


UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: <u>Qimonda North America Corp.</u>		Case Number: <u>09-10589</u>
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): <u>Harold Jennings</u>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: <u>H Colles Jennings</u> <u>2709 Parkwood Ave</u> <u>Richmond, VA 23220</u> Telephone number: <u>(804) 201-6481</u>		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: <u>\$ 6,173.08</u> 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. <input type="checkbox"/> 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.		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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input checked="" type="checkbox"/> 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). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: <u>\$ 6,173.08</u> <small>*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.</small>
2. Basis for Claim: <u>Wages Owed</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>N/A</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: 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 filing this proof of claim. 7. Documents: Attach redacted copies of orders, invoices, itemized statements. You may also attach a summary. At a security interest. You may also attach a security interest. You may also attach a security interest. DO NOT SEND ORIGINAL DOCUMENTS FOR SCANNING. If the documents are not available, please explain:		
Filed: USBC - District of Delaware Qimonda Richmond, LLC, Et Al. 09-10589 (MFW) 0000000020  ED AFTER		
Date: <u>2/27/09</u> Signature: <u>Colles Jennings</u> 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.		FOR COURT USE ONLY U.S. BANKRUPTCY COURT DISTRICT OF DELAWARE 2009 MAR -9 A 1:33

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.

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Harold Jennings
January 30, 2009
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AGREEMENT AND GENERAL RELEASE

THIS AGREEMENT AND GENERAL RELEASE, dated January 30, 2009 (the "Agreement") is made and entered into by and between Harold Jennings and Qimonda North America Corp. (the "Company").

RECITALS:

- A. WHEREAS, Harold Jennings has been employed by the Company for a period of time; and,
- B. WHEREAS, Harold Jennings's employment with the Company terminated effective January 30, 2009 ("the Termination Date"), and he will receive his normal pay through the last date of employment; and,
- C. WHEREAS, Harold Jennings and the Company wish to sever the employment relationship in a way that will resolve any and all claims that do or may exist;

NOW, THEREFORE, for and in consideration of the promises, covenants and undertakings described below, and for the other good and sufficient consideration, the parties agree as follows:

AGREEMENTS:

- 1. The Company has or will pay Harold Jennings all accrued wages and PTO due to Harold Jennings on or around February 13, 2009. The employee acknowledges that this payment has or will constitute full satisfaction of all accrued salary, PTO pay, or other compensation to which Harold Jennings may be entitled by virtue of his employment with the Company or his separation from the Company. This does not include any vested amounts in any 401(k), deferred compensation, pension or retirement plans, or stock option accounts, as applicable, to which the employee is otherwise entitled.
- 2. In addition, for Harold Jennings's agreement to the waiver of claims set forth in Paragraph 3(D), below, the Company agrees to provide Harold Jennings the payments and benefits described in Paragraphs 2(A)-(B), below. Harold Jennings acknowledges that, but for his agreement to the waiver of claims below, he would not be entitled to receive the payments and benefits described in Paragraphs 2(A)-(B):
 - ★ A. The Company will pay Harold Jennings the gross amount of \$6,173.08, less applicable withholdings and deductions;
 - B. Unless the employee elected to waive health insurance coverage during his employment and was not covered by any of the Company's health insurance programs at the time of his termination, and provided Harold Jennings actively enrolls in COBRA per instructions mailed to him following termination, then the Company shall make the Company portion of payments necessary to cause any Company health insurance programs that covered the employee at the time of his termination to continue for three months coincident with COBRA. Harold Jennings will be direct-billed for the employee portion of the health insurance premiums during this time.



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- C. Note: Harold Jennings must notify the Company if he receives comparable health insurance coverage from another source (e.g., a new employer) before these three months elapse, at which time the Company will discontinue the coverage. If COBRA is elected, Harold Jennings will be responsible for the full premium cost following the first three months.
3. Harold Jennings for himself, his heirs, executors, administrators, assigns and successors, agrees as follows:
- A. Except as may otherwise be required by a lawful court order, Harold Jennings agrees to keep the terms of the Agreement, including the payments made hereunder, confidential, and not to disclose such terms to anyone with the exception of his immediate family members and professional advisors.
 - B. Harold Jennings acknowledges and agrees upon the payment described in the first sentence of paragraph 1 above, that he has or will have received all sums to which he is entitled by reason of his employment with the Company, including (but not limited to) all accrued wages and vacation pay. This does not include any vested amounts in any 401(k), deferred compensation, pension or retirement plans, or stock option accounts, as applicable, to which the employee is otherwise entitled.
 - C. Harold Jennings understands that, except as is otherwise expressly provided in the Agreement, his vacation accrual and eligibility for Company benefits will cease on his last day of employment.
 - D. Harold Jennings hereby releases and waives any other claims he may have against Company and its owners, agents, officers, shareholders, employees, directors, attorneys, subscribers, subsidiaries, affiliates, successors and assigns (collectively "Releasees"), whether known or not known, including, without limitation, claims under any federal, state or local employment laws, including, but not limited to, claims of unlawful discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, violation of public policy, defamation, physical injury, emotional distress, claims for additional compensation or benefits arising out of his employment or his separation of employment, claims under Title VII of the 1964 Civil Rights Act, and any other laws and/or regulations relating to employment or employment discrimination, including, without limitation, claims based on age or under the Age Discrimination in Employment Act or Older Workers Benefit Protection Act.
 - E. Harold Jennings agrees that he shall not in any way disparage the Company, or any of its related or affiliated entities, officers, employees, technology or products.
 - F. Harold Jennings represents and warrants that he has returned to the Company all Company documents and/or property in his possession or subject to his custody or control. Harold Jennings further acknowledges that as a result of his employment with the Company, he has had access to the Company's proprietary and confidential information (collectively, "Proprietary Information"). Harold Jennings agrees that he is bound by the Software Licensing, Information Protection and Non-Disclosure Agreement and/or Patent & Secrecy Agreement executed by him upon commencement of employment, that he will hold all such Proprietary Information in strictest confidence, that he will not make use of such Proprietary Information on behalf of anyone, and that he will not disclose such Proprietary Information to anyone. Harold Jennings further confirms that he has delivered to the Company all documents and data of any nature containing or



February 17, 2009

Harold Jennings
2709 Parkwood Ave
Richmond, Virginia 23220

Dear Harold:

As you are aware, Qimonda is in the midst of a very difficult economic situation, evidenced by the insolvency filing by Qimonda AG and the recent announcement of the closure of the Richmond fab.

In the U.S., Qimonda is facing a very severe liquidity crisis. In order for the company to survive and meet our ongoing payroll obligations, we have to conserve cash. Accordingly, we are forced to make extremely difficult decisions about reducing expenditures in all areas.

Last week, we were not financially able to provide severance payments to a number of former employees expecting to receive them on February 13. We have sent a letter to all of those employees informing them of the situation.

★ We are working on a daily basis to monitor our operations, our cash flow and our ability to meet financial commitments. At this time, I want to let you know that it is unlikely that you will receive the severance payouts or benefits you were expecting following your termination.

Given this change, you are eligible to apply for unemployment benefits from your date of separation.

In addition, we will no longer be subsidizing COBRA benefit premium payments after February 28, 2009. Please note that this change does not impact your eligibility to participate in COBRA. For more information, please contact SHPS, Qimonda's benefits administrator, at 1-866-498-5520.

Please know that this and other decisions we have had to make are extremely hard because we understand the personal impact on employees and their families. We appreciate the hard work and dedication you have shown to Qimonda, and we wish we did not have to take this drastic, but necessary, step. We will notify you if and when circumstances change to permit us to take a different course of action.

Sincerely,

A handwritten signature in cursive script, reading "Miriam Martinez".

Miriam Martinez
President & CFO
Qimonda North America