



1. Denies the averments set forth in paragraph 1 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Plaintiffs purport to bring a securities class action on behalf of purchasers of Enron Corporation's ("Enron") publicly traded equity and debt securities between October 19, 1998 and November 27, 2001 against the entities and individuals listed in subparagraphs (a) through (d) of paragraph 1 of the Complaint, and further denies that there is any merit to the claims against CSFB. Further, CSFB states that until the announcement in August 2000 of the merger in November 2000 of an affiliate of Credit Suisse First Boston Corporation and the parent of DLJ, Credit Suisse First Boston Corporation and DLJ were separate, independent and competing entities. Further, CSFB states that at all relevant times, Credit Suisse First Boston (USA), Inc. was and is a holding company. "CSFB", when used in this Answer to describe any action or conduct, refers, as appropriate, to either CSFB LLC or DLJ.

2. Denies the averments set forth in paragraph 2 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 2 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron reported its financial results at various times and refers to those documents for their contents, and refers to the public record for the value of Enron's common stock, preferred stock and

debt securities at various times from 1998 through 2001, and refers to the public record for Enron's market capitalization in August 2000.

3. Denies the averments set forth in paragraph 3 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 3 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that in October 2001 Enron issued a press release concerning certain write-offs and a reduction in shareholder equity and refers to that document for its contents, and states upon information and belief that in November 2001 Enron restated certain of its financial results and refers to that document for its contents, and refers to the public record for the per share price of Enron stock and the status of Enron's credit rating at various times.

4. Denies the averments set forth in paragraph 4 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 4 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the published accounting literature for its contents, refers to the public record for the per share price of Enron stock, states upon information and belief that certain persons who were high level employees or directors of Enron have left the company, and states upon information and belief that the SEC and Department of Justice are conducting investigations relating to Enron.

5. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 5 of the Complaint, except

states upon information and belief that Enron was formed in 1985, admits that, at certain times, Kenneth L. Lay (“Lay”) served as Enron’s Chairman and CEO, and refers to the public record for the per share price of Enron stock at various times from 1985 through 1990.

6. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 6 of the Complaint, except admits that, at certain times, Jeffrey K. Skilling (“Skilling”) and Andrew S. Fastow (“Fastow”) served as Enron executives, and refers to the public record for the per share price of Enron stock in late 1996.

7. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 7 of the Complaint, except states upon information and belief that The New York Times published an article on or about February 2, 2002 concerning Enron that contains certain statements and refers to that article for its contents.

8. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 8 of the Complaint, except admits that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, and refers to the public record for the per share price of Enron stock at various times during 1997.

9. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 9 of the Complaint, except states upon information and belief that, at certain times, Enron was a partner in a joint venture known as JEDI.

10. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 10 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times, and states upon information and belief that Vinson & Elkins L.L.P (“V & E”) provided legal services to Enron at various times. Andersen as used herein refers to Arthur Andersen LLP and/or its predecessors, parents, subsidiaries or affiliates.

11. Denies the averments set forth in paragraph 11 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 11 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

12. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 12 of the Complaint, except states upon information and belief that, at various times, Enron reported its financial results for the period ending March 31, 1997 through the period ending June 30, 2001 and refers to those reports for their contents, and refers to the public record for the per share price of Enron stock for 1997 through 2000 and Enron’s credit rating.

13. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 13 of the Complaint, except refers to the public record for the per share price of Enron stock and Enron’s market capitalization in late October 2000, and states upon information and belief that Enron was cited in the financial and academic press at various times and refers to those articles for their contents.

14. Denies the averments set forth in paragraph 14 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 14 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that, at various times, analysts issued reports concerning Enron and refers to those reports for their contents, and admits that Enron made various statements at various times concerning its business and refers to those statements for their contents.

15. Denies the averments set forth in paragraph 15 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 15 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the public record for the value of Enron common stock, debt and preferred securities at various times.

16. Denies the averments set forth in paragraph 16 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 16 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the public record for the per share price of Enron stock at various times, and admits that CSFB provided banking services to Enron at various times.

17. Denies the averments set forth in paragraph 17 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or

information sufficient to form a belief as to the truth of the averments set forth in paragraph 17 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that CSFB LLC and DLJ provided investment banking services to Enron at various times and received fees in connection with those services.

18. Denies the averments set forth in paragraph 18 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 18 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron entered into certain transactions that included terms related to Enron's stock price.

19. Denies the averments set forth in paragraph 19 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 19 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that CSFB LLC and DLJ provided investment banking services to Enron at various times, and states upon information and belief that CFO Magazine published an article concerning Enron that contains certain statements and refers to that article for its contents.

20. Denies the averments set forth in paragraph 20 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 20 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron entered into

certain transactions with special purpose entities (“SPEs”) that included terms related to Enron’s stock price.

21. Denies the averments set forth in paragraph 21 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 21 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the published accounting literature for its contents.

22. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 22 of the Complaint, except states upon information and belief that, at certain times, Enron was a partner in a joint venture known as JEDI, states upon information and belief that Enron filed quarterly and year end financial statements from 1997 through 2001 and refers to those documents for their contents, states upon information and belief that V & E provided legal services to Enron at various times, and states upon information and belief that Barclays provided banking services to Enron at various times. Barclays as used herein refers to Barclays PLC and/or its predecessors, parents, subsidiaries or affiliates.

23. Denies the averments set forth in paragraph 23 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 23 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Andersen provided professional services to Enron at various times, states upon information and belief that V & E provided legal services to Enron at various times, admits that LJM1 and LJM2

were formed in 1999, admits that ERNB Ltd. (“ERNB”) (an affiliate of Credit Suisse First Boston (International) Holding AG) was a limited partner in LJM1, admits that Merchant Capital, Inc. (“Merchant Capital”) (an affiliate of Credit Suisse First Boston (USA), Inc.) and DLJ Fund Investment Partners, III (“FIP III”) (an affiliate of DLJ) were two of the approximately 50 limited partners in LJM2, admits that Merchant Capital committed to invest \$10 million in LJM2 and FIP III committed to invest \$5 million in LJM2, states upon information and belief that Enron entered into certain transactions with LJM1 and LJM2, and admits that Defendant Fastow was the managing member of the general partner of LJM1 and the managing member of the general partner of the general partner of LJM2.

24. Denies the averments set forth in paragraph 24 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 24 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that LJM2 was formed in late 1999, admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, states upon information and belief that, at various times, Enron engaged in transactions with SPEs known as Raptors, admits that Defendant Fastow was the managing member of the general partner of the general partner of LJM2, and refers to the Third Amended and Restated Limited Partnership Agreement for a description of the LJM2 limited partners’ obligations regarding capital contributions.

25. Denies the averments set forth in paragraph 25 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or

information sufficient to form a belief as to the truth of the averments set forth in paragraph 25 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, and admits that there is a Private Placement Memorandum relating to LJM2 that contains certain statements and refers to that document for its contents.

26. Denies the averments set forth in paragraph 26 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 26 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, and refers to the Third Amended and Restated Limited Partnership Agreement for a description of the LJM2 limited partners' obligations regarding capital contributions.

27. Denies the averments set forth in paragraph 27 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 27 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that in June 2000 Credit Suisse First Boston Corporation committed \$10 million to a \$65 million credit facility for LJM2 led by J.P. Morgan, and admits that in November 2000 Credit Suisse First Boston Corporation committed \$30 million to a \$120 million credit facility for LJM2. J.P. Morgan as used herein refers to J.P. Morgan Chase & Co. and/or its predecessors, parents, subsidiaries and affiliates.

28. Denies the averments set forth in paragraph 28 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 28 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

28(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 28(a) of the Complaint, except states upon information and belief that LJM2 invested in an interest in certain collateralized loan obligations on or about December 22, 1999.

28(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 28(b) of the Complaint, except states upon information and belief that on or about December 21, 1999, LJM2 invested in a 75% interest in the Nowa Sarzyna power plant and received a return on its investment on or about March 31, 2000.

28(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 28(c) of the Complaint, except states upon information and belief that LJM2 invested in a 90% equity interest in MEGS, LLC on or about December 29, 1999 and received a return on its investment in March 2000.

28(d). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 28(d) of the Complaint, except states upon information and belief that on or about December 29, 1999, LJM2

signed a letter of understanding relating to the Yosemite certificates, and that the transaction was consummated on or about February 28, 2000.

29. Denies the averments set forth in paragraph 29 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 29 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, and states upon information and belief that, at various times, analysts issued reports relating to Enron at various times and refers to those reports for their contents.

30. Denies the averments set forth in paragraph 30 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 30 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, states upon information and belief that Business Week published an article on or about February 11, 2002 concerning Enron that contains certain statements and refers to that article for its contents, states upon information and belief that Bloomberg published a report on or about February 5, 2002 concerning Enron that contains certain statements and refers to that report for its content, and states upon information and belief that The Washington Post published an article on or about March 22, 2002 concerning Enron that contains certain statements and refers to that article for its contents.

31. Denies the averments set forth in paragraph 31 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 31 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, states upon information and belief that LJM2 generated profits as a result of investments in certain SPEs known as Raptors, admits that Merchant Capital and FIP III received cash distributions from LJM2, and admits that CSFB LLC and DLJ provided investment banking services to Enron at various times and received fees in connection with those services.

32. Denies the averments set forth in paragraph 32 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 32 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron entered into certain transactions with the LJM partnerships between June 1999 and June 2001, states upon information and belief that the LJM partnerships generated profits as a result of certain of these transactions with Enron, states upon information and belief that Andersen provided professional services to Enron at various times, and states upon information and belief that V & E provided legal services to Enron at various times.

33. Denies the averments set forth in paragraph 33 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 33 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that in June 1999, LJM1 entered into a transaction with Enron to hedge Enron's position in Rhythms NetConnections ("Rhythms") stock, states upon information and belief that in connection with that transaction Enron transferred Enron shares to LJM1 as collateral for a put option given to Enron by an LJM1 subsidiary for Rhythms shares, states upon information and belief that Enron entered into certain transactions with SPEs known as Raptors, and states upon information and belief that Enron filed quarterly reports for the third and fourth quarters of 2000 and refers to those documents for their contents.

34. Denies the averments set forth in paragraph 34 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 34 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at various times, Enron entered into certain transactions with SPEs known as Raptors.

35. Denies the averments set forth in paragraph 35 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 35 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron entered into certain transactions with SPEs that included terms related to Enron's stock price, states upon information and belief that Andersen provided professional services to Enron at

various times, and states upon information and belief that V & E provided legal services to Enron at various times.

36. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 36 of the Complaint.

37. Denies the averments set forth in paragraph 37 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 37 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

38. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 38 of the Complaint.

39. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 39 of the Complaint, except states upon information and belief that Enron made statements at various times concerning its broadband business and refers to those statements for their contents.

40. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 40 of the Complaint, except states upon information and belief that Enron announced in July 2000 that it was forming a joint venture with Blockbuster to deliver video on demand (“VOD”) content, and states upon information and belief that Enron filed quarterly reports for the fourth quarter of 1999 and the first quarter of 2000 and refers to those documents for their contents.

41. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 41 of the Complaint, except

states upon information and belief that Enron announced in March 2001 that it was terminating its agreement with Blockbuster, and states upon information and belief that, at various times, analysts issued reports concerning Enron and refers to those reports for their contents.

42. Denies the averments set forth in paragraph 42 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 42 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron owned shares in NewPower during 2000, states upon information and belief that in October 2000 NewPower conducted an initial public offering of NewPower common stock at \$21 per share, admits that Credit Suisse First Boston Corporation, DLJ, DLJdirect Inc., CIBC and Citigroup were among the underwriters of the NewPower initial public offering, states upon information and belief that Enron held approximately 13.6 million shares of NewPower common stock and approximately 42 million warrants in the period shortly after the NewPower IPO, states upon information and belief that LJM2 generated approximately \$9.5 million in profits as a result of a \$30 million investment in a transaction relating to NewPower warrants with an entity known as Porcupine, refers to the public record for the per share price of NewPower stock at various times during 2001, and states upon information and belief that Enron issued a press release in October 2001 concerning certain write-offs and a reduction in shareholders' equity and refers to that document for its contents. CIBC as used herein refers to Canadian Imperial Bank of Commerce and/or its predecessors, parents, subsidiaries and affiliates. Citigroup as used

herein refers to Citigroup Inc. and/or its predecessors, parents, subsidiaries and affiliates.  
NewPower as used herein refers to TNPC, Inc. and/or its predecessors, successors,  
parents, subsidiaries and affiliates.

43. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 43 of the Complaint, except refers to the public record for the per share price of Enron stock in September 2001, and states upon information and belief that Enron entered into a transaction with LJM2 relating to fiber strands.

44. Denies the averments set forth in paragraph 44 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 44 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that the United States District Court for the Southern District of New York issued an opinion in March 2002 in J.P. Morgan Chase Bank v. Liberty Mutual Insurance Co. and refers to that opinion for its contents.

45. Denies the averments set forth in paragraph 45 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 45 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that in December 2000 Credit Suisse First Boston International participated in a \$150 million oil swap transaction with Enron North America Corp., admits that in September 2001 this transaction was renewed for a one

year period, and states upon information and belief that The New York Times published an article on or about February 17, 2002 concerning Enron and refers to that article for its contents.

46. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 46 of the Complaint, except refers to the public record for the per share price of Enron stock in 2001.

47. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 47 of the Complaint.

48. Denies the averments set forth in paragraph 48 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 48 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron entered into certain transactions with SPEs, states upon information and belief that Enron had access to capital markets at various times, states upon information and belief that Enron sold securities to the public at various times, admits that Credit Suisse First Boston Corporation, DLJ, Lehman Brothers, Merrill Lynch, CIBC and J.P. Morgan were underwriters in an offering in May 1998 of Enron common stock, admits that Credit Suisse First Boston Corporation was an underwriter in an offering in November 1998 of \$250 million in 6.95% Enron public notes, admits that Credit Suisse First Boston Corporation, DLJ, Lehman Brothers, Merrill Lynch and Citigroup were underwriters in an offering in February 1999 of Enron common stock, and admits that Azurix, NewPower, Osprey Trust and Marlin Trust raised capital through offerings at various

times. Merrill Lynch as used herein refers to Merrill Lynch & Co., Inc. and/or its predecessors, parents, subsidiaries and affiliates. Lehman Brothers as used herein refers to Lehman Brothers Holdings Inc. and/or its predecessors, parents, subsidiaries and affiliates.

49. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 49 of the Complaint, except admits that Credit Suisse First Boston Corporation, Credit Suisse First Boston (Europe) Limited, DLJ, Donaldson, Lufkin & Jenrette International, Deutsche Bank, Bank of America and Merrill Lynch were underwriters in a partial initial public offering in June 1999 of Azurix common stock at \$19 per share, admits that Credit Suisse First Boston Corporation, DLJ and Merrill Lynch were underwriters in an offering in February 2000 of Azurix 10.375% and 10.75% Senior Notes, admits that Credit Suisse First Boston Corporation, DLJ, Deutsche Bank and Lehman Brothers were underwriters for a debt and equity offering in September 2000 by Osprey Trust and Osprey I, Inc., admits that Credit Suisse First Boston Corporation, DLJ, Citigroup and CIBC were underwriters in an offering in October 2000 of NewPower common stock at \$21 per share, and admits that Credit Suisse First Boston Corporation, Deutsche Bank, Bank of America, CIBC and J.P. Morgan were underwriters for a debt and equity offering in July 2001 by Marlin Water Trust II and Marlin Water Capital Corp. II. Deutsche Bank as used herein refers to Deutsche Bank AG and/or its predecessors, parents, subsidiaries and affiliates. Bank of America as used herein refers to Bank of America Corporation and/or its predecessors, parents, subsidiaries and affiliates.

50. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 50 of the Complaint.

51. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 51 of the Complaint, except states upon information and belief that Fortune published an article on or about December 24, 2001 concerning Enron that contains certain statements and refers to that article for its contents, states upon information and belief that Business Week published an article on or about February 25, 2001 concerning Enron that contains certain statements and refers to that article for its contents, and states upon information and belief that an Sherron Watkins authored a letter to Defendant Lay in August 2001 and refers to that document for its contents.

52. Denies the averments set forth in paragraph 52 of the Complaint to the extent they are asserted against CSFB and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 52 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the public record for the per share price of Enron stock at various times, and states upon information and belief that LJM1 and LJM2 entered into certain transactions that included terms related to Enron's stock price.

53. Denies the averments set forth in paragraph 53 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 53 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Andersen provided

professional services to Enron at various times, states upon information and belief that V & E provided legal services to Enron at various times, and refers to the published accounting literature for its contents.

54. Denies the averments set forth in paragraph 54 of the Complaint to the extent they are asserted against CSFB, states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 54 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron filed quarterly and yearly reports reflecting its financial results for 2001 and refers to those documents for their contents, and states upon information and belief that, at various times, analysts issued reports on Enron and refers to those reports for their contents.

55. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 55 of the Complaint.

56. Denies the averments set forth in paragraph 56 of the Complaint, except refers to the public record for the per share price of Enron stock during June 2001, and admits that a Credit Suisse First Boston Corporation analyst issued a report on or about August 15, 2001 concerning Enron and refers to that report for its contents.

57. Denies the averments set forth in paragraph 57 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 57 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Defendant Skilling resigned from Enron in August 2001, and states upon information and belief that Enron

issued a release on or about August 14, 2001 stating that Defendant Skilling was resigning from Enron for personal reasons, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

58. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 58 of the Complaint, except states upon information and belief that Enron issued a report restating certain of its financial results and refers to that report for its contents, and refers to the public record for the per share price of Enron stock at various times during 2001.

59. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 59 of the Complaint, except states upon information and belief that Sherron Watkins authored a letter to Defendant Lay in August 2001 and refers to that letter for its contents.

60. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 60 of the Complaint.

61. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 61 of the Complaint, except states upon information and belief that Enron issued a press release on or about October 16, 2001 concerning non-recurring charges and a reduction in shareholder equity and refers to that document for its contents, states upon information and belief that The Wall Street Journal has published articles at various times concerning Enron and refers to those articles for their contents, and states upon information and belief that in November 2001

Enron issued a report restating certain of its financial results and refers to that report for its contents.

62. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 62 of the Complaint, except states upon information and belief that Enron issued reports concerning its earnings from the third quarter of 2000 through the third quarter of 2001 and refers to those reports for their contents.

63. Denies the averments set forth in paragraph 63 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 63 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

64. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 64 of the Complaint, except states upon information and belief that in October and November 2001 Enron was engaged in merger discussions with Dynege, Inc. (“Dynege”), and states upon information and belief that in November 2001 Enron issued a report restating certain financial results and refers to that report for its contents.

65. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 65 of the Complaint, except states upon information and belief that in November 2001 Enron was engaged in merger discussions with Dynege.

66. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 66 of the Complaint, except states upon information and belief that Enron and Dynege engaged in merger discussions that subsequently ceased, admits that Enron filed for bankruptcy on or about December 2, 2001, and refers to the public record for the rating of Enron's publicly traded debt on November 28, 2001 and the value of Enron's common stock, preferred stock and publicly traded debt securities at various times.

67. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 67 of the Complaint, except states upon information and belief that Enron issued public reports which referenced the existence of LJM1 and LJM2 and refers to those reports for their contents, states upon information and belief that Andersen provided professional services to Enron at various times, and states upon information and belief that V & E provided legal services to Enron at various times.

68. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 68 of the Complaint, except admits that various committees of Congress commenced investigations concerning Enron.

69. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 69 of the Complaint, except states upon information and belief that Newsweek published articles on or about January 21, 2002, and January 28, 2002, concerning Enron that contain certain statements and refers to those articles for their contents.

70. Denies the averments set forth in paragraph 70 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 70 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

70(a). Denies the averments set forth in paragraph 70(a) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 70(a) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Andersen served as Enron's auditor and provided other professional services to Enron at various times.

70(b). Denies the averments set forth in paragraph 70(b) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 70(b) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that V & E provided legal services to Enron at various times.

70(c). Denies the averments set forth in paragraph 70(c) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 70(c) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Credit Suisse First Boston Corporation analysts issued research reports concerning Enron and refers to those reports for their

contents, admits that CSFB LLC and DLJ provided investment banking services to Enron at various times, and admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2.

71. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 71 of the Complaint, except states upon information and belief that The New York Times published an article on or about February 19, 2002 concerning Enron that contains certain statements and refers to that article for its contents, and further denies the accuracy of the quoted portions of that article to the extent they relate to CSFB.

72. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 72 of the Complaint, except states upon information and belief that Dow Jones News Service published an article on or about February 26, 2002 concerning Enron that contains certain statements and refers to that article for its contents, and further denies the accuracy of the quoted portions of that article to the extent they relate to CSFB.

73. Denies the averments set forth in paragraph 73 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 73 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that CSFB LLC and DLJ provided investment banking services to Enron at various times and received fees in connection with those services, admits that Merchant Capital and FIP III were two of the approximately 50 limited

partners in LJM2, and states upon information and belief that LJM2 generated profits as a result of certain transactions with Enron.

74. Denies the averments set forth in paragraph 74 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 74 of the Complaint to the extent they are asserted against persons or entities other than CSFB; CSFB further denies the averments set forth in the chart which appears in paragraph 74 of the Complaint, except refers to the answers to the averments set forth in paragraphs 1-1016.28 of the Complaint to the extent that this chart purports to contain averments relating to CSFB that appear in other paragraphs in the Complaint, and states that it is without knowledge or information sufficient to form a belief as to the truth of some of the averments set forth in the chart because their source is unknown.

75. Denies the averments set forth in paragraph 75 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averment set forth in paragraph 75 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Plaintiffs purport to assert claims against CSFB pursuant to §§ 10(b), 20(a) and 20A of the Securities Exchange Act of 1934 (“1934 Act”) and pursuant to §§ 12(a)(2) and 15 of the Securities Act of 1933 (“1933 Act”) and denies that there is any merit to those asserted claims, and by way of further answer states that by the Court’s March 31, 2004 Order Re: Credit Suisse Defendants’ Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB, and admits that Plaintiffs

purport to asserts claims against defendants other than CSFB pursuant to §§ 10(b), 20(a) and 20A of the 1934 Act, 17 C.F.R. § 240 10b-5, §§ 11, 12(a)(2) and 15 of the 1933 Act and Texas Rev. Civ. Stat., art. 581-33.

76. Denies the averments set forth in paragraph 76 of the Complaint, except admits that Plaintiffs purport to invoke against CSFB jurisdiction of this Court pursuant to 28 U.S.C. §§ 1331 and 1367, § 27 of the 1934 Act and § 22 of the 1933 Act.

77. Denies the averments set forth in paragraph 77 of the Complaint, except admits that Plaintiffs purport to establish venue in this district against CSFB pursuant to § 27 of the 1934 Act, § 22 of the 1933 Act and 28 U.S.C. § 1391(b), and states upon information and belief that Enron maintains its principal place of business in this District.

78. Denies the averments set forth in paragraph 78 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 78 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

79. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 79 of the Complaint.

80. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 80 of the Complaint.

81(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(a) of the Complaint.

81(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(b) of the Complaint.

81(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(c) of the Complaint.

81(d). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(d) of the Complaint.

81(e). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(e) of the Complaint, except admits that Staro Asset Management LLC purports to be a plaintiff only as to claims pursuant to § 11.

81(f). Deleted.

81(g). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(g) of the Complaint.

81(h). Deleted.

81(i). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(i) of the Complaint.

81(j). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(j) of the Complaint.

81(k). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(k) of the Complaint.

81(l). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(l) of the Complaint.

81(m). Deleted.

81(n). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(n) of the Complaint.

81(o). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(o) of the Complaint.

81(p). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(p) of the Complaint.

81(q). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 81(q) of the Complaint.

82. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 82 of the Complaint, except admits that Enron has filed for bankruptcy pursuant to Chapter 11 of the U.S. Bankruptcy Code.

83(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(a) of the Complaint, except admits that Plaintiffs purport to name Kenneth L. Lay as a defendant in this action, and admits that, at certain times, Defendant Lay served as Enron's Chief Executive Officer and/or Chairman of the Board of Directors of Enron.

83(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(b) of the Complaint, except admits that Plaintiffs purport to name Jeffrey K. Skilling as a defendant in this action, and admits that, at certain times, Defendant Skilling served as Enron's President, Chief Operating Officer, Chief Executive Offer and/or served as a director of Enron.

83(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(c) of the Complaint, except admits that Plaintiffs purport to name Andrew S. Fastow as a defendant in this action, states upon information and belief that, at certain times, Defendant Fastow served as Enron's Chief Financial Officer, and states upon information and belief that Defendant Fastow was placed on leave in October 2001.

83(d). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(d) of the Complaint, except admits that Plaintiffs purport to name Richard A. Causey ("Causey") as a defendant in this action, and admits that, at certain times, Defendant Causey served as Enron's Chief Accounting Officer.

83(e). Deleted.

83(f). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(f) of the Complaint, except admits that Plaintiffs purport to name Mark A. Frevert ("Frevert") as a defendant in this action.

83(g). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(g) of the Complaint, except admits that Plaintiffs purport to name Stanley C. Horton ("Horton") as a defendant in this action.

83(h). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(h) of the Complaint,

except admits that Plaintiffs purport to name Kenneth D. Rice (“Rice”) as a defendant in this action.

83(i). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(i) of the Complaint, except admits that Plaintiffs purport to name Richard B. Buy (“Buy”) as a defendant in this action.

83(j). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(j) of the Complaint, except admits that Plaintiffs purport to name Lou L. Pai (“Pai”) as a defendant in this action, and states upon information and belief that, at certain times, Defendant Pai was a director of Enron Energy Services.

83(k). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(k) of the Complaint, except admits that Plaintiffs purport to name Joseph M. Hirko (“Hirko”) as a defendant in this action, and states upon information and belief that Hirko has been indicted.

83(l). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(l) of the Complaint, except admits that Plaintiffs purport to name Ken L. Harrison (“Harrison”) as a defendant in this action, and states upon information and belief that, at certain times, Defendant Harrison was a director of Enron.

83(m). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(m) of the Complaint,

except admits that Plaintiffs purport to name Steven J. Kean (“Kean”) as a defendant in this action.

83(n). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(n) of the Complaint, except admits that Plaintiffs purport to name Rebecca P. Mark-Jusbasche (“Mark Jusbasche”) as a defendant in this action.

83(o). Deleted.

83(p). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(p) of the Complaint, except admits that Plaintiffs purport to name Jeffrey McMahon (“McMahon”) as a defendant in this action, and admits that, at certain times, Defendant McMahon served as Enron’s Treasurer.

83(q.1). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(q.1) of the Complaint, except admits that Plaintiffs purport to name Cindy K. Olson (“Olson”) as a defendant in this action.

83(q.2). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(q.2) of the Complaint, except states upon information and belief that Olson testified before the Senate Commerce, Science and Transportation Committee on or about February 26, 2002 and refers to the transcript of that Hearing for its contents, states upon information and belief that BBC News published an article concerning Olson on or about February 22, 2002 that contains certain statements and refers to that article for its contents, and states upon

information and belief that The Houston Chronicle published an article concerning Olson on or about February 22, 2002 that contains certain statements and refers to that article for its contents.

83(q.3). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(q.3) of the Complaint, except states upon information and belief that Personnel Today published an article concerning Enron on or about March 19, 2002 that contains certain statements and refers to that article for its contents.

83(q.4). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(q.4) of the Complaint, except states upon information and belief that Enron issued a press release concerning Olson on or about October 11, 1996 that contains certain statements and refers to that document for its contents.

83(q.5). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(q.5) of the Complaint, except states upon information and belief that The Houston Chronicle published an article concerning Enron on or about February 5, 2002 that contains certain statements and refers to that article for its contents.

83(r). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(r) of the Complaint, except admits that Plaintiffs purport to name Joseph W. Sutton (“Sutton”) as a defendant in this action.

83(s). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(s) of the Complaint, except admits that Plaintiffs purport to name Mark E. Koenig (“Koenig”) as a defendant in this action

83(t). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(t) of the Complaint, except admits that Plaintiffs purport to name Kevin P. Hannon (“Hannon”) as a defendant in this action.

83(u). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(u) of the Complaint, except admits that Plaintiffs purport to name Lawrence Greg Whalley (“Whalley”) as a defendant in this action.

83(v). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(v) of the Complaint, except admits that Plaintiffs purport to name Robert A. Belfer (“Belfer”) as a defendant in this action.

83(w). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(w) of the Complaint, except admits that Plaintiffs purport to name Norman P. Blake, Jr. (“Blake”) as a defendant in this action, and states upon information and belief that, at certain times, Defendant Blake was a director of Enron.

83(x). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(x) of the Complaint,

except admits that Plaintiffs purport to name Ronnie C. Chan (“Chan”) as a defendant in this action, and states upon information and belief that, at certain times, Defendant Chan was a director of Enron.

83(y). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(y) of the Complaint, except admits that Plaintiffs purport to name John H. Duncan (“John Duncan”) as a defendant in this action, and states upon information and belief that, at certain times, Defendant John Duncan was a director of Enron.

83(z). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(z) of the Complaint, except admits that Plaintiffs purport to name Wendy L. Gramm (“Gramm”) as a defendant in this action, and states upon information and belief that, at certain times, Defendant Gramm was a director of Enron.

83(aa). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(aa) of the Complaint, except admits that Plaintiffs purport to name Robert K. Jaedicke (“Jaedicke”) as a defendant in this action, and states upon information and belief that, at certain times, Defendant Jaedicke was a director of Enron.

83(bb). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(bb) of the Complaint, except admits that Plaintiffs purport to name Charles A. LeMaistre (“LeMaistre”) as a defendant in this action, and states upon information and belief that, at certain times, Defendant LeMaistre was a director of Enron.

83(cc). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(cc) of the Complaint, except admits that Plaintiffs purport to name Joe H. Foy (“Foy”) as a defendant in this action, and states upon information and belief that, at certain times, Defendant Foy was a director of Enron.

83(dd). Denies the averments set forth in paragraph 83(dd) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(dd) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Plaintiffs purport to name John Mendelsohn (“Mendelsohn”), Jerome J. Meyer (“Meyer”), Paulo V. Ferraz Pereira (“Pereira”), John A. Urquhart (“Urquhart”), John Wakeham (“Wakeham”), Charles E. Walker (“Walker”) and Herbert S. Winokur, Jr. as defendants in this action, states upon information and belief that, at certain times, Defendants Mendelsohn, Meyer, Pereira, Urquhart, Wakeham, Walker and Winokur were directors of Enron, and admits that Plaintiffs purport to name Defendants Mendelsohn, Mayer, Pereira, Urguhart, Wakeham, Walker and Winokur as defendants only as to the claims asserted by Plaintiff under § 11 of the 1933 Act.

83(ee). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(ee) of the Complaint, except admits that Plaintiffs purport to name Frank Savage (“Savage”) as a defendant in this action, states upon information and belief that, at certain times, Defendant Savage was a director of Enron, admits that Plaintiffs purport to name Defendant Savage as a

defendant only as to the claims asserted by Plaintiffs under § 11 of the 1933 Act, and admits that Plaintiffs purport to name Alliance as a defendant only as to the claims asserted by Plaintiffs under §§ 11 and 15 of the 1933 Act.

83(ff). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(ff) of the Complaint, except admits that Plaintiffs purport to label the persons named in paragraphs 83(a)-(d), (f)-(n) and (p)-(ee), collectively, as the “Enron Defendants”.

83(gg). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(gg) of the Complaint, except states upon information and belief that, at certain times, Defendants Lay, Mark-Jusbasche and Skilling served as officers and/or directors of Azurix.

83(hh). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(hh) of the Complaint, except states upon information and belief that, at certain times, Defendants Lay, Derrick and Causey served as directors of NewPower and Defendant Pai served as Chairman and Director of NewPower.

83(ii). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(ii) of the Complaint, except states upon information and belief that Ben Glisan and Defendants Fastow and Causey served as managers of Egret I LLC (“Egret”), and admits that Plaintiffs purport to assert claims against Defendants Fastow and Causey in their capacities as officers and/or directors or managing agents of Atlantic Water Trust and Egret and in their capacity as Enron officers and directors.

83(jj). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 83(jj) of the Complaint, except states upon information and belief that, at certain times, J. Clifford Baxter served as Enron's Vice Chairman and Chief Strategy Officer, and states upon information and belief that Mr. Baxter is now deceased.

84. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 84 of the Complaint, except refers to SEC regulations and NYSE regulations for applicable reporting requirements, and refers to the published accounting literature for its contents.

85. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 85 of the Complaint.

86. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 86 of the Complaint, except refers to Enron's public filings for the members of Enron's Board of Directors and Board Committees at various times.

87. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 87 of the Complaint, except refers to Enron's public filings for the members of Enron's Board Committees at various times.

88. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 88 of the Complaint, except refers to Enron's public filings for the members of Enron's Management Committee, Executive Committee and Corporate Committee at various times.

89. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 89 of the Complaint.

90. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 90 of the Complaint.

91. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 91 of the Complaint, except admits that Plaintiffs purport to label the entities and persons listed in paragraphs 92(a)-(g) and 93(a)-(d), (g)-(o) and (q), collectively, as “Andersen”.

92(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 92(a) of the Complaint, except admits that Plaintiffs purport to name Andersen Worldwide S.C. as a defendant in this action, and states upon information and belief that Andersen served as Enron’s auditor at various times.

92(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 92(b) of the Complaint, except admits that Plaintiffs purport to name Andersen Co. as a defendant in this action, and states upon information and belief that Andersen served as Enron’s auditor at various times.

92(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 92(c) of the Complaint, except admits that Plaintiffs purport to name Arthur Andersen-Puerto Rico as a defendant in this action, and states upon information and belief that Andersen served as Enron’s auditor at various times.

92(d). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 92(d) of the Complaint, except admits that Plaintiffs purport to name Andersen LLP as a defendant in this action, and states upon information and belief that Andersen served as Enron's auditor at various times.

92(e). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 92(e) of the Complaint, except admits that Plaintiffs purport to name Arthur Andersen-Brazil as a defendant in this action, and states upon information and belief that Andersen served as Enron's auditor at various times.

92(f). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 92(f) of the Complaint, except admits that Plaintiffs purport to name Arthur Andersen as a defendant in this action, and states upon information and belief that Andersen served as Enron's auditor at various times.

92(g). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 92(g) of the Complaint, except admits that Plaintiffs purport to name Arthur Andersen LLP as a defendant in this action, and states upon information and belief that Andersen served as Enron's auditor and provided other professional services to Enron at various times.

93(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(a) of the Complaint,

except admits that Plaintiffs purport to name Joseph F. Berardino as a defendant in this action.

93(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(b) of the Complaint, except admits that Plaintiffs purport to name Thomas H. Bauer as a defendant in this action.

93(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(c) of the Complaint, except admits that Plaintiffs purport to name David B. Duncan (“David Duncan”) as a defendant in this action and states upon information belief that Andersen fired Defendant David Duncan on or about January 15, 2002.

93(d). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(d) of the Complaint, except admits that Plaintiffs purport to name Debra A. Cash as a defendant in this action.

93(e). Deleted.

93(f). Deleted.

93(g). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(g) of the Complaint, except admits that Plaintiffs purport to name David Stephen Goddard, Jr. as a defendant in this action.

93(h). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(h) of the Complaint,

except admits that Plaintiffs purport to name Gary B. Goolsby as a defendant in this action.

93(i). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(i) of the Complaint, except admits that Plaintiffs purport to name Michael M. Lowther as a defendant in this action.

93(j). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(j) of the Complaint, except admits that Plaintiffs purport to name Benjamin S. Neuhausen as a defendant in this action.

93(k). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(k) of the Complaint, except admits that Plaintiffs purport to name Michael C. Odom as a defendant in this action.

93(l). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(l) of the Complaint, except admits that Plaintiffs purport to name Richard R. Petersen as a defendant in this action.

93(m). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(m) of the Complaint, except admits that Plaintiffs purport to name John E. Stewart as a defendant in this action.

93(n). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(n) of the Complaint, except admits that Plaintiffs purport to name Michael L. Bennett as a defendant in this action.

93(o). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(o) of the Complaint, except admits that Plaintiffs purport to name William E. Swanson as a defendant in this action.

93(p). Deleted.

93(q). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 93(q) of the Complaint, except admits that Plaintiffs purport to name Michael D. Jones as a defendant in this action.

93(r). Deleted.

93(s). Deleted.

93(t). Deleted.

93(u). Deleted.

93(v). Deleted.

93(w). Deleted.

94. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 94 of the Complaint.

95. Deleted.

96. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 96 of the Complaint, except admits Plaintiffs purport to name Defendant Berardino as a control person of Andersen pursuant to § 20 of the 1934 Act and § 15 of the 1933 Act.

97. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 97 of the Complaint, except refers to the published auditing literature for its contents, and repeats and reavers its answers to the averments set forth in paragraphs 897 through 982 of the Complaint.

98. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 98 of the Complaint, except admits that Plaintiffs purport to name Vinson & Elkins L.L.P. as a defendant in this action, and states upon information and belief that V & E provided legal services to Enron at various times.

99. Deleted.

99.1. Denies the averments set forth in paragraph 99.1 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 99.1 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Credit Suisse First Boston (USA), Inc. is the parent-holding company of Credit Suisse First Boston LLC (formerly known as Credit Suisse First Boston Corp.), and states that Donaldson, Lufkin & Jenrette Securities Corp. (now Pershing LLC) was a separate and independent investment bank competing for business

with Credit Suisse First Boston LLC until those entities became affiliates as a result of a corporate merger in November 2000.

100(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 100(a) of the Complaint, except admits that Plaintiffs purport to name J.P. Morgan Chase & Co. as a defendant in this action, and states upon information and belief that's J.P. Morgan's businesses include commercial and investment banking, commercial lending, financial advisory services, underwriting, and equity research.

100(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 100(b) of the Complaint, except admits that Plaintiffs purport to name JPMorgan Chase Bank as a defendant in this action.

100(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 100(c) of the Complaint, except admits that Plaintiffs purport to name JPMorgan Securities Inc. as a defendant in this action.

101(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 101(a) of the Complaint, except admits that Plaintiffs purport to name Citigroup, Inc. as a defendant in this action, and states upon information and belief that Citigroup's businesses include commercial and investment banking, commercial lending, financial advisory services, underwriting, and equity research.

101(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 101(b) of the Complaint, except admits that Plaintiffs purport to name Citibank, N.A. as a defendant in this action.

101(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 101(c) of the Complaint, except admits that Plaintiffs purport to name Salomon Smith Barney, Inc. as a defendant in this action.

101(d). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 101(d) of the Complaint, except admits that Plaintiffs purport to name Salomon Brothers International Limited as a defendant in this action.

102(a). Denies the averments set forth in paragraph 102(a) of the Complaint, except admits that Plaintiffs purport to name Credit Suisse First Boston (USA), Inc. as a defendant in this action, admits that the businesses of CSFB LLC, DLJ and certain of their affiliates include commercial and investment banking, commercial lending to corporate entities, financial advisory services, underwriting, and equity research, admits that Credit Suisse First Boston (USA), Inc. is the parent-holding company of Credit Suisse First Boston LLC (formerly known as Credit Suisse First Boston Corp.), states that Donaldson, Lufkin & Jenrette Securities Corp. (now Pershing LLC) was a separate and independent investment bank competing for business with Credit Suisse First Boston LLC until those entities became affiliates as a result of a corporate merger in November 2000, and states that Pershing LLC was sold to the Bank of New York Company in May 2003.

102(b). Denies the averments set forth in paragraph 102(b) of the Complaint, except admits that Plaintiffs purport to name Pershing LLC as a defendant in this action.

102(c). Denies the averments set forth in paragraph 102(c) of the Complaint, except admits that Plaintiffs purport to name Credit Suisse First Boston Corp. as a defendant in this action.

103(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 103(a) of the Complaint, except admits that Plaintiffs purport to name Canadian Imperial Bank of Commerce as a defendant in this action, and states upon information and belief that's CIBC's businesses include commercial and investment banking, commercial lending, financial advisory services, underwriting, and equity research.

103(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 103(b) of the Complaint, except admits that Plaintiffs purport to name CIBC World Markets Corp. as a defendant in this action.

103(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 103(c) of the Complaint, except admits that Plaintiffs purport to name CIBC World Markets plc as a defendant in this action.

103(d). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 103(d) of the Complaint, except admits that Plaintiffs purport to name CIBC Oppenheimer Corp. as a defendant in this action.

104(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 104(a) of the Complaint, except admits that Plaintiffs purport to name Bank of America Corp. as a defendant in this action, and states upon information and belief that Bank of America's businesses include commercial and investment banking, commercial lending, financial advisory services, underwriting, and equity research.

104(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 104(b) of the Complaint, except admits that Plaintiffs purport to name Banc of America Securities LLC as a defendant in this action.

105(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 105(a) of the Complaint, except admits that Plaintiffs purport to name Merrill Lynch & Co., Inc. as a defendant in this action, and states upon information and belief that Merrill Lynch's businesses include commercial and investment banking, commercial lending, financial advisory services, underwriting, and equity research.

105(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 105(b) of the Complaint, except admits that Plaintiffs purport to name Merrill Lynch, Pierce, Fenner & Smith, Inc. as a defendant in this action.

106(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 106(a) of the Complaint, except admits that Plaintiffs purport to name Barclays PLC as a defendant in this action,

and states upon information and belief that Barclays's businesses include commercial and investment banking, commercial lending, financial advisory services, underwriting, and equity research.

106(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 106(b) of the Complaint, except admits that Plaintiffs purport to name Barclays Bank PLC as a defendant in this action.

106(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 106(c) of the Complaint, except admits that Plaintiffs purport to name Barclays Capital, Inc. as a defendant in this action.

107(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 107(a) of the Complaint, except admits that Plaintiffs purport to name Deutsche Bank AG as a defendant in this action, and states upon information and belief that Deutsche Bank's businesses include commercial and investment banking, commercial lending, financial advisory services, underwriting, and equity research.

107(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 107(b) of the Complaint, except admits that Plaintiffs purport to name Deutsche Bank Securities Inc. as a defendant in this action.

107(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 107(c) of the Complaint,

except admits that Plaintiffs purport to name DB Alex. Brown LLC as a defendant in this action.

107(d). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 107(d) of the Complaint, except admits that Plaintiffs purport to name Deutsche Bank Trust Company Americas as a defendant in this action.

108(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 108(a) of the Complaint, except admits that Plaintiffs purport to name Lehman Brothers Holding, Inc. as a defendant in this action, and states upon information and belief that Lehman Brothers's businesses include commercial and investment banking, commercial lending, financial advisory services, underwriting, and equity research.

108(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 108(b) of the Complaint, except admits that Plaintiffs purport to name Lehman Brothers Inc. as a defendant in this action.

109. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 109 of the Complaint, except states upon information and belief that Enron filed a 1997 Report on Form 10-K in March 1998 and refers to that document for its contents.

110. Denies the averments set forth in paragraph 110 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 110 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron filed a registration statement on or about April 21, 1998, admits that Credit Suisse First Boston Corporation, DLJ, Lehman Brothers, and Merrill Lynch were underwriters for an offering of Enron common stock in May 1998, and states upon information and belief that Enron used the proceeds from the offering to repay short-term indebtedness and for general corporate purposes.

111. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 111 of the Complaint.

112. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 112 of the Complaint, except states upon information and belief that Enron reported its financial results for the second quarter of 1998 on or about July 14, 1998, and refers to that report for its contents.

113. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 113 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

114. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 114 of the Complaint, except states upon information and belief that, on or about July 24, 1998, Enron announced that it would purchase Wessex Water and refers to that announcement for its contents.

115. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 115 of the Complaint, except

states upon information and belief that Defendant Lay was interviewed by Bloomberg News on or about July 24, 1998 and the refers to the transcript of that interview for its contents.

116. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 116 of the Complaint.

117. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 117 of the Complaint, except states upon information and belief that Enron issued a press release on or about September 25, 1998 and refers to that document for its contents.

118. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 118 of the Complaint, except states upon information and belief that Enron reported its financial results for the third quarter of 1998 on or about October 13, 1998 and refers to that report for its contents.

119. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 119 of the Complaint, except admits that it was Enron's practice to hold conference calls with analysts to discuss quarterly results.

120. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 120 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

121. Denies the averments set forth in paragraph 121 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or

information sufficient to form a belief as to the truth of the averments set forth in paragraph 121 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

121(a). Denies the averments set forth in paragraph 121(a) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 121(a) of the Complaint to the extent they are asserted against persons or entities other than CSFB, and repeats and reavers its answers to the averments set forth in paragraphs 418 through 611 of the Complaint.

121(b). Denies the averments set forth in paragraph 121(b) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 121(b) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

121(c). Denies the averments set forth in paragraph 121(c) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 121(c) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

121(d). Denies the averments set forth in paragraph 121(d) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 121(d) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

121(e). Denies the averments set forth in paragraph 121(e) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 121(e) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

121(f). Denies the averments set forth in paragraph 121(f) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 121(f) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

121(g). Denies the averments set forth in paragraph 121(g) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 121(g) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

121(h). Denies the averments set forth in paragraph 121(h) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 121(h) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Enron (through Azurix Europe) acquired

Wessex Water for approximately \$2.8 million, and admits that Azurix conducted a partial initial public offering of common stock in 1999.

121(i). Denies the averments set forth in paragraph 121(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 121(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

121(j). Denies the averments set forth in paragraph 121(j) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 121(j) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

121(k). Denies the averments set forth in paragraph 121(k) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 121(k) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

122. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 122 of the Complaint, except states upon information and belief that Enron issued a press release on or about October 21, 1998 and refers to that document for its contents.

123. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 123 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

124. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 124 of the Complaint, except admits that Credit Suisse First Boston Corporation was an underwriter for an offering in November 1998 of \$250 million of 6.95% Enron notes, and states upon information and belief that Enron used the proceeds from the offering to retire short-term indebtedness and for general corporate purposes.

125. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 125 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

126. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 126 of the Complaint, except states upon information and belief that Enron filed a registration statement on or about January 12, 1999, and states upon information and belief that V & E provided legal services to Enron at various times.

127. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 127 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

128. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 128 of the Complaint, except

states upon information and belief that Enron reported its financial results for the fourth quarter of 1998 and full year 1998 on or about January 19, 1999 and refers to that report for its contents.

129. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 129 of the Complaint except states upon information and belief that Defendant Skilling was interviewed by Bloomberg on or about January 19, 1999 and refers to the transcript of that interview for its contents.

130. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 130 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

131. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 131 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

132. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 132 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

133. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 133 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

134. Denies the averments set forth in paragraph 134 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 134 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Enron filed a registration statement on or about February 3, 1999 and refers to that document for its contents.

135. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 135 of the Complaint, except admits that Credit Suisse First Boston Corporation, DLJ, Lehman Brothers, Merrill Lynch, Citigroup, Deutsche Bank and J.P. Morgan were underwriters in a public offering in February 1999 of Enron common stock, and states upon information and belief that Enron used the proceeds from the offering to repay debt and for general corporate purposes.

136. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 136 of the Complaint, except states upon information and belief that in March 1999 Enron issued an Annual Report for 1998 and refers to that document for its contents.

137. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 137 of the Complaint, except states upon information and belief that in March 1999 Enron issued an Annual Report for 1998 and refers to that document for its contents.

138. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 138 of the Complaint, except states upon information and belief that in March 1999 Enron issued an Annual Report for 1998 and refers to that document for its contents.

139. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 139 of the Complaint, except states upon information and belief that in March 1999 Enron issued an Annual Report for 1998 and refers to that document for its contents.

140. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 140 of the Complaint, except states upon information and belief that in March 1999 Enron issued an Annual Report for 1998 and refers to that document for its contents and states upon information and belief that Andersen issued an unqualified opinion on the financial statements contained in the Annual Report.

141. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 141 of the Complaint, except states upon information and belief that in March 1999 Enron filed a 1998 Report on Form 10-K and refers to that document for its contents, and states upon information and belief that Andersen issued an unqualified opinion on the financial statements contained in the Annual Report.

142. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 142 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

143. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 143 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

144. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 144 of the Complaint, except states upon information and belief that Enron reported its financial results for the first quarter of 1999 on or about April 13, 1999, and refers to that report for its contents.

145. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 145 of the Complaint, except admits that it was Enron's practice to hold conference calls with analysts to discuss quarterly results.

146. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 146 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

147. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 147 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

148. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 148 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

149. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 149 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

150. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 150 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

151. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 151 of the Complaint, except states upon information and belief that Lehman Brothers, Bank of America and CIBC provided banking services in connection with Enron offerings at various times.

152. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 152 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

153. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 153 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

154. Denies the averments set forth in paragraph 154 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about July 6, 1999 relating to Enron that contains certain statements and refers to that report for its contents.

155. Denies the averments set forth in paragraph 155 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(a). Denies the averments set forth in paragraph 155(a) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(a) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(b). Denies the averments set forth in paragraph 155(b) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(b) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(c). Denies the averments set forth in paragraph 155(c) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or

information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(c) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(d). Denies the averments set forth in paragraph 155(d) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(d) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(e). Denies the averments set forth in paragraph 155(e) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(e) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(f). Denies the averments set forth in paragraph 155(f) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(f) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(g). Denies the averments set forth in paragraph 155(g) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(g) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(h). Denies the averments set forth in paragraph 155(h) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(h) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(i). Denies the averments set forth in paragraph 155(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(j). Denies the averments set forth in paragraph 155(j) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(j) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(k). Denies the averments set forth in paragraph 155(k) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(k) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(l). Denies the averments set forth in paragraph 155(l) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 155(l) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(m). Denies the averments set forth in paragraph 155(m) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(m) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(n). Denies the averments set forth in paragraph 155(n) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(n) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(o). Denies the averments set forth in paragraph 155(o) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(o) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

155(p). Denies the averments set forth in paragraph 155(p) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 155(p) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

156. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 156 of the Complaint, except states upon information and belief that Enron reported its financial results for the second quarter of 1999 on or about July 13, 1999, and refers to that report for its contents.

157. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 157 of the Complaint, except admits that it was Enron's practice to hold conference calls with analysts and investors to discuss quarterly reports, and admits that it was Enron's practice to hold periodic meetings for analysts.

158. Denies the averments set forth in paragraph 158 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report in July 1999 relating to Enron that contains certain statements and refers to that report for its contents.

159. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 159 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

160. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 160 of the Complaint, except states upon information and belief that The Houston Chronicle published an article on or about July 14, 1999 concerning Enron that contains certain statements and refers to that article for its contents.

161. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 161 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

162. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 162 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

163. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 163 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

164. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 164 of the Complaint, except states upon information and belief that Enron filed a Form S-3 on or about July 23, 1999 and refers to that document for its contents.

165. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 165 of the Complaint, except states upon information and belief that Bank of America and Citigroup provided banking services in connection with Enron offerings at various times.

166. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 166 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

167. Denies the averments set forth in paragraph 167 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about September 2, 1999 relating to Enron that contains certain statements and refers to that report for its contents.

168. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 168 of the Complaint, except states upon information and belief that Dow Jones Energy Service published an article on or about September 14, 1999 concerning Enron that contains certain statements and refers to that article for its contents.

169. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 169 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

170. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 170 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

171. Denies the averments set forth in paragraph 171 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about September 22, 1999 relating to Enron that contains certain statements and refers to that report for its contents.

172. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 172 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

173. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 173 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

174. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 174 of the Complaint, except states upon information and belief that Bloomberg News published an article on or about October 1, 1999 concerning Enron that contains certain statements and refers to that article for its contents.

175. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 175 of the Complaint, except states upon information and belief that CFO Magazine published an article on or about October 1, 1999 concerning Enron that contains certain statements and refers to that article for its contents.

176. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 176 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

177. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 177 of the Complaint, except states upon information and belief that Enron reported its financial results for the third quarter of 1999 on or about October 12, 1999, and refers to that report for its contents.

178. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 178 of the Complaint, except states upon information and belief that Bloomberg issued a report on or about October 12, 1999 concerning Enron that contains certain statements and refers to that report for its contents.

179. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 179 of the Complaint, except admits it was Enron's practice to hold conference calls for analysts and investors to discuss quarterly results, and admits that it was Enron's practice to hold periodic conferences for analysts.

180. Denies the averments set forth in paragraph 180 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about October 12, 1999 relating to Enron that contains certain statements and refers to that report for its contents.

181. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 181 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

182. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 182 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

183. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 183 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

184. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 184 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

185. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 185 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

186. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 186 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

187. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 187 of the Complaint, except states upon information and belief that Dow Jones Energy Service published an article on

or about November 2, 1999 concerning Enron that contains certain statements and refers to that article for its contents.

188. Denies the averments set forth in paragraph 188 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 188 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron reported results for the first, second and third quarters of 1999 and refers to those documents for their contents, states upon information and belief that analysts issued reports relating to Enron and refers to those reports for their contents, and refers to the public record for the per share price of Enron stock at various times.

189. Denies the averments set forth in paragraph 189 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 189 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the public record for the per share price of Enron stock on November 23, 1999, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

190. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 190 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

191. Denies the averments set forth in paragraph 191 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about November 30, 1999 relating to Enron that contains certain statements and refers to that report for its contents.

192. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 192 of the Complaint, except states upon information and belief that Enron issued a press release on or about December 2, 1999 and refers to that document for its contents.

193. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 193 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

194. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 194 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

195. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 195 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

196. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 196 of the Complaint, except states upon information and belief that Enron reported its financial results for the fourth

quarter of 1998 and full year 1999 on or about January 18, 2000, and refers to that report for its contents.

197. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 197 of the Complaint, except admits that it was Enron's practice to hold conference calls for analysts and investors to discuss year-end results, and admits that it was Enron's practice to hold periodic conferences for analysts.

198. Denies the averments set forth in paragraph 198 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about January 18, 2000 relating to Enron that contains certain statements and refers to that report for its contents.

199. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 199 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

200. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 200 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

201. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 201 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

202. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 202 of the Complaint, except states upon information and belief that The Wall Street Journal published an article on or about January 19, 2000 concerning Enron that contains certain statements and refers to that article for its contents.

203. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 203 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

204. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 204 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

205. Denies the averments set forth in paragraph 205 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about January 21, 2000 relating to Enron that contains certain statements and refers to that report for its contents.

206. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 206 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

207. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 207 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

208. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 208 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

209. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 209 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

210. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 210 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

211. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 211 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

212. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 212 of the Complaint, except states upon information and belief that Bloomberg News published a report on or about February 16, 2000 concerning Enron that contains certain statements and refers to that report for its contents.

213. Denies the averments set forth in paragraph 213 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about February 28, 2000 relating to Enron that contains certain statements and refers to that report for its contents.

214. Denies the averments set forth in paragraph 214 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214 of the Complaint to the extent they are asserted against person or entities other than CSFB.

214(a). Denies the averments set forth in paragraph 214(a) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(a) of the Complaint to the extent they are asserted against person or entities other than CSFB, except repeats and reavers its answers to paragraphs 418 through 611 of the Complaint.

214(b). Denies the averments set forth in paragraph 214(b) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(b) of the Complaint to the extent they are asserted against person or entities other than CSFB.

214(c). Denies the averments set forth in paragraph 214(c) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 214(c) of the Complaint to the extent they are asserted against person or entities other than CSFB.

214(d). Denies the averments set forth in paragraph 214(d) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(d) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(e). Denies the averments set forth in paragraph 214(e) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(e) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(e)(i). Denies the averments set forth in paragraph 214(e)(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(e)(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(e)(ii). Denies the averments set forth in paragraph 214(e)(ii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(e)(ii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(f). Denies the averments set forth in paragraph 214(f) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(f) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(g). Denies the averments set forth in paragraph 214(g) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(g) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(g)(i). Denies the averments set forth in paragraph 214(g)(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(g)(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that EES sold energy to commercial customers at certain times.

214(g)(ii). Denies the averments set forth in paragraph 214(g)(ii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(g)(ii) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at certain times, EES entered into so-called demand-side management (“DSM”) contracts.

214(g)(iii). Denies the averments set forth in paragraph 214(g)(iii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(g)(iii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(h). Denies the averments set forth in paragraph 214(h) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(h) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(i). Denies the averments set forth in paragraph 214(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that the EIN was part of Enron Broadband Services and that Enron acquired a company known as Modulus.

214(j). Denies the averments set forth in paragraph 214(j) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(j) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron entered into a transaction with LJM2 relating to fiber strands.

214(k). Denies the averments set forth in paragraph 214(k) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(k) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(l). Denies the averments set forth in paragraph 214(l) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(l) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(m). Denies the averments set forth in paragraph 214(m) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(m) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(n). Denies the averments set forth in paragraph 214(n) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(n) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(o). Denies the averments set forth in paragraph 214(o) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 214(o) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(p). Denies the averments set forth in paragraph 214(p) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(p) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(q). Denies the averments set forth in paragraph 214(q) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(q) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

214(r). Denies the averments set forth in paragraph 214(r) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 214(r) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

215. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 215 of the Complaint, except states upon information and belief that, on or about March 31, 2000, Enron issued an Annual Report for 1999 and refers to that document for its contents.

216. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 216 of the Complaint, except

states upon information and belief that, on or about March 31, 2000, Enron issued an Annual Report for 1999 and refers to that document for its contents.

217. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 217 of the Complaint, except states upon information and belief that, on or about March 31, 2000, Enron issued an Annual Report for 1999 and refers to that document for its contents.

218. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 218 of the Complaint, except states upon information and belief that, on or about March 31, 2000, Enron issued an Annual Report for 1999 and refers to that document for its contents.

219. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 219 of the Complaint, except states upon information and belief that, on or about March 31, 2000, Enron issued an Annual Report for 1999 and refers to that document for its contents.

220. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 220 of the Complaint, except states upon information and belief that, on or about March 31, 2000, Enron issued an Annual Report for 1999 and refers to that document for its contents.

221. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 221 of the Complaint, except states upon information and belief that in March 2000 Enron filed a 1999 Report on Form 10-K and refers to that document for its contents.

222. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 222 of the Complaint, except admits that it was Enron's practice to hold periodic conferences for analysts, states upon information and belief that Enron reported its financial results for the fourth quarter of 1999 and the full year 1999, and refers to the public record for the per share price of Enron stock in late January 2000 and at the end of March 2000.

223. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 223 of the Complaint, except states upon information and belief that Enron reported its financial results for the first quarter of 2000 on or about April 12, 2000 and refers to that report for its contents.

224. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 224 of the Complaint, except admits that it was Enron's practice to hold conference calls for analysts and investors to discuss quarterly results, and admits that it was Enron's practice to hold periodic meetings for analysts.

225. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 225 of the Complaint, except states upon information and belief that Bloomberg News published an article on or about April 12, 2000 concerning Enron that contains certain statements and refers to that article for its contents.

226. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 226 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

227. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 227 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

228. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 228 of the Complaint, except states upon information and belief that The Houston Chronicle published an article on or about April 13, 2000 concerning Enron that contains certain statements and refers to that article for its contents.

229. Denies the averments set forth in paragraph 229 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about April 12, 2000 relating to Enron that contains certain statements and refers to that report for its contents.

230. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 230 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

231. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 231 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

232. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 232 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

233. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 233 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

234. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 234 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

235. Denies the averments set forth in paragraph 235 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge information sufficient to form a belief as to the truth of the averments set forth in paragraph 235 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the public record for the per share price of Enron stock on May 17, 2000.

236. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 236 of the Complaint, except states upon information and belief that Bank of America and Lehman Brothers provided banking services in connection with Enron offerings at various times.

237. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 237 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

238. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 238 of the Complaint, except states upon information and belief that Lehman Brothers provided banking services in connection with Enron offerings at various times.

239. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 239 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

240. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 240 of the Complaint, except states upon information and belief that Enron issued a press release on or about July 19, 2000 and refers to that document for its contents.

241. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 241 of the Complaint, except states upon information and belief that Defendant Lay appeared on CNNfn on or about July 19, 2000 and refers to a transcript of that program for its contents.

242. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 242 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

243. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 243 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

244. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 244 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

245. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 245 of the Complaint, except states upon information and belief that the Los Angeles Times published an article on or about July 20, 2000 concerning Enron that contains certain statements and refers to that article for its contents.

246. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 246 of the Complaint, except states upon information and belief that Enron reported its financial results for the second quarter of 2000 on or about July 24, 2000 and refers to that report for its contents.

247. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 247 of the Complaint, except admits that it was Enron's practice to hold conference calls for analyst and inventors to

discuss quarterly results, and admits that it was Enron's practice to hold periodic conferences for analysts.

248. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 248 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

249. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 249 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

250. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 250 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

251. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 251 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

252. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 252 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

253. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 253 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

254. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 254 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

255. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 255 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

256. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 256 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

257. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 257 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

258. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 258 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

259. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 259 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

260. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 260 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

261. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 261 of the Complaint, except admits that it was Enron's practice to hold periodic conferences for analysts, states upon information and belief that Enron announced that it was entering an agreement with Blockbuster, states upon information and belief that Enron reported its financial results for the second quarter of 2000 and refers to that report for its contents, and refers to the public record for the per share price of Enron stock on July 11, 2000, August 23, 2000 and September 28, 2000.

262. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 262 of the Complaint, except states upon information and belief that Enron reported its financial results for the third quarter of 1998 on or about October 17, 2000, and refers to that report for its contents.

263. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 263 of the Complaint, except admits that it was Enron's practice to hold conference calls with analysts and investors to discuss quarterly results.

264. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 264 of the Complaint, except states upon information and belief that Defendant Skilling was interviewed on CNNfn on or about October 17, 2000 and refers to the transcript of that interview for its contents.

265. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 265 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

266. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 266 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

267. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 267 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

268. Denies the averments set forth in paragraph 268 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or

about October 18, 2000 relating to Enron that contains certain statements and refers to that report for its contents.

269. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 269 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

270. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 270 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

271. Denies the averments set forth in paragraph 271 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 271 of the Complaint to the extent they are asserted against person or entities other than CSFB, except states upon information and belief that, at various times, analysts issued reports on Enron and refers to those reports for their contents, states upon information and belief that Enron entered into certain transactions that included terms related to Enron's stock price, refers to the public record for the per share price of Enron stock in mid-November 2000 and on November 22, 2000, states upon information and belief that Andersen provided professional services to Enron at various times, and states upon information and belief that V & E provided legal services to Enron at various times.

272. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 272 of the Complaint, except

states upon information and belief that Enron issued a press release on or about November 24, 2000 and refers to that document for its contents.

273. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 273 of the Complaint, except states upon information and belief that Bloomberg News published an article on or about December 6, 2000 concerning Enron that contains certain statements and refers to that article for its contents.

274. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 274 of the Complaint, except states upon information and belief that Defendant Skilling appeared on CNBC on or about December 13, 2000, and refers to the transcript of that program for its contents.

275. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 275 of the Complaint, except states upon information and belief that Enron announced on or about December 13, 2000 that Defendant Skilling was succeeding Defendant Lay as CEO of Enron, and refers to that announcement for its contents.

276. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 276 of the Complaint, except states upon information and belief that Enron issued a press release on or about December 18, 2000 and refers to that document for its contents.

277. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 277 of the Complaint, except states upon information and belief that Enron entered into certain transactions with SPEs

known as Raptors, and refers to the public record for the per share price of Enron stock and NewPower stock in late 2000.

278. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 278 of the Complaint, except refers to the published accounting literature for its contents, states upon information and belief that Andersen provided professional services to Enron at various times, and states upon information and belief that V & E provided legal services to Enron at various times.

279. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 279 of the Complaint, except states upon information and belief that Dow Jones Energy Service published an article on or about January 9, 2001 concerning Enron that contains certain statements and refers to that article for its contents.

280. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 280 of the Complaint, except refers to the public record for the per share price of Enron stock on January 2, 2001, and January 17, 2001.

281. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 281 of the Complaint, except states upon information and belief that Enron reported its financial results for the fourth quarter of 2000 and full year 2000 on or about January 22, 2001 and refers to that report for its contents.

282. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 282 of the Complaint, except

admits that it was Enron's practice to hold conference calls for analysts and investors to discuss quarterly results, and admits that it was Enron's practice to hold periodic conferences for analysts.

283. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 283 of the Complaint, except states upon information and belief that Defendant Skilling was interviewed on CNNfn on or about January 22, 2001 and refers to the transcript of that interview for its contents.

284. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 284 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

285. Denies the averments set forth in paragraph 285 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about January 26, 2001 relating to Enron that contains certain statements and refers to that report for its contents.

286. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 286 of the Complaint, except states upon information and belief that Defendant Skilling was interviewed on NPR on or about January 31, 2001 and refers to the transcript of that interview for its contents.

287. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 287 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

288. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 288 of the Complaint, except states upon information and belief that Enron reported its financial results for the fourth quarter of 2000 and full year 2000 and refers to those reports for their contents, refers to the public record for the per share price of Enron stock on January 17, 2001 and on February 5, 2001, and states upon information and belief that Citigroup, Deutsche Bank, J.P. Morgan, Bank of America and Barclays provided banking services in connection with Enron placements at various times.

289. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 289 of the Complaint, except states upon information and belief that Fortune published an article on or about February 20, 2001 concerning Enron that contains certain statements and refers to that article for its contents.

290. Denies the averments set forth in paragraph 290 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about February 20, 2001 relating to Enron that contains certain statements and refers to that report for its contents.

291. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 291 of the Complaint, except states upon information and belief that Enron announced an energy management agreement with Eli Lilly on or about February 26, 2001 and refers to that announcement for its contents.

292. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 292 of the Complaint, except states upon information and belief that Enron filed its 2000 Report on Form 10-K in March 2001 and refers to that document for its contents.

293. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 293 of the Complaint, except states upon information and belief that Enron issued an Annual Report for 2000 in March 2001 and refers to that document for its contents.

294. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 294 of the Complaint, except states upon information and belief that Enron issued an Annual Report for 2000 in March 2001 and refers to that document for its contents.

295. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 295 of the Complaint, except states upon information and belief that Enron issued an Annual Report for 2000 in March 2001 and refers to that document for its contents.

296. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 296 of the Complaint, except states upon information and belief that Enron issued an Annual Report for 2000 in March 2001 and refers to that document for its contents.

297. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 297 of the Complaint, except

states upon information and belief that Enron issued an Annual Report for 2000 in March 2001 and refers to that document for its contents.

298. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 298 of the Complaint, except states upon information and belief that Enron issued an Annual Report for 2000 in March 2001 and refers to that document for its contents.

299. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 299 of the Complaint, except, states upon information and belief that, at certain times, Enron reported its financial results for the fourth quarter of 2000 and full year 2000, admits that it was Enron's practice to hold periodic conferences for analysts, and refers to the public record for the per share price of Enron stock on February 5, 2001 and March 2, 2001.

300. Denies the averments set forth in paragraph 300 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(a). Denies the averments set forth in paragraph 300(a) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(a) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(b). Denies the averments set forth in paragraph 300(b) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(b) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(c). Denies the averments set forth in paragraph 300(c) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(c) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(d). Denies the averments set forth in paragraph 300(d) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(d) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(e). Denies the averments set forth in paragraph 300(e) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(e) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(e)(i). Denies the averments set forth in paragraph 300(e)(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set

forth in paragraph 300(e)(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(e)(ii). Denies the averments set forth in paragraph 300(e)(ii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(e)(ii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(f). Denies the averments set forth in paragraph 300(f) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(f) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(g). Denies the averments set forth in paragraph 300(g) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(g) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(g)(i). Denies the averments set forth in paragraph 300(g)(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(g)(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that EES sold energy to commercial customers at certain times.

300(g)(ii). Denies the averments set forth in paragraph 300(g)(ii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(g)(ii) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at certain times, EES entered into so-called DSM contracts.

300(g)(iii). Denies the averments set forth in paragraph 300(g)(iii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(g)(iii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(g)(iv). Denies the averments set forth in paragraph 300(g)(iv) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(g)(iv) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron issued a press release in February 2001 concerning a transaction with Eli Lilly and refers to that document for its contents.

300(h). Denies the averments set forth in paragraph 300(h) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(h) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that the EIN was part

of Enron Broadband Services, and states upon information and belief that Enron acquired a company known as Modulus.

300(i). Denies the averments set forth in paragraph 300(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that in 2000 Enron entered into a transaction with LJM2 relating to fiber strands.

300(j). Denies the averments set forth in paragraph 300(j) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(j) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(j)(i). Denies the averments set forth in paragraph 300(j)(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(j)(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that in 2000 Enron entered into a transaction with LJM2 relating to fiber strands.

300(j)(ii). Denies the averments set forth in paragraph 300(j)(ii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set

forth in paragraph 300(j)(ii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(j)(iii). Denies the averments set forth in paragraph 300(j)(iii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(j)(iii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(j)(iv). Denies the averments set forth in paragraph 300(j)(iv) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(j)(iv) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(k). Denies the averments set forth in paragraph 300(k) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(k) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(l). Denies the averments set forth in paragraph 300(l) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(l) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(m). Denies the averments set forth in paragraph 300(m) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(m) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(n). Denies the averments set forth in paragraph 300(n) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(n) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(n)(i). Denies the averments set forth in paragraph 300(n)(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(n)(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(n)(ii). Denies the averments set forth in paragraph 300(n)(ii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(n)(ii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(o). Denies the averments set forth in paragraph 300(o) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 300(o) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron announced in March 2001 that it was terminating its agreement with Blockbuster and refers to that announcement for its contents.

300(p). Denies the averments set forth in paragraph 300(p) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(p) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(q). Denies the averments set forth in paragraph 300(q) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(q) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(r). Denies the averments set forth in paragraph 300(r) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 300(r) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

300(s). Denies the averments set forth in paragraph 300(s) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 300(s) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

301. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 301 of the Complaint, except states upon information and belief that Enron announced in March 2001 that it was terminating its agreement with Blockbuster and refers to that announcement for its contents, and states upon information and belief that Bloomberg News published an article on or about March 9, 2001 concerning Enron that contains certain statements and refers to that article for its contents.

302. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 302 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

303. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 303 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

304. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 304 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

305. Denies the averments set forth in paragraph 305 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or

information sufficient to form a belief as to the truth of the averments set forth in paragraph 305 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that in March 2001 Enron issued a press release concerning the termination of its agreement with Blockbuster and refers to that document for its contents, states upon information and belief that, at various times, analysts issued reports concerning Enron and refers to those reports for their contents, states upon information and belief that Enron entered into certain transactions that included terms that related to Enron's stock price, states upon information and belief that Andersen provided professional services to Enron at various times, states upon information and belief that V & E provided legal services to Enron at various times, and refers to the public record for the per share price of Enron stock on March 22, 2001.

306. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 306 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

307. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 307 of the Complaint, except states upon information and belief that Bloomberg News published an article on or about March 22, 2001 concerning Enron that contains certain statements and refers to that article for its contents.

308. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 308 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

309. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 309 of the Complaint, except admits that it was Enron's practice to hold periodic conference calls for analysts and investors.

310. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 310 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

311. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 311 of the Complaint.

312. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 312 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

313. Denies the averments set forth in paragraph 313 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 313 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the public record for the per share price of Enron stock on March 22, 2001, states upon information and belief that Enron entered into certain transactions that included terms related to Enron's stock price, states upon information

and belief that Andersen provided professional services to Enron at various times, and states upon information and belief that V & E provided legal services to Enron at various times.

314. Denies the averments set forth in paragraph 314 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 314 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at various times, Enron made and issued statements relating to its businesses and refers to those statements for their contents, and states upon information and belief that, at various times, analysts issued reports concerning Enron and refers to those reports for their contents.

315. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 315 of the Complaint, except states upon information and belief that Enron issued a press release on or about April 3, 2001 and refers to that document for its contents.

316. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 316 of the Complaint, except states upon information and belief that Enron reported its financial results for the first quarter of 2001 on or about April 17, 2001 and refers to that report for its contents.

317. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 317 of the Complaint, except admits that it was Enron's practice to hold conference calls with analysts and investors to

discuss quarterly results, and admits that it was Enron's practice to hold periodic conferences for analysts.

318. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 318 of the Complaint, except states upon information and belief that Defendant Skilling was interviewed on CNNfn on or about April 17, 2001 and refers to the transcript of that interview for its contents.

319. Denies the averments set forth in paragraph 319 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about April 17, 2001 relating to Enron that contains certain statements and refers to that report for its contents.

320. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 320 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

321. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 321 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

322. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 322 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

323. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 323 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

324. Denies the averments set forth in paragraph 324 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 324 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, and refers to the public record for the per share price of Enron stock at the end of April 2001, on May 8-9, 2001 and on May 17, 2001.

325. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 325 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

326. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 326 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

327. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 327 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

328. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 328 of the Complaint, except states upon information and belief that Enron reported its financial results for the second quarter of 2001 on or about July 12, 2001, and refers to that report for its contents.

329. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 329 of the Complaint, except admits that it was Enron's practice to hold conference calls with analysts and investors to discuss quarterly results, and admits that it was Enron's practice to hold periodic conferences for analysts.

330. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 330 of the Complaint, except states upon information and belief that Bloomberg News published an article on or about July 12, 2001 concerning Enron that contains certain statements and refers to that article for its contents.

331. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 331 of the Complaint, except states upon information and belief that Defendant Skilling was interviewed on CNNfn "Market Call" on or about July 12, 2001 and refers to the transcript of that interview for its contents.

332. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 332 of the Complaint, except

states upon information and belief that Defendant Skilling was interviewed on CNNfn “The Money Gang” on or about July 12, 2001 and refers to the transcript of that interview for its contents.

333. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 333 of the Complaint.

334. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 334 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

335. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 335 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

336. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 336 of the Complaint, except states upon information and belief that Enron filed a Form S-3 on or about July 18, 2001 and refers to that document for its contents.

337. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 337 of the Complaint, except states upon information and belief that Bloomberg News published an article on or about July 25, 2001 concerning Enron that contains certain statements and refers to that article for its contents.

338. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 338 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

339. Denies the averments set forth in paragraph 339 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(a). Denies the averments set forth in paragraph 339(a) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(a) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(b). Denies the averments set forth in paragraph 339(b) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(b) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(c). Denies the averments set forth in paragraph 339(c) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 339(c) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(d). Denies the averments set forth in paragraph 339(d) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(d) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(e). Denies the averments set forth in paragraph 339(e) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(e) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(e)(i). Denies the averments set forth in paragraph 339(e)(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(e)(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(e)(ii). Denies the averments set forth in paragraph 339(e)(ii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(e)(ii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(f). Denies the averments set forth in paragraph 339(f) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(f) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(g). Denies the averments set forth in paragraph 339(g) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(g) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(g)(i). Denies the averments set forth in paragraph 339(g)(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(g)(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that EES sold energy to commercial customers at certain times.

339(g)(ii). Denies the averments set forth in paragraph 339(g)(ii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(g)(ii) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at certain times, EES entered into so-called DSM contracts.

339(g)(iii). Denies the averments set forth in paragraph 339(g)(iii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(g)(iii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(g)(iv). Denies the averments set forth in paragraph 339(g)(iv) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(g)(iv) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron issued a press release in February 2001 concerning a transaction with Eli Lilly and refers to that document for its contents.

339(h). Denies the averments set forth in paragraph 339(h) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(h) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that the EIN was part of Enron Broadband Services, and states upon information and belief that Enron acquired a company known as Modulus.

339(i). Denies the averments set forth in paragraph 339(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(i) of the Complaint to the extent they are asserted against persons or

entities other than CSFB, except states upon information and belief that Enron entered into a transaction with LJM2 relating to fiber strands.

339(j). Denies the averments set forth in paragraph 339(j) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(j) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(j)(i). Denies the averments set forth in paragraph 339(j)(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(j)(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that in 2000 Enron entered into a transaction with LJM2 relating to fiber strands.

339(j)(ii). Denies the averments set forth in paragraph 339(j)(ii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(j)(ii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(j)(iii). Denies the averments set forth in paragraph 339(j)(iii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(j)(iii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(j)(iv). Denies the averments set forth in paragraph 339(j)(iv) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(j)(iv) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(k). Denies the averments set forth in paragraph 339(k) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(k) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(l). Denies the averments set forth in paragraph 339(l) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(l) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(m). Denies the averments set forth in paragraph 339(m) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(m) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(n). Denies the averments set forth in paragraph 339(n) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 339(n) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(n)(i). Denies the averments set forth in paragraph 339(n)(i) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(n)(i) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(n)(ii). Denies the averments set forth in paragraph 339(n)(ii) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(n)(ii) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(o). Denies the averments set forth in paragraph 339(o) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(o) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron announced in March 2001 that it was terminating its agreement with Blockbuster and refers to that announcement for its contents.

339(p). Denies the averments set forth in paragraph 339(p) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 339(p) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(q). Denies the averments set forth in paragraph 339(q) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(q) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(r). Denies the averments set forth in paragraph 339(r) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(r) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

339(s). Denies the averments set forth in paragraph 339(s) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 339(s) of the Complaint to the extent they are asserted against persons or entities other than CSFB.

340. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 340 of the Complaint, except states upon information and belief that Sherron Watkins authored a letter to Defendant Lay in August 2001 and refers to that letter for its contents.

341. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 341 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

342. Denies the averments set forth in paragraph 342 to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 342 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at various times, Enron entered into certain transactions that included terms that related to Enron's stock price, states upon information and belief that Defendant Skilling resigned from Enron in August 2001, states upon information and belief that Enron issued a press release on or about August 14, 2001 stating that Defendant Skilling was resigning from Enron for personal reasons, and refers to the public record for the per share price of Enron stock in late July 2001 and on August 9, 2001 and August 29, 2001.

343. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 343 of the Complaint, except states upon information and belief that Enron announced on or about August 14, 2001 that Defendant Skilling was resigning from Enron for personal reasons.

344. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 344 of the Complaint, except states upon information and belief that Enron held a conference call relating to Skilling's resignation on or about August 14, 2001.

345. Denies the averments set forth in paragraph 345 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or

about August 15, 2001 relating to Enron that contains certain statements and refers to that report for its contents.

346. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 346 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

347. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 347 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

348. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 348 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

349. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 349 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

350. Denies the averments set forth in paragraph 350 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 350 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at various times,

analysts issued reports relating to Enron and refers to those reports for their contents, and refers to the public record for the per share price on Enron stock on August 14-15, 2001.

351. Denies the averments set forth in paragraph 351 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 351 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

352. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 352 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

353. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 353 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

354. Denies the averments set forth in paragraph 354 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about August 17, 2001 relating to Enron that contains certain statements and refers to that report for its contents.

355. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 355 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

356. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 356 of the Complaint, except states upon information and belief that Bloomberg News published an article on or about August 28, 2001 concerning Enron that contains certain statements and refers to that article for its contents.

357. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 357 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

358. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 358 of the Complaint.

359. Denies the averments set forth in paragraph 359 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 359 of the Complaint to the extent they are asserted against person or entities other than CSFB.

360. Denies the averments set forth in paragraph 360 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 360 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, refers to the public record for the per share price of Enron stock during August and

September 2001, and states upon information and belief that, at various times, Enron entered into transactions that included terms that related to Enron's stock price.

361. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 361 of the Complaint, except refers to the public record for the per share price of Enron stock during late September 2001, states upon information and belief that, at various times, Enron entered into transactions that included terms that related to Enron's stock price, states upon information and belief that Andersen provided professional services to Enron at various times, and states upon information and belief that V & E provided legal services to Enron at various times.

362. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 362 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

363. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 363 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

364. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 364 of the Complaint, except states upon information and belief that Enron issued a press release on or about October 16, 2001 and refers to that document for its contents.

365. Denies the averments set forth in paragraph 365 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 365 of the Complaint to the extent they are asserted against person or entities other than CSFB, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

366. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 366 of the Complaint, except admits that it was Enron's practice to hold conference calls for analysts and investors to discuss quarterly results, and admits that Enron held a conference call relating to its 2001 third quarter results on or about October 16, 2001.

367. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 367 of the Complaint, except states upon information and belief that Bloomberg News published an article concerning Enron on or about October 16, 2001 that contains certain statements and refers to that article for its contents.

368. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 368 of the Complaint, except states upon information and belief that Defendant Lay appeared on CNNfn on or about October 16, 2001 and refers to the transcript of that program for its contents.

369. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 369 of the Complaint, except

states upon information and belief that Defendant Lay was interviewed on CNBC on or about October 16, 2001 and refers to the transcript of that program for its contents.

370. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 370 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

371. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 371 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

372. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 372 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

373. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 373 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

374. Denies the averments set forth in paragraph 374 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about October 19, 2001 relating to Enron that contains certain statements and refers to that report for its contents.

375. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 375 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

376. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 376 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

377. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 377 of the Complaint, except admits that it was Enron's practice to hold periodic conference calls with analysts and investors.

378. Denies the averments set forth in paragraph 378 of the Complaint, except admits that a Credit Suisse First Boston Corporation analyst issued a report on or about October 23, 2001 relating to Enron that contains certain statements and refers to that report for its contents.

379. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 379 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

380. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 380 of the Complaint, except

states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

381. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 381 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

382. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 382 of the Complaint, except states upon information and belief that Enron issued a press release on or about October 25, 2001 and refers to that document for its contents.

383. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 383 of the Complaint, except states upon information and belief that Enron issued a press release on or about November 1, 2001 and refers to that document for its contents.

384. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 384 of the Complaint, except states upon information and belief that Enron issued a report in November 2001 restating certain financial results and refers to that report for its contents.

385. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 385 of the Complaint, except states upon information and belief that, at various times, Enron reported its financial results for the third quarter of 2000 through the third quarter of 2001 and refers to those reports for their contents.

386. Denies the averments set forth in paragraph 386 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 386 of the Complaint to the extent they are asserted against person or entities other than CSFB.

387. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 387 of the Complaint, except states upon information and belief that in October and November 2001 Enron was engaged in merger discussions with Dynegy, and states upon information and belief that Enron issued a report in November 2001 restating certain financial results and refers to that report for its contents.

388. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 388 of the Complaint, except admits that it was Enron's practice to hold periodic conference calls for analysts.

389. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 389 of the Complaint, except states upon information and belief that in November 2001 Enron was engaged in merger discussions with Dynegy.

390. Denies the averments set forth in paragraph 390 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 390 of the Complaint to the extent they are asserted against person or entities other than CSFB.

391. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 391 of the Complaint, except states upon information and belief that Enron and Dynegy engaged in merger negotiations that subsequently ceased, admits that Enron filed for bankruptcy on or about December 2, 2001, and refers to the public record for the rating of Enron's publicly traded debt on November 28, 2001 and the value of Enron's common stock, preferred stock and publicly traded debt securities at various times.

392. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 392 of the Complaint, except admits that various committees of Congress commenced investigations into Enron.

393. Denies the averments set forth in paragraph 393 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 393 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

394. Denies the averments set forth in paragraph 394 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 394 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that CSFB LLC and DLJ provided investment banking services to Enron and received fees in connection with those services.

395. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 395 of the Complaint.

396. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 396 of the Complaint.

397. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 397 of the Complaint.

398. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 398 of the Complaint.

399. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 399 of the Complaint.

400. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 400 of the Complaint.

401. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 401 of the Complaint.

402. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 402 of the Complaint

403. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 403 of the Complaint.

404. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 404 of the Complaint.

405. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 405 of the Complaint.

406. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 406 of the Complaint, except admits that Plaintiffs purport to have hired Dr. Scott D. Hakala to analyze the timing of

option exercises and stock sales by Enron insiders, and admits that Plaintiffs purport to incorporate the contents of Dr. Hakala's declaration attached to the Consolidated Complaint filed April 8, 2002 into the Complaint.

407. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 407 of the Complaint.

408. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 408 of the Complaint.

409. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 409 of the Complaint.

410. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 410 of the Complaint.

411. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 411 of the Complaint.

412. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 412 of the Complaint.

413. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 413 of the Complaint.

414. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 414 of the Complaint.

415. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 415 of the Complaint.

416. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 416 of the Complaint.

417. Denies the averments set forth in paragraph 417 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 417 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

418. Denies the averments set forth in paragraph 418 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 418 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the published accounting literature for its contents.

419. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 419 of the Complaint, except states upon information and belief that Enron restated its year end financial results for 1997-2000 and restated its quarterly financial statements for certain periods between 1997-2001.

420. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 420 of the Complaint, except states upon information and belief that Enron issued a report in November 2001 restating certain of its financial results and refers to that report for their contents.

421. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 421 of the Complaint, except states upon information and belief that Enron issued a report in November 2001 restating certain of its financial results and refers to that report for its contents.

422. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 422 of the Complaint, except refers to the website at the address of Accounting Malpractice.com for its contents.

423. Denies the averments set forth in paragraph 423 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 423 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

424. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 424 of the Complaint, except states upon information and belief that Enron reported its financial results for the period 1997-2001 and refers to those documents for their contents.

425. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 425 of the Complaint, except states upon information and belief that Enron reported its financial results at various times in press releases and SEC filings and refers to those documents for their contents.

426. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 426 of the Complaint, except refers to the published accounting literature for its contents.

427. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 427 of the Complaint, except refers to Regulation S-X for its contents.

428. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 428 of the Complaint, except refers to §13(b)(2) of the 1934 Act for its contents.

429. Denies the averments set forth in paragraph 429 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 429 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the published accounting literature for its contents.

430. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 430 of the Complaint, except refers to ARB No. 51 for its contents.

431. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 431 of the Complaint, except refers to SFAS No. 94 for its contents.

432. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 432 of the Complaint, except refers to SFAS No. 125 for its contents.

433. Denies the averments set forth in paragraph 433 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 433 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to SFAS No. 125, EITF No. 90-15, EITF Topic No. D-14 and EITF Issue No. 96-21 for their contents.

434. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 434 of the Complaint, except states upon information and belief that the Wall Street Journal published an article on or about November 8, 2001 concerning Enron that contains certain statements and refers to that article for its contents.

435. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 435 of the Complaint, except states upon information and belief that Enron restated certain of its financial results and included the results of Chewco in its restated consolidated results.

436. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 436 of the Complaint, except states that upon information and belief that, at certain times, Enron was a partner in a joint venture known as JEDI, and states upon information and belief that V & E provided legal services to Enron at various times.

437. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 437 of the Complaint.

438. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 438 of the Complaint.

439. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 439 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

440. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 440 of the Complaint, except refers to EITF No. 90-15 and EITF Topic No. D-14 for their contents.

441. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 441 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

442. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 442 of the Complaint.

443. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 443 of the Complaint, except refers to the published accounting literature for its contents.

444. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 444 of the Complaint, except refers to FASB Statement of Concepts No. 5 for its contents, and states upon information and belief that Enron issued reports relating to its financial results at various times in press releases and SEC filings and refers to those documents for their contents.

445. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 445 of the Complaint, except refers to APB No. 9 and ARB No. 43 for their contents.

446. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 446 of the Complaint.

447. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 447 of the Complaint, except states upon information and belief that Enron issued a report in November 2001 restating certain of its financial results and refers to that report for its contents.

448. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 448 of the Complaint, except admits that LJM Partners, LLC formed the LJM1 partnership in June 1999, admits that LJM2 was formed in 1999, admits that Defendant Fastow was the managing member of the general partner of LJM1 and the managing member of the general partner of the general partner of LJM2, and states upon information and belief that Enron entered into various transactions with LJM1 and LJM2.

449. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 449 of the Complaint, except admits that, at various times, one or more employees of Enron served as the managing member of the general partner of LJM1 and the managing member of the general partner of the general partner of LJM2.

450. Denies the averments set forth in paragraph 450 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 450 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron issued a report in November 2001 restating certain financial results and refers to that report for its contents.

451. Denies the averments set forth in paragraph 451 of the Complaint, except admits that CSFB was advised that Defendant Fastow's involvement with LJM1 was approved by the Enron board, admits that ERNB Ltd. made an initial investment of \$7.5 million in LJM1 as a limited partner, states upon information and belief that Campsie Ltd., an affiliate of Greenwich Natwest, made an initial investment of \$7.5 million in LJM1 as a limited partner, states upon information and belief that Enron engaged in various transactions with LJM1, and states upon information and belief that Enron transferred shares of restricted Enron stock to LJM1 in connection with a transaction with LJM1.

452. Admits the averments set forth in paragraph 452 of the Complaint.

453. Denies the averments set forth in paragraph 453 of the Complaint, except states upon information and belief that Enron entered into a transaction with LJM1 to hedge Enron's position in Rhythms stock, states upon information and belief that in March 1998 Enron invested \$10 million in 5.2 million restricted shares of Rhythms, a service provider of high-speed networking solutions, states upon information and belief that on or about April 7, 1999, Rhythms conducted an initial public offering of its stock at \$21 per share, and refers to the public record for the value of Rhythms shares at various times and for the per share price of Rhythms stock at the close of business on its first trading day.

454. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 454 of the Complaint, except states upon information and belief that Enron hedged its position in Rhythms stock, and refers to APB No. 9 for its contents.

455. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 455 of the Complaint, except admits that CSFB LLC understood that LJM1 was formed on or about June 30, 1999, states upon information and belief that on or about June 30, 1999, Enron entered into a transaction with LJM1 to hedge Enron's position in Rhythms stock, admits that at formation LJM1 owned 6,755,394 (post-split) shares of Enron stock of which 3,205,128 shares were then contributed to a wholly-owned subsidiary of LJM1, LJM Swap Sub, L.P. ("Swap Sub"), states upon information and belief that the shares transferred to Swap Sub served as collateral for a put option on 5.2 million shares of Rhythms stock transferred to Enron from Swap Sub, and refers to the public record for the value of Enron stock at various times.

456. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 456 of the Complaint, except states upon information and belief that Enron entered into a transaction with LJM1 to hedge Enron's position in Rhythms stock, and states upon information and belief that as part of that transaction Enron transferred Enron shares to LJM1 to serve as collateral for a put option on 5.2 million Rhythms shares transferred to Enron by Swap Sub.

457. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 457 of the Complaint, except refers to the public record for the value of Rhythms stock at various times.

458. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 458 of the Complaint, except refers to the public record for the value of Rhythms stock at various times.

459. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 459 of the Complaint.

460. Denies the averments set forth in paragraph 460 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 460 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Defendant Fastow formed LJM2 in late 1999, admits that, at certain times, Defendant Fastow was the managing member of the general partner of the general partner of LJM2, admits that Merchant Capital and FIP III were two of the approximately 50 limited partners of LJM2, states upon information and belief that J.P. Morgan and/or its executives, and Citigroup were also among the approximately 50 limited partners in LJM2, and states upon information and belief that Merrill Lynch and J.P. Morgan participated in credit facilities for LJM2.

461. Denies the averments set forth in paragraph 461 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 461 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that there is a Private Placement Memorandum relating to LJM2 and refers to that document for its contents, admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, and states upon information and belief that, at various times, Kirkland & Ellis provided legal services to LJM2.

462. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 462 of the Complaint, except states upon information and belief that LJM2 entered into transactions with certain SPEs known as Raptors, and refers to APB No. 9 and ARB No. 43 for their contents.

463. States that it lacks knowledge or information sufficient to form a belief concerning the truth of the averments in paragraph 463 of the Complaint.

464. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 464 of the Complaint, except states upon information and belief that Enron issued a report restating certain financial results and refers to that report for its contents.

465. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 465 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times, and states upon information and belief that V & E provided legal services to Enron at various times.

466. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 466 of the Complaint, except states upon information and belief that Enron entered into certain transactions with LJM1 and LJM2 between September 1999 and July 2001.

467. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 467 of the Complaint, except states upon information and belief that in September 1999, Enron entered into a transaction with LJM1 whereby LJM1 purchased a 13% stake in EPE-Empresa Productora

de Energia Ltda and Enron do Brazil Holdings Limited (“Cuiaba”) for approximately \$11.3 million, and states upon information and belief that in August 2001 LJM1 divested its investment in Cuiaba for \$14,464,315.

468. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 468 of the Complaint, except refers to the published accounting literature for its contents.

469. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 469 of the Complaint, except states upon information and belief that LJM2 invested in an interest in certain collateralized loan obligations on or about December 22, 1999.

470. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 470 of the Complaint.

471. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 471 of the Complaint, except states upon information and belief that LJM2 invested in a 75% interest in the Nowa Sarzyna power plant on or about December 21, 1999 and received a return on its investment in March 2000.

472. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 472 of the Complaint, except states upon information and belief that LJM2 invested in a 90% equity interest in MEGS, LLC on or about December 29, 1999 and received a return in March 2000.

473. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 473 of the Complaint, except states upon information and belief that LJM2 purchased certain certificates in Yosemite.

474. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 474 of the Complaint, except states upon information and belief that on or about December 29, 1999, LJM2 signed a letter of understanding relating to the Yosemite certificates, and that the transaction was consummated on or about February 28, 2000.

475. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 475 of the Complaint, except states upon information and belief that LJM2 purchased certain fiber strands from Enron in a transaction known as Backbone, and states upon information and belief that EBS agreed to market the assets to third parties on LJM2's behalf.

476. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 476 of the Complaint, except states upon information and belief that LJM1 invested in certain SPEs, and states upon information and belief that LJM2 invested in Cortez, Rawhide Investors, LLC, Margaux Trust, JGB Trust and LAB Trust.

477. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 477 of the Complaint, except states upon information and belief that the entity known as Raptor I was formed on or about April 18, 2000, states upon information and belief that LJM2 invested \$29,500,000

in Raptor I, and states upon information and belief that Enron entered into certain transactions with Raptor I.

478. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 478 of the Complaint, except refers to the published accounting literature for its contents.

479. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 479 of the Complaint, except states upon information and belief that Enron settled a put option with LJM2 in connection with the Raptor I transaction, and states upon information and belief that LJM2 received a return of approximately \$41 million as a result of its investment in Raptor I.

480. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 480 of the Complaint, except refers to the public record for the per share price of Avici stock on August 3, 2000, and September 30, 2000.

481. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 481 of the Complaint, except refers to the published accounting literature for its contents.

482. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 482 of the Complaint, except states upon information and belief that Enron created and entered into transactions with certain SPEs known as Raptor II and Raptor IV, and states upon information and belief

that Raptor II and Raptor IV were established for the purpose of engaging in derivative transactions with Enron.

483. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 483 of the Complaint, except states upon information and belief that LJM2 received approximately \$41 million as a result of settling its position in Raptor II, states upon information and belief that LJM2 received approximately \$41 million as a result of settling its position in Raptor IV, and states upon information and belief that Enron settled put options with LJM2 in connection with the Raptor II and Raptor IV transactions.

484. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 484 of the Complaint.

485. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 485 of the Complaint, except states upon information and belief that Raptor/TNPC (“Raptor III”) held warrants in NewPower, admits that NewPower conducted an initial public offering in October 2000, and refers to the public record for the per share price of NewPower stock at various times.

486. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 486 of the Complaint, except admits that NewPower conducted an initial public offering in October 2000 and refers to the public record for the per share price of NewPower stock in November 2000.

487. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 487 of the Complaint, except

admits that NewPower was formed by Enron as a provider of electricity and natural gas to residential and small commercial customers in the United States, and admits that NewPower conducted an initial public offering in October 2000.

488. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 488 of the Complaint, except admits that NewPower conducted an initial public offering in October 2000 at \$21 per share, refers to the public record for the per share price of NewPower stock at various times, and states upon information and belief that LJM2 received a return of approximately \$39.5 million as a result of its investment in Raptor III.

489. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 489 of the Complaint, except states upon information and belief that, as of November 2000, Enron had entered into certain transactions with entities known as Raptor I, Raptor II and Raptor III.

490. Denies the averments set forth in paragraph 490 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 490 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

491. Denies the averments set forth in paragraph 491 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 491 of the Complaint to the extent they are asserted against persons or entities other than CSFB, and refers to the published accounting literature for its contents.

492. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 492 of the Complaint, except states upon information and belief that Enron entered into certain transactions with entities known as Raptor II and Raptor IV, and refers to the published accounting literature for its contents.

493. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 493 of the Complaint, except states upon information and belief that Enron entered into certain transactions with entities known as Raptor I (Talon), Raptor II (Timberwolf) and Raptor IV (Bobcat), states upon information and belief that Enron filed quarterly reports for the second, third and fourth quarters of 2000 and refers to those documents for their contents, and refers to EITF No. 85-1 for its contents.

494. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 494 of the Complaint, except states upon information and belief that Enron entered into certain transactions with entities known as Raptor I, Raptor II, Raptor III and Raptor IV, states upon information and belief that Enron filed a report restating certain of its financial results and refers to that report for its contents, and refers to the published accounting literature for its contents.

495. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 495 of the Complaint, except states upon information and belief that Enron acquired LJM2's equity in the Raptor entities for approximately \$35 million in the third quarter of 2001.

496. Denies the averments set forth in paragraph 496 of the Complaint to the extent they are asserted CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 496 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

496(a). Denies the averments set forth in paragraph 496(a) of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 496(a) of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that DLJ provided investment banking services to Enron in connection with the Firefly transaction.

496(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 496(b) of the Complaint.

497. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 497 of the Complaint, except states upon information and belief that Enron entered into certain structured transactions with the Osprey Trust and Marlin Trust and states upon information and belief that the Osprey Trust was an investor in Whitewing; CSFB further states upon information and belief that neither Osprey nor Marlin was consolidated in connection with Enron's various restatements and that the default provisions on the Marlin and Osprey notes were triggered on November 28, 2001 after Enron's debt was downgraded.

498. Denies the averments set forth in paragraph 498 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 498 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that DLJ participated in structuring certain transactions that involved the Osprey Trust, and states upon information and belief that Enron entered into certain transactions during 2000 with the Osprey Trust; CSFB further states upon information and belief that Osprey was not consolidated in connection with Enron's various restatements and that the default provisions on the Osprey notes were triggered on November 28, 2001 after Enron's debt was downgraded.

499. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 499 of the Complaint, except states upon information and belief that Osprey was created to fund (on a blind pool basis) future acquisitions of energy assets through its joint ownership with Enron of Whitewing LP.

500. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 500 of the Complaint.

501. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 501 of the Complaint, except refers to SFAS No. 125 for its contents.

502. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 502 of the Complaint, except refers to SFAS No. 125 for its contents, and admits that there is an Offering Memorandum for Osprey Trust's and Osprey I, Inc.'s offering in September 1999 ("Osprey I Offering Memorandum") and refers to that document for its contents.

503. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 503 of the Complaint, except refers to SFAS No. 125 for its contents, and refers to the Osprey I Offering Memorandum for its contents.

504. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 504 of the Complaint, except refers to SFAS No. 125 for its contents, and refers to the Osprey I Offering Memorandum for its contents.

505. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 505 of the Complaint.

506. Denies the averments set forth in paragraph 506 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 506 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the published accounting literature for its contents.

507. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 507 of the Complaint, except refers to SFAS No. 57 for its contents.

508. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 508 of the Complaint, except refers to SEC Regulation S-K for its contents.

509. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 509 of the Complaint, except refers to Statement of Financial Accounting Concepts 1 and 2 for their contents.

510. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 510 of the Complaint, except states upon information and belief that Enron filed Form 10-Ks for the years 1997, 1998 and 2000 and refers to those documents for their contents, and refers to SFAS No. 57 for its contents.

511. Denies the averments set forth in paragraph 511 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 511 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to Regulation S-K for its contents.

512. Denies the averments set forth in paragraph 512 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 512 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron filed proxy statements in 2000 and 2001 (including a proxy statement filed in May 2000) and refers to those documents for their contents.

513. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 513 of the Complaint, except states upon information and belief that Enron filed a proxy statement in May 2000 and

filed Form 10-Qs for the second and third quarters of 1999 and a Form 10-K for year end 1999 and refers to those documents for their contents.

514. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 514 of the Complaint, except states upon information and belief that Enron filed a Form 10-Q for the second quarter of 2000 and refers to that document for its contents, and states upon information and belief that Enron reported its financial results at various times subsequent to the second quarter of 2000 and refers to those reports for their contents.

515. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 515 of the Complaint, except states upon information and belief that Enron filed Form 10-Qs for the second and third quarters of 1999 and the first quarter of 2000 and refers to those documents for their contents.

516. Denies the averments set forth in paragraph 516 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 516 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

517. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 517 of the Complaint, except refers to SAB No. 99 for its contents.

518. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 518 of the Complaint, except refers to APB No. 20 and SAB No. 99 for their contents.

519. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 519 of the Complaint, except refers to the website at the address of Accounting Malpractice.com for its contents.

520. Denies the averments set forth in paragraph 520 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 520 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at various times, EBS laid fiber optic cable, and states upon information and belief that Enron entered into a transaction with LJM2 relating to fiber strands.

521. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 521 of the Complaint, except states upon information and belief that Enron reported quarterly results for the fourth quarter of 2000 and the first quarter of 2001 and refers to those reports for their contents, states upon information and belief that in July 2000 Enron announced an agreement with Blockbuster to deliver Blockbuster entertainment service over the EIN and refers to that announcement for its contents, and states upon information and belief that Enron formed an entity known as EBS Content Systems LLC.

522. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 522 of the Complaint.

523. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 523 of the Complaint

524. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 524 of the Complaint, except states upon information and belief that trial service relating to Enron's agreement with Blockbuster was operating in four cities at the end of 2000.

525. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 525 of the Complaint, except refers to FASB Statement of Concepts No. 5 for its contents.

526. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 526 of the Complaint, except states upon information and belief that Enron announced in March 2001 that it had terminated its agreement with Blockbuster.

527. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 527 of the Complaint.

528. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 528 of the Complaint.

529. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 529 of the Complaint.

530. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 530 of the Complaint, except states upon information and belief that The New York Times published an article on or

about March 29, 2002 concerning Enron that contains certain statements and refers to that article for its contents.

531. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 531 of the Complaint, except states upon information and belief that LJM2 and EBS entered into a transaction in June 2000 whereby LJM2 purchased the right to use certain fiber strands for approximately \$30 million cash and approximately \$70 million in notes.

532. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 532 of the Complaint.

533. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 533 of the Complaint.

534. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 534 of the Complaint, except refers to EITF No. 98-10 for its contents.

535. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 535 of the Complaint.

536. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 536 of the Complaint.

537. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 537 of the Complaint.

538. Denies the averments set forth in paragraph 538 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 538 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

539. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 539 of the Complaint, except states upon information and belief that, at certain times, Enron entered into transactions with LJM1, LJM2 and certain SPEs known as Raptors.

540. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 540 of the Complaint.

541. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 541 of the Complaint, except states upon information and belief that on or about February 26, 2001, Enron announced an agreement between Eli Lilly and EES and refers to that announcement for its contents.

542. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 542 of the Complaint, except states upon information and belief that The Washington Post published an article on or about February 18, 2002 that contains certain statements and refers to that article for its contents.

543. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 543 of the Complaint.

544. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 544 of the Complaint.

545. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 545 of the Complaint, except refers to the published accounting literature for its contents.

546. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 546 of the Complaint.

547. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 547 of the Complaint, except refers to the published accounting literature for its contents.

548. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 548 of the Complaint.

549. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 549 of the Complaint.

550. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 550 of the Complaint, except states upon information and belief that Fortune published an article in March 2001 concerning Enron that contains certain statements and refers to that article for its contents.

551. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 551 of the Complaint.

552. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 552 of the Complaint, except refers to SFAS No. 115 for its contents.

553. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 553 of the Complaint, except refers to SFAS No. 115 for its contents.

554. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 554 of the Complaint.

555. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 555 of the Complaint, except refers to SFAS No. 115 for its contents.

556. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 556 of the Complaint.

557. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 557 of the Complaint, except states upon information and belief that EES entered into an energy management agreement with The Quaker Oats Company (“Quaker Oats”) covering fifteen Quaker Oats facilities in the United States.

558. Denies the averments set forth in paragraph 558 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 558 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

559. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 559 of the Complaint.

560. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 560 of the Complaint.

561. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 561 of the Complaint.

562. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 562 of the Complaint.

563. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 563 of the Complaint, except states upon information and belief that the United States District Court for the Southern District of New York issued an opinion in March 2002 in J.P. Morgan Chase Bank v. Liberty Mutual Insurance Co. and refers to that opinion for its contents.

564. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 564 of the Complaint, except states upon information and belief that The New York Times published an article on or about February 19, 2002 concerning Enron that contains certain statements and refers to that article for its contents.

565. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 565 of the Complaint.

566. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 566 of the Complaint.

567. Denies the averments set forth in paragraph 567 of the Complaint, except admits that in December 2000 Credit Suisse First Boston International participated in a \$150 million oil swap transaction with Enron North America Corp., and states upon

information and belief that The New York Times published an article on or about February 17, 2002 concerning Enron and refers to that article for its contents.

568. Denies the averments set forth in paragraph 568 of the Complaint to the extent they are asserted against CSFB, states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 568 of the Complaint to the extent they are asserted against person or entities other than CSFB.

569. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 569 of the Complaint.

570. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 570 of the Complaint, except states upon information and belief that The New York Times published an article on or about February 22, 2002 concerning Enron that contains certain statements and refers to that article for its contents.

571. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 571 of the Complaint.

572. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 572 of the Complaint.

573. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 573 of the Complaint, except states upon information and belief that Enron filed financial statements for the quarters ended March 31, 2001, June 30, 2001 and September 30, 2001 and refers to those documents for their contents.

574. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 574 of the Complaint, except refers to FASB Statement of Concepts No. 2 for its contents.

575. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 575 of the Complaint, except refers to the published accounting literature for its contents.

576. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 576 of the Complaint, except refers to the published accounting literature for its contents.

577. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 577 of the Complaint.

578. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 578 of the Complaint, except refers to ARB No. 45 for its contents.

579. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 579 of the Complaint.

580. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 580 of the Complaint.

581. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 581 of the Complaint, except states upon information and belief that Enron filed financial statements for the first quarter of 1999 and refers to those documents for their contents, and refers to Statement of Position (“SOP”) 98-5 for its contents.

582. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 582 of the Complaint, except refers to SOP 98-5 for its contents.

583. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 583 of the Complaint.

584. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 584 of the Complaint, except refers to SFAS No. 121 for its contents.

585. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 585 of the Complaint, except refers to SFAS No. 115 for its contents.

586. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 586 of the Complaint.

587. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 587 of the Complaint, except refers to SFAS No. 121 for its contents.

588. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 588 of the Complaint, except admits that Enron issued a press release on or about October 16, 2001 and refers to that document for its contents.

589. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 589 of the Complaint.

590. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 590 of the Complaint except states upon information and belief that Enron (through Azurix Europe) acquired Wessex Water in 1998, states upon information and belief that, at certain times, Defendant Mark-Jusbasche served as CEO of Azurix, states upon information and belief that Azurix's business plan included acquiring, operating and managing water and wastewater assets, admits that approximately one third of Azurix was sold in an initial public offering in 1999, admits that Bank of America and Deutsche Bank underwrote this partial IPO, and refers to the public record for the value of Azurix stock at various times.

591. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 591 of the Complaint, except states upon information and belief that Defendant Mark-Jusbasche left Azurix in 2000, states upon information and belief that Enron filed financial statements for the fourth quarter of 2000 and refers to those documents for their contents, and states upon information and belief that Enron took Azurix private in March 2001.

592. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 592 of the Complaint, except states upon information and belief that Enron filed financial statements for the third quarter of 2001 and refers to those documents for their contents.

593. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 593 of the Complaint, except states upon information and belief that Atlantic Water Trust was formed in 1998, states upon information and belief that Atlantic Water Trust was capitalized in part by Marlin

Water Trust which was capitalized by approximately \$1 billion in debt and by approximately \$125 million in equity, and refers to the Marlin transaction documents for provisions relating to defaults under the Marlin notes.

594. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 594 of the Complaint, except refers to SFAS No. 121 for its contents.

595. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 595 of the Complaint.

596. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 596 of the Complaint.

597. Denies the averments set forth in paragraph 597 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 597 of the Complaint to the extent they are asserted against persons or entities other than CSFB, and repeats and reavers its answers to the averments set forth in paragraphs 485-488 of the Complaint.

598. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 598 of the Complaint, except states upon information and belief that Enron was involved in the construction of a power facility near Dabhol, India, and states upon information and belief that Phase I construction was suspended in 1995 and recommenced in 1996.

599. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 599 of the Complaint, except

states upon information and belief that Enron and its partners invested in building a power facility near Dabhol, and states upon information and belief that there was a dispute between Enron and the Indian government concerning Dabhol.

600. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 600 of the Complaint, except states upon information and belief that The Wall Street Journal published an article concerning Enron that contains certain statements and refers to that article for its contents.

601. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 601 of the Complaint, except states upon information and belief that Enron reported its financial results for year end 2000 and refers to that document for its contents, and refers to SFAS No. 121 for its contents.

602. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 602 of the Complaint, except admits that Enron attempted to sell its interest in the Dabhol facility.

603. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 603 of the Complaint.

604. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 604 of the Complaint.

605. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 605 of the Complaint.

606. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 606 of the Complaint, except admits that in 2000 Enron attempted to sell its interest in Elektro-Elctricidade e Servicos, S.A.

607. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 607 of the Complaint.

608. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 608 of the Complaint.

609. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 609 of the Complaint.

610. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 610 of the Complaint, except refers to APB No. 28, FASB Statement of Concepts No. 1 and FASB Statement of Concepts No. 2 for their contents.

611. Denies the averments set forth in paragraph 611 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 611 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

612. Denies the averments set forth in paragraph 612 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 612 of the Complaint to the extent they are asserted against persons or entities

other than CSFB, except states upon information and belief that Enron filed various registration statements in connection with offerings during 1998-2001 and refers to those documents for their contents.

613. Denies the averments set forth in paragraph 613 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 613 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron filed registration statements in connection with offerings in 1998 and refers to those documents for their contents, and refers to the published accounting literature for its contents.

614. Denies the averments set forth in paragraph 614 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 614 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Enron filed registration statements in connection with offerings in 1997 and refers to those documents for their contents.

615. Denies the averments set forth in paragraph 615 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 615 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron filed registration statements in connection with various offerings and refers to those documents for their contents, repeats and reavers its answers to the averments set forth in paragraphs 418

through 611, and states upon information and belief that Enron filed a report in November 2001 restating certain financial results and refers to that report for its contents.

616. Denies the averments set forth in paragraph 616 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 616 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

617. Denies the averments set forth in paragraph 617 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 617 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

618. Denies the averments set forth in paragraph 618 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 618 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron filed registration statements in connection with offerings in 2000-2001 and refers to those documents for their contents.

619. Denies the averments set forth in paragraph 619 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 619 of the Complaint to the extent they are asserted against persons or entities

other than CSFB, except states upon information and belief that, at various times, Enron entered into transactions that included terms that related to Enron's stock price.

620. Denies the averments set forth in paragraph 620 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 620 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at various times, Enron entered into certain transactions that included terms related to Enron's stock price.

621. Denies the averments set forth in paragraph 621 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 621 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron entered into certain transactions that included terms that related to Enron's stock price.

622. Denies the averments set forth in paragraph 622 of the Complaint.

623. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 623 of the Complaint.

624. Denies the averments set forth in paragraph 624 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 624 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron filed registration statements in connection with offerings in 2000-2001 and refers to those documents for

their contents, and states upon information and belief that V & E provided legal services to Enron at various times.

625. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 625 of the Complaint.

626. Denies the averments set forth in paragraph 626 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 626 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron filed registration statements in connection with offerings in 2000-2001 and refers to those documents for their contents.

627. Denies the averments set forth in paragraph 627 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 627 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron filed registration statements in connection with offerings in 2001 and refers to those documents for their contents, states upon information and belief that Enron and LJM2 engaged in transactions with certain SPEs known as Raptors, and admits that Merchant Capital and FIP III were two of the approximately 50 limited partners of LJM2.

628. Denies the averments set forth in paragraph 628 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 628 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron entered into certain transactions with LJM1, LJM2 and certain SPEs known as Raptors.

629. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 629 of the Complaint, except states upon information and belief that Enron filed registration statements in connection with offerings in 2000-2001 and refers to those documents for their contents.

630. Denies the averments set forth in paragraph 630 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 630 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the public record for the per share price of Enron stock at various times.

631. Denies the averments set forth in paragraph 631 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 631 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

632. Denies the averments set forth in paragraph 632 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 632 of the Complaint to the extent they are asserted against persons or entities

other than CSFB, except states upon information and belief that Enron defined the EIN as a network connected by pooling points.

633. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 633 of the Complaint, except states upon information and belief that Enron acquired a company known as Modulus.

634. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 634 of the Complaint.

635. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 635 of the Complaint.

636. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 636 of the Complaint, except states upon information and belief that Enron filed a Form 10-K for 2000 and refers to that document for its contents.

637. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 637 of the Complaint.

638. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 638 of the Complaint.

639. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 639 of the Complaint.

640. Denies the averments set forth in paragraph 640 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 640 of the Complaint to the extent they are asserted against persons or entities

other than CSFB, except states upon information and belief that Enron filed registration statements in connection with various offerings and refers to those documents for their contents, and states upon information and belief that Enron filed a Form 10-Q for the first quarter of 2001 and refers to that document for its contents.

641. Denies the averments set forth in paragraph 641 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron filed registration statements in connection with various offerings and refers to those documents for their contents, states upon information and belief that Enron filed Form 10-Ks for 1999 and 2000 and refers to those documents for their contents, and refers to the published accounting literature for its contents.

641.1. Denies the averments set forth in paragraph 641.1 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.1 to the extent they are asserted against persons or entities other than CSFB.

641.2. Denies the averments set forth in paragraph 641.2 of the Complaint to the extent they are asserted against CSFB and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.2 to the extent they are asserted against persons or entities other than CSFB, except admits that Donaldson, Lufkin & Jenrette Securities Corporation was an

underwriter for a September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc., admits that Credit Suisse First Boston Corporation and DLJ were underwriters for a September 2000 debt and equity offering by Osprey Trust and Osprey I, Inc., and admits that Credit Suisse First Boston Corporation was an underwriter for a debt and equity offering by Marlin Water Trust II and Marlin Water Capital Corp. II, and by way of further answer states that by the Court's March 31, 2004 Order Re: Credit Suisse Defendants' Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB.

641.3. Denies the averments set forth in paragraph 641.3 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.3 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Donaldson, Lufkin & Jenrette Securities Corporation, Deutsche Bank Alex Brown and Salomon Smith Barney were underwriters/initial purchasers for a September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc., and by way of further answer states that by the Court's March 31, 2004 Order Re: Credit Suisse Defendants' Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB.

641.4. Admits that Donaldson, Lufkin & Jenrette Securities Corporation, Deutsche Bank Alex Brown and Salomon Smith Barney were underwriters/initial purchasers for a September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc., and by way of further answer states that by the Court's March 31, 2004 Order Re:

Credit Suisse Defendants' Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB.

641.5. Admits that the Offering Memorandum for the September 16, 1999 debt offering for Osprey Trust and Osprey I, Inc. incorporated by reference certain Enron SEC filings, and refers to the Offering Memorandum and to those filings for their contents, and by way of further answer states that by the Court's March 31, 2004 Order Re: Credit Suisse Defendants' Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB.

641.6. Admits that the Offering Memorandum for the September 16, 1999 debt offering for Osprey Trust and Osprey I, Inc. contained language related to Enron's business, and refers to the Offering Memorandum for its contents, and by way of further answer states that by the Court's March 31, 2004 Order Re: Credit Suisse Defendants' Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB.

641.7. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.7 of the Complaint.

641.8. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.8 of the Complaint.

641.9. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.9 of the Complaint.

- 641.10. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.10 of the Complaint.
- 641.11. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.11 of the Complaint.
- 641.12. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.12 of the Complaint.
- 641.13. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.13 of the Complaint.
- 641.14. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.14 of the Complaint.
- 641.15. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.15 of the Complaint.
- 641.16. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.16 of the Complaint.
- 641.17. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.17 of the Complaint.
- 641.18. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.18 of the Complaint.
- 641.19. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.19 of the Complaint.
- 641.20. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.20 of the Complaint.

641.21. Denies the averments set forth in paragraph 641.21 of the Complaint to the extent they are asserted against CSFB and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.21 to the extent they are asserted against persons or entities other than CSFB, except admits that Credit Suisse First Boston Corporation, Donaldson, Lufkin & Jenrette Securities Corporation, Deutsche Banc Alex. Brown and Lehman Brothers were underwriters for a September 2000 debt and equity offering by Osprey Trust and Osprey I, Inc.

641.22. Admits that Credit Suisse First Boston Corporation, Donaldson, Lufkin & Jenrette Securities Corporation, Deutsche Banc Alex. Brown and Lehman Brothers were underwriters for a September 2000 debt and equity offering by Osprey Trust and Osprey I, Inc.

641.23. Admits that the Offering Memorandum for the September 28, 2000 debt offering for Osprey Trust and Osprey I, Inc. incorporated by reference certain Enron SEC filings, and refers to the Offering Memorandum and to those filings for their contents.

641.24. Admits that the Offering Memorandum for the September 28, 2000 debt offering for Osprey Trust and Osprey I, Inc. contained language related to Enron's business, and refers to the Offering Memorandum for its contents.

641.25. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.25 of the Complaint.

641.26. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.26 of the Complaint.

641.27. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.27 of the Complaint.

641.28. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.28 of the Complaint.

641.29. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.29 of the Complaint.

641.30. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.30 of the Complaint.

641.31. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.31 of the Complaint.

641.32. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.32 of the Complaint.

641.33. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.33 of the Complaint.

641.34. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.34 of the Complaint.

641.35. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.35 of the Complaint.

641.36. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.36 of the Complaint.

641.37. Denies the averments set forth in paragraph 641.37 of the Complaint to the extent they are asserted against CSFB and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 641.37 to the extent they are asserted against persons or entities other than CSFB, except admits that Credit Suisse First Boston Corporation, Deutsche Bank, Banc of America Securities Limited, JP Morgan, and CIBC World Markets were underwriters for a July 2001 debt and equity offering by Marlin Water Trust II and Marlin Water Capital Corp. II.

641.38. Admits that Credit Suisse First Boston Corporation, Deutsche Bank, Banc of America Securities Limited, JP Morgan, and CIBC World Markets were underwriters for a July 2001 debt and equity offering by Marlin Water Trust II and Marlin Water Capital Corp. II.

641.39. Admits that the Offering Memorandum for the July 12, 2001 debt offering for Marlin Water Trust II and Marlin Water Capital Corp. II incorporated by reference certain Enron SEC filings, and refers to the Offering Memorandum and to those filings for their contents.

641.40. Admits that the Offering Memorandum for the July 12, 2001 debt offering for Marlin Water Trust II and Marlin Water Capital Corp. II contained language related to Enron's business, and refers to the Offering Memorandum for its contents.

641.41. Denies the averments set forth in paragraph 641.41 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.41 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

641.42. Denies the averments set forth in paragraph 641.42 of the Complaint.

641.43. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 641.43 of the Complaint.

641.44. Denies the averments in paragraph 641.44 of the Complaint.

642. Denies the averments set forth in paragraph 642 of the Complaint, except states upon information and belief that the SEC issued an opinion in In re Richmond Corp., 41 SEC 398 (1963) and refers to that opinion for its contents, states upon information and belief that the federal court of appeals for the Second Circuit issued an opinion in Chris-Craft Indus. v. Piper Aircraft Corp., 480 F.2d 341 (2d Cir. 1973) and refers to that opinion for its contents, states upon information and belief that the federal district court for the Southern District of New York issued an opinion in Escott v. Barchris Constr. Corp., 283 F. Supp. 643 (S.D.N.Y. 1968) and refers to that opinion for its contents, and states upon information and belief that the federal district court for the Eastern District of New York issued an opinion in Feit v. Leasco Data Processing Equipment Corp., 332 F. Supp. 544 (E.D.N.Y. 1971) and refers to that opinion for its contents.

643. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 643 of the Complaint, except admits that the Glass-Steagall Act of 1933 required the separation of certain commercial and investment banking activities, admits that the Glass Steagall Act was repealed in 1999, and states upon information and belief that Business Week published an article on or about March 25, 2002 concerning the Glass-Steagall Act that contains certain statements and refers to that article for its contents, but denies the accuracy of the quoted portions of that article to the extent they relate to CSFB.

644. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 644 of the Complaint, except states upon information and belief that the Miami Herald published an article on or about March 19, 2002 concerning Enron that contains certain statements and refers to that article for its contents, but denies the accuracy of the quoted portions of that article to the extent they relate to CSFB.

645. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 645 of the Complaint, except states upon information and belief that Dow Jones News Service published an article on or about February 26, 2002 concerning Enron that contains certain statements and refers to that article for its contents, but denies the accuracy of the quoted portions of the article to the extent they relate to CSFB, and admits that Credit Suisse First Boston Corporation was an underwriter for certain Enron offerings.

646. Denies the averments set forth in paragraph 646 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 646 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at various times, Enron entered into transactions with SPEs, admits that Merrill Lynch participated in the solicitation of potential limited partners in LJM2, states upon information and belief that Andersen provided professional services to Enron at various times, states upon information and belief that V & E provided legal services to Enron at various times, admits that there is a Private Placement Memorandum relating to LJM2 that contains

certain statements and refers to that document for its contents, admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, and refers to the Third Amended and Restated Limited Partnership Agreement for a description of the LJM2 limited partners' obligations regarding capital contributions.

647. Denies the averments set forth in paragraph 647 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 647 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, states upon information and belief that LJM2 had a credit facility of approximately \$65 million with an affiliate of Defendant J.P. Morgan, states upon information and belief that LJM2 invested in certain collateralized loan obligations, the Nowa Sarzyna power plant and MEGS, LLC between December 22, 1999 and December 29, 1999, states upon information and belief that on or about December 29, 1999, LJM2 signed a letter of understanding relating to the Yosemite certificates, and that the transaction was consummated on or about February 28, 2000, and refers to the Third Amended and Restated Limited Partnership Agreement for a description of the LJM2 limited partners' obligations regarding capital contributions.

648. Denies the averments set forth in paragraph 648 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 648 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merchant Capital and FIP III were two of the

approximately 50 limited partners in LJM2, states upon information and belief that Business Week published an article on or about February 11, 2002 concerning Enron that contains certain statements and refers to that article for its contents, states upon information and belief that The New York Times published an article concerning Enron on or about February 19, 2002 that contains certain statements and refers to that article for its contents, and states upon information and belief that The Washington Post published an article concerning Enron on or about March 22, 2002 that contains certain statements and refers to that article for its contents, but denies the accuracy of the quoted portions of those articles to the extent they relate to CSFB.

649. Denies the averments set forth in paragraph 649 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 649 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, states upon information and belief that LJM2 generated profits as a result of investments in certain SPEs known as Raptors, admits that Merchant Capital and FIP III received cash distributions from LJM2, and admits that Credit Suisse First Boston Corporation and DLJ provided investment banking services to Enron and received fees in connection with those services.

650. Denies the averments set forth in paragraph 650 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 650 of the Complaint to the extent they are asserted against persons or entities

other than CSFB, except admits that CSFB LLC or its affiliates conducted credit reviews in connection with entering into various transactions with Enron.

651. Denies the averments set forth in paragraph 651 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 651 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron entered into certain transactions that included terms that related to Enron's stock price.

652. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 652 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, states upon information and belief that J.P. Morgan provided banking services to Enron at various times, and states upon information and belief that J.P. Morgan and/or its executives were among the approximately 50 limited partners in LJM2.

653. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 653 of the Complaint, except states upon information and belief that, at various times, J.P. Morgan provided banking services to Enron.

654. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 654 of the Complaint.

655. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 655 of the Complaint, except

admits that J.P. Morgan was an underwriter for the public offering in May 1998 of Enron common stock and the public offering in February 1999 of Enron common stock, and admits that J.P. Morgan participated in an offering in February 2001 of \$1.9 billion in Enron zero coupon convertible senior notes.

656. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 656 of the Complaint, except admits that J.P. Morgan was an underwriter for the public offering in October 2000 of NewPower common stock at \$21 per share, and admits that J.P. Morgan was an underwriter for a Rule 144A debt and equity offering in July 2001 for the Marlin Water Trust II and Marlin Water Capital Corp II.

657. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 657 of the Complaint, except states upon information and belief that J.P. Morgan participated in May 1998 in a \$500 million credit facility for JEDI II.

658. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 658 of the Complaint.

659. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 659 of the Complaint, except states upon information and belief that J.P. Morgan provided banking services to Enron at various times.

660. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 660 of the Complaint, except states upon information and belief that J.P. Morgan provided banking services to Enron at

various times, and states upon information and belief that J.P. Morgan and/or its executives were among the approximately 50 limited partners in LJM2.

661. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 661 of the Complaint.

662. Denies the averments set forth in paragraph 662 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 662 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

663. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 663 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, and states upon information and belief that, at various times, Enron entered into transactions that included terms that related to Enron's stock price.

664. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 664 of the Complaint.

665. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 665 of the Complaint, except states upon information and belief that the federal district court for the Southern District of New York issued an opinion on March 5, 2000 in the case captioned J.P. Morgan Chase Co. v. Liberty Mutual Ins. Co. and refers to that opinion for its contents.

666. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 666 of the Complaint, except states upon information and belief that Dow Jones published an article on or about March 5, 2002 concerning Enron that contains certain statements and refers to that article for its contents.

667. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 667 of the Complaint.

668. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 668 of the Complaint.

669. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 669 of the Complaint, except states upon information and belief that J.P. Morgan and/or its executives were among the approximately 50 limited partners in LJM2, states upon information and belief that LJM2 had a credit facility of approximately \$65 million with an affiliate of Defendant J.P. Morgan, and states upon information and belief that Enron and LJM2 entered into certain transactions with SPEs.

670. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 670 of the Complaint, except states upon information and belief that J.P. Morgan provided banking services to Enron at various times.

671. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 671 of the Complaint, except

states upon information and belief that in November 2001 Enron was engaged in merger discussions with Dynegy.

672. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 672 of the Complaint.

673. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 673 of the Complaint, except states upon information and belief that J.P. Morgan provided banking services to Enron at various times, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

674. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 674 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, states upon information and belief that Citigroup provided banking services to Enron at various times, and states upon information and belief that Citigroup was among the approximately 50 limited partners in LJM2.

675. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 675 of the Complaint, except states upon information and belief that Citigroup provided banking services to Enron at various times.

676. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 676 of the Complaint.

677. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 677 of the Complaint, except admits that Citigroup was an underwriter in an offering in July 1994 of Enron preferred securities, admits that Citigroup was an underwriter in an offering in January 1997 of Enron preferred securities, admits that Citigroup was an underwriter for the public offering in February 1999 of Enron common stock, and admits that Citigroup participated in an offering in February 2001 of \$1.9 billion in Enron zero coupon convertible senior notes.

678. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 678 of the Complaint, except admits that Salomon Smith Barney was an underwriter for a September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc., and by way of further answer states that by the Court's March 31, 2004 Order Re: Credit Suisse Defendants' Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB.

679. Denies the averments set forth in paragraph 679 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 679 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Citigroup was an underwriter for an initial public offering in October 2000 of NewPower common stock at \$21 per share.

680. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 680 of the Complaint, except

states upon information and belief that Citigroup participated in May 1998 in a \$500 million credit facility for JEDI II.

681. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 681 of the Complaint.

682. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 682 of the Complaint, except refers to the public record for the per share price of Enron stock at various times, and states upon information and belief that Enron entered into certain transactions with SPEs that included terms that related to Enron's stock price.

683. Denies the averments set forth in paragraph 683 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 683 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Citigroup provided banking services to Enron at various times.

684. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 684 of the Complaint.

685. Denies the averments set forth in paragraph 685 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 685 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

686. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 686 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, and states upon information and belief that, at various times, Enron entered into transactions that included terms related to Enron's stock price.

687. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 687 of the Complaint, except states upon information and belief that Citigroup was among the approximately 50 limited partners in LJM2, and states upon information and belief that Enron and LJM2 entered into certain transactions with SPEs.

688. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 688 of the Complaint, except states upon information and belief that Enron issued a report in November 2001 restating certain of its financial results and refers to that report for its contents, states upon information and belief that Citigroup provided banking services to Enron at various times, states upon information and belief that Enron engaged in merger negotiations with Dynegy that subsequently ceased, and admits that Enron filed for bankruptcy.

689. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 689 of the Complaint, except states upon information and belief that Citigroup provided banking services to Enron at various times.

690. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 690 of the Complaint, except states upon information and belief that Enron engaged in merger discussions with Dynegy.

691. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 691 of the Complaint, except states upon information and belief that Enron issued a report in a press release in October 2001 relating to certain non-recurring charges and a decrease in shareholders' equity and refers to that document for its contents.

692. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 692 of the Complaint, except states upon information and belief that Citigroup provided banking services to Enron at various times, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

693. Denies the averments set forth in paragraph 693 of the Complaint, except admits that CSFB LLC and DLJ and certain of their affiliates provided investment banking services to Enron at various times during the Class Period, admits that, at various times, Credit Suisse First Boston Corporation and DLJ analysts issued reports relating to Enron and refers to those reports for their contents, and admits that Merchant Capital and FIP III were two of the approximately 50 limited partners of LJM2; CSFB further states that no employees of Credit Suisse First Boston Corporation or DLJ invested in LJM2.

694. Denies the averments set forth in paragraph 694 of the Complaint, except admits that Credit Suisse First Boston Corporation and DLJ provided investment banking services to Enron at various times.

695. Denies the averments set forth in paragraph 695 of the Complaint.

696. Denies the averments set forth in paragraph 696 of the Complaint, except admits that DLJ was an underwriter in an offering in July 1994 of Enron preferred securities, admits that DLJ was an underwriter in an offering in January 1997 of Enron preferred securities, admits that Credit Suisse First Boston Corporation was an underwriter for an offering in July 1997 of \$200 million of Enron 6.75% notes, admits that Credit Suisse First Boston Corporation and DLJ were underwriters for an offering in May 1998 of Enron common stock, admits that Credit Suisse First Boston Corporation was an underwriter for an offering in November 1998 of \$250 million of Enron 6.95% notes, admits that Credit Suisse First Boston Corporation and DLJ were underwriters for an offering in February 1999 of Enron common stock, and admits that Credit Suisse First Boston Corporation was one of 48 selling security holders in a July 2001 private offering of \$1.9 billion of Enron zero coupon convertible senior notes.

697. Denies the averments set forth in paragraph 697 of the Complaint, except admits that Credit Suisse First Boston Corporation and DLJ were co-lead underwriters for the initial public offering in October 2000 of NewPower stock at \$21 per share.

698. Denies the averments set forth in paragraph 698 of the Complaint, except admits that Credit Suisse First Boston Corporation, Credit Suisse First Boston

International, DLJ and Donaldson, Lufkin & Jenrette International were underwriters for the partial initial public offering in June 1999 of Azurix common stock.

699. Denies the averments set forth in paragraph 699 of the Complaint, except admits that DLJ was an underwriter for a September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc., admits that Credit Suisse First Boston Corporation and DLJ were underwriters for a September 2000 debt and equity offering by Osprey Trust and Osprey I, Inc., admits that Credit Suisse First Boston Corporation was an underwriter for a debt and equity offering by Marlin Water Trust II and Marlin Water Capital Corp. II, and admits that Credit Suisse First Boston Corporation and DLJ were underwriters for an offering of Azurix 10.375% and 10.75% senior notes, and by way of further answer states that by the Court's March 31, 2004 Order Re: Credit Suisse Defendants' Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB.

700. Denies the averments set forth in paragraph 700 of the Complaint, except admits that Credit Suisse First Boston Corporation provided services to Enron in connection with Enron's attempt to divest Portland General Electric, admits that Enron engaged Credit Suisse First Boston Corporation in the second half of 2001 to assist in the divestiture of various assets, and admits that Credit Suisse First Boston Corporation and DLJ advised Enron in connection with other mergers and acquisitions transactions.

701. Denies the averments set forth in paragraph 701 of the Complaint, except admits that an affiliate of Credit Suisse First Boston Corporation participated in a \$1 billion Enron credit facility, admits that an affiliate of Credit Suisse First Boston Corporation participated in an Enron credit facility related to the Dabhol power project,

admits that an affiliate of Credit Suisse First Boston participated in 2000 in a \$500 million credit facility for Enron Investments PLC, and admits that an affiliate of Credit Suisse First Boston Corporation participated in a \$3 billion Enron credit facility.

702. Denies the averments set forth in paragraph 702 of the Complaint, except admits that CSFB LLC and DLJ provided investment banking services to Enron and received fees in connection with those services.

703. Denies the averments set forth in paragraph 703 of the Complaint, except admits that Credit Suisse First Boston Corporation and DLJ were underwriters for an offering in February 1999 of Enron Common Stock, and admits that Credit Suisse First Boston Corporation was one of 48 selling security holders in a July 2001 private offering of \$1.9 billion of Enron zero coupon convertible senior notes.

704. Denies the averments set forth in paragraph 704 of the Complaint, except admits that at various times, Credit Suisse First Boston Corporation issued reports relating to Enron and refers to those reports for their contents, and states upon information and belief that, at various times, Enron entered into transactions that included terms that related to Enron's stock price.

705. Denies the averments set forth in paragraph 705 of the Complaint.

706. Denies the averments set forth in paragraph 706 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 706 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that in December 2000 Credit Suisse First Boston International participated in a \$150 million oil swap transaction with Enron North

America Corp., admits that in September 2001 this transaction was renewed for a one year period, and states upon information and belief that The New York Times published an article on or about February 17, 2002 concerning Enron and refers to that article for its contents.

707. Denies the averments set forth in paragraph 707 of the Complaint, except admits that several employees of DLJ, including Larry Nath, joined Credit Suisse First Boston Corporation after DLJ merged with an affiliate of Credit Suisse First Boston Corporation, admits that Larry Nath worked in Credit Suisse First Boston Corporation's structured products group, and admits that DLJ was retained by Enron in connection with the Marlin, Osprey and Firefly transactions; CSFB further states that neither Credit Suisse First Boston Corporation nor DLJ was retained in connection with, or was involved with the structuring of, the Raptors.

708. Denies the averments set forth in paragraph 708 of the Complaint, except admits that CSFB LLC provided investment banking services to Enron at various times.

709. Denies the averments set forth in paragraph 709 of the Complaint, except admits that the Marlin and Osprey structures had share trusts and refers to the Marlin and Osprey transaction documents for provisions relating to defaults under the Marlin and Osprey notes.

710. Denies the averments set forth in paragraph 710 of the Complaint.

711. Denies the averments set forth in paragraph 711 of the Complaint, except refers to the public record for the per share price of Enron stock during June 2001.

712. Denies the averments set forth in paragraph 712 of the Complaint, except admits that Merchant Capital and FIP III were among the approximately 50 limited partners in LJM2, admits that Merchant Capital and FIP III committed \$10 million and \$5 million respectively to LJM2, states upon information and belief that Enron and LJM2 entered into certain transactions with SPEs, and admits that Credit Suisse First Boston Corporation participated in a \$120 million credit facility for LJM2; CSFB further states that it did not participate in the structuring of LJM2 and that no employees of Credit Suisse First Boston Corporation or DLJ invested in LJM2.

713. Denies the averments set forth in paragraph 713 of the Complaint.

714. Denies the averments set forth in paragraph 714 of the Complaint.

715. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 715 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, states upon information and belief that CIBC provided banking services to Enron at various times, and states upon information and belief that CIBC was among the approximately 50 limited partners in LJM2.

716. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 716 of the Complaint, except states upon information and belief that CIBC provided banking services to Enron at various times.

717. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 717 of the Complaint.

718. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 718 of the Complaint, except admits that CIBC was an underwriter in an offering in July 1994 of Enron preferred securities, admits that CIBC was an underwriter in an offering in January 1997 of Enron preferred securities, admits that CIBC was an underwriter for the public offering in May 1998 of Enron common stock, and admits that CIBC was an underwriter for the public offering in February 1999 of Enron common stock.

719. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 719 of the Complaint, except states upon information and belief that CIBC provided banking services to Enron at various times.

720. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 720 of the Complaint, except admits that CIBC was an underwriter for a debt and equity offering in July 2001 by Marlin Water Trust II and Marlin Water Capital Corp II.

721. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 721 of the Complaint, except admits that CIBC was an underwriter for the initial public offering on October 4, 2000 of NewPower common stock at \$21 per share.

722. Denies the averments set forth in paragraph 722 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 722 of the Complaint to the extent they are asserted against persons or entities

other than CSFB, except states upon information and belief that CIBC provided banking services to Enron at various times.

723. Denies the averments set forth in paragraph 723 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 723 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

724. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 724 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, and states upon information and belief that, at various times, Enron entered into transactions that included terms that related to Enron's stock price.

725. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 725 of the Complaint.

726. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 726 of the Complaint, except states upon information and belief that in July 2000 Enron announced an agreement with Blockbuster to deliver Blockbuster entertainment service.

727. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 727 of the Complaint, except states upon information and belief that Enron formed an entity known as EBS Content Systems LLC.

728. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 728 of the Complaint, except states upon information and belief that in March 2001 Enron announced that it had terminated its agreement with Blockbuster.

729. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 729 of the Complaint, except states upon information and belief that The Wall Street Journal published an article concerning Enron that contains certain statements and refers to that article for its contents.

730. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 730 of the Complaint, except refers to the public record for the per share price of Enron stock in August 2000.

731. Denies the averments set forth in paragraph 731 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 731 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Enron owned shares in NewPower during 2000, admits that Credit Suisse First Boston Corporation, DLJ, Citigroup and CIBC were underwriters of the initial public offering in October 2000 of NewPower common stock at \$21 per share, admits that Enron held approximately 13.6 million shares of NewPower common stock and approximately 42 million warrants during the period shortly after the NewPower IPO, states upon information and belief that LJM2 generated approximately \$9.5 million in profits as a result of a \$30 million investment in an entity known as

Porcupine, refers to the public record for the value of NewPower stock at various times during 2001, and states upon information and belief that Enron issued a release in October 2001 concerning certain write-offs and a reduction in shareholders' equity and refers to that document for its contents.

732. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 732 of the Complaint, except states upon information and belief that CIBC was among the approximately 50 limited partners in LJM2, and states upon information and belief that Enron and LJM2 entered into certain transactions with SPEs.

733. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 733 of the Complaint, except states upon information and belief that CIBC provided banking services to Enron at various times.

734. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 734 of the Complaint, except states upon information and belief that CIBC provided banking services to Enron at various times, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

735. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 735 of the Complaint, except states upon information and belief that Merrill Lynch provided banking services to Enron at various times, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

736. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 736 of the Complaint, except states upon information and belief that Merrill Lynch provided banking services to Enron at various times.

737. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 737 of the Complaint.

738. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 738 of the Complaint, except admits that Merrill Lynch was an underwriter in an offering in January 1997 of Enron preferred securities, and admits that Merrill Lynch was an underwriter for the public offering in February 1999 of Enron common stock.

739. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 739 of the Complaint, except admits that Enron (through Azurix Europe) acquired Wessex Water, admits that Merrill Lynch was an underwriter for a partial initial public offering of Azurix common stock at \$19 per share, and admits that Merrill Lynch was an underwriter for an offering in February 2000 of Azurix 10.375% and 10.75 Senior Notes.

740. Denies the averments set forth in paragraph 740 to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 740 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merrill Lynch participated in the solicitation of potential limited partners in LJM2, admits that there is a Private Placement Memorandum relating to LJM2 that contains

certain statements and refers to that document for its contents, states upon information and belief that V & E provided legal services to Enron at various times, and states upon information and belief that Andersen provided professional services to Enron at various times.

741. Denies the averments set forth in paragraph 741 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 741 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron and LJM2 entered into certain transactions with SPEs, and states upon information and belief that Merrill Lynch was among the approximately 50 limited partners in LJM2, and admits that Merrill Lynch participated in the solicitation of limited partners in LJM2.

742. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742 of the Complaint, except admits that Merrill Lynch participated in a \$120 million credit facility for LJM2.

742.1. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.1 of the Complaint.

742.2. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.2 of the Complaint.

742.3. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.3 of the Complaint.

742.4. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.4 of the Complaint.

742.5. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.5 of the Complaint.

742.6. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.6 of the Complaint.

742.7. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.7 of the Complaint.

742.8. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.8 of the Complaint.

742.9. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.9 of the Complaint.

742.10. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.10 of the Complaint.

742.11. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.11 of the Complaint.

742.12. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.12 of the Complaint.

742.13. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.13 of the Complaint.

742.14. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.14 of the Complaint.

742.15. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.15 of the Complaint.

742.16. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.16 of the Complaint.

742.17. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.17 of the Complaint.

742.18. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.18 of the Complaint.

742.19. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.19 of the Complaint.

742.20. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.20 of the Complaint.

742.21. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.21 of the Complaint.

742.22. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 742.22 of the Complaint.

743. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 743 of the Complaint.

744. Denies the averments set forth in paragraph 744 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 744 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Merrill Lynch provided banking services to Enron at various times.

745. Denies the averments set forth in paragraph 745 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 745 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

746. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 746 of the Complaint, except states upon information and belief that, at various times, analysts issued reports concerning Enron and refers to those reports for their contents, and states upon information and belief that, at various times, Enron entered into transactions that included terms that related to Enron's stock price.

747. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 747 of the Complaint.

748. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 748 of the Complaint, except states upon information and belief that Merrill Lynch provided banking services to Enron at various times.

749. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 749 of the Complaint, except states upon information and belief that Merrill Lynch provided banking services to Enron at various times, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

750. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 750 of the Complaint, except states upon information and belief that Barclays provided banking services to Enron at various times.

751. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 751 of the Complaint, except states upon information and belief that Barclays provided banking services to Enron at various times.

752. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 752 of the Complaint, except admits that Barclays participated in an offering in February 2001 of \$1.9 billion in Enron zero coupon convertible senior notes

753. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 753 of the Complaint, except states upon information and belief that Barclays provided banking services to Enron at various times.

754. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 754 of the Complaint, except admits that Barclays participated in May 1998 in a \$500 million credit facility for JEDI II.

755. Denies the averments set forth in paragraph 755 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in

paragraph 755 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that, at various times, Barclays provided banking services to Enron.

756. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 756 of the Complaint, except states upon information and belief that, at various times, Barclays provided banking services to Enron.

757. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 757 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times, and states upon information and belief that V & E provided legal services to Enron at various times.

758. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 758 of the Complaint, except states upon information and belief that, at various times, Barclays provided banking services to Enron.

759. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 759 of the Complaint, except states upon information and belief that Barclays provided banking services to Enron at various times.

760. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 760 of the Complaint.

761. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 761 of the Complaint, except states upon information and belief that Barclays provided banking services to Enron at various times, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

762. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 762 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, admits that, at various times, Lehman Brothers provided banking services to Enron, and states upon information and belief that Lehman Brothers was among the approximately 50 limited partners in LJM2.

763. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 763 of the Complaint, except states upon information and belief that Lehman Brothers provided banking services to Enron at various times.

764. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 764 of the Complaint.

765. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 765 of the Complaint, except admits that Lehman Brothers was an underwriter for the public offering in May 1998 of Enron common stock, and admits that Lehman Brothers was an underwriter for the public offering in February 1999 of Enron common stock.

766. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 766 of the Complaint, except admits that Lehman Brothers was an underwriter for a September 2000 debt and equity offering by Osprey Trust and Osprey I, Inc.

767. Denies the averments set forth in paragraph 767 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 767 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Lehman Brothers provided banking services to Enron at various times.

768. Denies the averments set forth in paragraph 768 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 768 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

769. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 769 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, and states upon information and belief that, at various times, Enron entered into transactions that included terms related to Enron's stock price.

770. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 770 of the Complaint, except

states upon information and belief that Lehman Brothers was among the approximately 50 limited partners in LJM2, and states upon information and belief that Enron and LJM2 entered into certain transactions with SPEs.

770.1. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 770.1 of the Complaint.

770.2. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 770.2 of the Complaint.

771. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 771 of the Complaint, except states upon information and belief that, at various times, Lehman Brothers provided banking services to Enron.

772. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 772 of the Complaint, except states upon information and belief that, at various times, Lehman Brothers provided banking services to Enron, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

773. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 773 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, and admits that Bank of America provided banking services to Enron at various times.

774. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 774 of the Complaint, except

states upon information and belief that Bank of America provided banking services to Enron at various times.

775. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 775 of the Complaint.

776. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 776 of the Complaint, except admits that admits that Bank of America participated in an offering in February 2001 of \$1.9 billion in Enron zero coupon convertible senior notes.

777. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 777 of the Complaint, except admits that Bank of America was an underwriter for a debt and equity offering in July 2001 by Marlin Water Trust II and Marlin Water Capital Corp II.

778. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 778 of the Complaint, except admits that Bank of America was an underwriter for a partial initial public offering in of Azurix stock at \$19 per share.

779. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 779 of the Complaint.

780. Denies the averments set forth in paragraph 780 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 780 of the Complaint to the extent they are asserted against persons or entities

other than CSFB, except states upon information and belief that Bank of America provided banking services to Enron at various times.

781. Denies the averments set forth in paragraph 781 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 781 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

782. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 782 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, and states upon information and belief that, at various times, Enron entered into transactions that included terms that related to Enron's stock price.

783. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 783 of the Complaint.

784. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 784 of the Complaint, except states upon information and belief that Bank of America provided banking services to Enron at various times.

785. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 785 of the Complaint, except states upon information and belief that Enron and LJM2 entered into certain transactions with SPEs.

786. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 786 of the Complaint, except states upon information and belief that Bank of America provided banking services to Enron at various times, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

787. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 787 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, states upon information and belief that Deutsche Bank provided banking services to Enron at various times, and states upon information and belief that Deutsche Bank among the approximately 50 limited partners in LJM2.

788. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 788 of the Complaint, except states upon information and belief that Deutsche Bank provided banking services to Enron at various times.

789. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 789 of the Complaint.

790. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 790 of the Complaint, except admits that Deutsche Bank was an underwriter in an offering in January 1997 of Enron preferred securities, admits that Deutsche Bank was an underwriter for an offering in

February 1999 of Enron common stock, and admits that Deutsche Bank participated in an offering in February 2001 of \$1.9 billion in Enron zero coupon convertible senior notes.

791. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 791 of the Complaint, except admits that Deutsche Bank was an underwriter for a September 1999 debt and equity offering by Osprey I and Osprey I, Inc., admits that Deutsche Bank was an underwriter for a September 2000 debt and equity offering by Osprey I and Osprey I, Inc., and admits that Deutsche Bank was an underwriter for a Rule 144A debt and equity offering in July 2001 by Marlin Water Trust II and Marlin Water Capital Corp. II, and by way of further answer states that by the Court's March 31, 2004 Order Re: Credit Suisse Defendants' Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB.

792. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 792 of the Complaint, except admits that Deutsche Bank was an underwriter for a partial initial public offering in June 1999 of Azurix common stock at \$19 per share.

793. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 793 of the Complaint.

794. Denies the averments set forth in paragraph 794 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 794 of the Complaint to the extent they are asserted against persons or entities

other than CSFB, except states upon information and belief that Deutsche Bank provided banking services to Enron at various times.

795. Denies the averments set forth in paragraph 795 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 795 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

796. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 796 of the Complaint, except states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents, and states upon information and belief that, at various times, Enron entered into transactions that included terms that related to Enron's stock price.

797. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797 of the Complaint, except states upon information and belief that Deutsche Bank was among the approximately 50 limited partners in LJM2, and states upon information and belief that Enron and LJM2 entered into certain transactions with SPEs.

797.1. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.1 of the Complaint.

797.2. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.2 of the Complaint.

797.3. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.3 of the Complaint.

797.4. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.4 of the Complaint.

797.5. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.5 of the Complaint.

797.6. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.6 of the Complaint.

797.7. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.7 of the Complaint.

797.8. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.8 of the Complaint.

797.9. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.9 of the Complaint.

797.10. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.10 of the Complaint.

797.11. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 791.11 of the Complaint.

797.12. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.12 of the Complaint.

797.13. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.13 of the Complaint.

797.14. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.14 of the Complaint.

797.15. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.15 of the Complaint.

797.16. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.16 of the Complaint.

797.17. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.17 of the Complaint.

797.18. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.18 of the Complaint.

797.19. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.19 of the Complaint.

797.20. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.20 of the Complaint.

797.21. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.21 of the Complaint.

797.22. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.22 of the Complaint.

797.23. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.23 of the Complaint.

797.24. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.24 of the Complaint.

797.25. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.25 of the Complaint.

797.26. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.26 of the Complaint.

797.27. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.27 of the Complaint.

797.28. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.28 of the Complaint.

797.29. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.29 of the Complaint.

797.30. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.30 of the Complaint.

797.31. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.31 of the Complaint.

797.32. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 797.32 of the Complaint.

798. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 798 of the Complaint, except states upon information and belief that Deutsche Bank provided banking services to Enron at various times.

799. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 799 of the Complaint, except states upon information and belief that Deutsche Bank provided banking services to

Enron at various times, and states upon information and belief that, at various times, analysts issued reports relating to Enron and refers to those reports for their contents.

800. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 800 of the Complaint, except states upon information and belief that The Recorder published an article on or about March 14, 2002 concerning Enron that contains certain statements and refers to that article for its contents, states upon information and belief that The Daily Deal published an article on or about January 17, 2002 concerning Enron that contains certain statements and refers to that article for its contents, states upon information and belief that the Los Angeles Times published an article on or about March 14, 2002 concerning Enron that contains certain statements and refers to that article for its contents, states upon information and belief that The Fort Worth Star Telegram published an article on or about February 24, 2002 concerning Enron that contains certain statements and refers to that article for its contents, states upon information and belief that Business Week published an article on or about January 28, 2002 concerning Enron that contains certain statements and refers to that article for its contents, states upon information and belief that Legal Times published an article on or about February 11, 2002 concerning Enron that contains certain statements and refers to that article for its contents, states upon information and belief that Newsweek published an article on or about February 25, 2002 concerning Enron that contains certain statements and refers to that article for its contents, and states upon information and belief that Financial Times published an article on or about March 20, 2002 concerning Enron that contains certain statements and refers to that article for its contents.

801. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 801 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times, states upon information and belief that Enron issued a report in November 2001 restating certain financial results and refers to that report for its contents, admits that Enron filed for bankruptcy in December 2001, and states upon information and belief that Enron issued press releases and filed documents with the SEC at various times and refers to those documents for their contents.

802. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 802 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

803. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 803 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

804. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 804 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

805. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 805 of the Complaint.

806. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 806 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times, and states upon information and belief that Barclays provided banking services to Enron at various times.

807. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 807 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

808. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 808 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

809. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 809 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

810. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 810 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

811. Denies the averments set forth in paragraph 811 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or

information sufficient to form a belief as to the truth of the averments set forth in paragraph 811 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that V & E provided legal services to Enron at various times, states upon information an belief that LJM1 and LJM2 were formed in 1999, admits that ERNB Ltd. was a limited partner in LJM1, admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, states upon information and belief that Enron entered into certain transactions with LJM1 and LJM2, and admits that, at certain times, Defendant Fastow served as the managing member of the general partner of LJM1 and the managing member of the general partner of the general partner of LJM2.

812. Denies the averments set forth in paragraph 812 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 812 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that V & E provided legal services to Enron at various times, admits that LJM2 was formed in December 1999, admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, states upon information and belief that, at various times, Enron engaged in transactions with SPEs known as Raptors, and admits that, at certain times, Defendant Fastow served as the managing member of general partner of the general partner of LJM2.

813. Denies the averments set forth in paragraph 813 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or

information sufficient to form a belief as to the truth of the averments set forth in paragraph 813 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, admits that there is a Private Placement Memorandum relating to LJM2 that contains certain statements and refers to that document for its contents, and states upon information and belief that V & E provided legal services to Enron at various times.

814. Denies the averments set forth in paragraph 814 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 814 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except admits that Merchant Capital and FIP III were two of the approximately 50 limited partners in LJM2, states upon information and belief that in late 1999 LJM2 invested in certain collateralized loan obligations, the Nowa Sarzyna power plant, and MEGS, LLC, states upon information and belief that LJM2 invested in certain Yosemite certificates, and states upon information and belief that V & E provided legal services to Enron at various times.

815. Denies the averments set forth in paragraph 815 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 815 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that Enron entered into certain transactions with the LJM partnerships, states upon information and belief that the

LJM partnerships generated profits as a result of transactions with Enron, and states upon information and belief that V & E provided legal services to Enron at various times.

816. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 816 of the Complaint, except states upon information and belief that in June 1999 LJM1 engaged in a transaction with Enron to hedge Enron's position in Rhythms stock, states upon information and belief that as part of that transaction Enron transferred Enron shares to LJM1 as collateral for a put option on Rhythms shares transferred to Enron by an LJM1 subsidiary, states upon information and belief that LJM2 entered into certain transactions with SPEs known as Raptors, and states upon information and belief that V & E provided legal services to Enron at various times.

817. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 817 of the Complaint, except states upon information and belief that LJM2 purchased certain certificates in Yosemite, and states upon information and belief that V & E provided legal services to Enron at various times.

818. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 818 of the Complaint, except admits that in September 1999 Enron entered into a transaction with LJM1 whereby LJM1 purchased a 13% stake in Cuiaba for approximately \$11.3 million, admits that in August 2001 LJM1 divested its investment in Cuiaba for \$14,464,315, refers to the published accounting literature for its contents, and states upon information and belief that V & E provided legal services to Enron at various times.

819. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 819 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times, and states upon information and belief that, at various times, Enron entered into certain transactions with SPEs known as Raptors.

820. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 820 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

821. Denies the averments set forth in paragraph 821 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 821 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that V & E provided legal services to Enron at various times, admits that Enron owned shares in NewPower during 2000, admits that NewPower conducted an initial public offering in October 2000 of NewPower common stock at \$21 per share, states upon information and belief that Enron held approximately 13.6 million shares of NewPower common stock and approximately 42 million warrants during the period shortly after the NewPower IPO, refers to the public record for the value of NewPower stock at various times during 2001, and states upon information and belief that LJM2 generated approximately \$9.5 million in profits as a result of a \$30 million investment in an entity known as Porcupine.

822. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 822 of the Complaint, except refers to the public record for the value of Enron stock at various times, and states upon information and belief that LJM1 and LJM2 entered into certain transactions that included terms that related to Enron's stock price.

823. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 823 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

824. Denies the averments set forth in paragraph 824 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 824 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that V & E provided legal services to Enron at various times, and states upon information and belief that, at various times, Enron filed Reports on Form 10-Q, Reports on Form 10-K, proxy statements, registration statements and prospectuses and refers to those documents for their contents.

825. Denies the averments set forth in paragraph 825 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 825 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to Enron's public filings for their contents, states upon information and belief that Sherron Watkins authored a letter to Defendant Lay and refers

to that letter for its contents, and states upon information and belief that the Special Investigative Committee of Enron's Board of Directors prepared a report concerning Enron that contains certain statements and refers to that report for its contents.

826. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 826 of the Complaint, except states upon information and belief that Enron issued Reports on Form 10-K for the years 1997-2000 and refers to those reports for their contents, states upon information and belief that V & E provided legal services to Enron at various times, and states upon information and belief that Enron issued a report in November 2001 restating certain financial results and refers to that report for its contents.

827. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 827 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times, and states upon information and belief that Enron filed Reports on Form 10-Q on or about May 15, 2001 and August 14, 2001 and refers to those reports for their contents.

828. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 828 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times, and states upon information and belief Enron issued a report in November 2001 restating certain financial results and refers to that report for its contents.

829. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 829 of the Complaint.

830. Denies the averments set forth in paragraph 830 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 830 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that V & E provided legal services to Enron at various times, refers to Enron's public filings for their contents, and states upon information and belief that the Special Investigative Committee of Enron's Board of Directors prepared a report concerning Enron that contains certain statements and refers to that report for its contents.

831. Denies the averments set forth in paragraph 831 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 831 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except states upon information and belief that V & E provided legal services to Enron at various times, and refers to Enron's public filings for their contents.

832. Denies the averments set forth in paragraph 832 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 832 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to Enron's public filings (including Enron's Report on Form 10-Q filed on or about August 16, 1999) for their contents, and states upon information and belief that V & E provided legal services to Enron at various times.

833. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 833 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times, and states upon information and belief that the Special Investigative Committee of Enron's Board of Directors prepared a report concerning Enron that contains certain statements and refers to that report for its contents.

834. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 834 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times, states upon information and belief that Enron filed a Report on Form 10-Q on or about August 14, 2001 and refers to that report for its contents, and states upon information and belief that Defendant Kopper purchased Defendant Fastow's interests in LJM2 Capital Management, L.P. and LJM2 Capital Management LLC.

835. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 835 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

836. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 836 of the Complaint, except states upon information and belief that Enron filed Reports on Form 10-Q on or about August 16, 1999 and November 15, 1999 and refers to those documents for their contents.

837. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 837 of the Complaint.

838. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 838 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times, refers to Enron's public filings for their contents, and states upon information and belief that Enron and LJM2 entered into certain transactions with SPEs known as Raptors that included terms that related to Enron's stock price.

839. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 839 of the Complaint, except states upon information and belief that Enron filed a Report on Form 10-Q on or about August 14, 2000.

840. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 840 of the Complaint, except states upon information and belief that Enron filed a Report on Form 10-Q on or about November 14, 2000 that contains certain statements and refers to that document for its contents.

841. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 841 of the Complaint, except states upon information and belief that Enron filed a Report on Form 10-K on or about April 2, 2001 and refers to that document for its contents.

842. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 842 of the Complaint, except

states upon information and belief that Enron filed Reports on Form 10-Q on or about May 15, 2001 and August 14, 2001 and filed a proxy statement on or about March 27, 2001 and refers to those documents for their contents.

843. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 843 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

844. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 844 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

845. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 845 of the Complaint, except states upon information and belief that Enron filed Reports on Form 10-K on or about March 30, 2000 and April 2, 2001, and a proxy statement on or about March 27, 2001 and refers to those documents for their contents.

846. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 846 of the Complaint, except states upon information and belief that Enron filed a Report on Form 10-K on or about March 30, 2000, states upon information and belief that Enron sold its interest in a power plant in Cuiaba, Brazil in September 1999 and subsequently repurchased its interest, states upon information and belief that Enron sold an interest in certain collateralized loan obligations in December 1999 and subsequently repurchased its interest, states upon

information and belief that Enron sold its interest in the Nowa Sarzyna power plant in December 1999 and subsequently repurchased its interest, states upon information and belief that Enron sold its interest in MEGS, LLC on or about December 29, 1999 and subsequently repurchased its interest, states upon information and belief that in June 2000 EBS entered into a transaction with LJM2 relating to fiber strands, and states upon information and belief that V & E provided legal services to Enron at various times.

847. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 847 of the Complaint, except states upon information and belief that the Special Investigative Committee of Enron's Board of Directors prepared a report concerning Enron that contains certain statements and refers to that report for its contents, and states upon information and belief that V & E provided legal services to Enron at various times.

848. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 848 of the Complaint, except states upon information and belief that Enron issued a proxy statement in May 2000 and refers to that document for its contents.

849. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 849 of the Complaint, except states upon information and belief that Enron issued a proxy statement in May 2000 and refers to that document for its contents, admits that the SEC issues regulations governing the disclosures of public companies and refers to those regulations for their contents.

850. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 850 of the Complaint, except

states upon information and belief that Sherron Watkins authored a letter to Defendant Lay in August 2001 and refers to that document for its contents.

851. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 851 of the Complaint.

852. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 852 of the Complaint.

853. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 853 of the Complaint.

854. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 854 of the Complaint.

855. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 855 of the Complaint, except states upon information and belief that V & E provided legal services to Enron at various times.

856. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 856 of the Complaint.

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897. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 897 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times.

898. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 898 of the Complaint, except admits Andersen served as Enron's auditor at various times, and states upon information and belief that the United States Supreme Court issued an opinion in United States v. Arthur Young & Co., 465 U.S. 805 (1984) and refers to that opinion for its contents.

899. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 899 of the Complaint, except states upon information and belief that Andersen audited Enron's year end financial statements for the period 1997-2000, states upon information and belief that Enron filed

Reports on Form 10-K and registration statements at various times and refers to those documents for their contents, and refers to the published accounting literature for its contents.

900. Admits the averments set forth in paragraph 900 of the Complaint, and refers to SEC Accounting Series Release No. 296 for its contents.

901. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 901 of the Complaint, except refers to the American Institute of Certified Public Accountant's ("AICPA") Code of Professional Ethics for its contents.

902. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 902 of the Complaint, except refers to the published accounting literature for its contents.

903. Admits the averments set forth in paragraph 903 of the Complaint.

904. Admits the averments set forth in paragraph 904 of the Complaint.

905. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 905 of the Complaint, except refers to the published accounting literature for its contents, and states upon information and belief that, at various times, Andersen provided various professional services to Enron, including auditing Enron's year-end financial statements, reviewing Enron's quarterly financial statements, reviewing and approving Enron's quarterly reports filed on Forms 10-Q, reviewing certain of Enron's press releases, advising Enron in connection with various transactions, and providing other professional services to Enron.

906. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 906 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times.

907. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 907 of the Complaint.

908. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 908 of the Complaint, except refers to the published accounting literature for its contents.

909. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 909 of the Complaint, and repeats and reavers its answers to the averments set forth in paragraphs 962 through 969 of the Complaint.

910. Denies the averments set forth in paragraph 910 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 910 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

911. Denies the averments set forth in paragraph 911 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 911 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the published accounting literature for its contents.

912. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 912 of the Complaint.

913. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 913 of the Complaint.

914. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 914 of the Complaint.

915. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 915 of the Complaint, except states upon information at belief that Andersen provided professional services to Enron at various times.

916. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 916 of the Complaint.

917. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 917 of the Complaint, except repeats and reavers its answers to the averments set forth in paragraphs 962 through 966 of the Complaint.

918. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 918 of the Complaint.

919. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 919 of the Complaint.

919(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 919(a) of the Complaint,

except states upon information and belief that Andersen contributed to a \$220 million settlement of Waste Management shareholder suits.

919(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 919(b) of the Complaint, except states upon information and belief that Andersen paid approximately \$110 million to settle Sunbeam shareholder suits.

919(c). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 919(c) of the Complaint

919(d). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 919(d) of the Complaint.

919(e). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 919(e) of the Complaint, except states upon information and belief that Andersen paid approximately \$30 million to settle suits related to American Continental Corp.

920. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 920 of the Complaint.

921. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 921 of the Complaint, except refers to the published accounting literature for its contents.

922. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 922 of the Complaint, except refers to the published accounting literature for its contents.

923. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 923 of the Complaint, except refers to the published accounting literature for its contents.

924. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 924 of the Complaint, except states upon information and belief that Enron reported quarterly and year end results for the period 1996-2000 and refers to those reports for their contents.

925. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 925 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times, and refers to the published accounting literature for its contents.

926. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 926 of the Complaint, except admits that various committees of Congress commenced investigations concerning Enron, and states upon information and belief that Andersen served as Enron's auditor at various times.

927. Denies the averments set forth in paragraph 927 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 927 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

928. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 928 of the Complaint.

929. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 929 of the Complaint.

930. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 930 of the Complaint.

931. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 931 of the Complaint, except states upon information and belief that Andersen audited Enron's year end financial results for 2000.

932. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 932 of the Complaint.

933. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 933 of the Complaint.

934. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 934 of the Complaint.

935. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 935 of the Complaint.

936. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 936 of the Complaint, except states upon information and belief that The New York Times published an article on or about January 30, 2002 concerning Enron that contains certain statements and refers to that article for its contents.

937. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 937 of the Complaint, except

states upon information and belief that The Associated Press published an article on or about March 15, 2002 concerning Enron that contains certain statements and refers to that article for its comments.

938. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 938 of the Complaint.

939. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 939 of the Complaint, except states upon information and belief that U.S. News & World Report published an article concerning Enron that contains certain statement and refers to that article for its contents.

940. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 940 of the Complaint.

941. Denies the averments set forth in paragraph 941 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 941 of the Complaint to the extent they are asserted against persons or entities other than CSFB, except refers to the published accounting literature for its contents.

942. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 942 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times, and refers to the published accounting literature for its contents.

943. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 943 of the Complaint, except

states upon information and belief that Andersen provided professional services to Enron, at various times, and refers to the published accounting literature for its contents.

944. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 944 of the Complaint, except refers to the published accounting literature for its contents.

945. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 945 of the Complaint, except states upon information and belief that JEDI was formed in 1993 as a joint venture, and states upon information and belief that Andersen provided professional services to Enron at various times.

946. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 946 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times.

947. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 947 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times.

948. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 948 of the Complaint, except states upon information and belief that, at various times, Enron entered into transactions with LJM1 and LJM2, states upon information and belief that Andersen provided professional services to Enron at various times, and admits that there is a Private

Placement Memorandum relating to LJM2 that contains certain statements and refers to that document for its contents.

949. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 949 of the Complaint.

950. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 950 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times.

951. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 951 of the Complaint, except states upon information and belief that Bloomberg published an article on or about November 12, 2001 concerning Enron that contains certain statements and refers to that article for its contents.

952. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 952 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times, and refers to the published accounting literature for its contents.

953. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 953 of the Complaint, except states upon information and belief that Andersen provided professional services to Enron at various times.

954. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 954 of the Complaint.

955. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 955 of the Complaint, except states upon information and belief that Andersen served as Enron's auditor at various times, and refers to the published accounting literature for its contents.

956. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 956 of the Complaint, except states upon information and belief that Enron issued a report in November 2001 restating certain financial results for 1997 through 2000.

957. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 957 of the Complaint, except refers to SAS No. 32 for its contents.

958. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 958 of the Complaint, except refers to the published accounting literature for its contents.

959. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 959 of the Complaint, except refers to the published accounting literature for its contents, and states upon information and belief that Andersen provided professional services to Enron at various times.

960. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 960 of the Complaint, except states upon information and belief that The Wall Street Journal published an article on or about November 5, 2001 concerning Enron that contains certain statements and refers to that article for its contents.

961. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 961 of the Complaint, except refers to the published accounting literature for its contents, and states upon information and belief that The New York Times published an article in October 2001 concerning Enron that contains certain statements and refers to that article for its contents.

962. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 962 of the Complaint.

963. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 963 of the Complaint.

964. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 964 of the Complaint.

965. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 965 of the Complaint, except states upon information and belief that The New York Times published an article on or about March 18, 2002 concerning Andersen that contains certain statements and refers to that article for its contents.

966. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 966 of the Complaint.

967. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 967 of the Complaint.

968. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 968 of the Complaint, except refers to the AICPA by-laws for their contents.

969. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 969 of the Complaint, except refers to the published accounting literature for its contents.

970. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 970 of the Complaint, except refers to the published accounting literature for its contents.

971. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 971 of the Complaint.

972. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 972 of the Complaint, except states upon information and belief that the Federal Election Committee issued Federal Election Committee Advisory Opinion No. 2000-36 on or about December 18, 2000 and refers to that opinion for its contents.

973. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 973 of the Complaint.

974. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 974 of the Complaint, except states upon information and belief that Andersen issued press releases at various times and refers to those documents for their contents.

975. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 975 of the Complaint.

976. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 976 of the Complaint.

977. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 977 of the Complaint.

978. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 978 of the Complaint.

979. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 979 of the Complaint.

980. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 980 of the Complaint.

981. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 981 of the Complaint.

982. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 982 of the Complaint.

983. Denies the averments set forth in paragraph 983 of the Complaint.

984. Denies the averments set forth in paragraph 984 of the Complaint.

985. Denies the averments set forth in paragraph 985 of the Complaint, except states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in the third and fourth sentences of paragraph 985 of the Complaint.

986. Denies the averments set forth in paragraph 986 of the Complaint, except admits that Plaintiffs purport to bring their action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of all persons who purchased Enron's publicly traded securities during the Class Period (the "Class") and purports to exclude from the Class the defendants and members of their immediate families, any officer,

director or partner of any defendant, any entity in which a defendant has a controlling interest and the heirs of any such excluded party.

987. Denies the averments set forth in the first sentence of paragraph 987 of the Complaint, except refers to the public record for the number of outstanding shares of Enron common stock and preferred securities and the value of outstanding Enron debt securities.

988. Denies the averments set forth in paragraph 988 of the Complaint.

989. Denies the averments set forth in the first and third sentences of paragraph 989 of the Complaint, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in the second sentence of paragraph 989 of the Complaint.

990. Denies the averments set forth in the first sentence of paragraph 990 of the Complaint, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in the second sentence of paragraph 990 of the Complaint.

991. Denies the averments set forth in paragraph 991 of the Complaint.

992. Repeats and reavers its answers to the averments set forth in paragraphs 1 through 991 of the Complaint.

993. Denies the averments set forth in paragraph 993 of the Complaint, except admits that Plaintiffs purport to assert their First Claim for Relief against the defendants listed in subparagraphs (a) through (d).

994. Denies the averments set forth in paragraph 994 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or

information sufficient to form a belief as to the truth of the averments set forth in paragraph 994 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

995. Denies the averments set forth in paragraph 995 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 995 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

995.1. Denies the averments of paragraph 995.1 of the Complaint to the extent they are asserted against Credit Suisse First Boston (USA), Inc. and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 995.1 to the extent they are asserted against persons or entities other than Credit Suisse First Boston (USA), Inc.

996. Denies the averments set forth in paragraph 996 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 996 of the Complaint to the extent they are asserted against persons or entities other than CSFB.

997. Denies the averments set forth in paragraph 997 of the Complaint.

998. Repeats and reavers its answers to the averments set forth in paragraphs 1 through 997 of the Complaint, and further states that this claim is not asserted against CSFB.

999. States that it is without knowledge on information sufficient to form a belief as to the truth of the averments set forth in paragraph 999 of the Complaint, except admits that Plaintiffs purport to assert the Second Claim for Relief against the Enron Defendants, and further states that this claim is not asserted against CSFB.

1000. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1000 of the Complaint, except admits that Plaintiffs purport to assert the Second Claim of Relief against the Defendants listed in Exhibit A of the Exhibit Appendix, and further states that this claim is not asserted against CSFB.

1001. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1001 of the Complaint, and further states that this claim is not asserted against CSFB.

1002. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1002 of the Complaint, and further states that this claim is not asserted against CSFB.

1003. Denies the averments set forth in paragraph 1003 of the Complaint, and further states that this claim is not asserted against CSFB.

1004. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1004 of the Complaint, and further states that this claim is not asserted against CSFB.

1005. Repeats and reavers its answers to the averments set forth in paragraphs 75-86, 101, 103, 104, 108, 121, 124, 126, 134-135, 141, 151, 164-165, 236, 336, 384, 419, 421, 447-448, 450, 518, 610, 612-641 and 986-991 of the Complaint, and

admits only that Plaintiffs purport to assert the Third Claim for Relief for Violation of §§11 and 15 of the 1933 Act and that Plaintiffs purport to expressly exclude and disclaim from the Third Claim for Relief any allegation that could be construed as alleging fraud or reckless misconduct, and further states that this claim is not asserted against CSFB.

1006. Denies the averments set forth in paragraph 1006 of the Complaint, except admits that Plaintiffs purport to assert the Third Claim for Relief against Andersen and the Defendants listed in paragraph 1006 of the Complaint, states upon information and belief that Lehman Brothers, Bank of America, CIBC and Citigroup provided banking services in connection with Enron offerings at various times, and further states that this claim is not asserted against CSFB.

1007. Denies the averments set forth in paragraph 1007 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1007 of the Complaint to the extent they are asserted against persons or entities other than CSFB, and further states that this claim is not asserted against CSFB.

1008. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1008 of the Complaint, except states upon information and belief that Enron registered certain securities that were sold in public offerings at various times, and further states that this claim is not asserted against CSFB.

1008.1. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1008.1 of the Complaint,

except admits to the existence of 17 C.F.R. §230.158 and refers to that regulation for its contents, and further states that this claim is not asserted against CSFB.

1009. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1009 of the Complaint, and further states that this claim is not asserted against CSFB.

1010. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1010 of the Complaint, and further states that this claim is not asserted against CSFB.

1011. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1011 of the Complaint, and further states that this claim is not asserted against CSFB.

1012. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1012 of the Complaint, except states upon information and belief that Enron filed certain registration statements and prospectuses that included consents on the part of Andersen, and further states that this claim is not asserted against CSFB.

1013. Denies the averments set forth in paragraph 1013 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1013 of the Complaint to the extent they are asserted against persons or entities other than CSFB, and further states that this claim is not asserted against CSFB.

1014. Denies the averments set forth in paragraph 1014 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or

information sufficient to form a belief as to the truth of the averments set forth in paragraph 1014 of the Complaint to the extent they are asserted against persons or entities other than CSFB, and further states that this claim is not asserted against CSFB.

1015. Denies the averments set forth in paragraph 1015 of the Complaint, and further states that this claim is not asserted against CSFB.

1016. Deleted.

1016.1. Repeats and reavers its answers to the averments set forth in paragraphs 1 through 1016.1 of the Complaint.

1016.2. Denies the averments set forth in paragraph 1016.2 of the Complaint, except admits that Plaintiffs purport to assert claims under § 12(a)(2) of the 1933 Act against Pershing LLC fka Donaldson Lufkin & Jenrette Securities Corp. and Credit Suisse First Boston Corp., and under § 15 of the 1933 Act against Credit Suisse First Boston (USA), Inc. fka Donaldson Lufkin & Jenrette, Inc., and by way of further answer states that by the Court's March 31, 2004 Order Re: Credit Suisse Defendants' Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB.

1016.3. Denies the averments set forth in paragraph 1016.3 of the Complaint, except admits that Plaintiffs purport to bring certain Claims for Relief pursuant to the 1933 Act against Pershing LLC fka Donaldson Lufkin & Jenrette Securities Corp., Credit Suisse First Boston Corp., and Credit Suisse First Boston (USA), Inc. fka Donaldson Lufkin & Jenrette, Inc.

1016.4. Denies the averments set forth in paragraph 1016.4 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or

information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.4 to the extent they are asserted against persons or entities other than CSFB, except admits that Credit Suisse First Boston Corporation, Donaldson, Lufkin & Jenrette Securities Corporation, Deutsche Banc Alex. Brown and Lehman Brothers were underwriters for the September 2000 debt and equity offering by Osprey Trust and Osprey I, Inc., and admits that Credit Suisse First Boston Corporation, Deutsche Bank, Banc of America Securities Limited, JP Morgan, and CIBC World Markets were underwriters for a July 2001 debt and equity offering by Marlin Water Trust II and Marlin Water Capital Corp. II, and by way of further answer states that by the Court's March 31, 2004 Order Re: Credit Suisse Defendants' Motion to Dismiss, the 1933 Act claims related to the September 1999 debt and equity offering by Osprey Trust and Osprey I, Inc. have been dismissed as to CSFB.

1016.5. Denies the averments set forth in paragraph 1016.5 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.5 to the extent they are asserted against persons or entities other than CSFB.

1016.6. Denies the averments set forth in paragraph 1016.6 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.6 to the extent they are asserted against persons or entities other than CSFB.

1016.7. Denies the averments set forth in paragraph 1016.7 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.7 to the extent they are asserted against persons or entities other than CSFB.

1016.8. Denies the averments set forth in paragraph 1016.8 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.8 to the extent they are asserted against persons or entities other than CSFB.

1016.9. Denies the averments set forth in paragraph 1016.9 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.9 to the extent they are asserted against persons or entities other than CSFB.

1016.10. Repeats and reavers its answers to the averments set forth in paragraphs 1 through 991 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.11. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.11 of the Complaint, except admits that Plaintiffs purport to bring the Fifth Claim for Relief pursuant to the Texas Securities Act, Tex. Rev. Civ. Stat., art. 581-33, on behalf of the Washington

Board and all other States, political subdivisions thereof and/or State Pension Plans, and further states that this claim is not asserted against CSFB.

1016.12. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.12 of the Complaint, except admits that Plaintiff Washington Board purports to assert the Fifth Claim for Relief against Defendants J.P. Morgan and Lehman Brothers pursuant to art. 581-33 of the Texas Securities Act, and further states that this claim is not asserted against CSFB.

1016.13. Denies the averments set forth in paragraph 1016.13 of the Complaint to the extent they are asserted against CSFB, and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.13 to the extent they are asserted against persons or entities other than CSFB, and further states that this claim is not asserted against CSFB.

1016.14. Denies the averments set forth in paragraph 1016.14 of the Complaint to the extent they are asserted against CSFB and states that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.14 to the extent they are asserted against persons or entities other than CSFB, and further states that this claim is not asserted against CSFB.

1016.15. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.15 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.16. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.16 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.17. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.17 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.18. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.18 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.19(a). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.19(a) of the Complaint, and further states that this claim is not asserted against CSFB.

1016.19(b). States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.19(b) of the Complaint, and further states that this claim is not asserted against CSFB.

1016.20. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.20 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.21. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.21 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.22. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.22 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.23. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.23 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.24. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.24 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.25. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.25 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.26. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.26 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.27. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.27 of the Complaint, and further states that this claim is not asserted against CSFB.

1016.28. States that it is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1016.28 of the Complaint, and further states that this claim is not asserted against CSFB.

Prayer for Relief. Denies the averments set forth in the Prayer for Relief.

## **AFFIRMATIVE AND OTHER DEFENSES**

### **FIRST DEFENSE**

The Complaint fails to state a claim against CSFB upon which relief can be granted and fails to comply with the requirements of Rule 9(b) of the Federal Rules of Civil Procedure and the Private Securities Litigation Reform Act.

### **SECOND DEFENSE**

Plaintiffs' claims are barred in whole or in part for lack of standing.

### **THIRD DEFENSE**

CSFB is not liable because it did not make a false or misleading statement of material fact or omission of material fact and is not responsible (in law or in fact) for any alleged false or misleading statements or omissions of material fact by others.

### **FOURTH DEFENSE**

CSFB is not liable because any alleged misstatements by CSFB were forward-looking and contained sufficient cautionary language and risk disclosure, and any alleged misstatements by CSFB further are not actionable under the bespeaks caution doctrine.

### **FIFTH DEFENSE**

CSFB is not liable because the alleged misrepresentations and omissions on which Plaintiffs base their claims were not material.

### **SIXTH DEFENSE**

CSFB is not liable because it did not make a false or misleading statement of material fact or omission of material fact on which Plaintiffs relied and is not responsible (in law or in fact) for any alleged false or misleading statements or omissions of material fact by others on which Plaintiffs are alleged to have relied.

#### SEVENTH DEFENSE

CSFB is not liable because the alleged misstatements and omissions (improperly) attributed to CSFB were not made in connection with the purchase of any securities by Plaintiffs.

#### EIGHTH DEFENSE

CSFB is not liable because Plaintiffs knew or had reason to know the truth of the alleged misrepresentations or omissions on which their claims are based.

#### NINTH DEFENSE

CSFB is not liable because CSFB had, after a reasonable investigation, reasonable grounds to believe and did believe at the time the relevant Prospectuses in the Complaint became effective that the statements therein were true and that there was no omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

#### TENTH DEFENSE

CSFB is not liable because the alleged misrepresentations or omissions by CSFB were based on the good faith and in reasonable reliance upon the work, opinions, information, representations and advice of others upon whom CSFB was entitled to rely.

#### ELEVENTH DEFENSE

CSFB is not liable because Plaintiffs' claims against CSFB are barred by the applicable statutes of limitations.

#### TWELFTH DEFENSE

Plaintiffs' claims for injunctive relief are barred by the doctrine of laches.

THIRTEENTH DEFENSE

CSFB is not liable because CSFB neither owed nor breached any duty to disclose information allegedly misrepresented or omitted in Enron's or any person or entity other than CSFB's statement to Plaintiffs.

FOURTEENTH DEFENSE

CSFB is not liable because CSFB did not breach any duty to disclose information allegedly misrepresented or omitted in analyst research notes distributed by CSFB.

FIFTEENTH DEFENSE

CSFB is not liable because Plaintiffs' losses (if any) were not caused by CSFB.

SIXTEENTH DEFENSE

CSFB is not liable because CSFB did not act with scienter.

SEVENTEENTH DEFENSE

CSFB is not liable because CSFB did not participate in any device, scheme or artifice to defraud in connection with the purchase or sale of any Enron security.

EIGHTEENTH DEFENSE

CSFB is not liable because some or all of the matters now claimed by the Complaint to be the subject of misrepresentations or omissions were publicly disclosed or were in the public domain and, as such, were available to Plaintiffs and were at all times reflected in the market price of Enron securities.

NINETEENTH DEFENSE

Plaintiffs' claims are barred in whole or in part because the alleged misrepresentations and omissions alleged in the Complaint did not affect the market price of Enron securities.

TWENTIETH DEFENSE

CSFB is not liable because Plaintiffs' losses, if any, are due in whole or in part to the fraud and/or negligence of the current and/or former officers and employees of Enron, as well as other persons and entities not related to CSFB.

TWENTY-FIRST DEFENSE

CSFB is not liable because Plaintiffs' losses, if any, should be reduced, diminished, and/or eliminated under the proportionate liability provisions of Section 21D(f)(2)(B) and 21D(f)(3) of Securities Exchange Act of 1934, and under Chapter 33 of the Texas Civil Practice and Remedies Code to the extent it applies, to reflect only CSFB's percentage of responsibility

TWENTY-SECOND DEFENSE

CSFB is entitled to receive contribution from others for any liability it incurs.

TWENTY-THIRD DEFENSE

Plaintiffs' claims against CSFB are barred as a matter of law because CSFB cannot be held liable for allegedly aiding and abetting the actionable conduct of Enron, current and/or former officers and employees of Enron, or other persons and entities not related to CSFB.

TWENTY-FOURTH DEFENSE

This action may not be properly maintained as a class action.

TWENTY-FIFTH DEFENSE

Plaintiffs' claims against CSFB are barred in whole or in part by Plaintiffs' failure to mitigate their alleged damages.

TWENTY-SIXTH DEFENSE

CSFB denies that Plaintiffs were injured to the nature and extent claimed and contests damages.

TWENTY-SEVENTH DEFENSE

The damages sought by Plaintiffs exceed those permitted under the Securities Exchange Act of 1934, the Private Securities Litigation Reform Act, common law, or any other applicable statute, rule or regulation.

TWENTY-EIGHTH DEFENSE

CSFB is not liable as a matter of law for the actions of its predecessors, subsidiaries and affiliates.

TWENTY-NINTH DEFENSE

CSFB expressly reserves the right to amend and/or supplement its answer, defenses and all other pleadings.

THIRTIETH DEFENSE

CSFB hereby adopts and incorporates by reference any and all other defenses asserted or to be asserted by any other defendant to the extent CSFB may share in such defense.

THIRTY-FIRST DEFENSE

CSFB reserves the right to raise any additional defenses not asserted herein of which it becomes aware through discovery or other investigation.

Dated: April 30, 2004

Respectfully submitted,

A handwritten signature in cursive script that reads "Lawrence D. Finder" followed by a horizontal line and the word "Supervisor" written in a smaller, less legible cursive script.

Lawrence D. Finder  
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SUISSE FIRST BOSTON LLC (FORMERLY  
KNOWN AS CREDIT SUISSE FIRST BOSTON  
CORP.), PERSHING LLC AND CREDIT  
SUISSE FIRST BOSTON (USA), INC.**

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(USA), INC.**

**CERTIFICATE OF SERVICE**

The undersigned certifies that on April 30, 2004, a true and correct copy of the foregoing instrument was served on the attorneys of record for all parties to the above cause through es13624.com in accordance with the Court's order regarding website service.

  
Odean L. Volker