

<b>UNITED STATES BANKRUPTCY COURT      District of Delaware</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <u>Qimonda North America</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>Christopher William Shull</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>109 Big Meadows Place</u> <u>Chapel Hill, NC 27514</u>  Telephone number: <u>919-381-9460</u>		
Name and address where payment should be sent (if different from above): <u>Please note my employment was terminated on 2/18/09</u> <u>causing this to be payable immediately. see</u> Telephone number: <u>highlighted section of attachment.</u>		<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.
1. Amount of Claim as of Date Case Filed: <u>\$ 24,000.00</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: \$ _____
2. Basis for Claim: <u>Services performed</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: <u>0460</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 making this proof of claim.  7. Documents: Attach redacted copy 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. Filed: USBC - District of Delaware Qimonda Richmond, LLC, Et Al. 09-10589 (MFW)      0000000002 ry notes, purchase ury agreements. ction of " on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS TO THE COURT FOR SCANNING. ED AFTER  If the documents are not available, please explain:		
Date: _____  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Chris Shull</u> 2/23/09		*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.  FOR COURT USE ONLY FEB 26 AM 9:05 CLERK BANKRUPTCY COURT DISTRICT OF DELAWARE

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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October 31, 2008

Christopher Shull  
Qimonda North America Corp.

Dear Christopher,

Qimonda North America Corp., its parents, affiliates, subsidiaries, and any assigns or successors in interest thereto ("the Company") wishes to retain key employees and maintain a stable work environment during this period of transition. You have been identified as a key contributor to the Company's operations. Your contribution is crucial to both the transition and the long term success of this organization. As recognition of your contribution and your continued value to the Company, you are being offered benefits outlined in this Special Retention Agreement. We encourage you to consider these benefits that are intended to encourage you to continue your employment with the Company:

Retention Bonus

- If you are employed by the Company on March 31, 2009, you will receive a lump sum bonus payment of \$24,000.00 less applicable taxes, in addition to any other base salary or bonus payment, payable no later than April 7, 2009.

The payment to you of the above-referenced retention bonus is contingent upon your being employed with the Company on the indicated date, unless you have been Involuntarily Terminated or have voluntarily terminated your employment for Good Reason. You will not be paid the retention bonus if your Involuntary Termination was For Cause, defined as (1) the willful and continual failure to substantially perform your duties, or the willful gross negligence in the discharge of your duties to the Company, which failure or negligence continues for a period of ten business days after a specific written demand for performance is delivered to you by the Company, or (2) the commission of a felony, or (3) your material and willful breach of any agreement with the Company including, but not limited to, any confidentiality agreement. Good Reason for a voluntary termination is defined as (1) a reduction in your base salary or ATTC of at least ten percent, other than in cases of across-the-board company-wide salary reductions affecting all employees of the Company, (2) a material reduction in the scope of your duties and responsibilities from those in effect immediately prior to the date of this Agreement, or (3) the relocation of your principal place of employment to a location more than 50 miles from your current place of employment.

In the event that your employment is (a) Involuntarily Terminated other than For Cause or (b) voluntarily terminated for Good Reason at any time prior to the payout on April 7, 2009, the payment will accelerate and you will be paid 100% of any unpaid Retention Bonus at the time of your termination.

### Confidentiality

As a result of your employment with the Company, you have gained valuable confidential information and trade secrets relevant to the Company's business operations, including proprietary business or technical information. You shall keep in strictest secrecy and confidence any confidential or proprietary information and material belonging or relating to the Company that is not a matter of common knowledge or otherwise generally available to the public. Any breach of this confidentiality requirement shall be deemed material and will result in your forfeit of any rights under this Agreement, including requiring the repayment of any amounts paid to you.

### Parties in Interest

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties, including you and the Company, and any successor to the Company. In the event of your death, all accrued but unpaid amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executor, personal representative or administrator or your estate.

Please sign below to indicate your understanding and acceptance of this special Retention Agreement.

Sincerely,

Miriam Martinez 110-31-08  
Miriam Martinez Date  
President, Qimonda North America

Don O'Grady 111-14-08  
Don O'Grady Date  
Vice President, Human Resources

Accepted:

Christopher Shull 11/4/08  
Christopher Shull Date