

BAKER & McKENZIE LLP
1114 Avenue of the Americas
New York, New York 10036
Telephone: (212) 626-4100
William R. Wagner (WW-8254)
Ira A. Reid (IR-0113)

Attorneys for Hewlett-Packard Company

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS HOLDINGS INC., *et al.*,

Debtors.

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Case No. 08-13555 (JMP)
(Jointly Administered)

Chapter 11

Judge James M. Peck

**OBJECTION BY HEWLETT-PACKARD COMPANY TO CURE AMOUNTS
PURSUANT TO ORDER UNDER 11 U.S. C. 105(a), 363 AND 365 AND FEDERAL
RULES OF BANKRUPTCY PROCEDURE 2002, 6004 AND 6006 AUTHORIZING AND
APPROVING (A) THE SALE OF PURCHASED ASSETS FREE AND CLEAR OF LIENS
AND OTHER INTEREST AND (B) ASSUMPTION AND ASSIGNMENT OF
CONTRACTS AND UNEXPIRED LEASES**

Hewlett-Packard Company (“HP”), by and through its undersigned counsel, objects (the “Objection”) to the proposed cure amounts necessary to assume and assign HP’s contracts with the Lehman Brothers Holdings Inc, (the “Debtor”) and Lehman Brothers, Inc. (“LBI”), and to the inadequate description of those contracts, all as set forth in the Debtors’ “List of IT Closing Date Contracts” located at <http://chapter11.epiqsystems.com/Lehman> (the “List”). In support of this Objection, HP states as follows:

1. HP is a leading worldwide provider of computing and printing hardware, software, and services. It is a party to numerous contracts with the Debtor and/or LBI, whereby HP provides products, support, software and other services to the Debtor and LBI. While HP

does not have any objection to the ultimate assumption and assignment of the contracts sought to be assumed and assigned (the “HP Assumed Contracts”), HP objects to the cure amounts proposed by the Debtor and LBI and objects to the fact that the HP Assumed Contracts are not described with sufficient particularity to identify them.

2. While it is not now possible for HP to identify precise cure amounts due to the inadequate description of these agreements set forth in the List, the amounts are well in excess of the approximately \$178,000.00 indicated as the cure amounts on the List. HP specifically reserves its right to assert a precise cure amount after the HP Assumed Contracts have been adequately identified.

3. In addition, on or about September 15, 2008, LBI issued a check to HP in the amount of \$415,000.00, as payment for an invoice on one of the HP Assumed Contracts. However, that check was returned unpaid on September 30, 2008. This amount must be now added to the cure payment.

4. Pursuant to the Court’s directive entitled “*Procedures for Resolving Cure Amounts for Closing Date Contracts*”, HP will work with the Debtor, LBI and Barclays Capital Inc. to schedule a time to meet and confer with regard to this Objection.

WHEREFORE, HP respectfully requests that this Court: (a) direct the Debtor and LBI to identify which contracts it seeks to assume and assign; (b) set the cure amount at an amount to be determined that is substantially in excess of the amount set forth on the List, including by the amount of any check returned after resolution of this Objection on any HP Assumed

Contract; (c) deem HP's right to assert a precise cure amount as reserved; and (d) award HP such other or further relief as is just and proper.

Dated: New York, New York
October 3, 2008

BAKER & McKENZIE LLP

By: /s/ Ira A. Reid
William R. Wagner (WW-8254)
Ira A. Reid (IR-0113)
1114 Avenue of the Americas
New York, New York 10036
Telephone: (212) 626-4100

Attorneys for Hewlett-Packard Company

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