

**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. Bruce W. Black

**NOTICE REGARDING (A) EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES TO BE ASSUMED OR ASSUMED AND  
ASSIGNED PURSUANT TO SECTION 365 OF THE BANKRUPTCY  
CODE, (B) AMOUNTS REQUIRED TO CURE DEFAULTS UNDER  
SUCH CONTRACTS AND LEASES AND (C) RELATED PROCEDURES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Executory Contracts and Unexpired Leases to Be Assumed or Assumed and Assigned.** Pursuant to Section 8.1 of the First Amended Joint Plan of Reorganization of Comdisco, Inc. and Its Affiliated Debtors and Debtors in Possession, dated June 13, 2002 (the "Plan"),<sup>1</sup> section 365 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code") and the Order of the Bankruptcy Court confirming the Plan (the "Confirmation Order"), the above-captioned debtors and the debtors in possession (collectively, the "Debtors") have determined to assume or assume and assign each of the executory contracts (collectively, the "Contracts") and unexpired leases (collectively, the "Leases") not listed on Schedule 8.2 of the Plan or previously rejected in these Chapter 11 cases as of the effective date of the Plan, which occurred on August 12, 2002 (the "Effective Date"). The contracts and/or leases which are being assumed pursuant to Section 8.1 of the Plan (collectively, the "Comdisco Contracts and Leases"), are listed in the attached [Annex A](#) (Comdisco, Inc.), [Annex B](#) (Comdisco Ventures Group), or [Annex C](#) (formerly Comdisco Healthcare Group, Inc.). Under the Plan, Comdisco, Inc. has determined to assume and assign the Comdisco Contracts or Leases, described on [Annex B](#) to its wholly owned subsidiary Comdisco Ventures, Inc. Under the Plan, Comdisco

---

<sup>1</sup> Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan.

Healthcare Group, Inc. has determined to assume and assign the Comdisco Contracts or Leases, described on [Annex C](#) to its parent Comdisco, Inc.

Please review each Annex to locate the name of your client or your company by "Lessee/Customer Name" to confirm the status of any Comdisco Contracts or Leases.

**2. Proposed Amounts Required to Cure Defaults.** Section 365(b)(1)(A) of the Bankruptcy Code requires that the Debtors cure or provide adequate assurance that they will promptly cure defaults under the affected executory contracts or unexpired leases at the time of assumption. To the extent that the Comdisco Contracts and Leases are subject to that section of the Bankruptcy Code, the Debtors have determined the amounts required to cure defaults under the Comdisco Contracts and Leases based on the Debtors' books and records (the "Proposed Cure Amount Claims"). The Proposed Cure Amount claims, if any, for the Comdisco Contracts or Leases to which each of the named Lessee/Customer is a party are identified on the applicable Annex.

**3. Deadline to Respond to Proposed Assumption or Assumption and Assignment and Proposed Cure Amount Claims.** Pursuant to the Confirmation Order, any party that disputes the assumption or assumption and assignment of a Contract or Lease or the amount of a Proposed Cure Amount Claim is required to file with the Bankruptcy Court and serve on the Debtors or Reorganized Debtors, as applicable, at the addresses indicated below, a written objection (an "Objection") setting forth the basis for such dispute, so that such Objection is *actually received* no later than 20 days after the date of this Notice indicated below (the "Objection Deadline"). The Debtors may file a reply to any such Objection no later than 30 days after the filing and service of the Objection. All Objections should be delivered to the following addresses: (i) Honorable Bruce W. Black, United States Bankruptcy Court, Eastern Division, 219 S. Dearborn, Chicago, IL 60604, and (ii) Comdisco, Inc., Attention: Robert E. T. Lackey, 6111 North River Road, Rosemont, Illinois, 60018.

**4. Consensual Resolution of Disputes.** The Debtors request that any party that disputes the assumption or assumption and assignment of a Contract or Lease or the amount of a Proposed Cure Amount Claim contact the Debtors prior to the Objection Deadline to attempt to resolve such dispute consensually. The Debtors' contact person for such matters is (i) for Comdisco Ventures Group, James Froberg, Comdisco, Inc., 6111 North River Road, Rosemont, Illinois 60018, Tel:

(847) 518-5079, Fax: (847) 518-5088; and (ii) for Comdisco, Inc., Dean Frankel, Comdisco, Inc., 6111 North River Road, Rosemont, Illinois 60018, Tel: (847) 518-5087, Fax: (847) 518-5088. If such disputes cannot be resolved consensually prior to the Objection Deadline, the objecting party must file and serve an Objection to preserve its right to dispute the assumption or assumption and assignment of a Contract or Lease or the amount of a Proposed Cure Amount Claim. If no Objection is timely and properly Filed, (a) the proposed assumption or assumption and assignment of the Contract or Lease shall be deemed approved in accordance with the Plan and Confirmation Order and (b) the Proposed Cure Amount claim for such Contract or Lease shall become the final Allowed Cure Amount Claim and shall be paid in accordance with paragraph 6 below, in either case, without further action of the Bankruptcy Court or the Reorganized Debtors.

**5. Hearing; Reservation of Rights.** If the parties are unable to resolve disputes regarding a Proposed Cure Amount Claim, either (a) such disputes shall be determined by the Bankruptcy Court at a hearing scheduled on not less than 30 days' notice or (b) the applicable Reorganized Debtor may elect to reject the Contract or Lease at issue, in accordance with Section 8.2 of the Plan.

**6. Payment and Cure of Amount.** Absent any pending disputes, the Proposed Cure Amount shall be satisfied, at the option of the Debtor or Reorganized Debtor assuming the applicable Contract or Lease or the assignee of such Debtor or Reorganized Debtor (a) by payment of the Proposed Cure Amount Claim in Cash within a reasonable period of time following the Effective Date or (b) on such other terms as agreed to by the parties to such Contract or Lease. If there is a dispute regarding the amount of any Proposed Cure Amount Claim, the applicable Cure Amount Claim shall be paid as soon as practicable following the entry of a Final Order, or the filing of such agreement or other document, resolving the dispute. Notwithstanding the foregoing, if the Reorganized Debtors believe that a dispute may exist as to the ownership of a Cure Amount Claim, the Reorganized Debtors reserve the right to require the potential claimant(s) to execute an agreement establishing the ownership of the Cure Amount Claim prior to distributing payment on account of such claim. Until a Cure Amount Claim becomes allowed in accordance with the procedures set forth herein and the Confirmation Order, such Claim shall be treated as a Disputed Claim for purposes of making distributions under the Plan.