EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: MONTGOMERY WARD, LLC, et al., Debtors.	CHAPTER 11 Case No. 00-4667 (RTL) Jointly Administered
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MONTGOMERY WARD, LLC, et al., Plaintiff, -against- GENERAL ELECTRIC CAPITAL CORPORATION, GE CARD SERVICES, INC., MONOGRAM CREDIT CARD BANK OF GEORGIA, MONTGOMERY WARD CREDIT CORPORATION, PARTNERSHIP MARKETING GROUP a/k/a SIGNATURE FINANCIAL MARKETING, INC., a division of GENERAL ELECTRIC FINANCIAL ASSURANCE, UNION FIDELITY LIFE INSURANCE COMPANY, COLONIAL PENN-FRANKLIN INSURANCE COMPANY, GE CAPITAL INTERNATIONAL SERVICES, GE CAPITAL FINANCIAL INC., and GE CAPITAL COMMUNICATION SERVICES CORPORATION, d/b/a GE EXCHANGE, Defendants.	**COMPLAINT** Adv. Pro. No. 02-01663

TABLE OF CONTENTS

INDEX OF DEFINED TERMS

Term	**Name**	**Page No.**	**¶ No.**
Flip	GECC's transfer of credit card accounts from Wards PLCC to the Wal Mart PLCC	32	228
GE	General Electric Company	6	31
GEC Communication	GE Capital Communication Services Corp d/b/a GE Exchange	1	
GEC Financial	GE Capital Financial Inc.	1	
GEC International	GE Capital International Services	1	
GECC	General Electric Capital Corporation	1	
GECS	General Electric Capital Services, Inc.	6	31
GEFA	General Electric Financial Assurance	1	
Goddu	Roger V. Goddu	8	57
Hoeltzel	Mary Hoetzel	9	61
JCP	J.C. Penney, Inc.	13	98
Loans	BT Loan and Real Estate Facility	26	177
Monogram	Monogram Credit Card Bank of Georgia	1	
MWCC	Montgomery Ward Credit Corp.	1	
Nayden	Denis J. Nayden	8	51
New Accounts	Wards PLCC accounts established on and after August 2, 1999	47	332
New Program Agreements	Program Agreements, as amended and modified in or about February 2000	28	191
Paine Webber	Paine Webber Group, Inc.	35	252
Parke	James A. Parke	8	55
Petition Date	December 28, 2000	6	27
PMG	Partnership Marketing Group	1	

Term	Name	Page No.	¶ No.
Preferences	Wards transfers of the Debtors' interest in property from Emergence to the Petition Date, made to or for the benefit of the Defendants	46	320
Program Agreements	The agreements governing the terms of the Wards PLCC business	28	189
Project Diamond	Wasserstein's engagement to identify and analyze the range of alternatives with respect to GECC's disposition of Wards	17	125
Project Monaco	Card Services' contingency planning with respect to GECC's exposure in the event of Ward's liquidation	31	219
Project Rudolph	PMG's contingency planning with respect to GECC's exposure in the event of a Wards liquidation	33	236
Real Estate Facility	The ability of Wards to borrow up to $300 million under the Real Estate Loan Agreement	6	25
Real Estate Loan Agreement	Wards entered into a Real Estate Loan Agreement with GECC	5	25
Regis Sweepstakes	Win a Fortune Sweepstakes featuring Regis Philbin	13	97
Securitized Receivables	private label credit card receivables	30	210
Senior Lenders	BT Commercial Corp., as agent for itself and various other lenders	5	20
Sherin	Keith S. Sherin	8	50
Signature	Signature Financial Marketing, Inc.	1	
Stewart	Edward D. Stewart	8	53
Transfers	Wards' transfers made under the New Program Agreements in furtherance of both the Wards PLCC business and PMG's	41	288

Term	Name	Page No.	¶ No.
	business in 2000		
Ungari	James Ungari	9	60
Union Fidelity	Union Fidelity Life Insurance Company	1	
Vendor Letters	Goddu published letters to creditor community	24	166
Wacker	Richard F. Wacker	9	58
Wal Mart PLCC	Wal Mart, Inc., private label credit card	7	38
Wards	Montgomery Ward, LLC	1	
Wards I	First bankruptcy filing by Wards, on July 7, 1997	4	14
Wards I Plan	Plan of reorganization in Wards I	5	18
Wards PLCC	the Wards' private label credit card	7	38
Wasserstein	Wasserstein Perella & Co.	17	123
Welch	John F. Welch, Jr.	8	49
Welch Meeting	GECC scheduled meeting for June 28, 2000	18	129

Plaintiff, the Official Committee of Unsecured Creditors (the "Committee" or APlaintiff@) of Montgomery Ward, LLC ("Wards") and its subsidiaries (collectively, the ADebtors"), by its attorneys, Kronish Lieb Weiner & Hellman LLP and Morris, Nichols, Arsht & Tunnell, as and for its complaint against the Defendants General Electric Capital Corporation (AGECC@), GE Card Services, Inc. (ACard Services@), Monogram Credit Card Bank of Georgia (AMonogram@), Montgomery Ward Credit Corporation (AMWCC@), Partnership Marketing Group (APMG@) a/k/a Signature Financial Marketing, Inc. (ASignature@), a division of General Electric Financial Assurance (AGEFA@), Union Fidelity Life Insurance Company (AUnion Fidelity@), Colonial Penn-Franklin Insurance Company (AColonial Penn@), GE Capital International Services (AGEC International@), GE Capital Financial Inc. (AGEC Financial@), and GE Capital Communication Services Corporation, d/b/a GE Exchange (AGEC Communication@), respectfully alleges:

I. PRELIMINARY STATEMENT

1. In August 1999, Wards emerged from bankruptcy as a wholly owned subsidiary of GECC, and as a very weak company. In the sixteen months that followed, fully aware of Wards= insolvency, GECC and certain of its affiliates named herein (collectively, the ADefendants@) leveraged their influence, and utilized every imaginable method, to squeeze out of Wards all of the economic benefits they could take for themselves, without regard to the consequences to Wards and its creditors. Among other things, Defendants intentionally misled creditors and manipulated Wards= financial structure and the timing of Wards= second bankruptcy filing to benefit their own credit card and marketing businesses and to offset taxable gains on the sale of a major asset by General Electric Corporation, GECC=s ultimate parent.

2. The December 1999 holiday season -- the first one following Wards= emergence from bankruptcy -- was a disaster. It soon became clear that GECC=s silver bullet for Wards B a grandiose store re-modeling program B would not nearly be sufficient to stem the tide of Wards= losses. In the first six months of 2000, Wards lost hundreds of millions of dollars. By June, its capital structure was decimated.

3. In the face of all of this, GECC=s principal person in charge of the Wards= investment accurately concluded in early June 2000 that Wards was a dying retailer whose only realistic option was liquidation and that anything short of that was, in his words, like Arearranging the deck chairs on the Titanic.@

4. Unfortunately for Wards= creditors, that conclusion was shared with no one outside of the Defendants= close circle of executives. With only GECC at the helm, and with the fatal iceberg clear in its view for month after month, GECC slowed down the doomed ship until December 28, 2000, for the sole purpose of benefitting itself and its affiliates.

5. Thus GECC delayed Wards= inevitable demise by knowingly misleading creditors as to the Debtors= financial condition and GECC=s long-term support for Wards. For example, GECC never disclosed that it had determined that Wards needed $400 to $550 million in equity to survive in 2001, an amount GECC knew neither it, nor anyone else, would ever invest. Indeed, GECC caused Wards to tell the creditors just the opposite: that GECC would be a stalwart supporter of Wards. Relying on such disinformation, Wards= creditors were duped into extending hundreds of millions of dollars in unsecured credit to the Debtors, while GECC stood by knowing that the creditors would never be paid in full.

6. Rather than risk the equity investments it believed were required to save Wards, to provide Wards with the cash it needed to operate so that the Defendants could effect

their scheme, GECC made millions of dollars of Aloans@ to Wards secured by Wards= real estate, thereby creating the fiction that GECC was supporting Wards. The effect of these Aloans@ was to delay Wards= inevitable bankruptcy while at the same time to diminish-- by tens of millions of dollars -- the value of the Debtors= estates.

7. The delays thus created by the Defendants permitted GECC the time it needed to increase its private label credit card business and then Aflip@ Wards= credit card customers to a solvent retailer in GECC=s credit card portfolio. But for the needs of General Electric Company, GECC=s ultimate parent, the bait and flip scheme might have continued into 2001. GECC finally caused Wards to file in the last week of December in time for General Electric Company to offset a $1.3 billion gain it had realized from its sale of common stock in Paine Webber Group, Inc. in 2000.

8. The Committee brings this action on behalf of the Debtors= estates to recover damages, and obtain other remedies, arising from the Defendants= self-dealing and inequitable conduct, including:

a. subordinating Defendants= secured and unsecured claims asserted against the Debtors and declaring that any liens or security interests asserted by the Defendants as security for their claims are void and of no force and effect;

b. finding and declaring that the amounts funded on Tranche B of the BT Loan (as defined below) and the amounts funded pursuant to the Real Estate Facility (as defined below) in excess of $300 constituted contributions of equity capital and the purported liens and security interests securing their repayment are void and of no effect;

c. avoiding the transfers of interests in property or obligations incurred by the Debtors, and determining the amount thereof, and directing that Defendants return an amount equal thereto to the Debtors= estates or, in the alternative, awarding the Debtors= estates the full value thereof;

d. awarding the Plaintiff, for the benefit of the Debtors= estates, restitution in the amount of $500 million, the exact amount to be determined at trial; and

e. awarding the Plaintiff, for the benefit of the Debtors= estates, damages in the amount of $500 million, the exact amount to be determined at trial.

II. JURISDICTION AND VENUE

9. This adversary proceeding arises under the Bankruptcy Code and arises in, and relates to, the chapter 11 cases of the Debtors pending in this District.

10. This Court has jurisdiction over this adversary proceeding, pursuant to 28 U.S.C. '' 1334, 151 and 157, 11 U.S.C. '' 105, 510, 544, 547, 548, 550, Bankruptcy Rules 7001(1), (7), (8) and (9) and ' 740 ILCS 160/1-12.

11. This is a core proceeding as provided in 28 U.S.C. ' 157(b)(2).

12. Venue is proper in this District under 28 U.S.C. ' 1409.

III. ALLEGATIONS COMMON TO MULTIPLE CAUSES OF ACTION

A. Background and Parties

13. Founded in 1872, Wards grew to become one of this country's largest retailers of name brand apparel, home furnishings, electronics, appliances, jewelry, and automotive parts and services.

14. On or about July 7, 1997, certain of the Debtors= predecessors in interest, together with certain of their then-existing affiliates, filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this District ("Wards I").

15. The Wards I bankruptcy cases were jointly administered under Case No. 97-1409 (PJW).

16. The Wards I debtors continued in the possession of their property and operation of their businesses as debtors in possession.

17. At the time of Wards I, GECC owned a majority of the common shares of Wards as well as certain preferred stock of Wards.

18. In Wards I, GECC was a co-proponent of the plan of reorganization (the AWards I Plan").

19. The bankruptcy court confirmed the Wards I Plan on July 13, 1999 and the Wards I debtors emerged as the Debtors from chapter 11 protection on August 2, 1999, the effective date of the Wards I Plan ("Emergence").

20. On Emergence, Wards entered into a revolving credit agreement (the ACredit Agreement@) with BT Commercial Corporation, as agent for itself and various other lenders (collectively, the ASenior Lenders@), which, among other things, allowed Wards to borrow up to $1 billion (the ABT Loan@).

21. On Emergence, the outstanding balance of the BT Loan was approximately $164 million and on December 28, 2000, the outstanding balance was approximately $879 million. The daily balance on the BT Loan from Emergence to December 26, 2000 is listed on **Schedule A** annexed hereto and made a part hereof.

22. The BT Loan was secured by substantially all of Wards= non-real estate assets.

23. The BT Loan was separated into two tranches, Tranche A and Tranche B (as defined in the Credit Agreement).

24. Tranche B of the BT Loan was guaranteed by GECC.

25. On Emergence, Wards entered into a real estate loan agreement (the AReal Estate Loan Agreement@) with GECC, as agent for itself and certain other lenders, which, among other things, allowed Wards to borrow up to $300 million (the AReal Estate Facility@), which amount was fully borrowed on Emergence.

26. The Real Estate Facility was secured by substantially all of the real estate owned or ground leased by Wards.

27. On December 28, 2000 (the APetition Date"), the Debtors filed in this District voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

28. Pursuant to court order, the Debtors' chapter 11 cases are jointly administered.

29. On January 12, 2001, the Office of the United States Trustee appointed the Committee under ' 1102 of the Bankruptcy Code.

30. The Committee is authorized by ' 1103 of the Bankruptcy Code and the Final Stipulation and Order Providing Adequate Protection to General Electric Capital Corporation, so ordered by this Court January 24, 2001, as subsequently amended, to commence this adversary proceeding for the benefit of the Debtors' estates and to seek the relief demanded herein.

31. At all relevant times, General Electric Company (AGE@) owned 100% of the equity interests in General Electric Capital Services, Inc. (AGECS@).

32. At all relevant times, GECS owned 100% of the equity interests in GECC.

33. GECC is a Delaware corporation with its principal place of business located in Stamford, Connecticut.

34. At all relevant times, GECC owned 100% of the equity interests of Wards.

35. Wards is a Delaware limited liability company with its principal place of business located in Chicago, Illinois.

36. Due to Wards' status as a Delaware limited liability company, GECC's equity interests in Wards are held through certain wholly-owned subsidiaries and affiliates of GECC that are members of Wards.

37. Monogram is a Georgia banking corporation.

38. At all relevant times, Monogram issued private label credit cards on behalf of retailers, including, but not limited to, the Wards= private label credit card (the AWards PLCC@) and the Wal Mart, Inc., private label credit card (the AWal Mart PLCC@).

39. MWCC is a Delaware corporation with its principal place of business located in Salt Lake City, Utah.

40. At all relevant times, GECC owned 100% of the equity interests of Monogram and MWCC.

41. At all relevant times, Card Services, the card services unit or division of GECC, owned and managed the Wards PLCC and the Wal Mart PLCC.

42. GECC=s earned income from the Wards PLCC in 1999 and 2000 totaled over one billion dollars.

43. GEFA is a unit of GECC.

44. PMG is a division of GEFA.

45. PMG is also known as Signature.

46. PMG is a direct marketing business, which offers various insurance and club products, such as credit insurance, to private label credit card customers.

47. In 2000, the revenue generated by PMG from the Wards= PLCC accounts represented approximately 26% of PMG=s total revenue.

48. At all relevant times, GECC, Commercial Services Division d/b/a First Factors Corporation (AFirst Factors@) is one of the companies that factored the receivables of certain of Wards= vendors.

49. At all relevant times until September 7, 2001, John F. Welch, Jr. (AWelch@), was the chief executive officer of GE and a member of the board of directors of GE, GECS and GECC.

50. At all relevant times, Keith S. Sherin (ASherin@) was the chief financial officer of GE and a member of the board of directors of GECC.

51. At all relevant times, Denis J. Nayden (ANayden@) was chief executive officer of GECC and chairman of the board of directors of GECC.

52. At all relevant times, Dennis D. Dammerman (ADammerman@) was vice chairman and executive officer of GE, chairman and chief executive officer of GECS and a member of the board of directors of GECC.

53. At all relevant times, Edward D. Stewart (AStewart@) was chief executive officer of Card Services and a member of the board of directors of GECC.

54. At all relevant times, Stewart was the principal person in charge of GECC=s investment in Wards.

55. At all relevant times, James A. Parke (AParke@) was chief financial officer of GECC and a member of the board of directors of GECC.

56. Nayden, Dammerman, Stewart, Parke, and Sherin served on the board of directors of Wards.

57. At all relevant times, Roger V. Goddu (AGoddu@) was the chief executive officer of Wards and a member of the board of directors of Wards.

58. At all relevant times, Richard F. Wacker (AWacker@) was the chief financial officer for Card Services.

59. At all relevant times, Wacker assisted Stewart in his role as the principal person watching over GECC=s investment in Wards.

60. At all relevant times, James Ungari (AUngari@) was an employee of GECC.

61. At all relevant times, Mary Hoeltzel (AHoeltzel@) was the comptroller of Card Services.

62. At all relevant times, Randy Brown (ABrown@) was an employee of Wards.

63. Union Fidelity is an Illinois insurance company with its principal place of business located in Schaumburg, Illinois.

64. Colonial Penn is a Pennsylvania insurance company with its principal place of business located in Schaumburg, Illinois.

65. GEC International is a foreign corporation with a principal place of business located in Haryana, India.

66. GEC Financial is a Utah corporation with its principal place of business located in Salt Lake City, Utah.

67. GEC Communication is a Georgia corporation with its principal place of business located in Atlanta, Georgia.

68. Union Fidelity, Colonial Penn, GEC International, GEC Financial and GEC Communication and the other Defendants have filed proofs of claim in the Debtors= chapter 11 cases.

69. Union Fidelity, Colonial Penn, GEC International, GEC Financial and GEC Communication are all affiliates of GECC.

70. At all relevant times, the Defendants were insiders of the Debtors as that term is defined in the Bankruptcy Code.

B. Dominion and Control of the Debtors By GECC

71. From Emergence through the Petition Date, GECC possessed and repeatedly exercised operational and financial dominion and control over the Debtors.

72 . GECC exercised dominion and control over the Debtors when it (i) appointed five GECC representatives to the Wards’ seven member board of directors, (ii) inserted GECC employees to direct Wards’ day-to-day affairs, (iii) hand picked management personnel of the Debtors, (iv) directed the hiring, firing, and setting of compensation for the officers and employees of the Debtors, (v) assumed management powers of the Debtors, (vi) determined corporate policies of the Debtors, (vii) directed inventory, pricing, marketing and advertising initiatives, (viii) directed corporate actions of the Debtors, (ix) caused Wards to implement GECC’s methods of forecasting and analyzing sales, cash needs and other aspects of Ward’s retail operations and performance, (x) manipulated the Debtors' expenditures, cash position, financial condition and capital structure, (xi) maneuvered all aspects of the Debtors' retail operations and (xii) determined the timing of Ward’s liquidation.

73. At all relevant times, GECC dominated Wards’ board of directors with appointees from the highest levels of GE and GECC, such as Nayden, Dammerman, Stewart, Parke and other GE and GECC representatives, holding five of the seven board seats.

74. In the first quarter of 2000, Welch directed that Sherin serve on the Wards’ board of directors.

75. Welch directed that Sherin become a member of Wards' board of directors because (i) Wards had operating losses in 1999 in excess of planned losses, (ii) Wards had forecasted continued operating losses in 2000 and (iii) Wards' financial performance affected the financial results of GECC and its parent, GE.

76. Welch hand picked Goddu to become the chief executive officer of the Montgomery Ward retail chain.

77. Welch exerted direct influence over Goddu and Wards' operations, by, among other things, (i) implementing GE's method of analyzing and measuring performance known as variation analysis at Wards under the direction of approximately eight to ten employees of GECC, (ii) directing marketing, advertising and promotional campaigns, and (iii) forestalling the closure of underperforming stores which Wards planned to close.

78. GECC inserted Brown, one of its employees at the time, at Wards, where he initially assumed the position of director of financial planning and analysis.

79. Brown rose through the ranks of Wards, with GECC's support, to become vice president, controller and ultimately chief financial officer of Wards.

80. Throughout his tenure at Wards, Brown remained on the payroll of GECC.

81. From the outset, Brown was placed at Wards to be GECC's man on the ground who would report any observations/concerns that warranted reporting to GECC and GECC's guy on the premises looking out for their investment.

82. In addition, other GECC employees were installed in permanent, semi-permanent and temporary positions at Wards.

83. In the fall of 1999, Andy Cantore was installed in the credit business operations of Wards; in the first quarter of 2000, Larry Ridgeway was installed in the Treasury

Department of Wards; and in second half of 2000, Richard Schumacher was installed as the director of [merchandise] sourcing for Wards.

84. Throughout their tenure at Wards, Cantore, Ridgeway and Schumacher remained on the payroll of GECC.

85. On an as needed basis, GECC inserted other GE and GECC employees to participate in Wards= day-to-day retail operations.

86. GECC=s insertion of its own employees in Wards= business assured GECC of a continuous flow of information concerning the Debtors' operations and financial condition and assured GECC that it would receive prompt reports of any observations and concerns that warranted reporting.

87. Stewart, Wacker, Ungari and other GECC representatives and Goddu, Brown and other Wards representatives had regular meetings concerning the retail operations and financial performance of Wards.

88. Goddu and other Wards= representatives continuously provided Welch, Stewart, Nayden, Dammerman, Ungari and other GECC representatives with detailed information regarding Wards= retail operations and financial performance.

89. In a letter dated November 10, 1999, Goddu advised Welch that: (i) Wards= Asales performance hit a wall and turned negative in September@; (ii) Awith sales well below budget@, the capital structure of Wards Ais being impacted@, (iii) he believed the remodeling of Wards= stores was the key to Wards= operational success and (iv) Wards must achieve Aplus 20% comps@ [a 20% increase in sales on a comparative store-by-store basis over the previous year] to justify the expense of remodeling Wards= stores.

90. At no time from Emergence through the Petition Date did the remodeled stores achieve a 20% increase in comparative sales.

91. In or about September 2000, Dammerman directed Goddu to come up with a monetary incentive plan to ensure that key employees remained energized for the critical fourth quarter.

92. Goddu complied with Dammerman=s direction and Wards developed a fourth quarter program for its store management teams.

93. GECC established Wards PLCC application quotas for Wards employees as a means to expand the Wards PLCC customer account base.

94. GECC directed Wards to pay Wards PLCC application performance bonuses to district managers, store managers and group merchandisers to reward them for achieving the quotas.

95. GECC directed Wards to pay sales associates and Wards PLCC credit specialists $2-3 per completed Wards PLCC application as instant gratification incentives.

96. GECC and PMG directed Wards to pay sales associates commissions and processing fees for each Wards PLCC customer who enrolled to acquire PMG products.

97. GECC directed Wards to initiate the Win a Fortune Sweepstakes featuring Regis Philbin (the ARegis Sweepstakes@) over Goddu=s objection.

98. On or about June 23, 2000, Welch compelled GE to grant Goddu $2.5 million in GE stock as the quid pro quo for Goddu rejecting J.C. Penney, Inc.=s (AJCP@) offer to become JCP=s chief executive officer and remaining with Wards to the end under the dominion and control of GECC.

C. Debtors= Capital Structure and Insolvency

99. Wards was thinly capitalized at Emergence.

100. Wards= debt to capital ratio was 66% debt to capital and 34% equity to capital at Emergence and by June 2000, the debt to capital ratio was 92% debt to capital and 8% equity to capital.

101. GECC knew that (i) factors and vendors were concerned about the overleveraged capital structure of Wards after Emergence through the Petition Date and (ii) Wards suffered compression in trade terms from vendors and a tightening of credit from factors after Emergence through the Petition Date.

102. Indeed, GECC=s factoring unit, First Factors, sought to reduce its exposure to Wards under the halo of Wards= emergence from chapter 11.

103. GECC manipulated the transfer of funds between GECC and Wards to avoid a default under the bank covenant which required Wards to maintain a minimum of $75 million of cash availability on the BT Loan (the ABank Covenant@) through various methods, including, but not limited to:

(i) short term loans of cash collateral;

(ii) advances of credit card income due to Wards pursuant to the

Wards PLCC agreements; and

(iii) infusing cash piecemeal under the Real Estate Facility.

104. GECC=s manipulation of funds made it appear to third parties, including factors and vendors, that Wards had more cash availability than it actually had after Emergence through the Petition Date.

105. Wards failed to achieve its business plan projections after Emergence through the Petition Date.

106. After Emergence and through the Petition Date, Wards had hundreds of millions of dollars of operating losses in excess of planned losses and projected hundreds of millions of dollars of additional operating losses in 2001 and 2002.

107. By memo dated February 23, 2000, a Wards' representative prepared a report on the viability of Wards in light of its deteriorating relationship with its factors.

108. The February 23rd memo summarized common themes expressed by the factors, stating in part:

While the commitment of $215 million by GECC is acknowledged, all of them are disappointed that the support is senior to the trade. It is felt that by using this form, GECC is protecting its interests in the event of a liquidation, and diminishes their comfort in GECC's commitment to Wards. Further, it is felt that Wards is adding even more debt to an already overleveraged capital structure.

109. On March 6, 2000, Stewart sent the February 23rd memo to Nayden, together with his own memo summarizing his discussions with Nayden and Parke concerning the factors and concluding that GECC was unwilling to take any action to address the overleveraged capital structure.

110. GECC knew that the factor community would not support Wards in the amounts or upon the terms Wards projected to purchase inventory so long as Wards was overleveraged.

111. As early as December 1999, GECC and its affiliates did contingency planning with respect to their respective exposure in the event of a Wards' liquidation.

112. In February 2000, Wacker and other GECC representatives, prepared a liquidation exposure estimate to quantify GECC=s financial exposure in the event of a Wards' liquidation (the AWards February Liquidation Exposure Estimate@).

113. GECC did not prepare liquidation exposure estimates for companies that performed well.

114. At various times during February and March 2000, Wacker, Sherin, Stewart, Welch, Ungari and other GECC representatives discussed and reviewed the Wards February Liquidation Exposure Estimate.

115. The Wards February Liquidation Exposure Estimate prepared by GECC showed that GECC=s exposure in the event of a Wards' liquidation was materially unchanged through the end of the year.

116. GECC=s projection that its exposure in a Wards= liquidation was materially unchanged through the end of the year 2000 allowed GECC to manipulate Wards through the Petition Date with no downside risk and only upside potential to GECC.

117. On February 9, 2000, Wacker prepared a memo concerning the Wards February Liquidation Exposure Estimate which advised other GECC representatives that:

i. GECC=s investment in Wards was toast in liquidation;

ii. PMG=s right to market to Wards= PLCC customers would be impaired to worthless in the event of a liquidation; and

iii. the Wards PLCC trade receivables would be total write-offs in the liquidation scenario.

118. At all times after Emergence through the Petition Date, Parke, Stewart and Wacker and other GECC representatives knew that Wards was unable to pay its bills as they became due and service its debt requirements from the revenues generated from Wards= retail sales.

119. At various times between Emergence and the Petition Date, the Debtors' poor sales and financial performance caused enormous unplanned cash usage and, to prevent Wards from defaulting on the Bank Covenant, GECC repeatedly manipulated Wards= capital structure.

120. GECC knew that Wards was unable to sustain itself from its retail operations and by memo dated May 10, 2000, Goddu confirmed to Stewart, Ungari, Wacker, Welch, Dammerman and Nayden that Athe only way Wards can make it and become a viable business is with help and support from GE.@

121. By May 2000, GECC knew that Wards was in imminent risk of default [in June] on its Bank Covenant, and that upon a default, GECC would lose control of Wards to its creditors.

122. In a memo dated May 15, 2000, Stewart advised Dammerman, Nayden, Welch, Parke, Sherin and Wacker that he and his staff were

> working on a recommendation regarding June month end cash situation. This is not just about filling a $50 to $75 million need for availability to hold the trade steady; but also answering what it takes to go from today=s P&L towards real viability.

123. In May 2000, GECC engaged Wasserstein Perella & Co. (AWasserstein@) to assist GECC in its analysis and consideration of various financial and strategic alternatives available to GECC concerning its ownership and investment in Wards.

124. On May 24, 2000, a meeting was held among Stewart, Wacker and Ungari and other representatives of GECC and Wasserstein, which kicked-off a 90 to 120 day full court press to identify and pursue potential opportunities to exit (or significantly reduce) GE=s interest in the retailer Wards.

125. The scope of Wasserstein=s engagement was to identify and analyze the range of alternatives with respect to GECC=s disposition of Wards and the code name for their engagement was AProject Diamond@.

126. The primary focus of Project Diamond was to merge or sell Wards to JCP, which proposed transaction JCP rejected.

127. In early June 2000, representatives of GECC and Wards discussed Wards= precarious financial condition and Wards= need for a cash infusion in order to sustain its retail operations in the second half of 2000.

128. By letter dated June 8, 2000, Stewart, GECC=s principal person in charge of its investment in Wards, informed Nayden and Parke that:

i. Wards was a dying retailer;

ii. Awith a 200 million net loss in 2000 for Wards@, Wards was a Ablack hole@; and

iii. in Stewart=s view, A[e]verything but a merger or liquidation is rearranging the deck chairs on the Titanic.@

129. By the time of Stewart=s June 8th letter, GECC had scheduled a meeting for June 28, 2000 (the AWelch Meeting@), among the highest levels of GE, GECC and Wards representatives, to address the financial crisis at Wards.

130. To avoid a default on Wards= Bank Covenant prior to the Welch Meeting, GECC transferred $15 million in cash to Wards on June 16, 2000 and an additional $5 million in cash on June 23, 2000, which cash infusions were recorded in Wards= books as loans of cash collateral and documented by demand notes.

131. By the time of the Welch Meeting, Welch, Stewart, Wacker and other GECC representatives, knew that (i) Wards had failed to achieve its business plan sales projections and (ii) in the first half of 2000, Wards had used cash in excess of $400 million, including $226 million in planned cash usage, and another $210 million in unplanned cash usage.

132. In preparation for the Welch Meeting, Brown prepared a 2001 recapitalization case memo, with a summary attached indicating: (i) three years were required to grow Wards to minimal retail profitability; (ii) Wards required $200 million (on the conservative side) in new equity to survive through year end 2000; and (iii) Wards required an additional infusion of $500-550 million in new equity to survive and have a proper capital structure through year end 2001.

133. The Welch Meeting was conducted at the offices of GE in Fairfield, Connecticut and was attended by Welch, Sherin, Stewart, Wacker, Nayden, Dammerman, Parke, Goddu, Brown and Wasserstein representatives, among others.

134. The compilation of documents (the ADeck@) prepared for and used at the Welch Meeting established, among other things, that:

i. Wards was in AImminent Risk of Bank Debt Default@;

ii. Wards had unplanned cash usage in the first half of 2000 in the amount of approximately $210 million;

iii. GECC funded $20 million prior to the Welch Meeting to avoid a default of the Bank Covenant;

iv. Sales in remodeled stores on a year-to-date basis did not meet Goddu's stated comp sales minimum of 20%;

v. Wards needed $150 to $200 million now in order to survive through year end 2000;

vi. Wards projected a cash shortfall of approximately $600 million through 2002 if the $200 million in equity was not infused in the second half of 2000;

vii. Wards debt to capital ratio was 66% debt to capital and 34% equity to capital at Emergence and 92% debt to capital and 8% equity to capital in June 2000;

viii. Three years were required to grow Wards to minimum retail profitability;

ix. The assumption was that the cash infusion needed now to survive through year end 2000 would be $200 million in equity; and

x. The portion of the Deck produced by Wasserstein assumed that in any merger or other transaction with a third party, GECC would convert the Real Estate Facility of $350 million to equity.

135. Stewart and Wacker both endorsed the assumptions set forth in the Deck used in the Welch Meeting.

136. Stewart and Wacker each recommended that GECC provide additional funding to Wards with a cash infusion of $200 million in equity.

137. Welch expressed his opposition to GECC providing funding to Wards all at once.

138. Welch was required to approve funding decisions which exceeded GECC=s delegation of authority from GE covering Wards.

139. Welch challenged Wards= ability to achieve the projections in the fall business plan presented in the Welch Meeting and directed Goddu to prepare a Arealistic@ and Amakable@ [sic] fall business plan.

140. After review and approval by Stewart, Wacker sent Sherin, Parke and others a letter dated July 6, 2000 confirming the agreement reached in the Welch Meeting to provide additional cash support to Wards and expressing his view on the best way to provide the additional funding.

141. In the July 6th letter, Wacker stated:

> Following last week=s agreement to provide additional cash support to Wards, I have outlined below what we believe is the best way (given our choices) to execute it: ... We should fund to the ATrade Minimum@ availability levels, indicated last week (see attached schedule). While the bank default level is $75, the trade looks forward when determining whether to ship and needs the more substantial margins indicated. ... We would, therefore, make a Aone-time@ $150 equity contribution this week. This cash would be needed by August/September, and would serve to return current availability close to the levels communicated to the trade earlier this year. We=ll meter in the remaining $50 (to the AConservative@ case) if and as needed through the Fall....

142. Sherin sent Wacker=s July 6th letter to Welch with a handwritten note which stated:

> Here is the Wards proposal. They want to put $150 million in now and issue a simple vendor letter (attached). I=m OK with this [**a one time equity infusion of $150 million now**] based on the fact that we need to do this by September at the latest. I=ll call you

Friday mid morning to discuss[.](Interpretation and emphasis added)

143. By letter dated July 7, 2000, Goddu wrote to Welch and thanked him for A`cutting through= everything at our 6/28/00 meeting [the Welch Meeting]@ and acknowledged that he was A100% on board with minimizing GE=s risk@ and promised to send Welch a Arealistic@ and Amakable@ [sic] fall business plan.

144. In the July 7th letter, Goddu expressed his concern that Ametering in Wards cash needs@ of $200 million for fall 2000 Acontinues to fuel speculation@ by the trade about GECC=s support of Wards and would not alleviate the compression in credit lines and terms Wards was experiencing with the factors and vendors since Emergence.

145. After the Welch Meeting, GECC made the decision to meter in equity installments in an amount less than the $150 to $200 million sought by Wards despite the recommendation of Wacker, Stewart and Sherin to fund a $150 million equity infusion immediately.

146. Ultimately, GECC contributed only $120 million in equity after the Welch Meeting in the following increments:

i. cancellation of demand notes on July 7, 2000 in the aggregate amount of $45 million arising from four separate transfers of cash collateral between June 16, 2000 and July 3, 2000;

ii. cash in the amount of $55 million on July 7, 2000;

iii. cash in the amount of $20 million on August 3, 2000.

147. On or before July 21, 2000, Parke, Stewart, Wacker, Nayden and other GECC representatives received the Wards= revised fall business plan prepared at the direction of Welch.

148. The revised Wards= fall business plan contained lower sales and financial targets for Wards, which Wards nevertheless still failed to achieve.

149. By memo dated July 27, 2000, Sherin advised Welch (with copies to Dammerman, Nayden, Parke, Stewart and Wacker) of the receipt of the Wards= revised fall business plan and attached, in part, an update of the Wards February Liquidation Exposure Estimate.

150. By September 8, 2000, GECC knew that Wards= retail sales were at least $16 million below its revised fall business plan.

151. On or before September 8, 2000, GECC knew that (i) its equity contribution had not drawn back trade support and (ii) Wards projected it would violate the Bank Covenant in the months of September, October and November 2000 without further cash infusions.

152. On Monday, October 2, 2000, Brown wrote to Stewart and stated in pertinent part:

> **<u>The funding needs to occur Tuesday to avoid falling under the minimum liquidity requirements of $75 million.</u>** Wards finished today with less than $1 million of cushion. This $40 million funding will bring total additional GE support since June, secured and unsecured, to $160 million. The $20 million of cash collateral provided earlier in September will be returned, as it no longer serves the purpose of increasing borrowing capacity. Beyond the immediate issue of executing on the $40 million is the fact that additional interim funding amounts will be needed between now and the week after Thanksgiving. Fundamentally nothing has changed from the financials we provided for use in your mid-September meeting with Jack Welch, however those financials

> only dealt with month end positions, and assumed no additional vendor terms compression. As we discussed with Rich at that time, the interim weeks of both October and November will require some bridge funding, and some uncertainty exists around the degree of trade compression at any point in time. Based on our current weekly cash flow projections, there is the potential for needing $30 to $35 million on any given day to cover the low points through the end of November. (Emphasis in original.)

153. To alleviate the cash crunch and to avoid a default on the Bank Covenant, GECC metered in $40 million under the Real Estate Facility on October 3, 2000, $39.2 million of which was wired to Wards and $800,000 of which was retained by GECC as fees.

154. On or about October 6, 2000, the GECC-dominated Wards' board of directors approved increasing the borrowing capacity on the Real Estate Facility an additional $100 million to $450 million, which increase was made effective as of October 2, 2000 to cover the $40 million GECC funded on October 3, 2000.

155. On October 6, 2000, Welch, Dammerman, Nayden, Parke and Sherin, among others, attended the GECC board of directors meeting wherein the future prospects of Wards and GECC's alternatives, including the liquidation of Wards, were reviewed.

156. To alleviate the cash crunch and to avoid a default on the Bank Covenant GECC metered in another $20 million under the Real Estate Facility on October 16, 2000 and another $15 million under the Real Estate Facility on October 24, 2000.

157. By the end of October 2000, Wards was again in desperate need of cash to stave off a default on its Bank Covenant.

158. By an e-mail dated October 27, 2000, Brown wrote Wacker:

> Looking forward, next week is probably the low point during the pre-Thanksgiving period. We will need approximately $15 million additional funding from the $25 remaining real estate capacity early next week. ... At this point, the additional $15 million is

> need[ed] to avoid default is directly the result of October sales shortfall versus plan.

159. Once again, to alleviate the cash crunch and to avoid a default on the Bank Covenant, GECC metered in $10 million under the Real Estate Facility on October 30, 2000, $5 million under the Real Estate Facility on November 1, 2000 and $4 million under the Real Estate Facility on November 3, 2000.

160. GECC further manipulated the Wards= capital structure by periodically making advances of income due to Wards under the Wards PLCC agreements (the ACredit Card Income Advances@) as additional maneuvers to avoid a default under the Bank Covenant.

161. GECC made the Credit Card Income Advances to Wards as follows: $7 million on October 2, 2000, $5 million on November 1, 2000 and $4 million on November 2, 2000.

162. Wards was insolvent at all times after Emergence through the Petition Date.

<u>D. Defendants= Inequitable Conduct</u>

163. GECC manipulated and operated the Debtors for its own benefit, and the benefit of its other subsidiaries and affiliates, and to mitigate GECC=s losses and protect GECC=s interests at the expense of the Debtors= estates.

164. GECC knew or should have known by December 1999 that (i) Wards= liquidation was inevitable and (ii) delaying the liquidation and burdening the Debtors with additional secured debt was not in the best interest of the Debtors= estates.

165. GECC=s decision to delay the Wards= liquidation benefitted GECC at the expense of the Debtors= estates.

(i) Vendor Letters

166. Goddu published letters to the creditor community (the AVendor Letters@) after Emergence through the Petition Date with the knowledge and approval of GECC.

167. Goddu=s Vendor Letters were published upon the express, implied and apparent authority of GECC.

168. Goddu=s Vendor Letters were false and misleading to the creditor community, including the vendors and factors, and were designed to induce them to extend and/or renew credit and otherwise continue to do business with Wards.

169. The Vendor Letters misrepresented GECC=s commitment to sustaining Wards.

170. One of the Vendor Letters, dated October 6, 2000, provided in part, that A[t]he resulting additional cash needs are being met by GECC to assure that Wards has the funds available to continue our remodel program@ into 2001, at a time when GECC knew that, in fact, no commitment existed to support Wards into 2001.

171. The Vendor Letters were misleading because, among other things, they omitted any reference to (i) Wards= undercapitalization, (ii) Wards= inability to pay its bills and service its debt without GECC=s continued support, (iii) GECC=s ongoing contingency planning with respect to its exposure in the event of a Wards= liquidation, (iv) GECC=s manipulation of the transfer of funds between GECC and Wards to avoid a default under the Bank Covenant and (v) GECC=s lack of commitment to Wards into 2001.

(ii) Manipulating the Financial Structure

172. GECC knew that Wards= capital structure was untenable at all times after Emergence through the Petition Date.

173. The capital structure of Wards was overleveraged and as such the debt to capital ratio at Emergence was 66% debt to capital and 34% equity to capital, rising to 92% debt to capital and 8% equity to capital by June 2000.

174. Brown estimated that a $750 million equity infusion would have fixed the capital structure and altered the debt to capital ratio to 35% debt to capital and 65% equity to capital.

175. At all relevant times, GECC knew that Wards= capital structure needed a substantial equity infusion in order to be fixed so that Wards could survive on a stand alone basis.

176. At all relevant times, GECC knew that a substantial equity infusion was needed in order to draw back the support of Wards= factors and to obtain better credit terms from Wards= vendors.

177. Notwithstanding its knowledge that Wards= capital structure was severely overleveraged, GECC further exacerbated the problem by requiring Wards to increase its borrowing capacity in March and October 2000 under the BT Loan and Real Estate Facility (collectively, the ALoans@).

178. On or about March 31, 2000, the Credit Agreement was amended and, among other things, the borrowing capacity on the BT Loan was increased to $1.1 billion by increasing the borrowing capacity under the Tranche B portion of the BT Loan from $300 million to $400 million.

179. On or about March 31, 2000, the Real Estate Loan Agreement was amended to increase the borrowing capacity on the Real Estate Facility from $300 million to $350 million and on April 12, 2000 Wards borrowed $50 million under the Real Estate Facility,

$48.5 million which was wired to Wards and $1.5 million of which was retained by GECC as fees.

180. On or about October 2, 2000, the Real Estate Loan Agreement was further amended to increase the borrowing capacity on the Real Estate Facility to $450 million and GECC metered in $94 million of additional funds under the Real Estate Facility in five installments from October 3, 2000 through November 3, 2000. The daily balance on the Real Estate Facility from Emergence to December 26, 2000 is listed on **Schedule A** annexed hereto and made a part hereof.

181. At no times relevant herein, and more precisely when Wards entered into the amendments to the Loans, could Wards have obtained funding from third parties upon the same or similar terms.

182. At all relevant times, Wards and GECC knew that the capital markets just simply weren't available to Wards and that Wards couldn't take on any additional debt.

183. The additional borrowings under the Loans as amended had the negative effects, among other things, of: (i) decreasing the support of Wards' factors; (ii) compressing credit terms from Wards' vendors; (iii) burdening Wards with additional interest expense it could ill afford; and (iv) further leveraging the already overleveraged capital structure, with no reasonable expectation of repayment.

184. The outstanding balance of the BT Loan increased from approximately $164 million on August 2, 1999 to approximately $879 million on the Petition Date.

185. The outstanding balance of the Real Estate Facility increased from $300 million on August 2, 1999 to approximately $444 million on the Petition Date.

186. Between December 1999 and the Petition Date, the Debtors lost approximately $500 million, thereby reducing the funds available for distribution to unsecured creditors by approximately $500 million.

(iii) Manipulation of the PLCC Business

187. After its acquisition of Montgomery Ward Credit Corporation (AMWCC@) in 1988, GECC operated the Wards PLCC business.

188. In April 1996, GECC caused the majority of the Wards PLCC cardholder accounts, together with Wards PLCC accounts receivable, to be transferred from MWCC to Monogram.

189. The agreements governing the terms of the Wards PLCC business (the AProgram Agreements@) were modified in part to reflect the transfer of cardholder accounts and accounts receivable from MWCC to Monogram.

190. Under the Program Agreements, Monogram extended credit directly to Wards PLCC cardholders for purchases made at Wards.

191. In or about February 2000, the Program Agreements were amended and modified (the ANew Program Agreements@) to include the following key terms which were advantageous to GECC and Monogram:

i. 25-year term, expiring in 2025;

ii. eliminated all contractual profit and loss sharing provisions;

iii. required Wards to match GECC funding of marketing expenses;

iv. allowed GECC to control all credit and price decisions; and

v. allowed GECC to gain control of the Wards trade name.

192. Under both the Program Agreements and the New Program Agreements Monogram issued the Wards PLCC to retail customers and had the exclusive right to operate Wards' PLCC business.

193. GECC and its subsidiary, Monogram, exercised final authority over the credit terms and operational decisions related to the Wards PLCC business.

194. There were 14,916,096 Wards PLCC accounts which generated approximately $1.5 billion in retail credit sales in 1999.

195. In 1999, GECC generated approximately $689 million in revenue, consisting of approximately $525 million in finance charges and $164 million in late fees, from the 14,916,096 Wards PLCC accounts.

196. GECC knew in 1999 that the Wards PLCC business was important to GECC's financial success in year 2000.

197. The cash situation analysis document contained in the Deck used in the Welch Meeting confirmed that GECC knew in June 2000 that the Wards PLCC business was extremely profitable to GECC.

198. Goddu discussed with Wacker, Stewart and other GECC representatives the idea that GECC should consider the losses sustained in connection with the retail operations of Wards in tandem with the profits made by GECC from the Wards PLCC business.

199. Stewart, Nayden, Parke, Dammerman and Sherin all knew the value of the Wards PLCC business to GECC in 2000.

200. In 2000, 2,642,591 new credit applications for the Wards PLCC were submitted to GECC for approval.

201. In 2000, GECC approved and opened 899,773 new Wards PLCC accounts.

202. In 2000, approximately 3.7 million active Wards PLCC cardholders represented approximately $2.2 billion in accounts receivable.

203. Wards paid district managers, store managers and group merchandisers to reward them for achieving the Wards PLCC application quotas by year end 2000 the exact amount to be determined at trial.

204. Wards paid district managers, store managers and group merchandisers for PMG enrollment performance bonuses by year end 2000 the exact amount to be determined at trial.

205. Wards paid sales associates and Wards PLCC credit specialists for instant gratification incentives by year end 2000 the exact amount to be determined at trial.

206. Wards paid sales associates in commissions and processing fees for Wards PLCC customers who enrolled to acquire PMG products by year end 2000 the exact amount to be determined at trial.

207. GECC established Wards PLCC credit application goals for Wards employees and trained them to achieve those goals.

208. GECC directed Wards to replace those employees who were low performers or zero producers in achieving the Wards PLCC credit application goals.

209. GECC directed and controlled store operations, including, but not limited to, inventory acquisition, staffing, employee incentives, advertising and store signage in furtherance of the Wards PLCC business.

210. At all relevant times, RFS Funding Incorporated, a single purpose corporation formed for the sole purpose of purchasing and financing revolving credit card account receivables owned by Monogram had a loan facility with Edison Asset Securitization LLC (AEdison@) in the amount of $4.8 billion (the A$4.8 Billion Facility@), which was secured by private label credit card receivables (the ASecuritized Receivables@), including, but not limited to, certain Wards= PLCC receivables which at all relevant times fluctuated in amount between $1.4 and $1.6 billion.

211. The Wards PLCC accounts receivable were perceived as having the highest risk in the portfolio of Securitized Receivables.

212. On or about August 30, 2000, the $4.8 Billion Facility was largely drawn and due to expire on September 14, 2000.

213. Between August and December 2000, Card Services prepared various Credit Approval Pitches to increase the $4.8 Billion Facility with Edison by $1.2 to $2 billion.

214. Stewart, Wacker and Hoeltzel signed a recommendation for the increase, extension and renewal of the $4.8 Billion Facility.

215. The recommendation document signed by Stewart, Wacker, and Hoeltzel states:

> While there is a spread of risk over 10 million accounts securitized, the transaction remains exposed to a weak retailer: Montgomery Ward. Amendment to document will reduce potential exposure to Ward Receivables. It remains the case that the whole deal can be unwound if any retailer (including MW) should go bankrupt.

216. GECC knew that if Wards filed for bankruptcy the whole deal could be unwound.

217. The Rating Agency Presentation dated December 6, 2000 indicated a required closing date (for the increase and extension of the $4.8 Billion Facility) of December 27, 2000, the day before the Petition Date.

218. GECC delayed Wards= bankruptcy filing, until days after the amendment and closing on the extension of the $4.8 Billion Facility, to mitigate its risk.

(iv) Project Monaco

219. The code name for Card Services= contingency planning with respect to GECC=s exposure in the event of the Wards= liquidation was Project Monaco (AProject Monaco@).

220. Project Monaco was commenced in or about September 2000.

221. Project Monaco=s primary objective was to retain current and future assets for GECC and a (distant) second was to mitigate losses.

222. Project Monaco team members proceeded upon the assumption that an announcement concerning the liquidation of Wards would occur on December 15, 2000 and that Wards= retail stores would close on February 28, 2001.

223. As a consequence of Welch directing Goddu not to close underperforming stores in the fourth quarter of 2000, GECC minimized the negative financial impact that store closures would have on the Wards PLCC accounts receivable.

224. Ninety (90%) percent of all Wards PLCC applications were obtained from customers completing application forms in the Wards stores and GECC continued to accept Wards PLCC applications at least through the Petition Date.

225. In furtherance of Project Monaco, GECC directed Wards to continue to pay employees bonuses and incentives for new credit card applications expanding the Wards PLCC customer base.

226. In December 2000 alone, Wards employees acquired 259,553 new credit applications for the Wards PLCC which resulted in 91,584 new accounts for GECC.

227. The transfer of private label credit card accounts from one retailer=s private label credit card to another is generally referred to as a flip in the parlance of Card Services.

228. Project Monaco achieved its primary objective of retaining current and future assets and its secondary objective of mitigating losses when GECC transferred accounts from the Wards PLCC to the Wal Mart PLCC (the AFlip@) after the Petition Date.

229. In March 2001, GECC flipped approximately five million Wards= PLCC accounts, with approximately $1.7 billion in receivables outstanding, to Wal Mart.

230. GECC projected that the Flip would generate $84 million of net income in 2001 to GECC.

231. By June 2001, GECC had actual total earned income of approximately $123 million on the Wal Mart Flips.

232. GECC projected that the closure of Wards would create a tremendous opportunity to accelerate the growth of the Wal Mart PLCC account base.

233. GECC estimated that $1.5 billion in future retail credit sales would be preserved in the Flip.

234. GECC projected that the liquidation impact of Wards excluding mitigants (i.e. without the Flip) would result in an $80 million net loss to GECC over seven years.

235. The objectives of Project Monaco would not have been achieved but for GECC manipulating Wards= operations through year end 2000 and maneuvering the timing of the Petition Date for its own benefit.

(v) Project Rudolph

236. The code name for PMG=s contingency planning with respect to GECC=s exposure in the event of the liquidation of Wards was Project Rudolph (AProject Rudolph@).

237. Project Rudolph was a subset of Project Monaco.

238. PMG sold insurance and club products to Wards PLCC cardholders including, but not limited to, life, health and dental insurance, credit insurance, auto club, legal service, card registration and home protection.

239. PMG products that were purchased by Wards PLCC cardholders were billed to their Wards PLCC.

240. After the Flip, PMG products that were purchased by the flipped cardholders were billed to their new Wal Mart PLCC.

241. A cardholder who purchased PMG products with the Wards PLCC could purchase the same products after the Flip with the Wal Mart PLCC.

242. PMG projected approximately $156.3 million in revenue from the Wards PLCC business in year 2000 which represented 26.3% of PMG=s total revenue of that year.

243. PMG projected its after tax income from the Wards PLCC business in year 2001 at approximately $46.3 million.

244. By September 2001, GECC had actual total revenue of approximately $84.2 million from the GEFA/PMG business at Wards.

245. PMG estimated its balance sheet exposure in the event of a Wards= liquidation to be (i) $119 million in the fourth quarter of 1999, (ii) $86 million in the second quarter of 2000, and (iii) $54 million in the fourth quarter of 2000.

246. The objectives of Project Rudolph would not have been achieved but for GECC manipulating Wards= operations through year end 2000.

(vi) Expensive and Unprofitable Regis Sweepstakes

247. The contract with Regis Philbin, entered into over Goddu=s objection, in connection with the Regis Sweepstakes was signed on behalf of Wards by Stewart.

248. At no time was Stewart either an officer or employee of Wards.

249. Goddu received a memo, dated March 9, 2000, from a representative of GECC which indicated that the Regis Sweepstakes did not increase sales at Wards but did, however, increase the number of credit card applications and customers for the Wards PLCC business.

250. The Debtors paid approximately $6 million for the cost and expenses of the Regis Sweepstakes.

251. The Debtors paid millions of dollars for additional costs and expenses associated with the Regis Sweepstakes, including, but not limited to, the cost to use the GE jet plane, travel expenses for Regis Philbin, travel expenses for the five $1 million winners and their guests, together with the prize money itself.

(vii) GECC=s Exploitation of Wards= Losses to Offset the Tax Impact of the Paine Webber Gain

252. GECS sold its investment in the common stock in Paine Webber Group, Inc. (APaine Webber@) in 2000, realizing a total gain of approximately $1.3 billion and a pre-tax gain of approximately $997 million.

253. GECC prepared an analysis in or about September 2000 which indicated that the Paine Webber pre-tax gain of $997 million could be offset by approximately $750 to $885 million of Wards' restructuring losses.

254. Welch and other GECC representatives knew that filing Wards for bankruptcy in 2000 would enable GE to offset Wards' restructuring losses against GE's gain on the Paine Webber stock transaction.

255. Nayden acknowledged at Wards' board meeting held on December 7, 2000 that GECC's decision not to fund Wards in 2001 was related in large part to GE's desire to use the Wards' losses as an offset to the Paine Webber gain.

256. The December 7, 2000 board minutes provide in pertinent part:

> after considering past performance ... the probability of additional financing by GE was remote. In considering the financing decision, GE would have to consider the more than $1 billion in gain available to GE as a result of the Paine Webber transaction which occurred earlier in the year.

257. GECC timed and manipulated the Debtors' terminal bankruptcy at the Petition Date for tax purposes that benefitted GE and its subsidiaries and affiliates, excluding the Debtors.

258. GECC caused the Debtors to file for bankruptcy on December 28, 2000, thereby triggering a tax loss of approximately $815 million which offset the $1.3 billion total gain resulting from GE's sale of PaineWebber during 2000.

(viii) Payment to Roger Goddu

259. By May of 2000 when Goddu was approached by JCP about becoming its chief executive officer, Wards was a dying retailer which was losing hundreds of millions of dollars per year.

260. Goddu had several meetings with JCP representatives wherein they offered him the chief executive officer position.

261. Goddu communicated JCP=s interest in him to Welch and other GECC representatives and Welch told Goddu: Adon=t you fucking leave me.@

262. On June 23, 2000, Welch called Goddu and said AHappy Birthday@ when he informed Goddu that he had arranged a GE grant of stock worth $2.5 million to Goddu as quid pro quo for Goddu rejecting JCP=s offer and remaining cooperative at the helm of the sinking ship of Wards, navigated under the direction of GECC.

IV. COUNTS

AS AND FOR A FIRST CAUSE OF ACTION
(Equitable Subordination)

263. Plaintiff repeats and realleges the allegations set forth above.

264. Defendants filed the following claims known to the Committee in these chapter 11 cases:

Claim No.	Claimant	Asserted Total	Asserted Status
15510	GECC - Commercial Real Estate Division	$448,242,158.84	Secured
15511	GECC - Commercial Real Estate Division	$ 2,313,924.77	Administrative
15512	GECC - GE Card Services	$343,252,768.00	Secured
15513	Monogram Credit Card Bank of Georgia and Montgomery Ward Credit Corporation	$142,900,000.00	Unsecured/ Secured
15514	Monogram Credit Card Bank of Georgia and Montgomery Ward Credit Corporation	$ 2,000,000.00	Administrative
15515	GECC - Commercial Services Division d/b/a First Factors Corporation	$ 8,705,361.40	Unsecured
15516	GECC Communication Services Corporation d/b/a GE Exchange	$ 120,324.66	Unsecured

15517	GECC - Commercial Equipment Financing Division	$ 1,732,789.62	Unsecured
15518	Signature Financial Marketing, Inc., its subsidiaries, GECC, Union Fidelity Life Insurance Company, and Colonial Penn-Franklin Insurance Company	$ 19,814,821.00	Unsecured
15519	Signature Financial Marketing, Inc., its subsidiaries, GECC, Union Fidelity Life Insurance Company, and Colonial Penn-Franklin Insurance Company	$ 119,760.00	Administrative
15522	GECC - GE Distribution Finance Division	$ 3,248,803.29	Unsecured
15529	GECC - Retail Financial Services Division	$ Unliquidated	Unsecured
15530	GEC International	$ 28,678.59	Unsecured
15531	GEC International	$ 6,207.33	Administrative
15532	GEC Financial	$ 152,002.64	Unsecured
15533	GEC Financial	$ 8,435.75	Administrative

265. The Schedules filed by the Debtors in these chapter 11 cases indicate that the unsecured claims total approximately $2.9 billion.

266. Unsecured creditors have filed proofs of claim in these chapter 11 cases totaling approximately $1.9 billion, plus approximately 7,000 unliquidated claims.

267. Defendants brazenly misused their dominion and control over the Debtors to further serve their own financial interests at the expense of the Debtors' estates, recklessly and aggressively displaying utter disregard and disrespect for any constituency beyond their own parochial objectives.

268. Defendants' inequitable conduct gave them unfair advantage as claimants in these chapter 11 cases.

269. Defendants enhanced their position to the detriment of the Debtors' estates.

270. Defendants' actions injured the Debtors' estates.

271. Based on the foregoing, the principles of equity require that (i) Defendants' secured and unsecured claims asserted against the Debtors be subordinated and (ii) any liens or security interests asserted by the Defendants as security for their claims be declared void and of no force and effect.

AS AND FOR A SECOND CAUSE OF ACTION
(Recharacterization)

272. Plaintiff repeats and realleges the allegations set forth above.

273. The increased borrowing capacity achieved by the GECC guaranty of Tranche B of the BT Loan and the funding of the Real Estate Facility were made:

i. by an insider with dominion and control over the Debtors' financial and operational affairs;

ii. for Defendant GECC's own ulterior purposes;

iii. at times and in amounts unobtainable from independent sources on ordinary, commercial terms, due to the Debtors' overleveraged capital structure, high inventory levels and pre-existing liens encumbering substantially all of their assets;

iv. with no reasonable expectation of repayment by the Debtors according to their terms, but rather with repayment dependent on the Debtors' success and survival, which Defendant GECC did not and could not reasonably expect;

v. in amounts insufficient to support the Debtors' retail operations and remodeling and business plans, of which Defendant GECC was well aware;

vi. at times when the Debtors (x) were insolvent or were about to become insolvent, (y) were engaged in or were about to engage in business and transactions for which their property was an unreasonably small capital, or (z) were generally not paying their debts as they became due;

vii. as the Debtors were approaching bankruptcy for the second time, less than 17 months after Emergence, and

viii. in part to induce vendors and other creditors to continue to extend credit or otherwise do business with the Debtors.

274. The guaranty of Tranche B of the BT Loan was in actuality an equity contribution.

275. All amounts in excess of $300 million funded by GECC under the Real Estate Facility were in actuality contributions of equity capital.

276. The principles of equity require that (i) these portions of the Loans be recharacterized as equity capital and (ii) the purported liens and security interests securing their repayment be declared void and of no force and effect.

AS AND FOR A THIRD CAUSE OF ACTION
(Fraudulent Transfers -- Bankruptcy Code ' 548(a)(1)(A))

277. Plaintiff repeats and realleges the allegations set forth above.

278. All amounts borrowed and repaid under Tranche B of the BT Loan and liens and security interests securing the payment of such amounts were voluntary transfers of interests of the Debtors in property, or obligations incurred by the Debtors.

279. All amounts borrowed under the Real Estate Facility in excess of $300 million and liens and security interests securing the payments of such amounts were voluntary transfers of interests of the Debtors in property, or obligations incurred by the Debtors.

280. The transfers of interests of the Debtors in property or obligations incurred by the Debtors as described herein were made within one year of the Petition Date with the actual intent to hinder, delay or defraud creditors of the Debtors to which the Debtors were or became, on or after the date that such transfers were made or such obligations were incurred, indebted.

281. The transfers of interests of the Debtors in property or obligations incurred by the Debtors as described herein were made to or for the benefit of Defendant GECC.

282. The transfers of interests of the Debtors in property or obligations incurred by the Debtors as described herein are fraudulent transfers subject to avoidance under 11 U.S.C. ' 548(a)(1)(A).

283. Plaintiff may recover, for the benefit of the Debtors= estates the property transferred as described herein or the value of such property from Defendant GECC under 11 U.S.C. ' 550.

AS AND FOR A FOURTH CAUSE OF ACTION
(Fraudulent Transfers -- Bankruptcy Code ' 544(b) and ' 740 ILCS 160/5(a)(1))

284. Plaintiff repeats and realleges the allegations set forth above.

285. The transfers of interests of the Debtors in property or obligations incurred by the Debtors as described herein are fraudulent transfers subject to avoidance under the Illinois Uniform Fraudulent Transfer Act, ' 740 ILCS 160/5(a)(1), made applicable by ' 544(b) of the Bankruptcy Code.

286. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred as described herein or the value of such property from the Defendant GECC under 11 U.S.C. ' 550.

AS AND FOR A FIFTH CAUSE OF ACTION
<u>(Fraudulent Transfers -- Bankruptcy Code ' 548(a)(1)(A))</u>

287. Plaintiff repeats and realleges the allegations set forth above.

288. The Debtors made the following transfers (collectively, the ATransfers@) under the New Program Agreements and in furtherance of both the Wards PLCC business and PMG=s business in 2000:

i. Payments for credit marketing expenses in the amount of $18,219,000;

ii. Payments to district managers, store managers and group merchandisers to reward them for achieving the Wards PLCC application quotas in the exact amount to be determined at trial;

iii. Payments to district managers, store managers and group merchandisers for PMG enrollment performance bonuses, the exact amount to be determined at trial;

iv. Payments to sales associates and Wards PLCC credit specialists for instant gratification incentives, the exact amount to be determined at trial;

v. Payments to sales associates commissions and processing fees for Wards PLCC customers who enrolled to acquire PMG products, the exact amount to be determined at trial;

vi. Payments for the Regis Sweepstakes, the exact amount to be determined at trial;

vii. Payments for promoting the Wards PLCC, including 0% interest promotions on purchases made by customers with the Wards PLCC in the aggregate amount of $10,856,123; and

viii. Payment for the minimum contractual discount fee for the first quarter of 2000 under the New Program Agreements in the amount of $5 million.

289. The Transfers were transfers of interests of the Debtors in property made within one year of the Petition Date.

290. The Transfers were made, directly or indirectly, to or for the benefit of Defendants GECC.

291. The Transfers totaling millions of dollars, the exact amount to be determined at trial, were made with the actual intent to hinder, delay or defraud creditors of the Debtors to which the Debtors were or became, on or after the date that such transfers were made, indebted.

292. The Transfers are fraudulent transfers subject to avoidance under 11 U.S.C. ' 548(a)(1)(A).

293. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred or the value of such property from the foregoing Defendants, jointly and severally, under 11 U.S.C. ' 550.

AS AND FOR A SIXTH CAUSE OF ACTION
(Fraudulent Transfers -- Bankruptcy Code ' 544(b) and ' 740 ILCS 160/5(a)(1))

294. Plaintiff repeats and realleges the allegations set forth above.

295. The Transfers are fraudulent transfers subject to avoidance under the Illinois Uniform Fraudulent Transfer Act, ' 740 ILCS 160/5(a)(1), made applicable by ' 544(b) of the Bankruptcy Code.

296. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred or the value of such property from the foregoing Defendants, jointly and severally, 11 U.S.C. ' 550.

AS AND FOR A SEVENTH CAUSE OF ACTION
(Fraudulent Transfers --Bankruptcy Code ' 548(a)(1)(B)(i), (ii)(I))

297. Plaintiff repeats and realleges the allegations set forth above.

298. The Debtors received less than a reasonably equivalent value in exchange for the Transfers the exact amount to be determined at trial.

299. The Debtors were insolvent when the Transfers were made or became insolvent as a result of the Transfers.

300. The Transfers are fraudulent transfers subject to avoidance under 11 U.S.C. ' 548(a)(1)(B)(i), (ii)(I).

301. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred in the Transfers or the value of such property from the foregoing Defendants, jointly and severally, under 11 U.S.C. ' 550.

AS AND FOR AN EIGHTH CAUSE OF ACTION
(Fraudulent Transfers -- Bankruptcy Code ' 544(b) and ' 740 ILCS 160/6(a))

302. Plaintiff repeats and alleges the allegations set forth above.

303. The Transfers are fraudulent transfers subject to avoidance under the Illinois Uniform Fraudulent Transfer Act, ' 740 ILCS 160/6(a), made applicable by ' 544(b) of the Bankruptcy Code.

304. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred in the Transfers or the value of such property from the foregoing Defendants, jointly and severally, under 11 U.S.C. ' 550.

AS AND FOR A NINTH CAUSE OF ACTION
(Fraudulent Transfers -- Bankruptcy Code ' 548(a)(1)(B)(i), (ii)(II))

305. Plaintiff repeats and realleges the allegations set forth above.

306. When the Transfers to were made, the Debtors were engaged in businesses or transactions, or were about to engage in businesses or transactions, for which any property remaining with the Debtors was an unreasonably small capital.

307. The Transfers to the Defendants and to others for the benefit of the Defendants are fraudulent transfers subject to avoidance under 11 U.S.C. ' 548(a)(1)(B)(i), (ii)(II).

308. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred in the Transfers or the value of such property from the foregoing Defendants, jointly and severally, under 11 U.S.C. ' 550.

AS AND FOR A TENTH CAUSE OF ACTION
(Fraudulent Transfers -- Bankruptcy Code ' 544(b) and ' 740 ILCS 160/5(a)(2)(A))

309. Plaintiff repeats and realleges the allegations set forth above.

310. The Transfers are fraudulent transfers subject to avoidance under the Illinois Uniform Fraudulent Transfer Act, ' 740 ILCS 160/5(a)(2)(A), made applicable by ' 544(b) of the Bankruptcy Code.

311. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred in the Transfers or the value of such property from the foregoing Defendants, jointly and severally, under 11 U.S.C. ' 550.

AS AND FOR AN ELEVENTH CAUSE OF ACTION
<u>(Fraudulent Transfers -- Bankruptcy Code ' 548(a)(1)(B)(i), (ii)(III))</u>

312. Plaintiff repeats and realleges the allegations set forth above.

313. When the Transfers were made, the Debtors, through the Defendants, intended to incur, or believed that the Debtors would incur, debts that would be beyond the Debtors= ability to pay as they matured.

314. The Transfers are fraudulent transfers subject to avoidance under 11 U.S.C. ' 548(a)(1)(B)(i), (ii)(III).

315. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred in the Transfers or the value of such property from the foregoing Defendants, jointly and severally, under 11 U.S.C. ' 550.

AS AND FOR A TWELFTH CAUSE OF ACTION
<u>(Fraudulent Transfers -- Bankruptcy Code ' 544(b) and ' 740 ILCS 160/5(a)(2)(B))</u>

316. Plaintiff repeats and realleges the allegations set forth above.

317. The Transfers are fraudulent transfers subject to avoidance under the Illinois Uniform Fraudulent Transfer Act, ' 740 ILCS 160/5(a)(2)(B), made applicable by ' 544(b) of the Bankruptcy Code.

318. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred in the Transfers or the value of such property from the foregoing Defendants, jointly and severally, under 11 U.S.C. ' 550.

AS AND FOR A THIRTEENTH CAUSE OF ACTION
(Insider Preferences)

319. Plaintiff repeats and realleges the allegations set forth above.

320. The transfers from Emergence to the Petition Date, the exact amount to be determined at trial, were made to or for the benefit of the Defendants (the APreferences@).

321. The Preferences represented a transfer of the Debtors= interest in property to or for the benefit of the Defendants.

322. The Preferences were for or on account of antecedent debt owed by the Debtors before such transfers were made.

323. The Preferences were made when the Debtors were insolvent.

324. The Preferences enable the Defendants to receive more than they would have received had the Debtors= chapter 11 case been a case under chapter 7 and the transfers not been made.

325. The pre-petition transfers of funds to the Defendants are preferences recoverable under 11 U.S.C. ' 547.

326. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred in the Preferences or the value of such property from the forgoing Defendants, jointly and severally under 11 U.S.C. ' 550.

AS AND FOR A FOURTEENTH CAUSE OF ACTION
(Insider Preferences B Bankruptcy Code ' 544(b) and ' 740 ILCS 160/6(b))

327. Plaintiff repeats and realleges the allegations set forth above.

328. The Defendants had reasonable cause at the time each of the Preferences was made to believe that the Debtors were insolvent.

329. The Preferences are fraudulent transfers subject to avoidance under the Illinois Uniform Fraudulent Transfer Act, ' 750 ILCS 160/6(b), made applicable by ' 544(b) of the Bankruptcy Code.

330. Plaintiff may recover, for the benefit of the Debtors= estates, the property transferred in the Preferences or the value of such property from the foregoing Defendants, jointly and severally, under 11 U.S.C. ' 550.

AS AND FOR A FIFTEENTH CAUSE OF ACTION
(Unjust Enrichment)

331. Plaintiff repeats and realleges the allegations set forth above.

332. By their conduct, Defendants GECC, Card Services, Monogram, MWCC, PMG, Signature, GEFA, Union Fidelity, Colonial Penn and GEC Communication were unjustly enriched in amounts equal to the gross revenues received from Wards PLCC account holders whose accounts were (i) established on and after August 2, 1999 (the ANew Accounts@) and (ii) existing as of August 2, 1999 (the AExisting Accounts@).

333. For the reasons described herein, said Defendants used the Debtors= assets to generate gross revenue from the New Accounts and the Existing Accounts for their own benefit and to the detriment of the Debtors= estates.

334. Defendants GECC, Card Services, Monogram, MWCC, PMG, Signature, GEFA, Union Fidelity, Colonial Penn and GEC Communication retention of the gross revenue from the New Accounts and the Existing Accounts violates fundamental principles of fairness and equity.

335. By reason of the foregoing, Defendants GECC, Card Services, Monogram, MWCC, PMG, Signature, GEFA, Union Fidelity, Colonial Penn and GEC Communication have been unjustly enriched and are under a duty to make restitution therefor to the Debtors for the benefit of their estates in the amount of $500 million, the exact amount to be determined at trial.

AS AND FOR A SIXTEENTH CAUSE OF ACTION
(Breach of Corporate Fiduciary Duty)

336. Plaintiff repeats and realleges the allegations set forth above.

337. Upon the facts and circumstances described herein, Defendant GECC owed a fiduciary duty of loyalty, care and good faith to the Debtors' estates.

338. For the reasons described herein Defendant GECC breached its fiduciary duty by acting solely for its own benefit and to the detriment of the Debtors' estates.

339. By reason of the forgoing, Plaintiff may recover for the benefit of the Debtors' estates the amount of $500 million, the exact amount to be determined at trial, together with all other legal and equitable remedies as the Court deems necessary and proper.

WHEREFORE, Plaintiff demands judgment against the Defendants as follows:

a. Upon the First Cause of Action, (i) subordinating Defendants' secured and unsecured claims asserted against the Debtors and (ii) declaring that any liens or security interests asserted by the Defendants as security for their claims are void and of no force and effect;

b. Upon the Second Cause of Action, finding and declaring that the amounts funded on Tranche B of the BT Loan and the amounts funded pursuant to the Real Estate Facility in excess of $300 constituted contributions of equity capital and the purported liens and security interests securing their repayment are void and of no effect;

c. Upon the Third through Fourteenth Causes of Action, avoiding the transfers of interests in property or obligations incurred by the Debtors, and determining the amount thereof, and directing that Defendants return an amount equal thereto to the Debtors' estates or, in the alternative, awarding the Debtors' estates the full value thereof;

d. Upon the Fifteenth Cause of Action, awarding the Plaintiff, for the benefit of the Debtors' estates, restitution in the amount of $500 million, the exact amount to be determined at trial;

e. Upon the Sixteenth Cause of Action, awarding the Plaintiff, for the benefit of the Debtors' estates, damages in the amount of $500 million, the exact amount to be determined at trial, together with all legal and equitable remedies as the Court deems necessary and proper;

f. Granting Plaintiff such additional relief for the benefit of the Debtors' estates as is just.

Dated: Wilmington, Delaware
January 18, 2002

MORRIS, NICHOLS, ARSHT & TUNNELL

/s/ Jason W. Staib

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SCHEDULE A

DAILY LOAN BALANCES

ACCORDING TO
MONTGOMERY WARD
DAILY MANAGEMENT REPORT

Prepared by KLWH
from Daily Management Report

Wards
Daily Loan Balances
10/20/1999 to 12/26/2000

$ in Millions

	Revolver Tranche A			Revolver Tranche B			Real Estate
	Libor	Prime	Total	Libor	Prime	Total	Term Loan
08/03/1999	0.0	161.0	161.0	0.0	0.0	0.0	300.0
08/04/1999	0.0	158.0	158.0	0.0	0.0	0.0	300.0
08/05/1999	0.0	164.0	164.0	0.0	0.0	0.0	300.0
08/06/1999	0.0	180.7	180.7	0.0	0.0	0.0	300.0
08/09/1999	0.0	180.9	180.9	0.0	0.0	0.0	300.0
08/10/1999	0.0	187.2	187.2	0.0	0.0	0.0	300.0
08/11/1999	0.0	178.5	178.5	0.0	0.0	0.0	300.0
08/12/1999	0.0	192.6	192.6	0.0	0.0	0.0	300.0
08/13/1999	0.0	193.7	193.7	0.0	0.0	0.0	300.0
08/16/1999	0.0	207.4	207.4	0.0	0.0	0.0	300.0
08/17/1999	0.0	210.6	210.6	0.0	0.0	0.0	300.0
08/18/1999	0.0	214.0	214.09	0.0	0.0	0.0	300.0
08/19/1999	200.0	22.3	222.3	0.0	0.0	0.0	300.0
08/20/1999	200.0	25.3	225.3	0.0	0.0	0.0	300.0
08/23/1999	200.0	29.2	229.2	0.0	0.0	0.0	300.0
08/25/1999	200.0	39.2	239.2	0.0	0.0	0.0	300.0
08/26/1999	200.0	41.4	241.4	0.0	0.0	0.0	300.0
08/27/1999	200.0	50.6	250.6	0.0	0.0	0.0	300.0
08/30/1999	200.0	62.6	262.6	0.0	0.0	0.0	300.0
08/31/1999	200.0	115.9	315.9	0.0	0.0	0.0	300.0
09/01/1999	200.0	126.3	326.3	0.0	0.0	0.0	300.0
09/02/1999	200.0	130.8	330.8	0.0	0.0	0.0	300.0
09/03/1999	200.0	135.0	335.0	0.0	0.0	0.0	300.0
09/07/1999	200.0	119.9	319.9	0.0	0.0	0.0	300.0
09/08/1999	200.0	107.6	307.6	0.0	0.0	0.0	300.0
09/09/1999	200.0	106.3	306.3	0.0	0.0	0.0	300.0
09/10/1999	200.0	105.7	305.7	0.0	0.0	0.0	300.0
09/13/1999	325.0	(4.5)	320.5	0.0	0.0	0.0	300.0
09/14/1999	325.0	0.9	325.9	0.0	0.0	0.0	300.0
09/15/1999	325.0	3.6	328.6	0.0	0.0	0.0	300.0
09/16/1999	325.0	11.5	336.5	0.0	0.0	0.0	300.0
09/17/1999	325.0	14.8	339.8	0.0	0.0	0.0	300.0
09/20/1999	325.0	32.1	357.1	0.0	0.0	0.0	300.0
09/21/1999	325.0	36.5	361.5	0.0	0.0	0.0	300.0
09/22/1999	325.0	36.2	361.2	0.0	0.0	0.0	300.0
09/23/1999	325.0	50.2	375.2	0.0	0.0	0.0	300.0
09/24/1999	325.0	55.3	380.3	0.0	0.0	0.0	300.0
09/27/1999	325.0	62.4	387.4	0.0	0.0	0.0	300.0
09/28/1999	325.0	73.2	398.2	0.0	0.0	0.0	300.0
09/29/1999	325.0	87.4	412.4	0.0	0.0	0.0	300.0
09/30/1999	325.0	98.5	423.5	0.0	0.0	0.0	300.0

	Libor	Prime	Total	Libor	Prime	Total	Term Loan
10/01/1999	325.0	112.0	437.0	0.0	0.0	0.0	300.0
10/04/1999	325.0	117.4	442.4	0.0	0.0	0.0	300.0
10/05/1999	325.0	116.3	441.3	0.0	0.0	0.0	300.0
10/06/1999	400.0	41.7	441.7	0.0	0.0	0.0	300.0
10/07/1999	400.0	51.7	451.7	0.0	0.0	0.0	300.0
10/08/1999	400.0	63.4	463.4	0.0	0.0	0.0	300.0
10/12/1999	400.0	63.5	463.5	0.0	0.0	0.0	300.0
10/13/1999	400.0	58.8	458.8	0.0	0.0	0.0	300.0
10/14/1999	400.0	63.6	463.6	0.0	0.0	0.0	300.0
10/15/1999	400.0	73.2	473.2	0.0	0.0	0.0	300.0
10/18/1999	400.0	81.9	481.9	0.0	0.0	0.0	300.0
10/19/1999	400.0	84.1	484.1	0.0	0.0	0.0	300.0
10/20/1999	400.00	86.58	486.58	0.0	0.0	0.0	300.0
10/21/1999	400.00	86.54	486.54	0.0	0.0	0.0	300.0
10/22/1999	400.00	94.07	494.07	0.0	0.0	0.0	300.0
10/25/1999	400.00	95.60	495.60	0.0	0.0	0.0	300.0
10/26/1999	400.00	94.11	494.11	0.0	0.0	0.0	300.0
10/27/1999	400.00	92.70	492.70	0.0	0.0	0.0	300.0
10/28/1999	400.00	98.10	498.10	0.0	0.0	0.0	300.0
10/29/1999	400.00	104.25	504.25	0.0	0.0	0.0	300.0
11/1/1999	400.00	118.34	518.34	0.0	0.0	0.0	300.0
11/2/1999	400.00	123.14	523.14	0.0	0.0	0.0	300.0
11/3/1999	400.00	112.86	512.86	0.0	0.0	0.0	300.0
11/4/1999	400.00	120.52	520.52	0.0	0.0	0.0	300.0
11/5/1999	400.00	127.43	527.43	0.0	0.0	0.0	300.0
11/8/1999	400.00	129.08	529.08	0.0	0.0	0.0	300.0
11/9/1999	525.00	9.81	534.81	0.0	0.0	0.0	300.0
11/10/1999	525.00	8.05	533.05	0.0	0.0	0.0	300.0
11/12/1999	450.00	81.16	531.16	0.0	0.0	0.0	300.0
11/15/1999	450.00	86.08	536.08	0.0	0.0	0.0	300.0
11/16/1999	450.00	87.58	537.58	0.0	0.0	0.0	300.0
11/17/1999	450.00	89.92	539.92	0.0	0.0	0.0	300.0
11/18/1999	450.00	92.98	542.98	0.0	0.0	0.0	300.0
11/19/1999	450.00	97.26	547.26	0.0	0.0	0.0	300.0
11/22/1999	450.00	93.41	543.41	0.0	0.0	0.0	300.0
11/23/1999	450.00	92.79	542.79	0.0	0.0	0.0	300.0
11/24/1999	450.00	89.29	539.29	0.0	0.0	0.0	300.0
11/26/1999	450.00	95.77	545.77	0.0	0.0	0.0	300.0
11/29/1999	450.00	61.24	511.24	0.0	0.0	0.0	300.0
11/30/1999	450.00	55.54	505.54	0.0	0.0	0.0	300.0
12/1/1999	450.00	57.41	507.41	0.0	0.0	0.0	300.0
12/2/1999	450.00	64.35	514.35	0.0	0.0	0.0	300.0
12/3/1999	450.00	67.49	517.49	0.0	0.0	0.0	300.0
12/6/1999	450.00	60.39	510.39	0.0	0.0	0.0	300.0
12/7/1999	450.00	49.93	499.93	0.0	0.0	0.0	300.0
12/8/1999	450.00	48.01	498.01	0.0	0.0	0.0	300.0
12/9/1999	375.00	123.99	498.99	0.0	0.0	0.0	300.0
12/10/1999	375.00	124.40	499.40	0.0	0.0	0.0	300.0
12/13/1999	375.00	103.76	478.76	0.0	0.0	0.0	300.0
12/14/1999	375.00	93.09	468.09	0.0	0.0	0.0	300.0
12/15/1999	375.00	148.83	523.83	0.0	0.0	0.0	300.0
12/16/1999	375.00	146.91	521.91	0.0	0.0	0.0	300.0

	Libor	Prime	Total	Libor	Prime	Total	Term Loan
12/17/1999	375.00	145.59	520.59	0.0	0.0	0.0	300.0
12/20/1999	375.00	140.72	515.72	0.0	0.0	0.0	300.0
12/21/1999	375.00	116.90	491.90	0.0	0.0	0.0	300.0
12/22/1999	375.00	97.44	472.44	0.0	0.0	0.0	300.0
12/23/1999	375.00	87.21	462.21	0.0	0.0	0.0	300.0
12/24/1999	375.00	75.56	450.56	0.0	0.0	0.0	300.0
12/27/1999	375.00	54.80	429.80	0.0	0.0	0.0	300.0
12/28/1999	375.00	59.16	434.16	0.0	0.0	0.0	300.0
12/29/1999	375.00	51.43	426.43	0.0	0.0	0.0	300.0
12/30/1999	375.00	42.03	417.03	0.0	0.0	0.0	300.0
12/31/1999	375.00	20.90	395.90	0.0	0.0	0.0	300.0
1/3/2000	375.00	30.52	405.52	0.0	0.0	0.0	300.0
1/4/2000	375.00	42.34	417.34	0.0	0.0	0.0	300.0
1/5/2000	375.00	43.40	418.40	0.0	0.0	0.0	300.0
1/6/2000	375.00	52.32	427.32	0.0	0.0	0.0	300.0
1/7/2000	375.00	60.45	435.45	0.0	0.0	0.0	300.0
1/10/2000	375.00	63.21	438.21	0.0	0.0	0.0	300.0
1/11/2000	375.00	56.88	431.88	0.0	6.58	6.58	300.0
1/12/2000	375.00	53.38	428.38	0.0	20.11	20.11	300.0
1/13/2000	375.00	52.03	427.03	0.0	33.43	33.43	300.0
1/14/2000	375.00	54.91	429.91	0.0	43.84	43.84	300.0
1/18/2000	375.00	61.34	436.34	0.0	36.45	36.45	300.0
1/19/2000	375.00	59.39	434.39	0.0	36.45	36.45	300.0
1/20/2000	375.00	61.40	436.40	0.0	46.45	46.45	300.0
1/21/2000	375.00	61.10	436.10	0.0	62.91	62.91	300.0
1/24/2000	375.00	62.14	437.14	0.0	69.45	69.45	300.0
1/25/2000	375.00	65.59	440.59	0.0	67.80	67.80	300.0
1/26/2000	375.00	65.43	440.43	0.0	81.10	81.10	300.0
1/27/2000	375.00	65.30	440.30	0.0	87.35	87.35	300.0
1/28/2000	375.00	64.89	439.89	0.0	101.94	101.94	300.0
1/31/2000	375.00	64.58	439.58	0.0	102.09	102.09	300.0
2/1/2000	375.00	62.48	437.48	0.0	122.96	122.96	300.0
2/2/2000	375.00	59.16	434.16	0.0	127.80	127.80	300.0
2/3/2000	375.00	66.57	441.57	0.0	131.05	131.05	300.0
2/4/2000	375.00	58.38	433.38	0.0	148.23	148.23	300.0
2/7/2000	375.00	58.70	433.70	0.0	150.91	150.91	300.0
2/8/2000	375.00	71.86	446.86	0.0	136.21	136.21	300.0
2/9/2000	415.00	31.89	446.89	50.00	89.47	139.47	300.0
2/10/2000	415.00	31.72	446.72	50.00	95.19	145.19	300.0
2/11/2000	415.00	31.13	446.13	50.00	106.77	156.77	300.0
2/14/2000	415.00	30.74	445.74	50.00	107.73	157.73	300.0
2/15/2000	415.00	34.32	449.32	50.00	97.47	147.47	300.0
2/16/2000	415.00	34.06	449.06	50.00	95.79	145.79	300.0
2/17/2000	415.00	34.15	449.15	50.00	103.57	153.57	300.0
2/18/2000	415.00	33.86	448.86	50.00	108.20	158.20	300.0
2/22/2000	415.00	33.50	448.50	50.00	112.41	162.41	300.0
2/23/2000	415.00	35.38	450.38	50.00	92.95	142.95	300.0
2/24/2000	415.00	35.45	450.45	50.00	89.40	139.40	300.0
2/25/2000	415.00	34.54	449.54	50.00	97.39	147.39	300.0
2/28/2000	415.00	33.09	448.09	50.00	105.29	155.29	300.0
2/29/2000	415.00	36.27	451.27	50.00	105.29	155.29	300.0
3/1/2000	415.00	35.13	450.13	50.00	129.07	179.07	300.0

	Libor	Prime	Total	Libor	Prime	Total	Term Loan
3/2/2000	415.00	38.53	453.53	50.00	132.21	182.21	300.0
3/3/2000	415.00	36.88	451.88	50.00	142.08	192.08	300.0
3/6/2000	415.00	37.33	452.33	50.00	147.84	197.84	300.0
3/7/2000	415.00	44.14	459.14	50.00	132.28	182.28	300.0
3/8/2000	415.00	44.44	459.44	50.00	134.45	184.45	300.0
3/9/2000	415.00	44.49	459.49	50.00	144.42	194.42	300.0
3/10/2000	415.00	44.64	459.64	75.00	128.54	203.54	300.0
3/13/2000	415.00	44.00	459.00	75.00	131.77	206.77	300.0
3/14/2000	415.00	53.94	468.94	75.00	118.26	193.26	300.0
3/15/2000	415.00	53.91	468.91	75.00	127.40	202.40	300.0
3/16/2000	415.00	54.27	469.27	75.00	131.96	206.96	300.0
3/17/2000	440.00	28.65	468.65	75.00	137.37	212.37	300.0
3/20/2000	440.00	29.14	469.14	75.00	145.41	220.41	300.0
3/21/2000	440.00	48.05	488.05	75.00	119.09	194.09	300.0
3/22/2000	440.00	48.74	488.74	75.00	119.71	194.71	300.0
3/23/2000	440.00	49.20	489.20	75.00	125.95	200.95	300.0
3/24/2000	440.00	47.92	487.92	75.00	130.69	205.69	300.0
3/27/2000	440.00	47.46	487.46	75.00	126.53	201.53	300.0
3/28/2000	440.00	51.21	491.21	75.00	124.18	199.18	300.0
3/29/2000	440.00	50.85	490.85	75.00	119.91	194.91	300.0
3/30/2000	440.00	54.96	494.96	75.00	122.82	197.82	300.0
3/31/2000	440.00	55.21	495.21	75.00	129.72	204.72	300.0
4/3/2000	440.00	56.97	496.97	75.00	140.42	215.42	300.0
4/19/2000	440.00	64.27	504.27	75.00	125.90	200.90	350.0
4/20/2000	440.00	63.92	503.92	75.00	135.18	210.18	350.0
4/21/2000	440.00	64.58	504.58	75.00	138.33	213.33	350.0
4/24/2000	440.00	63.72	503.72	75.00	134.78	209.78	350.0
4/25/2000	440.00	76.59	516.59	75.00	124.58	199.58	350.0
4/26/2000	440.00	71.06	511.06	75.00	134.25	209.25	350.0
4/27/2000	440.00	69.71	509.71	75.00	142.19	217.19	350.0
4/28/2000	440.00	69.40	509.40	75.00	154.43	229.43	350.0
5/1/2000	440.00	71.56	511.56	75.00	168.23	243.23	350.0
5/2/2000	440.00	71.31	511.31	75.00	160.78	235.78	350.0
5/3/2000	440.00	71.72	511.72	75.00	167.73	242.73	350.0
5/4/2000	440.00	69.97	509.97	75.00	175.54	250.54	350.0
5/5/2000	440.00	70.46	510.46	75.00	180.18	255.18	350.0
5/8/2000	440.00	71.29	511.29	75.00	178.83	253.83	350.0
5/9/2000	400.00	117.18	517.18	75.00	167.66	242.66	350.0
5/10/2000	450.00	73.77	523.77	75.00	166.37	241.37	350.0
5/11/2000	450.00	66.37	516.37	75.00	182.55	257.55	350.0
5/12/2000	450.00	65.02	515.02	75.00	185.64	260.64	350.0
5/15/2000	450.00	61.37	511.37	75.00	180.09	255.09	350.0
5/16/2000	450.00	63.07	513.07	75.00	173.04	248.04	350.0
5/17/2000	450.00	62.52	512.52	225.00	25.34	250.34	350.0
5/18/2000	450.00	62.46	512.46	225.00	31.26	256.26	350.0
5/19/2000	450.00	62.25	512.25	225.00	35.10	260.10	350.0
5/22/2000	450.00	59.92	509.92	225.00	43.07	268.07	350.0
5/23/2000	450.00	54.09	504.09	225.00	48.43	273.43	350.0
5/24/2000	450.00	57.26	507.26	225.00	44.76	269.76	350.0
5/25/2000	450.00	57.35	507.35	225.00	51.18	276.18	350.0
5/26/2000	450.00	57.16	507.16	225.00	53.82	278.82	350.0
5/30/2000	450.00	57.28	507.28	225.00	29.83	254.83	350.0

	Libor	Prime	Total	Libor	Prime	Total	Term Loan
5/31/2000	450.00	56.54	506.54	225.00	10.43	235.43	350.0
6/1/2000	450.00	56.09	506.09	225.00	23.81	248.81	350.0
6/2/2000	450.00	56.07	506.07	225.00	33.43	258.43	350.0
6/5/2000	450.00	56.27	506.27	225.00	31.66	256.66	350.0
6/6/2000	400.00	83.95	483.95	225.00	50.18	275.18	350.0
6/7/2000	400.00	83.94	483.94	225.00	59.69	284.69	350.0
6/8/2000	400.00	82.88	482.88	275.00	18.67	293.67	350.0
6/9/2000	400.00	83.13	483.13	275.00	21.82	296.82	350.0
6/12/2000	400.00	82.87	482.87	275.00	26.31	301.31	350.0
6/13/2000	400.00	78.80	478.80	275.00	23.29	298.29	350.0
6/14/2000	400.00	78.76	478.76	275.00	23.12	298.12	350.0
6/15/2000	400.00	77.97	477.97	275.00	32.66	307.66	350.0
6/16/2000	400.00	77.07	477.07	275.00	21.22	296.22	350.0
6/19/2000	400.00	75.54	475.54	275.00	13.52	288.52	350.0
6/20/2000	400.00	68.70	468.70	275.00	22.74	297.74	350.0
6/21/2000	400.00	83.49	483.49	275.00	20.39	295.39	350.0
6/22/2000	400.00	83.28	483.28	275.00	24.35	299.35	350.0
6/23/2000	400.00	83.63	483.63	275.00	27.25	302.25	350.0
6/26/2000	400.00	81.31	481.31	275.00	39.15	314.15	350.0
6/27/2000	400.00	81.82	481.82	275.00	31.81	306.81	350.0
6/28/2000	400.00	82.01	482.01	275.00	31.10	306.10	350.0
6/29/2000	400.00	82.01	482.01	275.00	35.30	310.30	350.0
6/30/2000	325.00	157.21	482.21	275.00	22.57	297.57	350.0
7/3/2000	325.00	157.79	482.79	275.00	20.68	295.68	350.0
7/5/2000	325.00	155.11	480.11	275.00	23.61	298.61	350.0
7/6/2000	425.00	51.89	476.89	275.00	21.52	296.52	350.0
7/7/2000	425.00	51.72	476.72	220.00	19.73	239.73	350.0
7/10/2000	425.00	16.53	441.53	150.00	92.50	242.50	350.0
7/11/2000	425.00	0.47	425.47	150.00	106.92	256.92	350.0
7/12/2000	425.00	0.26	425.26	150.00	116.48	266.48	350.0
7/13/2000	425.00	0.89	425.89	150.00	125.98	275.98	350.0
7/14/2000	425.00	0.94	425.94	150.00	140.13	290.13	350.0
7/17/2000	425.00	0.17	425.17	150.00	139.23	289.23	350.0
7/18/2000	425.00	10.00	435.00	250.00	30.50	280.50	350.0
7/19/2000	425.00	9.22	434.22	250.00	30.84	280.84	350.0
7/20/2000	425.00	8.30	433.30	250.00	42.81	292.81	350.0
7/21/2000	425.00	7.11	432.11	250.00	51.73	301.73	350.0
7/24/2000	425.00	6.79	431.79	250.00	47.02	297.02	350.0
7/25/2000	425.00	9.24	434.24	250.00	41.53	291.53	350.0
7/26/2000	425.00	8.58	433.58	250.00	41.16	291.16	350.0
7/27/2000	425.00	6.02	431.02	250.00	48.84	298.84	350.0
7/28/2000	425.00	5.88	430.88	250.00	52.77	302.77	350.0
7/31/2000	425.00	6.04	431.04	250.00	44.93	294.93	350.0
8/1/2000	425.00	5.02[1]	430.02	250.00	63.72	313.72	350.0
8/2/2000	425.00	16.35	441.35	250.00	45.44	295.44	350.0
8/3/2000	325.00	94.55	419.55	250.00	56.17	306.17	350.0
8/4/2000	325.00	94.86	419.86	250.00	59.71	309.71	350.0
8/7/2000	325.00	96.49	421.49	250.00	56.57	306.57	350.0
8/8/2000	325.00	100.20	425.20	250.00	51.31	301.31	350.0
8/9/2000	375.00	50.95	425.95	250.00	54.71	304.71	350.0
8/10/2000	375.00	50.61	425.61	250.00	55.94	305.94	350.0
8/11/2000	375.00	51.07	426.07	250.00	63.06	313.06	350.0

	Libor	Prime	Total	Libor	Prime	Total	Term Loan
8/14/2000	375.00	49.17	424.17	250.00	55.96	305.96	350.0
8/15/2000	375.00	59.23	434.23	250.00	46.76	296.76	350.0
8/16/2000	375.00	58.46	433.46	250.00	48.55	298.55	350.0
8/17/2000	375.00	59.24	434.24	240.00	61.04	301.04	350.0
8/18/2000	375.00	64.26	439.26	240.00	64.86	304.86	350.0
8/21/2000	375.00	60.33	435.33	240.00	69.28	309.28	350.0
8/22/2000	375.00	66.40	441.40	240.00	63.58	303.58	350.0
8/23/2000	375.00	66.48	441.48	240.00	66.43	306.43	350.0
8/24/2000	375.00	66.61	441.61	240.00	66.67	306.67	350.0
8/25/2000	375.00	65.65	440.65	240.00	71.09	311.09	350.0
8/28/2000	375.00	65.79	440.79	240.00	67.60	307.60	350.0
8/29/2000	375.00	67.62	442.62	240.00	62.04	302.04	350.0
8/30/2000	375.00	67.54	442.54	240.00	64.72	304.72	350.0
8/31/2000	375.00	67.98	442.98	240.00	57.89	297.89	350.0
9/1/2000	375.00	113.79	488.79	240.00	51.48	291.48	350.0
9/5/2000	375.00	116.90	491.90	240.00	20.61	260.61	350.0
9/6/2000	375.00	117.06	492.06	240.00	0.89	240.89	350.0
9/7/2000	375.00	123.34	498.34	240.00	0.89	240.89	350.0
9/8/2000	375.00	117.92	492.92	240.00	16.43	256.43	350.0
9/11/2000	375.00	116.46	491.46	240.00	23.32	263.32	350.0
9/12/2000	375.00	107.64	482.64	240.00	15.82	255.82	350.0
9/13/2000	375.00	107.11	482.11	240.00	26.11	266.11	350.0
9/14/2000	375.00	108.64	483.64	240.00	34.63	274.63	350.0
9/15/2000	375.00	109.25	484.25	240.00	43.44	283.44	350.0
9/18/2000	375.00	109.78	484.78	200.00	86.05	286.05	350.0
9/19/2000	375.00	124.56	499.56	200.00	71.50	271.50	350.0
9/20/2000	465.00	34.90	499.90	250.00	34.41	284.41	350.0
9/21/2000	465.00	34.76	499.76	250.00	39.50	289.50	350.0
9/22/2000	465.00	34.88	499.88	250.00	45.58	295.58	350.0
9/25/2000	465.00	32.78	497.78	250.00	49.88	299.88	350.0
9/26/2000	465.00	37.12	502.12	250.00	49.88	299.88	350.0
9/27/2000	465.00	36.52	501.52	250.00	53.05	303.05	350.0
9/28/2000	465.00	37.88	502.88	250.00	55.86	305.86	350.0
9/29/2000	465.00	39.81	504.81	250.00	61.47	311.47	350.0
10/2/2000	465.00	43.32	508.32	250.00	74.59	324.59	350.0
10/3/2000	465.00	49.03	514.03	250.00	28.85	278.85	350.0
10/4/2000	465.00	42.88	507.88	250.00	32.40	282.40	390.0
10/5/2000	465.00	42.88	507.88	250.00	46.41	296.41	390.0
10/6/2000	465.00	45.31	510.31	250.00	52.39	302.39	390.0
10/10/2000	490.00	21.68	511.68	250.00	53.41	303.41	390.0
10/11/2000	490.00	23.79	513.79	250.00	45.35	295.35	390.0
10/12/2000	490.00	25.51	515.51	250.00	54.91	304.91	390.0
10/13/2000	465.00	55.13	520.13	250.00	65.73	315.73	390.0
10/16/2000	465.00	57.98	522.98	275.00	20.70	295.70	410.0
10/17/2000	465.00	60.79	525.79	275.00	14.56	289.56	410.0
10/18/2000	465.00	62.35	527.35	275.00	17.61	292.61	410.0
10/19/2000	465.00	63.63	528.63	275.00	28.50	303.50	410.0
10/20/2000	475.00	56.65	531.65	275.00	46.69	321.69	410.0
10/23/2000	475.00	65.21	540.21	275.00	34.84	309.84	410.0
10/24/2000	475.00	68.68	543.68	275.00	11.45	286.45	423.54
10/25/2000	475.00	70.59	545.59	275.00	18.75	293.75	423.54
10/26/2000	475.00	71.42	546.42	275.00	17.99	292.99	423.54

	Libor	Prime	Total	Libor	Prime	Total	Term Loan
10/27/2000	475.00	72.65	547.65	275.00	34.06	309.06	423.54
10/30/2000	475.00	75.73	550.73	275.00	44.33	319.33	433.54
10/31/2000	475.00	75.99	550.99	275.00	45.58	320.58	433.54
11/1/2000	475.00	76.63	551.63	275.00	51.24	326.24	438.54
11/2/2000	475.00	83.80	558.80	275.00	48.99	323.99	438.54
11/3/2000	475.00	86.36	561.36	275.00	47.24	322.24	442.54
11/6/2000	475.00	90.80	565.80	275.00	42.85	317.85	442.54
11/7/2000	475.00	93.21	568.21	275.00	42.13	317.13	442.54
11/8/2000	475.00	92.23	567.23	275.00	39.50	314.50	442.54
11/9/2000	475.00	99.64	574.64	275.00	35.86	310.86	442.54
11/10/2000	475.00	103.07	578.07	275.00	30.17	305.17	442.54
11/13/2000	475.00	106.20	581.20	200.00	96.13	296.13	442.54
11/14/2000	475.00	109.98	584.98	200.00	90.17	290.17	442.54
11/15/2000	475.00	111.05	586.05	200.00	92.31	292.31	442.54
11/16/2000	475.00	112.71	587.71	200.00	94.68	294.68	442.54
11/17/2000	575.00	14.96	589.96	200.00	90.05	290.05	442.54
11/20/2000	515.00	77.76	592.76	150.00	138.65	288.65	442.54
11/21/2000	515.00	79.05	594.05	150.00	144.18	294.18	442.54
11/22/2000	515.00	79.77	594.77	150.00	140.53	290.53	442.54
11/24/2000	515.00	79.87	594.87	150.00	145.40	295.40	442.54
11/27/2000	515.00	65.50	580.50	150.00	122.02	272.02	442.54
11/28/2000	515.00	63.88	578.88	150.00	117.30	267.30	442.54
11/29/2000	515.00	61.68	576.68	150.00	115.38	265.38	442.54
11/30/2000	515.00	62.52	577.52	150.00	117.27	267.27	442.54
12/1/2000	515.00	61.68	576.68	150.00	120.40	270.40	442.54
12/4/2000	515.00	60.79	575.79	150.00	127.88	277.88	442.54
12/5/2000	515.00	61.40	576.40	150.00	124.49	274.49	442.54
12/6/2000	515.00	61.10	576.10	150.00	118.70	268.70	442.54
12/7/2000	515.00	59.73	574.73	150.00	121.82	271.82	442.54
12/8/2000	515.00	61.55	576.55	150.00	114.62	264.62	442.54
12/11/2000	515.00	61.01	576.01	150.00	95.27	245.27	442.54
12/12/2000	515.00	59.80	574.80	150.00	84.95	234.95	442.54
12/13/2000	515.00	60.82	575.82	150.00	94.19	244.19	442.54
12/14/2000	515.00	60.10	575.10	150.00	87.81	237.81	442.54
12/15/2000	515.00	59.78	574.78	150.00	100.17	250.17	442.54
12/18/2000	465.00	111.39	576.39	150.00	71.03	221.03	442.54
12/19/2000	465.00	112.50	577.50	150.00	53.81	203.81	442.54
12/20/2000	425.00	152.66	577.66	150.00	48.43	198.43	442.54
12/21/2000	425.00	152.66	577.66	150.00	49.68	199.68	442.54
12/22/2000	425.00	58.50	483.50	150.00	162.15	312.15	442.54
12/26/2000	425.00	58.50	483.50	150.00	139.34	289.34	442.54

[1] 8/1/2000 REVISED report, Prime for Revolver Tranche A presents the amount of 13.26