

UNITED STATES BANKRUPTCY COURT

PROOF OF CLAIM

Name of Debtor: LEHMAN BROTHERS

Case Number:

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

ALIGN COMMUNICATIONS, INC

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: ALIGN COMMUNICATIONS, INC 55 BROAD STREET - 6TH FLOOR NEW YORK, NY 10004

Telephone number: (212) - 207-2606

Court Claim Number: (If known)

Filed on:

Name and address where payment should be sent (if different from above):

Telephone number:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$793,330.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: SERVICES PROVIDED / PERFORMED

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as:

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

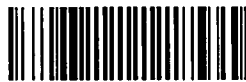
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any orders, invoices, itemized statements of runnir You may also attach a summary. Attach redac a security interest. You may also attach a sum

Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000000010

purchase reements.

DO NOT SEND ORIGINAL DOCUMENTS. SCANNING.



ER

If the documents are not available, please explain:

Date:

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Mrs. Panchitz CFO - MARIAN SANDMIERS

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).

Amount entitled to priority:

\$

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

FILED FOR COURT USE ONLY

SEP 23 2008

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

EPIQ BANKRUPTCY SOLUTIONS, LLC

**IMPORTANT!**

Severe weather may cause some service delays and disruptions along the U.S. Gulf Coast. [Learn more](#)

Track Shipments/FedEx Kinko's Orders

[Quick Help](#)

**Detailed Results**

**Tracking number** 984599889334  
**Signed for by** R.GREEN  
**Ship date** Sep 18, 2008  
**Delivery date** Sep 22, 2008 9:14 AM

**Reference** LBH NTC 09-17-2008  
 (IMPORTS\CONSLEGL,  
 RENUM)\*\*\*\*1  
**Purchase order number**  
**Destination** NEW YORK, NY  
**Delivered to** Receptionist/Front Desk  
**Service type** Priority Overnight  
**Weight** 1.0 lbs.

**Status** Delivered

**Signature image available** Yes

Date/Time	Activity	Location	Details
Sep 22, 2008	9:14 AM	Delivered	NEW YORK, NY
	7:17 AM	On FedEx vehicle for delivery	NEW YORK, NY
Sep 21, 2008	6:52 AM	At local FedEx facility	NEW YORK, NY
	7:55 PM	Arrived at FedEx location	NEWARK, NJ
Sep 20, 2008	4:20 PM	Departed FedEx location	MEMPHIS, TN
	1:12 AM	Arrived at FedEx location	NEWARK, NJ
Sep 19, 2008	9:28 AM	Delivery exception	NEW YORK, NY Incorrect address
	8:21 AM	At local FedEx facility	NEW YORK, NY
	7:03 AM	Arrived at FedEx location	NEWARK, NJ
	4:32 AM	Departed FedEx location	MEMPHIS, TN
	12:57 AM	Arrived at FedEx location	MEMPHIS, TN
Sep 18, 2008	12:37 AM	Left FedEx origin facility	MEMPHIS, TN
	6:37 PM	Picked up	MEMPHIS, TN
	6:20 PM	Package data transmitted to FedEx	

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Subscribe to tracking updates (optional)

Your name:

Your e-mail address:

E-mail address	Language	Exception updates	Delivery updates
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>

Select format:  HTML  Text  Wireless

Add personal message:

Not available for Wireless or non-English characters.

By selecting this check box and the Submit button, I agree to these [Terms and Conditions](#)

Submit

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).**

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**Aged Accounts Receivable**

Align Communications, Inc.

September 22, 200 3:28 PM

Page 1

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(Detail, aged as of September 22, 2008)

Aged by transaction date.

Customer: No.: LEBRGS|LEBRRW, Customer Posting Group: DEFAULT

No.	Name	.....Document.....		.....Aged Customer Balances.....					Doc. Curr.	
		Trx Date	Description	Typ	Number	Balance Due	Current	31 - 60 Days		61 - 90 Days
LEBRGS	Lehman Brothers		Phone			Contact	Mr. Gregg Somma			
05/31/08	LEB018 & 029:745 7th Ave &	Inv	13489	39,600.00	0.00	0.00	0.00	39,600.00		
08/31/08	LEB018 & LEB029: User Mov	Inv	13973	46,200.00	46,200.00	0.00	0.00	0.00		
LEBRGS	Total Amount Due			85,800.00	46,200.00	0.00	0.00	39,600.00		
			Credit Limit:	No Limit	53.85%	0.00%	0.00%	46.15%		
LEBRRW	Lehman Brothers Inc.		Phone			Contact				
11/30/07	LEB020: Database Programm	Inv	12636	3,000.00	0.00	0.00	0.00	3,000.00		
01/31/08	LEB031: Carteret Server Insta	Inv	12964	11,770.00	0.00	0.00	0.00	11,770.00		
03/31/08	LEB031: Carteret Server Insta	Inv	13212	3,210.00	0.00	0.00	0.00	3,210.00		
03/31/08	LEB019: Piscataway Data Ctr	Inv	13216	80,000.00	0.00	0.00	0.00	80,000.00		
03/31/08	LEB020: Database Programm	Inv	13217	13,000.00	0.00	0.00	0.00	13,000.00		
05/31/08	LEB019: Piscataway Data Ce	Inv	13490	106,500.00	0.00	0.00	0.00	106,500.00		
05/31/08	LEB019: Piscataway Data Ctr	Inv	13491	63,360.00	0.00	0.00	0.00	63,360.00		
05/31/08	LEB020: Database Svc-Migrat	Inv	13492	13,000.00	0.00	0.00	0.00	13,000.00		
07/31/08	LEB019: DC Migration to Pisc	Inv	13736	131,000.00	0.00	131,000.00	0.00	0.00		
07/31/08	LEB019: Data Center Migratio	Inv	13737	55,440.00	0.00	55,440.00	0.00	0.00		
07/31/08	LEB020: Migration Tool Updat	Inv	13738	17,000.00	0.00	17,000.00	0.00	0.00		
08/31/08	LEB019: DC Migration to Pisc	Inv	13965	67,000.00	67,000.00	0.00	0.00	0.00		
08/31/08	LEB019: Data Center Migratio	Inv	13974	128,900.00	128,900.00	0.00	0.00	0.00		
08/31/08	LEB031: Server Installations	Inv	13975	5,350.00	5,350.00	0.00	0.00	0.00		
08/31/08	LEB020: Migration Tool Updat	Inv	13998	9,000.00	9,000.00	0.00	0.00	0.00		
LEBRRW	Total Amount Due			707,530.00	210,250.00	203,440.00	0.00	293,840.00		
			Credit Limit:	No Limit	29.72%	28.75%	0.00%	41.53%		
	Report Total Amount Due(\$)			793,330.00	256,450.00	203,440.00	0.00	333,440.00		
					32.33%	25.64%	0.00%	42.03%		



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13489

**Bill to:**  
 Mr. Gregg Somma  
 Lehman Brothers  
 70 Hudson Street 6th Floor  
 PSR#1286  
 Jersey City, NJ 07302  
 USA

**Ship to:**  
 Mr. Gregg Somma  
 Lehman Brothers  
 745 7th Avenue  
 New York, NY 10019

<b>Invoice Date</b> 05/31/08	<b>Purch. Order No.</b> May 2008	<b>Terms</b> Net 30 Days
<b>Due Date</b> 06/30/08	<b>Order Date</b> 05/31/08	<b>Job No.</b> LEB018
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRGS

Qty.	Unit	Item No.	Description	Unit Price	Total Price
17	Days		LEB018: 745 7th Ave User Restack Consulting Days/ Chris Weber Reference: TSR#938447 Pre-Hire# 33506	1,100.00	18,700.00
19	Days		LEB029: 1271 Project Consulting Days/ Greg Ferguson Reference: TSR# 1017241 Pre-Hire# 33504	1,100.00	20,900.00
Consulting provided by Align Communications in May 2008 for User Move Support.					

<b>Subtotal:</b>	39,600.00
<b>Sales Tax:</b>	0.00
<b>TOTAL, USD \$:</b>	<b>39,600.00</b>



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13973

**Bill to:**  
 Mr. Gregg Somma  
 Lehman Brothers  
 70 Hudson Street 6th Floor  
 PSR#1286  
 Jersey City, NJ 07302  
 USA

**Ship to:**  
 Mr. Gregg Somma  
 Lehman Brothers  
 745 7th Avenue  
 New York, NY 10019

<b>Invoice Date</b> 08/31/08	<b>Purch. Order No.</b> TRS - 1032509	<b>Terms</b> Net 30 Days
<b>Due Date</b> 09/30/08	<b>Order Date</b> 08/31/08	<b>Job No.</b> LEB018
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRGS

Qty.	Unit	Item No.	Description	Unit Price	Total Price
			TSR# 1032509		
			Chris Weber & Greg Ferguson		
1			Pre-Hire-34865	9,240.00	9,240.00
1			Pre-Hire-34868	9,240.00	9,240.00
1			Pre-Hire-34869	9,240.00	9,240.00
1			Pre-Hire-34870	9,240.00	9,240.00
1			Pre-Hire-34871	9,240.00	9,240.00
			Consulting provided by Align Communications in August 2008 User Move Support.		
			*Please reference TSR# 1032509.		

<b>Subtotal:</b>			46,200.00
<b>Sales Tax:</b>			0.00
<b>TOTAL, USD \$:</b>			<b>46,200.00</b>



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 12636

**Bill to:**

Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**

Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

<b>Invoice Date</b> 11/30/07	<b>Purch. Order No.</b> November 2007	<b>Terms</b> Net 30 Days
<b>Due Date</b> 12/30/07	<b>Order Date</b> 11/30/07	<b>Job No.</b> LEB020
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
3	Days		Consulting Days/ Database Associate  Consulting provided by Align Communications in November 2007 for Database Programming in Cranford, NJ.  Please reference TSR# 870233 & PO# 6792.	1,000.00	3,000.00

<b>Subtotal:</b>	3,000.00
<b>Sales Tax:</b>	0.00
<b>TOTAL, USD \$:</b>	<b>3,000.00</b>



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 12964

**Bill to:**

Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**

Mr. Paul Nally  
 Lehman Brothers Inc.  
 1400 Federal Blvd.  
 Carteret, NJ 07008

<b>Invoice Date</b> 01/31/08	<b>Purch. Order No.</b> January 2008	<b>Terms</b> Net 30 Days
<b>Due Date</b> 03/01/08	<b>Order Date</b> 01/31/08	<b>Job No.</b> LEB031
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
11	Days		Labor Days/ Server Installation	1,000.00	11,000.00
			Labor provided by Align Communications in January 2008 for Server Installation at 1400 Federal Blvd. Carteret, NJ.		

<b>Subtotal:</b>				11,000.00	
<b>Sales Tax:</b>				770.00	
<b>TOTAL, USD \$:</b>				<b>11,770.00</b>	



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13212

**Bill to:**  
 Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**  
 Mr. Paul Nally  
 Lehman Brothers Inc.  
 1400 Federal Blvd.  
 Carteret, NJ 07008

<b>Invoice Date</b> 03/31/08	<b>Purch. Order No.</b> March 2008	<b>Terms</b> Net 30 Days
<b>Due Date</b> 04/30/08	<b>Order Date</b> 03/31/08	<b>Job No.</b> LEB031
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
3			Labor Days/ Server Installation	1,000.00	3,000.00
			Labor provided by Align Communications in March 2008 for Server Installation at 1400 Federal Blvd. Carteret, NJ.		

<b>Subtotal:</b>	3,000.00
<b>Sales Tax:</b>	210.00
<b>TOTAL, USD \$:</b>	<b>3,210.00</b>



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13216

**Bill to:**  
 Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**  
 Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 03/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 04/30/08	<b>Order Date</b> 03/31/08	<b>Job No.</b> LEB019
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
18	Days		Consulting Days/ Senior Project Manager	1,300.00	23,400.00
18	Days		Consulting Days/ Senior Server Technician	1,200.00	21,600.00
18	Days		Consulting Days/ Implementation Associate	1,000.00	18,000.00
17	Days		Consulting Days/ Project Associate	1,000.00	17,000.00
Consulting provided by Align Communications in March 2008 for the Piscataway Data Center Relocation Project. Project#2006000709 & P&L#21581 Budget Line#107 Migration Move Plan & Proj Manage					

<b>Subtotal:</b>	80,000.00
<b>Sales Tax:</b>	0.00
<b>TOTAL, USD \$:</b>	<b>80,000.00</b>



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13217

**Bill to:**

Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**

Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 03/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 04/30/08	<b>Order Date</b> 03/31/08	<b>Job No.</b> LEB020
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
13	Days		Consulting Days/ Database Associate  Consulting provided by Align Communications in March 2008 for Database Programming in Piscataway, NJ.  Project #2006000709 & P&L: 21581 Budget Line#107 Migration Move Planning & Project Management.	1,000.00	13,000.00

<b>Subtotal:</b>				13,000.00	
<b>Sales Tax:</b>				0.00	
<b>TOTAL, USD \$:</b>				<b>13,000.00</b>	



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13490

**Bill to:**

Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**

Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 05/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 06/30/08	<b>Order Date</b> 05/31/08	<b>Job No.</b> LEB019
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
21	Days		Consulting Days/ Sr. Project Manager	1,300.00	27,300.00
21	Days		Consulting Days/ Sr. Server Technician	1,200.00	25,200.00
35	Days		Consulting Days/ Implementation Associate	1,000.00	35,000.00
19	Days		Consulting Days/ Project Associate	1,000.00	19,000.00
<p>Consulting provided by Align Communications in            May 2008 for the Data Center Migration to            Piscataway.</p> <p>Project#2006000709 &amp; P&amp;L: 21581            Budget Line# 107 Migration Move Planning &amp;            Project Management.</p>					

<b>Subtotal:</b>				106,500.00	
<b>Sales Tax:</b>				0.00	
<b>TOTAL, USD \$:</b>				<b>106,500.00</b>	



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13491

**Bill to:**

Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**

Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 05/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 06/30/08	<b>Order Date</b> 05/31/08	<b>Job No.</b> LEB019
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
1			Week 2 -58 / 13 Servers*	14,000.00	14,000.00
1			Week 2 - SA Support	4,500.00	4,500.00
1			Week 3 -34 Servers*	10,000.00	10,000.00
1			Week 3 - SA Support	1,500.00	1,500.00
1			Week 4 - 29 Servers*	10,000.00	10,000.00
1			Week 4 - SA Support	1,500.00	1,500.00
1			Week 5 - 64 Servers*	14,000.00	14,000.00
1			Week 5 - SA Support	4,500.00	4,500.00
<p>Server moves provided by Align Communications in            May 2008 for the Data Center Migration to            Piscataway.</p> <p>*Please note that labor is subject to sales tax.</p> <p>Project# 2006000709 &amp; P&amp;L: 21581            Budget Line# 107 Migration Move Planning &amp;            Project Management.</p>					





55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13492

**Bill to:**

Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**

Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 05/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 06/30/08	<b>Order Date</b> 05/31/08	<b>Job No.</b> LEB020
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
13	Days		Consulting Days/ Database Associate  Consulting provided by Align Communications in May 2008 for Migration Tool Updates. Project# 2006000709 & P&L: 21581 Budge Line #107 Migration Move Planning & Project Management.	1,000.00	13,000.00

<b>Subtotal:</b>	13,000.00
<b>Sales Tax:</b>	0.00
<b>TOTAL, USD \$:</b>	<b>13,000.00</b>



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13736

**Bill to:**

Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**

Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 07/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 08/30/08	<b>Order Date</b> 07/31/08	<b>Job No.</b> LEB019
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
22	Days		Consulting Days/ Sr. Project Manager	1,300.00	28,600.00
37	Days		Consulting Days/ Sr. Server Technician	1,200.00	44,400.00
26	Days		Consulting Days/ Implementation Manager(s)	1,000.00	26,000.00
32	Days		Consulting Days/ Communication Associate	1,000.00	32,000.00
<p>Consulting provided by Align Communications in July 2008 for the Data Center Migration to Piscataway.</p> <p>Project#2006000709 &amp; P&amp;L: 21581            Budget Line# 107 Migration Move Planning &amp; Project Management.</p>					

<b>Subtotal:</b>	131,000.00
<b>Sales Tax:</b>	0.00
<b>TOTAL, USD \$:</b>	<b>131,000.00</b>



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13737

**Bill to:**  
 Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**  
 Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 07/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 08/30/08	<b>Order Date</b> 07/31/08	<b>Job No.</b> LEB019
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
1			Week 8 - Postponed		
1			Week 9 - 62 Servers*	14,000.00	14,000.00
1			Week 9 - SA Support	3,000.00	3,000.00
1			Week 10 - 63 Servers*	14,000.00	14,000.00
1			Week 10 - SA Support	3,000.00	3,000.00
1			Week 11/11A - 87 Servers*	14,000.00	14,000.00
1			Week 11/11A - SA Support	4,500.00	4,500.00
<p>Server moves provided by Align Communications in July 2008 for the Data Center Migration to Piscataway.</p> <p>*Please note that labor is subject to sales tax.</p> <p>Project# 2006000709 &amp; P&amp;L: 21581            Budget Line# 107 Migration Move Planning &amp; Project Management.</p>					

Subtotal: 52,500.00  
 Sales Tax: 2,940.00  
**TOTAL, USD \$: 55,440.00**



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13738

**Bill to:**

Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**

Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 07/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 08/30/08	<b>Order Date</b> 07/31/08	<b>Job No.</b> LEB020
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
17	Days		Consulting Days/ Database Technician  Consulting provided by Align Communications in July 2008 for Migration Tool Updates.  Project# 2006000709 & P&L: 21581 Budge Line #107 Migration Move Planning & Project Management.	1,000.00	17,000.00

<b>Subtotal:</b>	17,000.00
<b>Sales Tax:</b>	0.00
<b>TOTAL, USD \$:</b>	<b>17,000.00</b>



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13965

**Bill to:**

Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**

Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 08/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 09/30/08	<b>Order Date</b> 08/31/08	<b>Job No.</b> LEB019
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
1			Week 12 - 99 Servers*	16,000.00	16,000.00
1			Week 12 - SA Support	4,500.00	4,500.00
1			Week 13 - 49 Servers*	10,000.00	10,000.00
1			Week 13 - SA Support	3,000.00	3,000.00
1			Week 14 - 56 Servers*	10,000.00	10,000.00
1			Week 14- SA Support	3,000.00	3,000.00
1			Week 15 - 78 Servers*	14,000.00	14,000.00
1			Week 15 - SA Support	3,000.00	3,000.00
<p>Server moves provided by Align Communications in August 2008 for the Data Center Migration to Piscataway.</p> <p>*Please note that labor is subject to sales tax.</p> <p>Project# 2006000709 &amp; P&amp;L: 21581            Budget Line# 107 Migration Move Planning &amp; Project Management.</p>					





55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13974

**Bill to:**  
 Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**  
 Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 08/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 09/30/08	<b>Order Date</b> 08/31/08	<b>Job No.</b> LEB019
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
21	Days		Consulting Days/ Sr. Project Manager	1,300.00	27,300.00
33	Days		Consulting Days/ Sr. Server Technician	1,200.00	39,600.00
29	Days		Consulting Days/ Implementation Manager(s)	1,000.00	29,000.00
33	Days		Consulting Days/ Communication Associate	1,000.00	33,000.00
<p>Consulting provided by Align Communications in August 2008 for the Data Center Migration to Piscataway.</p> <p>Project#2006000709 &amp; P&amp;L: 21581            Budget Line# 107 Migration Move Planning &amp; Project Management.</p>					

<b>Subtotal:</b>				128,900.00	
<b>Sales Tax:</b>				0.00	
<b>TOTAL, USD \$:</b>				<b>128,900.00</b>	



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13975

Page: 1

**Bill to:**  
 Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**  
 Lehman Brothers Inc.  
 300 Boulevard E.  
 Weehawken, NJ 07086

<b>Invoice Date</b> 08/31/08	<b>Purch. Order No.</b> August 2008	<b>Terms</b> Net 30 Days
<b>Due Date</b> 09/30/08	<b>Order Date</b> 08/31/08	<b>Job No.</b> LEB031
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
5	Days		Labor Days/ Server Installations	1,000.00	5,000.00
			Labor provided by Align Communications in June/August 2008 for Server Installations at 300 Boulevard E - Weehawken, NJ.		

<b>Subtotal:</b>	5,000.00
<b>Sales Tax:</b>	350.00
<b>TOTAL, USD \$:</b>	<b>5,350.00</b>



55 Broad Street 6th Fl., New York, NY 10004  
 Tel (212) 207-2600 Fax (212) 207-2626

# Invoice 13998

**Bill to:**  
 Lehman Brothers Inc.  
 Image Processing Systems  
 c/o Lehman Brothers A/P Dept  
 PO Box 2339  
 Secaucus, NJ 07096

**Ship to:**  
 Lehman Brothers Inc.  
 40 Corporate Place South  
 Piscataway, NJ 08854

<b>Invoice Date</b> 08/31/08	<b>Purch. Order No.</b> Project#2006000709	<b>Terms</b> Net 30 Days
<b>Due Date</b> 09/30/08	<b>Order Date</b> 08/31/08	<b>Job No.</b> LEB020
	<b>SalesPerson</b>	<b>Customer ID</b> LEBRRW

Qty.	Unit	Item No.	Description	Unit Price	Total Price
9	Days		Consulting Days/ Database Technician  Consulting provided by Align Communications in August 2008 for Migration Tool Updates.  Project# 2006000709 & P&L: 21581 Budge Line #107 Migration Move Planning & Project Management.	1,000.00	9,000.00

<b>Subtotal:</b>	9,000.00
<b>Sales Tax:</b>	0.00
<b>TOTAL, USD \$:</b>	<b>9,000.00</b>

## MASTER AGREEMENT FOR CONSULTING SERVICES

Consultant/Vendor (Name and Address): Align Communications, Inc.  
(Name of Agency) 845 Third Avenue  
New York, NY 10022

Tax ID: 133363996

Telephone #: 212-206-2600

Fax #: 212-207 2626

Effective Date: July 1, 2002

This Master Agreement for Consulting Services ("Agreement") is entered into as of the Effective Date specified above between Lehman Brothers Inc., having an office at 745 Seventh Avenue, New York, NY 10019 ("Lehman") and the Consultant specified above.

1. Scope of Services: Consultant agrees to provide, under the terms and conditions of this Agreement, the mutually agreed upon consulting services which are described on attachments to this Agreement, and substantially in the form of the attached Exhibit 1 ("Schedule").

2. Schedules: Both time and materials and fixed price Schedules may be entered into hereunder. Lehman, its parent company and any of their subsidiaries and affiliated companies (each a "Lehman Entity") may enter into Schedules under this Agreement, and for purposes of any such Schedule shall be considered "Lehman" as that term is used herein. Schedules should be consecutively numbered for identification and once signed on behalf of both parties will be incorporated into and form a part of this Agreement. If there is a conflict between this Agreement and any Schedule, the terms of the Schedule will govern the provision of the services involved. Each Schedule should include a full and complete description of the services to be performed, the deliverables, documentation or other materials to be produced, the schedule for completion of each of the foregoing, the applicable fixed price or time and materials charges, and such additional information as the parties agree upon.

3. Work Policy/Personnel:

(a) For each Schedule, each party will designate a Project Manager as the main interface between them. The scope and specific conduct of Consultant's services, consistent with the Schedule, must be coordinated with Lehman's Project Manager at all times. Consultant will use its best efforts to ensure the continuity of Consultant's employees assigned to perform services under any Schedule. There will be no charge to Lehman for any replacement personnel assigned by Consultant until Lehman and Consultant agree that each such replacement has acquired the necessary orientation and background to make a productive contribution.

(b) Every two (2) weeks (or on such other periodic basis if specified on a Schedule), Consultant will submit written status reports describing its activities and accomplishments during the preceding two (2) weeks (or such other period) including: the current status of activities (with an explanatory narrative when appropriate); the resources used since the last report, and a cumulative total since the Schedule's effective date; and the identification of any problems and actions taken to resolve them. Upon request, Consultant will meet with Lehman management to review the status of Consultant's activities.

(c) Lehman will only provide working space, resources and materials if specified on the Schedule. Consultant personnel will observe and comply with Lehman's security procedures, rules, regulations, policies, working hours and holiday schedules and Consultant will use its best efforts to minimize any disruption to Lehman's normal business operations at all times. Upon Lehman's request and at Lehman's discretion, Consultant will promptly cause any individual expected to assist in the performance of services under this Agreement to provide to Lehman a completed Exhibit 2 hereto, as same may be revised by Lehman from time to time (including both background information and fingerprint specimens) and to undergo drug testing. Notwithstanding anything to the contrary in this Agreement, Lehman may terminate this Agreement and/or may require Consultant immediately to terminate the assignment of any individual performing services under this Agreement if an individual expected to provide services under this Agreement does not promptly provide complete information (and fingerprint specimens) as provided in Exhibit 2 hereto or does not undergo drug testing or if, in the sole judgment of Lehman (i) the results of the background investigation are unsatisfactory; (ii) any background information provided by such individual is inaccurate; (iii) any background information provided by such individual cannot be verified; or (iv) the results of the drug testing are unsatisfactory. Nothing contained in this Agreement shall be construed to create any obligation on the part of Lehman to disclose to the Consultant or its personnel the reasons for its determination in this regard, or share any information obtained through its background investigation, except to the extent otherwise required by law.

(d) If any Consultant employee performing services is unacceptable to Lehman for cause (e.g., not qualified to perform), Consultant shall immediately remove said employee from performing services. Lehman is the sole judge as to performance capability. If any employee performing services is found to be unacceptable to Lehman for any other reason, Lehman shall notify Consultant and Consultant shall immediately take appropriate corrective action. Unless otherwise agreed in writing, Consultant will not hire or solicit the employment of any Lehman personnel while Consultant is performing services for Lehman and for a period of six (6) months thereafter.

(e) Consultant agrees and represents that it is an independent contractor and its personnel are not Lehman's agents or employees for federal, state and local tax purposes or any other purposes whatsoever, and are not entitled to any Lehman employee benefits. Consultant assumes sole and full responsibility for the acts of its personnel and shall indemnify and save harmless Lehman, Lehman's affiliates and their successors, officers, directors and employees ("Indemnitees") from loss, liability costs and expenses (including reasonable attorneys' fees) with respect to any and all claims on account of any act or lack of action on the part of Consultant or its personnel, including but not limited to any liability or damages resulting from breach of any duty or theft of material or services by any such person, provided however, that Consultant's obligation to indemnify shall not apply to any loss or liability caused solely by the misconduct or negligence of Lehman's employees or of other individuals not directly employed or engaged by Consultant. Notwithstanding the foregoing, Consultant shall indemnify and hold harmless Indemnitees with respect to claim, loss or liability of any kind (including reasonable attorneys' fees) relating to or arising out of any assertion that Indemnitees should be deemed the "employer" or "joint employer" of any of the individuals performing services under this Agreement. Consultant

represents that each of its personnel providing services under this Agreement is an employee of Consultant and that Consultant will withhold and pay all applicable income and payroll taxes with respect to such personnel. Consultant and its personnel have no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate Lehman in any manner whatsoever. Consultant, and not Lehman, is solely responsible for the compensation of personnel assigned to perform services hereunder, and payment of worker's compensation, disability and other similar benefits, unemployment and other similar insurance, for withholding income and payroll taxes and for verifying the work eligibility of each person performing services hereunder, including the completion and maintenance of Form I-9. Consultant will comply with all applicable requirements of Executive Order 11246, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, the Rehabilitation Act of 1973, as amended, and the applicable implementing regulations and reporting requirements under each of the foregoing, each of which are incorporated herein by reference.

4. Acceptance:

(a) Each deliverable shall be subject to a verification of acceptability by Lehman to ensure that such deliverable satisfies Lehman's requirements. Unless otherwise specified on the Schedule, the acceptability of any deliverable shall be based on Lehman's satisfaction or non-satisfaction with the deliverable, in Lehman's sole discretion. If any deliverable is not acceptable, Lehman shall notify Consultant specifying its reasons in reasonable detail, and Consultant will, at no additional cost, promptly conform such deliverable to Lehman's requirements. If within thirty (30) days of such Lehman notification, any deliverable is still not acceptable, Lehman may at any time thereafter, at its option and without obligation or liability of any kind, terminate the Schedule involved. When any deliverable is acceptable to Lehman, Lehman will notify Consultant in writing of its acceptance.

(b) Consultant shall promptly make a complete written disclosure to Lehman of each invention, discovery, device, or procedure whether patentable or not (hereinafter referred to as "Disclosed Subject"), conceived or first actually reduced to practice, solely or jointly, by Consultant and/or Lehman and/or their respective employees and agents as a result of services performed hereunder. As to each such Disclosed Subject, Consultant shall specifically point out the features or concepts which Consultant believes to be new or different.

(c) Consultant acknowledges that Lehman shall have exclusive, unlimited ownership rights to all works performed under each Schedule and all materials, information and/or deliverables prepared hereunder or developed as a result of services performed hereunder, both as individual items and/or a combination of components and whether or not the Schedule is completed, including, without limitation, any Disclosed Subject. All of the foregoing shall be deemed to be work made for hire and made in the course of services rendered and shall belong exclusively to Lehman, with Lehman having the sole right to obtain, hold and renew, in its own name and/or for its own benefit, patents, copyrights, registrations and/or other appropriate protection. To the extent that exclusive title and/or ownership rights may not originally vest in Lehman as contemplated hereunder (e.g., may not be deemed works made for hire), Consultant hereby agrees to irrevocably assign, transfer and convey to Lehman all right, title and interest therein. Consultant and its personnel shall give Lehman, and/or any Lehman designee, all reasonable

assistance and execute all documents necessary to assist and/or enable Lehman to perfect, preserve, register and/or record its rights in any such work, materials, information and/or deliverable. Consultant shall, immediately upon request of Lehman, or upon the termination, cancellation or expiration of each Schedule or this Agreement, turn over to Lehman all materials, information and deliverables prepared or developed as a result of this Agreement and/or any Schedule, and any Lehman documents or other materials held by or on behalf of Consultant, together with all copies thereof.

5. Charges and Terms of Payment:

(a) The applicable fixed prices and/or time and materials charges shall be specified on the Schedule. All time and materials charges shall be subject to the applicable Early Payment Discount as set forth in this Section 5. In no event shall any charges exceed Consultant's applicable standard published rates. Consultant's daily billing rate for time and materials charges is based on a minimum eight (8) hour work day (a "Professional Day"). For services performed on a time and materials basis any hours worked in excess of a Professional Day in any one day or on Saturdays, Sundays or holidays, shall be at no additional cost unless specifically authorized in advance in writing by Lehman's Project Manager. Lehman also agrees to pay for reasonable supply, material or travel costs and expenses required and actually incurred in performing services, provided that Consultant has: (i) obtained Lehman's prior written consent; (ii) detailed them on a form acceptable to Lehman and approved them in accordance with Consultant's own expense policies; and (iii) submitted supporting documentation satisfactory to Lehman. It is understood that Lehman shall not reimburse Consultant for normal commutation expenses or for travel and living expenses incurred by any Consultant employee in performing services at a Lehman facility located in the same metropolitan area as that of employee's home base. It is also understood that any air transportation reimbursable hereunder shall be coach-economy, that any entertainment by or on behalf of Consultant shall be at no cost to Lehman, and any accommodations shall be preapproved by Lehman in writing.

(b) The charges hereunder do not include and Lehman will pay, all taxes levied against or upon the services provided hereunder, or arising out of this Agreement, exclusive, however, of taxes based on Consultant's income or employment of personnel, which taxes shall be paid by Consultant. Lehman agrees to pay any tax for which it is responsible directly, or to reimburse Consultant upon receipt of proof of payment acceptable to Lehman.

(c) Unless another payment schedule is specified on the Schedule, Consultant shall invoice Lehman: (i) upon Lehman's written acceptance of any deliverables, products or work performed on a fixed price basis; or (ii) monthly in arrears, for services provided on a time and materials basis and for out-of-pocket expenses. Consultant will submit to Lehman's Project Manager the amounts to be invoiced for review prior to actual invoicing. For services performed on a time and materials basis, Consultant will also submit time sheets (with a copy of the applicable Consultant time tracking sheets enclosed), to Lehman showing the hours worked by its employees. All invoices, except for amounts disputed by Lehman, shall be payable within thirty (30) days of receipt; provided that Lehman shall have received time sheets which are consistent with the amounts billed on the invoices. Any disputed amounts shall not affect payment of non-

disputed charges and expenses. All invoices must be prepared under Consultant's letterhead. Only original invoices will be processed.

(d) Lehman will receive an early payment discount (the "Early Payment Discount") on all charges incurred under this Agreement as described herein. If Lehman transmits payment to Consultant on or before the tenth business day after Lehman's receipt of invoice, the Early Payment Discount will be 3% of the invoiced amount. If Lehman transmits payment to Consultant within eleven (11) to fifteen (15) business days of Lehman's receipt of invoice, the Early Payment Discount will be 2% of the invoiced amount. If Lehman transmits payment to Consultant within sixteen (16) to twenty (20) business days of Lehman's receipt of invoice, the Early Payment Discount will be 1% of the invoiced amount. If Lehman transmit payment to Consultant later than twenty (20) business days after Lehman's receipt of invoice, the Early Payment Discount shall not apply to such invoice.

(e) Consultant warrants and represents that the prices and charges with respect to any deliverables, products, or services provided pursuant to this Agreement are and, throughout the term of the Agreement, shall be comparable to or better than the prices and charges offered prior to and as of the effective date by Consultant to any of its commercial customers who are similarly situated to Lehman with respect to similar deliverables, products, or services.

(f) If at any time during the term of this Agreement, Consultant shall contract, or have contracted, with any customer for any deliverable, product, or service that is provided pursuant to this Agreement (or any deliverable, product, or service substantially similar to such deliverable, product, or service) at a price or charge less than the price or charge set forth herein or on terms and conditions more favorable than the terms and conditions set forth herein, then (i) Consultant shall, within thirty (30) calendar days after the effective date of such other contract, notify Lehman in writing of such fact, specifying the more favorable price or other terms and conditions; (ii) regardless of whether such notice is sent by Consultant or received by Lehman, this Agreement shall be deemed to be automatically amended, effective retroactively to the effective date hereof, to provide the more favorable price (and, with Lehman's written consent, the other terms and conditions) to Lehman; and (iii) Consultant shall promptly refund and pay to Lehman any excess amount (including any taxes thereon) previously paid by Lehman to Consultant for the applicable products and or services. In the event such amount is not paid to Lehman within thirty (30) calendar days after the effective date of the more favorable contract, interest on such amount shall accrue from the effective date of this Agreement to the date of payment to Lehman at the rate of eighteen percent (18%) per annum.

(g) Consultant will maintain complete and accurate accounting records in connection with services performed and materials provided hereunder, in accordance with generally accepted accounting principles, to substantiate its charges hereunder. Such records shall include, but shall not be limited to, payroll records, attendance cards, and job summaries and Consultant will provide Lehman access to such records for audit purposes for one (1) year from the date of final payment under each Schedule.

6. Warranties: Consultant warrants that: (a) it has the authority to enter into this Agreement and perform services and provide materials, information and deliverables hereunder

and that its obligations hereunder are not in conflict with any other Consultant obligations; (b) each of its employees has the proper skill, training and background necessary to accomplish their assigned tasks; (c) all services will be performed in a competent and professional manner, by qualified personnel and will conform to Lehman's requirements hereunder; (d) neither any deliverables, information, materials, nor the performance of any services by Consultant infringe upon or violate the rights of any third party and Lehman shall receive free and clear title to all works, materials, information and deliverables prepared and/or developed in connection with this Agreement; (e) Lehman shall have the right to use for its own purposes, any ideas, methods, techniques, materials and information provided to or otherwise obtained by Lehman as a result of this Agreement without restriction, liability or obligation, except as may be specified herein; and (f) at the time of acceptance, each deliverable will conform to its specifications and Lehman's requirements and that for ninety (90) days following Lehman's acceptance, Consultant shall correct and repair, at no cost to Lehman, any defect, malfunction or nonconformity which prevents such deliverable from conforming and performing as warranted.

7. Term: This Agreement shall commence as of the Effective Date above and shall continue in full force and effect thereafter unless and until terminated in accordance with the provisions of this Agreement. Notwithstanding any provision to the contrary, Lehman may terminate this Agreement and/or any Schedule upon five (5) days' written notice. Lehman agrees to pay Consultant for services performed up to the effective date of termination, at the agreed upon rates. Notwithstanding any other provision of this Agreement to the contrary, in the event that Lehman finds Consultant's services to be unacceptable for cause, including but not limited to, a determination that Consultant is not qualified to perform, Lehman may terminate this Agreement immediately without prior written notice to Consultant and without payment for services inadequately performed. Notice of termination of any Schedule shall not be considered notice of termination of this Agreement unless specifically stated in the notice.

8. Solicitation: Lehman maintains the right to hire any employee of Consultant as a full time employee or independent contractor and agrees to pay a placement fee in accordance with the following schedule:

- (a) If any such employee is hired during the first two months from the start date of any Schedule under which such individual first started working for Lehman, a fee equal to 22% of the annual base salary or projected annualized fees shall apply; or
- (b) If any such employee is hired during the third or fourth month from the start date of any Schedule described in subdivision (a) above, a fee equal to 12% of the annual base salary or projected annualized fees shall apply; or
- (c) If any such employee is hired during the fifth or sixth month, from the start date of any Schedule described in subdivision (a) above, a fee equal to 6% of the annual base salary or projected annualized fees shall apply; or
- (d) If any such employee is hired after six months from the start date of any Schedule described in subdivision (a) above, Lehman is not obligated to pay any fees.

As respects any employee of Consultant assigned by Consultant to work pursuant to any Schedule, any limitation on freedom of movement of such Consultant employee, as memorialized in any writing between Consultant and its employee, shall be inoperative and unenforceable as concerns Lehman and shall be superseded by the provisions of this Agreement.

9. LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

10. Intellectual Property Infringement: Consultant, at its own expense, will defend and/or handle any claim or action against any Lehman Entity for infringement of any patent, copyright or similar property right (including, but not limited to, misappropriation of trade secrets) based on any deliverables, materials and/or any services furnished to or obtained by Lehman or the use thereof by Lehman. Consultant agrees to give Lehman prompt written notice of any threat, warning of notice of any such claim or action which could have an adverse impact on Lehman's use or possession of same. Consultant shall have the right to conduct the defense of any such claim or action and, consistent with Lehman's rights hereunder, all negotiations for its settlement; provided, however, Lehman may participate in such defense or negotiations to protect its interests. Consultant further agrees to indemnify and hold each Lehman Entity harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim or action.

11. Confidential Information:

(a) Consultant agrees to regard and preserve as confidential all information related to the business activities of the Lehman Entities, their clients, suppliers and other entities with whom the Lehman Entities do business that may be obtained by Consultant from any source or may be developed as a result of this Agreement. Consultant agrees to hold such information in trust and confidence for Lehman and not to disclose such information to any person, firm or enterprise, or use any such information for its own benefit or the benefit of any other party, unless authorized by Lehman in writing, and to limit access and disclosure of such confidential information to Consultant's personnel on a "need to know" basis only.

(b) Consultant acknowledges that services performed for Lehman may relate to past, present or future strategies, plans, business activities, methods, processes and/or information which afford Lehman certain competitive or strategic advantages. To further ensure the protection of Lehman's interest in this regard and unless otherwise provided in the applicable Schedule, Consultant agrees, during the term of any Schedule and for a period of six (6) months thereafter, Consultant shall not assign or utilize any individual assigned to perform services for Lehman hereunder to perform services in support of any Competitor of Lehman in connection with a Competitive Project. For purposes of this section, "Competitor" is defined as any person, firm or enterprise conducting a business or providing or supporting a product or service substantially similar to any of Lehman's and "Competitive Project" is defined as any task or work effort whose intent or result is or will be substantially similar to any contemplated by a Schedule. If there is any doubt whether any person, firm or enterprise is deemed a "Competitor" or whether any task or work effort is deemed a "Competitive Project," Consultant shall obtain Lehman's

advance written approval (not to be unreasonably withheld) which decision shall be deemed final and controlling for all purposes hereunder.

(c) Consultant shall, in advance, require each of its personnel assigned to perform services under any Schedule and each of its personnel who obtains or is in a position to obtain any Lehman information or materials required by the terms of this Agreement to be kept confidential, to execute a Non-Disclosure Agreement in the form attached hereto as Exhibit 3 which forms a part hereof. Consultant will provide Lehman with a true copy of each such Agreement upon request. Consultant further agrees to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.

(d) Consultant acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, Lehman will have no adequate remedy in damages and, accordingly, shall be entitled to an injunction against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof.

12. Excusable Delay: Neither party will be liable for any delay or failure to perform due to causes beyond its control and without its fault or negligence.

13. Advertising: Neither party shall use the other's name in advertising or publicity releases without securing the other party's prior written consent.

14. GOVERNING LAW & INTERPRETATION: THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED UNDER THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK. HEADINGS ARE FOR REFERENCE AND ARE NOT INTENDED TO AFFECT THE MEANING OF ANY TERMS. IF ANY PROVISION OF THIS AGREEMENT IS HELD INVALID, ILLEGAL OR UNENFORCEABLE, THE REMAINING PROVISIONS WILL CONTINUE UNIMPAIRED.

15. Insurance: Unless otherwise agreed upon and set forth on the Schedule, for each Schedule, Consultant agrees to obtain and maintain and keep in full force and effect at Consultant's expense statutory worker's compensation, disability, unemployment insurance and the like for those of its employees performing services under Schedules and/or this Agreement. In addition, Consultant agrees to obtain and maintain professional, commercial general and business auto liability and excess and umbrella insurance. The limits of such insurance shall not be less than five million dollars (\$5,000,000) combined single limit. Furthermore, Consultant agrees to obtain fidelity bond coverage for each of its personnel engaged by it to perform services under this Agreement in an amount not less than five million dollars (\$5,000,000). Each such insurance policy shall: (a) be maintained with an insurer having a rating of at least an A- in the most currently available Best's Insurance Reports; (b) name Lehman as additional insured and additional loss payee, where applicable; and (c) shall provide for at least thirty (30) days' prior notice to Lehman in the event of any modification or cancellation. Consultant will also notify Lehman at least thirty (30) days in advance if Consultant desires to modify or cancel any

such insurance. Consultant shall furnish Lehman with certificates of insurance to evidence its compliance with the provisions hereof.

16. Assignment: Consultant may not assign, transfer, or subcontract the performance of its services, or any of its rights and/or obligations hereunder (whether by operation of law or otherwise), without Lehman's prior written consent, and any attempt to do so shall be void. Lehman may assign this Agreement, any Schedule and/or any of its rights or obligations to any Lehman Entity or in connection with a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, its capital stock or assets without Consultant's consent and upon written notice to Consultant.

17. Notices: All notices shall be in writing and delivered personally or properly mailed, first class mail, to the addresses of the parties set forth at the beginning of this Agreement, to the attention of the undersigned, and, as to any Schedule, with a copy to the signatories of the Schedule involved, at the same address, or to such other address or addressee as either party may designate by written notice. Any such notice shall be deemed given on the date delivered or placed in the mails as specified.

18. Entirety: This Agreement, together with the Exhibits, Schedules and Attachments hereto, contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral. No modification to this Agreement or any failure or delay in enforcing any term, exercising any option or requiring performance will be binding or construed as a waiver of such term unless agreed to in writing.

ALIGN COMMUNICATIONS, INC.

By: [Signature]  
Name: JAMES J COOKE  
(Type or Print)  
Title: PRESIDENT  
Date: JULY 23, 2002

LEHMAN BROTHERS INC.

By: [Signature]  
Name: JAMES SHERMAN  
(Type or Print)  
Title: VP GLOBAL FINANCIAL  
Date: 7/31/02

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Type or Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FORM OF SCHEDULE

Consultant: Align Communications

Schedule No.: 13

This Schedule is issued pursuant to the Master Agreement for Consulting Services between Lehman Brothers Inc. ("Lehman") and the above named Consultant dated July 1, 2002 (the "Agreement"). Any term not otherwise defined herein shall have the meaning specified in the Agreement.

Start Date: 4/1/07

Fee schedule will be in effect thru 4/30/08

Lehman Project Manager: Greg Somma

Consultant Project Managers: Chris Weber and Greg Ferguson

Service Location: Lehman NY and NJ Offices

Status Reports:

As requested

EXHIBIT 1

Consultant must submit time tracking sheets as such are referenced in the Agreement in order to be reimbursed for all time and material charges.

See Attachment A for a complete description of the Services and Deliverables, a listing of the documentation to be provided, the milestone or implementation schedule, a schedule of payments applicable to this Schedule and any other applicable information.

CONSULTANT (AGENCY)

LEHMAN BROTHERS INC.

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Arthur Doolish  
(Type or Print)

Name: KENNETH GORING JR  
(Type or Print)

Title: Principal

Title: V.P.

Date: April 26, 2007

Date: 5/11/07

ATTACHMENT ASchedule of Fees

The daily rate is **\$1,100.00** for both project managers listed in this agreement and will be in effect thru 5/1/2008.

Description of ServicesI. Planning and Project Management Responsibilities

- Develop the Master Project Schedule and maintain the schedule throughout the project. Report against the Master Schedule and make additions with relevant information as required
- Provide project management to meet with users about their technology requirements
- Manage the from / to information and user sign off process
- Confirm the “names to desks” and stacking plans
- Create graphical move plans and desk profile / Verify floor plans associated with each move
- Assist with the organization of each relocation weekend by communicating with the business units, IT staff, electricians and movers
- Coordinate with the movers for equipment tagging
- Coordinate the disconnect and reconnect process on move weekends
- Orchestrate and support Lehman’s acceptance testing during cutover nights and weekends
- Manage a command center which provides centralization for all move related issues during the weekend (this also serves as a focal point for users and technology teams for coordination during the weekend of the move)
- Provide support for each morning after a move
- Develop floor plans with individual user names, locations and group name for each relocation
- Perform project administration (i.e. develop and maintain project plans, develop and maintain move calendars, chair / participate in meetings, provide weekly status reports, maintain technology issues lists, meet with users to review PC / telephone disconnects and reconnect expectation, perform data integrity checks prior to disconnects, document requirements, create agendas / minutes and distribute as appropriate, provide reporting and metrics)
- Coordinate with 3<sup>rd</sup> party vendors with the scheduling of related project work (i.e. IPC, Avaya, etc.)

II. Post Move Responsibilities

- Follow Up
  - Full support on relocation weekends, including early Monday coverage
  - Day 1 problem resolution
  - Provide and review all as built documentation with Lehman personnel

Any change of scope or additional work will be requested in writing.

**FORM OF SCHEDULE**

Consultant: Align Communications

Schedule No.: 15  
CON000000023926

This Schedule is issued pursuant to the Master Agreement for Consulting Services between Lehman Brothers Inc. ("Lehman") and the above-named Consultant dated July 1, 2002 (the "Agreement"). Any term not otherwise defined herein shall have the meaning specified in the Agreement.

Start Date: 10/1/07 : Fee schedule will be in effect  
thru 11/30/08

Lehman Project Manager: Fran Favorito

Consultant Project Manager: Art Dooling

Service Location: Lehman NY and NJ offices

**Status Reports:**  
As requested

**EXHIBIT 1 (CONTINUED)**

Consultant must submit time tracking sheets as such are referenced in the Agreement in order to be reimbursed for all time and material charges.

See Attachment A for a complete description of the Services and Deliverables, a listing of the documentation to be provided, the milestone or implementation schedule, a schedule of payments applicable to this Schedule and any other applicable information.

CONSULTANT (AGENCY)

LEHMAN BROTHERS INC.

By: 

By: 

Name: ARTHUR DOWNING

(Type or Print)

Name: JANET BRADLEY

(Type or Print)

Title: PRINCIPAL

Title: VP

Date: 10/18/07

Date: 10-15-07

## **ATTACHMENT A TO SCHEDULE**

### **Schedule of Fees**

The following hourly rates will be in effect thru 11/30/08:

- a. Director - \$180.
- b. Engineers - \$160.
- c. Report Specialists - \$150
- d. Analysts - \$120.

### **Description of Services**

Attachment B will be completed when work is requested on a time and material basis.

### **Other Additional Terms and Conditions:**

1. Any change of scope or additional work will be requested in writing.
2. Section 3(c) of the Master Consulting Agreement: The following shall be added at the end of the Section: "Lehman agrees that it will not use any information contained in any Exhibit 2 other than to conduct a background and security check on Consultant's employee, and Lehman will treat Exhibit 2 as Confidential and Proprietary Information of Consultant and Lehman will protect that Confidential and Proprietary Information in the same manner as Consultant is required to protect the Confidential and Proprietary Information of Lehman."
3. Section 5(a) of the Master Consulting Agreement: The second sentence of this Section shall be deleted in its entirety.
4. Section 5(d) of the Master Consulting Agreement shall be deleted in its entirety
5. Section 5(f) of the Master Consulting Agreement: The last sentence shall be deleted in its entirety.
6. Section 8 of the Master Consulting Agreement shall be deleted in its entirety.
7. Section 11(b): Sentences 2-4 shall be deleted in their entirety.

**ATTACHMENT B**

**(will insert the format for quoting and requesting work)**



CON000000029893

**FORM OF SCHEDULE**

Consultant: Align Communications

Schedule No.: 17

This Schedule is issued pursuant to the Master Agreement for Consulting Services between Lehman Brothers Inc. ("Lehman") and the above-named Consultant dated July 1, 2002 (the "Agreement"). Any term not otherwise defined herein shall have the meaning specified in the Agreement.

Engagement Start Date: July 1, 2008

End Date: November 30, 2008

Lehman Project Manager:

Gregg Somma

Consultant Project Manager:

Chris Weber  
Greg Ferguson

Service Location:

New York and New Jersey  
offices

**Status Reports:**

As requested

See Attachment A for a complete description of the Services and Deliverables, a listing of the documentation to be provided, the milestone or implementation schedule, a schedule of payments applicable to this Schedule and any other applicable information.

**CONSULTANT (AGENCY)**

**LEHMAN BROTHERS INC.**

By: [Signature]

By: [Signature]

Name: Armani Doores  
(Type or Print)

Name: Gregg Somma  
(Type or Print)

Title: Principal

Title: Senior Vice President

Date: 7/8/08

Date: 7/8/08



September 23, 2008

Epiq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3<sup>rd</sup> Floor  
New York, NY 10017

Re: Align Communications, Inc.

To Whom It May Concern:

Enclosed, please find the following documents regarding payment due to Align Communications, Inc. for IT Services:

- Proof of Claim Form
- Accounts Receivable Summary Sheet
- Invoice # 13489 in the amount of \$39,600 dated May 2008
- Invoice # 13973 in the amount of \$46,200 dated August 2008
- Invoice # 12636 in the amount of \$3,000 dated November 2007
- Invoice # 12964 in the amount of \$11,770 dated January 2008
- Invoice # 13212 in the amount of \$3,210 dated March 2008
- Invoice # 13216 in the amount of \$80,000 dated March 2008
- Invoice # 13217 in the amount of \$13,000 dated March 2008
- Invoice # 13490 in the amount of \$106,500 dated May 2008
- Invoice # 13491 in the amount of \$63,360 dated May 2008
- Invoice # 13492 in the amount of \$13,000 dated May 2008
- Invoice # 13736 in the amount of \$131,000 dated July 2008
- Invoice # 13737 in the amount of \$55,440 dated July 2008
- Invoice # 13738 in the amount of \$17,000 dated July 2008
- Invoice # 13965 in the amount of \$67,000 dated August, 2008
- Invoice # 13974 in the amount of \$128,900 dated August 2008
- Invoice # 13975 in the amount of \$5,350 dated August 2008
- Invoice # 13998 in the amount of \$9,000 dated August 2008
- A copy of the Master Agreement For Consulting Services executed July '02
- Copies of Schedules 13, 15, 17



The amount listed as owed to Align Communications, Inc., on the Epiq Systems web site of \$85,800 is not correct. As of September 23, 2008 the total outstanding invoiced amount owed to Align Communications, Inc., is \$793,330.

Please note that Align Communications, Inc. did not receive the Notice of Assumption and Assignment until September 22, 2008. (See attached tracking record)

If you have any questions or need any additional supporting documentation please feel free to contact me. I can be reached by phone on 212-207-2606. I would like to take this opportunity to thank you in advance for your assistance with this matter.

Best regards,

A handwritten signature in black ink, appearing to read "Marian Sandomierski". The signature is fluid and cursive, written over a light blue horizontal line.

Marian Sandomierski  
CFO

Align Communications, Inc.

Ernie Bankruptcy Solutions  
Attn: Selman Brothers  
Holdings Claims Processing  
957 Third Avenue, 3rd Floor  
New York, NY 10017

SEP 23 2008

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE: ) CASE NO. BK 08-11298  
FRONTIER AIRLINES, INC. ) CHAPTER 11 PROCEEDING  
Debtor(s). )

PRE PETITION CLAIM FOR PERSONAL PROPERTY TAXES SECURED

1. John W. Ewing Jr. is the duly elected Treasurer of Douglas County, Nebraska, a governmental subdivision of the State of Nebraska, and is the county collector of all taxes levied within Douglas County. The undersigned, Bernard J Monbouquette, Deputy Douglas County Attorney, is his authorized representative.

2. At the time of the filing of the petition initiating this case, the debtor was and still is indebted to the County of Douglas for personal property taxes and interest in the amount of

\$1,100.95

Plus interest accruing daily at 14% per annum.  
as evidenced by Exhibit A attached hereto and incorporated herein by reference.

3. The ground of liability for this debt is a personal property tax regularly assessed and levied pursuant to the laws of the State of Nebraska.

4. A duplicate of the writing on which the personal property tax is founded is attached hereto.

5. No judgment has been rendered on the claim.

6. The amount of all payments on this claim have been credited and deducted for the purpose of making this proof of claim.

7. This claim is not subject to any setoff or counterclaim.

8. There is a statutory first lien for taxes pursuant to Section 77-203 (Reissue 2003), Nebraska Revised Statutes.

9. This claim is a priority claim pursuant to Section 507(a)(8)(B) of the Bankruptcy Act.

DATED this 26 day of August, 2008

John W. Ewing Jr., Treasurer

By: *Bernard J. Monbouquette*  
Bernard J. Monbouquette

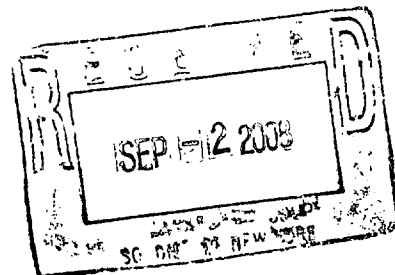
18927

Deputy County Attorney

909 Civic Center, 1819 Farnam Street

Omaha, Nebraska 68183 (402) 444-6462

fax (402) 444-6817



PTX 196050

INFO MAY BE INCOMPLETE PRIOR TO 1993

D B YEAR	-----BILLED-----			-----PAID-----			DW NO
	NET TAX	PENALTY	TOTAL	TAX	INTEREST	TOTAL	
* 2007	2180.98		2180.98	1090.49		1090.49	
2006	3230.34		3230.34	3230.34		3230.34	
2005	3083.94		3083.94	3083.94		3083.94	
2004	1175.78		1175.78	1175.78		1175.78	
2003	2384.60		2384.60	2384.60		2384.60	
2002	1506.60		1506.60	1506.60		1506.60	
2001	378.08		378.08	378.08		378.08	
2000	436.72		436.72	436.72		436.72	
1999	351.70		351.70	351.70		351.70	
1998	643.14		643.14	643.14		643.14	
1997	1073.40		1073.40	1073.40		1073.40	

OWNER FRONTIER AIRLINES  
 ADDR1 ELISSA POTUCEK BP AND CO  
 ADDR2 7001 TOWER RD  
 CITY DENVER STATE CO ZIP 80249

ASSR DIST 01  
 ACCT TYPE B  
 STATUS 1

F1-HELP F2-PTE F4-PPCA F5-PPCL F9-PTF F10-PRMK

INQUIRY ONLY

EXHIBIT "A"

PTXY 196050 2007

DELINQUENT

INFO MAY BE INCOMPLETE PRIOR TO 1993

BILLED: NET TAX 2180.98 PENALTY TOTAL 2180.98 HALF 1090.49  
DUE: TAXES 1090.49 INTEREST 10.46 TOTAL 1100.95 DIS WARRANT

-----PAYMENT HISTORY-----

TYPE	DATE	LB	SEQ	TAX PAID	INT PAID	REFERENCE ACCOUNT	OVERRIDE
PAY	03/17/2008		4	1090.49			

OWNER FRONTIER AIRLINES  
ADDR1 ELISSA POTUCEK BP AND CO  
ADDR2 7001 TOWER RD  
CITY DENVER STATE CO ZIP 80249  
INQUIRY ONLY

ASSR DIST 01  
ACCT TYPE B  
STATUS 1

F1-HELP

EXHIBIT "A"