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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
OCT 15 2002
KENNETH S. GARDNER, CLERK
PS REP. - JJ

In re:)	Case No. 01-24795
)	
COMDISCO, INC.)	(Jointly Administered)
et al.,)	Chapter 11
)	
Debtors.)	Hon. Bruce W. Black
		Objection Deadline: October 31, 2002
		Hearing Date: November 19, 2002

FINAL APPLICATION FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES OF GOLDMAN, SACHS & CO., MERGERS AND ACQUISITIONS ADVISOR FOR COMDISCO, UNDER 11 U.S.C. § 328 AND BANKRUPTCY RULE 2016

Goldman, Sachs & Co. ("Goldman Sachs"), mergers and acquisitions advisor to Comdisco, Inc. ("Comdisco") and fifty of its domestic subsidiaries, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submits its final application (the "Application"), under 11 U.S.C. § 328, rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Administrative Order pursuant to 11 U.S.C. §§ 105(a) and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated July 17, 2001 (the "Compensation Order"), and the Letter of Agreement, dated April 4, 2001 (as amended by the Letter Agreement dated July 15, 2001, the "Engagement Agreement"), by and between Goldman Sachs and the Debtors, for (A) final allowance of the Transaction Fees (as defined herein) pursuant to the Engagement Agreement in the aggregate net amount of \$7,825,000.00 (as set forth on the schedule attached hereto as Exhibit C) relating to the Debtors' sale of the Technology Services Division (as defined herein) and the Equipment Solutions Assets (as defined herein) and (B) reimbursement of \$368,810.43

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for actual, reasonable and necessary expenses incurred from July 16, 2001 through August 12, 2002 (the "Total Compensation Period"), and represents as follows:

I.

GENERAL BACKGROUND

1. Jurisdiction. The Court has jurisdiction over this Application pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The predicates for the relief sought herein are section 328 of the Bankruptcy Code, rule 2016 of the Bankruptcy Rules, section 11.1(b) of the Plan (defined below), and section 24 of the Confirmation Order (defined below).

2. Chapter 11 Case. On July 16, 2001 (the "Petition Date"), each of the Debtors filed a voluntary petition in this Court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code"). Through the Effective Date of the Plan, the Debtors managed their property as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. Goldman Sachs Retention. Pursuant to the Final Order Authorizing Employment and Retention of Goldman, Sachs & Co. as Mergers and Acquisitions Advisor, dated August 9, 2001 (the "Retention Order"), the Court authorized the Debtors to employ and retain Goldman Sachs pursuant to the Engagement Agreement as the Debtors' mergers and acquisitions advisor to perform the services set forth in the Engagement Agreement. A true and correct copy of the Retention Order is annexed hereto as Exhibit A. A true and correct copy of the Engagement Agreement is annexed hereto as Exhibit B.

4. Disclosure Statement. On or about June 13, 2002, the Debtors filed their disclosure statement (the "Disclosure Statement") with respect to the First Amended Joint Plan of Reorganization of Comdisco, Inc. and its Affiliated Debtors and Debtors in Possession (as

amended, the "Plan"). By order dated June 13, 2002, the Court approved the Disclosure Statement.

5. Plan. By order dated July 31, 2002 (the "Confirmation Order"), the Court confirmed the Plan. On or about August 12, 2002, the Effective Date of the Plan occurred.

II.

BACKGROUND OF ASSET SALES

Sale of Businesses

6. The Debtors engaged Goldman Sachs prior to the Petition Date to assist Comdisco in evaluating potential strategic alternatives. In connection with filing these chapter 11 cases, the Debtors determined, with the advice and assistance of Goldman Sachs, that it was necessary to sell the Availability Solutions business (the "Technology Services Division") as soon as practicable because of the higher sensitivity of this business to the Debtors' financial condition. The Debtors believed that if this business was not sold quickly, there would be a substantial deterioration in value of the business. The Debtors also determined, with the advice and assistance of Goldman Sachs, to conduct an evaluative bidding process to determine whether to sell or retain the various segments of the Leasing business (the "Equipment Solutions Assets"). After the commencement of these cases, the Debtors retained Goldman Sachs as mergers and acquisitions advisor in their chapter 11 cases to have Goldman Sachs continue to assist the Debtors with these divestitures.

Sale of Availability Solutions Business

7. Goldman Sachs assisted the Debtors throughout sale process for the Technology Services Division. As a result of the sales process designed and implemented through the services of Goldman Sachs, the Debtors were able to announce as part of the filing of the chapter 11 cases that it had reached agreement to sell its Technology Services Division to

Hewlett-Packard Company (“HP”) for \$610 million in cash, subject to higher or otherwise better bids in the bankruptcy court auction process.

8. On July 16, 2001 the Debtors filed a Motion (A) Approving (i) Bidding Procedures, (ii) the Form and Manner of Sale Notices, and (iii) Termination Payments and (B) Authorizing and Approving (i) the Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims and Encumbrances, (ii) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (iii) the Assumption of Certain Liabilities (Services Division) (the “Availability Solutions Sale Motion”) in which the Debtors sought authority from the Bankruptcy Court to proceed with the sale of their Technology Services Division to HP or the higher or otherwise better bidder. On August 9, 2001, the Court entered an order approving the bidding procedures and the form and manner of providing notice of the sale to interested parties.

9. After the commencement of these cases, Goldman Sachs continued to assist the Debtors in marketing the Availability Solutions business. Pursuant to the bidding procedures, the Debtors set October 8, 2001 as the deadline for receiving bids, and on October 11, 2001, the Debtors, with the assistance of Goldman Sachs, held an auction for the Technology Services Division. After the auction, Goldman Sachs analyzed the bids and advised the Debtors regarding which bid would best maximize value for their estates. The Debtors, with the support of the statutory committees, selected the bid of SunGard of \$825 million as the highest or otherwise best bid received. Subsequently, the Department of Justice commenced a civil suit against the Debtors and SunGard seeking to enjoin the sale to SunGard. HP, with the support of the Creditors’ Committee, presented an increased bid of \$750 million to the Debtors, and the Debtors requested, and received, an adjournment of the sale hearing to evaluate the increased bid with the assistance of their professionals, including Goldman Sachs.

10. Simultaneously, the Debtors defended themselves in the Department of Justice's antitrust suit. Beginning on November 7, 2001, the Bankruptcy Court commenced a three-day hearing during which the HP and SunGard bids were presented to the Bankruptcy Court for approval. During this hearing, Goldman Sachs presented testimony regarding the sales process and the value of the competing bids. At the conclusion of the hearing, on November 9, 2001, the sale of the Technology Services Division to SunGard (the "Technology Transaction") was approved by the Bankruptcy Court and, after the success of the resolution of the antitrust litigation, closed on November 15, 2001 for \$825 million plus a \$10 million working capital adjustment. Goldman Sachs assisted with the negotiation of the documentation for the sale and provided other assistance to the Debtors in consummating this transaction which yielded significant value to the Debtors' constituencies.

Evaluation and Sales of Leasing Businesses

11. In addition to the sale of its Technology Services Division, with the advice and assistance of Goldman Sachs, Comdisco pursued other strategic alternatives, including evaluating the retention or potential sale of certain of its leasing assets to several interested buyers. Goldman Sachs had significant involvement in all aspects of the sale of the Equipment Solutions Assets including identifying potential bidders, soliciting and analyzing bids, negotiating with bidders, devising and assisting with the auctions, and consummating the various leasing transactions.

12. On July 20, 2001, the Debtors filed a Motion for Orders (A) Approving (i) Bidding Procedures and (ii) Form of Asset Purchase Agreement and (B) Authorizing and Approving (i) the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims and Encumbrances, (ii) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (iii) the Assumption of Certain Liabilities (Leasing Division) (the

"Leasing Sale Motion"). On August 30, 2001, the Bankruptcy Court entered an order approving the bidding procedures and the form and manner of providing notice to interested parties. Goldman Sachs worked throughout this process to identify potential purchasers and to analyze the bids for the Equipment Solutions Assets.

13. On November 15, 2001, the Debtors held an auction with respect to the Electronics Leasing vertical; in addition, on November 29 and 30, 2001, the Debtors held an auction with respect to the IT Leasing, Healthcare, Laboratory and Scientific and Telecommunications verticals. Goldman Sachs provided the Debtors significant assistance to attempt to maximize the market value of these assets. On December 21, 2001, the Debtors served notice of an amendment to the bidding procedures stating that the deadline for submitting a final bid for the sale of each segment was January 7, 2002.

14. After receiving final bids, with Goldman Sachs' advice, the Debtors selected the bid of GE Capital as the highest and best bid for their Electronics and Laboratory and Scientific verticals. Subsequently, on January 24, 2002, the Bankruptcy Court entered an order approving the sale of certain assets of the Debtors' Electronics and Laboratory Scientific verticals to GE Capital for \$665 million, including the assumption of approximately \$258 million of secured debt (the "Equipment Solutions Transaction"). Goldman Sachs further assisted in negotiating and consummating this sale. On April 24, 2002, the Debtors and GE Capital completed a first closing on the sale of approximately \$794 million of assets, or approximately 81% of the Debtors' Electronics and Laboratory and Scientific net leased assets, including the assumption of approximately \$258 million of related secured debt. On May 31, 2002, the Debtors and GE Capital completed a second closing on the sale of Electronics and Laboratory and Scientific assets, for which the Debtors received an additional approximately \$24 million, including the assumption of approximately \$5 million of related secured debt. After the sale of

these assets, Goldman Sachs continued its efforts in connection with the sale of the remaining Equipment Solutions Assets. From these efforts, the Debtors were able to complete several additional sales for the benefit of their constituencies. On February 14, 2002, the Court entered an order approving the sale of a subset of IT Leasing, IT Cap Services, to T-Systems, Inc. for \$6.8 million. Comdisco closed this sale to T-Systems, Inc. on February 28, 2002. In addition, although the Debtors did not accept any bid from the auction for the Healthcare Leasing business, on February 28, 2002, GE Capital submitted a new bid for the purchase of the domestic assets relating to the Healthcare vertical and on April 3, 2002, the Debtors entered into an agreement to sell such assets to GE Capital for approximately \$165 million, including the assumption of approximately \$45 million of secured debt, which sale was approved by the Court on April 18, 2002. On May 31, 2002, the Debtors and GE Capital completed a first closing on the sale of the Healthcare assets. The Debtors received approximately \$117 million for the sale of these assets, including the assumption of approximately \$46 million of related secured debt and other liabilities. A second closing at which additional assets of the Healthcare vertical will be sold to GE Capital occurred on or about June 30, 2002. Goldman Sachs' services throughout the sales of the Leasing assets were instrumental in maximizing the value of these assets through the composite of bids for the different sets of assets. Through Goldman Sachs' services, the constituencies of the Debtors estates received a substantial benefit.

III.

SUMMARY OF APPLICATION

15. By this Application, Goldman Sachs is seeking (A) final allowance of (i) the Technology Services Transaction Fee (defined below) in the amount of \$8,250,000.00, and (ii) the Equipment Solutions Transaction Fee (defined below) in the amount of \$2,000,000.00 plus two percent (2%) of the aggregate consideration paid in such transaction or transactions in

excess of the book value of such assets actually sold (as such aggregate consideration is calculated under the terms of the Engagement Agreement) and (B) reimbursement of \$368,810.43 for actual, reasonable and necessary expenses Goldman Sachs incurred during the Total Compensation Period. A schedule showing the calculation of Goldman Sachs' fees and expenses for which approval is sought is attached hereto as Exhibit C.

IV.

SUMMARY OF SERVICES PROVIDED BY GOLDMAN SACHS DURING TOTAL COMPENSATION PERIOD

16. Goldman Sachs' Services Generally During Compensation Period. From before the Debtors' bankruptcy filing in July 2001 and throughout their chapter 11 cases, Goldman Sachs has assisted the Debtors in evaluating their strategic alternatives including the sale of all or a portion of the Debtors' businesses. Specifically, Goldman Sachs contacted and had discussions with numerous potential bidders for both the Services and Leasing businesses available for sale. Goldman Sachs worked with the Debtors and their counsel to approve interested parties as qualified bidders and facilitated bidders' due diligence. Goldman Sachs assisted the Debtors in setting up the data room for the due diligence as well as scheduling data room visits, management presentations and site visits to certain facilities. Goldman Sachs also participated in management presentations and question and answer sessions with potential bidders regarding the assets and operations of the Debtors' Services and Leasing businesses available for sale. Through Goldman Sachs efforts, the Debtors successfully consummated the sale of their Services division and several sales of assets comprising their Leasing business.

17. Goldman Sachs' Services with Respect to Sale of Technology Services Division. Goldman Sachs assisted the Debtors in negotiating and finalizing the agreement (which was subject to higher or better offers) with the first potential buyer of the Technology

Services Division and in preparing for and conducting the auction of such division's assets. After the auction resulted in a higher and better offer for the Technology Services Division, Goldman Sachs advised the Debtors and otherwise assisted the negotiation of an agreement with respect to such transaction. Subsequent to the auction, Goldman Sachs continued to advise the Debtors regarding the sale process and assist the Debtors in their negotiations with the competing bidders in the final stages of the sale process. In addition, Goldman Sachs testified at the bankruptcy court hearings to approve the sale of the Technology Services Division.

18. Goldman Sachs Services with Respect to Equipment Solutions Assets and Equipment Solutions Transaction. Goldman Sachs' mergers and acquisitions services have been instrumental to the Equipment Solutions Transaction. Since the beginning of these chapter 11 cases, Goldman Sachs worked with the Debtors to devise a plan for the sale of the Debtors' Leasing business including the Equipment Solutions Assets. Goldman Sachs assisted in the analysis of bids received by the bidders for the Debtors' Leasing businesses as well as participated in the auctions of the Leasing assets to the bidders and have continuously held conversations and negotiations with the bidders to improve their overall bids. In addition, Goldman Sachs has participated in the Debtors' board meetings to discuss the bids presented by the bidders. Goldman Sachs assisted the Debtors in negotiating and finalizing the agreements for the sale of the Equipment Solutions Assets to GE Capital and the other purchasers. Goldman Sachs has continued to have discussions with prospective buyers regarding the remaining Leasing assets and has participated in meetings with management to discuss next steps for the Leasing business.

V.

TRANSACTION FEES

19. Overview of Goldman Sachs' Compensation Under Engagement

Agreement. Pursuant to the Engagement Agreement, the Debtors agreed to pay Goldman Sachs transaction fees based on the sale of each of the Technology Services Division and Equipment Solutions Assets as well as a minimum fee and monthly fees that would be credited against the transaction fees. Under the Engagement Agreement and the Retention Order approving such agreement, Goldman Sachs was entitled to payment of the Transaction Fees in cash upon the consummation of each transaction.

20. Technology Services Transaction Fee. Pursuant to the Engagement

Agreement, if all or a portion of the assets of the Technology Services Division are sold, Goldman Sachs is entitled to a transaction fee (the "Technology Services Transaction Fee") equal to one percent (1%) of the aggregate consideration paid in such transaction or transactions (as such aggregate consideration is calculated under the terms of the Engagement Agreement). Based on the sale price of \$825 million, the Technology Services Transaction Fee equals \$8,250,000.

21. Equipment Solutions Transaction Fee. Pursuant to the Engagement

Agreement, if less than 50% of the assets (based on the book value thereof) of the Equipment Solutions division is sold in one or a series of transactions, Goldman Sachs is entitled to a transaction fee equal to \$2.0 million plus two percent (2%) of the aggregate consideration paid in such transaction or transactions in excess of the book value of such assets actually sold (as such aggregate consideration is calculated under the terms of the Engagement Agreement) (the "Equipment Solutions Transaction Fee" and, together with the Technology Services Transaction

Fee, the "Transaction Fees").¹ Because less than 50% of the assets of the Equipment Solutions division were sold prior to the effective date of the Plan, the Equipment Solutions Transaction Fee is \$2 million.

22. The Retention Order provides as follows:

GSC shall be compensated in accordance with (a) the procedures set forth in sections 330 and 331 of the Bankruptcy Code and such Bankruptcy Rules as may then be applicable, (b) such procedures as may be fixed by order of this Court, and (c) the terms of the GSC Agreement; provided, however, since GSC will be compensated solely on a fixed monthly fee basis and transaction fee basis, GSC will not be required to maintain or provide detailed time records in connection with its fee application.

Retention Order at ¶ 4.

23. Based on the terms of the Engagement Agreement and the value provided to the Debtors' estates through its services in connection with the Technology Transaction and the Equipment Solutions Transaction, Goldman Sachs submits that the Transaction Fees under the Engagement Agreement in connection with the sale of the Technology Services Division and the Equipment Solutions Assets are fair and reasonable and beneficial to the Debtors' estates and should be approved.

VI.

EXPENSE REIMBURSEMENT

24. Expenses. Goldman Sachs has incurred a total of \$368,810.43 in actual, necessary, and reasonable expenses in providing professional services during the Total

¹ Pursuant to the Engagement Agreement as modified by the Retention Order, the Debtors agreed to pay to Goldman Sachs a transaction fee equal to \$5.75 million, plus 1.75% of the aggregate consideration paid in excess of the book value of the assets of the Equipment Solutions division actually sold if the sale of 50% or more of the assets (based on the book value thereof) of the Equipment Solutions division is accomplished in one or a series of transactions. Goldman Sachs reserves the right to request payment of an additional fee to the extent the Reorganized Debtors sell more than 50% of the assets of the Equipment Solutions division.

Compensation Period. Goldman Sachs maintains records of all expenses incurred in providing professional services.

25. In connection with the reimbursement of actual, reasonable and necessary expenses, it is Goldman Sachs' policy to charge its clients for expenses, other than fixed and routine overhead expenses, incurred in connection with representing its clients. The expenses charged to Goldman Sachs' clients include, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document word-processing charges, photocopying charges, out-of-town travel expenses, local transportation expenses, expenses for working meals, computerized research, transcription costs, as well as non-ordinary overhead expenses particularly attributable to an individual client or cases.

26. Goldman Sachs charges the Debtors for these expenses at rates consistent with those charged to Goldman Sachs' other non-bankruptcy clients. Goldman Sachs seeks reimbursement only for the actual cost of such expenses to Goldman Sachs.

27. In providing or obtaining from third parties services which are reimbursable by clients, Goldman Sachs does not include in such reimbursable amount any costs of investment, equipment or capital outlay.

28. Throughout the Total Compensation Period, Goldman Sachs has been aware of cost considerations and has tried to minimize the expenses charged to the Debtors' estates. Goldman Sachs' requested fees and expenses were incurred in the ordinary course of Goldman Sachs' business at Goldman Sachs' customary rates. Goldman Sachs has complied with the Bankruptcy Rules and the Compensation Order, and that compliance is reflected in the amounts sought in this Application.

29. Expense Summary. A summary of the amounts and categories of expenses for which reimbursement is sought with respect to the Total Compensation Period is attached hereto as Exhibit D.²

30. Summary of Legal Fees. In accordance with section 7 of the Retention Order, which entitles Goldman Sachs to the reimbursement of its legal costs incurred in connection with these cases, attached hereto as Exhibit E are the invoices and supporting time records in connection with Goldman Sachs attorneys' fees. Goldman Sachs has been informed by its counsel that such invoices and time records comply with the United States Trustee's guidelines and section 330 of the Bankruptcy Code as required by the Retention Order. The fees relate to the following categories of legal services provided for Goldman Sachs: (i) retention of Goldman Sachs; (ii) fee applications; (iii) objections filed by the equity committee to Goldman Sachs' fee application; (iv) discovery and testimony provided by Goldman Sachs; (v) travel; and (vi) claims issues. Goldman Sachs submits that its legal costs are reasonable based on the circumstances of these chapter 11 cases and should be approved. As shown in the supporting time records, over approximately 46% of Goldman Sachs' legal fees incurred in connection with this matter were incurred in assisting Goldman Sachs' professionals in preparation for testimony and discovery in connection with the various asset sales described herein and in connection with successfully defending the official equity committee's objection to its interim fee application – which objection, as described below, the Court overruled.

31. Accordingly, Goldman Sachs submits its request for reimbursement should be approved.

² An itemized report organized by category of expense, detailing the date the expense was incurred, the charge, and the individual incurring the expense will be furnished upon request.

VII.

PRIOR REQUESTS FOR PAYMENT

32. In accordance with the Compensation Order and the Agreement, Goldman Sachs has submitted a fee statement (the "Fee Statement"), dated October 5, 2001, to the Debtors requesting payment of its monthly fees for August, September, and October, 2001, in the aggregate amount of \$750,000, and reimbursement of expenses in the aggregate amount of \$55,616.92. Pursuant to the Compensation Order, Goldman Sachs requested payment of 90% of the fees and 100% of the expenses identified in the Fee Statement. The Debtors remitted to Goldman Sachs \$675,000.00 on account of its fees and \$55,616.92 for reimbursement of its expenses identified in the Fee Statement.

33. On or about November 16, 2001, Goldman Sachs submitted an application (the "Prior Application"), under 11 U.S.C. §§ 330 and 331, rule 2016 of the Federal Rules of Bankruptcy Procedure, the Compensation Order, and the Agreement, for interim allowance of the transaction fee relating to the Debtors' sale of the assets of the Debtors' Technology Services Division. On November 26, 2001 the official equity committee filed an objection to Goldman Sachs' application for interim allowance of such transaction fee. After a contested hearing on November 28, 2001, during which Goldman Sachs appeared and presented arguments and evidence, the Court overruled the equity committee's objection. Pursuant to the Court's Memorandum Opinion dated December 12, 2001, by order dated December 17, 2001 (the "December 17 Order"), the Court approved the Prior Application. The Debtors remitted to Goldman Sachs \$5,825,000.00 on account of the amount of fees approved pursuant to the December 17 Order.

34. On or about July 15, 2002, Goldman Sachs submitted its Notice of Filing of Estimate, under section 11.1(a) of Plan, of Unbilled Fees and Expenses of Goldman, Sachs &

Co., Mergers and Acquisitions Advisor for Comdisco, as of Anticipated Effective Date of Plan. (the "Fee Estimate"). In the Fee Estimate Goldman Sachs submitted that (i) its estimated unbilled fees were in the aggregate amount of \$2.0 million plus 2.0% of aggregate consideration paid in excess of book value of assets of Equipment Solutions Business (as such term is used in Goldman Sachs' engagement letter dated July 15, 2001) sold, and (ii) its estimated unbilled expenses (from October 2001 through anticipated Effective Date) were in the aggregate amount of \$375,177.91. Pursuant to section 11.1(a) of the Plan, on or about August 15, 2002, Goldman Sachs submitted an invoice in the amount of \$2,306,268.56. Pursuant to section 11.1(a) of the Plan, the Debtors remitted to Goldman Sachs \$2,306,268.56 on account of the Fee Estimate.

VIII.

STATEMENTS OF GOLDMAN SACHS

35. No prior application has been made to this or any other Court for the relief requested herein, nor has payment been received by Goldman Sachs for professional services provided to the Debtors under the Engagement Agreement, except for payments to be made in connection with the Fee Statement and the Prior Application.

36. The compensation requested for services rendered by Goldman Sachs on behalf of the Debtors is based upon the Engagement Agreement which was entered into by and between the Debtors and Goldman Sachs after arms' length negotiations and approved by the Court at the time of Goldman Sachs' retention. In addition, the Compensation requested is reasonable based upon (a) the time and labor required in connection with the Equipment Solutions Transaction, (b) the complexity of the issues presented, (c) the skill necessary to perform the services properly, (d) preclusion of other employment, (e) the customary fees charged to clients in non-bankruptcy situations for similar services rendered, (f) time constraints

required by the exigencies of the case, and (g) the experience, reputation and ability of the professionals rendering the services.

37. Goldman Sachs respectfully submits that the services it has rendered to the Debtors and the expenses incurred in connection therewith have been necessary and in the best interests of the Debtors and their estates and creditors.

38. Goldman Sachs has not entered into any agreement, express or implied, with any other party for the purpose of fixing or sharing fees or other compensation to be paid for professional services rendered to the Debtors.

39. No promises have been received by Goldman Sachs or any member thereof as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

IX.

NOTICE

40. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Application has been given to (a) the United States Trustee, (b) the Debtors, (c) counsel for the Debtors, (d) counsel for the Creditors Committee, and (e) counsel for the Equity Committee. Goldman Sachs submits that no further notice need be given in accordance with the terms of the Compensation Order and the Plan.

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WHEREFORE, Goldman Sachs respectfully requests that the Court enter an order, substantially in the form annexed hereto, (i) approving and allowing on a final basis under section 328 of the Bankruptcy Code the Transaction Fees under the Engagement Agreement in the aggregate amount of \$7,825,000.00, (ii) authorizing and directing the Debtors to pay Goldman Sachs the Transaction Fees in accordance with the Engagement Agreement within ten (10) days of Court approval of this Application to the extent not previously paid, (iii) approving and allowing reimbursement of \$368,810.43 for actual, reasonable, and necessary expenses incurred during the Total Compensation Period, (iv) authorizing and directing the Debtors to pay Goldman Sachs \$6,924.95 which represents the amount of such expenses less the amount of expense reimbursement previously paid to Goldman Sachs by the Debtors, and (v) granting Goldman Sachs such further relief as is just.

Dated: October 11, 2002

GOLDMAN, SACHS & CO.

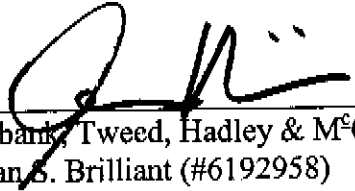
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One of Its Attorneys

EXHIBIT A

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T-636 P. 02/06 F-582

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Case No. 01-24795
)	
COMDISCO, INC.)	(Jointly Administered)
et al.,)	Chapter 11
)	
Debtors.)	Hon. Ronald Barliant

**FINAL ORDER AUTHORIZING EMPLOYMENT AND
RETENTION OF GOLDMAN, SACHS & CO. AS
MERGERS AND ACQUISITIONS ADVISOR**

Upon the application (the "Application") of Comdisco, Inc. ("Comdisco") and fifty of its domestic subsidiaries, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order pursuant to 11 U.S.C. § 327 and Fed. R. Bankr. P. 2014 and 5002 authorizing the employment and retention of Goldman, Sachs & Co. ("GSC") as mergers and acquisitions advisor to the Debtor nunc pro tunc to the Petition Date; and upon the Affidavit of Norman P. Blake, Jr. in Support of Chapter 11 Petitions and First Day Orders and the Affidavit and Statement of Michael P. Esposito, a Managing Director at GSC, signed on July 15, 2001 and amended and restated as of August 8, 2001; and upon the agreement of GSC to (a) reduce its fees and (b) limit the proposed indemnity contained in

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application related hereto.

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the GSC Agreement, both as contained herein, in exchange for the office of the United States Trustee withdrawing any objection to the retention of GSC or the indemnity; and the Court being satisfied that GSC is "disinterested" and represents no interest adverse to any of the Debtors' estates with respect to the matters upon which it is to be employed and the employment and retention of GSC upon the terms contained in the GSC Agreement, including Annex A (as amended herein and as defined in the Application), is necessary and in the best interests of the estates, their creditors, and other parties-in-interest; and it further appearing that proper and adequate notice having been given and that no other or further notice is necessary, and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is granted.
2. Notwithstanding anything contained in the GSC Agreement, in connection with a sale of all or a part of the Equipment Solutions division, GSC shall receive a transaction fee equal to \$5.75 million, plus 1.75% of the aggregate consideration paid in excess of the book value of the assets of the Equipment Solutions division actually sold if the sale of 50% or more of the assets of the Equipment Solutions division is accomplished in one or a series of transaction. If the sale of less

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than 50% of the assets of the Equipment Solutions division is accomplished in one or a series of transactions, a transaction fee equal to \$1.75 million, plus 1.75% of the aggregate consideration paid in excess of the book value of the assets of the Equipment Solutions division actually sold.

3. Pursuant to section 327 of the Bankruptcy Code and Rules 2014 and 5002 of the Federal Rules of Bankruptcy Procedure, each of the Debtors is hereby authorized to employ and retain GSC under a general retainer and pursuant to the terms of the GSC Agreement, including Annex A, ~~nunc pro tunc~~ to the Petition Date as its mergers and acquisitions advisor to perform the services set forth in the GSC Agreement, including Annex A.

4. GSC shall be compensated in accordance with (a) the procedures set forth in sections 330 and 331 of the Bankruptcy Code and such Bankruptcy Rules as may then be applicable, (b) such procedures as may be fixed by order of this Court, and (c) the terms of the GSC Agreement; ~~provided, however,~~ since GSC will be compensated solely on a fixed monthly fee basis and transaction fee basis, GSC will not be required to maintain or provide detailed time records in connection with its fee application.

5. All requests of GSC for payment of indemnity pursuant to the GSC Agreement shall be made by means of an application (interim or final as the case

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may be) and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the GSC Agreement and is reasonably based upon the circumstances of the litigation or settlement in respect of which indemnity is sought, provided, however, that in no event shall GSC be indemnified if a court determines by final order that such claim arose out of GSC's own bad-faith, intentional breach of fiduciary duty (if any such duty exists), gross negligence or willful misconduct.

6. That in no event shall GSC be indemnified if the Debtor or a representative of the estate, asserts a claim for, and a court determines by final order that such claim arose out of, GSC's own bad-faith, intentional breach of fiduciary duty (if any such duty exists), gross negligence, or willful misconduct.

7. That in the event that GSC seeks reimbursement for attorneys' fees from the Debtors pursuant to the GSC Agreement, the invoices and supporting time records from such attorneys shall be included in GSC's own applications (both interim and final) and such invoices and time records shall be subject to the United States Trustee's guidelines for compensation and reimbursement for expenses and the approval of the Bankruptcy Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such

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attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

Dated: Chicago, Illinois
_____, 2001

UNITED STATES BANKRUPTCY JUDGE

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attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

Dated: Chicago, Illinois
_____, 2001



UNITED STATES BANKRUPTCY JUDGE

AUG-09 2001

EXHIBIT B

July 15, 2001

Mr. Robert E. Lackey, Esq.
Senior Vice President,
Chief Legal Officer
Comdisco, Inc.
6111 North River Road
Rosemont, Illinois 60018

Dear Mr. Lackey:

By letter dated as of April 4, 2001, Comdisco, Inc. ("Comdisco") engaged Goldman, Sachs & Co. ("Goldman Sachs") as its mergers and acquisition advisor in connection with the possible sale of all or a portion of Comdisco (the "Initial Engagement Letter"). Since its retention, Goldman Sachs has provided Comdisco with financial advice and assistance in connection with the sale of the Technology Services division and the Equipment Solutions division (as such divisions are defined in the Initial Engagement Letter). Such services have included searching for purchasers, coordinating visits of potential purchasers and assisting Comdisco in negotiating asset purchase agreements with potential purchasers.

Comdisco and certain of its affiliates (collectively, the "Company" or the "Debtors") have decided to commence cases under Chapter 11 of Title 11 of the United States Code. This letter agreement (the "Agreement") amends and restates the terms and conditions upon which Goldman Sachs has been engaged and such amendments shall be effective as of April 4, 2001. In addition, this Agreement sets out the terms and conditions pursuant to which Goldman Sachs will continue to be engaged as financial advisor to the Company in connection with the possible sale of the Technology Services division and Equipment Solutions Division after the commencement of the Debtors' Chapter 11 cases subject to a final order (the "Retention Order") satisfactory in form and in substance to Goldman Sachs and the Company being issued by the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court")

approving all aspects of this agreement pursuant to the application for such order pursuant to Section 327 of the Bankruptcy Code.

During the term of our engagement, Goldman Sachs has, and will continue to provide, financial advice and assistance in connection with the sale of the Equipment Solutions division and the Technology Services division, which may include assisting the Company in its efforts to (x) sell the Equipment Solutions division, and (y) seek higher and better offers than Comdisco's agreements to sell the Technology Services division to Hewlett-Packard Company. Such services will include assisting the Company in coordinating due diligence by prospective purchasers, assisting the Company in connection with the financial aspects of asset purchase agreements or any transactions relating to any additional offers.

Upon execution of the Initial Engagement Letter, Comdisco paid \$500,000 to Goldman Sachs (the "Minimum Fee"). The Minimum Fee, to the extent indefeasibly paid, is creditable against any transaction fee that becomes payable pursuant to this Agreement.

The Company agrees to pay Goldman Sachs a \$250,000 non-refundable monthly fee in advance on the first day of each month during the term of this engagement retroactive to January, 2001 (the "Monthly Fees"). Upon execution of this Agreement, the Company shall pay Goldman Sachs, \$1,750,000 for all unpaid Monthly Fees due at such time. The aggregate of all Monthly Fees, to the extent indefeasibly paid, shall be creditable against any transaction fee that becomes payable under this Agreement.

The Company shall pay to Goldman Sachs a transaction fee equal to \$6.0 million, plus 2.0% of the aggregate consideration paid in excess of the book value of the assets of the Equipment Solutions division actually sold if the sale of 50% or more of the assets (based on the book value thereof) of the Equipment Solutions division is accomplished in one or a series of transactions. If the sale of less than 50% of the assets (based on the book value thereof) of the Equipment Solutions division is accomplished in one or a series of transactions, the Company shall pay to Goldman Sachs a transaction fee equal to \$2.0 million, plus 2.0% of the aggregate consideration paid in excess of the book value of the assets of the Equipment Solutions division actually sold.

If the purchase of all or a portion of the assets of the Technology Services division is accomplished in one or a series of transactions, the Company shall pay to Goldman Sachs a transaction fee equal to 1.0% of the aggregate consideration paid in such transaction or transactions.

Except as otherwise provided herein, a transaction fee will be paid to Goldman Sachs in cash upon consummation of each transaction.

The aggregate consideration for purposes of calculating a transaction fee shall be the total consideration paid for such assets, plus the principal amount of all indebtedness for borrowed money, if any, assumed by the purchaser.

Amounts paid into escrow and contingent payments in connection with any transaction will be included as part of the aggregate consideration. Fees on amounts paid into escrow will be payable upon establishment of such escrow; provided, however, such fees will be payable upon the release of such amounts from escrow to or on behalf of the Company or its stockholders if the related escrow agreement provides that the escrow agent shall not pay any such amounts from escrow to or on behalf of the Company or its stockholders prior to the payment of such fees to Goldman Sachs. If the consideration in connection with any transaction may be increased by payments related to future events, the portion of our fee relating to such contingent payments will be calculated and paid if and when such contingent payments are made. Aggregate consideration also shall include the aggregate amount of any (i) dividends or other distribution declared by the Company with respect to its stock after the date hereof, other than normal recurring cash dividends in amounts not materially greater than currently paid, and (ii) amounts paid by the Company to repurchase any securities of the Company outstanding on the date hereof.

If any portion of the aggregate consideration is paid in the form of securities, the value of such securities, for purposes of calculating the transaction fee, will be determined by the average of the last sales prices for such securities on the five trading days ending five trading days prior to the date of the consummation of the transaction.

The Company also agrees to reimburse Goldman Sachs periodically, upon request, and upon consummation of the transaction or transactions contemplated hereby or upon termination of our services pursuant to this agreement, for its reasonable out-of-pocket expenses including the fees and disbursements of its attorneys, plus any sales, use or similar taxes (including additions to such taxes, if any) arising in connection with any matter referred to in this Agreement.

In order to coordinate most effectively our efforts together to effect a transaction satisfactory to you during the term of our engagement, the Company and its management will promptly inform Goldman Sachs of any inquiry that it receives concerning the availability of the Equipment Solutions division or the Technology Services division. Also, during the period of Goldman Sachs' engagement, neither the Company nor its management will initiate any discussions for the sale of the Equipment Solutions division or the Technology Services division without first consulting with Goldman Sachs.

Please note that any written or oral advice provided by Goldman Sachs in connection with its engagement is exclusively for the information of the Board of Directors and senior management of the Company, and may not be disclosed to any third party or circulated or referred to publicly without its prior written consent of Goldman Sachs.

In connection with engagements such as this, it is the policy of Goldman Sachs to receive indemnification. The Company agrees to the provisions with respect to our indemnity and other matters set forth in Annex A which is incorporated by reference into this Agreement.

As you know, Goldman Sachs is a full service securities firm and as such may from time to time effect transactions, for its own account or the account of customers, and hold positions in securities or options on securities of the Company and other companies which may be the subject of the engagement contemplated by this Agreement.

Our services may be terminated by the Company or Goldman Sachs at any time with or without cause effective upon receipt of written notice to that effect. Goldman Sachs will be entitled to the applicable transaction fee set forth above in the event that at any time prior to the expiration of eighteen months after such termination an agreement is entered into with respect to a sale of the Equipment Solutions division or the Technology Services division which is eventually consummated.

The Company recognizes that in providing services pursuant to this Agreement, Goldman Sachs will rely upon and assume the accuracy and completeness of all of the financial and other information discussed with or reviewed by it for such purposes, and that Goldman Sachs does not assume responsibility for the accuracy or completeness thereof. Goldman Sachs will have no obligation to conduct any independent evaluation or appraisal of the assets or liabilities of the Company or any other party or to advise or opine on any related solvency issues. It is understood and agreed that Goldman Sachs will act under this Agreement as an independent contractor with duties solely to the Company and nothing in this Agreement or the nature of our services shall be deemed to create a fiduciary or agency relationship between Goldman Sachs and the Company or its stockholders. Except as set forth in Annex A hereto, nothing in this Agreement is intended to confer upon any other person (including stockholders, employees or creditors of the Company) any rights or remedies hereunder or by reason hereof.

Goldman Sachs does not provide accounting, tax or legal advice. The Company is authorized, subject to applicable law, to disclose any and all aspects of this potential transaction that are necessary to support any U.S. federal income tax benefits expected to be claimed with respect to such transaction, without Goldman Sachs imposing any limitation of any kind.

To the extent that this Agreement, or any portion thereof, is deemed to be unenforceable or ineffective for any reason whatsoever, then the Initial Engagement Letter, or any provision in the Initial Engagement Letter governing the subject matter of the portion deemed ineffective, shall constitute the agreement of the parties hereto.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this Agreement, which shall become a binding agreement upon our receipt. We are delighted to accept this engagement and look forward to working with you on this assignment.

Notwithstanding anything to the contrary contained in the Agreement, Goldman Sachs shall submit an application for interim or final allowance of compensation in

accordance with the applicable provisions of the Bankruptcy Code and applicable rules. All payments of the transaction fees and all reimbursements of expenses shall be made in accordance with the Bankruptcy Court's applicable guidelines and other administrative orders, if any; provided, however, that since Goldman Sachs is not being compensated on an hourly basis, but on a fixed monthly basis, and a contingent fee basis pursuant to section 328(a) of the Bankruptcy Code, it is agreed that Goldman Sachs will not be required and will not maintain detailed time records in connection with rendering services to the Company. Goldman Sachs' compensation set forth and payments made pursuant to the indemnity and expense reimbursement respectively, shall be entitled to priority as expenses of administration under Sections 503(b)(1)(A) and 507(a)(1) of the Bankruptcy Code.

Very truly yours,

Goldman Sachs C.
(Goldman, Sachs & Co.)

Confirmed:

COMDISCO, INC. and Its Affiliated
Debtors and Debtors-in-Possession

By:

Robert E. Lackey, Esq.
Senior Vice President,
Chief Legal Officer

Dated:

July 15, 2001

Annex A

In the event that Goldman Sachs becomes involved in any capacity in any action, proceeding or investigation brought by or against any person, including stockholders of the Company, in connection with or as a result of either our engagement under this engagement letter or any prior engagement letter whether entered into before or after the commencement of the Debtors' chapter 11 cases, or any matter referred to in this Agreement, the Company periodically will reimburse Goldman Sachs for its legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith. The Company also will indemnify and hold Goldman Sachs harmless against any and all losses, claims, damages or liabilities to any such person in connection with or as a result of either our engagement under this Engagement Letter or any prior engagement letter or any matter referred to in this Agreement, whether entered into before or after the commencement of the Debtor's Chapter 11 cases, except to the extent that any such loss, claim, damage or liability results from the gross negligence or bad faith of Goldman Sachs in performing the services that are the subject of this Agreement. If for any reason the foregoing indemnification is unavailable to Goldman Sachs or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by Goldman Sachs as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of the Company and its stockholders on the one hand and Goldman Sachs on the other hand in the matters contemplated by this Agreement as well as the relative fault of the Company and Goldman Sachs with respect to such loss, claim, damage or liability and any other relevant equitable considerations. The reimbursement, indemnity and contribution obligations of the Company under this paragraph shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to any affiliate of Goldman Sachs and the partners, directors, agents, employees and controlling persons (if any), as the case may be, of Goldman Sachs and any such affiliate, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, Goldman Sachs, any such affiliate and any such person. The Company shall not be required to indemnify Goldman Sachs for any amount paid or payable by Goldman Sachs in the settlement of any action, proceeding or investigation without the written consent of the Company, which consent shall not be unreasonably withheld. The Company also agrees that neither Goldman Sachs nor any of such affiliates, partners, directors, agents, employees or controlling persons shall have any liability to the Company or any person asserting claims on behalf of or in right of the Company in connection with or as a result of either our engagement or any matter referred to in this Agreement except to the extent that any losses, claims, damages, liabilities or expenses incurred by the Company result from the gross negligence or bad faith of Goldman Sachs in performing the services that are the subject of this Agreement. Prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth in this Annex A, the Company will notify Goldman Sachs in writing thereof (if not previously

so notified) and, if requested by Goldman Sachs, shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth in this paragraph, including the assumption of such obligations by another party, insurance, surety bonds or the creation of any escrow, in each case in an amount and upon terms and conditions satisfactory to Goldman Sachs. **Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of either our engagement or any matter referred to in this Agreement is hereby waived by the parties hereto. The provisions of this Annex A shall survive any termination or completion of the engagement provided by this Agreement, and this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.**

EXHIBIT C

In re Comdisco, Inc.

Reconciliation of Fees and Expenses of Goldman, Sachs & Co., Inc.

<u>Amounts Owed by Comdisco Under Engagement Letter</u>	
<u>Fees</u>	
Prepetition Monthly Fees (credited against transaction fees)*	\$ (1,750,000.00)
Postpetition Monthly Fees (credited against transaction fees)	\$ (675,000.00)
Technology Services Transaction Fee	\$ 8,250,000.00
Equipment Solutions Transaction Fee	\$ 2,000,000.00
Net Fees	\$ 7,825,000.00
<u>Expenses</u>	
Fee Statement	\$ 55,616.92
August 2002 Invoice	\$ 306,268.56
Unbilled Pre-Effective Date Expenses	\$ 6,924.95
Aggregate Expenses	\$ 368,810.43
Total Owed	\$ 8,193,810.43

<u>Amounts Previously Paid by Comdisco</u>	
<u>Fees</u>	
January 2002 Invoice	\$ 5,825,000.00
August 2002 Invoice	\$ 2,000,000.00
Aggregate Fees	\$ 7,825,000.00
<u>Expenses</u>	
Fee Statement	\$ 55,616.92
August 2002 Invoice	\$ 306,268.56
Aggregate Expenses	\$ 361,885.48
Total Paid	\$ 8,186,885.48

Net of Total Owed and Total Paid	\$ 6,924.95
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* Not subject to Bankruptcy Court approval.

EXHIBIT D

Incurred Expenses for Comdisco



Category	Amount
Courier	\$ 1,385.81
Evening / Weekend Meals	2,656.78
Legal	183,855.10
Overtime	708.07
Report Preparation / Graphics / Reproduction	14,489.40
Research	2,832.40
Telephone / Video Tele Conference / Long Distance	29,442.51
Travel Related / Carfare	118,120.87
Presentation Supplies / Delivery / Sundries / Data Services	8,394.55
Total Expenses Incurred	\$ 361,885.48

EXHIBIT E

**Summary of Fees Billed By Professionals
July 16, 2001 - August 8, 2002**

NAME	POSITION; EXPERIENCE	HOURLY RATE	TOTAL HOURS	TOTAL COMPENSATION
Allan Brilliant	Financial	\$600	10.80	\$6,480.00
	Restructuring Partner for 9 years; admitted in 1986	\$550	127.60	\$70,180.00
Thomas Arena	Litigation Partner for 1 year; admitted in 1991	\$525	5.70	\$2,992.50
		\$450	85.30	\$38,385.00
Craig Druehl	Financial Restructuring Associate for 3 years; admitted in 1999	\$400	47.90	\$19,160.00
		\$350	80.90	\$28,315.00
Hung Ta	Litigation Associate for 2 years; admitted in 2001	\$400	2.00	\$800
		\$350	17.40	\$6,090.00
Robert Sweeter	Financial Restructuring Associate for 1 year; admitted in 2002	\$200	10.50	\$2,100.00
Elinor Kim	Legal Assistant	\$135	4.80	\$648.00
		\$125	.70	\$87.50
		\$115	1.50	\$172.50
Paul Fabsik	Legal Assistant	\$135	16.75	\$2,261.25
Rena Strappazon	Legal Assistant	\$130	4.80	\$624.00
		\$120	16.80	\$2,016.00
Rogelio Vargas	Legal Assistant	\$130	14.50	\$1,885.00
James Harris	Legal Assistant	\$125	3.00	\$375.00
Dane Gibson	Legal Assistant	\$95	3.50	\$332.50
Lorna Williams	Legal Assistant	\$95	1.80	\$171.00
Temp Legal Asst 10	Legal Assistant	\$90	11.00	\$990.00
Scott McCabe	File Clerk	\$100	4.30	\$430.00
Sabrina Perelman	File Clerk	\$100	3.70	\$370.00
		\$90	2.50	\$225.00
Total			477.75	\$185,090.25

Summary of Fees Billed By Project Category**July 16, 2001 - August 8, 2002**

ACTIVITY	HOURS	FEE\$
Retention	117.20	52,243.50
Fee Applications	78.90	26,615.50
Equity Objections	77.60	28,601.50
Discovery/Testimony	155.95	57,251.75
Travel	30.50	15,425.00
Claims	17.60	4,953.00
TOTAL	477.75	\$185,090.25

**Summary of Disbursements Billed
July 16, 2001 - August 8, 2002**

<u>DISBURSEMENTS</u>	<u>AMOUNT</u>
Airfreight	765.22
Binding	20.00
Cab Fares/Local Transportation	1,053.52
Computer Database Research	6,803.27
Document Processing/Overtime	3,532.50
Esquire Disposition Services	474.94
Fax	1,634.00
Mail	298.59
Meals	604.85
Messenger	45.20
Photocopies/Printing	5,380.56
Telephone	267.16
Travel	<u>8,430.49</u>
TOTAL DISBURSEMENTS	<u>\$29,310.31</u>

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – RETENTION

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
7/16/2001	Prepare for court hearing (2.5); attend court hearing (3.3); d/w UST re Goldman retention (.5); conference call w/Gutin et al re results of hearing (.7).	7.00	Brilliant, A. S.
7/17/2001	D/w N. Feit re GSAM issues (.7); calls w/V. Gutin et al re status (.9); d/w G. Panagakis re UST issues (.5); follow up w/Feit re GSAM issues (.9).	3.00	Brilliant, A. S.
7/18/2001	D/w Schwimmer, Kauffman et al re: various open issues (1.0), D/w N. Feit re GSAM issues (.7); Draft Supplemental Affidavit (1.8).	3.50	Brilliant, A. S.
7/19/2001	D/w S. Kauffman re various issues (.4); d/w N. Feit re supplemental affidavit (.6).	1.00	Brilliant, A. S.
7/20/2001	D/w D. Schwimmer re supplemental affidavit re retention issues (.5); conference call w/Esposito, Feit, Schwimmer, Kauffman and Ferguson (1.5); d/w R. Sukeley (.5); d/w S. Kauffman re GSC retention issues (.5).	3.00	Brilliant, A. S.
7/23/2001	D/w S. Kauffman re various open issues (.3); d/w N. Feit re GSAM issues (.4); conference call w/N. Feit and Gallo re GSAM issues (.3); d/w S. Kauffman re GSAM (.1); d/w V. Gutin re status (.1); d/w J. Lewis re research products (.1); draft email to Sukely (.2).	1.50	Brilliant, A. S.
7/24/2001	D/w S. Kauffman re status (.4); d/w G. Panagakis re status (.3); d/w Vlad Gutin re status (.5).	1.20	Brilliant, A. S.
7/25/2001	D/w S. Kauffman re status (.3); review research re retention issue (.5); review caselaw re same (.7); d/w R. Sukely re UST issues (.6); d/w W. Foster re disclosure issues (.4).	2.50	Brilliant, A. S.
7/26/2001	D/w R. Sukely re status (.2); d/w S. Kauffman re status (.3); set up conference call w/UST and Debtors counsel (.3); conference call w/UST and G. Panagakis (1.1); d/w G. Panagaki re status (.2); d/w S. Kauffman re call w/UST (.2).	2.30	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – RETENTION

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
7/27/2001	D/w Ira Bodenstein and R. Sukley (.3); d/w S. Kauffman (.4); d/w M. Colwell re status (.3); draft letter to Colwell & Feit (1.2); d/w L. Lederman re same (.3).	2.50	Brilliant, A. S.
7/30/2001	Conference call w/Feit, Colwell, Kauffman and Ferguson re indemnity issues (1.1); d/w M. Esposito re status (.5); d/w Lederman re strategy and status (.5); draft email to R. Sukley re status (.4).	2.50	Brilliant, A. S.
7/31/2001	D/w R. Sukley re status (.2); various calls w/Goldman re same (1.4); negotiations w/Sukley re indemnity (.4).	2.00	Brilliant, A. S.
8/1/2001	Negotiations w/R. Sukely re indemnity 2 calls - (.6); d/w S. Kauffman re same (.2); d/w N. Feit and M. Colwell re same (.2); d/w G. Panagakis re committee position (.2); d/w R. Mason re same (.2); d/w M. Esposito re economics (.2); further d/w S. Kauffman re status (.2).	1.80	Brilliant, A. S.
8/2/2001	D/w G. Panagakis re committee position re Goldman (.2); d/w R. Mason re same (.2); various discussions w/Goldman and UST re negotiations on indemnity language (1.8).	2.20	Brilliant, A. S.
8/3/2001	D/w J. Bodenstein re retention agreement (.3); d/w M. Esposito re same (.3); further negotiations w/Bodenstein re retention (.2); further d/w Esposito (.4); d/w S. Kauffman re status (.2); revise affidavit and proposed order (.5); d/w R. Mason re status (.2).	2.10	Brilliant, A. S.
8/6/2001	Revise order reflecting affidavit w/UST (1.2); d/w M. Colwell and N. Feit re same (.5); further d/w Goldman Sachs re same (.5); d/w R. Sukley re same (.2).	2.40	Brilliant, A. S.
8/7/2001	Revise Esposito affidavit (.8); revise proposed final order (.6); various negotiations w/ UST re: order and language in indemnity and Debtor re: revisions to order and affidavit (1.4); d/w N. Feit re: affidavit (.3); d/w P. Gallo re: affidavit (.3); d/w S. Kaufman (3X) re: affidavit and status (.9).	4.30	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – RETENTION

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
8/8/2001	D/w R. Sukley re affidavit and proposed order (.3) revise order (.5); d/w Sukley re order (.3); review issues and finalize affidavit (.8); d/w J. Wharton re filing revised affidavit (.2); d/w G. Panagakis re status (.3).	2.40	Brilliant, A. S.
8/9/2001	Meeting w/S. Kaufman in advance of court hearing (1.5); attend Comdisco omnibus including hearing re retention of Goldman Sachs (2.0); d/w clients re results of hearing (.3).	3.80	Brilliant, A. S.
8/10/2001	D/w F. Periman re: copy of order (.2); review order re: payment of professional fees (.2); d/w S. Kaufman re: Esposito affidavit (.2)	0.60	Brilliant, A. S.
8/13/2001	D/w Kauffman re: executed Esposito Affidavit (.3); attention to filing of Esposito Affidavit (.2).	0.50	Brilliant, A. S.
8/14/2001	D/w S. Kauffman re retention issues.	0.30	Brilliant, A. S.
8/15/2001	D/w J. Wharton re filing of First Amended Esposito Affidavit (.2).	0.20	Brilliant, A. S.
8/16/2001	D/w M. Esposito and S. Kauffman re sales of securities (.5); forward final court order to clients (.2).	0.70	Brilliant, A. S.
8/17/2001	Conference call w/Esposito, Geen, Salomon and others at Goldman re open issues (1.1); d/w R. Sukley re same (.2); d/w M. Esposito re conversation w/Sukley (.2); d/w D. Geen re call w/UST (.2); d/w Salomon re call w/UST (.2).	1.90	Brilliant, A. S.
9/25/2001	D/w Ferguson and Salim re various issues	0.50	Brilliant, A. S.
9/26/2001	D/w B. Salem re various issues relating to Comdisco.	0.30	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – RETENTION

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
10/17/2001	Various conversations w/M. Esposito re: potential contract issues.	0.40	Brilliant, A.S.
11/5/2001	Telephone conference with S. Kauffman re: status (.2); preparation of draft supplemental affidavit of M. Esposito (.6).	0.80	Druehl, C. P.
11/6/2001	Review and revise supplemental affidavit and coordinate delivery of same to S. Kauffman and M. Esposito (.5); telephone conference with S. Kauffman re: same (.2).	0.70	Druehl, C. P.
11/8/2001	Call from S. Kauffman re: supplemental affidavit per comments of N. Feit.	0.10	Druehl, C. P.
11/12/2001	Review and revise supplemental affidavit per comments of N. Feit.	0.30	Druehl, C. P.
11/19/2001	D/w V. Gutin re supplemental affidavit and status.	0.40	Brilliant, A. S.
11/19/2001	Call to and telephone conference with S. Kauffman re: status of supplemental affidavit.	0.20	Druehl, C. P.
11/21/2001	D/w M. Esposito re: first supplemental affidavit (.2); d/w w/C. Druehl re: same. (.2)	0.40	Brilliant, A. S.
11/21/2001	Coordinate filing and service of first supplemental affidavit of M. Esposito	0.70	Druehl, C. P.
11/21/2001	Prepare and distribute First Supplemental Affidavit of M. Esposito (.9); prepare affidavit of service re same (.3).	1.20	Strappazon, R.
11/29/2001	Revise Esposito affidavit (.6); d/w N. Feit re same (.2); D/w Feit re comments to affidavit (.5); d/w Gutin re leasing transactions and issues re same (.5); revise affidavit (.7).	2.50	Brilliant, A. S.
11/29/2001	Preparation of second supplemental affidavit	2.10	Druehl, C. P.
11/30/2001	D/w N. Feit re affidavit (.3); d/w V. Cortis re comments to affidavit (.6); d/w M. Esposito re same (.3); further conversation w/Esposito re affidavit (.3); d/w N. Feit re Daily Deal (.3).	1.80	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – RETENTION

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
11/30/2001	Review and revise second supplemental affidavit.	1.10	Druehl, C. P.
12/3/2001	Preparation of draft third supplemental affidavit (.5); review status of second supplemental affidavit and coordinate preparation for service of same (.5)	1.00	Druehl, C. P.
12/3/2001	D/w M. Esposito re affidavit (.4); d/w N. Feit re affidavit (.3); d/w L. Lederman re same (.2); further d/w Esposito re Affidavit (.2); d/w Gutin re Esposito affidavit (.3).	1.40	Brilliant, A. S.
12/4/2001	Revise and finalize second supplemental affidavit w/ M. Esposito comments (.7); coordinate filing and service of same (1.6); telephone conferences with C. Aberman re: same (.3); call to R. Sukely re: same (.1)	2.70	Druehl, C. P.
12/4/2001	Maintain files (.4); prepare and distribute Second Supplemental Affidavit of M. Esposito (1.7)	2.10	Strappazon, R.
12/4/2001	D/w M. Esposito re affidavit (.3); review and revise same (.5); further d/w Esposito and Ferguson re affidvits (.4); d/w C. Druehl re: service of affidavit (.3).	1.50	Brilliant, A. S.
12/20/2001	Preparation of third supplemental affidavit (.4); forward same to N. Feit, M. Esposito, V. Gutin, S. Kauffman, K. Ferguson (.1); telephone conference with S. Kauffman re: transaction fee invoice and second fee statement (.2); preparation of second fee statement (.9).	1.60	Druehl, C. P.
12/21/2001	Review and revise thrd supplemental affidavit and call to S. Kauffman re: same	0.70	Druehl, C. P.
1/2/2002	Confer A. Brilliant re: pending matters and call to S. Kauffman re: same	0.30	Druehl, C. P.
1/3/2002	Telephone conference with S. Kauffman re: pending issues (.2); confer A. Brilliant and corresp. S. Kauffman re: same (.3)	0.50	Druehl, C. P.
1/7/2002	Telephone conference with S. Kauffman re: status of 3rd supplemental affidavit	0.20	Druehl, C. P.
1/9/2002	Review comments from S. Kauffman to third affidavit and issues re: same	0.20	Druehl, C. P.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – RETENTION

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
1/10/2002	Telephone conferences with S. Kauffman re: third supplemental affidavit and fee statements (.2); review and revise third supplemental affidavit and circulate revised version to client and calls to/from N. Feit re: same (.4)	0.60	Druehl, C. P.
1/10/2002	D/w N. Feit re 3rd Supplemental Affidavit	0.20	Brilliant, A. S.
1/12/2002	Review and revise draft third supplemental affidavit.	0.40	Druehl, C. P.
1/14/2002	Telephone conferences with S. Kauffman re: third supplemental affidavit and review corresp. from N. Feit re: same (.2); review and revise same (.5); review status of payment of fees and corresp. M. Esposito, V. Gutin, and S. Kauffman re: same (.2).	0.90	Druehl, C. P.
1/17/2002	D/w C. Druehl re third supplemental affidavit	0.10	Brilliant, A. S.
1/17/2002	Prepare distribution of Third Supplemental Affidavit of M. Esposito.	2.00	Mc Cabe, S. M.
1/17/2002	Coordinate filing and service of third supplemental affidavit incl. draft letter to clerk and corresp. S. Kauffman re: status	1.50	Druehl, C. P.
1/17/2002	Distribute Third Supplemental Affidavit of M. Esposito (1.2); prepare affidavit of service re same (.4).	1.60	Strappazon, R.
1/17/2002	Assist with Distribution as per R. Strappazon.	0.30	Williams, L.
1/17/2002	Assist with distribution of third supplemental affidavit of Michael P. Esposito as per R. Strappazon.	2.00	Gibson, D.
1/22/2002	Telephone conferences with S. Kauffman, V. Gutin, and A. Brilliant re: open issues (.4); prepare memo to R. Sukely, R. Hanson, Weisfelner, and Heroy re: same (.5); prepare draft fourth supplemental affidavit (.9)	1.80	Druehl, C. P.
1/22/2002	D/w V. Gutin re: open issues (.3); review mail to constituencies (.2); d/w C. Druehl re: same (.2)	0.70	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – RETENTION

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
1/23/2002	Revise 4th affidavit and distribute same to M. Esposito, V. Gutin, and S. Kauffman (.4); telephone conferences with S. Kauffman re: same and calls to M. Esposito and V. Gutin re: same (.3)	0.70	Druehl, C. P.
1/23/2002	Review and revise affidavit (.4)	0.40	Brilliant, A. S.
1/24/2002	Review and revise 4th supplemental affidavit	1.50	Druehl, C. P.
1/24/2002	D/w N. Feit re: revisions to affidavit (.3)	0.30	Brilliant, A. S.
1/24/2002	Review and revise 4th supplemental affidavit incl. telephone conferences with S. Kauffman, M. Esposito re: same and corresp. re: same (1.4); telephone conference with C. Aberman re: filing of same (.1)	1.50	Druehl, C. P.
1/25/2002	Review and revise 4th supplemental affidavit (3.0); telephone conferences with S. Kauffman and confer A. Brilliant re: same (.6); coordinate distribution of same (.3)	3.90	Druehl, C. P.
1/25/2002	D/w N. Feit re: supplemental affidavit (.2); conference call w/ Feit and Esposito re: affidavit (.6); d/w S. Kauffman re: information for affidavit (.3); review and revise affidavit (.3); draft letter to Feit and Esposito re: affidavit (.2)	1.60	Brilliant, A. S.
1/28/2002	Telephone conferences with S. Kauffman re: status of 4th supplemental affidavit and revise same based on M. Esposito comments	0.50	Druehl, C. P.
1/29/2002	Review N. Feit comments to supplemental affidavit and review and revise same (.6); telephone conference with S. Kauffman re: same and corresp. A. Brilliant re: same (.2).	0.80	Druehl, C. P.
1/29/2002	Review N. Feit comments to supplemental affidavit and review and revise same (.3); d/w C. Druehl re: same (.2).	0.50	Brilliant, A. S.
1/30/2002	D/w C. Druehl re status of supplemental affidavit.	0.20	Brilliant, A. S.
1/30/2002	Telephone conferences with M. Esposito and S. Kauffman re: status of affidavit and confer A. Brilliant re: same.	0.50	Druehl, C. P.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – RETENTION

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
2/1/2002	Review and revise 4th supplemental affidavit (1.2); telephone conferences with N. Feit, M. Esposito, G. Panagakis, S. Kauffman, and A. Brilliant re: same (.6); coord. dist. of same to M. Esposito and S. Kauffman (.3).	2.10	Druehl, C. P.
2/1/2002	Conference call w/Feit and Esposito re affidavit (.4); d/w G. Panagakis re affidavit (.2).	0.80	Brilliant, A. S.
2/1/2002	Make arrangements re notary for M. Esposito's fourth supplemental affidavit.	0.40	Strappazon, R.
2/1/2002	Assisted C. Druehl with notarizing document.	3.00	Harris, J. A.
2/4/2002	D/w M. Esposito re supplemental affidavit (.3); d/w N. Feit re same (.3).	0.60	Brilliant, A. S.
2/4/2002	Assist with distribution of Fourth Supplemental Affidavit.	1.10	Perelman, S.
2/4/2002	Corresp. M. Esposito, N. Feit, and S. Kauffman re: 4th supplemental affidavit (.3); telephone conference with S. Kauffman re: same and expense issues (.2)	0.50	Druehl, C. P.
2/4/2002	Update 2002 service list.	0.40	Strappazon, R.
2/5/2002	Prepare distribution of Fourth Supplemental Affidavit.	1.30	Perelman, S.
2/5/2002	Coordinate filing and service of 4th supplemental affidavit (.5); coordinate delivery of same to N. Feit (.2)	0.70	Druehl, C. P.
2/5/2002	Prepare and distribute fourth supplemental affidavit of M. Esposito (1.1); finalize affidavit of service re same (.3).	1.40	Strappazon, R.
2/14/2002	D/w N. Feit re open issue.	0.40	Brilliant, A. S.

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Description of Legal Services

GOLDMAN SACHS – COMDISCO – RETENTION

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
4/18/2002	D/w V. Gutin re affidavit (.1); review affidavit (.2).	0.30	Brilliant, A. S.
7/10/2002	Review plan issues and prepare draft memo to G. Panagakis re: post-effective engagement.	0.70	Druehl, C. P.
7/11/2002	Corresp. G. Panagakis re: continuation of engagement letter.	0.30	Druehl, C. P.
8/1/2002	Call to G. Panagakis re: post-effective engagement.	0.10	Druehl, C. P.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – FEE APPS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
8/24/2001	Confer A. Brilliant re: monthly fee application and review issues re: same	0.50	Druehl, C. P.
8/24/2001	D/w C. Druehl re: Goldman fee application.	0.20	Brilliant, A. S.
8/27/2001	Research procedures re: fee applications in N.D. Ill. and begin preparation of first GSC fee statement	2.00	Druehl, C. P.
8/27/2001	Research re fee applications and fee statements of financial advisors.	0.70	Strappazon, R.
8/28/2001	Confer A. Brilliant and call to S. Kaufman re: fee statement	0.20	Druehl, C. P.
8/29/2001	Telephone conference with S. Kaufman re: fee statement.	0.20	Druehl, C. P.
9/4/2001	Telephone conferences with S. Kaufman re: fee statement status and confer A. Brilliant re: same	0.40	Druehl, C. P.
9/4/2001	Research re fee statement preparation.	0.30	Strappazon, R.
9/20/2001	Telephone conference with S. Kauffman and A. Brilliant re: status of fee statement	0.10	Druehl, C. P.
9/21/2001	D/w Druehl re: status of Fee Application	0.30	Brilliant, A. S.
9/21/2001	Memo to S. Kauffman and V. Gutin re: status of fee statement	0.20	Druehl, C. P.
9/28/2001	Review status and issues re: invoice and telephone conference with K. Ferguson re: same and confer A. Brilliant re: same	0.40	Druehl, C. P.
9/28/2001	D/w V. Gutin re Goldman fee application (.3); d/w C. Druehl re follow up re same (.2).	0.50	Brilliant, A. S.
10/3/2001	Review and revise first fee statement for Goldman (.6); corresp. K. Ferguson, V. Gutin, S. Kauffman re: same (.2).	0.80	Druehl, C. P.
10/4/2001	Review fee statement information from K. Ferguson (.4); finalize fee statement and send final draft to K. Ferguson (.6)	1.00	Druehl, C. P.
10/4/2001	Review and revise fee statement (.4); d/w C. Druehl re changes to same (.2).	0.60	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – FEE APPS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
10/12/2001	D/w S. Kaufman re status of Employment and payment of transaction fee.	0.40	Brilliant, A. S.
10/15/2001	Review transaction fee provisions of retention order and confer A. Brilliant re: same	0.20	Druehl, C. P.
10/16/2001	Preparation of fee application re: technology services division sale	4.90	Druehl, C. P.
10/16/2001	Research re fee applications re transaction fees.	0.60	Strappazon R.
10/17/2001	D/w C. Druehl re fee application (0.2); d/w d/w S. Kaufman re same (0.3).	0.50	Brilliant, A. S.
10/17/2001	Review and revise fee application for transaction fee for technology services sale (1.2); corresp. V. Gutin, S. Kauffman, and M. Esposito re: same (.4); confer A. Brilliant re: same (.2).	1.80	Druehl, C. P.
10/17/2001	Research fee applications re transaction fees.	0.60	Strappazon, R.
10/23/2001	Telephone conference with S. Kauffman re: status of fee application re: technology division transaction fee (.1); confer A. Brilliant re: same (.1)	0.20	Druehl, C. P.
10/24/2001	D/w S. Kaufman re status of Technology Sale (.3); d/w M. Esposito re fee app (.3).	0.60	Brilliant, A. S.
10/31/2001	Review and revise fee application (.5); d/w C. Druehl re: same (.2).	0.70	Brilliant, A. S.
10/31/2001	Review and revise fee application re: sale of technology division (1.0); telephone conference with F. Perlman and A. Brilliant re: same (.1); corresp. F. Perlman re: same (.2).	1.30	Druehl, C. P.
11/2/2001	Telephone conference with F. Perlman re: fee application status and confer A. Brilliant re: same.	0.30	Druehl, C. P.
11/7/2001	Review and revise Goldman fee application for transaction fee (.3).	0.30	Brilliant, A. S.

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Description of Legal Services

GOLDMAN SACHS – COMDISCO – FEE APPS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
11/7/2001	Review and revise fee application re: sale of technology division (1.8); distribute final version to V. Gutin, S. Kaufman, M. Esposito (.5).	2.30	Druehl, C. P.
11/7/2001	Obtain information re omnibus hearing (.3); Conference w/ C. Druehl re same (.1).	0.40	Kim, E.
11/9/2001	Call from/to S. Kauffman re: status; confer A. Brilliant re: same	0.10	Druehl, C. P.
11/9/2001	D/w V. Gutin re Technology Services sale (.2).	0.20	Brilliant, A. S.
11/12/2001	Preparation of draft second fee statement for GSC (.3); distribute same to S Kauffman and K. Ferguson (.2).	0.50	Druehl, C. P.
11/13/2001	Review status of open matters (.2); corresp. A. Brilliant re: same (.2)	0.40	Druehl, C. P.
11/14/2001	Telephone conference with S. Kauffman re: status of sale of technology division and confer A. Brilliant re: same (.4); preparation of second fee statement (.1)	0.50	Druehl, C. P.
11/15/2001	Preparation of second fee statement and backup for same (.5); corresp. A. Brilliant re: bar date (.2)	0.70	Druehl, C. P.
11/16/2001	Revise, finalize, and coordinate distribution of fee application for sale of technology division (5.0); review and revise supplemental affidavit (.4); telephone conferences and corresp. with S. Kauffman re: same (.5); telephone conference with F. Perlman, J. Wharton re: fee application (.2)	6.50	Druehl, C. P.
11/16/2001	Review and revise fee application for Technology Sales (.4); d/w C. Druehl re same (.2); d/w V. Gutin re same (.2).	0.80	Brilliant, A. S.
11/16/2001	Prepare distribution of Fee Application.	2.50	Perelman, S.
11/16/2001	Prepare and distribute fee application.	1.70	Strappazon, R.
11/20/2001	Telephone conferences with S. Kauffman re: fee application and review issues re: same.	0.30	Druehl, C. P.
1/15/2002	Revise transmittal letter and invoice; transaction fee (.3); d/w C. Druehl re same (.2).	0.50	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – FEE APPS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
1/15/2002	Review and revise invoice for transaction fee and confer A. Brilliant re: same (.6); preparation of interim fee application for reimbursement of expenses (2.1).	2.70	Druehl, C. P.
2/21/2002	Review status of GS fees and call to S. Kauffman re: same	0.30	Druehl, C. P.
2/25/2002	Corresp. S. Kaufman and V. Gutin re: leasing fee (.1); calls from/to S. Kauffman re: same (.1).	0.20	Druehl, C. P.
2/26/2002	Telephone conference with S. Kauffman re: status of fee statements, fee application, and leasing fee (.2); review issues and status of same (.3); preparation of fee statement re: expenses (.7); corresp. S. Kauffman re: same (.2)	1.40	Druehl, C. P.
3/13/2002	Preparation of monthly invoice (.4); telephone conference with V. Gutin and A. Brilliant re: status (.3).	0.70	Druehl, C. P.
4/1/2002	Coordinate distribution of bidding procedures order.	0.30	Strappazon, R.
4/2/2002	Preparation of fee application in connection with leasing transaction (4.7); call to S. Kauffman re: same (.1)	4.80	Druehl, C. P.
4/2/2002	Obtain and distribute sale order.	0.40	Strappazon, R.
4/2/2002	D/w C. Druehl re fee application (.3); review and revise same (.4).	0.70	Brilliant, A. S.
4/3/2002	Revise draft fee application for leasing fee and transmit same to S. Kauffman and V. Gutin	0.40	Druehl, C. P.
4/5/2002	Obtain and duplicate documents for request.	1.30	Perelman, S.
6/3/2002	Review and research status of case (.3); confer A. Brilliant re: same (.2); tele. conference with S. Kaufman re: status of fee application (.2)	0.70	Druehl, C. P.
6/3/2002	D/w V. Gutin re fee application (.2); D/w C. Druehl re same (.2).	0.40	Brilliant, A. S.
6/10/2002	Telephone conferences with S. Kauffman re: fee application preparation.	0.30	Druehl, C. P.
6/12/2002	Telephone conference with and review corresp. from S. Kauffman re: fee application.	0.70	Druehl, C. P.
6/17/2002	Confer A. Brilliant re: fee application issues	0.30	Druehl, C. P.

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Description of Legal Services

GOLDMAN SACHS – COMDISCO – FEE APPS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
6/17/2002	D/w C. Druehl re fee app (.3).	0.30	Brilliant, A. S.
6/22/2002	Telephone conference with S. Kauffman re: fee application issues and status of engagement letter going forward (.1); corresp. A. Brilliant re: same (.1).	0.20	Druehl, C. P.
7/8/2002	Review plan and disclosure statement re: fee provisions.	0.30	Druehl, C. P.
7/9/2002	Review plan fee procedures and telephone conference with R. Misler (Skadden) re: same.	0.50	Druehl, C. P.
7/10/2002	Review and revise fee estimate (.3); d/w C. Druehl re: same (.2).	0.50	Brilliant, A. S.
7/10/2002	Preparation of draft fee estimate under plan (3.2); telephone conferences and corresp. with S. Kauffman re: same (.6); corresp. R. Meister re: same (.3).	4.10	Druehl, C. P.
7/10/2002	Obtain information re joint fee review committee and parties to be served with fee application.	1.50	McCabe, S. M.
7/11/2002	Finalize and coordinate filing and service of fee estimate (.7); several telephone conferences with Skadden re: same.	1.00	Druehl, C. P.
7/11/2002	Distribute notice of unbilled fees and expense of Goldman & Sachs (2.2); Correspondence w/ C. Druehl re same (.3).	2.50	Kim, E.
7/12/2002	Prepare affidavit of service re notice of unbilled fees and expense of Goldman & Sachs (.4); Correspondence w/ C. Druehl re same (.1).	0.50	Kim, E.
7/15/2002	Review e-mail from Skadden re: filing and service of fee estimate	0.20	Druehl, C. P.
7/15/2002	Distribute original notice of unbilled fees and expenses of Goldman Sachs to M. Murphy at Skadden (.2); Prepare letter re same (.4); Conference w/ C. Druehl re same (.2); Prepare affidavit of service of notice served on 7/11/02 (.3); Correspondence w/ C. Druehl and A. Bulow re same (.2).	1.30	Kim, E.
7/17/2002	Corresp. and calls from/to S. Kauffman re: fee estimate	0.20	Druehl, C. P.

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Description of Legal Services

GOLDMAN SACHS - COMDISCO - FEE APPS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
7/18/2002	Revise and distribute affidavit of service re notice of unbilled fees and expenses of Goldman Sachs (.3); Correspondence w/ A. Bulow and A. Brilliant re same (.2).	0.50	Kim, E.
7/31/2002	Researched and located final fee application precedent.	1.50	Williams, L.
8/1/2002	Review status of case (.2); corresp. S. Kauffman re: same (.2); preparation of final fee application (2.8).	3.20	Druehl, C. P.
8/2/2002	Telephone conference with S. Kauffman re: invoice for estimated fees, final fee application, and request of debtors (.2); preparation of final fee application (1.1).	1.30	Druehl, C. P.
8/5/2002	Preparation of final fee application	1.00	Druehl, C. P.
8/6/2002	Confer A. Brilliant and telephone conference with S. Kauffman re: fee letter, invoice (.2); corresp. S. McCabe re: effective date (.1)	0.30	Druehl, C. P.
8/7/2002	Obtain information re filing of notice of effective date.	0.80	McCabe, S. M.
8/8/2002	Preparation of final fee application (2.8); telephone conference with V. Gutin and A. Brilliant re: status (.2)	3.00	Druehl, C. P.
8/8/2002	Conf. call w/ C. Druehl and V. Gutin re: retention agreement and fairness opinion	0.40	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – EQUITY OBJECTIONS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
11/26/2001	Review objection to Goldman Sachs fee application	0.40	Arena, T.
11/26/2001	D/w V. Gutin re objection by equity committee (.4); review objection for Equity Committee (.5); work on response to Committee's Objection (2.0).	2.90	Brilliant, A. S.
11/26/2001	Call from P. Salem re: equity committee objection to fees (.1); review issues re: same and preparation of draft response to same (5.3)	5.40	Druehl, C. P.
11/26/2001	Review precedent re objection to financial advisor's fee application.	1.40	Strappazon, R.
11/26/2001	Research caselaw in preparation of response to equity committee objection.	3.60	Sweeter, R. P.
11/27/2001	Review, revise, and finalize response to equity committee's objection to GSC fee application (10.9); telephone conferences with S. Kauffman, K. Ferguson, F. Perlman, and C. Aberman re: same (.6)	11.50	Druehl, C. P.
11/27/2001	Obtain and distribute pleadings in preparation of response to objection of Goldman, Sachs fee application (3.6); prepare files for 11/28/01 hearing (1.2).	4.80	Strappazon, R.
11/27/2001	Research and review case law on 2014 (3.9); review draft response (.7); preparation re hearing (2.3).	6.90	Sweeter, R. P.
11/27/2001	Draft and revise response to Equity Committee objection (4.5); d/w N. Feit re comments to objection (.5); d/w G. Panagokis re Equity objection (.4); further d/w N. Feit re objection (.3); d/w V. Gutin re response (.4); D/w Gutin re strategy (.5).	6.60	Brilliant, A. S.
11/28/2001	Finalize response to equity committee objection (.6); coordinate service and filing of same (.8); telephone conferences with C. Aberman re: same (.4); telephone conference with R. Sukely re: same (.1); coordinate preparation and filing of minute order re: application (.7); telephone conference w/ S. Kauffman re: status (.1); telephone conference with A. Brilliant re: hearing results and supplemental affidavit (.3).	3.00	Druehl, C. P.

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Description of Legal Services

GOLDMAN SACHS – COMDISCO – EQUITY OBJECTIONS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
11/28/2001	Travel to Chicago, preparing en route (4.5); meeting w/Vlad Gutin in preparation for court hearing (1.5); attend court hearing (4.0); d/w N. Feit re results of court hearing (.3).	10.30	Brilliant, A. S.
12/5/2001	Calls to and corresp. C. Aberman re: obtaining sale hearing transcript (.3); review same (2.5)	2.80	Druehl, C. P.
12/5/2001	D/w V. Gutin re affidavit and status.	0.50	Brilliant, A. S.
12/6/2001	Review of sale hearing transcripts (.8); compile cites for same (.5); preparation of memo to UST re: same (.5); confer A. Brilliant re: same (.3); revise, finalize, and coordinate delivery of memo re: same (.5)	2.60	Druehl, C. P.
12/6/2001	D/w R. Mason re Goldman fees (.2); d/w R. Sukely re Goldman fees (.3); d/w C. Druehl re supplemental affidavit re leasing .3); d/w C. Fortgang re Goldman fees (.3); d/w V. Gutin re status (.4).	1.50	Brilliant, A. S.
12/10/2001	Confer A. Brilliant re: UST position re: transaction fee (.2); call to S. Kauffman re: leasing issue (.1); call to and corresp. from C. Aberman re: upcoming hearing date (.1).	0.40	Druehl, C. P.
12/10/2001	D/w I. Bodenstein re Goldman fees (.4); d/w Goldman re discussion w/Bodenstein (.2); d/w C. Druehl re same (.2).	0.80	Brilliant, A. S.
12/10/2001	Maintain files.	0.20	Strappazon, R
12/11/2001	Call to and telephone conference with S. Kauffman re: status of information for third supplemental affidavit (.3); review and revise same (.3); review status of fee application (.1).	0.70	Druehl, C. P.
12/11/2001	Maintain files (.4); review docket re objections filed by US Trustee re retention issues (.4).	0.80	Strappazon, R.
12/12/2001	Review docket re potential filing re Goldman Sachs fee application.	0.30	Strappazon, R.
12/12/2001	D/w C. Druehl re status.	0.20	Brilliant, A. S.
12/12/2001	Review status of fee application and UST submission re: same (.2); confer A. Brilliant re: same (.2); corresp. C. Aberman re: same (.2); call to R. Sukely re: same (.1)	0.70	Druehl, C. P.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – EQUITY OBJECTIONS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
12/13/2001	Calls from/to R. Sukely re: UST response and review same (.5); coord. delivery of same to M. Esposito, V. Gutin, N. Feit (.5); review Court opinion and corresp. same re: same (.5); preparation of proposed order allowing fees (.7).	2.20	Druehl, C. P.
12/13/2001	Review UST response (.3); review memorandum opinion (.5); d/w M. Esposito re same (.2); d/w N. Feit re same (.3).	1.30	Brilliant, A. S.
12/14/2001	Finalize fee order and coordinate delivery of same to chambers incl. corresp. and call to C. Aberman re: same	0.50	Druehl, C. P.
12/14/2001	Review and revise proposed order (.3); d/w C. Druehl re same (.1).	0.40	Brilliant, A. S.
12/17/2001	D/w S. Ferguson re 2nd supplemental affidavit (.3).	0.30	Brilliant, A. S.
12/17/2001	Review status of GS fee order and other fee issues incl. telephone conferences with A. Heckman, A. Brilliant and E. Kim re: same	1.00	Druehl, C. P.
12/17/2001	Review docket for order approving interim fee statement of Goldman & Sachs (.3); Conference w/ C. Druehl re same (.1).	0.40	Kim, E.
12/18/2001	Coordinate issues re: fees and calls from/to and telephone conference with S. Kauffman re: same and status of supplemental affidavit	0.70	Druehl, C. P.
12/18/2001	Review docket for order approving interim fee statement of Goldman & Sachs (.3); Conference w/ C. Druehl re same (.1).	0.40	Kim, E.
12/19/2001	Obtain, review and corresp. M. Esposito, V. Gutin, N. Felt, S. Kauffman, K. Ferguson re: signed order approving transaction fee (.5); call to S. Kauffman re: same and second fee statement (.1); telephone conference with S. Kauffman and K. Ferguson re: second fee statement (.2); review issues and preparation of same (.4); telephone conference with S. Kauffman re: third supplemental affidavit and prepare same (.6)	1.80	Druehl, C. P.
12/19/2001	Obtain and distribute order approving interim fee statement of Goldman & Sachs (.2); Conference w/ C. Druehl re same (.1).	0.30	Kim, E.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – DISCOVERY/TESTIMONY

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
8/29/2001	D/w V. Gutin re: possible testimony on Blake application (.4); d/w Kaufman and Esposito re: possible Esposito testimony on Blake contract assumption (.3); d/w Esposito and Butler re: same (.3); further conversation w/ Kaufman re: testimony issues (.2)	1.20	Brilliant, A. S.
8/30/2001	T/c with A. Brilliant re: testimony of M. Esposito (.4); t/c's with M. Esposito's office re: testimony (.4); t/c with J. Butler re: same (.2); email exchanges with A. Brilliant re: testimony (.2); t/c with C. Druehl re: same (.1).	1.30	Arena, T.
8/30/2001	D/w N. Feit re: court hearing (.3); d/w T. Arena re: status (.3)	0.60	Brilliant, A. S.
10/23/2001	Review proffer (.4); d/w S. Kaufman re status (.3).	0.70	Brilliant, A. S.
10/29/2001	T/c's with V. Gutin re: document subpoena (.3); t/c's with R. Rohlfen re: same (.5); t/c's with S. Berman, counsel to Equity Committee, re: V. Gutin deposition (.3); numerous t/c's with A. Brilliant re: V. Gutin deposition (.5); review subpoena served by Equity Committee (.3); direct H. Ta to prepare objections and responses to document subpoena and edit same (1.0); draft email to N. Feit re: subpoena (.3); conference call with T. Tchen et al. re: subpoena and deposition scheduling (1.0); o/c with A. Brilliant re: same (.2); t/c with N. Feit re: subpoena (.2); emails with A. Brilliant re: subpoena compliance (.4); draft letter to Scott Berman regarding invalidity of subpoena to Goldman Sachs (1.0).	6.00	Arena, T.
10/29/2001	D/w V. Gutin re: deposition subpoena (.3); review subpoena (.2); d/w T. Arena re: same (.2); conf. call w/ Arena and Gutin (.2); conf. c/ w/ Arena, Berlack, Skadden, et al. re: deposition schedule (.6); conf. c/ w/ N. Feit and T. Arena re: strategy (.4); d/w L. Lederman re: subpoena (.2).	2.10	Brilliant, A. S.
10/29/2001	Drafting responses and objections to subpoenas for production of documents	2.50	Ta, H. G.
10/30/2001	Revising responses to document requests	1.30	Ta, H. G.
10/30/2001	Confer A. Brilliant re: various issues	0.30	Druehl, C. P.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – DISCOVERY/TESTIMONY

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
10/30/2001	D/w T. Arena re: status (.3); d/w Arena and Feit re: status (.3); further d/w Arena re: strategy, schedule, et al. (.3); d/w Arena and Gutin re: document production (.3)	1.20	Brilliant, A. S.
10/30/2001	Numerous t/c's with J. Biedermann, counsel to Equity Committee, re: deposition and document production (.4); emails with N. Feit re: same (.4); t/c with N. Feit re: document request (.2); direct H. Ta re: preparation of responses and objections (.5); t/c with T. Tchen re: deposition scheduling (.2); t/c's with R. Rohlfesen re: service of process and document production (.4); t/c with N. Feit and V. Gutin re: document production (.2); preparation of memo to Goldman Sachs re: document collection (1.3); t/c's with V. Gutin re: documents (.4); revise objections and responses to document requests (2.5); t/c's with A. Brilliant re: deposition and document subpoena to V. Gutin (.3); t/c with G. Panagakis, counsel to debtors, re: affidavit of disinterestedness (.2).	7.00	Arena, T.
10/31/2001	T/c with N. Feit re: production of documents and acceptance of service of subpoena (.2); direct H. Ta and legal assistants re: production (2.0); review Goldman Sachs documents for production to Equity Committee (5.0); t/c's with J. Biedermann re: document production (.4); draft letter to J. Biederman re: document production issues (.4); legal research re: protective order (2.0); review draft confidentiality stipulation (.5); t/c with T. Tchen re: deposition scheduling (.2); t/c with V. Meyerov, counsel to Hewlett-Packard, re: request for documents (.2); t/c's with R. Rohlfesen re: privilege issues and scope of production (.5); t/c with A. Brilliant re: same (.2)	11.60	Arena, T.
10/31/2001	D/w D. Silverman re: various issues (.3); d/w T. Arena re: deposition schedule and strategy (.3) D/w w/ T. Arena re document production (.2).	0.80	Brilliant, A. S.
10/31/2001	Telephone conference with T. Arena and coordinate research of bidding procedures motion.	0.30	Druehl, C. P.
10/31/2001	Reviewing documents for production in response to subpoena issued by Equityholder's Committee on Gutin and Goldman Sachs	5.60	Ta, H. G.
10/31/2001	Supervising document production	1.00	Ta, H. G.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – DISCOVERY/TESTIMONY

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
11/8/2001	D/w T. Arena re first days testimony (.3); further d/w T. Arena re status (.3); d/w P. Salem re status of closing issues (.2); d/w N. Feit re results of court hearing (.3).	1.10	Brilliant, A. S.
10/31/2001	Work on document production in response to subpoena issued by committee of equity holders as per T. Arena and H. Ta.	4.50	Vargas, Jr., R.
10/31/2001	Obtain and distribute motion to approve bidding procedures.	0.40	Strappazon, R.
10/31/2001	Work on document production in response to subpoena issued by committee of equity holders as per T. Arena and H. Ta.	3.00	Vargas, Jr., R.
10/31/2001	Work on document production in response to subpoena.	6.50	Fabsik, P.
10/31/2001	Work on document production in response to subpoena.	8.00	Legal Asst. 10,
11/1/2001	T/c with N. Feit re: document production (.2); numerous t/c's with J. Biedermann re: document production (.5); numerous t/c's with M. Walton and R. Rohlfson re: Comdisco's review of Goldman Sachs document production (.5); review Goldman Sachs document production (2.0); discuss hearing with A. Brilliant (1.0); prepare V. Gutin for deposition testimony (2.0); meet with counsel for Comdisco and V. Gutin (3.5); draft letter to J. Schultz, counsel to HP, re: HP request for Goldman Sachs documents (.3); draft letter to J. Biedermann re: Goldman Sachs' document production (.3); t/c with V. Gutin re: PSA documents (.1); t/c with S. Kaufman re: same (.1).	10.50	Arena, T.
11/1/2001	Prepare Vlad Gutin with T. Arena for deposition (2.2); d/w N. Feit re: Goldman policies re: deposition (.4); meeting w/Gutin and Skadden re: preparation for deposition (2.3)	4.90	Brilliant, A. S.
11/1/2001	Research caselaw re scope of subpoena.	1.00	Ta, H. G.
11/1/2001	Research caselaw re scope of subpoena.	0.50	Ta, H. G.
11/1/2001	Reviewing documents and organizing documents for production to Equityholders' Committee.	1.50	Ta, H. G.
11/1/2001	Serving on counsel document production in response to subpoena issued by a committee of equityholders as per T. Arena and H. Ta.	3.00	Vargas, Jr., R.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – DISCOVERY/TESTIMONY

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
11/1/2001	Assist preparation of document production.	3.00	Legal Asst. 10,
11/2/2001	Prepare for V. Gutin deposition (1.5); meet with V. Gutin re: deposition preparation (.7); defend V. Gutin deposition (4.0).	6.20	Arena, T.
11/2/2001	D/w T. Arena re: status of deposition preparation (.2); d/w T. Arena re: results of deposition (.2).	0.40	Brilliant, A. S.
11/2/2001	Assist preparation of document production.	2.00	Vargas, Jr., R
11/2/2001	Assist preparation of document production.	1.00	Fabsik, P.
11/4/2001	Review documents from D. Schwimmer (.2)	0.20	Brilliant, A. S.
11/4/2001	Researching scope of subpoenas.	3.00	Ta, H. G.
11/5/2001	Review V. Gutin deposition transcript (1.7); t/c's with R. Rohlfson re: hearing on Comdisco motion and V. Gutin testimony (.2); t/c with V. Gutin (.1); t/c with A. Brilliant re: hearing (.1); t/c with N. Feit's office re: V. Gutin deposition (.1); review cases re: protective orders (2.0)	4.20	Arena, T.
11/5/2001	D/w T. Arena re possible testimony from Gutin (.3).	0.30	Brilliant, A. S.
11/5/2001	Researching cases on subpoenas issued against financial advisors.	1.00	Ta, H. G.
11/5/2001	Preparation of produced documents as per H. Ta.	1.25	Fabsik, P.
11/6/2001	Review V. Gutin Deposition transcript and prepare for hearing on Comdisco's motion to approve sale of ASB to HP (4.0); prepare V. Gutin for testimony at evidentiary hearing on Comdisco's motion (3.0); review cases re: protective orders (1.0).	8.00	Arena, T.
11/6/2001	Preparation of produced documents as per H. Ta.	1.50	Fabsik, P.
11/7/2001	Prepare V. Gutin for testimony in evidentiary hearing on Comdisco's motion to sell ASB to HP (1.5); attend hearing on Comdisco's motion to sell ASB to HP (8.0)	9.50	Arena, T.
11/7/2001	D/w T. Arena re: Gutin testimony and status and strategy re: same (.4); d/w Arena re: same (.2); conference call w/ Druehl and P. Salem re: HP closing issues (.8); d/w C. Druehl re: closing issues (.3).	1.70	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – DISCOVERY/TESTIMONY

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
11/8/2001	Prepare V. Gutin for testimony at hearing on Comdisco motion to sell ASB (.5); attend court hearing on sale of ASB to HP (4.0); telephone calls with A. Brilliant re: Goldman Sachs affidavit of disinterestedness (.4); telephone calls with A. Brilliant re: V. Gutin's testimony (.4).	5.30	Arena, T.
11/8/2001	D/w T. Arena re first days testimony (.3); further d/w T. Arena re status (.3); d/w P. Salem re status of closing issues (.2); d/w N. Feit re results of court hearing (.3).	1.10	Brilliant, A. S.
11/9/2001	T/c with A. Brilliant re: hearing on Comdisco motion for sale of ASB (.2); t/c with V. Gutin's office re: same (.1); email exchange with V. Gutin re: same (.1); t/c with M. Walton, counsel to Comdisco, re: status of hearing (.2); review file re: hearing notes and deposition transcript (.4).	1.00	Arena, T.
11/14/2001	T/c with R. Rohlfen, counsel to Comdisco, re: Gutin deposition.	0.20	Arena, T.
11/14/2001	Review of produced documents for accuracy as per H. Ta.	1.50	Fabsik, P.
11/15/2001	Email exchange with A. Brilliant re: DOJ ruling in Sungard matter (.1); review article re: same (.1).	0.20	Arena, T.
11/15/2001	Review of produced documents as per H. Ta.	1.25	Fabsik, P.
11/16/2001	Review of produced documents as per H. Ta.	1.25	Fabsik, P.
11/19/2001	Review of produced documents (1.7); Sent produced documents to records as per H. Ta (.8)	2.50	Fabsik, P.
12/5/2001	T/c with R. Rohlfen, counsel to Comdisco, re: V. Gutin deposition (.2); t/c with A. Brilliant re: correspondence from Comdisco re: review of Goldman Sachs records by HP (.1)	0.40	Arena, T.
6/10/2002	T/c with A. Brilliant re: subpoena on Goldman Sachs (.2); t/c with N. Feit re: same (.1); review Equityholders' document request (.3); prepare response to document request (.6)	1.20	Arena, T.
6/10/2002	D/w N. Feit re document subpoena; d/w T. Arena re same.	0.30	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – DISCOVERY/TESTIMONY

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
6/11/2002	Direct H. Ta re: response to Equity Committee's document request (.3); edit same (1.0); t/c with A. Brilliant re: discovery stay (.2); t/c with J. Biedermann re: discovery (.2); t/c with G. Panagakis re: stay (.2); email to A. Brilliant re: same (.2)	2.10	Arena, T.
6/11/2002	D/w J. Butler re document production (.1); conf call w/J. Bidera and T. Arena (.2); d/w T. Arena re production (.2).	0.50	Brilliant, A. S.
6/11/2002	Meeting with Arena (.3); drafting response to document request by equityholders' committee (1.7)	2.00	Ta, H. G.
6/12/2002	T/c with D. Surpris of Brown Rudnick re: discovery of Goldman (.4); email with A. Brilliant (.2); draft letter to D. Surpris (.8); t/c with A. Brilliant (.3); t/c with N. Feit's office (.3)	2.00	Arena, T.
6/12/2002	D/w T. Arena re subpoena (.3); conference call w/Arena and Biederman re same (.3); left voicemail for N. Feit re status (.1); d/w V. Gutin re subpoena and fee application (.4).	1.10	Brilliant, A. S.
6/13/2002	Review correspondence from Brown Rudnick re: stay of discovery (.2); email exchange with A. Brilliant re: same (.2)	0.40	Arena, T.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – TRAVEL TIME

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
7/16/2001	Travel to Chicago for hearing (2.5); return to New York (2.5).	5.00	Brilliant, A. S.
8/8/2001	Travel to Chicago for court hearing.	4.00	Brilliant, A. S.
8/9/2001	Return to New York.	3.80	Brilliant, A. S.
11/1/2001	Travel to Chicago.	3.00	Arena, T.
11/2/2001	Travel to New York City.	4.50	Arena, T.
11/6/2001	Travel to Chicago for hearing on Comdisco's motion to sell ASB to HP.	2.00	Arena, T.
11/8/2001	Travel to New York City	4.00	Arena, T.
11/28/2001	Return to Chicago.	4.20	Brilliant, A. S.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – CLAIMS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
10/19/2001	Confer A. Brilliant re: proof of claim (.2); research re: bar date (.3)	0.50	Druehl, C. P.
10/22/2001	Preparation of draft proof of administrative claim.	2.40	Druehl, C. P.
10/22/2001	D/w C. Druehl re proof of claim issues.	0.20	Brilliant, A. S.
11/12/2001	Review and revise proof of claim (.5); confer A. Brilliant re: same (.2).	0.70	Druehl, C. P.
11/19/2001	Review status of proof of claim and confer A. Brilliant re: same.	0.20	Druehl, C. P.
11/20/2001	D/w C. Druehl re: proof of claim (.3); review and revise same (.3).	0.60	Brilliant, A. S.
11/20/2001	Confer A. Brilliant re: proof of claim (.3); finalize draft proof of claim and forward same to S. Kauffman, V. Gutin, M. Esposito (.8).	1.10	Druehl, C. P.
11/26/2001	Call to S. Kauffman re: proof of claims.	0.10	Druehl, C. P.
11/28/2001	Preparation of proofs of claim (1.7); corresp. N. Feit re: same (.1).	1.80	Druehl, C. P.
11/29/2001	Finalize proof of claim and coordinate filing of same.	2.10	Druehl, C. P.
11/29/2001	Review and distribution of Proof of Claims as per C. Druehl and R. Strappazon.	2.00	Vargas, Jr., R.
11/29/2001	Review and revise proofs of claim (.7); coordinate service and filing of same (.6).	1.30	Strappazon, R.
11/30/2001	Telephone conference with claims agent and R. Strappazon to confirm filing of proofs of claim and review same (.3).	0.30	Druehl, C. P.
11/30/2001	Confirm proofs of claim were received by claims agent for filing.	0.40	Strappazon, R.
2/25/2002	Review debtors' omnibus objection to claims (.4); call to C. Aberman re: same (.1).	0.50	Druehl, C. P.
2/25/2002	Review omnibus objection to claims.	0.30	Strappazon, R.
2/25/2002	Obtain information re first omnibus objection filed by Goldman Sachs (.5); Conference w/ C. Druehl and S. McCabe re same (.2).	0.70	Kim, E.

MILBANK, TWEED, HADLEY & McCLOY LLP

Description of Legal Services

GOLDMAN SACHS – COMDISCO – CLAIMS

July 16, 2001 through August 8, 2002

Date	Description	Hours	Name
2/27/2002	Review and verify disallowed claims as per C. Druehl.	1.50	Gibson, D.
3/1/2002	Confer A. Brilliant re: omnibus objection	0.10	Druehl, C. P.
3/14/2002	Telephone conference with J. Strauss, L. West, A. Brilliant re: strategy (.5); telephone conference with S. Kauffman re: claims objection and status of fees (.3)	0.80	Druehl, C. P.

MILBANK, TWEED, HADLEY & McCLOY LLP

July 16, 2001 through August 8, 2002

AIRFREIGHT

<u>Date</u>	<u>Description</u>		<u>Amount</u>	<u>Name</u>
8/14/2001	CHICAGO	IL	9.99	Brilliant, A. S.
8/14/2001	CHICAGO,	IL	9.99	Brilliant, A. S.
10/5/2001	ROSEMONT	IL	9.99	Brilliant, A. S.
10/5/2001	CHICAGO,	IL	9.99	Brilliant, A. S.
10/5/2001	CHICAGO,	IL	9.99	Brilliant, A. S.
10/5/2001	CHICAGO	IL	9.99	Brilliant, A. S.
10/5/2001	NEW YORK,	NY	8.00	Brilliant, A. S.
10/5/2001	CHICAGO	IL	9.99	Brilliant, A. S.
11/16/2001	ROSEMONT	IL	19.90	Edelman, M.
11/16/2001	CHICAGO,	IL	19.90	Edelman, M.
11/16/2001	CHICAGO,	IL	19.90	Edelman, M.
11/16/2001	CHICAGO	IL	19.90	Edelman, M.
11/16/2001	NEW YORK,	NY	17.92	Edelman, M.
11/16/2001	CHICAGO	IL	19.90	Edelman, M.
11/16/2001	CHICAGO	IL	13.74	Edelman, M.
11/21/2001	MINNEAPOLIS	MN	23.14	Strappazon, R.
11/21/2001	ROSEMONT	IL	9.90	Strappazon, R.
11/21/2001	CHICAGO,	IL	9.90	Strappazon, R.
11/21/2001	CHICAGO,	IL	9.90	Strappazon, R.
11/21/2001	CHICAGO	IL	9.90	Strappazon, R.
11/21/2001	NEW YORK,	NY	7.92	Strappazon, R.
11/21/2001	CHICAGO	IL	9.90	Strappazon, R.
11/21/2001	CHICAGO	IL	9.90	Strappazon, R.
11/26/2001	AIRFREIGHT - VENDOR: DHL WORLDWIDE EXPRESS DELIVERY TO (SEE LABEL)		111.75	Ta, H. G.

MILBANK, TWEED, HADLEY & McCLOY LLP

July 16, 2001 through August 8, 2002

AIRFREIGHT

Date	Description	Amount	Name
11/29/2001	UPPER MONTCLAIR NJ	28.89	Druehl, C. P.
12/4/2001	CHICAGO IL	9.80	Druehl, C. P.
12/4/2001	CHICAGO IL	9.80	Druehl, C. P.
12/31/2001	AIRFREIGHT - VENDOR: FEDERAL EXPRESS CORPORATION PACKAGE DELIVERY TO CHICAGO, IL	3.84	Strappazon, R.
12/31/2001	AIRFREIGHT - VENDOR: FEDERAL EXPRESS CORPORATION PACKAGE DELIVERY FROM CHICAGO, IL	12.89	Brilliant, A. S.
1/16/2002	AIRFREIGHT - VENDOR: FEDERAL EXPRESS CORPORATION DELIVERY TO CHICAGO, FL	3.80	Druehl, C. P.
1/17/2002	CHICAGO NY	9.54	Brilliant, A. S.
1/18/2002	AIRFREIGHT - VENDOR: FEDERAL EXPRESS CORPORATION DELIVERY FROM NEW YORK, NY	9.42	Brilliant, A. S.
2/5/2002	CHICAGO NY	9.45	Strappazon, R.
3/8/2002	AIRFREIGHT - VENDOR: FEDERAL EXPRESS CORPORATION DELIVERY TO CHICAGO IL	3.77	Brilliant, A. S.
3/25/2002	AIRFREIGHT - VENDOR: FEDERAL EXPRESS CORPORATION DELIVERY TO CHICAGO IL	3.74	Strappazon, R.
4/5/2002	AIRFREIGHT - VENDOR: EXPRESSPAK WORLDWIDE PACKAGE DELIVERY TO CHICAGO, IL	111.75	Ta, H. G.
7/15/2002	CHICAGO, NY	13.52	Kim, E.
7/18/2002	CHICAGO NY	9.69	Kim, E.
8/5/2002	AIRFREIGHT - VENDOR: FEDERAL EXPRESS CORPORATION PACKAGE DELIVERY TO VARIOUS LOCATIONS SEE ATTACHED MANIFEST	40.56	Druehl, C. P.
8/5/2002	AIRFREIGHT - VENDOR: FEDERAL EXPRESS CORPORATION PACKAGE DELIVERY TO VARIOUS LOCATIONS SEE ATTACHED MANIFEST	73.46	Druehl, C. P.

MILBANK, TWEED, HADLEY & McCLOY LLP

July 16, 2001 through August 8, 2002

BINDING - IN-HOUSE

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
11/5/2001	BINDING - IN-HOUSE	20.00	Arena, T.

MILBANK, TWEED, HADLEY & McCLOY LLP

July 16, 2001 through August 8, 2002

CAB FARES/LOCAL TRANSPORTATION

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/16/2001	LOTUS:01320040/009638/2000 - 07/16/01 7:00AM	33.93	Brilliant, A. S.
7/17/2001	LOTUS:01300043/53043/2115 - 07/17/01 1:45AM	39.84	Hooks, R.
7/18/2001	LOTUS:01300043/010002/2057 - 07/18/01 9:50PM	20.24	Kenny, M.
7/18/2001	LOTUS:01310045/010003/2062 - 07/18/01 11:42PM	19.43	Carlin, V. M.
7/19/2001	LOTUS:01300043/010005/2044 - 07/19/01 9:37PM	13.76	Engram, I.
7/20/2001	CAB FARES/LOCAL TRANSPORTATION - VENDOR: DIANA AMANIERA TRAVEL REIMB FOR D AMANIEA W/E 07/09/01	24.00	Amaniera, D.
7/20/2001	CAB FARES/LOCAL TRANSPORTATION - VENDOR: CAROLANN RICCI TRAVEL REIMB FOR C RICCI W/E 07/08/01	12.00	Ricci, C. A.
7/28/2001	DIAL:910109/010113/078D - 07/28/01 01:28	62.73	Gruberger, D.
8/8/2001	LOTUS:01330039/010047/2105 - 08/08/01 6:25AM	33.93	Brilliant, A. S.
10/31/2001	CAB FARES/LOCAL TRANSPORTATION - VENDOR: CASHIER CAB FARE FOR H. TA ON 10/31/01	13.00	Ta, H. G.
10/31/2001	DIAL:916599/447551/245W - 10/31/01 21:59	26.52	Arena, T.
10/31/2001	LOTUS:01450043/172277/2172 - 10/31/01 9:39PM	20.87	Vargas, Jr., R.
11/1/2001	DIAL:917610/447549/360C - 11/01/01 12:58	88.23	Arena, T.
11/6/2001	DIAL:917610/400850/320F - 11/06/01 11:59	44.37	Arena, T.
11/7/2001	LOTUS:01460042/174488/2099 - 11/07/01 9:15PM	21.82	Druehl, C. P.
11/15/2001	CAB FARES/LOCAL TRANSPORTATION - VENDOR: CASHIER REF; 99039--11/14/01--TRANS REIM -PAUL FABSIK	12.00	Fabsik, P.
11/16/2001	LOTUS:01470053/176973/2017 - 11/16/01 8:02PM	21.82	Druehl, C. P.
11/16/2001	LOTUS:01470053/181984/2144 - 11/16/01 9:22PM	48.38	Strappazon, R.
11/21/2001	LOTUS:01480045/012299/2132 - 11/21/01 8:45PM	21.50	Ratto, A. M.
11/26/2001	LOTUS:01490054/54746/2057 - 11/26/01 11:41PM	21.82	Druehl, C. P.
11/26/2001	LOTUS:01490054/54373/2187 - 11/26/01 11:27PM	16.12	Strappazon, R.

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July 16, 2001 through August 8, 2002

CAB FARES/LOCAL TRANSPORTATION

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
11/27/2001	LOTUS:01490054/183277/2193 - 11/27/01 9:55PM	21.82	Druehl, C. P.
11/27/2001	LOTUS:01490054/173774/2199 - 11/27/01 10:56PM	32.25	Strappazon, R.
11/28/2001	LOTUS:01490054/182065/2075 - 11/28/01 9:06PM	58.02	Brilliant, A. S.
11/28/2001	LOTUS:01490054/013304/2083 - 11/28/01 7:15AM	37.46	Pugh Jr., R. V.
11/29/2001	CAB FARES/LOCAL TRANSPORTATION - VENDOR: CASHIER TRANS REIM REF 99663	12.00	Sweeter, R. P.
12/4/2001	LOTUS:01500053/013652/2187 - 12/04/01 11:41PM	29.14	Carlin, V. M.
12/4/2001	LOTUS:01500053/181886/2062 - 12/04/01 10:40PM	13.76	Strappazon, R.
1/25/2002	LOTUS:02052042/199861/2017 - 01/25/02 8:49PM	21.82	Druehl, C. P.
1/26/2002	DIAL:923772/014878/357B - 01/26/02 01:50	31.37	Gruberger, D.
2/1/2002	LOTUS:02062044/198601/2015 - 02/01/02 8:23PM	31.30	Diegnan, R. P.
4/29/2002	CAB FARES/LOCAL TRANSPORTATION - VENDOR: ROYAL DISPATCH SERVICES INC REF: INV#396836/0302/0305 -04/02/02 FROM 1 CMP TO 145 W 67TH STREET	25.50	Druehl, C. P.
7/11/2002	LOTUS:02292040/225524/2130 - 07/11/02 10:35PM	42.69	Kim, E.
7/31/2002	CAB FARES/LOCAL TRANSPORTATION - VENDOR: ROYAL DISPATCH SERVICES INC REF: INV#407186/793817/ 0728 --- 07/10/02 145 WEST 67TH STREET.	25.50	Druehl, C. P.
8/1/2002	EXECAR:409468/75025824/576 - 08/01/02 22:46	21.38	Gargano, D. M.
8/2/2002	LOTUS:02322040/232698/2163 - 08/02/02 12:05AM	33.20	Temp, L.

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July 16, 2001 through August 8, 2002

COURT SEARCH

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
11/30/2001	LivEdgar	17.59	Metz, P. C.
11/30/2001	LivEdgar	1.35	Metz, P. C.
11/30/2001	LivEdgar	13.53	Metz, P. C.

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July 16, 2001 through August 8, 2002

COURT/CLERICAL SERVICES

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
11/20/2001	OUTSIDE CLERICAL - VENDOR: ESQUIRE DEPOSITION SERVICES DEPOSITION TRANSCRIPT OF VLADIMIR GUTIN	474.94	Arena, T.

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July 16, 2001 through August 8, 2002

DOCUMENT RETRIEVAL/REPRODUCTION

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
8/10/2001	DOCUMENT RETRIEVAL/REPRODUCTION - VENDOR: CHOICEPOINT SERVICES INC OBTAINED REQUESTED ITEMS	291.14	Gomez, A. I.
11/27/2001	DOCUMENT RETRIEVAL/REPRODUCTION - VENDOR: PACER SERVICE CENTER DOCUMENT RETRIEVAL	0.28	Strappazon, R.
3/7/2002	DOCUMENT RETRIEVAL/REPRODUCTION - VENDOR: PACER SERVICE CENTER	6.09	Strappazon, R.
6/13/2002	DOCUMENT RETRIEVAL/REPRODUCTION - VENDOR: PACER SERVICE CENTER PUBLIC ACCESS TO COURT ELECTRONIC RECORDS	22.26	Strappazon, R.

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July 16, 2001 through August 8, 2002

FEES

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
12/19/2001	FEES - VENDOR: PARCELS/ VIRTUAL DOCKET DOCUMENTS DOWNLOADED	7.50	Doulos, M.

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July 16, 2001 through August 8, 2002

LEXIS

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/24/2001	LEXIS	311.00	Lewis, J.
7/25/2001	LEXIS	707.50	Lewis, J.
11/1/2001	LEXIS	508.00	Ta, H. G.
11/2/2001	LEXIS	613.00	Ta, H. G.
11/4/2001	LEXIS	61.00	Ta, H. G.
11/5/2001	LEXIS	226.75	Ta, H. G.
11/6/2001	LEXIS	463.75	Ta, H. G.
11/26/2001	LEXIS	245.00	Sweeter, R. P.
11/27/2001	LEXIS	157.25	Sweeter, R. P.

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July 16, 2001 through August 8, 2002

MAIL

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
11/21/2001	- No Of Pieces: 79	45.03	Strappazon, R.
12/4/2001	- No Of Pieces: 77	43.89	Druehl, C. P.
1/17/2002	- No Of Pieces: 23	13.11	Misc. Atty's, temps, e, .
1/17/2002	- No Of Pieces: 75	42.75	Druehl, C. P.
2/5/2002	- No Of Pieces: 93	53.01	Druehl, C. P.

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MEAL, OVERTIME

Date	Description	Amount	Name
8/7/2001		8.50	Tagliavia, J.
10/31/2001	MEAL, OVERTIME O.T. MEAL FOR H. TA ON 10/31/01	20.00	Ta, H. G.
11/27/2001	Seamless Web	10.22	Strappazon, R.
11/28/2001	MEAL, OVERTIME - VENDOR: CASHIER O.T. MEAL FOR R. SWEETER ON 11/27/01	14.89	Barr, M.
11/28/2001	MEAL, OVERTIME - VENDOR: CASHIER O.T. MEAL FOR A. BRILLIANT ON 11/27/01	14.89	Barr, M.
12/6/2001	MEAL, OVERTIME - VENDOR: CASHIER O.T. MEAL FOR C. DRUEHL ON 12/05/01	11.00	Druehl, C. P.
7/31/2002	MEAL, OVERTIME - VENDOR: CASHIER O.T. MEAL FOR E. KIM ON 07/11/02	20.00	Kim, E.
8/1/2002		2.50	Gargano, D. M.
8/1/2002		4.25	Engram, I.

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MEALS & ENTERTAINMENT

Date	Description	Amount	Name
8/8/2001	Court hearing / business meeting.	33.03	Brilliant, A. S.
11/1/2001	Attend deposition in Chicago.	30.85	Arena, T.
11/6/2001	Attend depositions.	418.70	Arena, T.
11/14/2001	DINNER	16.02	Fabsik, P.

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July 16, 2001 through August 8, 2002

MESSENGER

Date	Description	Amount	Name
10/5/2001	5579492 - GOLDMAN SACHS & CO, 85 BROAD ST	12.00	Brilliant, A. S.

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OUTSIDE MESSENGER

Date	Description	Amount	Name
11/6/2001	LOTUS:01460043/011788/2099 - 11/06/01 5:12PM	33.20	Ta, H. G.

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OUTSIDE REPRODUCTION

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
2/15/2002	OUTSIDE REPRODUCTION - VENDOR: LEX BUSINESS SOLUTIONS COPIES-MEDIUM LITIGATION	2007.86	Fabsik, P.

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July 16, 2001 through August 8, 2002

OVERTIME, SEC SUP SVC

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
1/22/2002		13.75	Tagliavia, J.

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July 16, 2001 through August 8, 2002

OVERTIME, SEC WORKING

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/18/2001		55.00	Kenny, M.
7/18/2001		27.50	Tagliavia, J.
7/19/2001		41.25	Tagliavia, J.
8/8/2001		55.00	Tagliavia, J.
8/7/2001		82.50	Tagliavia, J.
8/10/2001		27.50	Tagliavia, J.
10/16/2001		27.50	Tagliavia, J.
11/21/2001		82.50	Kenny, M.
11/27/2001		27.50	Tagliavia, J.
8/5/2002		32.50	Surace, J.
8/5/2002		16.25	Tagliavia, J.

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July 16, 2001 through August 8, 2002

PHOTOCOPIES

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/18/2001		6.00	Kenny, M.
8/14/2001		9.00	Tagliavia, J.
8/14/2001		4.60	Tagliavia, J.
8/27/2001		16.20	Strappazon, R.
10/5/2001		1.60	Druehl, C. P.
10/5/2001		4.80	Gargano, D. M.
10/31/2001		20.60	Fabsik, P.
10/31/2001		15.60	Fabsik, P.
10/31/2001		5.00	Vargas, Jr., R.
10/31/2001		11.60	Fabsik, P.
10/31/2001		9.00	Fabsik, P.
10/31/2001		6.20	Fabsik, P.
10/31/2001		0.40	Vargas, Jr., R.
10/31/2001		2.00	Fabsik, P.
10/31/2001		8.00	Vargas, Jr., R.
10/31/2001		0.40	Fabsik, P.
10/31/2001		1.20	Fabsik, P.
10/31/2001		0.40	Fabsik, P.
10/31/2001		0.60	Fabsik, P.
10/31/2001		6.20	Vargas, Jr., R.
10/31/2001		7.20	Vargas, Jr., R.
10/31/2001		5.20	Fabsik, P.
10/31/2001		20.60	Vargas, Jr., R.
10/31/2001		16.00	Vargas, Jr., R.
10/31/2001		1.60	Vargas, Jr., R.

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PHOTOCOPIES

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
10/31/2001		0.40	Vargas, Jr., R.
10/31/2001		27.20	Vargas, Jr., R.
11/1/2001		1.20	Arena, T.
11/5/2001		150.00	Arena, T.
11/14/2001		4.20	Druehl, C. P.
11/15/2001		9.60	Druehl, C. P.
11/16/2001		368.00	Perelman, S.
11/16/2001		55.20	Perelman, S.
11/16/2001		0.80	Druehl, C. P.
11/20/2001		10.60	Druehl, C. P.
11/21/2001		0.20	Strappazon, R.
11/21/2001		54.60	Strappazon, R.
11/21/2001		10.40	Strappazon, R.
11/21/2001		0.80	Druehl, C. P.
11/21/2001		7.60	Druehl, C. P.
11/27/2001		0.40	Druehl, C. P.
11/27/2001		23.00	Sweeter, R. P.
11/27/2001		10.20	Druehl, C. P.
11/27/2001		0.40	Druehl, C. P.
11/27/2001		15.20	Druehl, C. P.
11/27/2001		7.20	Druehl, C. P.
11/27/2001		3.60	Druehl, C. P.
11/27/2001		0.60	Sweeter, R. P.
11/28/2001		0.40	Druehl, C. P.
11/28/2001		52.20	Druehl, C. P.

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July 16, 2001 through August 8, 2002

PHOTOCOPIES

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
11/28/2001		7.80	Druehl, C. P.
11/29/2001		1.20	Druehl, C. P.
11/29/2001		918.80	Mc Cabe, S. M.
11/29/2001		276.80	Strappazon, R.
11/29/2001		4.60	Druehl, C. P.
11/29/2001		2.80	Druehl, C. P.
12/4/2001		24.20	Strappazon, R.
12/4/2001		48.60	Strappazon, R.
12/4/2001		6.40	Druehl, C. P.
12/4/2001		8.40	Carlin, V. M.
12/4/2001		4.40	Druehl, C. P.
12/4/2001		9.00	Druehl, C. P.
12/4/2001		0.20	Druehl, C. P.
12/4/2001		1.60	Druehl, C. P.
12/5/2001		0.20	Druehl, C. P.
12/5/2001		2.20	Druehl, C. P.
12/6/2001		6.80	Druehl, C. P.
12/13/2001		1.40	Druehl, C. P.
12/17/2001		7.80	Tagliavia, J.
12/18/2001		3.40	Druehl, C. P.
12/26/2001		1.20	Druehl, C. P.
1/14/2002		3.40	Druehl, C. P.
1/17/2002		0.80	Strappazon, R.
1/17/2002		54.00	Strappazon, R.
1/17/2002		1.80	Druehl, C. P.

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July 16, 2001 through August 8, 2002

PHOTOCOPIES

Date	Description	Amount	Name
1/17/2002		7.80	Strappazon, R.
1/17/2002		1.20	Druehl, C. P.
1/30/2002		2.20	Druehl, C. P.
2/5/2002		2.00	Druehl, C. P.
2/5/2002		7.80	Strappazon, R.
2/5/2002		93.20	Strappazon, R.
2/5/2002		4.20	Strappazon, R.
2/5/2002		1.00	Druehl, C. P.
2/5/2002		3.00	Strappazon, R.
2/5/2002		3.00	Perelman, S.
2/25/2002		5.20	Druehl, C. P.
3/13/2002		2.40	Druehl, C. P.
4/3/2002		3.60	Druehl, C. P.
7/11/2002		7.20	Kim, E.
7/16/2002		1.00	Druehl, C. P.
7/17/2002		2.40	Kim, E.

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July 16, 2001 through August 8, 2002

POSTAGE/UPS

Date	Description	Amount	Name
11/21/2001	POSTAGE/UPS - VENDOR: CASHIER MAIL POSTAGE MACHINE WAS NOT WORKING	100.80	Strappazon, R.

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PRINTING

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/16/2001		5.80	Amanlera, D.
7/16/2001		1.70	Brilliant, A. S.
7/16/2001		0.50	Tucker, M. E.
7/18/2001		2.70	Carlin, V. M.
7/24/2001		0.70	Lewis, J.
7/25/2001		1.20	Lewis, J.
7/27/2001		0.20	Lewis, J.
8/1/2001		0.30	Brilliant, A. S.
8/2/2001		0.40	Brilliant, A. S.
8/6/2001		10.60	Tagliavia, J.
8/6/2001		0.30	Saperstein, D.
8/6/2001		0.70	Brilliant, A. S.
8/7/2001		18.10	Tagliavia, J.
8/7/2001		0.50	Brilliant, A. S.
8/7/2001		0.20	Carlin, V. M.
8/8/2001		3.20	Tagliavia, J.
8/8/2001		2.40	Brilliant, A. S.
8/9/2001		1.00	Tagliavia, J.
8/14/2001		1.00	Tagliavia, J.
8/16/2001		0.90	Brilliant, A. S.
8/24/2001		0.60	Brilliant, A. S.
8/27/2001		18.40	Druehl, C. P.
8/27/2001		1.40	Brilliant, A. S.
8/28/2001		0.10	Brilliant, A. S.
8/29/2001		0.80	Druehl, C. P.

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Date	Description	Amount	Name
10/3/2001		1.30	Druehl, C. P.
10/4/2001		0.90	Druehl, C. P.
10/5/2001		0.20	Druehl, C. P.
10/9/2001		0.50	Esposito, D.
10/16/2001		0.20	Tagliavia, J.
10/16/2001		13.70	Strappazon, R.
10/16/2001		3.20	Druehl, C. P.
10/17/2001		4.50	Druehl, C. P.
10/17/2001		2.40	Strappazon, R.
10/19/2001		0.80	Druehl, C. P.
10/22/2001		1.60	Esposito, D.
10/22/2001		0.40	Heckman, A. L.
10/22/2001		3.10	Druehl, C. P.
10/30/2001		2.50	Arena, T.
10/31/2001		18.40	Strappazon, R.
10/31/2001		0.10	Ta, H. G.
10/31/2001		6.60	Arena, T.
10/31/2001		0.10	Swanton, J.
11/1/2001		1.80	Arena, T.
11/2/2001		1.80	Swanton, J.
11/2/2001		0.90	Druehl, C. P.
11/5/2001		0.90	Esposito, D.
11/5/2001		0.90	Druehl, C. P.
11/5/2001		0.20	Swanton, J.
11/5/2001		0.20	Heckman, A. L.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
11/6/2001		0.30	Swanton, J.
11/6/2001		0.40	Esposito, D.
11/6/2001		0.90	Druehl, C. P.
11/7/2001		1.80	Esposito, D.
11/7/2001		11.40	Druehl, C. P.
11/12/2001		2.30	Druehl, C. P.
11/13/2001		0.70	Esposito, D.
11/13/2001		0.50	Druehl, C. P.
11/16/2001		4.80	Perelman, S.
11/16/2001		19.90	Druehl, C. P.
11/19/2001		4.00	Esposito, D.
11/19/2001		0.10	Fabsik, P.
11/19/2001		0.80	Druehl, C. P.
11/20/2001		1.80	Druehl, C. P.
11/21/2001		0.20	Druehl, C. P.
11/21/2001		0.80	Esposito, D.
11/21/2001		5.60	Strappazon, R.
11/26/2001		21.20	Druehl, C. P.
11/26/2001		13.30	Strappazon, R.
11/27/2001		47.30	Druehl, C. P.
11/27/2001		2.50	Esposito, D.
11/27/2001		29.40	Sweeter, R. P.
11/27/2001		18.60	Strappazon, R.
11/27/2001		0.10	Heckman, A. L.
11/28/2001		3.80	Esposito, D.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
11/28/2001		14.80	Druehl, C. P.
11/29/2001		0.40	Gargano, D. M.
11/29/2001		0.10	Strappazon, R.
11/29/2001		19.30	Druehl, C. P.
11/30/2001		13.80	Druehl, C. P.
11/30/2001		30.10	Mc Cabe, S. M.
12/3/2001		1.10	Druehl, C. P.
12/4/2001		2.20	Esposito, D.
12/4/2001		5.60	Strappazon, R.
12/4/2001		2.00	Druehl, C. P.
12/4/2001		0.20	Carlin, V. M.
12/5/2001		195.70	Druehl, C. P.
12/5/2001		1.10	Esposito, D.
12/5/2001		1.20	Arena, T.
12/6/2001		0.10	Druehl, C. P.
12/7/2001		0.40	Swanton, J.
12/10/2001		2.30	Strappazon, R.
12/11/2001		2.30	Strappazon, R.
12/11/2001		0.20	Heckman, A. L.
12/13/2001		3.30	Druehl, C. P.
12/13/2001		2.30	Kim, E.
12/14/2001		0.10	Heckman, A. L.
12/14/2001		0.20	Druehl, C. P.
12/17/2001		0.80	Esposito, D.
12/18/2001		0.60	Heckman, A. L.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
12/19/2001		3.40	Druehl, C. P.
12/19/2001		0.30	Esposito, D.
12/19/2001		0.20	Kim, E.
12/20/2001		1.30	Strappazon, R.
12/20/2001		2.10	Druehl, C. P.
12/21/2001		0.30	Druehl, C. P.
12/26/2001		0.40	Esposito, D.
1/9/2002		0.50	Druehl, C. P.
1/10/2002		0.70	Druehl, C. P.
1/14/2002		2.70	Druehl, C. P.
1/14/2002		2.70	Esposito, D.
1/15/2002		2.40	Druehl, C. P.
1/15/2002		0.60	Esposito, D.
1/17/2002		1.40	Druehl, C. P.
1/17/2002		19.80	Strappazon, R.
1/18/2002		0.50	Strappazon, R.
1/22/2002		1.10	Druehl, C. P.
1/22/2002		0.40	Druehl, C. P.
1/22/2002		0.10	Esposito, D.
1/23/2002		0.90	Druehl, C. P.
1/24/2002		1.90	Druehl, C. P.
1/25/2002		3.80	Druehl, C. P.
1/25/2002		0.70	Gruberger, D.
1/26/2002		0.40	Gruberger, D.
1/28/2002		0.50	Druehl, C. P.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
1/30/2002		1.70	Esposito, D.
1/31/2002		0.50	Druehl, C. P.
2/1/2002		0.60	Strappazon, R.
2/1/2002		3.00	Druehl, C. P.
2/4/2002		2.60	Perelman, S.
2/4/2002		3.30	Strappazon, R.
2/4/2002		0.20	Druehl, C. P.
2/4/2002		1.90	Esposito, D.
2/5/2002		1.50	Perelman, S.
2/5/2002		1.80	Strappazon, R.
2/5/2002		0.20	Druehl, C. P.
2/26/2002		0.70	Druehl, C. P.
3/6/2002		0.40	Druehl, C. P.
3/13/2002		0.80	Druehl, C. P.
4/2/2002		5.80	Druehl, C. P.
4/2/2002		62.80	Perelman, S.
4/2/2002		3.20	Strappazon, R.
4/3/2002		1.90	Esposito, D.
4/3/2002		3.50	Druehl, C. P.
6/3/2002		1.00	Druehl, C. P.
6/10/2002		0.60	Druehl, C. P.
6/10/2002		0.20	Lugo, J.
6/11/2002		0.60	Lugo, J.
6/11/2002		0.70	Ta, H. G.
6/11/2002		1.20	Arena, T.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
6/12/2002		0.80	Lugo, J.
6/12/2002		0.10	Arena, T.
6/12/2002		3.40	Druehl, C. P.
6/17/2002		0.10	Druehl, C. P.
6/28/2002		0.20	Lugo, J.
7/10/2002		1.60	Druehl, C. P.
7/11/2002		0.70	Druehl, C. P.
7/11/2002		0.70	Kim, E.
7/12/2002		0.40	Kim, E.
7/14/2002		0.60	Kim, E.
7/15/2002		4.80	Kim, E.
7/15/2002		0.90	Esposito, D.
7/17/2002		1.80	Kim, E.
7/18/2002		0.60	Kim, E.
7/22/2002		0.40	Esposito, D.
8/1/2002		0.50	Gargano, D. M.
8/1/2002		0.30	Engram, I.
8/1/2002		12.00	Druehl, C. P.
8/2/2002		0.20	Druehl, C. P.
8/5/2002		2.10	Surace, J.
8/5/2002		4.20	Druehl, C. P.
8/5/2002		7.10	Tagliavia, J.
8/6/2002		1.20	Druehl, C. P.
8/7/2002		1.10	Brilliant, A. S.
8/8/2002		4.40	Druehl, C. P.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
8/8/2002		0.10	Brilliant, A. S.

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SEC DAY

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/19/2001		165.00	Tagliavia, J.
7/19/2001		41.25	Engram, I.
7/23/2001		27.50	Tagliavia, J.
8/6/2001		110.00	Tagliavia, J.
8/7/2001		165.00	Tagliavia, J.
8/8/2001		192.50	Tagliavia, J.
8/14/2001		55.00	Tagliavia, J.
10/5/2001		27.50	Gargano, D. M.
10/5/2001		27.50	Gargano, D. M.
10/22/2001		13.75	Esposito, D.
10/29/2001		137.50	Swanton, J.
10/30/2001		137.50	Swanton, J.
10/31/2001		82.50	Swanton, J.
11/2/2001		82.50	Swanton, J.
11/5/2001		27.50	Swanton, J.
11/6/2001		13.75	Esposito, D.
11/6/2001		82.50	Swanton, J.
11/7/2001		55.00	Swanton, J.
11/7/2001		41.25	Esposito, D.
11/13/2001		27.50	Esposito, D.
11/20/2001		13.75	Esposito, D.
11/21/2001		13.75	Esposito, D.
11/27/2001		82.50	Esposito, D.
11/28/2001		96.25	Esposito, D.
11/29/2001		27.50	Gargano, D. M.

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SEC DAY

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
11/30/2001		27.50	Tagliavia, J.
12/4/2001		82.50	Esposito, D.
12/5/2001		27.50	Esposito, D.
12/17/2001		13.75	Esposito, D.
12/17/2001		27.50	Tagliavia, J.
12/26/2001		13.75	Esposito, D.
1/14/2002		13.75	Esposito, D.
1/15/2002		13.75	Esposito, D.
1/30/2002		13.75	Esposito, D.
2/4/2002		13.75	Esposito, D.
4/3/2002		13.75	Esposito, D.
6/10/2002		27.50	Lugo, J.
6/12/2002		55.00	Lugo, J.
6/13/2002		27.50	Tagliavia, J.
7/15/2002		16.25	Esposito, D.
7/22/2002		16.25	Esposito, D.
8/1/2002		81.25	Gargano, D. M.
8/1/2002		97.50	Engram, I.

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SEC SUP DAY

Date	Description	Amount	Name
7/20/2001		27.50	Tagliavia, J.
7/26/2001		55.00	Tagliavia, J.
8/2/2001		41.25	Tagliavia, J.
8/13/2001		27.50	Tagliavia, J.
8/30/2001		55.00	Gargano, D. M.
11/1/2001		13.75	Trinidad, V.
11/16/2001		27.50	Gargano, D. M.
12/20/2001		13.75	Gargano, D. M.
1/17/2002		27.50	Tagliavia, J.
1/24/2002		13.75	Gargano, D. M.
6/10/2002		13.75	Tagliavia, J.

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TELECOPY

Date	Description	Amount	Name
7/16/2001	RIGHTFAX	20.00	Amaniera, D.
7/16/2001	RIGHTFAX	16.00	Amaniera, D.
8/7/2001	RIGHTFAX	10.00	Brilliant, A. S.
8/7/2001	RIGHTFAX	10.00	Brilliant, A. S.
8/7/2001	RIGHTFAX	22.00	Brilliant, A. S.
8/8/2001	RIGHTFAX	28.00	Brilliant, A. S.
10/31/2001	RIGHTFAX	6.00	Arena, T.
10/31/2001	RIGHTFAX	6.00	Arena, T.
10/31/2001	RIGHTFAX	6.00	Arena, T.
11/1/2001	RIGHTFAX	4.00	Arena, T.
11/6/2001	RIGHTFAX	10.00	Swanton, J.
11/27/2001	RIGHTFAX	26.00	Druehl, C. P.
11/28/2001	RIGHTFAX	158.00	Druehl, C. P.
11/28/2001	RIGHTFAX	158.00	Druehl, C. P.
11/28/2001	RIGHTFAX	158.00	Druehl, C. P.
11/28/2001	RIGHTFAX	158.00	Druehl, C. P.
11/28/2001	RIGHTFAX	158.00	Druehl, C. P.
11/28/2001	RIGHTFAX	158.00	Druehl, C. P.
11/28/2001	RIGHTFAX	158.00	Druehl, C. P.
11/28/2001	RIGHTFAX	158.00	Druehl, C. P.
11/28/2001	RIGHTFAX	158.00	Druehl, C. P.
11/30/2001	RIGHTFAX	8.00	Brilliant, A. S.
12/4/2001	RIGHTFAX	16.00	Druehl, C. P.
12/4/2001	RIGHTFAX	16.00	Druehl, C. P.
12/4/2001	RIGHTFAX	16.00	Druehl, C. P.
12/4/2001	RIGHTFAX	16.00	Druehl, C. P.

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TELECOPY

Date	Description	Amount	Name
12/4/2001	RIGHTFAX	16.00	Druehl, C. P.
12/4/2001	RIGHTFAX	16.00	Druehl, C. P.
12/4/2001	RIGHTFAX	16.00	Druehl, C. P.
12/4/2001	RIGHTFAX	16.00	Druehl, C. P.
1/25/2002	RIGHTFAX	28.00	Brilliant, A. S.
2/1/2002	RIGHTFAX	26.00	Druehl, C. P.
2/5/2002	RIGHTFAX	12.00	Druehl, C. P.
6/12/2002	RIGHTFAX	4.00	Arena, T.

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TELEPHONE

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/16/2001	CHICAGO IL BRILLIANT, ALLAN 5283	1.97	Brilliant, A. S.
7/16/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.
7/16/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.44	Brilliant, A. S.
7/16/2001	RIGHTFAX CHICAGO IL	0.87	Amaniera, D.
7/16/2001	RIGHTFAX CHICAGO IL	0.87	Amaniera, D.
7/17/2001	HINSDALE IL BRILLIANT, ALLAN 5283	1.31	Brilliant, A. S.
7/17/2001	HINSDALE IL BRILLIANT, ALLAN 5283	1.05	Brilliant, A. S.
7/17/2001	HINSDALE IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
7/18/2001	CHICAGO IL TAGLIAVA, JENNIFER 8402	1.09	Cosmai, A.
7/18/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
7/18/2001	CHICAGO IL TAGLIAVA, JENNIFER 8402	0.44	Cosmai, A.
7/18/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
7/18/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
7/20/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
7/20/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
7/20/2001	HINSDALE IL BRILLIANT, ALLAN 5283	4.20	Brilliant, A. S.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/23/2001	HINSDALE IL BRILLIANT, ALLAN 5283	2.85	Brilliant, A. S.
7/23/2001	HINSDALE IL BRILLIANT, ALLAN 5283	2.45	Brilliant, A. S.
7/23/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.
7/24/2001	HINSDALE IL BRILLIANT, ALLAN 5283	2.45	Brilliant, A. S.
7/24/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
7/25/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
7/25/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.44	Brilliant, A. S.
7/25/2001	HINSDALE IL BRILLIANT, ALLAN 5283	4.20	Brilliant, A. S.
7/25/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
7/26/2001	HINSDALE IL BRILLIANT, ALLAN 5283	1.05	Brilliant, A. S.
7/26/2001	CHICAGO IL BRILLIANT, ALLAN 5283	3.84	Brilliant, A. S.
7/26/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
7/26/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
7/26/2001	CHICAGO IL TAGLIAVA, JENNIFER 8402	0.34	Cosmai, A.
7/27/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
7/27/2001	HINSDALE IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/27/2001	HINSDALE IL BRILLIANT, ALLAN 5283	1.39	Brilliant, A. S.
7/27/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.
7/27/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
7/27/2001	CHICAGO IL BRILLIANT, ALLAN 5283	3.50	Brilliant, A. S.
7/30/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
7/30/2001	CHICAGO IL BRILLIANT, ALLAN 5283	2.79	Brilliant, A. S.
7/31/2001	SUMMIT IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
7/31/2001	HINSDALE IL BRILLIANT, ALLAN 5283	1.05	Brilliant, A. S.
8/1/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
8/1/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
8/1/2001	CHICAGO IL BRILLIANT, ALLAN 5283	1.05	Brilliant, A. S.
8/1/2001	HINSDALE IL BRILLIANT, ALLAN 5283	3.50	Brilliant, A. S.
8/2/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
8/2/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
8/3/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
8/3/2001	HINSDALE IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.

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TELEPHONE

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
8/3/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.44	Brilliant, A. S.
8/3/2001	HINSDALE IL BRILLIANT, ALLAN 5283	3.50	Brilliant, A. S.
8/3/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
8/3/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.
8/6/2001	CHICAGO IL TAGLIAVA, JENNIFER 8402	0.34	Cosmai, A.
8/6/2001	CHICAGO IL BRILLIANT, ALLAN 5283	2.09	Brilliant, A. S.
8/6/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
8/7/2001	HINSDALE IL BRILLIANT, ALLAN 5283	0.87	Brilliant, A. S.
8/7/2001	CHICAGO IL TAGLIAVA, JENNIFER 8402	0.34	Cosmai, A.
8/7/2001	CHICAGO IL BRILLIANT, ALLAN 5283	1.05	Brilliant, A. S.
8/7/2001	HINSDALE IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
8/7/2001	CHICAGO IL BRILLIANT, ALLAN 5283	4.20	Brilliant, A. S.
8/7/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
8/7/2001	CHICAGO IL BRILLIANT, ALLAN 5283	5.24	Brilliant, A. S.
8/7/2001	RIGHTFAX CHICAGO IL	1.05	Brilliant, A. S.
8/7/2001	RIGHTFAX CHICAGO IL	1.39	Brilliant, A. S.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
8/7/2001	RIGHTFAX SIASCONSETMA	1.05	Brilliant, A. S.
8/8/2001	CHICAGO IL TAGLIAVA, JENNIFER 8402	0.34	Cosmai, A.
8/8/2001	SIASCONSET MA TAGLIAVA, JENNIFER 8402	0.34	Cosmai, A.
8/8/2001	SIASCONSET MA TAGLIAVA, JENNIFER 8402	0.34	Cosmai, A.
8/8/2001	HINSDALE IL TAGLIAVA, JENNIFER 8402	0.69	Cosmai, A.
8/8/2001	SIASCONSET MA TAGLIAVA, JENNIFER 8402	0.34	Cosmai, A.
8/8/2001	CHICAGO IL TAGLIAVA, JENNIFER 8402	0.34	Cosmai, A.
8/8/2001	HINSDALE IL TAGLIAVA, JENNIFER 8402	0.69	Cosmai, A.
8/8/2001	CHICAGO IL TAGLIAVA, JENNIFER 8402	0.34	Cosmai, A.
8/8/2001	RIGHTFAX SIASCONSETMA	2.09	Brilliant, A. S.
8/10/2001	CHICAGO IL TAGLIAVA, JENNIFER 8402	0.44	Cosmai, A.
8/10/2001	SUMMIT IL BRILLIANT, ALLAN 5283	3.84	Brilliant, A. S.
8/10/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
8/13/2001	CHICAGO IL BRILLIANT, ALLAN 5283	1.05	Brilliant, A. S.
8/14/2001	CHICAGO IL TAGLIAVA, JENNIFER 8402	0.34	Cosmai, A.
8/15/2001	HINSDALE IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.

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TELEPHONE

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
8/16/2001	HINSDALE IL BRILLIANT, ALLAN 5283	1.05	Brilliant, A. S.
8/17/2001	CHICAGO IL BRILLIANT, ALLAN 5283	1.75	Brilliant, A. S.
8/24/2001	HINSDALE IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
8/27/2001	HINSDALE IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.
8/28/2001	HINSDALE IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.
9/4/2001	HINSDALE IL DRUEHL, CRAIG 5568	0.87	Druehl, C. P.
9/20/2001	HINSDALE IL DRUEHL, CRAIG 5568	2.62	Druehl, C. P.
9/26/2001	PARK RIDGE IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
10/4/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
10/12/2001	HINSDALE IL BRILLIANT, ALLAN 5283	4.20	Brilliant, A. S.
10/30/2001	CHICAGO IL ARENA, THOMAS 5828	0.66	Arena, T.
10/30/2001	CHICAGO IL ARENA, THOMAS 5828	1.05	Arena, T.
10/30/2001	CHICAGO IL ARENA, THOMAS 5828	0.44	Arena, T.
10/30/2001	CHICAGO IL ARENA, THOMAS 5828	0.22	Arena, T.
10/30/2001	CHICAGO IL ARENA, THOMAS 5828	0.69	Arena, T.
10/31/2001	CHICAGO IL ARENA, THOMAS 5828	2.09	Arena, T.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
10/31/2001	CHICAGO IL ARENA, THOMAS 5828	0.44	Arena, T.
10/31/2001	PHILADELPH PA ARENA, THOMAS 5828	2.62	Arena, T.
10/31/2001	CHICAGO IL ARENA, THOMAS 5828	0.44	Arena, T.
10/31/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.87	Druehl, C. P.
10/31/2001	HINSDALE IL ARENA, THOMAS 5828	0.22	Arena, T.
10/31/2001	RIGHTFAX CHICAGO IL	0.69	Arena, T.
10/31/2001	RIGHTFAX CHICAGO IL	0.69	Arena, T.
10/31/2001	RIGHTFAX NEW YORK NY	0.09	Arena, T.
11/1/2001	CHICAGO IL ARENA, THOMAS 5828	0.34	Arena, T.
11/1/2001	CHICAGO IL ARENA, THOMAS 5828	0.69	Arena, T.
11/1/2001	CHICAGO IL ARENA, THOMAS 5828	0.34	Arena, T.
11/1/2001	CHICAGO IL ARENA, THOMAS 5828	1.39	Arena, T.
11/1/2001	CHICAGO IL ARENA, THOMAS 5828	0.69	Arena, T.
11/1/2001	CHICAGO IL ARENA, THOMAS 5828	0.34	Arena, T.
11/1/2001	RIGHTFAX CHICAGO IL	0.69	Arena, T.
11/2/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.22	Druehl, C. P.

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TELEPHONE

Date	Description	Amount	Name
11/5/2001	HINSDALE IL DRUEHL, CRAIG 5568	1.39	Druehl, C. P.
11/6/2001	RIGHTFAX CHICAGO IL	0.69	Swanton, J.
11/6/2001	CHICAGO IL ARENA, THOMAS 5828	0.69	Arena, T.
11/6/2001	CHICAGO IL ARENA, THOMAS 5828	0.34	Arena, T.
11/6/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
11/9/2001	CHICAGO IL ARENA, THOMAS 5828	0.34	Arena, T.
11/9/2001	HINSDALE IL DRUEHL, CRAIG 5568	0.34	Druehl, C. P.
11/12/2001	CHICAGO IL ARENA, THOMAS 5828	0.34	Arena, T.
11/12/2001	CHICAGO IL ARENA, THOMAS 5828	0.34	Arena, T.
11/14/2001	HINSDALE IL DRUEHL, CRAIG 5568	1.31	Druehl, C. P.
11/16/2001	CHICAGO IL DRUEHL, CRAIG 5568	1.39	Druehl, C. P.
11/16/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
11/16/2001	HINSDALE IL DRUEHL, CRAIG 5568	0.22	Druehl, C. P.
11/16/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
11/16/2001	HINSDALE IL DRUEHL, CRAIG 5568	5.24	Druehl, C. P.
11/16/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.

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Date	Description	Amount	Name
11/18/2001	HINSDALE IL DRUEHL, CRAIG 5568	1.53	Druehl, C. P.
11/18/2001	HINSDALE IL DRUEHL, CRAIG 5568	0.87	Druehl, C. P.
11/26/2001	HINSDALE IL DRUEHL, CRAIG 5568	0.34	Druehl, C. P.
11/26/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.44	Brilliant, A. S.
11/26/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.
11/27/2001	RIGHTFAX NEW YORK NY	0.14	Druehl, C. P.
11/27/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
11/27/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
11/27/2001	CHICAGO IL DRUEHL, CRAIG 5568	1.75	Druehl, C. P.
11/27/2001	CHICAGO IL DRUEHL, CRAIG 5568	1.05	Druehl, C. P.
11/27/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
11/27/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.22	Druehl, C. P.
11/28/2001	RIGHTFAX NEW YORK NY	0.45	Druehl, C. P.
11/28/2001	RIGHTFAX CHICAGO IL	10.84	Druehl, C. P.
11/28/2001	RIGHTFAX CHICAGO IL	11.19	Druehl, C. P.
11/28/2001	RIGHTFAX PARK RIDGE IL	9.80	Druehl, C. P.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
11/28/2001	RIGHTFAX CHICAGO IL	8.74	Druehl, C. P.
11/28/2001	RIGHTFAX CHICAGO IL	11.89	Druehl, C. P.
11/28/2001	RIGHTFAX CHICAGO IL	8.74	Druehl, C. P.
11/28/2001	RIGHTFAX NEW YORK NY	0.44	Druehl, C. P.
11/28/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
11/28/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.34	Druehl, C. P.
11/28/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.34	Druehl, C. P.
11/29/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
11/29/2001	HINSDALE IL DRUEHL, CRAIG 5568	1.75	Druehl, C. P.
11/30/2001	RIGHTFAX CHICAGO IL	0.69	Brilliant, A. S.
12/4/2001	RIGHTFAX CHICAGO IL	1.05	Druehl, C. P.
12/4/2001	RIGHTFAX CHICAGO IL	1.05	Druehl, C. P.
12/4/2001	RIGHTFAX NEW YORK NY	0.09	Druehl, C. P.
12/4/2001	RIGHTFAX NEW YORK NY	0.09	Druehl, C. P.
12/4/2001	RIGHTFAX PARK RIDGE IL	1.05	Druehl, C. P.
12/4/2001	RIGHTFAX CHICAGO IL	1.05	Druehl, C. P.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
12/4/2001	RIGHTFAX CHICAGO IL	1.05	Druehl, C. P.
12/4/2001	RIGHTFAX CHICAGO IL	1.05	Druehl, C. P.
12/4/2001	HINSDALE IL DRUEHL, CRAIG 5568	1.05	Druehl, C. P.
12/4/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
12/4/2001	CHICAGO IL DRUEHL, CRAIG 5568	1.75	Druehl, C. P.
12/4/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.22	Druehl, C. P.
12/5/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
12/5/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
12/5/2001	CHICAGO IL BRILLIANT, ALLAN 5283	1.75	Brilliant, A. S.
12/5/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.34	Druehl, C. P.
12/10/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.34	Druehl, C. P.
12/10/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.69	Brilliant, A. S.
12/10/2001	CHICAGO IL BRILLIANT, ALLAN 5283	2.09	Brilliant, A. S.
12/10/2001	HINSDALE IL DRUEHL, CRAIG 5568	0.34	Druehl, C. P.
12/10/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.
12/10/2001	CHICAGO IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
12/12/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.44	Druehl, C. P.
12/13/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
12/14/2001	CHICAGO IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
12/19/2001	HINSDALE IL DRUEHL, CRAIG 5568	0.44	Druehl, C. P.
12/21/2001	HINSDALE IL DRUEHL, CRAIG 5568	0.34	Druehl, C. P.
12/27/2001	HINSDALE IL BRILLIANT, ALLAN 5283	1.75	Brilliant, A. S.
1/2/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.34	Druehl, C. P.
1/3/2002	HINSDALE IL DRUEHL, CRAIG 5568	3.50	Druehl, C. P.
1/7/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
1/10/2002	HINSDALE IL DRUEHL, CRAIG 5568	1.39	Druehl, C. P.
1/10/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.22	Druehl, C. P.
1/10/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
1/14/2002	CHICAGO IL ARENA, THOMAS 5828	0.22	Arena, T.
1/14/2002	HINSDALE IL DRUEHL, CRAIG 5568	1.39	Druehl, C. P.
1/23/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.22	Druehl, C. P.
1/24/2002	CHICAGO IL DRUEHL, CRAIG 5568	0.87	Druehl, C. P.

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Date	Description	Amount	Name
1/24/2002	HINSDALE IL BRILLIANT, ALLAN 5283	0.66	Brilliant, A. S.
1/24/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
1/25/2002	HINSDALE IL DRUEHL, CRAIG 5568	1.31	Druehl, C. P.
1/25/2002	HINSDALE IL BRILLIANT, ALLAN 5283	0.22	Brilliant, A. S.
1/25/2002	RIGHTFAX NEW YORK NY	0.08	Brilliant, A. S.
1/28/2002	HINSDALE IL DRUEHL, CRAIG 5568	1.05	Druehl, C. P.
1/31/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
2/1/2002	CHICAGO IL DRUEHL, CRAIG 5568	1.31	Druehl, C. P.
2/1/2002	RIGHTFAX NEW YORK NY	0.15	Druehl, C. P.
2/5/2002	RIGHTFAX NEW YORK NY	0.09	Druehl, C. P.
2/13/2002	HINSDALE IL BRILLIANT, ALLAN 5283	0.34	Brilliant, A. S.
2/25/2002	CHICAGO IL DRUEHL, CRAIG 5568	0.22	Druehl, C. P.
2/26/2002	HINSDALE IL DRUEHL, CRAIG 5568	1.05	Druehl, C. P.
2/26/2002	HINSDALE IL DRUEHL, CRAIG 5568	2.79	Druehl, C. P.
3/14/2002	HINSDALE IL DRUEHL, CRAIG 5568	1.75	Druehl, C. P.
3/14/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.22	Druehl, C. P.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
4/2/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.44	Druehl, C. P.
6/3/2002	HINSDALE IL DRUEHL, CRAIG 5568	1.75	Druehl, C. P.
6/10/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.44	Druehl, C. P.
6/10/2002	HINSDALE IL DRUEHL, CRAIG 5568	2.40	Druehl, C. P.
6/11/2002	CHICAGO IL ARENA, THOMAS 5828	0.69	Arena, T.
6/12/2002	RIGHTFAX NEW YORK NY	0.09	Arena, T.
7/9/2002	CHICAGO IL DRUEHL, CRAIG 5568	0.87	Druehl, C. P.
7/10/2002	HINSDALE IL DRUEHL, CRAIG 5568	4.90	Druehl, C. P.
7/10/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
7/11/2002	CHICAGO IL DRUEHL, CRAIG 5568	0.44	Druehl, C. P.
7/11/2002	CHICAGO IL DRUEHL, CRAIG 5568	0.22	Druehl, C. P.
7/17/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.44	Druehl, C. P.
8/1/2002	CHICAGO IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.
8/2/2002	HINSDALE IL DRUEHL, CRAIG 5568	1.97	Druehl, C. P.
8/8/2002	HINSDALE IL DRUEHL, CRAIG 5568	0.69	Druehl, C. P.

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TRAVEL (H)

Date	Description	Amount	Name
7/16/2001	Court hearing.	1568.00	Brilliant, A. S.
7/16/2001	Reversal from Void Check Number: 302661 Bank ID: 40 Voucher ID: 500169 Vendor: ALLAN BRILLIANT	-1568.00	Brilliant, A. S.
8/8/2001	Court hearing / business meeting.	1978.22	Brilliant, A. S.
10/24/2001	TRAVEL (H) - VENDOR: ALLAN BRILLIANT TRAVEL FOR COURT HEARING IN CHICAGO	1568.00	Brilliant, A. S.
10/31/2001	TRAVEL (H) - VENDOR: CASHIER LOCAL TRAVEL FOR T. ARENA ND HUNG TA	3.00	Vargas, Jr., R.
11/1/2001	Attend deposition in Chicago.	1425.29	Arena, T.
11/1/2001	Business Meeting.	228.65	Brilliant, A. S.
11/6/2001	Attend depositions.	1837.14	Arena, T.
11/28/2001	Court hearing.	1390.19	Brilliant, A. S.

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VOUCHERS

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
12/31/2001	VOUCHERS - VENDOR: CITYSIDE ARCHIVES LTD STORAGE RETRIEVAL FOR S. PERELMAN ON 11/27/01	79.53	Perelman, S.

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WESTLAW

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/25/2001	WESTLAW	279.27	Lewis, J.
7/27/2001	WESTLAW	10.46	Lewis, J.
10/31/2001	WESTLAW	495.62	Arena, T.
11/28/2001	WESTLAW	335.04	Druehl, C. P.
11/27/2001	WESTLAW	206.69	Druehl, C. P.
11/28/2001	WESTLAW	53.20	Druehl, C. P.
12/13/2001	WESTLAW	66.92	Druehl, C. P.
8/6/2002	WESTLAW	370.73	Lalan, C.
8/7/2002	WESTLAW	654.63	Lalan, C.
8/8/2002	WESTLAW	598.19	Lalan, C.

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Name</u>
7/18/2001		96.25	Carlin, V. M.
7/27/2001		41.25	Gruberger, D.
8/6/2001		13.75	Saperstein, D.
10/31/2001		27.50	Carlin, V. M.
12/4/2001		137.50	Carlin, V. M.
1/25/2002		82.50	Gruberger, D.