

NOTES AND DISCLAIMERS REGARDING SCHEDULES AND STATEMENTS

1. Any failure to designate a claim on the schedules of assets and liabilities and of executory contracts and unexpired leases and statement of financial affairs (collectively, the “Schedules and Statements”) as disputed, contingent, or unliquidated does not constitute an admission that such amount is not disputed, contingent, or unliquidated. The Debtor reserves the right to dispute, or to assert offsets or defenses to any claim reflected on its Schedules and Statements as to, among other things, amount, liability, or classification or to otherwise subsequently designate any claim as disputed, contingent, or unliquidated. Claims on the Schedules and Statements set forth the Debtor’s estimate of most claims of creditors, and the actual unpaid claims of creditors that may be allowed in this case may differ from the amounts set forth in the Schedules and Statements. The Debtor accordingly reserves all its rights with respect to the amount and characterization of any claim listed on the Schedules and Statements.
2. The dollar amount of all claims listed on the Schedules and Statements is as of December 11, 2007, the date of commencement of the Debtor’s Chapter 11 bankruptcy case. To the extent the term “Petition Date” is used in the Schedules and Statements, it refers to December 11, 2007.
3. While every effort has been made to ensure the accuracy of the Schedules and Statements, inadvertent errors or omissions may have occurred. The Debtor reserves the right to amend or supplement the Schedules and Statements as necessary or appropriate.
4. The Debtor reserves all of its rights with respect to any claims, rights, defenses, and/or causes of action it may have, and nothing set forth in the Schedules and Statements shall be deemed a waiver of any such claims, right, defenses, and/or causes of action.
5. The Debtor reserves the right to dispute or to challenge the validity, enforceability, or perfection of any lien or security interest purportedly granted to a secured creditor listed on Schedule D of the Schedules and Statements. Moreover, the Debtor reserves all of its rights to dispute or to challenge the amount of any such creditor’s claim or to otherwise seek to recharacterize any such claim or any portion thereof.
6. As set forth in greater detail in the Schedules and Statements, the United States Bankruptcy Court for the District of Delaware has approved the payment of certain unsecured priority claims that would have otherwise been listed on Schedule E of the Schedules and Statements. Accordingly, the Debtor has not listed such priority creditors, but the Debtor would, upon reasonable and appropriate request, provide a schedule of such priority creditors to an appropriate requesting party.
7. The Debtor hereby reserves the right to dispute the validity, status, or enforceability of any contracts, agreements, leases, or documents set forth on Schedule G to the Schedules and Statements. Notwithstanding the inclusion of a particular contract, agreement, lease, or document on Schedule G, the Debtor hereby reserves the right to assert that such contract, agreement, lease, or document is not an executory contract or unexpired lease within the meaning of the Bankruptcy Code. Certain of the agreements listed in Schedule G may have expired or may have been modified, amended, and supplemented from time to time by the conduct of the parties, various amendments, restatements, waivers, estoppel certificates, letters, court orders, and/or other documents, instruments, and agreements that may not be listed herein. Accordingly, any and all contracts listed on

Schedule G are the same as may be or have been modified, amended, and/or supplemented from time to time.

8. Although the Debtor attempted to be as accurate as possible regarding the current value of its property and/or assets listed on the Schedules and Statements, all values of property set forth in the Schedules and Statements are approximate and estimated net book value, unless otherwise indicated. The Debtor reserves the right to amend the Schedules and Statements, as it may become necessary, to adjust these valuations.
9. The Schedules and Statements have been signed by David Cichy, the Debtor’s chief financial officer, and they were prepared by Mr. Cichy and other employees of the Debtor and are unaudited. Mr. Cichy and such employees do not have personal knowledge of every item identified in the Schedules and Statements and relied upon the accuracy and integrity of the Debtor’s books and records to complete the Schedules and Statements, and accordingly, it is possible that further review of the books and records may require amendment of the Schedules and Statements.
10. These notes and disclaimers are incorporated by reference in, and comprise an integral part of, the Schedules and Statements and should be referred to and reviewed in connection with any review of the Schedules and Statements.