

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

LERNOUT & HAUSPIE SPEECH
PRODUCTS N.V., et al.,

Debtors.

Chapter 11

Case Nos. 00-4397 (JHW)
through 00-4399

(Jointly Administered)

**FINAL APPLICATION OF CHANIN CAPITAL PARTNERS LLC,
FINANCIAL ADVISORS FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
OF DICTAPHONE CORPORATION FOR ALLOWANCE OF
COMPENSATION AND FOR THE REIMBURSEMENT OF
EXPENSES FOR SERVICES RENDERED DURING THE PERIOD
FROM MARCH 27, 2001 THROUGH MARCH 28, 2002**

Name of Applicant: Chanin Capital Partners LLC

Authorized to Provide Professional Services to: Official Committee of Unsecured Creditors of Dictaphone

Date of Retention: March 27, 2001

Period for which compensation and reimbursement is sought: March 27, 2001 – March 28, 2002

Amount of Compensation sought as actual, reasonable and necessary: \$1,145,161.29 (Monthly Fees)
\$1,500,000.00 (Transaction Fee)

Amount of Expense Reimbursement sought as actual, reasonable and necessary: \$ 185,007.81

This is : an interim a final application

The total time expended for fee application preparation is approximately N/A hours and the corresponding compensation requested is approximately N/A.

If this is not the first application filed, disclose the following for each prior application:

Date Filed	Period Covered	Requested		Approved	
		Fees	Expenses	Fees	Expenses
03/21/02	12/01/01-03/13/02	\$125,000.00	\$9,401.61	Pending	Pending

Date Filed	Period Covered	Requested		Approved	
		Fees	Expenses	Fees	Expenses
02/04/02	10/01/01-11/30/01	\$250,000.00	\$3,542.61	Pending	Pending
12/05/01	09/01/01-09/30/01	\$125,000.00	\$2,998.56	Pending	Pending
10/11/01	08/01/01-08/31/01	\$125,000.00	\$3,502.93	Pending	Pending
09/12/01	07/01/01-07/31/01	\$125,000.00	\$20,202.67	\$125,000.00	\$85,382.97
08/27/01	06/01/01-06/30/01	\$125,000.00	\$44,637.40	\$125,000.00	See above
06/27/01	03/27/01-05/31/01	\$270,161.29	\$105,926.53	\$270,161.29	See above

**ATTACHMENT B
TO FEE APPLICATION**
(Final)

Name of Professional Person	Position of the Applicant, Number of Years in that Position, Prior Relevant Experience, Year of Obtaining License to Practice, Area of Expertise	Hourly Billing Rate (including changes)	Total Billed Hours	Total Compensation
Randall Lambert	Managing Director, 1 year at current position, 5 years prior relevant experience, and areas of expertise include: financing and debt restructuring.	N/A	N/A	N/A
Sanjay Jindal	Director, 1 year at current position, 7 years prior relevant experience, and areas of expertise include: technology.	N/A	N/A	N/A
Thomas Thompson	Vice President, 2 years at current position, 5 years prior relevant experience, and areas of expertise include: corporate financing and M&A.	N/A	N/A	N/A
John Garcia	Senior Associate, 1 year at current position, 5 years prior relevant experience, and areas of expertise include: corporate finance.	N/A	N/A	N/A
Brian Kim	Sr. Associate, 1 year at current position, 3 years prior relevant experience, and areas of expertise include: credit and restructuring.	N/A	N/A	N/A
Griffith Lee	Associate, 1 year at current position, 5 years prior relevant experience, and area of expertise includes: valuations.	N/A	N/A	N/A
D. Josh Shin	Analyst, 1 year at current position, 1 year prior relevant experience, and areas of expertise include: valuations.	N/A	N/A	N/A
Grand Total: N/A				
Blended Rate: N/A				

COMPENSATION BY PROJECT CATEGORY

Project Category (Examples)	Total Hours	Total Fees
Asset Analysis & Recovery	N/A	N/A
Asset Disposition	N/A	N/A
Business Operations	N/A	N/A
Case Administration	N/A	N/A
Claims Administration and Objections	N/A	N/A
Employee Benefits/Pensions	N/A	N/A
Fee/Employment Applications	N/A	N/A
Fee/Employment Objections	N/A	N/A
Financing	N/A	N/A
Litigation	N/A	N/A
Plan and Disclosure Statement	N/A	N/A
Relief from Stay Proceedings	N/A	N/A
Tax Issues	N/A	N/A
Valuation	N/A	N/A
Other (Explain)	N/A	N/A

EXPENSE SUMMARY
(Final)

Expense Category (Examples)	Service Provider (if applicable)	Total Expenses
Airfare		\$105,348.13
Facsimile (with rates)		\$1.00/ per page x 288 = 288.00
In-house Reproduction		\$0.15/per page x 12,476 = 1,871.40
Hotel		31,607.37
Long Distance Telephone		6,950.78
Meals		11,105.61
Outside Reproduction		112.21
Office Supplies		126.32
Courier & Express Carriers (e.g. Federal Express)		406.15
Parking/Transportation		18,800.59
Postage		
Professional Services		11,450.83
Research		2,733.71
Subscriptions/Library		369.36
Word Processing		105.00
Other (Explain)		2,781.39
Less Adjustment		9,049.04
TOTAL		\$185,007.81

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
LERNOUT & HAUSPIE SPEECH	:	Case No. 00-4397 through 00-4399 (JHW)
PRODUCTS N.V., <u>et al.</u> ,	:	
	:	Jointly Administered
Debtor(s).	:	

**FINAL APPLICATION OF CHANIN CAPITAL PARTNERS LLC, FINANCIAL
ADVISORS FOR THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF DICTAPHONE CORPORATION FOR ALLOWANCE OF
COMPENSATION AND FOR THE REIMBURSEMENT OF
EXPENSES FOR SERVICES RENDERED DURING THE PERIOD
FROM MARCH 27, 2001 THROUGH MARCH 28, 2002**

**TO: THE HONORABLE JUDITH H. WIZMUR
UNITED STATES BANKRUPTCY JUDGE:**

Chanin Capital Partners LLC (“Chanin” or “Applicant”), financial advisor to the Official Committee of Unsecured Creditors of Dictaphone Corporation (the “Dictaphone Committee”), for its final application pursuant to 11 U.S.C. §§ 330 and 331 for allowance of compensation for services rendered and for reimbursement of expenses incurred in connection therewith, respectfully represents:

INTRODUCTION

1. By this application, Chanin seeks:
 - A. Final allowance of fees and expenses in the aggregate amount of \$1,330,169.10 for the period March 27, 2001 through March 28, 2002; and
 - B. final allowance of a cash transaction fee in the amount of \$1,500,000.

2. Venue of this proceeding and this application is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are 11 U.S.C. §§ 330 and 331 and Federal Rules of Bankruptcy Procedure 2002(a) and 2016.

BACKGROUND

3. On November 29, 2000 (the “Petition Date”), Lernout & Hauspie Speech Products N.V. (“L&H”), Dictaphone Corporation (“Dictaphone”), and L&H Holdings USA, Inc. (“Holdings” and together with L&H and Dictaphone, the “Debtors”), each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors are continuing to operate their businesses and manage their properties and assets as debtors-in-possession. The Debtors’ cases are jointly administered pursuant to an Order dated December 5, 2000. As of the date hereof, no trustee or examiner has been appointed in these cases.

4. At the outset of these proceedings, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed a single creditors’ committee to represent the interests of all holders of unsecured claims in these chapter 11 cases (the “L&H Committee”).

5. On February 28, 2001, the U.S. Trustee appointed a separate creditors’ committee to represent the interests of the holders of unsecured claims in the chapter 11 case of Dictaphone.

6. The Dictaphone Committee retained Chanin to provide financial advisory services, pursuant to the engagement letter dated March 27, 2001 by and between the Dictaphone Committee and Chanin (“Engagement Letter” – Exhibit A).

7. Chanin was retained as financial advisor to the Dictaphone Committee, as of March 27, 2001, pursuant to an order of this Court dated May 31, 2001 (“Retention Order” - Exhibit B).

8. On March 13, 2002, this Court entered Findings of Facts and Conclusions of Law Relating To, and Order Under 11 U.S.C §1129 (a) and (b) Confirming, Third Amended Plan of Reorganization of Dictaphone Corporation Under Chapter 11 of the Bankruptcy Code (such plan of reorganization, as modified and amended, being the “Plan”).

9. On March 28, 2002 the Plan became effective and the Debtors emerged from bankruptcy.

10. This Court has jurisdiction over this application pursuant to 28 U.S.C. §§ 157 and 1334. The statutory predicate for the relief sought herein is Section 1103(a) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 2014.

11. Pursuant to Chanin’s Retention Order, Chanin is to be compensated for its services in accordance with the terms and conditions contained in the Engagement Letter. Pursuant to the Engagement Letter, Chanin’s financial advisory fee is \$125,000.00 in cash per month (the “Monthly Advisory Fee”). Chanin will also receive upon substantial consummation of a plan of reorganization, a success fee equal to one percent (1%) of the Aggregate Consideration (as defined

in the Engagement Letter) distributable to unsecured creditors of Dictaphone in these cases. Additionally, the Debtor shall reimburse Chanin monthly, upon request, for all reasonable out-of-pocket expenses incurred in connection with its engagement by the Debtors, including, but not limited to counsel fees and disbursements, coach class travel and lodging expenses, data processing, reproduction and communication charges, courier services and other actual and necessary out-of-pocket business expenses.

12. Chanin hereby seeks approval of \$1,145,161.29 in advisory fees and \$185,007.81 as reimbursement of expenses for the Compensation Period. Chanin also seeks approval of its cash Transaction Fee in the amount of \$1,500,000. Chanin has received payments totaling \$997,429.38 from the Debtors for services rendered during the Compensation Period, which leaves an outstanding balance in the amount of \$1,832,739.72. Chanin has agreed not to charge additional monthly fees after December 2001. However, Chanin incurred expenses for the period from January 1, 2002 through March 28, 2002 for which reimbursement is requested herein. A calculation of fees and expenses is attached hereto as Exhibit "C."

13. Chanin has previously filed the following applications, which are incorporated by reference herein:

- A. First Application for the period March 27, 2001 through May 31, 2001 in the aggregate amount of \$376,087.82 (\$270,161.29 for advisory fees and \$105,926.53 for expenses);

- B. Second Application for the period June 1, 2001 through June 30, 2001 in the aggregate amount of \$169,637.40 (\$125,000 for advisory fees and \$44,637.40 for expenses);
- C. Third Application for the period July 1, 2001 through July 31, 2001 in the aggregate amount of \$145,202.67 (\$125,000 for advisory fees and \$20,202.67 for expenses);
- D. Fourth Application for the period August 1, 2001 through August 31, 2001 in the aggregate amount of \$128,502.93 (\$125,000 for advisory fees and \$3,502.93 for expenses);
- E. Fifth Application for the period September 1, 2001 through September 30, 2001 in the aggregate amount of \$127,998.56 (\$125,000 for advisory fees and \$2,998.56 for expenses);
- F. Sixth Application for the period October 1, 2001 through November 30, 2001 in the aggregate amount of \$253,542.61 (\$250,000 for advisory fees and \$3,542.61 for expenses);
- G. Seventh Application for the period December 1, 2001 through March 13, 2002 in the aggregate amount of \$1,634,401.61 (\$125,000 for advisory fees, \$1,500,000 for the Transaction Fee and \$9,401.61 for expenses);
- H. First Interim Fee Application Request for the period from March 27, 2001 through July 31, 2001 (the "First Interim Period"); and

- I. Second Interim Fee Application Request for the period from August 1, 2001 through November 30, 2001 (the “Second Interim Period”).

14. As previously noted, upon substantial consummation of a plan of reorganization, Chanin is shall be entitled to a success fee equal to one percent (1%) of the Aggregate Consideration (as defined in the Engagement Letter) distributable to unsecured creditors of Dictaphone in these cases. The Aggregate Consideration distributable to the unsecured creditors of Dictaphone is \$150,000,000. Therefore, Chanin is now entitled to collect its’ Transaction Fee in the amount of \$1,500,000, and is hereby requesting allowance and payment of this amount.

15. Pursuant to discussions between Chanin and Dictaphone, and subject to approval by this Court, payment of the Transaction Fee will be made under the following terms: \$750,000 payable in cash upon the effective date of the Plan and six subsequent monthly installments of \$125,000 each.

16. Chanin was awarded fees and expenses with respect to the First Interim Fee Application Request in the amounts of \$520,161.29 for advisory fees and \$85,382.97 by an Order of this Court dated March 1, 2002. The reduction in advisory fees was approximately one half of the amount of expenses requested due to lack of documentation on Chanin’s part. Chanin subsequently entered the additional documentation into the record and requested that the Court approve an additional amount of \$76,334.59 (after making adjustments totaling \$9,049.04) for the First Interim Period. The request has not yet been ruled on by the Court.

17. Other than the payments from the Debtors mentioned in this Application, the Applicant has received no payment and no promises for payment from any source for services rendered in connection with these cases. There is no agreement or understanding between the Applicant and any other person for the sharing of compensation to be received for the services rendered in these cases.

18. The Engagement Letter outlines the specific services to be provided by Chanin. Such services include:

- a. Review and analyze the financial and operating statements of the Debtors and Dictaphone;
- b. Evaluate the assets and liabilities of Dictaphone;
- c. Review and analyze Dictaphone's business and financial projections;
- d. Determine a theoretical range of values for Dictaphone;
- e. Assist the Dictaphone Committee in developing, evaluating, structuring and negotiating the terms and conditions of all potential plans of reorganization;
- f. Estimate the value of securities, if any, that may be issued to unsecured creditors under any such plan;
- g. Provide expert testimony with regard to valuation and recoveries to unsecured creditors of Dictaphone under any such plan;
- h. Assist the Dictaphone Committee in (i) identifying and evaluating potential acquisition candidates, (ii) negotiating

with potential acquirers, and (iii) evaluating the sales process for the sale of Dictaphone in whole or part;

- i. If requested, assist the Dictaphone Committee in developing alternative plans including contacting potential plan sponsors; and
- j. Provide the Dictaphone Committee with other and further financial advisory services with respect to Dictaphone, including valuation, general restructuring and advice with respect to financial, business and economic issues, as may arise during the course of the restructuring as requested by the Dictaphone Committee.

ADVISORY ACTIVITY

19. The professionals of Chanin who have primarily rendered professional services on behalf of the Debtor include: Randall Lambert, Sanjay Jindal, Thomas Thompson, John Garcia, Brian Kim, Griffith Lee, and D. Josh Shin.

- A. Randall Lambert (“RL”) is a Managing Director of Chanin. Prior to joining Chanin, Mr. Lambert worked at BDS Securities and Brian M. Freeman Enterprises.
- B. Sanjay Jindal (“SJ”) is a Director of Chanin. Prior to joining Chanin, Mr. Jindal managed the Communications Services Group at Houlihan, Lokey, Howard & Zukin.

- C. Thomas Thompson (“TT”) is a Vice President of Chanin. Prior to joining Chanin, Mr. Thompson worked at CS First Boston Corporation in the Investment Banking Group.
- D. John Garcia (“JG”) is a Vice President of Chanin. Prior to joining Chanin, Mr. Garcia worked as a senior analyst for Pilgrim Investments.
- E. Brian Kim (“BK”) is a Senior Associate. Prior to joining Chanin, Mr. Kim worked at NationsBank in the Corporate Finance Group.
- F. Griffith Lee (“GL”) is an Associate of Chanin. Prior to joining Chanin, Mr. Lee worked at Ernst & Young in the Financial Advisory Services Practice.
- G. D. Josh Shin (“JS”) is a Senior Analyst of Chanin. Prior to joining Chanin, Mr. Shin worked at Ernst & Young in the Corporate Finance Group.

SUMMARY OF SERVICES RENDERED

20. Since March 27, 2001, Chanin has rendered professional services to the Dictaphone Committee as requested and as necessary and appropriate in furtherance of the interests of the creditors. The variety and complexity of these cases and the need to act or respond on an expedited basis in furtherance of the Dictaphone Committee’s needs have required the expenditure of substantial time by Chanin personnel.

21. Chanin does not maintain, in the normal course of providing financial advisory services to its clients, detailed written records in the form prescribed by

this Court. However, in this case, Chanin maintained written records of the time expended by Professionals in the rendition of their professional services to the Dictaphone Committee. Such time records were made contemporaneously with the rendition of services by the person rendering such services.

22. The services rendered by Chanin for the period March 27, 2001 through December 31, 2001 are contained in the seven fee applications that are on file with this Court and incorporated by reference herein. A summary of the hours worked by Chanin's professionals is attached hereto as Exhibit "D."

23. Chanin also maintains records of all actual and necessary out-of-pocket expenses incurred in connection with the rendition of its professional services, all of which are also available for inspection. A summary of the categories of expenses and amounts for which reimbursement is requested is annexed hereto as Exhibit "E".

24. Chanin respectfully submits that the professional services that it rendered on behalf of the Dictaphone Committee were necessary and have directly contributed to the effective administration of these cases.

ALLOWANCE OF COMPENSATION

25. The professional services rendered by Chanin required a high degree of professional competence and expertise so that the numerous issues requiring evaluation and determination by the Dictaphone Committee could be addressed with skill and dispatch and have, therefore, required the expenditure of substantial time and effort. It is respectfully submitted that the services rendered to the

Dictaphone Committee were performed efficiently, effectively and economically, and the results obtained to date have benefited the creditors and the Debtors' estate. The allowance of interim compensation for services rendered and reimbursement of expenses in bankruptcy cases is expressly provided for in section 331 of the Bankruptcy Code:

Any professional person ... may apply to the court not more than once every 120 days after an order for relief in a case under this title, or more often if the court permits, for such compensation for services rendered ... as is provided under section 330 of this title.

11 U.S.C. § 331. Moreover, this Court has authorized the filing of this Application in the Administrative Fee Order.

26. With respect to the level of compensation, section 330(a)(1) of the Bankruptcy Code provides, in pertinent part, that the Court may award to a professional person:

reasonable compensation for actual, necessary services rendered ...

Section 330(a)(3)(A), in turn, provides that

In determining the amount of reasonable compensation to be awarded, the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including –

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed; and

(E) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. §330(a)(3)(A). The clear Congressional intent and policy expressed in this statute is to provide for adequate compensation in order to continue to attract qualified and competent bankruptcy practitioners to bankruptcy cases.

27. The total time spent by Chanin professionals during the Compensation Period was 3,037.40 hours. The work involved, and thus the time expended, was carefully assigned in light of the experience and expertise required for a particular task.

28. As shown by the previously submitted fee applications and supporting documents, Applicant spent its time economically and without unnecessary duplication of time. Attached hereto as Exhibit "D" is a summary of the hours expended by the professionals during the Compensation Period. In addition, Chanin incurred actual out-of-pocket expenses in connection with the rendition of the professional services to the Dictaphone Committee in the sum of \$185,007.81 for which Chanin respectfully requests reimbursement in full.

29. The disbursements and expenses have been incurred in accordance with Chanin's normal practice of charging clients for expenses clearly related to and required by particular matters. Chanin has endeavored to minimize these expenses to the fullest extent possible.

30. Chanin's billing rates do not include charges for photocopying, telephone and telecopier toll charges, computerized research, travel expenses, "working meals," secretarial overtime, postage and certain other office services, since the needs of each client for such services differ. Chanin believes that it is

fairest to charge each client only for the services actually used in performing services for it. In these proceedings, Chanin charges \$.15 per page for internal duplicating and \$1.00 per page for outgoing facsimile transmissions. Chanin does not charge for incoming facsimile transmissions.

CONCLUSION

31. The services rendered by the Applicant to the Dictaphone Committee were necessary and appropriate to the discharge of the Dictaphone Committee's fiduciary duties. The amount of compensation sought by Chanin is consistent with the factors enumerated in 11 U.S.C. §330, in that the amount sought is reasonable compensation for actual, necessary services rendered by the Applicant, taking into account all relevant factors, including time spent on such services, the complexity, importance and nature of the problem, issue or task addressed, and the customary compensation charged by comparably skilled practitioners in cases other than those under Title 11 of the United States Code.

WHEREFORE, Chanin requests an Order granting:

(i) final allowance and award of compensation in advisory fees in the amount of \$1,145,161.29 for professional services rendered from March 27, 2001 through March 28, 2002, (ii) reimbursement of \$185,007.81 for the actual and necessary expenses incurred by Chanin on behalf of the Dictaphone Committee (iii) final allowance of the Transaction Fee in the amount of \$1,500,000; and (iv) payment from the Debtors to Chanin in the outstanding amount of \$1,832,739.72.

CHANIN CAPITAL PARTNERS LLC

Dated: May 24, 2002

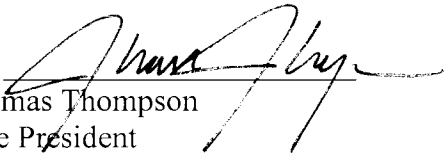
By: 
Thomas Thompson
Vice President
11100 Santa Monica Blvd., 8th Fl.
Los Angeles, CA 90025
(310) 445-4010
Financial Advisor to the Dictaphone
Committee

EXHIBIT A



CHANIN CAPITAL PARTNERS

12 East 49th Street
14th Floor
New York, NY 10017
Tel 212.758.2629
Fax 212.758.2628

11100 Santa Monica Blvd.
8th Floor
Los Angeles, CA 90025
Tel 310.445.4010
Fax 310.445.4028

April 9, 2001

Mr. Allan A. Brown
Chairman, Unsecured Creditors' Committee of Dictaphone Corporation
Magten Asset Management Corporation
35 East 21st Street, 5th Floor
New York, NY 10010

Dear Mr. Brown:

This letter confirms our agreement (the "Agreement") pursuant to recent discussions that certain unsecured creditors (the "Committee") of Dictaphone Corporation ("Dictaphone"), a wholly owned subsidiary of Lernout & Hauspie Speech Products, N.V. ("L&H"; together with Dictaphone, the "Company"), has engaged Chanin Capital Partners LLC ("Chanin") to provide financial advisory services to the Committee in connection with the Company's Chapter 11 proceedings. The Agreement shall be effective as of March 27, 2001.

1. As financial advisor to the Committee, Chanin will perform the following services, as requested by the Committee:

- (a) Review and analyze the financial and operating statements of the Company;
- (b) Evaluate the assets and liabilities of the Company;
- (c) Review and analyze the Company's business and financial projections;
- (d) Determine a theoretical range of values for the Company;
- (e) Assist the Committee in developing, evaluating, structuring and negotiating the terms and conditions of all potential plans of reorganization;
- (f) Estimate the value of the securities, if any, that may be issued to unsecured creditors under any such plan;
- (g) Provide expert testimony with regard to valuation and recoveries to unsecured creditors under any such plan;
- (h) Assist the Committee in (i) identifying and evaluating potential acquisition candidates, (ii) negotiating with potential acquirers and (iii) evaluating the sales process for the sale of the Company in whole or in part;
- (i) If requested, assist the Committee in developing alternative plans including contacting potential plan sponsors; and



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- (j) Provide the Committee with other and further financial advisory services with respect to the Company, including valuation, general restructuring and advice with respect to financial, business and economic issues, as may arise during the course of the restructuring as requested by the Committee.

2. The Committee considered, and took into account, in reaching agreement with Chanin on its Advisory Fees and Transaction Fee that the hours worked, the results achieved in the reorganization, and the ultimate benefit to the estate of the work performed may be variable. Chanin understands that the Debtor's Chapter 11 proceedings are pending in the U.S. Bankruptcy Court in Delaware (the "Bankruptcy Court"). Chanin further understands that a separate bankruptcy proceeding is also pending for L&H in Belgium. The Committee shall exercise its best efforts to obtain or assist in obtaining from the Court an order pursuant to Section 328(a) of the Bankruptcy Code approving Chanin's retention under the terms of this Agreement.

3. As compensation for the services to be provided by Chanin, the Company shall compensate Chanin, subject to interim and final Bankruptcy Court approval, as follows:

- (1) A monthly financial advisory fee in the amount of \$125,000 (the "Advisory Fee"), with the first such payment being made concurrently with the execution of this Agreement and with succeeding monthly payments to be due on the 27th day of each month; and

- (2) Upon the substantial consummation of a Chapter 11 Plan of Reorganization proposed by the Debtor, the Committee or other party in interest, a fee equal to 1% of the Aggregate Consideration (as that term is hereinafter defined) (the "Transaction Fee").

The Company also agrees to reimburse Chanin on a monthly basis (regardless of whether a Plan of Reorganization is confirmed) for all reasonable out-of-pocket expenses incurred by Chanin in connection herewith. Out-of-pocket expenses shall include, but not be limited to, all reasonable travel expenses, computer and research charges, attorneys' fees (provided that such attorneys' fees shall not exceed \$25,000 without the Committee's prior consent), messenger services and long distance telephone calls by Chanin in connection with services provided to the Committee. If Chanin provides services to the Committee at the Committee's request, other than those services provided for herein, then the Committee and Chanin will agree on additional compensation for Chanin which is appropriate in light of the services rendered. Chanin is under no obligation to provide any such services not provided for herein.

4. The term "Aggregate Consideration" shall include all consideration received by all of the pre-petition unsecured creditors of Dictaphone, including, without limitation, cash, the principal amount of debt securities and other commitments and undertaking received or promised, the liquidation preference of any preferred securities received, the fair market value of any equity securities received and the fair market value of any other assets received. The Transaction fee shall be fully due and payable upon substantial consummation of a Chapter 11 Plan of Reorganization.

5. This Agreement shall commence upon its execution by both parties and shall continue on a month-to-month basis unless either party gives 30 days prior written notice of termination to the other



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party. Upon any termination, the provisions of section 3 shall survive the termination of this Agreement and shall remain in effect with respect to the payment of fees due on or before the effective date of termination and expenses incurred on or before the effective date of termination and the provisions of paragraphs 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement and shall remain in effect. Additionally, if this Agreement is terminated or is not renewed by the Company, Chanin shall be entitled to payment of the Transaction Fee subject to Bankruptcy Court approval of a substantial contribution by Chanin.

6. The Company shall furnish Chanin with all financial and other information and data concerning its business, operations and prospects as Chanin reasonably requests in connection with rendering its services under this Agreement and shall provide Chanin full access to the Company's officers, directors, employees and professional advisors. The Company and the Committee recognize and confirm that Chanin, in connection with performing its services hereunder, shall be entitled to rely without investigation upon information that is available from public sources and information (whether written or oral) supplied to it by or on behalf of the Company and/or the Committee and their officers, directors, employees and advisors, and Chanin shall not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify, the same. The Company and the Committee acknowledge that Chanin may have and may continue to have investment banking and other relationships with parties other than the Company pursuant to which Chanin may acquire information of interest to the Company. Chanin shall have no obligation to disclose such information to the Company or to use such information in connection with its rendering of services hereunder.

7. Except as required by law (in which case the Committee shall promptly advise Chanin in order that Chanin can seek a protective order or other relief), any advice, written or oral, provided by Chanin pursuant to this Agreement will be treated by the Committee as confidential, will be used solely for the information and assistance of the Committee in connection with its consideration of the Company's Chapter 11 proceedings and will not be used, circulated, quoted or otherwise referred to for any purpose without, in each instance, Chanin's prior written approval.

8. In consideration of Chanin's agreement to perform services for the Committee, the Company shall be bound by the indemnification and other obligations set forth in Schedule I hereto, which is an integral part hereof and is hereby incorporated by reference. Further, in the event the an Indemnified Person (as defined in Schedule I) is requested or required to appear as a witness in any action brought by or on behalf of or against the Committee or the Company or which otherwise relates to this Agreement or the services rendered by Chanin hereunder, the Company will reimburse Chanin and the Indemnified Person for all reasonable expenses incurred by them in connection with such Indemnified Person appearing and preparing to appear as such a witness, including without limitation, the reasonable fees and disbursements of legal counsel.

9. Chanin's exclusive client in this engagement is the Committee. No one other than the Committee is authorized to rely upon the engagement of Chanin hereunder or any statements, advice, opinions or conduct of Chanin.

10. The Company acknowledges that Chanin shall have the right to place announcements and



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advertisements in financial and other newspapers and journals, at its own expense, describing its services in connection herewith.

11. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely in such state. Except to the extent that the parties shall be permitted to adjudicate any dispute in the bankruptcy court having jurisdiction over the Company's chapter 11 case and the bankruptcy court desires to exercise such jurisdiction, each of the parties hereto agrees to submit any claim or dispute arising out of or related to this Agreement to private and confidential arbitration by a single arbitrator selected in accordance with the rules of the American Arbitration Association. The arbitration proceedings shall be governed by the Commercial Rules of Arbitration of the American Arbitration Association and shall take place in the Borough of Manhattan, New York City, New York. The arbitrator shall have the power to order discovery and the authority to award any remedy or relief that a court of the State of New York could order or grant, including without limitation specific performance. The decision of the arbitrator shall be final and binding on each of the parties and judgment thereon may be entered in any court having jurisdiction. This arbitration procedure is intended to be the exclusive method of resolving any claim arising out of or related to this Agreement, including any claim as to the validity of this Agreement. Each party agrees to the personal and subject matter jurisdiction of such arbitration for the resolution of any such claim, including any issue relating to this arbitration provision. In the event of any arbitration arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to an award of actual attorneys' fees and costs incurred in connection with the arbitration. Nothing in this paragraph shall pertain to or affect the authority of the bankruptcy court to consider and rule upon Chanin's applications for interim or final compensation pursuant to this Agreement.

12. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by the parties hereto and approved by the Bankruptcy Court if required by law. This Agreement may not be assigned by either party without the prior written consent of each party.

13. Notwithstanding anything contained herein to the contrary, any claims that Chanin may have under this Agreement shall be against the Company, and neither the Committee nor any member, or representative, or affiliate of such member, or counsel thereof, shall have any liability under this Agreement.



CHANIN CAPITAL PARTNERS

Mr. Allan A. Brown
April 9, 2001
Page 5

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to Chanin the enclosed original copy of this Agreement.

Very truly yours,

Chanin Capital Partners LLC

By: 

Randall Lambert
Managing Director

Agreed to and accepted as of the date
first written above.

By: 

Name: Allan A. Brown

Title: Chairman, Unsecured Creditors' Committee of Dictaphone Corporation



CHANIN CAPITAL PARTNERS

Schedule I

This Schedule I is a part of and is incorporated into that certain letter agreement (the "Agreement"), dated March 29, 2001 by and between Lernout & Hauspie Speech Products, N.V. (together with its subsidiaries and affiliates, including Dictaphone Corporation, the "Company"), and Chanin Capital Partners ("Chanin"). Capitalized terms not defined herein shall have the same meaning assigned in the Agreement.

The Company agrees to indemnify and hold harmless Chanin and its affiliates and their respective directors, officers, employees, attorneys and other agents and security holders and each other person, if any, controlling Chanin or any of its affiliates (Chanin and each such person and entity being referred to as an "Indemnified Person"), from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively, "Liabilities"), and will reimburse each Indemnified Person for all fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation and whether or not any Indemnified Person is a party (collectively, "Actions"), arising out of or in connection with advice or services rendered or to be rendered by an Indemnified Person pursuant to the Agreement, the transaction contemplated thereby or any Indemnified Persons' actions or inactions in connection with any such advice, services or transaction; provided that the Company will not be responsible for any Liabilities or Expenses of any Indemnified Person that are determined by a judgment of a court of competent jurisdiction, which judgment is no longer subject to appeal or further review, to have resulted from such Indemnified Person's gross negligence or willful misconduct in connection with any of the advice, actions, inactions or services referred to above. The Company also agrees to reimburse such Indemnified Person for all Expenses as they are incurred in connection with enforcing such Indemnified Persons' rights under the Agreement (including without limitation its rights under this Schedule I).

Upon receipt by an Indemnified Person of actual notice of an Action against such Indemnified Person with respect to which indemnity may be sought under the Agreement, such Indemnified Person shall promptly notify the Company in writing; provided that failure to so notify the Company shall not relieve the Company from any liability which the Company or any other person may have on account of this indemnity or otherwise, except to the extent the Company shall have been materially prejudiced by such failure. The Company shall not be liable for any settlement of any Action effected without its written consent (which shall not be unreasonably withheld). In addition, the Company will not, without prior written consent of Chanin, settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes an unconditional release of such Indemnified Person from all liabilities arising out of such Action.

In the event that the foregoing indemnity is not available to an Indemnified Person in accordance with the Agreement pursuant to the requirements of applicable law, the Company shall contribute to the Liabilities and Expenses paid or payable by such Indemnified Person in such proportion as is appropriate to reflect (i) the relative benefits to the Company, on the one hand, and to Chanin, on the other hand, of the matters contemplated by the Agreement, or (ii) if the allocation provided by the immediately preceding clause is not permitted by the applicable law, not only such relative benefits but also the relative fault of the Company, on the one hand, and Chanin, on the other hand, in connection with the matters as to which such Liabilities or Expenses relate, as well as any other relevant equitable considerations, provided that in no event shall the Company contribute less than the amount necessary to



CHANIN CAPITAL PARTNERS

ensure that all Indemnified Persons, in the aggregate, are not liable for any Liabilities and Expenses in excess of the amount of fees actually received by Chanin pursuant to this Agreement. For purposes of this paragraph, the relative benefits to the Company, on the one hand, and to Chanin, on the other hand, of the matters contemplated by this Agreement shall be deemed to be in the same proportion as (a) the total value paid or received or contemplated to be paid or received by the Company in the transaction, whether or not any transaction is consummated, bears to (b) the fees paid or payable to Chanin under the Agreement.

The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with advice or services rendered or to be rendered by any Indemnified Person pursuant to the Agreement, the transactions contemplated thereby or any Indemnified Person's actions or inactions in connection with any such advice, services or transactions except for Liabilities (and related Expenses) of the Company that are determined by a judgment of a court of competent jurisdiction, which judgment is no longer subject to appeal or further review, to have resulted solely from such Indemnified Person's gross negligence or willful misconduct in connection with any such advice, actions, inactions or services.

These indemnification, contribution and other provisions of this Schedule I shall (i) remain operative and in full force and effect regardless of any termination of the Agreement or completion of the engagement by Chanin; (ii) inure to the benefit of any successors, assigns, heirs or personal representative of any Indemnified Person; and (iii) be in addition to any other rights that any Indemnified Person may have.

EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

FILED

JAMES A. WILSON

In re:

LERNOUT & HAUSPIE SPEECH
PRODUCTS N.V., et al.,

MAY 31 2001

U.S. BANKRUPTCY COURT
CORDELL, DE

Debtors. DEBTOR

Chapter 11

Case Nos. 00-4397 (JHW)
through 00-4399

(Jointly Administered)

Hearing Date: Negative Notice
Objection Deadline: May 14,
2001 at 4:00 p.m.

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
CHANIN CAPITAL PARTNERS LLC AS FINANCIAL ADVISOR
FOR THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF DICTAPHONE CORPORATION**

Upon the annexed application (the "Application") of the Official Committee of Unsecured Creditors of Dictaphone Corporation (the "Dictaphone Committee") of the above-referenced debtors and debtors-in-possession (collectively, the "Debtors") for entry of an order pursuant to sections 327, 328 and 1103(a) of title 11 of the United States Code, §§ 101 et seq. (as amended, the "Bankruptcy Code"), authorizing the Committee to employ and retain Chanin Capital Partners LLC ("Chanin") as its financial advisor in the chapter 11 cases of the Debtors; and upon the affidavit of Randall L. Lambert, a managing director of Chanin (the "Lambert Affidavit"); and based on the representations made in the Application and the Lambert Affidavit, the Court being satisfied that said financial advisor represents no interest adverse to the estates or the constituency of the Dictaphone Committee, with respect to the matters for which Chanin is to be engaged, that they are "disinterested" persons as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, that their employment is necessary and in the best interests of the estates herein, that due notice of the Application having been given and it appearing that no other notice need be given; and after due

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deliberation and sufficient cause appearing therefor, it is ORDERED, ADJUDGED and DECREED that:

1. In accordance with sections 327, 328 and 1103(a) of the Bankruptcy Code, the Dictaphone Committee is authorized to employ and retain the firm of Chanin Capital Partners LLC, effective as of March 27, 2001, as its financial advisor on the terms and conditions set forth in the Engagement Letter (as defined in the Application), the Application and the Lambert Affidavit.

2. Notwithstanding any of the provisions of the Engagement Letter, Dictaphone Corporation shall be solely responsible for the payment of any compensation or claims payable to Chanin under the Engagement Letter or otherwise, as allowed by this Court. Lernout & Hauspie Speech Products N.V. shall not in any way interfere with, or prevent Dictaphone Corporation from paying, such fees, expenses, or indemnities to Chanin, as allowed by and pursuant to an order of this Court.

3. Chanin shall be compensated in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, such Federal and Local Rules of Bankruptcy Procedure as may be applicable, and such procedures as may be fixed by order of this Court.

Dated: Camden, New Jersey
May 31, 2001


UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

EXHIBIT D

L&H/DICTAPHONE
 CHANIN CAPITAL PARTNERS, LLC
 FINANCIAL ADVISOR TO THE DICTAPHONE COMMITTEE
 SUMMARY OF HOURS
 MARCH 27, 2001 THROUGH MARCH 28, 2002

<u>Professional</u>	<u>Title</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Totals</u>
Randall Lambert	Managing Director	6.00	30.80	14.10	10.00	9.00	0.00	0.00	0.00	0.00	0.00	69.90
Sanjay Jindal	Director	0.00	36.00	11.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	68.00
Thomas Thompson	Vice President	14.10	210.60	206.10	78.30	93.00	67.10	45.50	39.00	30.00	36.80	820.50
John Garcia	Vice President	10.60	214.20	186.00	64.00	59.40	20.00	0.00	0.00	0.00	0.00	329.40
Brian Kim	Sr. Associate	6.10	182.00	210.00	57.20	73.00	30.80	31.50	9.20	25.90	20.20	645.90
Griffith Lee	Associate	15.00	220.60	237.30	95.50	101.50	69.40	34.90	18.80	23.30	27.60	608.30
D. Josh Shin	Analyst	0.00	132.50	138.00	0.00	35.00	0.00	0.00	0.00	0.00	0.00	305.50
		51.80	894.20	864.50	305.00	391.90	187.30	111.90	67.00	79.20	84.60	3037.40

EXHIBIT E

I.&H/DICTAPHONE
 CHANIN CAPITAL PARTNERS, L.L.C
 FINANCIAL ADVISOR TO THE DICTAPHONE COMMITTEE
 SUMMARY OF EXPENSES
 MARCH 27, 2001 THROUGH MARCH 28, 2002

<u>Category</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Totals</u>
Airfare	2,268.50	33,889.75	28,411.75	22,216.50	9,870.00	1,228.75	-	-	-	7,462.88	-	-	-	\$ 105,348.13
Copy & Fax	-	-	-	7.42	104.79	-	-	-	-	-	-	-	-	112.21
Hotel	-	8,566.49	9,485.65	9,608.90	1,770.97	484.78	543.80	-	3,691.14	777.64	-	-	-	31,607.37
Meals	29.81	3,073.19	2,242.18	2,412.94	798.69	469.08	677.70	81.07	953.11	212.80	63.52	65.89	25.63	11,105.61
Messenger	-	160.47	62.75	59.33	-	13.99	48.78	-	-	12.33	24.31	-	24.19	406.15
Office supplies	-	43.95	82.37	-	-	-	-	-	-	-	-	-	-	126.32
Parking/Transportation	-	3,764.57	5,266.58	4,665.28	3,180.63	458.48	411.26	-	540.79	82.50	-	-	430.50	18,890.59
Photocopy/Faxes	-	786.90	143.85	86.55	370.30	131.55	47.70	47.85	16.20	23.55	53.75	415.70	35.50	2,156.40
Research	-	1,421.35	258.00	-	296.98	237.17	86.71	-	90.00	335.72	-	7.78	-	2,737.71
Telephone	42.98	946.09	845.37	1,607.70	946.78	439.23	675.11	448.81	658.73	130.85	40.84	154.17	14.12	6,956.78
Subs. & Library	-	45.00	45.00	84.41	-	-	45.00	149.95	-	-	-	-	-	365.36
Misc.	9.72	981.11	741.27	695.41	312.48	-	-	-	30.21	11.19	-	-	-	2,781.39
Professional Serv	68.40	258.00	1,985.48	3,192.96	2,551.05	39.90	427.50	139.65	17.10	282.15	83.75	1,426.69	978.20	11,450.83
Word Processing	-	-	-	-	-	-	35.00	-	-	70.00	-	-	-	105.00
	\$ 2,419.41	\$ 53,936.87	\$ 49,570.25	\$ 44,637.40	\$ 20,202.67	\$ 3,502.93	\$ 2,998.56	\$ 867.33	\$ 2,675.28	\$ 9,401.61	\$ 266.17	\$ 2,070.23	\$ 1,508.14	\$ 194,056.85

Less Adjustment
 for period March 27, 2001 through July 31, 2001

Final Expense Total

\$ (9,049.04)

\$ 185,007.81

Company Name: Dictaphone
Period: January 2002

CATEGORY	DATA #1	DATA #2	DATA #3	TOTAL
Airfare				\$ -
Copy & Fax Service				\$ -
Dues & Memberships				\$ -
Hotel				\$ -
Meals	63.52			\$ 63.52
Messenger & Delivery	24.31			\$ 24.31
Miscellaneous				\$ -
Office Supplies				\$ -
Parking/Transportation				\$ -
Photocopy/Faxes (Eq)	53.75			\$ 53.75
Postage				\$ -
Professional Services	83.75			\$ 83.75
Research				\$ -
Subs. & Library				\$ -
Telephone	40.84			\$ 40.84
Word Processing				\$ -
TOTALS	\$ 266.17	\$ -	\$ -	\$ 266.17

Company Name: Dictaphone
Period: January 2002

Description	Cost	Quantity	Totals	Combined
Month: January 2002				
Photocopies	\$ 0.15	5	\$ 0.75	
Faxes	\$ 1.00	53	\$ 53.00	
				<u><u>\$ 53.75</u></u>
<hr/>				
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u><u>\$ -</u></u>
<hr/>				
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u><u>\$ -</u></u>
<hr/>				
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u><u>\$ -</u></u>
<hr/>				
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u><u>\$ -</u></u>
<hr/>				
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u><u>\$ -</u></u>
<hr/>				
GRAND TOTAL				<u><u>\$ 53.75</u></u>

Company Name: Dictaphone
Period: February 2002

CATEGORY	DATA #1	DATA #2	DATA #3	TOTAL
Airfare				\$ -
Copy & Fax Service				\$ -
Dues & Memberships				\$ -
Hotel				\$ -
Meals	65.89			\$ 65.89
Messenger & Delivery				\$ -
Miscellaneous				\$ -
Office Supplies				\$ -
Parking/Transportation				\$ -
Photocopy/Faxes (Eq)	415.70			\$ 415.70
Postage				\$ -
Professional Services	1,426.69			\$ 1,426.69
Research	7.78			\$ 7.78
Subs. & Library				\$ -
Telephone	154.17			\$ 154.17
Word Processing				\$ -
TOTALS	\$ 2,070.23	\$ -	\$ -	\$ 2,070.23

Company Name: Dictaphone
 Period: February 2002

Description	Cost	Quantity	Totals	Combined
Month: February 2002				
Photocopies	\$ 0.15	2678	\$ 401.70	
Faxes	\$ 1.00	14	\$ 14.00	
				<u><u>\$ 415.70</u></u>
<hr/>				
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u><u>\$ -</u></u>
<hr/>				
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u><u>\$ -</u></u>
<hr/>				
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u><u>\$ -</u></u>
<hr/>				
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u><u>\$ -</u></u>
<hr/>				
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u><u>\$ -</u></u>
<hr/>				
GRAND TOTAL				<u><u>\$ 415.70</u></u>

Company Name: Dictaphone
Period: March 2002

CATEGORY	DATA #1	DATA #2	DATA #3	TOTAL
Airfare				\$ -
Copy & Fax Service				\$ -
Dues & Memberships				\$ -
Hotel				\$ -
Meals	25.63			\$ 25.63
Messenger & Delivery	24.19			\$ 24.19
Miscellaneous				\$ -
Office Supplies				\$ -
Parking/Transportation	430.50			\$ 430.50
Photocopy/Faxes (Eq)	35.50			\$ 35.50
Postage				\$ -
Professional Services	978.20			\$ 978.20
Research				\$ -
Subs. & Library				\$ -
Telephone	14.12			\$ 14.12
Word Processing				\$ -
TOTALS	\$ 1,508.14	\$ -	\$ -	\$ 1,508.14

Company Name: Dictaphone
 Period: March 2002

Description	Cost	Quantity	Totals	Combined
Month: March 2002				
Photocopies	\$ 0.15	190	\$ 28.50	
Faxes	\$ 1.00	7	\$ 7.00	
				<u>\$ 35.50</u>
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u>\$ -</u>
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u>\$ -</u>
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u>\$ -</u>
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u>\$ -</u>
Month:				
Photocopies	\$ 0.15		\$ -	
Faxes	\$ 1.00		\$ -	
				<u>\$ -</u>
GRAND TOTAL				<u>\$ 35.50</u>