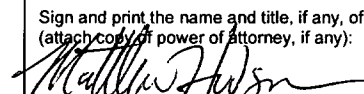
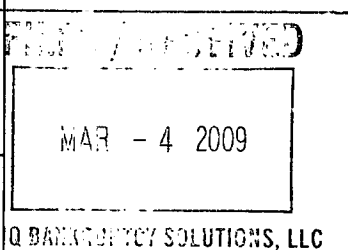


PROOF OF CLAIM

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM	
Name of Debtors and Case Numbers: Qimonda Richmond, LLC		09-10589-MFW	
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): TEKsystems, Inc.		<div><input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</div> <div><input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.</div> <div><input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court</div> <div>THIS SPACE IS FOR COURT USE ONLY</div>	
Name and address where notices should be sent: 7437 Race Rd. Hanover, MD 21076 Attn: Matt Hudson			
Telephone number: (410) 540-3248			
Account or other number by which creditor identifies debtor: 140173		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated: _____	
1. Basis for Claim <div><input type="checkbox"/> Goods sold</div> <div><input checked="" type="checkbox"/> Services performed</div> <div><input type="checkbox"/> Money loaned</div> <div><input type="checkbox"/> Personal injury/wrongful death</div> <div><input type="checkbox"/> Taxes</div> <div><input type="checkbox"/> Other _____</div>		<div><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)</div> <div><input type="checkbox"/> Wages, salaries, and compensation (fill out below)</div> <div>Your SS #: _____</div> <div>Unpaid compensation for services performed</div> <div>from _____ to _____</div> <div>(date) (date)</div>	
2. Date debt was incurred: 12/08		3. If court judgment, dated obtained:	
4. Total Amount of Claim at Time Case Filed: \$ 51,199.00 if all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <div><input type="checkbox"/> Wages, salaries, or commissions (up to \$4,000)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier — 11 U.S.C. § 507(a)(3).</div> <div><input type="checkbox"/> Contributions to an employee benefit plan — 11 U.S.C. § 507(a)(4).</div> <div><input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use — 11 U.S.C. § 507(a)(6).</div> <div><input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child — 11 U.S.C. § 507(a)(7).</div> <div><input type="checkbox"/> Taxes or penalties owed to governmental units — 11 U.S.C. § 507(a)(8).</div> <div><input type="checkbox"/> Other — Specify applicable paragraph of 11 U.S.C. § 507(a)(____)</div> <div>*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</div>	
7. Credits: The amount of all paym		of making this proof of claim.	
8. Supporting Documents: Attach statements of running accounts, i DO NOT SEND ORIGINAL DOCUMENTS a summary.		case orders, invoices, itemized evidence of perfection of ten. iments are voluminous, attach	
9. Date-Stamped Copy: To receive and copy of this proof of claim.		I, self-addressed envelope	
Date 3/2/09	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  Matt Hudson, Credit Services Manager		THIS SERVICE IS FOR COURT USE ONLY 
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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Services Agreement

This Agreement, is entered into as of the 23rd day of February, 2007, is by and between Qimonda Richmond, LLC, for its facilities located at 6000 Technology Boulevard, Sandston, Virginia 23150 and TEKsystems ("Contractor").

WHEREAS, QIMONDA RICHMOND, LLC desires Staffing Services services in connection with its semiconductor business ("Services"); and

WHEREAS, Contractor wishes to provide such Services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter stated, the parties agree as follows:

1. STATEMENT OF SERVICES

(A) CONTRACTOR agrees to provide those Services as are specified on a Statement of Work document(s) "Exhibit 1", signed by both parties, which is incorporated by reference herein, and as may be specified from time-to-time on QIMONDA RICHMOND, LLC's Purchase Order(s).

(B) QIMONDA RICHMOND, LLC shall issue a Purchase Order for any specific Services. In the event of any conflict between this Agreement and any terms on the Purchase Order, this Agreement shall control. CONTRACTOR shall complete the Services within the time and monetary limitations specified in this Agreement and/or the Purchase Order. If in the course of performing Services CONTRACTOR determines that it will be unable to complete the Services within the time schedule or authorized limit of charges specified in this Agreement or any Purchase Order, CONTRACTOR shall notify QIMONDA RICHMOND, LLC of such determination in writing as soon as possible. Any such notice shall not release CONTRACTOR, however, from any obligation to complete the Services under any fixed fee arrangement and/or within any specific time schedule.

(C) CONTRACTOR agrees to schedule regular meetings with appropriate representatives of QIMONDA RICHMOND, LLC to review the progress of the Services and to discuss CONTRACTOR's future services and corrective action, if any, needed to keep the performance of the Services on schedule.

(D) Unless otherwise specified, QIMONDA RICHMOND, LLC shall determine whether CONTRACTOR's Services are required on any specific day(s) or week(s), and how many hours will be needed.

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- (E) Neither this Agreement nor any purchase order shall limit QIMONDA RICHMOND, LLC's right to perform itself or to select others to perform the same or similar Services for any reason.

2. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is and shall be an independent contractor for the performance of Services, and that for accomplishment of the desired result QIMONDA RICHMOND, LLC is to exercise and have no control over the methods and means of accomplishment thereof, except as is otherwise specifically set forth in this Agreement. It is the intention of both QIMONDA RICHMOND, LLC and CONTRACTOR that CONTRACTOR is and shall be the sole employer and/or principal of any and all persons providing Services to QIMONDA RICHMOND, LLC, and that CONTRACTOR is and shall be obligated to perform all requirements of an employer and a contractor under federal, state, and local laws, statutes, rules, regulations, and ordinances. Under no circumstances shall CONTRACTOR's or its subcontractors, vendors, employees or agents be construed to be employees of QIMONDA RICHMOND, LLC for any purpose, including, but not limited to, record keeping obligations under federal or state safety or workers' compensation laws, statutes, ordinances, rules and regulations. CONTRACTOR's employees and agents shall not be entitled to participate in the profit sharing, pension, or other plans established for the benefit of QIMONDA RICHMOND, LLC's employees.

3. WARRANTIES

(A) CONTRACTOR warrants that all materials provided to and all Services performed for QIMONDA RICHMOND, LLC shall be free from defect in workmanship, and shall comply with all requirements of any purchase order(s) and all applicable specifications, drawings, and samples, if any, including performance specifications. Materials or work not in conformity with these warranties may, at QIMONDA RICHMOND, LLC's option, (1) be retained at an equitable adjustment in price; (2) be returned for replacement, correction, credit, or refund, as specified by QIMONDA RICHMOND, LLC, or (3) be corrected in place. All returns, replacements, and corrections shall be at CONTRACTOR's expense, including all labor, materials, installation, repair, service, transportation, and other charges. CONTRACTOR expressly assumes all the risk of loss or damage to materials returned by QIMONDA RICHMOND, LLC while same are in transit. No replacement of defective or nonconforming materials returned to CONTRACTOR shall be made unless specified by QIMONDA RICHMOND, LLC in writing.

(B) CONTRACTOR further warrants that all Services shall be performed by careful, efficient, and qualified workers, and in the best and most workmanlike manner, and that all Services shall conform to applicable requirements and to the highest standards in the field.

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4. PAYMENT

(A) CONTRACTOR shall be paid, upon the submission of proper invoices, at the rate(s) set forth in this Agreement or QIMONDA RICHMOND, LLC's purchase order(s), for Services which are actually and properly rendered by CONTRACTOR and accepted by QIMONDA RICHMOND, LLC. QIMONDA RICHMOND, LLC's payments for Services shall be made within sixty (60) days after receipt and approval of such invoices, all documentation requested by QIMONDA RICHMOND, LLC supporting such invoices and the Services covered by the invoices and receipt and approval by QIMONDA RICHMOND, LLC of properly executed releases or waivers of liens acceptable to QIMONDA RICHMOND, LLC from all persons and entities performing the Services included in such invoices. If not otherwise specified, rates shall be CONTRACTOR's standard rates for similar Services. CONTRACTOR shall not exceed the cost specified for the Services without prior written authorization from QIMONDA RICHMOND, LLC. All invoices and supporting documentation shall be sent by CONTRACTOR to QIMONDA RICHMOND, LLC at QIMONDA RICHMOND, LLC Semiconductor, Accounts Payable, 6000 Technology Boulevard, Sandston, Virginia 23150, with a copy to QIMONDA RICHMOND, LLC's releasing agent.

(B) CONTRACTOR agrees to pay, and to be solely responsible for, (i) any and all municipal, state, and/or federal unemployment insurance premiums, workers' compensation insurance premiums, income tax withholdings, social security taxes and withholdings, and all other employment-related taxes and premiums which result from its performance of Services, and (ii) any and all obligations, reports, and timely notifications relating to such matters. QIMONDA RICHMOND, LLC shall have no obligation to pay or withhold any sums for such taxes or premiums on any amounts due CONTRACTOR.

(C) CONTRACTOR shall absorb all costs and expenses, including specifically, but not limited to, travel and commuting expenses, which are incurred by CONTRACTOR and its subcontractors, agents and employees in connection with the performance of Services, except only for such costs, if any, which QIMONDA RICHMOND, LLC agrees in advance in writing to reimburse CONTRACTOR. Any invoice for such costs or expenses shall be submitted with appropriate supporting documentation and receipts acceptable to QIMONDA RICHMOND, LLC, and shall be normal and reasonable in amount. No first class air fare shall be charged to QIMONDA RICHMOND, LLC.

(D) Payment shall not preclude refund or additional payment found due after any audit of CONTRACTOR's records by QIMONDA RICHMOND, LLC.

5. DURATION OF AGREEMENT

This Agreement shall be effective upon signing by both parties as of the date first written above, and it shall continue in full force and effect until the earlier to occur of (i) the full and proper completion of the Services in accordance with this Agreement or (ii) the termination of this Agreement in accordance with Article 6 of this Agreement.

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6. TERMINATION

(A) Either QIMONDA RICHMOND, LLC or CONTRACTOR may terminate this Agreement and/or any purchase order or Services for convenience at any time, with no liability whatsoever to the other, and for any reason whatsoever, upon providing written notice of such termination to the other at least thirty (30) days in advance. In the event of any such termination by QIMONDA RICHMOND, LLC, no payments shall be incurred by QIMONDA RICHMOND, LLC for any Services performed or expenses or costs incurred after the effective date of termination, or for any anticipated profit on unperformed Services.

(B) QIMONDA RICHMOND, LLC may, by written notice of default to CONTRACTOR, terminate this Agreement and/or any purchase order or Services, in whole or in part, if CONTRACTOR fails to perform any of its obligations under this Agreement, or fails to make sufficient progress so as to endanger the timely completion or adequacy of performance of the Services.

(C) CONTRACTOR may, by written notice of default to QIMONDA RICHMOND, LLC, terminate this Agreement, in whole or in part, if QIMONDA RICHMOND, LLC fails to fulfill any of its material obligations under this Agreement.

(D) Either party may immediately terminate this Agreement and/or any purchase order(s) or Services if the other party becomes insolvent, admits in writing its inability to pay its debts as they become due and payable or makes an assignment for the benefit of creditors, or if a petition under the Bankruptcy Act is filed by or against such other party.

(E) Upon the giving or receipt by CONTRACTOR of any notice of termination of this Agreement and/or any purchase order(s) or Services, CONTRACTOR shall:

- (1) immediately discontinue all Services which have been terminated and which may be avoided; and
- (2) promptly deliver to QIMONDA RICHMOND, LLC all reports, plans, drawings, specifications, data, estimates, summaries, engineering notes, computer files, computer programs, computerized data, and all other material, documents, and information, in whatever form, whether completed or in process, accumulated, obtained, written, or developed by CONTRACTOR, which have been created or generated in performance of such Services, and all Confidential Information provided by QIMONDA RICHMOND, LLC to CONTRACTOR for the purposes of this Agreement.

7. EMERGENCY MEDICAL AID

CONTRACTOR authorizes QIMONDA RICHMOND, LLC to provide minor first aid to CONTRACTOR's agents or employees for injuries incurred on QIMONDA RICHMOND, LLC property. In the event of a serious injury, or if immediate emergency care is believed necessary for an illness, CONTRACTOR authorizes QIMONDA RICHMOND, LLC to call for an ambulance or similar service, and CONTRACTOR agrees to pay or to reimburse QIMONDA RICHMOND, LLC on demand for any resulting charges.

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8. SAFETY

(A) CONTRACTOR agrees that its safety and the safety of all persons employed by CONTRACTOR or its subcontractors and agents and any other persons who enter the premises of QIMONDA RICHMOND, LLC for the performance of Services shall be the full responsibility of CONTRACTOR.

(B) CONTRACTOR shall notify QIMONDA RICHMOND, LLC, in writing, of the existence of any hazardous conditions, property, or equipment on QIMONDA RICHMOND, LLC's property of which CONTRACTOR becomes aware, whether or not under CONTRACTOR's control; however, it shall be CONTRACTOR's responsibility to take all necessary precautions against injury to persons or damage to property from such hazards until corrected by the responsible party.

(C) CONTRACTOR agrees to take all measures necessary to prevent injury to any person(s) or damage to any property on QIMONDA RICHMOND, LLC's premises, whether or not a hazardous or potentially hazardous condition exists due to the performance of Services or in connection with any work or activity being performed by QIMONDA RICHMOND, LLC or others.

(D) CONTRACTOR represents that CONTRACTOR and its agents, employees and subcontractors and the employees and agents of such subcontractors will be properly trained to perform Services, and agrees to obtain all safety equipment required for the performance of Services and to ensure that all such agents, employees and subcontractors use such equipment in the performance of Services.

(E) CONTRACTOR agrees to comply with all federal, state, and local laws, regulations, and ordinances relating to safety, including the Occupations Safety and Health Act ("OSHA") and all applicable OSHA standards, and with all QIMONDA RICHMOND, LLC safety rules, directives, policies, and procedures of which CONTRACTOR has notice, regarding the performance of Services.

9. HAZARDOUS SUBSTANCES

(A) "Hazardous Substances," as used in this Agreement, shall include any and all petroleum fuels, or distillates, and all hazardous, toxic, infectious and radioactive substances, materials, and wastes, including, but not limited to, those defined in 29 C.F.R. Section 1910.1200, listed in the hazardous materials table in 49 C.F.R. Section 172.101, listed in 40 C.F.R. Section 302.4, and those otherwise regulated under federal, state, or local laws, ordinances, rules, regulations, and orders now or hereafter in effect which are associated with the regulation or protection of public health or the environment. CONTRACTOR acknowledges that QIMONDA RICHMOND, LLC uses Hazardous Substances in areas of QIMONDA RICHMOND, LLC's premises where Services may be performed.

(B) CONTRACTOR shall not deliver or transport any Hazardous Substances onto QIMONDA RICHMOND, LLC's premises, or to cause or permit any Hazardous Substances to be generated, emitted, released, or disposed of on QIMONDA RICHMOND, LLC's premises,

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unless it has first obtained written approval from QIMONDA RICHMOND, LLC's Safety and Environmental Departments, and CONTRACTOR agrees to comply with all instructions from such Departments regarding Hazardous Substances and all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to the transport, generation, emission, release or disposal of Hazardous Substances.

(C) CONTRACTOR shall immediately report any spill on QIMONDA RICHMOND, LLC's premises of Hazardous Substances as required by applicable federal and state laws, ordinances, statutes, rules, regulations or orders and shall take such action as may be required or approved by any governmental officer with authority to impose such requirement, to ensure that any spilled or released substance or material will not present any hazard to health, safety or the environment. CONTRACTOR shall immediately report to the QIMONDA RICHMOND, LLC Safety and Environmental Departments any spill or release of Hazardous Substance or material, whether or not CONTRACTOR is required to make a report to any governmental authority under any federal, state or local laws, statutes, ordinances, rules, regulations or orders. Containment and cleanup of Hazardous Substances owned or controlled by CONTRACTOR or its subcontractors, agents or employees shall be the sole responsibility and shall be made at the sole expense of CONTRACTOR, and the means, schedule and completion of such containment and cleanup shall be subject to the approval of QIMONDA RICHMOND, LLC's Safety and Environmental Departments.

(D) For any Services to be performed by CONTRACTOR at QIMONDA RICHMOND, LLC's premises, CONTRACTOR agrees to secure all necessary permits, licenses, and other authorizations which are required under any federal, state, or local laws, ordinances, statutes, rules, regulations, or orders, now or hereafter in effect, which are associated with the regulation or protection of public health or the environment, including, but not limited to, all necessary hazardous material storage permits from the local authorities for any Hazardous Substances stored by CONTRACTOR on QIMONDA RICHMOND, LLC's premises. In addition, CONTRACTOR agrees to obtain the written approval of QIMONDA RICHMOND, LLC's Safety and Environmental Departments before CONTRACTOR stores any Hazardous Substances on QIMONDA RICHMOND, LLC's premises.

(E) For any Services to be performed by CONTRACTOR on QIMONDA RICHMOND, LLC's premises, CONTRACTOR agrees to comply and cause its subcontractors, agents and employees to comply with all federal, state, and local laws, statutes, ordinances, rules, regulations and orders, now in effect or hereinafter enacted, which are associated with the regulation or protection of public health or the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j.

(F) The Material Safety Data Sheets ("MSDS") kept on file by QIMONDA RICHMOND, LLC for any such Hazardous Substances which are present in such areas will be made available for review by CONTRACTOR or its subcontractors, agents or employees, upon request. QIMONDA RICHMOND, LLC agrees to permit CONTRACTOR and its

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subcontractors, agents and employees to attend QIMONDA RICHMOND, LLC training programs regarding such Hazardous Substances, upon CONTRACTOR's request. QIMONDA RICHMOND, LLC reserves the right, but not the obligation, to require that CONTRACTOR and its subcontractors, agents and employees attend such training programs before they commence to perform any Services under this Agreement.

(G) CONTRACTOR shall submit an MSDS, as defined and prescribed in 29 C.F.R. Section 1910.1200, two (2) days before initial delivery or transport of any Hazardous Substances onto QIMONDA RICHMOND, LLC's premises. Submission of an MSDS for any subsequent delivery of such substances is not required, so long as CONTRACTOR provides the following certification with or at the same time as subsequent deliveries:

"Contractor certifies that an MSDS for this substance has been submitted previously to QIMONDA RICHMOND, LLC, and that there has been no change affecting the characteristics and/or composition of the substance since such submission."

CONTRACTOR's procedures for disposal of unused Hazardous Substances, product residue, by-products, and wastes shall be provided to QIMONDA RICHMOND, LLC's Environmental Department at the time the MSDS is submitted, and CONTRACTOR shall provide any changes or modifications to such procedures as they may occur.

(H) CONTRACTOR agrees that QIMONDA RICHMOND, LLC's rights in data furnished in any MSDS as provided in Article 9(G) shall include the use, duplication, and disclosure of any such data in order to apprise personnel of the hazards to which they may be exposed in using, handling, purchasing, transporting, or disposing of Hazardous Substances; to obtain medical treatment for those who may be affected by the substance; and to have others use, duplicate and disclose data to or for QIMONDA RICHMOND, LLC for these purposes. CONTRACTOR further agrees that these data rights take precedence over any other provision of this Agreement or any other agreement providing for rights in such data.

(I) CONTRACTOR shall not place any restricted legend on any MSDS or data contained thereon, except as specifically and expressly authorized by the provisions of 29 C.F.R. Section 1910.1200 relating to "Trade Secrets", as therein defined, and only then in the manner and to the extent set forth.

(J) Transportation routes used by CONTRACTOR in the transportation to the QIMONDA RICHMOND, LLC facilities of any material regulated under federal, state or local laws, ordinances, statutes, rules or regulations as a hazardous or toxic substance or material, shall be designed to minimize risk to public health and safety and the environment, and CONTRACTOR shall require its employees, agents and subcontractors to use such routes.

(K) CONTRACTOR shall mail or deliver all MSDSs required by this Article to the following addresses:

QIMONDA RICHMOND, LLC
Safety Department
6000 Technology Blvd.
Sandston, VA 23150

QIMONDA RICHMOND, LLC
Environmental Department
6000 Technology Blvd.
Sandston, VA 23150

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(L) CONTRACTOR shall insert the above provisions of this Article in all subcontracts at any tier (including purchase designations or purchase orders) for delivery or transport of Hazardous Substances onto QIMONDA RICHMOND, LLC's premises.

10. SECURITY

(A) CONTRACTOR agrees that it and its subcontractors, agents and employees, while visiting or working on QIMONDA RICHMOND, LLC's premises, shall comply with all QIMONDA RICHMOND, LLC rules, regulations, policies, and procedures of which they have notice, including, but not limited to, those relating to security, parking, and entry into and departure from QIMONDA RICHMOND, LLC's premises.

(B) Unless otherwise agreed, CONTRACTOR and its subcontractors, agents and employees shall be granted access to QIMONDA RICHMOND, LLC's premises only during QIMONDA RICHMOND, LLC's normally scheduled business hours.

(C) Any classified or restricted data, information, or item required by CONTRACTOR in the performance of Services will be furnished only after any necessary security clearance has been granted and any nondisclosure agreement(s) required by QIMONDA RICHMOND, LLC has been executed.

11. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold QIMONDA RICHMOND, LLC, and its officers, partners, agents, employees, contractors, licensees, invitees, successors and assigns harmless from and against all claims, liabilities, damages, suits, judgments, decrees, causes of action, proceedings, costs, pre-judgment and post-judgment fees of attorneys or other professionals or consultants, fines and all other expenses of whatsoever kind or character, including specifically, but not limited to, those based upon or arising out of or resulting from or in connection with (i) any damage to property or injury or death to persons or any actual or alleged violation of federal, state, or local laws, statutes, ordinances, codes, rules or regulations, including, but not limited to, environmental, health, safety, or tax laws, if caused or contributed to by any omission, fault, negligence or willful or wanton conduct of CONTRACTOR or anyone acting under its direction or control or in its behalf; (ii) any actual or alleged patent, trademark, or copyright infringement; and (iii) any breach of or default under this Agreement; provided, however, that CONTRACTOR's aforesaid indemnity and hold harmless agreement shall not be applicable to any claim or suit resulting from the negligence of QIMONDA RICHMOND, LLC.

12. INSURANCE

(A) CONTRACTOR shall maintain in full force and effect, throughout the entire period of time CONTRACTOR is performing Services, the following forms of insurance:

MINIMUM INSURANCE REQUIREMENTS

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1. **Automobile Liability Insurance** – Covering Bodily Injury and Property Damage in the amount of \$2,000,000 Combined Single Limit.
2. **General Liability Insurance** – In the amount of \$2,000,000 per occurrence and in the general aggregate for Bodily Injury and Property Damage including Personal and Advertising Injury, and \$2,000,000 per occurrence and in the aggregate with respect to Products and Completed Operations.
3. **Workers' Compensation Insurance** – In conformity with the laws of the Commonwealth of Virginia (where such premises or project is located) and Employers' Liability Insurance in the amount of \$1,000,000 each accident, by disease and policy limit.
4. QIMONDA RICHMOND, LLC must be named as Additional Insured under the General Liability and Automobile policies. It is further required that all Contractors/Subcontractors waive their respective rights of subrogation, if any, as respects to the General Liability, Automobile, Workers' Compensation and Employers' Liability coverage. Written proof of such insurance shall be required of each Contractor/Subcontractor prior to entrance to the QIMONDA RICHMOND, LLC premises. The standard wording for these required endorsements is as follows:

→ **QIMONDA RICHMOND, LLC is named as additional insured under the General Liability and Automobile policies. The insurer agrees to waive their rights of subrogation, if any, under the General Liability, Automobile, Workers' Compensation and Employers' Liability policies.**

(B) The procurement and maintenance of insurance specified in this Article shall not limit or otherwise affect any liability which CONTRACTOR may have, by virtue of this Agreement or otherwise.

(C) QIMONDA RICHMOND, LLC reserves the right to require other reasonable forms of insurance and/or faithful performance guarantee bonds by giving CONTRACTOR written notice of any such additional requirements. QIMONDA RICHMOND, LLC shall bare the cost of such bonds.

(D) CONTRACTOR shall not accept a purchase order or commence any Services until such time as it has in force insurance in the forms and of the types specified in this Article and has provided appropriate certificates thereof to QIMONDA RICHMOND, LLC, Attn: Risk Management.

13. RECORDS AND ACCESS

CONTRACTOR agrees to permit duly authorized representatives of QIMONDA RICHMOND, LLC, at all reasonable times, to inspect and have access to such books, records, and documentation in CONTRACTOR's possession and control which directly relate to the performance of Services for QIMONDA RICHMOND, LLC, for the purpose of auditing and verifying the performance of or charges for Services.

14. PROTECTION OF QIMONDA RICHMOND, LLC'S BUSINESS

CONTRACTOR agrees not to use CONTRACTOR's knowledge of QIMONDA RICHMOND, LLC's business for the benefit of any other person or entity, nor to divulge to

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others any information or data, including confidential and/or proprietary information, concerning QIMONDA RICHMOND, LLC's business affairs, including, but not limited to, the names of customers, names and qualifications of employees, organizational structures, number or character of contracts, marketing or manufacturing processes, equipment, strategies, products, facilities, prices, terms, or particulars of QIMONDA RICHMOND, LLC's business, whether by sale, gift, or any device, subterfuge, or evasion. CONTRACTOR agrees, in all things and in good faith, to protect the good will of QIMONDA RICHMOND, LLC's business affairs acquired prior to and during the term of this Agreement.

15. DATA RIGHTS

(A) CONTRACTOR agrees that all data prepared or produced in connection with the performance of Services, including, but not limited to, any computer programs, databases, reports, sketches, formulas, designs, analyses, graphs, drawings, memoranda, videotapes, music compositions, notes, and notebooks ("Works"), shall be deemed works made for hire, and that all rights, title, and interest in and to such Works shall vest immediately in QIMONDA RICHMOND, LLC upon creation of such Works. In the event that it should be determined by law that any Work is or was not a work made for hire, then CONTRACTOR hereby assigns all rights, title, and interest in and to such Work to QIMONDA RICHMOND, LLC, including, but not limited to, copyrights, trade secret rights, patent rights, and any other rights, anywhere in the world, now existing or hereafter created and pertaining to such Work, and CONTRACTOR agrees to execute any and all documents as may be required to accomplish this result.

(B) CONTRACTOR agrees that all Works prepared or produced in the performance of Services shall be the sole property of QIMONDA RICHMOND, LLC, that CONTRACTOR shall not disclose such Works to anyone outside of QIMONDA RICHMOND, LLC, and that CONTRACTOR shall mark such Works "QIMONDA RICHMOND, LLC Proprietary Confidential".

(C) Upon termination of this Agreement, regardless of reason, CONTRACTOR agrees to promptly deliver to a proper QIMONDA RICHMOND, LLC representative all Works prepared by CONTRACTOR under this Agreement up to and including the date of termination, as well as all data, documents, and any other records and materials which relate to the business activities of QIMONDA RICHMOND, LLC, and all other equipment, materials, and badges which are the property of QIMONDA RICHMOND, LLC.

16. INVENTIONS AND DISCLOSURE OF INFORMATION

(A) Confidential or proprietary information and trade secrets ("Confidential Information") of QIMONDA RICHMOND, LLC or its suppliers or customers may be disclosed to CONTRACTOR in oral, written, graphic, machine recognizable, and/or sample form, and will be clearly designated, labeled, or marked as confidential or its equivalent. Confidential Information which is disclosed orally shall be confirmed in writing by the disclosing party within thirty (30) days after such disclosure.

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(B) CONTRACTOR agrees not to disclose to QIMONDA RICHMOND, LLC, nor use in the performance of Services, any confidential or proprietary information belonging to others, unless it has first obtained written authorization of the owner to do so, nor to disclose to QIMONDA RICHMOND, LLC any intellectual property of which QIMONDA RICHMOND, LLC is not otherwise entitled to learn or use.

(C) CONTRACTOR agrees that, for the duration of this Agreement and for a period of three (3) years after its termination, it will:

- (1) not use, publish or otherwise disclose such Confidential Information for its own purposes or to benefit a third party;
- (2) not disclose such Confidential Information to any third party;
- (3) restrict dissemination of such Confidential Information to only those of its employees, agents and subcontractors who must be directly involved with such Confidential Information for the performance of Services; and
- (4) use the same degree of care as for its own information of like importance, but at least to use reasonable care, in safeguarding against disclosure of such Confidential Information.

(D) This Agreement imposes no obligation upon CONTRACTOR with respect to Confidential Information disclosed under this Agreement which:

- (1) is now available or becomes available to the public without breach of this Agreement;
- (2) is explicitly approved for release by written authorization of QIMONDA RICHMOND, LLC;
- (3) is lawfully obtained from a third party or parties without a duty of confidentiality;
- (4) is disclosed to a third party by QIMONDA RICHMOND, LLC without a duty of confidentiality;
- (5) is known to CONTRACTOR prior to such disclosure but without any nondisclosure obligation; or
- (6) is at any time developed by CONTRACTOR independently of any disclosure by QIMONDA RICHMOND, LLC.

(E) CONTRACTOR agrees that all Confidential Information it receives is, and shall remain, the property of QIMONDA RICHMOND, LLC, and that it shall not be copied or reproduced without the express permission of QIMONDA RICHMOND, LLC, except for such copies as may be absolutely necessary in order to perform the Services. After the Services relating to Confidential Information are completed, and anytime upon QIMONDA RICHMOND, LLC's written request, CONTRACTOR agrees to return all Confidential Information to QIMONDA RICHMOND, LLC, along with all copies and derivatives made, including copies

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and derivatives of portions of the Confidential Information, except that CONTRACTOR may retain one archival copy of any Confidential Information for the sole purpose of use in connection with any dispute concerning this Agreement.

(F) CONTRACTOR agrees to disclose to QIMONDA RICHMOND, LLC promptly, and to assign, and does hereby assign, to QIMONDA RICHMOND, LLC, as QIMONDA RICHMOND, LLC's exclusive property, CONTRACTOR's entire right, title, and interest in intellectual property, including inventions, innovations, discoveries, improvements, ideas, and copyrights, which is developed or conceived by CONTRACTOR or its subcontractors, agents or employees, solely, or jointly with others, in the course of performing Services, if it results from information made available by QIMONDA RICHMOND, LLC to CONTRACTOR, or relates to the products, processes, developments, equipment, supplies, facilities, research or other business activities of QIMONDA RICHMOND, LLC, or results from, or is suggested by, the performance of Services. All rights, title and interest in such intellectual property shall vest in QIMONDA RICHMOND, LLC immediately upon such development or conception. CONTRACTOR agrees to make and to maintain written records of all such intellectual property, and promptly to submit such property, and supplemental oral or written disclosures, to designated representatives of QIMONDA RICHMOND, LLC. CONTRACTOR agrees to execute all papers, and otherwise provide proper assistance, at QIMONDA RICHMOND, LLC's request and reasonable expense, during and subsequent to its performance of Services, to enable QIMONDA RICHMOND, LLC or its nominees to obtain patents, copyrights, and other legal protection for intellectual property in any country. CONTRACTOR further agrees that all such property shall be the sole property of QIMONDA RICHMOND, LLC and that CONTRACTOR shall not disclose such property or permit such property to be disclosed other than to QIMONDA RICHMOND, LLC.

(G) As a precondition to the commencement of performing the Services, CONTRACTOR agrees to execute and obtain from each of its subcontractors, agents and employees who may provide such Services a signed copy of the agreement attached hereto as Exhibit 2 (Non Disclosure Agreement) and incorporated by reference herein. CONTRACTOR further agrees that this Agreement shall take precedence over any other agreement now or hereafter in effect between CONTRACTOR and such subcontractors, agents and employees.

17. MISCELLANEOUS PROVISIONS

(A) CONTRACTOR agrees that it will take all actions required by law in order to ensure that all workers performing Services are authorized to engage in such employment in accordance with the Immigration Reform and Control Act of 1986, and will, immediately upon request, provide QIMONDA RICHMOND, LLC with a copy of I-9 Forms properly completed for each of its employees and the employees of any subcontractors performing Services on QIMONDA RICHMOND, LLC's premises.

(B) QIMONDA RICHMOND, LLC shall have the rights to review the qualifications and experience of any employee of CONTRACTOR or any subcontractor who is to perform Services, both prior to or at any time during such performance, and to reject any specific employee(s) of CONTRACTOR or any subcontractor for any reason at any time.

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(C) CONTRACTOR agrees that QIMONDA RICHMOND, LLC may hire any of CONTRACTOR's employees who have performed Services after any such employees have performed at least ninety (90) calendar days of such Services, except that any of CONTRACTOR's employees who are on a lay-off status from QIMONDA RICHMOND, LLC may be recalled to employment by QIMONDA RICHMOND, LLC at any time.

(D) CONTRACTOR acknowledges that it is QIMONDA RICHMOND, LLC policy to provide a work place for its employees which is free from the illegal manufacture, distribution, possession, or use of illegal drugs and the abuse of controlled substances, because the use of illegal drugs or the abuse of controlled substances adversely affects safety, productivity, quality, integrity, and morale, and impedes QIMONDA RICHMOND, LLC's goal of attaining total customer satisfaction through best in class people, products, and work environment. CONTRACTOR agrees to have in place and to take appropriate measures regarding its employees who are assigned to perform Services on QIMONDA RICHMOND, LLC's premises as are necessary to support QIMONDA RICHMOND, LLC's policy.

(E) CONTRACTOR agrees to perform background checks and shall not assign or permit to be assigned any of its employees or any of its subcontractors' employees to perform Services if they have been convicted of a crime involving violent behavior or dishonesty. CONTRACTOR shall be solely responsible for compliance with any civil rights, privacy or other laws affecting its employees or its subcontractors' employees. QIMONDA RICHMOND, LLC reserves the right in its unilateral discretion to require CONTRACTOR to perform a background investigation regarding, among other things, citizenship or legal residency status, prior work history and criminal conviction of record of any employee of CONTRACTOR or its subcontractors performing any Services and to require all such employees to submit to drug screening prior to and during performance of Services.

(F) CONTRACTOR represents and agrees that:

- (1) it has not and will not, directly or indirectly, request, induce, solicit, or accept any bribe, kickback, or illegal payment from any QIMONDA RICHMOND, LLC employee;
- (2) it has not and will not offer or provide any payment, gift or gratuity (excluding advertising novelties or other items of nominal value) to any QIMONDA RICHMOND, LLC employee including, but not limited to, Christmas presents, money, property, services, free trips, commissions, kickbacks, paid vacation, special discounts on a product or service, or entertainment, or any favor which might be regarded as placing the QIMONDA RICHMOND, LLC employee under some obligation to a third party;
- (3) it has not and will not solicit, encourage, or participate in any activity in which the funds and assets of QIMONDA RICHMOND, LLC would not be properly and accurately recorded on the books and records of QIMONDA RICHMOND, LLC in accordance with generally accepted accounting principles and practices (such as the creation of false or artificial entries), or in which any payment made on behalf of QIMONDA RICHMOND, LLC would be approved or made with the intention or understanding that any part of such payment is to be used for any purpose other

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than that described by the documents supporting the payment (such as issuance of an invoice or other document which inaccurately reflects a transaction):

- (4) it does not presently, and will not employ any QIMONDA RICHMOND, LLC employee;
- (5) it does not presently, and will not, have any relationship with any QIMONDA RICHMOND, LLC employee, or any person who has a close personal relationship with a QIMONDA RICHMOND, LLC employee, which might affect the QIMONDA RICHMOND, LLC employee's independence of judgment in any transactions between QIMONDA RICHMOND, LLC and CONTRACTOR, or which might otherwise conflict with the proper performance of the QIMONDA RICHMOND, LLC employee's duties at QIMONDA RICHMOND, LLC; and
- (6) there is no QIMONDA RICHMOND, LLC employee, nor any person who has a close personal relationship with a QIMONDA RICHMOND, LLC employee, who has any personal, financial, or other interest in CONTRACTOR's business which could in any respect compromise the QIMONDA RICHMOND, LLC employee's loyalty to QIMONDA RICHMOND, LLC, and CONTRACTOR will not allow such a situation to occur.

CONTRACTOR agrees to obtain any interpretation of the above requirements in specific situations from, and to report any instances of potential violation of these requirements by QIMONDA RICHMOND, LLC employees to, an Executive Vice President of QIMONDA RICHMOND, LLC.

(G) All notices required or permitted by this Agreement shall be in writing and shall be deemed duly given either when personally delivered, or one (1) day after telefax, or five (5) days after being sent by registered or certified mail, return receipt requested, to the address of the other party set forth at the beginning of this Agreement, or such subsequent addresses as either party may notify the other.

(H) CONTRACTOR agrees to comply with any applicable requirements of the Rehabilitation Act of 1973, the Veterans Readjustment Act of 1974, and Executive Order 11246, and the implementing regulations of the U.S. Department of Labor, which embody governmental policy on equal employment opportunity.

18. GENERAL PROVISIONS

(A) *Entire Agreement.* This Agreement and Exhibits 1 & 2 constitute the complete and exclusive statement of the terms and conditions of the agreement between QIMONDA RICHMOND, LLC and CONTRACTOR with respect to the subject matter of this Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions, and agreements, whether verbal or written. QIMONDA RICHMOND, LLC and CONTRACTOR agree that all terms and conditions of this Agreement shall apply as of the effective date of this Agreement, and thereafter while this Agreement remains in effect. Any terms and conditions provided on the reverse of QIMONDA RICHMOND, LLC's purchase order forms, or on any quotation or order acknowledgment or order acceptance form from

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CONTRACTOR, or similar documents, shall have no effect unless such document has been signed by both parties. All terms and conditions on the front of QIMONDA RICHMOND, LLC's purchase order form shall apply to the Services specified.

(B) *Governing Law.* The validity, interpretation, and enforcement of this Agreement shall be governed and construed in accordance with the laws of the state of Virginia, except for that body of law known as conflict of laws.

(C) *Amendment.* This Agreement may be amended from time to time only by a written document signed by authorized officials of both parties. No provisions of this Agreement can be waived except by a written document signed by the party waiving the provision, and any failure to object to any breach of a provision of this Agreement shall not waive the right to object to a subsequent breach of the same or any other provision.

(D) *Severability.* If any provision of this Agreement should become fully or partially invalid or unenforceable for any reason whatsoever, or violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision deleted from this Agreement, and the remainder of this Agreement shall be valid and binding as if such provision were not included herein. There shall be substituted for any such provision another provision which, as far as legally possible, comes nearest to what the parties intended according to the sense and purpose of this Agreement.

(E) *Counterparts.* More than one counterpart of this Agreement may be executed by the parties, and each fully executed counterpart shall be deemed an original.

(F) *Headings.* Headings appearing in this Agreement are used for convenience only and shall not be used in any manner whatsoever for purposes of interpretation of this Agreement.

(G) *Force Majeure.* If an event of force majeure prevents or delays the total or partial performance of the obligations contained in this Agreement, the party claiming force majeure is obligated to inform the other party in writing promptly at both the beginning and the end of the period of force majeure. In the event that such notice is not given, then force majeure cannot be invoked to excuse the performance of any obligations under this Agreement. The term "force majeure", as used herein, means any event or occurrence beyond the reasonable control of the party affected, which prevents or delays the performance of such party's obligations as set forth herein, including, by way of example but not limitation, actions by governmental authority (whether valid or invalid), national disasters, wars, accidents, or strikes.

(H) *No Waiver.* No waiver of any right, or failure to exercise any remedy, with respect to any matter or event which is subject to this Agreement shall serve or be deemed to be a waiver of such right or remedy with respect to any other matter or event, or to constitute a precedent for purposes of the interpretation of this Agreement.

(I) *Excuse of Performance.* Either QIMONDA RICHMOND, LLC or CONTRACTOR shall be excused from any obligation arising under this Agreement when performance of the obligation has become substantially impaired as a result of any government law, rule, regulation, ordinance, or standard, including such laws, rules, regulations, ordinances, or standards which may now be in effect.

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(J) *Delegation of Performance.* CONTRACTOR agrees that it will not subcontract, delegate, or otherwise assign the performance of any of the Services to anyone else, unless it has first obtained the written approval to do so from QIMONDA RICHMOND, LLC. If CONTRACTOR fails to obtain such written approval, and any mechanic's or materialman's lien claim is thereafter filed against QIMONDA RICHMOND, LLC's property by such party, then QIMONDA RICHMOND, LLC shall notify CONTRACTOR of such filing. If a waiver or release of the lien is not provided to QIMONDA RICHMOND, LLC within seventy-two (72) hours of such notice, then QIMONDA RICHMOND, LLC shall be entitled to pay the amount claimed by the filer of the lien claim directly to such person or firm, and to deduct any such sum from compensation then due or due in the future to CONTRACTOR. Regardless of whether QIMONDA RICHMOND, LLC exercises such option, CONTRACTOR shall be liable for all costs and expenses, including reasonable attorney fees, incurred by QIMONDA RICHMOND, LLC in its efforts to obtain a release or waiver of the lien, or in defense of any legal action as a result of the lien.

(K) *No Assignment.* This Agreement may not be assigned by either party.

(L) *Survival.* The covenants, representations and warranties of Articles 3, 4, 7, 8, 9(C), 11, 13, 14, 15, 16, 17, 18(M) and 20 shall survive final acceptance of and payment by QIMONDA RICHMOND, LLC for all Services or the termination of this Agreement for any reason whatsoever.

(M) CONTRACTOR shall not subcontract or otherwise assign any work to anyone else without having first obtained written approval to do so from QIMONDA RICHMOND, LLC, in QIMONDA RICHMOND, LLC's sole and absolute discretion. If CONTRACTOR fails to obtain such written approval, or if notice of any mechanic's or materialman's lien claim is provided to QIMONDA RICHMOND, LLC by any subcontractor, vendor, mechanic or materialman, QIMONDA RICHMOND, LLC shall notify CONTRACTOR of such notice, and if a waiver or release of the claim is not provided to QIMONDA RICHMOND, LLC within seventy-two (72) hours after receipt of QIMONDA RICHMOND, LLC's notice, QIMONDA RICHMOND, LLC shall be entitled to cause the lien to be bonded off and/or to pay the amount of the claim directly to the person or firm providing the notice, and to deduct any such sum from compensation then due or due in the future to CONTRACTOR. CONTRACTOR shall also be liable for all costs and expenses, including reasonable attorneys' fees and costs, incurred by QIMONDA RICHMOND, LLC in its efforts to obtain a release or waiver or bonding off of a lien claim, or in defense of any legal action against QIMONDA RICHMOND, LLC connected with a lien or a lien claim, or arising out of or in connection therewith, and such premiums, costs and expenses may also be deducted from any sums then or thereafter due to CONTRACTOR as compensation under this Agreement, and/or CONTRACTOR shall pay the same to QIMONDA RICHMOND, LLC immediately on demand.

19. COMPENSATION

The total compensation due the supplier under the terms and conditions of this agreement shall not exceed that defined in Exhibit 3.

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20. DISPUTE RESOLUTION

Except for claims or controversies involving any Works, which shall be exempt from the requirements of this Article, QIMONDA RICHMOND, LLC and CONTRACTOR agree that they shall attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in the spirit of mutual friendship and cooperation. If any such attempt should fail, then the dispute shall first be submitted to a mutually acceptable neutral advisor for initial fact finding and mediation. Neither party shall unreasonably withhold acceptance of such an advisor, and selection of such an advisor shall be made within forty-five (45) days after written notice by either party for such fact finding and mediation. The cost of such fact finding and mediation, and of any other subsequent alternative dispute resolution agreed upon by the parties, shall be shared equally by QIMONDA RICHMOND, LLC and CONTRACTOR. Any dispute which the parties cannot so resolve between themselves in good faith within six (6) months of the date of the initial demand by either party for such fact finding shall be finally determined by a court within the state of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

QIMONDA RICHMOND, LLC

By: [Signature]

Name: Diane Foxworth

Title: Director of Purchasing

Date: 3/07/07

QIMONDA RICHMOND, LLC

By: _____

Name: _____

Title: _____

Date: _____

QIMONDA RICHMOND, LLC

By: _____

Name: _____

Title: _____

TEKsystems

By: [Signature]

Name: Holly Emison

Title: Account Manager

Date: 2/23/07

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Date: _____

Services Agreement

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 *** TX REPORT ***

TRANSMISSION OK

TX/RX NO 2453
 CONNECTION TEL 14105407671
 SUBADDRESS
 CONNECTION ID
 ST. TIME 07/20 10:27
 USAGE T 11'38
 PGS. SENT 19
 RESULT OK

TEK

systems®

10900 Nuckols Road
 Glen Allen, VA. 23060
 Direct: 804-968-6072
 Fax: 804-968-5972
hemison@teksystems.com

Date: 7/20/07

Number of pages including cover sheet:

TO: *Samantha Brown*

FROM: Holly Emison
 Account Manager

Phone #:

Fax #: *410-540-7671*

Phone #: 804-968-6072

Fax #: 804-968-5972

COMMENTS:

	Urgent	For your review	Reply ASAP	Please comment
<i>Let me know if you need anything</i>				



10900 Nuckols Road
Glen Allen, VA. 23060
Direct: 804-968-6072
Fax: 804-968-5972
hemison@teksystems.com

Date: 7/20/07

Number of pages including cover sheet:

TO:

Jim H. Brown

FROM: Holly Emison

Account Manager

Phone #:

Fax #: *804-968-5972*

Phone #: 804-968-6072

Fax #: 804-968-5972

COMMENTS:

☐ Urgent

☐ For your review

☐ Reply ASAP

☐ Please comment

Let me know if you need anything else. Let me know if pushed on this.

Thanks,

Holly

Customer ID	Customer Name	Office #	Invoice #	Status	Contractor Name	PO Ref	Week Ending	Acctg Date	Due Date	ID	Qty	Discount Amt	Rate	Tax Amt	Gross	Balance Outstanding
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	MX02270782	O	Jones, Edward H.	400119342	10/11/2008	10/17/2008	12/1/2008	REG	40.0000	0.00	79.00	0.00	3160.00	\$ 3,160.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	MX02276748	O	Jones, Edward H.	400119342	10/18/2008	10/24/2008	12/8/2008	REG	14.5000	0.00	79.00	0.00	1145.50	\$ 1,145.50
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	MX02283052	O	Jones, Edward H.	400119342	10/25/2008	10/31/2008	12/15/2008	REG	23.0000	0.00	79.00	0.00	1817.00	\$ 1,817.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	MX02290944	O	Jones, Edward H.	400119342	11/1/2008	11/7/2008	12/22/2008	REG	40.0000	0.00	79.00	0.00	3160.00	\$ 3,160.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	MX02297331	O	Jones, Edward H.	400119342	11/8/2008	11/14/2008	12/29/2008	REG	40.0000	0.00	79.00	0.00	3160.00	\$ 3,160.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	MX02304225	O	Jones, Edward H.	400119342	11/15/2008	11/15/2008	1/5/2009	REG	39.0000	0.00	79.00	0.00	3081.00	\$ 3,081.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	MX02309952	O	Jones, Edward H.	400119342	11/22/2008	11/22/2008	1/12/2009	REG	40.0000	0.00	79.00	0.00	3160.00	\$ 3,160.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	MX02315980	O	Jones, Edward H.	400119342	11/29/2008	11/29/2008	1/22/2009	REG	22.0000	0.00	79.00	0.00	1738.00	\$ 1,738.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	NW00000941	O	White, William R	400119493	1/3/2009	1/3/2009	2/23/2009	REG	20.0000	0.00	65.00	0.00	1300.00	\$ 1,300.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02765710	O	White, William R	400109862	10/1/2008	10/17/2008	12/1/2008	REG	39.2000	0.00	65.00	0.00	2548.00	\$ 2,548.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02771561	O	White, William R	400109862	10/18/2008	10/24/2008	12/8/2008	REG	40.0000	0.00	65.00	0.00	2600.00	\$ 2,600.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02777970	O	White, William R	400119493	10/25/2008	10/31/2008	12/15/2008	REG	40.0000	0.00	65.00	0.00	2600.00	\$ 2,600.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02784907	O	White, William R	400119493	11/1/2008	11/7/2008	12/22/2008	REG	40.0000	0.00	65.00	0.00	2600.00	\$ 2,600.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02791283	O	White, William R	400119493	11/8/2008	11/14/2008	12/29/2008	REG	31.3000	0.00	65.00	0.00	2034.50	\$ 2,034.50
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02797429	O	White, William R	400119493	11/15/2008	11/15/2008	1/5/2009	REG	40.0000	0.00	65.00	0.00	2600.00	\$ 2,600.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02802891	O	White, William R	400119493	11/22/2008	11/22/2008	1/12/2009	REG	40.0000	0.00	65.00	0.00	2600.00	\$ 2,600.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02809160	O	White, William R	400119493	11/29/2008	11/29/2008	1/22/2009	REG	32.0000	0.00	65.00	0.00	2080.00	\$ 2,080.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02816418	O	White, William R	400119493	12/6/2008	12/6/2008	1/26/2009	REG	40.0000	0.00	65.00	0.00	2600.00	\$ 2,600.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02822340	O	White, William R	400119493	12/13/2008	12/13/2008	2/2/2009	REG	40.0000	0.00	65.00	0.00	2600.00	\$ 2,600.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02827404	O	White, William R	400119493	12/20/2008	12/20/2008	2/9/2009	REG	40.0000	0.00	65.00	0.00	2600.00	\$ 2,600.00
140173	QIMONDA RICHMOND LLC (PRE PETITION)	00007	TK02832843	O	White, William R	400119493	12/27/2008	12/27/2008	2/16/2009	REG	31.0000	0.00	65.00	0.00	2015.00	\$ 2,015.00



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: MX02276748
Invoice Date: 10/24/08
Period Ending: 10/18/08
P.O. #: 400119342
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 1,145.50 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
Jones,Edward H.	10/18/08	REG	14.50	79.00	1,145.50

TOTAL AMOUNT DUE:	\$ 1,145.50 USD
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Oct. 14, 2008 3:28PM

Qimonda

No. 4089

P. 1

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TEK

systems

Week Ending Date

10/18/2008
M M D D Y Y Y Y

Office Number

00007

Employee Name

Jones, Edward

Customer Name

Qimonda

SSN - Enter Last 4 Digits

2803

0 1 2 3 4 5 6 7 8 9

27884

STRAIGHT
Sunday

00

OVERTIME

00

HOLIDAY

00

OTHER

00

Monday

800

Tuesday

650

Wednesday

00

Thursday

00

Friday

00

Saturday

00

Total

14.50

If OTHER Time, please describe below:

Edward E Jones

Employee Signature

T. S. Jones

Customer Approval

Time in minutes?

Yes No

PLEASE FAX APPROVED TIMECARD TO TEKsystems BY 10 AM MONDAY TO 1-866-999-8359

27884



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: MX02270782
Invoice Date: 10/17/08
Period Ending: 10/11/08
P.O. #: 400119342
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 3,160.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
Jones,Edward H.	10/11/08	REG	40.00	79.00	3,160.00

TOTAL AMOUNT DUE:	\$ 3,160.00	USD
--------------------------	--------------------	------------

TEK systems

Week Ending Date

10/11/2008

MM DD YY

SSN - Enter Last 4 Digits

2803

0 1 2 3 4 5 6 7 8 9

Office Number

00007

Employee Name

Jones, Edward

Customer Name

Qimonda

STRAIGHT

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Total

00.00

08.00

08.00

08.00

08.00

08.00

00.00

40.00

OVERTIME

00.00

00.00

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HOLIDAY

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00.00

OTHER

00.00

00.00

00.00

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00.00

00.00

If OTHER Time, please describe below:



27884

Edward H. Jones, Jr.

Employee Signature

Customer Approval

R. N. N. N.

Time in minutes?

O Yes ● No

PLEASE FAX APPROVED TIMECARD TO TEKsystems BY 10 AM MONDAY TO 1-866-999-8359



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: MX02283052
Invoice Date: 10/31/08
Period Ending: 10/25/08
P.O. #: 400119342
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 1,817.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
Jones,Edward H.	10/25/08	REG	23.00	79.00	1,817.00

TOTAL AMOUNT DUE:	\$ 1,817.00 USD
--------------------------	------------------------



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: MX02290944
Invoice Date: 11/07/08
Period Ending: 11/01/08
P.O. #: 400119342
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 3,160.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
Jones,Edward H.	11/01/08	REG	40.00	79.00	3,160.00

TOTAL AMOUNT DUE:	\$ 3,160.00 USD
--------------------------	------------------------

Nov. 3. 2008 10:12AM

Qimonda

No. 4222 P. 1

SSN - Enter Last 4 Digits

3
0
8
2

A 4x10 grid of circles. The filled circles are located at the following positions (row, column): (1, 4), (2, 1), (3, 9), (4, 3), and (4, 6).

TEKsystems

20007

Office Number

Week Ending Date

1	1
0	1
/	
2	0
0	0
0	0

M M D D Y Y Y Y

Employee Name:

Jones, Edward

Customer Name

Q: monda

STRAIGHT
Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Total

OVERTIME

HOLIDAY

OTHER

If OTHER Time, please describe below:

27884

Edward H. Jones &

Employee Signature

Customer Approval

time in minutes?

☐ Yes ☐ No

Tim McGraw

PLEASE FAX APPROVED TIMECARD TO TEKsystems BY 10 AM MONDAY TO 1-866-899-8359



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: MX02297331
Invoice Date: 11/14/08
Period Ending: 11/08/08
P.O. #: 400119342
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 3,160.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
Jones,Edward H.	11/08/08	REG	40.00	79.00	3,160.00

TOTAL AMOUNT DUE:	\$ 3,160.00 USD
--------------------------	------------------------

Nov. 10. 2008 10:18AM

Qimonda

No. 4296 P. 1/1

TEK
systems

Week Ending Date

11 / 08 / 2008
M M D D Y Y Y Y

Office Number

00007

Employee Name

Jones, Edward

Customer Name

Qimonda

SSN - Enter Last 4 Digits

21803

0 1 2 3 4 5 6 7 8 9

STRAIGHT
Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Total

OVERTIME

HOLIDAY

OTHER

If OTHER time, please describe below:

Time in minutes?

☐ Yes ☒ No

Employee Signature

Edward H. Jones

Customer Approval

Sign A. McG

PLEASE FAX APPROVED TIMECARD TO TEKsystems BY 10 AM MONDAY TO 1-866-999-8359



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: MX02304225
Invoice Date: 11/21/08
Period Ending: 11/15/08
P.O. #: 400119342
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 3,081.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
Jones,Edward H.	11/15/08	REG	39.00	79.00	3,081.00

TOTAL AMOUNT DUE:	\$ 3,081.00 USD
--------------------------	------------------------

Week Ending Date

11/15/2008
M M D D Y Y Y Y

MMDDYY

Employee Name

Customer Name

Jones, Edward
Qimonda

Office Number

00007

TEK systems.

SSN - Enter Last 4 Digits

2020

A 10x10 grid of circles. The top row has the 4th circle filled. The 2nd row has the 1st circle filled. The 3rd row has the 8th circle filled. The 4th row has the 9th circle filled. The 5th row has the 2nd circle filled. The 6th row has the 1st circle filled. The 7th row has the 1st circle filled. The 8th row has the 1st circle filled. The 9th row has the 1st circle filled. The 10th row has the 1st circle filled. Below the grid is a blacked-out section. At the bottom is a ruler with markings from 0 to 9.

Nov. 17. 2008 9:54AM

Qimonda

No. 4334 P. 1

Time in minutes?

☐ Yes ☒ No

Employee Signature

Customer Approval

PLEASE FAX APPROVED TIMECARD TO TEKsystems BY 10 AM MONDAY TO 1-866-999-8359

If OTHER Time, please describe below:



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: MX02309952
Invoice Date: 11/28/08
Period Ending: 11/22/08
P.O. #: 400119342
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 3,160.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
Jones,Edward H.	11/22/08	REG	40.00	79.00	3,160.00

TOTAL AMOUNT DUE:	\$ 3,160.00 USD
--------------------------	------------------------

Week Ending Date

01/22/2008

M M D D Y Y Y Y

Employee Name

Customer Name

Jones, Edward

Qimonda

Office Number

2000

TEK systems.

SSN - Enter Last 4 Digits

283

0 1 2 3 4 5 6 7 8 9

Nov. 24. 2008 11:12AM

Qimonda

No. 4396 P. 1/1

Time in minutes?

☐ Yes ☒ No

Employee Signature

Customer Approval

PLEASE FAX APPROVED TIMECARD TO TEKsystems BY 10 AM MONDAY TO 1-866-999-8359

If OTHER Time, please describe below:



Please Remit To:

TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: MX02315980

Invoice Date: 12/08/08

Period Ending: 11/29/08

P.O. #: 400119342

Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)

ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE:

\$ 1,738.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
Jones,Edward H.	11/29/08	REG	22.00	79.00	1,738.00

TOTAL AMOUNT DUE:

\$ 1,738.00 USD

TEK

systems

Week Ending Date

11/29/2008

MMDDYY

SSN - Enter Last 4 Digits

2843

0 1 2 3 4 5 6 7 8 9

Office Number

00007

Employee Name

Jones, Edward

Customer Name

Qimonda

STRAIGHT

Sunday

0000

OVERTIME

0000

HOLIDAY

0000

OTHER

0000

Monday

0800

Tuesday

0800

Wednesday

0600

Thursday

0000

Friday

0000

Saturday

0000

Total

2200

If OTHER Time, please describe below:

27884

Time in minutes?

O Yes ● No

Employee Signature

Edward Jones

Customer Approval

Tim A. McGee

PLEASE FAX APPROVED TIMECARD TO TEKsystems BY 10 AM MONDAY TO 1-866-999-8359



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02765710
Invoice Date: 10/17/08
Period Ending: 10/11/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,548.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	10/11/08	REG	39.20	65.00	2,548.00

TOTAL AMOUNT DUE:	\$ 2,548.00 USD
--------------------------	------------------------



Week Ending Date

MM/DD/YYYY 10/10/2008

MM DD YYYY

Office Number

00007

Employee Name

Rob White

Customer Name

Qimonda

SSN - Enter Last 4 Digits

0 1 2 3 4 5 6 7 8 9

STRAIGHT Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
	0800	0800	1650	0800	0830		3920
OVERTIME							
HOLIDAY							
OTHER							

If OTHER Time, please describe below:

We understand that TEKsystems is not an employment agency. Its services are supplied at great expense to TEKsystems. Therefore, in consideration thereof, we agree that if the employee named herein is employed by us within 180 days from the last day worked above, we will pay liquidated damages to TEKsystems. TEKsystems is providing supplemental staffing services only under the direction and supervision of Customer and is not providing a deliverable or result through these services.



Employee Signature

Rob White

Customer Approval

Customer Approval

PLEASE FAX APPROVED TIMECARD TO TEKsystems BY 10 AM MONDAY TO 1-866-999-8359

Time in minutes?

Yes No



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02771561
Invoice Date: 10/24/08
Period Ending: 10/18/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,600.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	10/18/08	REG	40.00	65.00	2,600.00

TOTAL AMOUNT DUE:	\$ 2,600.00 USD
--------------------------	------------------------



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02777970
Invoice Date: 10/31/08
Period Ending: 10/25/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,600.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	10/25/08	REG	40.00	65.00	2,600.00

TOTAL AMOUNT DUE:	\$ 2,600.00	USD
--------------------------	--------------------	------------

SSN - Enter Last 4 Digits **77473**

0 1 2 3 4 5 6 7 8 9

TEK systems

Office Number **00007**

Week Ending Date **10/24/2008**

M M D D Y Y Y Y

Employee Name **Rob White**

Customer Name **O'monda**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
STRAIGHT		08	08	08	08	08		40
OVERTIME								
HOLIDAY								
OTHER								

IF OTHER TIME, please describe below:

We understand that TekSystems is not an employment agency. Its services are supplied at great expense to TekSystems. Therefore, in consideration thereof, we agree that if the employee named herein is employed by us within 180 days from the last day worked above, we will pay liquidated damages to TekSystems. TekSystems is providing supplemental staffing services only under the direction and supervision of Customer and is not providing a deliverable or result through these services.

Employee Signature **[Signature]**

Customer Approval **[Signature]**

Time in minutes?

Yes ☐ No ☒

PLEASE FAX APPROVED TIMECARD TO TEKSYSTEMS BY 01 PM MONDAY TO 1-866-999-8359





Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02784907
Invoice Date: 11/07/08
Period Ending: 11/01/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,600.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	11/01/08	REG	40.00	65.00	2,600.00

TOTAL AMOUNT DUE:	\$ 2,600.00 USD
--------------------------	------------------------



SSN - Enter Last 4 Digits

123456789

0	0	0	0	0	0	0	0	0	0
1	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0

Week Ending Date

11/03/2008
M M D D Y Y Y Y

Office Number

00007

Employee Name

Rob White

Customer Name

Qimonda

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
STRAIGHT	08	08	08	08	08	08		40
OVERTIME								
HOLIDAY								
OTHER								

If OTHER Time, please describe below:

We understand that TEKsystems is not an employment agency. Its services are supplied at great expense to TEKsystems. Therefore, in consideration thereof, we agree that if the employee named herein is employed by us within 180 days from the last day worked above, we will pay liquidated damages to TEKsystems. TEKsystems is providing supplemental staffing services only under the direction and supervision of Customer and is not providing a deliverable or result through these services.



Employee Signature

Customer Approval

Time in minutes?

O Yes ☒ No

PLEASE FAX APPROVED TIMECARD TO TEKsystems BY 10 AM MONDAY TO 1-866-999-8359

Customer Approval

PLEASE FAX APPROVED TIMECARD TO TEKsystems BY 10 AM MONDAY TO 1-866-999-8359



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02791283
Invoice Date: 11/14/08
Period Ending: 11/08/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,034.50 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	11/08/08	REG	31.30	65.00	2,034.50

TOTAL AMOUNT DUE:	\$ 2,034.50 USD
--------------------------	------------------------



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02797429
Invoice Date: 11/21/08
Period Ending: 11/15/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,600.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	11/15/08	REG	40.00	65.00	2,600.00

TOTAL AMOUNT DUE:	\$ 2,600.00 USD
--------------------------	------------------------

Week Ending Date
11/14/2008
MM DD YY Y

SSN - Enter Last 4 Digits
4183
0 0 0 0
1 0 0 0
2 0 0 0
3 0 0 0
4 0 0 0
5 0 0 0
6 0 0 0
7 0 0 0
8 0 0 0
9 0 0 0

TEK
systems

Office Number
00007

Employee Name
Rob White

Customer Name
Qimonda

STRAIGHT	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
	08	08	08	08	08	08		40.00
OVERTIME								
HOLIDAY								
OTHER								

If OTHER time, please describe below:

We understand that TEKsystems is not an employment agency. Its services are supplied at great expense to employers. Therefore, in consideration thereof, we agree that if the employee named herein is employed by us within 180 days from the last day worked above, we will pay liquidated damages to TEKsystems. TEKsystems is providing supplemental staffing services only under the direction and supervision of Customer and is not providing a deliverable or result through these services.

27884

Employee Signature
W R White

Customer Approval
41830007 11/14/08

Time in minutes?
Yes No

PLEASE FAX APPROVED TIMECARD TO TEKsystems BX 10 AM MONDAY NO 1-866-999-8359



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02802891
Invoice Date: 11/28/08
Period Ending: 11/22/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,600.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	11/22/08	REG	40.00	65.00	2,600.00

TOTAL AMOUNT DUE:	\$ 2,600.00 USD
--------------------------	------------------------



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02809160
Invoice Date: 12/08/08
Period Ending: 11/29/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,080.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	11/29/08	REG	32.00	65.00	2,080.00

TOTAL AMOUNT DUE:	\$ 2,080.00 USD
--------------------------	------------------------

1

PLEASE FAX APPROVED TIMECARD TO TRKSYS@TSM BY 10 AM MONDAY TO 1-866-999-8359

PLEASE FAX APPROVED TIMECARD TO TRKSYS@TSM BY 10 AM MONDAY TO 1-866-999-8359



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02816418
Invoice Date: 12/12/08
Period Ending: 12/06/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,600.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	12/06/08	REG	40.00	65.00	2,600.00

TOTAL AMOUNT DUE:	\$ 2,600.00 USD
--------------------------	------------------------



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02822340
Invoice Date: 12/19/08
Period Ending: 12/13/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,600.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	12/13/08	REG	40.00	65.00	2,600.00

TOTAL AMOUNT DUE:	\$ 2,600.00	USD
--------------------------	--------------------	------------

No. 4535 P. 1/1

Employee Name	Rob White
Customer Name	Qimonda

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
STRAIGHT								
Sunday								
OVERTIME								
HOLIDAY								
OTHER								

If OTHER time, please describe below:

The understanding that TMSYSTEMS is not an employee of the company is supported at least in part by the fact that the company has no direct control over the employees of TMSYSTEMS. TMSYSTEMS is providing supplemental staffing services only under the direction and supervision of customer and is not providing a deliverable or result through these services.

Time in minutes?

☐ Yes ☒ No

Signature _____ Customer Approval _____
PLEASE FAX APPROVED THIRDCARD TO rsksystems BY 10 AM MONDAY TO 1-866-989-8359



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02827404
Invoice Date: 12/26/08
Period Ending: 12/20/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,600.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	12/20/08	REG	40.00	65.00	2,600.00

TOTAL AMOUNT DUE:	\$ 2,600.00 USD
--------------------------	------------------------



Week Ending Date

11/2/119/2010
M M D D Y Y Y Y

Office Number: 00007

Employee Name: Rob White

Customer Name: Qimonda

SSM - Enter Last 4 Digits

66713

0 1 2 3 4 5 6 7 8 9

STRAIGHT	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
	08	08	08	08	08	08		40
	00	00	00	00	00	00		00
	00	00	00	00	00	00		00
OVERTIME								
HOLIDAY								
OTHER								

If OTHER time, please describe below:

We understand that TEKsystems is not an employment agency. Its services are supplied at great expense to TEKsystems. Therefore, in consideration thereof, we agree that if the employee named herein is employed by us within 180 days from the last day worked above, we will pay liquidated damages to TEKsystems. TEKsystems is providing supplemental staffing services only under the direction and supervision of Customer and is not providing a deliverable or result through these services.



W R White

Employee Signature



Customer Approval

PLEASE FAX APPROVED TIMECARD TO TEKSYSTEMS BY 10 AM MONDAY TO 1-866-999-8359

Yes No
In minutes?



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: TK02832843
Invoice Date: 01/02/09
Period Ending: 12/27/08
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 2,015.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	12/27/08	REG	31.00	65.00	2,015.00

TOTAL AMOUNT DUE:	\$ 2,015.00 USD
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Dec. 29, 2008 9:17AM Jimonda

No. 4630 P. 1

Week Ending Date

MM	DD	YY	YY	MM	DD	YY	YY
11	22	20	08	11	22	20	08

Office Number:

00007

Employer Name

Rob White

Customer Name

Simonda

BSN - Intersect 4 Digits

. 27064

SPRAIGET Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total	
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OVERTIME		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
HOLIDAY		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
OTHER		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If OTHER time, please describe below:

IF OTHER THING, PLEASE DESCRIBE BELOW:

He understood that KEMPSON was not an employment agency. The services are supplied at great expense to KEMPSON. Therefore, in consideration of the fact that KEMPSON is not an employment agency, he agreed that if the employee named herein is employed by an entity 10 days from the last day worked above, we will pay liquidated damages to KEMPSON. KEMPSON is providing supplemental staffing services only when the direction and supervision of Onchawk and is not providing a deliverable or result through those services.



Employer Signature

Customer Approval

PLEASE FAX APPROVED TIMESCARD TO sysadmins@ny10.net BY 10 AM MONDAY TO 1-866-999-8359

Time in minutes?

• Yes ☒ No ☐



Please Remit To:
TEKsystems
P.O. Box 198568
Atlanta GA 30384-8568
United States

Invoice No: NW00000941
Invoice Date: 01/09/09
Period Ending: 01/03/09
P.O. #: 400119493
Payment Terms: Net 45

QIMONDA RICHMOND LLC (PRE PETITION)
ACCOUNTS PAYABLE
6000 TECHNOLOGY BLVD
SANDSTON VA 23150

AMOUNT DUE: \$ 1,300.00 USD

For Billing Inquiries Call MOORE,DAVID at 800-435-2029 ext 410/540-7731

Contractor	Date	Type	Qty	Rate	Total
White, William R	01/03/09	REG	20.00	65.00	1,300.00

TOTAL AMOUNT DUE:	\$ 1,300.00 USD
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PLEASE FAX APPROVED TIMECARD TO TEXSYSTEMS BY 10 AM MONDAY TO 1-866-999-8359

Qimonda Richmond, LLC Processing Claims Center
c/o Epig Bankruptcy Solutions, LLC
FDR Station P.O. Box 5112
New York, NY 10150-5112