them to be: equity contributions to Adelphia.

849. By virtue of the foregoing, the Court should recharacterize that portion of the Century-TCI Facility used for the purchase of stock as an equity contribution to Adelphia, which portion Plaintiffs believe is at least $400 million.

THIRTY-SIXTH CLAIM FOR RELIEF

(Breach of Fiduciary Duty Against the Agent Banks and the Investment Banks)

850. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

851. A relationship of trust and confidence existed between the Debtors and each of the Agent Banks and Investment Banks as a result of, among other things, the roles each of the Agent Banks and Investment Banks played in the Debtors' financial affairs as, among other things, the Debtors' lenders, underwriters and financial advisors.

852. As a result, each of the Agent Banks and each of the Investment Banks owed the Debtors fiduciary duties of good faith, fidelity and undivided loyalty.

853. As a result of the conduct alleged herein, each of the Agent Banks breached its fiduciary duties to the Debtors by, among other things, approving participation in each of the Co-Borrowing Facilities and authorizing funding thereunder despite actual or constructive knowledge that: (i) the Co-Borrowing Facilities were fraudulently structured to give the Rigas Family access to billions of dollars on the Debtors' credit (for which the Debtors would remain liable); (ii) the Rigas Family intended to use funds from the Co-Borrowing Facilities for their own purposes with no benefit to the Debtors; and (iii) the Rigas Family was causing Adelphia to fail to disclose the true extent of its liability under the Co-Borrowing Facilities.

854. As a result of the conduct alleged herein, each of the Investment Banks breached its fiduciary duties to the Debtors by, among other things, underwriting Adelphia's securities offerings and failing to fully inform at least some of Adelphia's independent Board of Directors despite actual or constructive knowledge that: (i) the Co-Borrowing Facilities were fraudulently structured to give the Rigas Family access to billions of dollars on the Debtors' credit (for which

the Debtors would remain liable); (ii) the Rigas Family intended to use funds from the Co-Borrowing Facilities for their own purposes with no benefit to the Debtors; and (iii) the Rigas Family was causing Adelphia to fail to disclose the true extent of its liability under the Co-Borrowing Facilities.

855. In pursuing a fraudulent course of conduct, each member of the Rigas Family and Brown and Mulcahey acted in a manner that was adverse to the interests of the Debtors. However, the Rigas Family, Brown and Mulcahey were not the "sole actors" with respect to the Debtors. Rather, there were at least some independent directors at Adelphia who would have brought the activities of the Rigas Family, Brown and Mulcahey to an abrupt halt had they been properly and timely advised by any of the Agent Banks or the Investment Banks.

856. The conduct of each of the Agent Banks and each of the Investment Banks was wrongful, without justification or excuse and contrary to generally accepted standards of morality. In addition, the acts and omissions of each of the Agent Banks and each of the Investment Banks were committed with actual malice and/or a wanton and willful disregard of the Debtors' rights and, in light of the parties' relationship, represent unconscionable and unjustifiable conduct.

857. Moreover, the conduct of each of the Agent Banks and each of the Investment Banks harmed the public generally because, among other things: (i) public investors and arms-length creditors relied upon Adelphia's public filings, which each of the Agent Banks and each of the Investment Banks knew were inaccurate with respect to Adelphia's liabilities under the Co-Borrowing Facilities; (ii) the offerings underwritten by the Investment Banks involved numerous investors that publicly traded Adelphia's securities shortly after the initial offerings; (iii) Adelphia's public investors and arms-length creditors relied on each of the Agent Banks and

each of the Investment Banks to conduct itself prudently and without conflicts of interest; and (iv) each of the Agent Banks and each of the Investment Banks knew that it was advising the members of the Rigas Family, who owed fiduciary duties to Adelphia's shareholders and other public investors. Each of the Agent Banks authorized its participation in, and funding under, the Co-Borrowing Facilities, and each of the Investment Banks participated in underwritings of Adelphia's securities, despite its knowledge or reckless disregard of the wrongful conduct of the Rigas Family.

858. By reason of the foregoing, the Debtors have been damaged in the amount of at least $5 billion, or such other amount to be determined at trial.

THIRTY-SEVENTH CLAIM FOR RELIEF

(Aiding and Abetting Breach of Fiduciary Duty Against the Agent Banks and the Investment Banks)

859. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

860. Each member of the Rigas Family breached his fiduciary duties to the Debtors as officers and directors of Adelphia by, among other things, causing the Debtors to enter into the fraudulently structured Co-Borrowing Facilities, causing certain RFEs to draw down in excess of $3.4 billion under the Co-Borrowing Facilities to be used for the sole benefit of the Rigas Family, using such funds for purposes that provided no benefit to the Debtors, and failing to fully inform at least some of the independent members of Adelphia's Board of Directors of the circumstances surrounding such conduct.

861. Each of Brown and Mulcahey breached his fiduciary duties to the Debtors as officers of Adelphia by, among other things, causing the Debtors to enter into the fraudulently structured Co-Borrowing Facilities, causing certain RFEs to draw down in excess of $3.4 billion

under the Co-Borrowing Facilities to be used solely for the benefit of the Rigas Family, and failing to fully inform at least some of the independent members of Adelphia's Board of Directors of the circumstances surrounding such conduct.

862. As a result of the conduct alleged herein, each of the Agent Banks and each of the Investment Banks aided and abetted the foregoing breaches of fiduciary duties by substantially assisting in those breaches with knowledge of their unlawfulness.

863. In pursuing a fraudulent course of conduct, each member of the Rigas Family and Brown and Mulcahey acted in a manner that was adverse to the interests of the Debtors. However, the Rigas Family, Brown and Mulcahey were not the "sole actors" with respect to the Debtors. Rather, there were at least some independent directors at Adelphia who would have brought the activities of the Rigas Family, Brown and Mulcahey to an abrupt halt had they been properly and timely advised by any of the Agent Banks or the Investment Banks.

864. The conduct of each of the Agent Banks and each of the Investment Banks was wrongful, without justification or excuse and contrary to generally accepted standards of morality. In addition, the acts and omissions of each of the Agent Banks and each of the Investment Banks were committed with actual malice and/or a wanton and willful disregard of the Debtors' rights and, in light of the parties' relationship, represent unconscionable and unjustifiable conduct.

865. Moreover, the conduct of each of the Agent Banks and each of the Investment Banks harmed the public generally because, among other things: (i) public investors and arms-length creditors relied upon Adelphia's public filings, which each of the Agent Banks and each of the Investment Banks knew were inaccurate with respect to Adelphia's liabilities under the

Co-Borrowing Facilities; (ii) the offerings underwritten by the Investment Banks involved numerous investors that publicly traded Adelphia's securities shortly after the initial offerings; (iii) Adelphia's public investors and arms-length creditors relied on each of the Agent Banks and each of the Investment Banks to conduct itself prudently and without conflicts of interest; and (iv) each of the Agent Banks and each of the Investment Banks knew that it was advising the members of the Rigas Family, who owed fiduciary duties to Adelphia's shareholders and other public investors. Each of the Agent Banks authorized its participation in, and funding under, the Co-Borrowing Facilities, and each of the Investment Banks participated in underwritings of Adelphia's securities, despite its knowledge or reckless disregard of the wrongful conduct of the Rigas Family.

866. By reason of the foregoing, the Debtors have been damaged in the amount of at least $5 billion, or such other amount to be determined at trial.

THIRTY-EIGHTH CLAIM FOR RELIEF

(Aiding and Abetting Fraud Against the Agent Banks and the Investment Banks)

867. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

868. As a result of the conduct alleged herein, each member of the Rigas Family and each of Brown and Mulcahey made fraudulent misrepresentations and omissions of material facts by, among other things, causing the Debtors to enter into the fraudulently structured Co-Borrowing Facilities and failing to disclose to at least some of Adelphia's independent Board of Directors the true purpose and effect of the facilities, causing certain RFEs to draw down in excess of $3.4 billion under the Co-Borrowing Facilities to be used for the sole benefit of the Rigas Family, using such funds for purposes that provided no benefit to the Debtors, and failing

to fully inform at least some of the independent members of Adelphia's Board of Directors of the circumstances surrounding such conduct.

869. Each member of the Rigas Family and each of Brown and Mulcahey made such representations and omissions of material facts with the actual intent that the Debtors rely upon them.

870. The Debtors reasonably relied upon such representations and omissions of material fact to their detriment.

871. As a result of the conduct alleged herein, each of the Agent Banks and each of the Investment Banks aided and abetted the foregoing fraudulent conduct by substantially assisting in such conduct with knowledge of its unlawfulness.

872. In pursuing a fraudulent course of conduct, each member of the Rigas Family and Brown and Mulcahey acted in a manner that was adverse to the interests of the Debtors. However, the Rigas Family, Brown and Mulcahey were not the "sole actors" with respect to the Debtors. Rather, there were at least some independent directors at Adelphia who would have brought the activities of the Rigas Family, Brown and Mulcahey to an abrupt halt had they been properly and timely advised by any of the Agent Banks or the Investment Banks.

873. The conduct of each of the Agent Banks and each of the Investment Banks was wrongful, without justification or excuse and contrary to generally accepted standards of morality. In addition, the acts and omissions of each of the Agent Banks and each of the Investment Banks were committed with actual malice and/or a wanton and willful disregard of the Debtors' rights and, in light of the parties' relationship, represent unconscionable and unjustifiable conduct.

874. Moreover, the conduct of each of the Agent Banks and each of the Investment Banks harmed the public generally because, among other things: (i) public investors and arms-length creditors relied upon Adelphia's public filings, which each of the Agent Banks and each of the Investment Banks knew were inaccurate with respect to Adelphia's liabilities under the Co-Borrowing Facilities; (ii) the offerings underwritten by the Investment Banks involved numerous investors that publicly traded Adelphia's securities shortly after the initial offerings; (iii) Adelphia's public investors and arms-length creditors relied on each of the Agent Banks and each of the Investment Banks to conduct itself prudently and without conflicts of interest; and (iv) each of the Agent Banks and each of the Investment Banks knew that it was advising the members of the Rigas Family, who owed fiduciary duties to Adelphia's shareholders and other public investors. Each of the Agent Banks authorized its participation in, and funding under, the Co-Borrowing Facilities, and each of the Investment Banks participated in underwritings of Adelphia's securities, despite its knowledge or reckless disregard of the wrongful conduct of the Rigas Family.

875. By reason of the foregoing, the Debtors have been damaged in the amount of at least $5 billion, or such other amount to be determined at trial.

THIRTY-NINTH CLAIM FOR RELIEF

(Gross Negligence Against The Agent Banks)

876. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

877. By virtue of its fiduciary duty, special relationship and/or superior knowledge with respect to the Debtors, each of the Agent Banks owed a duty to the Debtors (i) to act with reasonable care in the course of its duties and responsibilities as lenders, and (ii) to keep the Debtors fully informed of material facts concerning its services.

878. Each of the Agent Banks breached its duty by, among other things, approving participation in each of the Co-Borrowing Facilities and authorizing funding thereunder despite actual or constructive knowledge that (i) the Co-Borrowing Facilities were fraudulently structured to give the Rigas Family access to billions of dollars on the Debtors' credit (for which the Debtors would remain liable), (ii) the Rigas Family intended to use funds from the Co-Borrowing Facilities for their own purposes with no benefit to the Debtors, and (iii) the Rigas Family was causing Adelphia to fail to disclose the true extent of its liability under the Co-Borrowing Facilities.

879. Each of the Agent Banks breached its duties to the Debtors so that its affiliated Investment Bank could earn millions of dollars of transaction fees for underwriting and financial advisory services in connection with Adelphia's issuance of securities.

880. The conduct of each of the Agent Banks caused the Debtors and the Debtors' arms-length creditors significant harm. Among other things, had any of the Agent Banks disclosed to at least some of Adelphia's independent directors the material information it possessed with respect to, among other things, the fraudulent structure of the Co-Borrowing Facilities, the Rigas Family's fraudulent use of co-borrowing funds and the Rigas Family's failure to cause Adelphia to accurately disclose its liabilities under the Co-Borrowing Facilities, Adelphia's Board of Directors would not have authorized such facilities.

881. NOT ADOPTED BY EQUITY COMMITTEE.

882. The conduct of each of the Agent Banks was wrongful and without justification or excuse. In addition, the acts and omissions of each of the Agent Banks were committed with

actual malice and/or a wanton and willful disregard of the Debtors' rights and, in light of the parties' relationship, represent unconscionable and unjustifiable conduct.

883. Moreover, the conduct of each of each of the Agent Banks harmed the public generally because, among other things: (i) public investors and arms-length creditors relied upon Adelphia's public filings, which each of the Agent Banks knew were inaccurate with respect to Adelphia's liabilities under the Co-Borrowing Facilities; (ii) the offerings underwritten by the each of the Agent Bank's affiliated Investment Bank involved numerous investors that publicly traded Adelphia's securities shortly after the initial offerings; (iii) Adelphia's public investors and arms-length creditors relied on each of the Agent Bank's affiliated Investment Bank to conduct itself prudently and without conflicts of interest; and (iv) each of the Agent Banks knew that it was advising the members of the Rigas Family, who owed fiduciary duties to Adelphia's shareholders and other public investors. Each of the Agent Banks participated in the Co-Borrowing Facilities despite its knowledge or reckless disregard of the wrongful conduct of the Rigas Family.

884. By reason of the foregoing, the Debtors have been damaged in the amount of at least $5 billion, or such other amount to be determined at trial.

FORTIETH CLAIM FOR RELIEF

(Gross Negligence Against The Investment Banks)

885. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

886. By virtue of its fiduciary duty, special relationship and/or superior knowledge with respect to the Debtors, each of the Investment Banks owed a duty to the Debtors (i) to act with reasonable care in the course of its duties and responsibilities as underwriters and/or

financial advisors, and (ii) to keep the Debtors fully informed of all material facts concerning its services.

887. Each of the Investment Banks breached its duties by, among other things, underwriting Adelphia's securities offerings and failing to keep at least some of Adelphia's independent Board of Directors fully informed of all material facts despite actual or constructive knowledge that (i) each of the Co-Borrowing Facilities were fraudulently structured to give the Rigas Family access to billions of dollars on the Debtors' credit (for which the Debtors would remain liable), (ii) the Rigas Family intended to use funds from the Co-Borrowing Facilities for their own purposes with no benefit to the Debtors, and (iii) the Rigas Family was causing Adelphia to fail to disclose the true extent of its liability under the Co-Borrowing Facilities.

888. Each of the Investment Banks breached its duties to the Debtors so that it could earn millions of dollars of transaction fees for its underwriting and financial advisory services in connection with Adelphia's issuance of securities.

889. The conduct of each of the Investment Banks caused the Debtors and the Debtors' creditors significant harm. Among other things, had any of the Investment Banks disclosed to at least some of Adelphia's independent directors the material information it possessed with respect to, among other things, the Rigas Family's fraudulent use of co-borrowing funds and the Rigas Family's failure to cause the Debtors to accurately disclose its liabilities under the Co-Borrowing Facilities, at least some of Adelphia's Board of Directors would not have authorized such facilities.

890. NOT ADOPTED BY EQUITY COMMITTEE.

891. The conduct of each of the Investment Banks was wrongful, without justification or excuse and contrary to generally accepted standards of morality. In addition, the acts and omissions of each of the Investment Banks were committed with actual malice and/or a wanton and willful disregard of the Debtors' rights and, in light of the parties' relationship, represent unconscionable and unjustifiable conduct.

892. Moreover, the conduct of each of each of the Investment Banks harmed the public generally because, among other things: (i) public investors and arms-length creditors relied upon Adelphia's public filings, which each of the Investment Banks knew were inaccurate with respect to Adelphia's liabilities under the Co-Borrowing Facilities; (ii) the offerings underwritten by the Investment Banks involved numerous investors that publicly traded Adelphia's securities shortly after the initial offerings; (iii) Adelphia's public investors and arms-length creditors relied on each of the Investment Banks to conduct itself prudently and without conflicts of interest; and (iv) each of the Investment Banks knew that it was advising the members of the Rigas Family, who owed fiduciary duties to Adelphia's shareholders and other public investors. Each of the Investment Banks participated in underwritings of the Debtors' securities, despite its knowledge or reckless disregard of the wrongful conduct of the Rigas Family.

893. By reason of the foregoing, the Debtors have been damaged in the amount of at least $5 billion, or such other amount to be determined at trial.

FORTY-FIRST CLAIM FOR RELIEF

(Declaratory Judgment Against the CCH Co-Borrowing Lenders)

894. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

895. The CCH Credit Agreement provides, among other things:

> Notwithstanding any contrary provision, it is the intention of the Borrowers, the Lenders, and the Administrative Agent that the amount of the Obligation for which any Borrower is liable shall be, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer, or similar Laws applicable to such Borrower. Accordingly, notwithstanding anything to the contrary contained in this Agreement or any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligation for which any Borrower is liable shall be limited to an aggregate amount equal to the largest amount that would not render such Borrower's obligations hereunder subject to avoidance under *Section 548* of the *United States Bankruptcy Code* or any comparable provision of any applicable state Law.

(CCH Credit Agreement, Section 9.6) (original emphasis).

896. Defendants BMO, Wachovia, Citibank, ABN AMRO, BNS, BONY, Credit Lyonnais, CSFB, Fleet, Merrill Lynch, Mitsubishi Trust, Morgan Stanley, SunTrust, CIBC, BLG, Rabobank, Credit Industriel, CypressTree, Dai-Ichi Kangyo, DG Bank, DLJ, Fifth Third, First Allmerica, Firstar, Foothill, Industrial Bank of Japan, Jackson National, Kemper Fund, KZH III, KZH CypressTree, KZH ING, KZH Langdale, KZH Pondview KZH Shoshone, KZH Waterside, Liberty-Stein, Meespierson, Mellon Bank, Natexis, NCBP, CypressTree Floating Rate Fund, Olympic Trust, Oppenheimer, Pinehurst, Principal Life, Societe Generale, Stein Roe, U.S. Bank and United of Omaha are parties to the CCH Loan Agreement.

897. As a result of the conduct alleged herein, all or a significant portion of the Obligations (as defined in the CCH Credit Agreement) under the CCH Credit Agreement are subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any applicable state law.

898. There is a bona fide dispute among the parties concerning their rights and obligations under the CCH Credit Agreement.

899. Plaintiffs are entitled to a declaration that, under the CCH Credit Agreement, the Debtors are not liable for any of the Obligations under the CCH Credit Agreement in excess of those permitted by the CCH Credit Agreement.

FORTY-SECOND CLAIM FOR RELIEF

(Declaratory Judgment Against the Olympus Co-Borrowing Lenders)

900. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

901. The Olympus Credit Agreement provides, among other things:

> Notwithstanding any contrary provision, it is the intention of the Borrowers, the Lenders, and the Administrative Agent that the amount of the Obligation for which any Borrower is liable shall be, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer, or similar Laws applicable to such Borrower. Accordingly, notwithstanding anything to the contrary contained in this Agreement or any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligation for which any Borrower is liable shall be limited to an aggregate amount equal to the largest amount that would not render such Borrower's obligations hereunder subject to avoidance under *Section 548* of the *United States Bankruptcy Code* or any comparable provision of any applicable state Law.

(Olympus Credit Agreement, Section 9.6) (original emphasis.)

902. Defendants BMO, Wachovia, BNS, Fleet, BONY, BofA, Citicorp, TDI, Chase, Deutsche Bank, CSFB, Credit Lyonnais, Royal Bank of Scotland, Societe Generale, Fuji Bank, CIBC, Credit Industriel, Merrill Lynch Debt Fund, Merrill Lynch Trust, Merrill Lynch Portfolio, Merrill Lynch Floating Rate Fund, Natexis, Riviera Funding, Stanwich, Sumitomo and Toronto Dominion are parties to the Olympus Credit Agreement.

903. As a result of the conduct alleged herein, all or a significant portion of the Obligations (as defined in the Olympus Credit Agreement) under the Olympus Credit Agreement are subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any applicable state law.

904. There is a bona fide dispute among the parties concerning their rights and obligations under the Olympus Credit Agreement.

905. Plaintiffs are entitled to a declaration that, under the Olympus Credit Agreement, the Debtors are not liable for any of the Obligations under the Olympus Credit Agreement in excess of those permitted by the Olympus Credit Agreement.

FORTY-THIRD CLAIM FOR RELIEF

(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547 and 550 Against the Century-TCI Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

906-911. Intentionally Omitted.

FORTY-FOURTH CLAIM FOR RELIEF

(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547 and 550 Against the Parnassos Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

912-917. Intentionally Omitted.

FORTY-FIFTH CLAIM FOR RELIEF

(Unjust Enrichment Against the UCA/HHC Lenders)

918. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

919. The UCA/HHC Lenders approved the UCA/HHC Facility and authorized funding thereunder despite their knowledge that, among other things: the structure of the UCA/HHC

Facility allowed the Rigas Family to use proceeds of the facility for their own benefit, with no benefit to the Debtors; the RFE co-borrowers contributed a disproportionately small number of the assets from which the UCA/HHC Lenders could expect repayment; and the Rigas Family intended to, and in fact did, use funds from the UCA/HHC Facility for their own purposes, with no benefit to the Debtors.

920. Despite their knowledge, at the closing of the UCA/HHC Facility, the UCA/HHC Lenders received the UCA/HHC Security Interests and, thereafter, received principal and interest payments from the Debtors on funds drawn down by the Rigas Family, for which the Debtors received no benefit. Moreover, the UCA/HHC Lenders seek to recover from the Debtors principal and interest payments on amounts drawn by the Rigas Family under the UCA/HHC Facility, for which the Debtors received no benefit.

921. By reason of the foregoing, the UCA/HHC Lenders have been unjustly enriched at the Debtors' expense.

922. The Debtors have no adequate remedy at law.

923. Equity and good conscience compels the UCA/HHC Lenders to: (i) terminate the UCA/HHC Co-Borrowing Security Interests, (ii) return to the Debtors all amounts paid by the Debtors in respect of funds drawn under the UCA/HHC Co-Borrowing Facility that were used by the Rigas Family, plus interest from the date of each payment made by the Debtors to the UCA/HHC Co-Borrowing Lenders, and (iii) relinquish any purported right to payment from the Debtors for amounts drawn under the UCA/HHC Co-Borrowing Facility by the Rigas Family.

FORTY-SIXTH CLAIM FOR RELIEF

(Unjust Enrichment Against the CCH Co-Borrowing Lenders)

924. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

925. The CCH Co-Borrowing Lenders approved the CCH Co-Borrowing Facility and authorized funding thereunder despite their knowledge that, among other things: the structure of the CCH Co-Borrowing Facility allowed the Rigas Family to use proceeds of the facility for their own benefit, with no benefit to the Debtors; the RFE co-borrower contributed a disproportionately small number of the assets from which the CCH Lenders could expect repayment; and the Rigas Family intended to, and in fact did, use funds from the CCH Co-Borrowing Facility for their own purposes, with no benefit to the Debtors.

926. Despite their knowledge, at the closing of the CCH Co-Borrowing Facility, the CCH Lenders received the Century Security Interests and, thereafter, received principal and interest payments from the Debtors on funds drawn down by the Rigas Family, for which the Debtors received no benefit. Moreover, the CCH Lenders seek to recover from the Debtors principal and interest payments on amounts drawn by the Rigas Family under the CCH Co-Borrowing Facility, for which the Debtors received no benefit.

927. By reason of the foregoing, the CCH Lenders have been unjustly enriched at the Debtors' expense.

928. The Debtors have no adequate remedy at law.

929. Equity and good conscience compels the CCH Lenders to: (i) terminate the CCH Co-Borrowing Security Interests, (ii) return to the Debtors all amounts paid by the Debtors in respect of funds drawn under the CCH Co-Borrowing Facility that were used by the Rigas

Family, plus interest from the date of each payment made by the Debtors to the CCH Co-Borrowing Lenders, and (iii) relinquish any purported right to payment from the Debtors for amounts drawn under the CCH Co-Borrowing Facility by the Rigas Family.

FORTY-SEVENTH CLAIM FOR RELIEF

(Unjust Enrichment Against the Olympus Lenders)

930. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

931. The Olympus Lenders approved the Olympus Facility and authorized funding thereunder despite their knowledge that, among other things: the structure of the Olympus Facility allowed the Rigas Family to use proceeds of the facility for their own benefit, with no benefit to the Debtors; the RFE co-borrower contributed a disproportionately small number of the assets from which the Olympus Lenders could expect repayment; and the Rigas Family intended to, and in fact did, use funds from the Olympus Facility for their own purposes, with no benefit to the Debtors.

932. Despite their knowledge, at the closing of the Olympus Facility, the Olympus Lenders received the Olympus Security Interests and, thereafter, received principal and interest payments from the Debtors on funds drawn down by the Rigas Family, for which the Debtors received no benefit. Moreover, the Olympus Lenders seek to recover from the Debtors principal and interest payments on amounts drawn by the Rigas Family under the Olympus Facility, for which the Debtors received no benefit.

933. By reason of the foregoing, the Olympus Lenders have been unjustly enriched at the Debtors' expense.

934. The Debtors have no adequate remedy at law.

935. Equity and good conscience compels the Olympus Lenders to: (i) terminate the Olympus Security Interests, (ii) return to the Debtors all amounts paid by the Debtors in respect of funds drawn under the Olympus Facility that were used by the Rigas Family, plus interest from the date of each payment made by the Debtors to the Olympus Co-Borrowing Lenders, and (iii) relinquish any purported right to payment from the Debtors for amounts drawn under the Olympus Co-Borrowing Facility by the Rigas Family.

FORTY-EIGHTH CLAIM FOR RELIEF

(Equitable Estoppel Against the Co-Borrowing Lenders)

936. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

937. As alleged herein, each of the Co-Borrowing Lenders and each of the Investment Banks engaged in wrongful conduct directed towards the Debtors and its arms-length creditors.

938. Each of the Co-Borrowing Lenders entered into the Co-Borrowing Facilities and authorized funding thereunder despite actual knowledge, or reckless disregard of the fact, that the Co-Borrowing Facilities were fraudulently structured to give the Rigas Family access to billions of dollars (for which the Co-Borrowing Debtors would remain liable), that the Rigas Family intended to, and did, use those funds for their own benefit, and that the Debtors concealed the true extent of their liabilities under the Co-Borrowing Facilities. The Co-Borrowing Lenders were similarly aware of the fraudulent uses of the Non-Co-Borrowing Facilities as alleged herein.

939. Prior to the consummation of the Co-Borrowing Facilities, each of the Agent Banks conducted extensive due diligence on its own behalf and on behalf of the other Co-Borrowing Lenders. Similarly, each of the Agent Banks approved participation in the Co-

Borrowing Facilities to obtain millions of dollars of investment banking fees for its affiliated Investment Bank, and obtained extensive due diligence about the Debtors from its Investment Bank (which underwrote one or more of the Debtors' securities offerings). After each of the Co-Borrowing Facilities closed, the Agent Banks and the other Co-Borrowing Lenders obtained compliance certificates from the Debtors as required by the Co-Borrowing Agreements. Upon information and belief, the Agent Banks also were authorized to obtain compliance certificates and other information on behalf of the other Co-Borrowing Lenders. Upon information and belief, the Agent Banks were obligated to, and did, transmit to the other Co-Borrowing Lenders information about the Co-Borrowing Debtors' borrowings under the Co-Borrowing Facilities and other indebtedness. To the extent that any of the Co-Borrowing Lenders did not know of, or recklessly disregard, the massive fraud at the Debtors, the knowledge and wrongful conduct of the Agent Banks should be imputed to each of the other Co-Borrowing Lenders by virtue of the agency relationships among them.

940. For their part, the Investment Banks — as a result of, among other things, the efforts of the Agent Banks — earned hundreds of millions of dollars of fees providing structured finance advice to Adelphia and underwriting and marketing Adelphia's securities. In the process, each of the Investment Banks induced purchasers of those securities to rely on various offering materials that were materially misleading.

941. Indeed, at all times during the marketing of Adelphia's securities, each of the Investment Banks either knew, recklessly disregarded or *were* intentionally blind to the fact that the offering materials contained material misrepresentations and omissions regarding the business and financial condition of the Debtors, including, without limitation, the extent of the Debtors' leverage. Indeed, none of the offering materials made any disclosure of the extensive

fraud the Rigas Family was perpetrating at Adelphia, including the failure to disclose the true amount of the Co-Borrowing Obligations. The Investment Banks induced investors to rely on those false and deceptive representations about the Debtors' financial condition in making their decisions to extend credit to Adelphia and other Debtors by purchasing debt securities.

942. Moreover, each of the Investment Banks had its purportedly independent analysts issue knowingly misleading reports on Adelphia's securities to inflate the market value of the Rigas Family's holdings, the bonds issued by Adelphia and its direct and indirect subsidiaries, and the portion of the Debtors' credit facilities that its affiliated Agent Bank was selling in the secondary loan market.

943. Thus, with respect to the wrongful conduct directed at the Debtors and their arms-length creditors, each Investment Bank and its affiliated Agent Bank acted as a single unit. Indeed, many of the Investment Banks and the Agent Banks held themselves out to the Debtors as unitary organizations offering underwriting and related financial advisory services, along with traditional credit banking services.

944. Moreover, each of the Co-Borrowing Lenders intended to syndicate all or a substantial portion of their interest in the Co-Borrowing Facilities to other institutions. By and through the syndication, each of the Co-Borrowing Lenders attempted to eliminate the significant risk of exposure to the continuing fraud being perpetrated by the Rigas Family.

945. The foregoing conduct amounts to a knowing misrepresentation and/or concealment of material facts from at least some of the independent members of Adelphia's Board of Directors, with the intention that the Debtors act upon such conduct.

946. As alleged above, at least some of the independent members of Adelphia's Board of Directors lacked knowledge of the true facts and would have taken action to thwart the foregoing conduct had they been fully informed. Indeed, at least some of the independent members of Adelphia's Board of Directors — and thus, the Debtors — relied upon the conduct of the Co-Borrowing Lenders and the Investment Banks by, among other things, approving the Co-Borrowing Facilities and continuing to allow the Debtors — and, as a result of the foregoing fraudulent conduct, the Rigas Family — to draw funds thereunder.

947. By reason of the foregoing inequitable conduct, the Co-Borrowing Lenders should be estopped from retaining and enforcing the Co-Borrowing Security Interests, from retaining principal and interest payments made by the Debtors in respect of amounts drawn down under the Co-Borrowing Facilities for the benefit of the Rigas Family, and from seeking to recover outstanding principal and interest payments from the Debtors with respect to funds drawn under the Co-Borrowing Facilities for the benefit of the Rigas Family.

FORTY-NINTH CLAIM FOR RELIEF

(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547, 550 and 551 Against the Frontiervision Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

948-955. Intentionally Omitted.

FIFTIETH CLAIM FOR RELIEF

(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547 and 550 Against the CCH Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

956-961. Intentionally Omitted.

FIFTY-FIRST CLAIM FOR RELIEF

(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547, 550 and 551 Against the Olympus Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

962-969. Intentionally Omitted.

FIFTY-SECOND CLAIM FOR RELIEF

(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547,550 and 551 Against the UCA/HHC Lenders)

NOT ADOPTED BY EQUITY COMMITTEE

970-977. Intentionally Omitted.

COUNTS FIFTY-THREE THROUGH FIFTY-SIX

(Racketeer Influenced And Corrupt Organizations Act)

Allegations Applicable To All RICO Claims For Relief

A. General Allegations

978. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

979. The Debtors are "persons injured in [their] business or property" within the meaning of 18 U.S.C. §1964(c).

980. Each of Wachovia, Wachovia Securities, BMO, BMO NB, BofA, BAS, Chase, Chase Securities, Citibank, Citicorp, SBHC, and SSB ("RICO Defendants") and their officers, agents and employees and each member of the Rigas Family plus Brown and Mulcahey ("Rigas Management") are "persons" within the meaning of 18 U.S.C. §§1961(3) and 1962(b), (c) and (d).

981. The Rigas Management engaged in a continuing and concerted course of conduct directly or indirectly, with the purpose and effect of defrauding the Debtors of money or

property, and engaging in transactions to benefit the Rigas Management and the RFEs at the Debtors' expense.

982. From in or about early 1999 through and including May 2002, the Rigas Management unlawfully, willfully, and knowingly effected a scheme and artifice to defraud the Debtors of money or property, thereby: (i) eliminating the Debtors' ability to raise capital and maintain liquidity; (ii) causing the Debtors to be liable for billions of dollars in debt that the Rigas Management used for their own benefit, and/or the benefit of the RFEs, rather than for the benefit of the Debtors; and (iii) causing the Debtors to incur hundreds of millions of dollars in extraordinary and unnecessary banking and underwriting fees.

983. The RICO Defendants knowingly and intentionally conspired with and participated in the Rigas Management's unlawful scheme and artifice to defraud the Debtors, as set forth in detail in paragraphs 444 through 523 above.

984. Over a period of three years, the RICO Defendants obtained hundreds of millions of dollars in extraordinary fees, and security interests in the Debtors' assets, that they would not have obtained except for their conspiring with, and participating in, the Rigas Management's scheme and artifice to defraud.

985. The Rigas Management's and the RICO Defendants' wrongful actions, including their association with: (i) the association-in-fact enterprise comprising the Rigas Management and the RFEs ("Rigas Enterprise"); and (ii) the enterprise comprising the Debtors ("Adelphia Enterprise") are in violation of 18 U.S.C. § 1962 (b), (c), and (d).

B. RICO Enterprises

i. The Adelphia Enterprise

986. The Adelphia Enterprise was a RICO enterprise for purposes of 18 U.S.C. §§ 1962 (b), (c) and (d). The Debtors provided a variety of cable and telecommunications services to consumers throughout the United States and abroad, including digital television, high-speed internet access, long distance telephone services, and two-way paging.

987. The Adelphia Enterprise engaged in conduct having a substantial effect on interstate and foreign commerce by, among other things, purchasing goods and services in interstate commerce, and entering into contracts with vendors that involved the movement of goods and provision of services in interstate commerce.

ii. The Rigas Enterprise

988. The Rigas Enterprise is a RICO enterprise for purposes of sections 1962(c) and (d). The composition, scope, and membership in the Rigas Enterprise may have changed over time, but the Rigas Enterprise was maintained as an ongoing organized association which functioned as a continuing unit associated for the common purpose of engaging in both legitimate and illegitimate purposes, including the general purpose of conducting various wrongful and unlawful activities for profit.

989. The Rigas Enterprise was structured to function under the direction of its primary members, the Rigas Management. Each of the individual members of the Rigas Enterprise answered to the Rigas Management, particularly John and Timothy Rigas.

990. Each member of the Rigas Enterprise performed both legitimate and illegitimate acts for and on behalf of the Rigas Enterprise and the Debtors.

991. As alleged in ¶¶ 528 – 530 above, the members of the Rigas Management (except James Rigas) have been indicted for their acts in connection with the Rigas Enterprise as alleged herein, and Brown has pleaded guilty to criminal conduct in connection with his participation in the Rigas Enterprise.

992. In operating the RFEs, the Rigas Management and their agents regularly treated the entire business as if it were a single integrated company. The rights, obligations, and assets of the RFEs were routinely commingled and transferred between each other, and between each of them and the Debtors, without fair consideration. Funds to and from accounts of individual RFEs were freely transferred among the individual companies, or between the individual companies and others, such as Adelphia. Employees and agents of the Debtors and the RFEs routinely were performing work and rendering services for each other without respect for the fact that they were separate legal entities. Assets and funds of the RFEs and the Debtors were routinely commingled with the personal assets of the Rigas Management. Funds from the RFEs and the Debtors were commingled in the Cash Management System and as a result were regularly disbursed for the personal uses of the Rigas Management.

993. Certain of the actions taken by individuals in the Rigas Management were on behalf of, and therefore were the actions of, each and all of the RFEs. Each of the RFEs reported to the Rigas Management, particularly John and Timothy Rigas, and performed functions on behalf and at the request of these individuals, and/or facilitated then-wrongful conduct in carrying out the legitimate and illegitimate functions of the Rigas Enterprise and the Debtors.

994. The Rigas Enterprise has existed since at least 1999. From and including 1999 up to and including May 2002, the Rigas Management, especially John and Timothy Rigas, personally directed and controlled the Rigas Enterprise and each of its component parts.

C. The RICO Defendants' Conspiracy With and Participation In the Enterprises

995. Each RICO Defendant was a knowing co-conspirator with the Rigas Management and a participant in the unlawful activity undertaken by the Rigas Management.

996. From 1999 through May 2002, the RICO Defendants conspired with the Rigas Management and participated in the racketeering activity of the Rigas Enterprise and the Adelphia Enterprise. The Rigas Management and the RICO Defendants thereby were able to loot the Debtors of more than $3.665 billion. The Rigas Management looted the Debtors of $3.4 billion for their personal use or the use by the RFEs. The RICO Defendants were able to have the Debtors pay to them approximately $265 million in extraordinary fees for intentionally: (i) funding the Rigas Management's looting of the Debtors; (ii) cooperating in hiding Adelphia's true indebtedness from the public; and (iii) ignoring the Rigas Management's use of Adelphia's funds to buy Adelphia's securities. The Rigas Management and each of the RICO Defendants thus worked together to loot $3.665 billion from the Debtors.

997. Each of the RICO Defendants is separate and distinct from the RICO enterprises alleged herein, and each was individually involved in the wrongdoing.

a. Wachovia and Wachovia Securities

998. Wachovia and Wachovia Securities conspired with the Rigas Enterprise and the Adelphia Enterprise as to the Fraud, and participated in the Fraud, through a pattern of racketeering activity in violation of § 1962(c).

999. The Debtors were long-time banking customers of First Union prior to its merger with Wachovia. Wachovia was, at all material times, the depository bank for the Debtors' Cash Management System. As the depository bank for the Cash Management System, Wachovia

knew that the Debtors' funds were being commingled with the funds of Rigas Management and the RFEs.

1000. Wachovia established, and maintained the Cash Management System. Wachovia structured the Cash Management System to facilitate the Fraud, all the time to the detriment of the Debtors, and for the benefit of the Rigas Enterprise and Wachovia and Wachovia Securities.

1001. Wachovia and Wachovia securities were integrally involved in the establishment and maintenance of the Co-Borrowing Facilities in the following ways: Wachovia was an administrative agent, arranging agent, joint book runner, and issuer of letters of credit of the UCA/HHC Co-Borrowing Facility, a managing agent of the CCH Co-Borrowing Facility, and syndication agent of the Olympus Co-Borrowing Facility. Wachovia Securities was the joint lead arranger and joint book runner of the Olympus Co-Borrowing Facility, and upon information and belief, assisted Wachovia with respect to each of the Co-Borrowing Facilities.

1002. By virtue of these positions, Wachovia and Wachovia Securities were able to and did in fact conspire with and participate, through a pattern of racketeering activity, in the operation of the affairs of the Rigas Enterprise and the Adelphia Enterprise to perpetrate the Fraud, to accomplish the goals of the Rigas Enterprise and the Adelphia Enterprise of looting the Debtors, and to obtain extraordinary fees for Wachovia and Wachovia Securities.

1003. Wachovia and Wachovia Securities coordinated their activities with the Rigas Management and the other RICO Defendants in an organized manner to accomplish the goal of the Rigas Enterprise and the Adelphia Enterprise to loot the Debtors and to obtain exorbitant fees for themselves.

1004. Wachovia agreed to implement and maintain the Cash Management System and Wachovia and Wachovia Securities agreed to the structure of each of the Co-Borrowing Facilities in an extraordinary manner to permit the looting of the Debtors. Among other extraordinary features were the facts as to the Co-Borrowing Facilities that: (a) parties without common ownership were entitled to draw down funds under the facilities; (b) there was no operating agreement among the entities entitled to draw down funds; and (c) there was no meaningful limitation on the use of the proceeds or verification of compliance with covenants. Among other extraordinary features as to the Cash Management System were the facts that: (a) funds from many different sources were aggregated in one account without proper safeguards; and (b) various people could authorize payment to themselves and to numerous unrelated entities.

1005. Wachovia and Wachovia Securities knew that for each of the Co-Borrowing Facilities some of the co-borrowers were RFEs. With full knowledge of that fact, Wachovia funded the Co-Borrowing Facilities so that the Rigas Management could purchase Adelphia securities using the funds and credit of the Debtors.

1006. In particular, Wachovia and Wachovia Securities knew that the Rigases intended to use $250 million from the proceeds of the UCA/HHC Co-Borrowing Facility to purchase Adelphia equity in a March 1999 public offering.

1007. Thus, Wachovia and Wachovia Securities were well aware that certain of the proceeds from the UCA/HHC Co-Borrowing Facility would be distributed immediately to members of the Rigas Family or RFEs to purchase Adelphia securities, a transaction which would: (a) increase the Debtors' indebtedness; and (b) provide no financial benefit to the Debtors.

1008. Wachovia and Wachovia Securities, thus, played a vital role at every stage of fraudulent transactions: they provided funds to the Rigas Management through the Co-Borrowing Facilities (at the expense of the Debtors, which incurred debt for the Rigas Management's benefit) and, by maintaining the Cash Management System, provided the mechanism for the commingling of funds of the Debtors, the Rigas Management and RFEs and, the diversion of the Debtors' funds by the Rigas Management.

1009. In addition, Wachovia Securities earned underwriting fees for selling to the Rigas Management Adelphia securities that they were purchasing with the Debtors' own credit. Given that the Rigas Family's and RFEs' massive security purchases were frequently funded by draw downs on the Co-Borrowing Facilities for which Adelphia itself was liable, substantial portions of Adelphia's shareholder's equity was illusory. Thus, Wachovia and Wachovia Securities knew that the financial statements on which the loans were based were inaccurate due to the Rigas Management's self-dealing, but made the loans anyway.

1010. Upon information and belief, Wachovia and Wachovia Securities were motivated to enter into these extraordinary loan transactions by the fact that they generated extraordinary fees. In fact, the transactions among the Rigas Management, the Debtors, Wachovia and Wachovia Securities were highly unusual in the banking industry, and generated revenues for Wachovia and Wachovia Securities far in excess of what they could have expected for more conventional financing, which would not have provided the mechanisms for Rigas Management's diversion of funds from the Debtors.

b. BMO and BMO NB

1011. BMO and BMO NB conspired with the Rigas Enterprise and the Adelphia Enterprise as to the Fraud, and participated in the Fraud, through a pattern of racketeering activity in violation of § 1962(c).

1012. BMO was the documentation agent, arranging agent and joint book runner of the UCA/HHC Co-Borrowing Facility, a managing agent of the CCH Co-Borrowing Facility, and administrative agent of the Olympus Co-Borrowing Facility, and, upon information and belief, BMO NB assisted BMO with respect to each of the Co-Borrowing Facilities. By virtue of these positions BMO and BMO NB were able to and did in fact participate in, through a pattern of racketeering activity, the affairs of the Rigas Enterprise and the Adelphia Enterprise insofar as its participation was necessary to accomplish the goals of the Rigas Enterprise and the Adelphia Enterprise of looting the Debtors, including obtaining for the BMO and BMO NB their extraordinary fees.

1013. By virtue of these positions, BMO and BMO NB were able to and did in fact conspire with and participate, through a pattern of racketeering activity, in the operation of the affairs of the Rigas Enterprise and the Adelphia Enterprise to perpetrate the Fraud, to accomplish the goals of the Rigas Enterprise and the Adelphia Enterprise of looting the Debtors, and to obtain for BMO and BMO NB their extraordinary fees.

1014. BMO and BMO NB coordinated their activities with the Rigas Management and the other RICO Defendants in an organized manner to accomplish the goal of the Rigas Enterprise and the Adelphia Enterprise to loot the Debtors and to obtain exorbitant fees for themselves.

1015. BMO and BMO NB agreed to the structure of each of the Co-Borrowing Facilities in an extraordinary manner to permit the looting of the Debtors. Among other extraordinary features were the facts that: (a) parties without common ownership were entitled to draw down funds under the facilities; (b) there was no operating agreement among the entities entitled to draw down funds; and (c) there was no meaningful limitation on the use of the proceeds or verification of compliance with covenants.

1016. BMO and BMO NB knew that the Rigas Management intended to use co-borrowing proceeds to purchase Adelphia securities in their own names, while claiming that those purchases reduced Adelphia's leverage.

1017. As of March 28, 2002, BMO officers were aware that substantial amounts of the amounts due under the Co-Borrowing Facilities were held "off-balance sheet."

1018. Loans to the Debtors far exceeded BMO's house limit. BMO and BMO NB middle-management knew that the Rigas Management was permitting the Debtors to use their credit to fund the RFEs during the arrangement of the Olympus Co-Borrowing Facility. Middle management opposed the arrangement because of the risk of the loan compared to the return to middle management from the loan. BMO and BMO NB dismissed these concerns, proceeding with the Olympus deal in pursuit of the hefty fees it would bring, and willfully permitting the Rigas Management to accomplish the Fraud.

1019. As part of the conspiracy, BMO and BMO NB failed to establish reporting requirements, or even to enforce agreed terms of the loan covenants that would have disclosed the Rigas Management's fraud. Although the terms of the Olympus Co-Borrowing Facility required that borrowing notices provide information identifying the "Borrower or Borrowers

which are to receive all or any portion of such Borrowing and the amount of such Borrowing to be advanced to such Borrower or Borrowers", and despite BMO's and BMO NB's awareness of the Rigas Managements' personal use of Debtor-guaranteed funds, the form of "borrowing notice" provided by BMO and BMO NB in the Olympus Co-Borrowing Facility did not have a blank to be filled in to indicate which of the co-borrowers was requesting a draw down, nor whether such requesting co-borrower was or was not a "restricted borrower," both critical elements in facilitating the Rigas Management's fraud. Upon information and belief, such information was deliberately omitted from the borrowing notices so that auditors of the Banks or Adelphia would be denied this critical information in determining the true amounts and apportionments of liabilities and indebtedness among the Debtors and the RFEs.

1020. Instead, BMO and BMO NB conspired with the Rigas Enterprise and the Adelphia Enterprise and participated in the Fraud, among other ways by providing the Olympus co-borrowers with a borrowing notice that itself violated the loan covenants permitting the RFEs to draw down virtually the entire amount of the Olympus Co-Borrowing Facility with impunity.

c. The Citigroup Defendants

1021. The Citigroup Defendants conspired with the Rigas Enterprise and the Adelphia Enterprise as to the Fraud, and participated in the Fraud, through a pattern of racketeering activity in violation of § 1962(c).

1022. Citibank was a managing agent of the CCH Co-Borrowing Facility, Citicorp was a managing agent of the Olympus Co-Borrowing Facility, SBHC helped organize and fund the UCA/HHC Co-Borrowing Facility and, SSB assisted each of Citibank, Citicorp, and SBHC in all of their activities with respect to each Co-Borrowing Facility.

1023. By virtue of these positions, the Citigroup Defendants were able to and did in fact conspire with and participate through a pattern of racketeering activity in the operation of the affairs of the Rigas Enterprise and the Adelphia Enterprise to perpetrate the Fraud, to accomplish the goals of the Rigas Enterprise and the Adelphia Enterprise of looting the Debtors, and to obtain for the Citigroup Defendants their extraordinary fees.

1024. The Citigroup Defendants coordinated their activities with the Rigas Management and the other RICO Defendants in an organized manner to accomplish the goal of the Rigas Enterprise and the Adelphia Enterprise to loot the Debtors and to obtain exorbitant fees for themselves.

1025. The Citigroup Defendants agreed to the structure of each of the Co-Borrowing Facilities in an extraordinary manner to permit the Rigas Management to loot the Debtors. Among other extraordinary features were the facts that: (a) parties without common ownership were entitled to draw down funds under the facilities; (b) there was no operating agreement among the entities entitled to draw down funds; and (c) there was no meaningful limitation on the use of the proceeds or verification of compliance with covenants.

1026. The Citigroup Defendants' intimate knowledge of the Rigas Management's activities came first-hand as Citibank and SSB had "direct call" access to Timothy Rigas.

1027. The Citigroup Defendants ensured that their Citibank and SSB arms shared with each other everything that they knew about the Debtors. Thus, a SSB (and BAS) underwriting agreement provided that: "The Investment Banks [SSB and BAS] may . . . share any Offering Document, the Information and any other information or matters relating to Company, any assets to be acquired or the transactions contemplated hereby with Bank of America, N.A. ("BofA")

and Citibank, N.A. (together with SSBI, "Citi/SSB") and BofA and Citi/SSB affiliates may likewise share information relating to Company, such assets or such transaction with the Investment Banks."

1028. Moreover, the Citigroup Defendants made significant margin loans to RFEs. When the Rigas Management were required to make payments on the margin loans, the Citigroup Defendants permitted the Rigas Management to draw down the Co-Borrowing Facilities and use the proceeds to make payments on those margin loans. Thus, the Citigroup Defendants knew that the Rigas Management was using the Debtors' assets for the benefit of RFEs.

1029. The Citigroup Defendants were willing to abandon industry-standard banking practices in order to profit from the extraordinarily lucrative revenue stream that was available as a result of the Debtors' revenue needs. Senior executives concerned primarily with reaping extraordinary fees from the Debtors funded the fraud despite due diligence concerns expressed by frontline employees. The Citigroup Defendants were so eager to please the Rigas Management that routinely-expressed concerns about the Debtors' high level of indebtedness and concerns about insider control by the Rigas Management were brushed aside by senior management in favor of pursuit of the Debtors as a highly valued client. During negotiations for the CCH Co-Borrowing Facility, the Rigas Management disappointed the Citigroup Defendants by choosing Wachovia to act as managing agent. The Citigroup Defendants therefore adopted an ever more aggressive stance, giving way on some terms— e.g., increasing the leverage ratio — in order to maximize their participation in the Fraud.

1030. In addition to its participation in the Co-Borrowing Facilities and the underwriting of Adelphia securities, SSB also extended a series of margin loans to the Rigas Family and RFEs

enabling them to buy Adelphia stock. As in other transactions between the Citigroup Defendants and Adelphia, these deals were questioned by middle management which was concerned that the risks exceeded possible returns for the branch making a loan, that interest rates were too low, and that no other services were obtained at the branch level to justify the loan. Those concerns were overridden by more senior management, and the Citigroup Defendants approved the loans.

1031. When the Rigas Management requested another margin loan in early October 2001, middle management at the Citigroup Defendants knew that neither the margin loan, nor the preferential interest rate charged was justified. In both cases, the Citigroup Defendants extended loans to the Debtors and the RFEs on extraordinary terms that the market would not support, and participated in the Fraud, in order to reap extraordinary underwriting and other fees from Adelphia-related businesses.

1032. In August 2001, the Rigas Management invited Citibank to commit $150 million to the $2.5 billion Olympus Co-Borrowing Facility to participate in the Fraud. Again, Citibank participated in violation of its normal banking standards to secure extraordinary fees currently and in the future.

1033. Middle management at Citibank and SSB, however, recognized that the prospective Olympus transaction did not meet Citibank's own standards and, the Debtors could not get the $2.5 billion facility fully subscribed. The Rigas Management, however, as part of the Fraud, still demanded that Citibank commit the full $150 million portion offered to Citibank. Citibank and SSB recognized that they needed extraordinary fees to justify going forward with the extraordinary loan outside of their own standards. They proceeded with the loan in order to continue their participation in the Fraud and in order to be paid their extraordinary fees.

1034. Citibank also questioned the documentation on the Olympus Co-Borrowing Facility and requested changes and amendments. Citibank encountered strong resistance from the Rigas Management and recognized that it had to concede on its requests in order to maintain its participation in the Fraud with the Rigas Management. Thus, Citibank's expressed concerns were swept away and all documentation issues were waived by Citibank and SSB because of the extraordinary fees generated by the Adelphia relationship.

1035. It is clear that the Citigroup Defendants, aroused by the prospect of future participation in the Fraud with the Rigas Management, were willing and eager to engage in extraordinary banking practices, ignoring clear warning signs, including cries for caution from within, in order to participate in the Fraud and maintain their incredibly lucrative relationship from the Fraud.

1036. Given the Citigroup Defendants' concern about the Rigas Management's insider control, combined with the Debtors' high level of indebtedness and high leverage, and further combined with the Citigroup Defendants' extensive knowledge of the Debtors' operations and management, the Citigroup Defendants eagerly participated with the Rigas Management in the Fraud in order to reap their extraordinary fees.

d. Chase and Chase Securities

1037. Chase and Chase Securities conspired with the Rigas Enterprise and the Adelphia Enterprise as to the Fraud, and participated in the Fraud, through a pattern of racketeering activity in violation of § 1962(c).

1038. Chase was a lender of the UCA/HHC Co-Borrowing Facility, co-administrative agent of the CCH Co-Borrowing Facility, and managing agent of the Olympus Co-Borrowing

Facility, and Chase Securities was joint lead arranger and joint book manager of the CCH Co-Borrowing Facility and, upon information and belief, assisted Chase in connection with the Olympus Co-Borrowing Facility. Additionally Chase Securities participated as underwriter of a number of Adelphia securities offerings during the relevant period.

1039. By virtue of these positions, Chase and Chase Securities were able to and did in fact conspire with and participate through a pattern of racketeering activity in the operation of the affairs of the Rigas Enterprise and the Adelphia Enterprise to perpetrate the Fraud, to accomplish the goals of the Rigas Enterprise and the Adelphia Enterprise of looting the Debtors, and to obtain for Chase and Chase Securities their extraordinary fees.

1040. Chase and Chase Securities coordinated their activities with the Rigas Management and the other RICO Defendants in an organized manner to accomplish the goal of the Rigas Enterprise and the Adelphia Enterprise to loot the Debtors and to obtain exorbitant fees for themselves.

1041. Chase and Chase Securities agreed to the structure of each of the Co-Borrowing Facilities in an extraordinary manner to permit the Rigas Management to loot the Debtors. Among other extraordinary features were the facts that: (a) parties without common ownership were entitled to draw down funds under the facilities; (b) there was no operating agreement among the entities entitled to draw down funds; and (c) there was no meaningful limitation on the use of the proceeds or verification of compliance with covenants.

1042. Chase and Chase Securities was aware that a substantial portion of the Co-Borrowing Facilities would be used by the Rigas Management for their own purposes, including

the purchase Adelphia securities for the benefit of the Rigas Management and contrary to the Rigas Management's announced effort to "deleverage" Adelphia.

e. **BofA and BAS**

1043. BofA and BAS conspired with the Rigas Enterprise and the Adelphia Enterprise as to the Fraud, and participated in the Fraud, through a pattern of racketeering activity in violation of § 1962(c).

1044. BofA and BAS acted as follows:

- BofA was co-Administrative Agent for the CCH Co-Borrowing Facility;
- BAS was Joint Lead Arranger and Joint Book Manager for the CCH Co-Borrowing Facility;
- BofA was Managing Agent for the Olympus Co-Borrowing Facility;
- BofA was the lead lender for a $700 million loan in 1998;
- BofA was the lead lender for a $1.3 billion bridge loan, and
- BAS advised and assisted BofA with respect to each loan or facility in which BofA was involved.

1045. With its deep involvement in all aspects of the Debtors' financing, BofA had outstanding loans to the Debtors and the RFEs of up to $1 billion.

1046. By virtue of these positions, BofA and BAS were able to and did in fact conspire with and participate through a pattern of racketeering activity in the operation of the affairs of the Rigas Enterprise and the Adelphia Enterprise to perpetrate the Fraud, to accomplish the goals of

the Rigas Enterprise and the Adelphia Enterprise of looting the Debtors, and to obtain for BofA and BAS their extraordinary fees.

1047. BofA and BAS coordinated their activities with the Rigas Management and the other RICO Defendants in an organized manner to accomplish the goal of the Rigas Enterprise and the Adelphia Enterprise to loot the Debtors and to obtain exorbitant fees for themselves.

1048. BofA and BAS agreed to the structure of the CCH and Olympus Co-Borrowing Facilities in an extraordinary manner to permit the looting of the Debtors. Among other extraordinary features were the facts that: (a) parties without common ownership were entitled to draw down funds under the facilities; (b) there was no operating agreement among the entities entitled to draw down funds; and (c) there was no verification of compliance with covenants.

1049. BofA participated with the Rigas Management in the Fraud, by among other things, funding the UVA/HHC Co-Borrowing Facility, which provided funds to the Rigas Management to purchase Adelphia stock using the Debtors' credit. BofA and BAS knew specifically as of February 23, 1999 that the UCA/HHC Co-borrowing Facility would be used to provide $250 million for the Rigas Family to purchase Adelphia equity in March 1999, in their own names or the name of an RFE, notwithstanding the Rigas Management Statements as to "deleveraging" Adelphia.

1050. BofA and BAS thus knew from the start that the Debtors were financially responsible for repaying money the Rigas Management and the RFEs were taking to purchase Adelphia stock.

1051. BofA and BAS, however, knew that whenever the Rigas Management or the RFEs used draw-downs on the Co-Borrowing Facilities to purchase Adelphia stock, substantial

portions of Adelphia's shareholder's equity was illusory because the only consideration received by Adelphia for the securities was borrowed funds that Adelphia itself, or its subsidiaries, was responsible for repaying. BofA and BAS participated in the Fraud and made the loans anyway, willingly taking fees from the Debtors and a security interest in the Debtors' assets in exchange for providing the Rigas Management and the RFEs with funds for their own uses.

1052. BofA and BAS recognized that they should investigate the flow of funds out of the RFEs to the Rigas Management. As of May 23, 2000, certain BofA and BAS employees recognized that they did not have sufficient information with respect to the Rigases' ability to repay loans, how the Rigases extracted money from RFE cable systems, and how those systems functioned as borrowers under various facilities. Other BofA or BAS employees claimed to search for this information.

1053. BofA and BAS had information available to them that the independent directors, creditors, and equity holders of Adelphia did not have. In the process of their due diligence investigation for margin loans to various RFEs, BofA and BAS had the opportunity and obligation to review the financial and operating data for the cable and other RFEs. Thus BofA and BAS were aware that the RFEs did not have sufficient assets or resources to support the extent of borrowing attributable to them.

1054. However, BofA and BAS were much more interested in preserving their positions in the Fraud and their resulting highly remunerative relationship with the Rigas Management and the extraordinary fees to be made therefrom. As of January 18, 2001 BofA or BAS employees recognized that the fees generated from the Adelphia relationship were extraordinary.

1055. The documents that BofA and BAS used in the course of their due diligence (whatever little due diligence that was performed) showed that they were aware of off balance sheet liabilities.

1056. In 2001, the Debtors generated for BofA and BAS year-to-date fee income and a risk-adjusted return on capital far above normal returns.

1057. BofA and BAS had financial records for a number of the RFEs, including credit approval reports for Highland Preferred. These documents included financial statements for Michael J. Rigas and Timothy J. Rigas. Additionally, BofA and BAS apparently had access to financial and operating data for other privately owned Rigas cable systems in connection with a $200 million margin loan that was processed in October, 2001.

1058. BofA and BAS also made a number of direct loans to Adelphia, including a $35 million lease facility, and a $1 million overdraft facility for payroll checks.

1059. BofA's and BAS's total at-risk exposure to the Debtors by late 2001 was hundreds of millions of dollars beyond their own guidelines in return for extraordinarily high fees.

D. Predicate Acts of Racketeering Activity

1060. The predicate acts forming the pattern of racketeering and the specific statutes involved include:

- mail fraud (18 U.S.C. § 1341); and

- wire fraud (18 U.S.C. § 1343).

1061. In furtherance of the Rigas Management's scheme or artifice to defraud, each RICO Defendant, with a specific intent to defraud, used the United States Postal Services, private or commercial interstate carriers, and/or wire communications in interstate commerce to commit multiple violations of the mail and wire fraud statutes of the United States, 18 U.S.C. §§ 1341 and 1343 and was involved in a pattern of racketeering activity by, among other things, committing more than two predicate acts. The fraud, detailed above at paragraphs 444 through 523, consisted of, *inter alia*:

(i) the Rigas Management's looting of the Debtors' funds from the Co-Borrowing Facilities for their own purposes without benefit to the Debtors;

(ii) the Rigas Management's failure to disclose the true amounts of Adelphia's indebtedness, which included all the funds advanced under the Co-Borrowing Facilities to the Rigas Management and the RFEs;

(iii) the Rigas Management's false statements about using their own funds to "deleverage" Adelphia by purchasing Adelphia securities, when in fact the Rigas Management was using the Debtors' funds to purchase the securities; and

(iv) the fraudulent use of the Cash Management System to commingle funds and conceal the Rigases' looting from;

(v) the RICO Defendants' participation in structuring the Co-Borrowing Facilities so that they appeared to be routine, legitimate banking transactions when in fact they were instruments for looting the Debtors;

(vi) the RICO Defendants' violation of their internal rules which effectively enabled the Rigas Management to loot the Debtors; and

(vii) the RICO Defendants' ignoring the information walls between the lending banks and their investment affiliates.

1062. The above acts of fraud (i) through (vii), and the conduct alleged in paragraphs 444-523 above, are collectively referred to herein as the "Fraud".

1063. Certain of the predicate acts of the Fraud took place in the following manner. Upon information and belief, on or before the date of each of the draw downs set forth set forth in Exhibits A, B and C hereto, a representative of the borrowing group for the applicable Co-Borrowing Credit Facility telephoned the agent bank for that facility to notify that agent bank that the borrowing group intended to make a draw down on the facility.

1064. Upon information and belief, on or before each draw down date, a notice was sent by telecopier via interstate wire by a representative of the borrowing group to the agent bank confirming the oral notification referred to in the preceding paragraph.

1065. Upon information and belief, on or about each of the draw down dates, the agent bank for the facility being drawn upon caused funds in the amount specified in the borrowing notice to be transmitted by interstate wire from the agent bank to the borrowers' designated account.

1066. Upon information and belief, on or about the date of each wire transfer referred to in the preceding paragraph, the agent bank notified by interstate telephone or wire communication each member of the applicable lending group of banks (the "Lending Group") of the existence and amount of the requested borrowing and informed each member of the Lending Group that it was required to transmit to the agent bank funds in the amount of its share of the draw down according to the amount of its participation in the facility.

1067. Upon information and belief, on or about the date of each wire transfer referred to in the preceding paragraph, each member of the Lending Group caused to be transmitted by interstate wire to the agent bank sufficient funds representing that Lender's proportionate share of the draw down.

1068. The foregoing RICO Defendants' violations of the mail and wire fraud statutes include, but are not limited to, the following:

a. <u>Wachovia and Wachovia Securities</u>:

(i) as alleged in paragraphs 496-500 and 863 herein, Wachovia and Wachovia Securities functioned as a single entity and committed wire and mail fraud by engaging in schemes and devices, consisting of the Fraud, to defraud the Debtors using the interstate mails and wires;

(ii) profited from or shared in the Fraud by reaping extraordinary fees from the following conduct: (a) arranging for and funding the Co-Borrowing Facilities, thereby using the Debtors' credit to permit the Rigas Management to loot substantial funds for their own purposes; and (b) maintaining the Cash Management System, which Wachovia knew was being used by the Rigas Management to loot billions of dollars from the Debtors;

(iii) furthered these schemes and devices by knowingly and intentionally wire transferring funds and using the telephone and mails between states to: (a) receive telecopies from and wire transfer funds to the Administrative Agents of the CCH and Olympus Co-Borrowing Facilities as indicated on Exhibits B and C hereto; (b) as the Administrative Agent for the UCA/HHC Co-Borrowing Facility, notified by telecopier and subsequently received wire transfers of funds from all of the banks that were lenders on this facility, as set forth on Exhibit A hereto; and (c) as the bank that maintained the CMS, arranged for the transfer of funds from the Debtors to the Rigas Management or RFEs as indicated in Exhibits A, B and C hereto. The multiple uses of the wire transfers, mail, and telephones were a necessary component of the Fraud as they were used to raise and transfer the funds that were integral to the Fraud.

b. <u>BMO and BMO NB</u>:

(i) as alleged in paragraphs 496-500 and 863 herein, BMO and BMO NB functioned as a single entity and committed wire and mail fraud by engaging in schemes and devices,

consisting of the Fraud, to defraud the Debtors using the interstate mails and wires;

(ii) profited from or shared in the Fraud by reaping extraordinary fees from arranging for and funding the Co-Borrowing Facilities, thereby using the Debtors' credit to permit the Rigas Management to loot substantial funds for their own purposes;

(iii) furthered these schemes and devices by knowingly and intentionally wire transferring funds and using the telephone and mails between states to: (a) receive telecopies from and wire transfer funds to the Administrative Agents of the UCA/HHC and CCH Co-Borrowing Facilities as indicated on Exhibits A and B hereto and; (b) as the Administrative Agent for the Olympus Co-Borrowing Facility, notified by telecopier and subsequently received wire transfers of funds from all of the banks that were lenders on this facility, and subsequently transferred funds to the CMS account at Wachovia, as set forth on Exhibit A hereto. The multiple uses of the wire transfers, mail, and telephones were a necessary component of the Fraud as they were used to raise and transfer the funds that were integral to the Fraud.

c. Chase and Chase Securities:

(i) as alleged in paragraphs 496-500 and 863 herein, Chase and Chase Securities functioned as a single entity and committed wire and mail fraud by engaging in schemes and devices, consisting of the Fraud, to defraud the Debtors using the interstate mails and wires;

(ii) profited from or shared in the Fraud by reaping extraordinary fees from the arranging for and funding the Co-Borrowing Facilities, thereby using the Debtors' credit to permit the Rigas Management to loot substantial funds for their own purposes;

(iii) furthered these schemes and devices by knowingly and intentionally wire transferring funds and using the telephone and mails between states to: (a) receive telecopies from and wire transfer funds to the Administrative Agents of the UCA/HHC and Olympus Co-Borrowing Facilities as indicated on Exhibits A and C hereto and; (b) as the Co-Administrative Agent for the CCH Co-Borrowing Facility, notified by telecopier and

subsequently received wire transfers of funds from all of the banks that were lenders on this facility, and subsequently transferred funds to the CMS account at Wachovia, as set forth on Exhibit B hereto. The multiple uses of the wire transfers, mail, and telephones were a necessary component of the Fraud as they were used to raise and transfer the funds that were integral to the Fraud.

d. The Citigroup Defendants:

(i) as alleged in paragraphs 496-500 and 863 herein, the Citigroup Defendants functioned as a single entity and committed wire and mail fraud by engaging in schemes and devices, consisting of the Fraud, to defraud the Debtors using the interstate mails and wires;

(ii) profited from or shared in the Fraud by reaping extraordinary fees from arranging for and funding the Co-Borrowing Facilities, thereby using the Debtors' credit to permit the Rigas Management to loot substantial funds for their own purposes;

(iii) furthered these schemes and devices by knowingly and intentionally wire transferring funds and using the telephone and mails between states to receive telecopies from and wire transfer funds to the Administrative Agents of the UCA/HHC, CCH and Olympus Co-Borrowing Facilities as indicated on Exhibits A, B and C hereto. The multiple uses of the wire transfers, mail, and telephones were a necessary component of the Fraud as they were used to raise and transfer the funds that were integral to the Fraud.

e. BofA and BAS:

(i) as alleged in paragraphs 496-500 and 863 herein, BofA and BAS functioned as a single entity and committed wire and mail fraud by engaging in schemes and devices, consisting of the Fraud, to defraud the Debtors using the interstate mails and wires;

(ii) profited from or shared in the Fraud by reaping extraordinary fees from arranging for and funding the Co-Borrowing Facilities, thereby using the Debtors' credit to permit the Rigas Management to loot substantial funds for their own purposes;

(iii) furthered these schemes and devices by knowingly and intentionally wire transferring funds and using the telephone and mails between states to: (a) receive telecopies from and wire transfer funds to the Administrative Agents of the Olympus Co-Borrowing Facility as indicated on Exhibit C hereto and; (b) as the Co-Administrative Agent for the CCH Co-Borrowing Facility, notified by telecopier and subsequently received wire transfers of funds from all of the banks that were lenders on this facility, and subsequently transferred funds to the CMS account at Wachovia, as set forth on Exhibit B hereto. The multiple uses of the wire transfers, mail, and telephones were a necessary component of the Fraud as they were used to raise and transfer the funds that were integral to the Fraud.

E. Pattern of Racketeering Activity

1069. The predicate acts form a pattern of racketeering activity in that they:

(i) were all done at the direction of the Rigas Management;

(ii) were all directed at the Debtors or at others in such a manner as to cause Debtors ultimate harm or injury;

(iii) all related to each other as part of a common course of conduct, plan, and objective to engage in a continued and concerted course of conduct with the purpose and effect of defrauding the Debtors of money or property, and earning fees for the RICO Defendants, improving their relationship for their mutual benefit to the detriment of the Debtors, all the while without risk to the Rigas Management or the RICO Defendants;

(iv) all shared the same participants, including individuals in the Rigas Management and members of the RFEs, as directed by the Rigas Management;

(v) all shared common methods in that each was committed by and under the direction of the Rigas Management; and

(vi) had sufficient continuity and duration in that they occurred at least since February 1999 up to and including May 2002 and they posed a threat of continuing criminal conduct insofar as the operation was established so as to continue without end once the structure of the fraudulent finance scheme was in place and the misconduct ceased only because it was revealed to the public.

1070. More specifically, after the RICO Defendants set up the Co-Borrowing Facilities, the routine was established for drawing down vast sums of monies, earning enormous fees for the RICO Defendants, and making funds available for the benefit of the Rigas Management and their RFEs, which funds were guaranteed jointly and severally by the Debtors. The draw downs ceased, not because the RICO Defendants were satisfied with the fees they had earned, or because the Rigas Management had satiated its desire for more money, but only because the Fraud was revealed to the public, and the bankruptcy filing by the Debtors followed soon thereafter.

1071. The pattern of racketeering activity and the enterprises alleged herein were separate. While, for example, the Rigas Enterprise was an association-in-fact enterprise engaged in the wrongful activities described above, it also would have existed had it not engaged in those activities, because it would have engaged in its legitimate operations. Likewise, the pattern of racketeering activity and the Adelphia Enterprise were separate in that Adelphia would have existed had it not engaged in those activities because it would have engaged in its legitimate operations.

1072. The usual and daily activities of the Rigas Enterprise and Adelphia were distinct from the pattern of racketeering alleged herein. The usual and daily activities of the Rigas Enterprise and Adelphia included, but were not limited to, providing a variety of cable and telecommunications services to consumers throughout the United States and abroad, including digital television, high-speed internet access, long distance telephone services, and two-way paging.

1073. The usual and daily activities of the RICO Defendants are distinct from the pattern of racketeering alleged herein. The usual and daily activities of the RICO Defendants

include but are not limited to providing legitimate banking and investment banking services throughout the United States and abroad, including retail, commercial, and investment banking services of all nature.

1074. The racketeering activity of the Rigas Management, the RICO Defendants and the Rigas Enterprise, on the other hand, included the predicate acts and pattern of racketeering described herein, which the Rigas Management and the RICO Defendants engaged in to defraud the Debtors of money or property, among other things. The Rigas Management and the RICO Defendants' wrongful conduct was ongoing and persisted continuously and uninterrupted for years and permeated the manner in which the Rigas Management and the RICO Defendants conducted their business.

1075. The Fraud perpetrated and the gains obtained therefrom have enriched the Rigas Management, the RICO Defendants and the Rigas Enterprise in the amount of money and property wrongfully taken or diverted.

F. RICO Injury

1076. The Debtors have been injured by the actions of the Rigas Management and the RICO Defendants both as a direct result of the individual predicate acts alleged herein and by the pattern of racketeering activity in which the Rigas Management and the RICO Defendants engaged. The Debtors have been injured in at least the following ways: (i) the Rigas Management and the RFEs, specifically and intentionally targeted the Debtors by, for example, siphoning $3.4 billion for their personal use; (ii) the ability of the Debtors to obtain needed capital and to remain a going concern was compromised and resulted in the Debtors being forced to file for protection under the bankruptcy laws; (iii) the Debtors are now subjected to numerous lawsuits as a direct result of the Rigas Management' wrongful conduct; (iv) the Debtors have

claims against them for billions of dollars in co-borrowed funds and other damages; and (iv) the Debtors good will has been substantially, if not irrevocably, depleted.

G. RICO Damages

1077. The Debtors suffered damages (the "RICO Damages") as a direct and proximate result of the predicate acts and pattern of racketeering described herein. The direct relation between the injury suffered by the Debtors and the racketeering activity of the RICO Defendants is that the bankruptcy of the Debtors was caused by their racketeering activity through establishing, funding, and expanding the Co-Borrowing Facilities and the Cash Management System, which depleted the Debtors' credit and assets for the benefit of the Rigas Management and the RICO Defendants.

1078. The RICO Damages are at least (i) $3.4 billion that the Rigas Management looted from the Debtors; (ii) $265 million, the amount of all fees and interest received by the RICO Defendants on the Co-Borrowing Facilities and the Cash Management System; (iii) lost good will; (iv) lost opportunity costs; (v) all costs associated with the Debtors' bankruptcies; (vi) attorneys' fees; (vii) other damages in an amount to be determined at trial. Thus, upon information and belief, the total RICO Damages are not less than $3.665 billion, which amount should be trebled to $10.995 billion, plus any other damages determined at trial, and also trebled.

1079. But for the RICO Defendants' conduct, the Debtors would not have suffered the RICO Damages alleged herein. There was no other way for the unaffiliated RFEs to obtain money using the Debtors' credit and assets.

1080. The RICO Damages suffered by the Debtors, were reasonably foreseeable by the RICO Defendants. The reasonably foreseeable consequences of the looting itself and the public

discovery of the racketeering activity (i.e., saddling the Debtors with debt to finance the Rigas Management's personal uses and the RICO Defendants' fees) was bankruptcy. The RICO Defendants loaned money to Co-Borrowers in a structure that permitted billions of dollars of the funds to be used for the Rigas Management's personal expenses without the Rigas Management's ability to repay the personal expenses to the Debtors. The ultimate collapse of the scheme was foreseeable. The use of interstate wires, mail and telephones was incidental to an essential part of the scheme.

FIFTY-THIRD CLAIM FOR RELIEF

(RICO – 18 U.S.C. §1962(b) Against RICO Defendants Wachovia, Wachovia Securities, BMO, BMO NB, BofA, BAS, Chase, Chase Securities, Citibank, Citicorp, SBHC, and SSB – Adelphia Enterprise)

1081. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1082. The RICO Defendants, directly or indirectly, in violation of § 1962(b), acquired or maintained an interest in the Adelphia Enterprise through the pattern of racketeering activity alleged herein, by arranging the financing for the continued operation of Adelphia and receiving security interests in the stock of the subsidiaries of Adelphia.

1083. Each RICO Defendant participated in the advantages and profits of the Adelphia Enterprise insofar as the Debtors paid extraordinary fees on each transaction with the expectation of each RICO Defendant participating in future transactions with extraordinary fees.

1084. The RICO Defendants acquired an interest in the Adelphia Enterprise through their pattern of racketeering activity alleged herein by means of the Co-Borrowing Facilities and the Cash Management System as they funded these structures by wire transactions that

transferred enormous sums of money that rightfully belonged to the Debtors for the personal benefit of the Rigas Management.

1085. The Adelphia Enterprise was the target of the wrongful conduct of the RICO Defendants and the Rigas Management, which conduct caused the downfall of the Debtors. Solely because of the predicate acts and pattern of racketeering, the Rigas Management and the RICO Defendants were able to loot the Debtors of more than $3.665 billion dollars, which looting, when disclosed, caused the Debtors' bankruptcy.

1086. The Debtors suffered the RICO Damages by reason of the RICO Defendants' acquisition of their interest in the Adelphia Enterprise as alleged herein in that the Co-Borrowing Facilities and the Cash Management System were the means by which the RICO Defendants knowingly facilitated the Rigas Management's looting more than $3.4 billion from the Debtors and in connection with which the RICO Defendants charged the Debtors extraordinary fees.

1087. By reason of the RICO Defendants violations of 18 U.S.C. § 1962(b), the Debtors have suffered the RICO Damages.

1088. As a result of the foregoing, the Committee on behalf of the Debtors is entitled to a judgment under §1962(b) of at least $10.995 billion plus other damages to be determined at trial and trebled against the RICO Defendants, plus costs of litigation including attorneys' fees.

FIFTY-FOURTH CLAIM FOR RELIEF

(RICO – 18 U.S.C. §1962(c) against the RICO Defendants – Rigas Enterprise)

1089. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1090. The Rigas Enterprise insofar as it established, maintained, and expanded the fraudulent financing systems of the Co-Borrowing Facilities and the Cash Management System were a group of persons associated in fact within the meaning of 18 U.S.C. §1961(4) for purposes of 18 U.S.C. §1962(c). Each RICO Defendant participated through a pattern of racketeering activity in the Rigas Enterprise in order to reap tens of millions of dollars of extraordinary fees that each RICO Defendant would not otherwise have been able to obtain but for participating in the Rigas Enterprise.

1091. The Rigas Enterprise maintained an ongoing organized association which functioned as a continuing unit associated for the common purpose of engaging in both legitimate and illegitimate purposes, including the general purpose of conducting various wrongful and unlawful activities for profit.

1092. The common purpose of the Rigas Enterprise was, among other things, its unlawful activities, specifically, the establishment, maintenance, and expansion of the Co-Borrowing Facilities, which benefited all members of the Rigas Enterprise and the RICO defendants.

1093. In particular, the common purposes of the Rigas Enterprise included, specifically, allowing the Rigas Management virtually unlimited access to, and unrestricted use of, the loan funds secured by the credit of the Debtors, with little, if any, risk to the RICO Defendants of not being repaid because of their security interests in the Debtors.

1094. In addition to the Rigas Enterprise facilitating and permitting the Rigas Management to loot the Debtors, the common course of conduct of the Rigas Enterprise included its activities related to raising monies for the legitimate expenses and funding of the Debtors.

1095. The common purpose of the Rigas Enterprise was, among other things, activities distinct from its unlawful activities, and included the routine financing operations of the Rigas Enterprise.

1096. Each RICO Defendant is separate and distinct from the Rigas Enterprise. Each RICO Defendant engages in other activities aside from the Rigas Enterprise. Each RICO Defendant engages in other activities aside from the racketeering activities alleged herein.

1097. The Debtors suffered the RICO Damages by reason of the RICO Defendants' activities in violation of §1962(c).

1098. As a result of the foregoing, the Committee on behalf of the Debtors is entitled to a judgment under §1962(c) of at least $10.995 billion plus other damages to be determined at trial and trebled against the RICO Defendants, plus costs of litigation including attorneys' fees.

FIFTY-FIFTH CLAIM FOR RELIEF

(RICO – 18 U.S.C. §1962(c) against the RICO Defendants – Adelphia Enterprise)

1099. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1100. The Adelphia Enterprise constituted an enterprise within the meaning of 18 U.S.C. §1961(4) for purposes of 18 U.S.C. §1962(c). Each RICO Defendant conspired with and participated through a pattern of racketeering activity in the Adelphia Enterprise in order to reap tens of millions of dollars of extraordinary fees that each RICO Defendant would not otherwise be entitled to but for conspiring with the Adelphia Enterprise.

1101. The Debtors suffered the RICO Damages by reason of the RICO Defendants' activities in violation of §1962(c).

1102. As a result of the foregoing, the Committee on behalf of the Debtors is entitled to a judgment under §1962(c) of at least $10.995 billion plus other damages to be determined at trial and trebled against the RICO Defendants, plus costs of litigation including attorneys' fees.

FIFTY-SIXTH CLAIM FOR RELIEF

(RICO – 18 U.S.C. §1962(d) Against the RICO Defendants – Adelphia Enterprise and Rigas Enterprise)

1103. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1104. Each RICO Defendant conspired to violate 18 U.S.C. § 1962(a), (b) or (c) in violation of § 1962(d).

1105. Each RICO Defendant, by its actions or words, manifested an agreement with the Rigas Management to work together to establish the Co-Borrowing Facilities and the Cash Management System and structure them to further the goal of permitting the Rigas Management to siphon more than $3.4 billion from the Debtors, while generating extraordinary fees for each of the RICO Defendants.

1106. The Rigas Management, by their actions or words, manifested an agreement with each of the RICO Defendants to work together to establish the Co-Borrowing Facilities and the Cash Management System and structure them to further the goal of permitting the Rigas Management to siphon more than $3.4 billion from the Debtors, while generating extraordinary fees for each of the RICO Defendants.

1107. The agreement between each RICO Defendant and the Rigas Management may be inferred from the positions each RICO Defendant held in each Co-Borrowing Facility as alleged above.

1108. The agreement between each RICO Defendant and the Rigas Management may be inferred from the assent of each of the RICO Defendants to commit at least two predicate acts as alleged above in paragraph.

1109. Each of the RICO Defendants committed at least two predicate acts as alleged above in furtherance of the conspiracy.

1110. Each of the RICO Defendants was aware that some substantial portion of the funds advanced to the Debtors from the Co-Borrowing Facilities was being used for the personal benefit of the Rigas Management in furtherance of the conspiracy.

1111. The Debtors suffered the RICO Damages by reason of the RICO Defendants' activities in violation of §1962(d).

1112. As a result of the foregoing, the Committee on behalf of the Debtors is entitled to a judgment under §1962(d) of at least $10.995 billion plus other damages to be determined at trial and trebled against the RICO Defendants, plus costs of litigation including attorneys' fees.

FIFTY-SEVENTH CLAIM FOR RELIEF

(Breach Of Contract – Against SSB)

1113. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1114. SSB agreed with Adelphia to render opinions ("Fairness Opinions") as to whether the amount paid by the RFEs and/or the Rigas Management for shares of Adelphia stock issued by Adelphia to them was financially fair to Adelphia.

1115. SSB rendered an opinion on April 9, 1999 that it was fair for Adelphia to sell certain Adelphia Class B common stock to a RFE, Highland Holdings, for $375 million ("April 9, 1999 Opinion").

1116. In reliance upon the April 9, 1999 Opinion, Adelphia conveyed the Class B common stock to Highland Holdings and purportedly received $375 million therefore from Highland Holdings.

1117. As SSB knew, the Rigas Management transferred $375 million from the Cash Management System to Highland Holdings for Highland Holdings to pay for the Class B common stock.

1118. As set forth above in paragraphs 478-481 above, Adelphia essentially received nothing for the Class B common stock.

1119. SSB knew that Adelphia would receive nothing except its own money from Highland Holdings when SSB issued the April 9, 1999 Opinion.

1120. Thus, SSB therefore breached its agreement with Adelphia when it represented to Adelphia that the share price was fair.

1121. SSB rendered an opinion on September 30, 1999 that it was fair for Adelphia to sell 2,500,000 shares of Adelphia Class B common stock to the Rigas Management, or an affiliate thereof, at $54 per share or $135 million ("September 30, 1999 Opinion").

1122. In reliance upon the September 30, 1999 Opinion, Adelphia conveyed the Class B common stock to the Rigas Management or a RFE and purportedly received $135 million therefore from Highland Holdings.

1123. As SSB knew, but known to SSB, the Rigas Management transferred $135 million from the Cash Management System, funds belonging to Adelphia, to Highland Holdings for Highland Holdings to pay for the Class B common stock.

1124. As set forth above in paragraphs 478-481 above, Adelphia received essentially nothing for the Class B common stock.

1125. SSB knew that Adelphia would receive nothing except its own money from Highland Holding when it issued the September 30, 1999 Opinion. SSB therefore breached its agreement with Adelphia when it represented to Adelphia that the share price was fair.

1126. SSB rendered an opinion on January 17, 2001 that it was fair for Adelphia to sell 5,819,367 shares of Adelphia Class B common stock to a RFE, Highland 2000, L.P. for $44.75 per share or $260.416 million. ("January 17, 2001 Opinion")

1127. In reliance upon the January 17, 2001 Opinion, Adelphia conveyed the Class B common stock to Highland 2000, L.P. and purportedly received $260.416 million therefore from Highland Holdings.

1128. As SSB knew, but known to SSB, the Rigas Management transferred $260.416 million from the Cash Management System, which funds belonged to Adelphia, to Highland Holdings for Highland Holdings to pay for the Class B common stock.

1129. Thus, Adelphia received nothing for the Class B common stock. SSB knew that Adelphia would receive nothing except its own money from Highland 2000, LP when it issued the January 17, 2001 Letter. SSB therefore breached its agreement to provide accurate fairness opinions when it represented to Adelphia that the share price was fair for each transaction.

1130. As a result of the foregoing, SSB is liable for damages of $777,916,673.

FIFTY-EIGHTH CLAIM FOR RELIEF

(Negligence Against SSB)

1131. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1132. In rendering the Fairness Opinions SSB owed a duty to Adelphia to: (i) act with reasonable care in the course of its duties and responsibilities as advisor to Adelphia; and (ii) avoid conflicts of interest in the course of its duties advising Adelphia and Adelphia's Board of Directors.

1133. Adelphia hired SSB to render advice based upon SSB's exercise of its own independent judgment and to bring to Adelphia's attention any flaws in any transactions considered by Adelphia and its Board of Directors.

1134. By issuing the Fairness Opinions and otherwise recommending that Adelphia proceed with the public offerings and private placements in which the Rigas Management acquired Adelphia's debt and equity securities, SSB breached its duty to Adelphia.

1135. SSB issued the Fairness Opinions so that it could garner millions of dollars of fees for its financial advisory services in connection with the public offerings and private placements, with the prospect that it could garner additional fees.

1136. The issuance of the Fairness Opinions induced Adelphia's Board of Directors to approve the offerings and private placements. Had SSB properly declined to issue the Fairness Opinions or property declined to recommend that Adelphia's Board of Directors approve the

offerings, Adelphia's Board of Directors would not have approved the offerings and private placements.

1137. SSB knew, should have known or recklessly disregarded the fact that Adelphia was not receiving fair consideration and/or reasonably equivalent value for the offerings and private placements.

1138. By virtue of the foregoing, Adelphia is entitled to recover on behalf of the estate in an amount to be determined at trial.

FIFTY-NINTH CLAIM FOR RELIEF

(Breach Of Contract Against the Investment Banks – Failure to Independently Examine Adelphia's Financial Condition)

1139. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1140. The Investment Banks each acted as underwriters for one or more of Adelphia's debt or equity public offerings and/or private placements of debt or equity.

1141. Each of the Investment Banks entered into a written contact with Adelphia in which they agreed to provide underwriting services and perform the tasks customarily performed by underwriters in connection with public debt or equity offerings and/or private placements.

1142. Each of the Investment Banks thus contractually agreed to examine Adelphia's finances in accordance with all applicable statutes, regulations, rules, and standards in the industry, and to truthfully and accurately report to Adelphia the results of their investigations.

1143. Each of the Investment Banks breached its contractual obligations to Adelphia by failing to independently examine Adelphia's finances in accordance with all applicable statutes, regulations, rules, and standards in the industry.

1144. Had the Investment Banks independently examined Adelphia's finances in accordance all applicable statutes, regulations, rules, and standards in the industry, they would have discovered that the Rigas Management was using the Debtors' funds as their own, looting the Company, and fraudulently misrepresenting Adelphia's true financial condition. Had the Investment Banks independently examined Adelphia's finances in accordance all applicable statutes, regulations, rules, and standards in the industry, and disclosed that true financial condition Adelphia would have avoided much of the financial damage caused to it by the Rigas Management.

1145. By reason of the Investment Banks' breaches of their contractual duties, the Debtors have been damaged in an amount to be determined at trial.

SIXTIETH CLAIM FOR RELIEF

(Breach Of Contract Against the Investment Banks – Underwriting Fees)

1146. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1147. The Investment Banks each acted as underwriters for one or more of Adelphia's debt or equity public offerings and/or private placements of debt or equity.

1148. Adelphia and the Investment Banks agreed that the Investment Banks would receive fees for their underwriting services. In each offering, the Investment Banks' fees were determined as a percentage of the capital to be raised and provided to Adelphia in that particular offering. In each offering, the Investment Banks' fees were stated as a percentage of the offering price of the securities being issued.

1149. As set forth above, the Rigas Management and RFEs purchased debt or equity in public offerings or private placements using funds drawn down from the Co-Borrowing

Facilities. In each instance in which they did so, Adelphia essentially received no capital in exchange for the securities being issued because the "purchases" were made by increasing Adelphia's debt on the Co-Borrowing Facilities.

1150. Thus, to the extent that Rigas Management and RFEs "purchased" securities using funds from the Co-Borrowing Facilities, Adelphia essentially raised no capital from the issuance of securities in the public offerings and private placements.

1151. Although Adelphia essentially raised no capital from the issuance of securities in the public offerings and private placements to the Rigas Management and RFEs, the Investment Banks nevertheless collected underwriting fees in connection with those public offerings and private placements to the Rigas Management and RFEs.

1152. To the extent that the Investment Banks collected underwriting fees in connection with those public offerings and private placements to the Rigas Management and RFEs, they did so in breach of their underwriting contracts with Adelphia, which provided that the Investment Banks would collect only an agreed-upon percentage of capital raised in those public offerings and private placements.

1153. By reason of the foregoing breaches of the Investment Banks' contractual duties, Adelphia has been damaged in the amount of the Investment Banks' fees on the transactions described in this Court, an amount to be determined at trial.

SIXTY-FIRST CLAIM FOR RELIEF

(Unjust Enrichment Against the Investment Banks – Underwriting Fees)

1154. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1155. To the extent that the Investment Banks collected underwriting fees in connection with those public offerings and private placements to the Rigas Management and RFEs, they have been unjustly enriched in the amount of the Investment Banks' fees on the transactions in which the Rigas Management and RFEs "purchased" securities using funds from the Co-Borrowing Facilities.

1156. By reason of the foregoing, Adelphia has been damaged in the amount of those underwriting fees, to be determined at trial.

SIXTY-SECOND CLAIM FOR RELIEF

(Breach Of Contract Against the Investment Banks – Valuation of Offerings)

1157. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1158. Each of the Investment Banks had a contractual duty to Adelphia to provide Adelphia with capital equal to the offering price of the securities it underwrote, less underwriting fees.

1159. To the extent that the Rigas Management and RFEs acquired Adelphia debt and equity securities using proceeds from the Co-Borrowing Facilities, Adelphia did not receive capital from the Investment Banks equal to the price of the securities they underwrote, less underwriting fees, and the Investment Banks therefore breached their underwriting contracts with Adelphia.

1160. By reason of the Investment Banks' breaches, Adelphia has been damaged in an amount to be determined at trial.

SIXTY-THIRD CLAIM FOR RELIEF

(Breach Of Implied Covenants Of Good Faith And Fair Dealing Against the Investment Banks)

1161. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1162. Each of the Investment Banks' contracts with Adelphia included an implied covenant of good faith and fair dealing.

1163. Each of the Investment Banks breached their duties of good faith and fair dealing by purporting to assist Adelphia in raising capital in connection with the issuance of securities to the Rigas Management and RFEs when the issuance of such securities did not actually raise capital for Adelphia because the securities were "purchased" with funds from the Co-Borrowing Facilities, thus increasing Adelphia's debt.

1164. By reason of the Investment Banks' breaches of their duties of good faith and fair dealing, Adelphia has been damaged in an amount to be determined at trial.

SIXTY-FOURTH CLAIM FOR RELIEF

(Fraudulent Concealment Against the Investment Banks)

1165. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1166. As a result of functioning as an underwriter on behalf of Adelphia, each Investment Bank had a duty to Adelphia to act truthfully and faithfully and disclose anything adverse to Adelphia.

1167. The Investment Banks engaged in fraudulent concealment in at least the following ways:

1168. by fraudulently failing to disclose that the Rigas Management excluded more than $2 billion in off-balance-sheet debt from Adelphia's financial statements;

1169. by fraudulently failing to disclose that the Rigas Management's use of co-borrowed proceeds for the purchase of stock in Adelphia in transactions had the effect of artificially reducing Adelphia's reported debt while at the same time artificially increasing its reported equity;

1170. by fraudulently failing to disclose that Adelphia's stock sales to the Rigas Management did not have the effect of de-leveraging the Company; and

1171. by fraudulently failing to disclose that funds drawn down from the Co-Borrowing Facilities into the Cash Management System were used for the Rigases' personal purposes, including to pay the Rigases' personal margin calls.

1172. By reason of the foregoing, Adelphia has been damaged in an amount to be determined at trial, but not less than $3.625 billion.

SIXTY-FIFTH CLAIM FOR RELIEF

(Fraud against the Agent Banks and the Investment Banks)

1173. Plaintiff repeats, reiterates, and realleges each of the allegations set forth above.

1174. As set forth in more detail above, the Agent Banks, Investment Banks and the Rigas Management engaged in fraud in at least the following ways:

(i) improperly transferring the Debtors' assets and funds to benefit their own interests;

(ii) concealing those wrongful transactions through, for example, the use of "netting" and "reclassification" procedures;

(iii) misrepresenting Adelphia's finances by excluding more than $2 billion in off-balance-sheet debt that was borrowed by the Rigas Management or RFEs for their own benefit and for which Adelphia was nevertheless jointly and severally liable;

(iv) using or permitting to be used co-borrowed proceeds for the purchase of stock in Adelphia in transactions had the effect of artificially reducing Adelphia's reported debt while at the same time artificially increasing its reported equity;

(v) falsely and fraudulently representing that the Adelphia's stock sales had the effect of de-leveraging the Company, when in fact they had the opposite effect;

(vi) using or permitting to be used funds drawn down from the Co-Borrowing Facilities into the Cash Management System to pay the Rigas Management's or RFEs personal margin calls;

(vii) failing to disclose that the Rigas Management's purchase of Adelphia stock was financed with loans guaranteed by Adelphia; and

(viii) "purchasing" or permitting to be "purchased" though Highland 2000 over $800 million worth of Adelphia's debt and equity securities by simply recording journal entries.

1175. The Agent Banks and the Investment Banks specifically participated in of the Rigas Management's fraudulent schemes to siphon money and assets from the Debtors and knowingly provided essential assistance in those schemes in at least the following ways:

(i) as to the Agent Banks, and where appropriate, their affiliated Investment Banks, by designing, implementing, and funding the Co-Borrowing Facilities in a way that made it possible for the Rigas Management to use co-borrowing funds for their own benefit at the expense of the Debtors;

(ii) as to the Agent Banks, and where appropriate, their affiliated Investment Banks, by permitting the Rigas Co-Borrowing Entities to draw upon the Co-Borrowing Facilities when they did not have sufficient capital to secure the funds allocated to them;

(iii) as to the Investment Banks, by issuing securities to the Rigas Management when the Investment Banks knew that the Rigas Management or RFEs were using the Debtors' funds to acquire those securities;

(iv) as to the Investment Banks, by providing substantial assistance to the Rigas Management in perpetuating their control over Adelphia through the acquisition of Adelphia stock in public offerings, private placements, and margin loans; and

(v) as to SSB, by providing a "fairness opinion" as to the Rigas Management's or the RFEs purchases of Adelphia's securities, when such purchases were inherently unfair to Adelphia.

1176. The Agent Banks and the Investment Banks financially benefited, directly or indirectly, by earning inordinately high fees for funding the fraudulent scheme and designing the essential aspects of that scheme.

1177. The Agent Banks and the Investment Banks thus fully participated in the Rigas Management's fraud, knowingly funding the fraud in violation of their own practices and standard banking practices and reaping extraordinary financial benefits for themselves as their share of the fraudulent scheme.

1178. By reason of the foregoing, the Debtors have been damaged in an amount to be determined at trial but not less than $5 billion.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff:

(i) on its First Claim for Relief, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, avoiding, preserving and recovering for the benefit of the estates all UCA/HHC Co-Borrowing Obligations incurred or granted on or within the year preceding the Petition Date, and all UCA/HHC Co-Borrowing Security Interests securing UCA/HHC Co-Borrowing Obligations incurred or granted on or within the year preceding the Petition Date, together with all interest paid in respect of the obligations avoided hereunder;

(ii) on its Second Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(iii) on its Third Claim for Relief, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, avoiding, preserving and recovering for the benefit of the estates: (A) (i) all UCA/HHC Co-Borrowing Obligations, and (ii) all UCA/HHC Co-Borrowing Security Interests securing UCA/HHC Co-Borrowing Obligations; or, alternatively, (B) (i) all UCA/HHC Co-Borrowing Obligations incurred for the benefit of the Rigas Family, and (ii) all UCA/HHC Co-Borrowing Security Interests securing UCA/HHC Co-Borrowing Obligations incurred for the benefit of the Rigas Family, together with all interest paid in respect of the obligations avoided hereunder;

(iv) on its Fourth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(v) on its Fifth Claim for Relief, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, avoiding, preserving and recovering for the benefit of the estates all CCH Co-Borrowing Obligations incurred or granted on or within the year preceding the Petition Date, and all CCH Co-Borrowing Security Interests securing CCH Co-Borrowing Obligations incurred or granted on or within the year preceding the Petition Date, together with all interest paid in respect of the obligations avoided hereunder;

(vi) on its Sixth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(vii) on its Seventh Claim for Relief, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, avoiding, preserving and recovering for the benefit of the estates: (A) (i) all CCH Co-Borrowing Obligations, and (ii) all CCH Co-Borrowing Security Interests securing CCH Co-Borrowing Obligations; or, alternatively, (B) (i) all CCH Co-Borrowing Obligations incurred for the benefit of the Rigas Family, and (ii) all CCH Co-Borrowing Security

Interests securing CCH Co-Borrowing Obligations incurred for the benefit of the Rigas Family, together with all interest paid in respect of the obligations avoided hereunder,

(viii) on its Eighth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(ix) on its Ninth Claim for Relief, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, avoiding, preserving and recovering for the benefit of the estates all Olympus Co-Borrowing Obligations incurred or granted on or within the year preceding the Petition Date, and all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations incurred or granted on or within the year preceding the Petition Date, together with all interest paid in respect of the obligations avoided hereunder;

(x) on its Tenth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xi) on its Eleventh Claim for Relief, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, avoiding, preserving and recovering for the benefit of the estates: (A) (i) all Olympus Co-Borrowing Obligations, and (ii) all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations; or, alternatively, (B) (i) all Olympus Co-Borrowing Obligations incurred for the benefit of the Rigas Family, and (ii) all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations incurred for the benefit of the Rigas Family, together with all interest paid in respect of the obligations avoided hereunder;

(xii) on its Twelfth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xiii) on its Thirteenth Claim for Relief, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, avoiding, recovering and preserving for the benefit of the estates (i) the

Century-TCI Transfer, and (ii) all Century-TCI Security Interests securing the Century-TCI Transfer, together with all interest paid in respect of the obligations avoided hereunder;

(xiv) on its Fourteenth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xv) on its Fifteenth Claim for Relief pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, avoiding, recovering and preserving for the benefit of the estates (i) the Century-TCI Transfer, and (ii) all Century-TCI Security Interests securing the Century-TCI Transfer, together with all interest paid in respect of the obligations avoided hereunder;

(xvi) on its Sixteenth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xvii) on its Seventeenth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xviii) on its Eighteenth Claim for Relief— NOT ADOPTED BY EQUITY COMMITTEE;

(xix) on its Nineteenth Claim for Relief, pursuant to sections 548 and 550 of the Bankruptcy Code, avoiding, recovering, and preserving for the benefit of the Debtors' estates at least $3,121,043.89;

(xx) on its Twentieth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xxi) on its Twenty-First Claim for Relief, pursuant to sections 544(b) and 550 of the Bankruptcy Code, avoiding, recovering, and preserving for the benefit of the Debtors' estates the HSBC Payments;

(xxii) on its Twenty-Second Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xxiii) on its Twenty-Third Claim for Relief, pursuant to sections 544(b) and 550 of the Bankruptcy Code, avoiding, recovering, and preserving for the benefit of the Debtors' estates the Key Bank Payments;

(xxiv) on its Twenty-Fourth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xxv) on its Twenty-Fifth Claim for Relief, pursuant to sections 544(b) and 550 of the Bankruptcy Code, avoiding, recovering, and preserving for the benefit of the Debtors' estates the BNS Payments;

(xxvi) on its Twenty-Sixth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xxvii) on its Twenty-Seventh Claim for Relief, pursuant to sections 544(b) and 550 of the Bankruptcy Code, avoiding, recovering, and preserving for the benefit of the Debtors' estates at least $10,446,935.69;

(xxviii) on its Twenty-Eighth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xxix) on its Twenty-Ninth Claim for Relief, pursuant to sections 544(b) and 550 of the Bankruptcy Code, avoiding, recovering, and preserving for the benefit of the Debtors' estates the CIBC Payments;

(xxx) on its Thirtieth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xxxi) on its Thirty-First Claim for Relief, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, avoiding, recovering, and preserving for the benefit of the Debtors' estates all Margin Payments made on or within one year preceding the Petition Date;

(xxxii) on its Thirty-Second Claim for Relief, pursuant to section 1975 of title 12 of the United States Code, an amount that is three times the amount of the damages sustained, in an amount to be determined at trial, plus costs and attorneys' fees;

(xxxiii) on its Thirty-Third Claim for Relief, (a) judgment equitably disallowing Defendants' claims in their entirety, or, alternatively, (b) pursuant to Section 510(c) of the Bankruptcy Code, judgment: (i) subordinating Defendants' claims to the prior payment in full of the claims of unsecured creditors of the Debtors, including, but not limited to any intercompany claims, and (ii) preserving the liens granted under the Co-Borrowing Facilities for the benefit of the Debtors' estates;

(xxxiv) on its Thirty-Fourth Claim for Relief, recharacterizing that portion of the Co-Borrowing Facilities used for the purchase of stock as an equity contribution to Adelphia in an amount not less than $2 billion;

(xxxv) on its Thirty-Fifth Claim for Relief, recharacterizing that portion of the Century-TCI Facility used for the purchase of stock as an equity contribution to Adelphia in an amount not less than $400 million;

(xxxvi) on its Thirty-Sixth Claim for Relief, awarding Plaintiffs damages in the amount of at least $5 billion, or such other amount to be determined at trial, plus punitive damages in an amount to be determined at trial;

(xxxvii) on its Thirty-Seventh Claim for Relief, awarding Plaintiffs damages in the amount of at least $5 billion, or such other amount to be determined at trial, plus punitive damages in an amount to be determined at trial;

(xxxviii) on its Thirty-Eighth Claim for Relief, awarding Plaintiffs damages in the amount of at least $5 billion, or such other amount to be determined at trial, plus punitive damages in an amount to be determined at trial;

(xxxix) on its Thirty-Ninth Claim for Relief, awarding Plaintiffs damages in the amount of at least $5 billion, or such other amount to be determined at trial, plus punitive damages in an amount to be determined at trial;

(xl) on its Fortieth Claim for Relief, awarding Plaintiffs damages in the amount of at least $5 billion, or such other amount to be determined at trial, plus punitive damages in an amount to be determined at trial;

(xli) on its Forty-First Claim for Relief, granting Plaintiffs a declaration that the Debtors are not liable for any of the Obligations under the CCH Credit Agreement in excess of those permitted by the CCH Credit Agreement;

(xlii) on its Forty-Second Claim for Relief, granting Plaintiffs a declaration that the Debtors are not liable for any of the Obligations under the Olympus Credit Agreement in excess of those permitted by the Olympus Credit Agreement;

(xliii) on its Forty-Third Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xliv) on its Forty-Fourth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(xlv) on its Forty-Fifth Claim for Relief, terminating the UCA/HHC Security Interests, returning to the Debtors all amounts paid by the Debtors in respect of funds drawn under the UCA/HHC Facility that were used by the Rigas Family, plus interest from the date of each payment made by the Debtors to the UCA/HHC Co-Borrowing Lenders, and terminating any purported right of the UCA/HHC Lenders to payment from the Debtors for amounts drawn under the UCA/HHC Co-Borrowing Facility by the Rigas Family;

(xlvi) on its Forty-Sixth Claim for Relief, terminating the CCH Security Interests, returning to the Debtors all amounts paid by the Debtors in respect of funds drawn

under the CCH Facility that were used by the Rigas Family, plus interest from the date of each payment made by the Debtors to the CCH Co-Borrowing Lenders, and terminating any purported right of the CCH Lenders to payment from the Debtors for amounts drawn under the CCH Co-Borrowing Facility by the Rigas Family;

(xlvii) on its Forty-Seventh Claim for Relief, terminating the Olympus Security Interests, returning to the Debtors all amounts paid by the Debtors in respect of funds drawn under the Olympus Facility that were used by the Rigas Family, plus interest from the date of each payment made by the Debtors to the Olympus Co-Borrowing Lenders, and terminating any purported right of the Olympus Lenders to payment from the Debtors for amounts drawn under the Olympus Co-Borrowing Facility by the Rigas Family;

(xlviii) on its Forty-Eighth Claim for Relief, estopping the Co-Borrowing Lenders from retaining and enforcing the Co-Borrowing Security Interests, from retaining principal and interest payments made by the Debtors in respect of amounts drawn down under the Co-Borrowing Facilities for the benefit of the Rigas Family, and from seeking to recover outstanding principal and interest payments from the Debtors with respect to funds drawn under the Co-Borrowing Facilities for the benefit of the Rigas Family;

(xlix) on its Forty-Ninth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(l) on its Fiftieth Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(li) on its Fifty-First Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(lii) on its Fifty-Second Claim for Relief — NOT ADOPTED BY EQUITY COMMITTEE;

(liii) on its Fifty-Third Claim for Relief, pursuant to 18 U.S.C. §1962(b), against the RICO Defendants; awarding Plaintiff damages in the amount of at least $3.665 billion, trebled or such other amount to be determined at trial;

(liv) on its Fifty-Fourth Claim for Relief, pursuant to 18 U.S.C. §1962(c) against the RICO Defendants; awarding Plaintiff damages in the amount of at least $3.665 billion, trebled or such other amount to be determined at trial;

(lv) on its Fifty-Fifth Claim for Relief, pursuant to 18 U.S.C. §1962(c) against the RICO Defendants; awarding Plaintiff damages in the amount of at least $3.665 billion, trebled or such other amount to be determined at trial;

(lvi) on its Fifty-Sixth Claim for Relief, pursuant to 18 U.S.C. §1962(d) against the RICO Defendants; awarding Plaintiff damages in the amount of at least $3.665 billion, trebled or such other amount to be determined at trial;

(lvii) on its Fifty-Seventh Claim for Relief, for Breach Of Contract against SSB, awarding Plaintiff damages in the amount of $777,916,673, or such other amount to be determined at trial;

(lviii) on its Fifty-Eighth Claim for Relief, for Negligence against SSB, awarding Plaintiff damages in an amount to be determined at trial;

(lix) on its Fifty-Ninth Claim for Relief, for Breach Of Contract against the Investment Banks for Failure to Independently Examine Adelphia's Financial Condition, awarding Plaintiff damages in an amount to be determined at trial;

(lx) on its Sixtieth Claim for Relief, for Breach of Contract against the Investment Banks for recovery of Underwriting Fees, awarding Plaintiff damages in an amount to be determined at trial;

(lxi) on its Sixty-First Claim for Relief, Unjust Enrichment against the Investment Banks for recovery of Underwriting Fees, awarding Plaintiff damages in an amount to be determined at trial;

(lxii) on its Sixty-Second Claim for Relief, for Breach of Contract against the Investment Banks for failing to provide Adelphia with the contractually mandated amount of capital required under the Underwriting Agreement awarding Plaintiff damages in an amount to be determined at trial;

(lxiii) on its Sixty-Third Claim for Relief, for Breach Of Implied Covenants Of Good Faith And Fair Dealing Against the Investment Banks awarding Plaintiff damages in an amount to be determined at trial;

(lxiv) on its Sixty-Fourth Claim for Relief, Fraudulent Concealment against the Investment Banks; by reason of the foregoing, awarding Plaintiff in an amount to be determined at trial, but not less than $3.665 billion;

(lxv) on its Sixty-Fifth Claim for relief, for Fraud against the Agent Banks and the Investment Banks; Plaintiff have been damaged in an amount to be determined at trial but not less than $5 billion, plus punitive damages in an amount determined at trial;

(lxvi) awarding Plaintiff pre-judgment interest on its claims together with its costs and attorneys' fees, to the fullest extent allowed by law; and

(lxvii) awarding Plaintiff such other and further relief as the Court may deem just and proper and appropriate to redress the harm caused by Defendants' conduct.

Dated: New York, New York
July 31, 2003

BRAGAR WEXLER EAGEL &
MORGENSTERN, LLP

By: /s/ Peter D. Morgenstern
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EXHIBIT A

Draw Downs On UCA/HHC Co-Borrowing Facility

Date	**Draw Down Amount**
5/6/99	$250 million
10/1/99	$460 million
11/1/99	$50 million
11/4/99	$15 million
11/8/99	$12 million
11/9/99	$15 million
12/3/99	$300 million
1/24/00	$368 million
2/1/00	$35 million
2/24/00	$20 million
4/3/00	$30 million
4/28/00	$28 million
6/14/00	$70 million
6/30/00	$92 million
8/31/00	$15 million
9/1/00	$60 million
9/8/00	$40 million
9/15/00	$15 million
10/5/00	$40 million
10/31/00	$40 million

Date	**Draw Down Amount**
11/15/00	$50 million
11/27/00	$25 million
11/30/00	$40 million
12/29/00	$25 million
3/9/01	$112 million
4/2/01	$150 million
7/2/01	$90 million

EXHIBIT B

Draw Downs On CCH Co-Borrowing Facility

Date	Draw Down Amount
4/14/00	$750 million
4/17/00	$750 million
7/3/00	$145 million
8/2/00	$25 million
8/15/00	$210 million
9/28/00	$500 million
9/29/00	$220 million
10/17/00	$65 million
10/23/00	$45 million
10/30/00	$49.5 million
10/31/00	$20.5 million
11/1/00	$1.05 billion
1/31/01	$420 million
4/2/01	$450 million
7/2/01	$600 million
9/28/01	$180 million
10/1/01	$580 million
11/29/01	$70 million
12/12/01	$280 million
12/17/01	$75 million

Date	Draw Down Amount
12/20/01	$105 million
1/2/02	$550 million
1/25/02	$30 million
1/31/02	$50 million
2/15/02	$275 million
2/19/02	$5 million
2/21/02	$20 million
2/22/02	$40 million
2/25/02	$20 million
2/27/02	$90 million
3/8/02	$30 million
3/15/02	$55 million
3/21/02	$60 million
4/1/02	$195 million
4/2/02	$65 million
4/12/02	$20 million
4/15/02	$40 million
4/30/02	$100 million

EXHIBIT C

Draw Downs On Olympus Co-Borrowing Facility

Date	Draw Down Amount
9/28/01	$2 billion
10/15/01	$35 million
10/18/01	$30 million
11/5/01	$25 million
12/20/01	$25 million
12/31/01	$700 million
1/15/02	$80 million