# EXHIBIT A

## THE JPMORGAN OBJECTION

1. To address JPMorgan's Objection, JPMorgan provided the Plan Proponents with the following language, which was added, and conformed for defined terms, as section VII.F.3 to the Disclosure Statement:

> As of the Initial Debtors' Petition Date, Finance USA and Holdings Ltd. were jointly and severally liable as borrowers and guarantors for approximately $1.175 billion owed to the Liquidity Facility lenders pursuant to the Liquidity Facility. Holdings Ltd. also is the issuer of approximately $1 billion of Notes. Finance USA is not a guarantor of the Notes. The Claims of the Liquidity Facility lenders and Holders of the Notes are both unsecured Claims (other than to the extent of a small amount of cash collateral held by JPMorgan) and rank *pari passu* at Holdings Ltd.
>
> Between October 18, 2011 and October 27, 2011, Holdings Ltd. borrowed approximately $931 million under the Liquidity Facility.[54] It then immediately transferred $928 million to Finance USA (the "**Finco Payable**").[55] Over the same period, Finance USA funded approximately $875 million to MFGI.[56] Finance USA, also a borrower under the Liquidity Facility, could have borrowed directly from the Liquidity Facility lenders without incurring this payable to Holdings Ltd. But, because of the way Holdings Ltd. structured the borrowings, Finance USA became liable twice for the same obligation: once to the Liquidity Facility lenders who funded the loans into Holdings Ltd.'s account and once to Holdings Ltd. who transferred the proceeds to Finance USA.
>
> According to this Disclosure Statement, Finance USA owes an affiliate payable of approximately $1.87 billion to Holdings Ltd., which is inclusive of the Finco Payable. The Finco Payable is included in the "Intercompany Claims" that make up the bulk of Class 6B, General Unsecured Claims against Finance USA. The Claims of the Liquidity Facility lenders against Finance USA are separately classified in Class 5B, Liquidity Facility Unsecured Claims. These Claims include Claims for the loan proceeds that

[54] *See Report of the Trustee's Investigation and Recommendations*, dated June 4, 2012 (the "**SIPA Report**") at 153 and Annex E thereto at 200 [Docket No. 1865]; *Chapter 11 Trustee's Report Regarding the Forensic Analysis of the Cash Collateral Held in the Bank Account of MF Global Finance USA, Inc.*, dated February 16, 2012 (the "**Chapter 11 Trustee Report**") at 4 and Ex. A thereto at 19 [Docket No. 451].

[55] *See* Chapter 11 Trustee Report, Ex. A at 19; Disclosure Statement, Articles II.B ("Finance USA . . . provided financing services to Affiliates and third parties.") and II.G.4.(a).2(ii) ("Finance USA generally acted as the financing arm for the U.S. operations of MF Global Group.").

[56] *See id.*

created the Finco Payable when Holdings Ltd. transferred the proceeds to Finance USA.

As a result, the Plan would appear to make Finance USA liable twice for the same $928 million in loan proceeds—once to the Liquidity Facility lenders and once to Holdings Ltd. The impact of this double liability on Finance USA creditor recoveries is significant. Approximately 30% of the Finance USA claims pool ($928 million of approximately $3.07 billion) is caused by this double count. Put another way, eliminating this double count would increase Finance USA recoveries by an additional 6.1% and possibly as much as 26.3% or more.

Finance USA has claims and defenses that would, if successful, eliminate its liability for the Finco Payable. First, the Finco Payable can be avoided as a fraudulent conveyance. Finance USA was a borrower on the Liquidity Facility. It could have borrowed the $928 million directly from the Liquidity Facility lenders without having to incur a duplicate liability to Holdings Ltd. Finance USA thus received no benefit by borrowing from Holdings Ltd. and certainly did not receive reasonably equivalent value in exchange for the Finco Payable. The relevant borrowings occurred between October 18, 2011 and October 27, 2011—literally days before bankruptcy. Thus, based on the facts as correctly understood, it is apparent that when the Finco Payable was incurred, Finance USA was insolvent, not adequately capitalized and/or could not repay its debts when due. Accordingly, the Finco Payable may be avoidable as a fraudulent conveyance.

Second, Finance USA should have the right to setoff the full amount of its liability to the Liquidity Facility lenders against its liability to Holdings Ltd. for the repayment of loan proceeds. Accordingly, to the extent Finance USA pays the Liquidity Facility lenders, its liability for the Finco Payable should be reduced.[57]

Third, the Finco Payable should be equitably subordinated. It fails the test of inherent fairness that applies to every insider transaction. "The essence of the test is whether or not under all of the circumstances the transaction carries the earmarks of an arm's

[57] The portion of the Holdings Ltd. intercompany claim against Finance USA attributable to the Liquidity Facility may be as high as $1.175 billion if the remaining $255 million owed to the Liquidity Facility lenders was borrowed by Holdings Ltd. and transferred through the intercompany accounts to Finance USA. Discovery will be required to make this determination. Although the setoff and section 509(c) subordination claims described herein reference the Finco Payable, they would also apply to as much of the $1.175 billion as was borrowed by Finance USA through the intercompany accounts. The fraudulent conveyance and equitable subordination claims described herein, however, applies only to the Finco Payable.

length bargain. If it does not, equity will set it aside."[58] There is nothing less arm's length than making a subsidiary borrow from its parent what it could obtain on its own.

Fourth, to the extent the Finco Payable is allowed and not subordinated under § 510(c) of the Bankruptcy Code, it should be subordinated to the Liquidity Facility lenders' Claims under the Liquidity Facility. Section 509(c) of the Bankruptcy Code requires the subordination of a reimbursement claim by one co-debtor (*i.e.*, Holdings Ltd.) against another co-debtor (*i.e.*, Finance USA) to their common creditor's claim (*i.e.*, the Liquidity Facility lenders) until the common creditor is paid in full. Section 509(c) insures that a debtor does not pay twice for the same liability. It also insures that a co-debtor does not compete with the common creditor for payment until the creditor is paid in full. If Holdings Ltd.'s claims against Finance USA for the loan proceeds were allowed and not subordinated, Finance USA would be liable twice for the same liability. In addition, Holdings Ltd. would compete with the Liquidity Facility lenders for the repayment of loan proceeds which Holdings Ltd. itself owes the Liquidity Facility lenders. In this circumstance, § 509(c) of the Bankruptcy Code requires the subordination of those Intercompany Claims.

Any of the foregoing claims and defenses, if successful, would materially increase creditor recoveries from Finance USA. Using the recovery ranges in the Disclosure Statement, if the Finco Payable is avoided as a fraudulent conveyance, the recovery for all unsecured creditors at Finance USA would increase from a range of 14.2% and 33.6% to a range of approximately 20.2% and 47.7%. If the Finco Payable is subordinated to the Claim of the Liquidity Facility lenders at Finance USA pursuant to § 509(c) of the Bankruptcy Code, the Liquidity Facility lenders' recovery at Finance USA would increase from a range of 14.2% and 33.6% to a range of approximately 25.3% and 59.6%.

Finally, the purported Interco Settlement is anything but an arm's length settlement. The purported settlement resolves all issues in favor of Holdings Ltd. and against Finance USA because the Plan allows all of the Holdings Ltd. Intercompany Claim against Finance USA.

2. In response, Knighthead provided the Plan Proponents with the following language, which was added as section VII.F.1 to the Disclosure Statement:

[58] *Pepper v. Litton*, 308 U.S. 295, 306-07 (1939).

Knighthead, as beneficial Holder of both the Liquidity Facility Unsecured Claim and Notes Claims, has advanced arguments to uphold the validity of the Holdings Ltd. Intercompany Claim. Knighthead argues that the Plan must be fair and equitable to both Holdings Ltd. and to Finance USA and therefore must recognize that Holdings Ltd. increased its obligations under the Liquidity Facility by more than $928 million in order to advance moneys to Finance USA under the Holdings Ltd. Intercompany Claim. Knighthead argues that it is not "fair and equitable" to Holdings Ltd. or to its creditors, such as the Holders of Notes Claims, to disallow or subordinate the Holdings Ltd. Intercompany Claim when Holdings Ltd. incurred a comparable liability to make the cash advance under the Holdings Ltd. Intercompany Claim, which cash advance was promptly re-loaned to MFGI and apparently transferred to JPMorgan. To disallow or subordinate the Holdings Ltd. Intercompany Claim would leave Holdings Ltd. with no asset for the liability it incurred, which would in turn give Holdings Ltd. a fraudulent transfer claim against Finance USA or, in the alternative, an action to disregard the corporate existence of Finance USA to recognize that the proceeds of the Holdings Ltd. Intercompany Claim evidences an advance of money from Holdings Ltd. to MFGI. Finally, there is no precedent for JPMorgan's argument that the Holdings Ltd. Intercompany Claim must be subordinated because Finance USA is a guarantor of the Liquidity Facility. The argument applies only to claims for "reimbursement, subrogation or indemnity", and the Holdings Ltd. Intercompany Claim is none of these. To the extent JPMorgan advances general equitable arguments or fraudulent transfer arguments for the disallowance of the Holdings Ltd. Intercompany Claim, the arguments apply with equal force to disallow or subordinate JPMorgan's own Claim against Finance USA, especially if, as it appears, the money advanced by Holdings Ltd. to Finance USA ended up providing the liquidity that enabled transfers, payments and/or distributions to JPMorgan.

**EXHIBIT B**

## Hildbold, William M.

**From:** Kenneth D. Walsh <kdwalsh@fmew.com>
**Sent:** Tuesday, February 05, 2013 10:27 AM
**To:** bbennett@jonesday.com; blspiegel@jonesday.com; lsinanyan@jonesday.com; Miller, Brett H.; Hager, Melissa A.; Damast, Craig A.; Pintarelli, John A.; Hildbold, William M.
**Cc:** John J. Witmeyer; Jon R. Grabowski; Gregory J. Lullo
**Subject:** MF Global Holdings Ltd., 11-15059 (MG)

Counsel,

We represent Sapere Wealth Management, LLC, Granite Asset Management, and Sapere CTA Fund, L.P. We write to you now in response to the Joint Plan of Liquidation and Disclosure Plan for the Joint Plan of Liquidation that were filed this weekend on February 2, 2013. Pursuant to Federal Rule of Bankruptcy Procedure 3017, the hearing on such a disclosure statement shall not occur on less than 28 days' notice. As this weekend's plan and disclosure statement did not include reference to an extension of the current February 7, 2013 objection deadline and February 14, 2013 hearing date, please confirm that objections to the newly submitted disclosure statement will be due no sooner than February 25, 2013 with the hearing on the newly submitted disclosure statement occurring no sooner than March 4, 2013. Thank you for your attention to this matter.

Kenneth D. Walsh
Ford Marrin Esposito Witmeyer & Gleser, L.L.P.
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New York, New York 10005

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## Hildbold, William M.

**From:** Bennett L Spiegel <blspiegel@JonesDay.com>
**Sent:** Tuesday, February 05, 2013 3:49 PM
**To:** Kenneth D. Walsh
**Cc:** bbennett@jonesday.com; Miller, Brett H.; Damast, Craig A.; Gregory J. Lullo; John J. Witmeyer; Pintarelli, John A.; Jon R. Grabowski; lsinanyan@jonesday.com; Hager, Melissa A.; Hildbold, William M.
**Subject:** Re: MF Global Holdings Ltd., 11-15059 (MG)

Hi Ken-

Thanks very much for your email of this morning. We are glad to know that you are in receipt of the updated Plan and Disclosure Statement that we filed on February 2, 2013.

The additional information provided in the Disclosure Statement was primarily a result of comments we received from other interested parties and included in the Disclosure Statement so as to obviate or at least minimize any objections by such parties. We also added disclosures to update the Disclosure Statement with recent developments in the case (such as the Bankruptcy Court's approval of the 9019 Motion filed by the SIPA Trustee that was considered at the hearing on January 31, 2013) and to include the Chapter 11 Trustee as a Co-Proponent. The additional disclosures and the avoidance of objections will contribute to an orderly and efficient process for the Court's timely consideration of the Disclosure Statement. We believe this is the appropriate process for moving forward toward the finalization of the Disclosure Statement, and does not require a resetting of the February 14, 2013 hearing date or an extension of the February 7, 2013 objection deadline.

In that regard, we invite you to convey to us informally, and as soon as possible, any additional disclosures that your clients believe are necessary in order for the Disclosure Statement to contain "adequate information" within the meaning of section 1125 of the Bankruptcy Code. We would lean toward incorporating such disclosures into the Disclosure Statement so as to obviate the need for your clients to file an objection to the adequacy of the Disclosure Statement and to obviate the need for the Court to have to consider such objection. We will respond promptly to any suggestions of further disclosures that your clients believe are necessary.

Best regards. Bennett

**Bennett L. Spiegel |** Partner **| Jones Day**
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From: "Kenneth D. Walsh" <kdwalsh@fmew.com>
To: "bbennett@jonesday.com" <bbennett@jonesday.com>, "blspiegel@jonesday.com" <blspiegel@jonesday.com>, "lsinanyan@jonesday.com" <lsinanyan@jonesday.com>, "bmiller@mofo.com" <bmiller@mofo.com>, "mhager@mofo.com" <mhager@mofo.com>, "cdamast@mofo.com" <cdamast@mofo.com>, "jpintarelli@mofo.com" <jpintarelli@mofo.com>, "whildbold@mofo.com" <whildbold@mofo.com>
Cc: "John J. Witmeyer" <jjwitmeyer@FMEW.com>, "Jon R. Grabowski" <jrgrabowski@FMEW.com>, "Gregory J. Lullo" <gjlullo@FMEW.com>
Date: 02/05/2013 07:26 AM
Subject: MF Global Holdings Ltd., 11-15059 (MG)

Counsel,

We represent Sapere Wealth Management, LLC, Granite Asset Management, and Sapere CTA Fund, L.P. We write to you now in response to the Joint Plan of Liquidation and Disclosure Plan for the Joint Plan of Liquidation that were filed this weekend on February 2, 2013. Pursuant to Federal Rule of Bankruptcy Procedure 3017, the hearing on such a disclosure statement shall not occur on less than 28 days' notice. As this weekend's plan and disclosure statement did not include reference to an extension of the current February 7, 2013 objection deadline and February 14, 2013 hearing date, please confirm that objections to the newly submitted disclosure statement will be due no sooner than February 25, 2013 with the hearing on the newly submitted disclosure statement occurring no sooner than March 4, 2013. Thank you for your attention to this matter.

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**EXHIBIT C**

## THE SAPERE OBJECTION

1. To address pages 5-10, sections 1.A, C of the Sapere Objection, the Plan Proponents have added the following language as section III.N.2.a of the Disclosure Statement:

> **THE FOLLOWING ARE <u>SOLELY</u> SAPERE'S CONTENTIONS**
>
> In an objection to the motion for approval of the Disclosure Statement, Sapere states that the Disclosure Statement is inadequate in that it does not contain the following disclosure:
>
> The Plan Proponents ascribe a value of $0 to approximately $4 billion of what also appear to be tort claims asserted against Holdings and presently allowed, with either an incorrect basis for purportedly doing so or a wholly inadequate analysis of those claims' values. More specifically, the Joint Disclosure Statement incorrectly characterizes Sapere's claim as pertaining to only Sapere's Priority Motion and ignores Sapere's tort claim against the Debtor. Further, the Joint Disclosure Statement does not provide any basis for disallowing the remaining ~$3 billion in claims.
>
> In Exhibit IV to the Joint Disclosure Statement, the Plan Proponents write, 'Assumed disallowed if the 2nd Circuit appeal is lost: Claim 1481 filed by Sapere CTA Fund, L.P. (for $932,162,430) discussed in detail in Section III.N.2 of the Disclosure Statement.' (Joint Disclosure Statement p. 152) In Section III.N.2, the Plan Proponents write, 'As Sapere's Claim is the same in basis as the litigation denied by the District Court [Sapere's Priority Motion], for purposes of the Claims analysis described in Section I.C.2 above, the Plan Proponents have estimated this claim at $0.' (Joint Disclosure Statement p. 52) The characterization of Sapere's claim is incorrect and misleading
>
> Sapere's claim against Holdings' estate pertains not only to its Priority Motion and appeal but also as a tort claimant creditor. In Attachment 1 to Sapere's claim, Sapere identifies several bases for its claim against Holdings' estate including principal liability for violations of the Commodities Exchange Act and vicarious liability for CEA violations and other tortious conduct. To be clear, Sapere's tort claim is distinct from its Priority Motion.
>
> The Plan Proponents' incorrect characterization of Sapere's claim discredits Sapere's likelihood of recovery and provides an inaccurate picture of those who may eventually share in available

assets. As the Joint Disclosure Statement is currently written, creditors will vote on the Joint Plan under the belief that Sapere's claim has already been denied by this Court and the district court when Sapere's claim is based on issues that have never appeared before this Court.

The Feasibility Analysis estimates Priority Non-Tax Claims at $700,000, with a total 'Estimated Cash Needs at Effective Date' of $46.1 million. (Joint Disclosure Statement p. 136) If Sapere's appeal is successful, these numbers will, of course, be significantly higher, which will result in significantly less funds available to non-priority claimants.

The effect can be seen in Net Estimated Recoveries in Exhibit VI. As presented, the charts estimate a range of Estimated Net Recovery for general unsecured claims against Holdings' estate from 13.4% on the low end to 38.9% on the high end. (Joint Disclosure Statement p. 164-66) Sapere's priority claim would be entitled to payment before any such general unsecured claims receive anything, which significantly alters and lowers the Estimated Net Recovery for such claims.

In the present situation, the Plan Proponents have assumed that approximately $4 billion in claims against Holdings' estate (including Sapere's claim) will be disallowed. The mere filing of proofs of claims is prima facie evidence as to the validity of such claims. F.R.B.P. 3001(f). If the Plan Proponents foresee the ultimate disallowance of these claims, they must provide some basis to allow creditors to evaluate that assertion. However, the Plan Proponents do not provide any analysis of these claims or their basis for disallowing them other than incredibly broad categorical groupings such as 'Claims properly filed against MFGI' and 'Claim properly filed against MFGI; guaranteed by Holdings Ltd. but assumed satisfied by MFGI.'[1]

**THE ABOVE ARE <u>SOLELY</u> SAPERE'S CONTENTIONS**

1 *See Objection of Sapere Wealth Management LLC, Granite Asset Management and Sapere CTA Fund, L.P. to Motion of the Plan Proponents for an Order (I) Approving Disclosure Statement and the Form and Manner of Notice of the Disclosure Statement, (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (III) Schedulign Hearing on Confirmation of the Plan, (IV) Approving Related Notice and Objection Procedures, and (V) Approving Certain Pre-Confirmation Matters*, (Docket No. 1049).

**EXHIBIT D**

## THE SECURITIES PLAINTIFFS OBJECTION

1. To address objection (a), as summarized on page 5 of the Securities Plaintiff's Objection (and more fully described in ¶¶ 17 and 18), the Plan Proponents added and modified the existing language in section V.E.1 of the Disclosure Statement to conform with the language provided by the Securities Plaintiffs in Exhibit A to their Objection:

> Various parties, including former customers of MFGI (the "**Customer Plaintiffs**"), former employees of MF Global Group and investors in the publicly traded debt and equity securities issued by Holdings Ltd. (the "**Securities Plaintiffs**"), have commenced litigation in multiple districts throughout the United States. On April 23, 2012, the U.S. Judicial Panel on Multidistrict Litigation resolved a motion to consolidate and transfer a significant number of the actions filed by the Customer Plaintiffs and Securities Plaintiffs to the Southern District of New York, pending as part of *Joseph DeAngelis v. Jon Corzine*, Case No. 1:11-07866 (the "**MDL Litigation**").
>
> The complaint filed by the Customer Plaintiffs in the MDL Litigation, as amended, asserts violations of the Commodity Exchange Act, breaches of fiduciary duty, and negligence, among other causes of action, against: (a) several former directors and officers of MFGI, Holdings Ltd. and Finance USA; (b) PricewaterhouseCoopers LLP ("**PwC**"), MF Global Group's independent auditor, and (c) the CME Group. Customer Plaintiffs' counsel is pursuing claims against the CME Group on behalf of the class, and not on behalf of the SIPA Trustee or MFGI.
>
> Instead of filing independent actions, the SIPA Trustee entered into a cooperation and assignment agreement (the "**Assignment Agreement**") with Customer Plaintiffs' counsel, which was approved by the Bankruptcy Court and the District Court (SIPA Proceeding ECF No. 3581). Pursuant to the Assignment Agreement, the SIPA Trustee assigned MFGI's potential claims against MFGI's officers and directors, and PwC. The SIPA Trustee did not assign claims against the CME Group or Entities other than former directors and officers and PwC to Customer Plaintiffs' counsel. To the extent the customers of MFGI are paid in full, any recoveries from the MDL Litigation may become property of the MFGI general creditor estate; however this event has not arisen and may not occur. Since the Debtors are the largest creditors of the MFGI general creditor estate, creditors of the Debtors will benefit indirectly from any recoveries by MFGI as a result of the MDL Litigation.

> On August 20, 2012, the Virginia Retirement System and Her Majesty the Queen in Right of Alberta, as Court-appointed Lead Plaintiffs pursuant to the Private Securities Litigation Reform Act of 1995, filed a Consolidated Amended Securities Class Action Complaint in *In re MF Global Holdings Ltd. Securities Litigation* pending as part of the MDL Litigation, on behalf of a class of all persons and entities who purchased or otherwise acquired Holdings Ltd.'s publicly traded debt and equity securities between May 20, 2010 and November 21, 2011, and were damaged thereby (the "**Securities Litigation**").
>
> The Consolidated Amended Securities Class Action Complaint filed in the Securities Litigation asserts violations of the federal securities laws, including Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Sections 11, 12(a)(2), and 15 of the Securities Act of 1933, against: (a) several former directors and officers of Holdings Ltd.; and (b) the underwriters of Holdings Ltd.'s public securities offerings in 2010 and 2011. The Securities Plaintiffs seek to recover for the harm suffered as a result of the misconduct alleged in the Consolidated Amended Securities Class Action Complaint from the D&O Policies referred to in Section II.F.2, among other sources of recovery. In order to participate in any potential recoveries obtained in the Securities Litigation, class members will be required to submit a proof of claim form in the Securities Litigation.
>
> Pursuant to § 1106(a)(3) of the Bankruptcy Code, the Chapter 11 Trustee is conducting an investigation into, among other things, the Property of the Estate of each Debtor. The investigation's focus is on potential Causes of Action against, among others, directors and officers, agents, and professionals of the Debtors. In the unlikely event that the Chapter 11 Trustee does not complete his investigation prior to the Effective Date, the Plan Administrator will determine whether and how to complete the Chapter 11 Trustee's investigation.

2. To address objection (b), as summarized on page 5 of the Securities Plaintiff's Objection (and more fully described in ¶¶ 19 - 21), the Plan Proponents added the following language as section XIII.F of the Plan

> From and after the Effective Date, the Debtors, the Plan Administrator, any Liquidating Trustee or any transferee of the Documents shall preserve and maintain all of the Documents, and shall not destroy or otherwise abandon any such Documents absent fourteen (14) days written notice to parties in interest, including the Securities Plaintiffs' counsel. Any party in interest, including the Securities Plaintiffs (for so long as their litigation is pending),

> may cause the Documents to be preserved and maintained but solely at such requesting party's expense.

3. To address objection (c), as summarized on page 5 of the Securities Plaintiff's Objection (and more fully described in ¶¶ 22 - 24)), the Plan Proponents deleted section XI.D, the Discharge section.

4. To address objection (d), as summarized on page 5 of the Securities Plaintiff's Objection (and more fully described in ¶¶ 25 - 30), the Plan Proponents added "[E]xcept with respect to the Securities Plaintiffs . . . " and "[N]othing in this Plan, including without limitation this Section VI.C, shall constitute a waiver of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities that any Entity may hold against any other Entity other than a Debtor, including the Debtors' insurance carriers" to section VI.C of the Plan:

5. To address objection (e), as summarized on page 5 of the Securities Plaintiff's Objection (and more fully described in ¶¶ 31 - 35), the Plan Proponents added language to section VI.D.10 and included a new tier 1 for claims brought pursuant to section 510(b) of the Bankruptcy Code for notes claims:

> . . . provided, however, that post-petition interest payable to Allowed Claims in Tier 1 is paid before any post-petition interest is payable to Tiers 2 and 3 and, post-petition interest to Tiers 2 and 3 shall be paid simultaneously based on the aggregate of Allowed Claims in such tiers; further, provided, however, that the Holders of Claims within Class 7 may dispute their relative priority of Claims within Class 7:
>
> i) Holders of Allowed Claims on account of their purchase or sale of Notes, if any, within the meaning of § 510(b) of the Bankruptcy Code, including, if Allowed, the Claims of any of the Securities Plaintiffs on account of a debt security;

**EXHIBIT E**

## THE UST OBJECTION

1. To address the UST's first objection, the Plan Proponents added to section VI.B.1.c and d:

> c. Creditor Co-Proponents Fee/Expense Claims
>
> The Plan Administrator shall provide reimbursement for the Creditor Co-Proponents Fee/Expense Claims in accordance with the procedures set forth in Section II.A.3 of the Plan.
>
> At least ten (10) days prior to the Effective Date, the Creditor Co-Proponents shall submit its invoices for the Creditor Co-Proponents Fee/Expense Claims through the Effective Date (including any estimated fees and expenses) to the Chapter 11 Trustee and the United States Trustee. Such invoices shall include copies of the individual time records as recorded by the Creditor Co-Proponents' professionals (but such time records shall not be subject to the guidelines promulgated by the Bankruptcy Court and the United States Trustee for professionals). Unless the Chapter 11 Trustee or United States Trustee objects to any requested Creditor Co-Proponents Fee/Expense Claim as set forth below, such claim shall be paid in full on the Effective Date or soon as practicable thereafter. As of January 31, 2013, the Creditor Co-Proponents Fee/Expense Claims are estimated at $1.6 million.
>
> If either the Chapter 11 Trustee or the United States Trustee disputes any requested Creditor Co-Proponents Fee/Expense Claim set forth in the invoices as unreasonable, the Plan Administrator (i) shall pay the undisputed portion of the Creditor Co-Proponents Fee/Expense Claim on the Effective Date, and (ii) shall notify the Creditor Co-Proponents of such dispute within ten (10) days after the presentation of an invoice by the Creditor Co-Proponents. If the parties attempt in good faith to resolve any such dispute and are unable, within fifteen (15) days after the notification of the dispute, the Creditor Co-Proponents may submit such dispute for resolution to the Bankruptcy Court; provided, however, that the Bankruptcy Court's review shall be limited to a determination of the reasonableness of such fees under § 1129(a)(4) of the Bankruptcy Code.
>
> The Creditor Co-Proponents shall provide the Chapter 11 Trustee and the United States Trustee with an estimate of the Creditor Co-Proponents Fee/Expense Claims fourteen (14) days prior to the anticipated Effective Date, which amount shall be the Creditor Co-Proponents Fee Reserve Amount; provided, however, that such estimates shall be used solely for administrative

purposes, shall not be binding on the Creditor Co-Proponents and shall not in any way limit, cap, or reduce the amount of the Creditor Co-Proponents Fee/Expense Claims.

On the Effective Date or as soon as practicable thereafter, the Plan Administrator shall reserve Cash in an amount equal to the Creditor Co-Proponents Fee Reserve Amount, less any amounts paid on the Effective Date to the Creditor Co-Proponents in respect of the Creditor Co-Proponents Fee/Expense Claim.

For the sake of clarity, the Creditor Co-Proponents Fee/Expense Claims shall not be considered a Class 3A, 3B, 5A, 5B, or 6A Claim. Once all Creditor Co-Proponents Fee/Expense Claims are paid in full in Cash, amounts remaining in reserve, if any, shall irrevocably revert to Holdings Ltd. as Available Cash for Distributions to the Holders of Allowed Claims.

d. Indenture Trustee Fee/Expense Claims

The Plan Administrator shall provide reimbursement for the Indenture Trustee Fee/Expense Claims in accordance with the procedures set forth in Section II.A.4 of the Plan.

At least ten (10) days prior to the Effective Date, the Indenture Trustee shall submit its invoices for the Indenture Trustee Fee/Expense Claims through the Effective Date (including any estimated fees and expenses) to the Chapter 11 Trustee, the Committee and the United States Trustee (the "**Receiving Parties**"). Such invoices shall include copies of the individual time records as recorded by the Indenture Trustee's professionals (but such time records shall not be subject to the guidelines promulgated by the Bankruptcy Court and the United States Trustee for professionals). Unless any of the Receiving Parties objects to any requested Indenture Trustee Fee/Expense Claim as set forth below, such claim shall be paid in full on the Effective Date or as soon as practicable thereafter. As of January 31, 2013, the Indenture Trustee Fee/Expense Claims are estimated at $900,000.

If any of the Receiving Parties disputes any requested Indenture Trustee Fee/Expense Claim set forth in the invoices as unreasonable, the Plan Administrator (i) shall pay the undisputed portion of the Indenture Trustee Fee/Expense Claim on the Effective Date, and (ii) shall notify the Indenture Trustee of such dispute within ten (10) days after the presentation of an invoice by the Indenture Trustee. Upon such notification, the Indenture Trustee may (i) assert the Indenture Trustee Charging Lien to pay

the undisputed and unpaid portion of the Indenture Trustee Fee/Expense Claim, and/or (ii) after the parties have attempted in good faith to resolve any such dispute, within fifteen (15) days after the notification of the dispute, may submit such dispute for resolution to the Bankruptcy Court; provided, however, that the Bankruptcy Court's review shall be limited to a determination of the reasonableness of such fees under § 1129(a)(4) of the Bankruptcy Code and under the applicable Indenture. Nothing herein shall be deemed to impair, waive, discharge, or negatively affect any Indenture Trustee Charging Lien for any fees, costs and expenses not paid by the Plan Administrator and otherwise claimed by the Indenture Trustee pursuant to the procedures set forth in Section II.A.4 of the Plan.

The Indenture Trustee shall provide the Chapter 11 Trustee and the United States Trustee with an estimate of the Indenture Trustee's Fee/Expense Claims fourteen (14) days prior to the anticipated Effective Date, which amount shall be the Indenture Trustee Fee Reserve Amount; provided, however, that such estimates shall be used solely for administrative purposes, shall not be binding on the Indenture Trustee and shall not in any way limit, cap, or reduce the amount of the Indenture Trustee Fee/Expense Claims.

On the Effective Date or as soon as practicable thereafter, the Plan Administrator shall reserve Cash in an amount equal to the Indenture Trustee Fee Reserve Amount, less any amounts paid on the Effective Date to the Indenture Trustee in respect of the Indenture Trustee Fee/Expense Claim.

Any Indenture Trustee Fee/Expense Claim incurred by the Indenture Trustee after the Effective Date for services related to distributions pursuant to the Plan, including but not limited to reasonable fees costs and expenses incurred by the Indenture Trustee's professionals in carrying out the Indenture Trustee's duties as provided for in the applicable Indenture, shall be paid in Cash by the Plan Administrator out of the amounts held in reserve within ten (10) days of the presentation of an invoice by the Indenture Trustee and without the need for any application to or approval of any court.

Once all Indenture Trustee Fee/Expense Claims are paid in full in Cash, amounts remaining in reserve, if any, shall irrevocably revert to Holdings Ltd. as Available Cash for Distributions to the Holders of Allowed Claims and the Indenture Trustee shall have released the Indenture Trustee Charging Lien under the Indentures.

2. As explained in Exhibit D, the Plan Proponents deleted section XI.D, the Discharge section.