

EXHIBIT P

810 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT District of Utah

PROOF OF CLAIM

Name of Debtor: American Institutional Partners, LLC

Case Number: 09-25375

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Check this box to indicate that this claim amounts to a previously filed claim.

Exact Jurisdiction

Strike any pre-printed text if incorrect AND type or print correct information

Court Claim Number: (If known)

Name and address where notices should be sent:

Rama Ramachandra, c/o Business U-Fill, 4300 La Jolla Village Dr., #310, San Diego, CA 92122-4304; Rama Ramachandran, 1200 Sacramento Street, Suite 303, San Francisco, CA 94108

Filed on:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check this box if you are the debtor or trustee in this case.

Telephone number: (415) 515-2740 (415) 885-2351

Name and address where payment should be sent (if different from above):

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Telephone number: 5. 416, 148 28

1. Amount of Claim as of Date Case Filed: 5. 416, 148 28. If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

Specify the priority of the claim. Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Up to \$2,425* of deposits: unpaid purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). Other - Specify applicable paragraph of 11 U.S.C. § 507(a)().

2. Basis for Claim: Wages and Money Loaned (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: N/A. 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

Amount entitled to priority: 10,950.00. *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: Value of Property \$ Annual Interest Rate % Amount of mortgage and other charges as of time case filed included in secured claim. If any: \$ Basis for perfection: Amount of Secured Claim \$ Amount Unsecured \$

6. Creditors: The amount of all payments on this claim has been certified for the purpose of making this proof of claim. 7. Documents: Attach reduced copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach reduced copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "reduced" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESCRIBED AFTER SCANNING.

If the documents are not available, please explain: Date: 6/23/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Rama Ramachandran RAMA RAMACHANDRAN

FOR COURT USE ONLY. Please mail this claim form to: U.S. Bankruptcy Court, 200 South Main St., Suite 300, Salt Lake City, Utah 84101. FILED IN THE UNITED STATES BANKRUPTCY COURT DISTRICT OF UTAH JUN 25 AM 11:37 MAIL

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 1593 and 3571

Handwritten initials and number 019664

In Re American Institutional Partners, LLC (Chapter 11 Bankruptcy)
United States Bankruptcy Court, District of Utah Case No. 09-25375
Creditor: Rama Ramachandran

SUMMARY OF CLAIM / ITEMIZED STATEMENT

Rama Ramachandran, Claimant, is owed a total of \$416,148.28 by American Institutional Partners, LLC, calculated as follows (supporting documentation attached with redactions for privacy and relevance):

- 1. \$91,148.28 loan – In December 2007, Mr. Ramachandran paid bills for legal services on behalf of AIP to Troutman Sanders in the amount of \$91,148.28. Mr. Robbins promised to repay Mr. Ramachandran. This sum has not been repaid. Exh. 1: 12/24/08 Email string between M. Robbins and R. Ramachandran; Exh. 2: 11/9/07 and 12/11/07 Troutman Sanders Invoices; Exh. 3: 12/28/07 and 12/31/07 Fidelity Wire Transfers to Troutman Sanders.**
- 2. \$50,000.00 loan - In January 2008, based on representations that Mr. Robbins needed a short-term bridge loan before a large amount of money came in from a business deal, and based upon a promise to repay the entire amount of his debt (approximately \$150k), plus an additional \$10k within 5 days, Mr. Ramachandran loaned \$50,000.00 to Mr. Robbins. This loan has not been repaid. Exh. 1: 12/24/08 Email string between M. Robbins and R. Ramachandran; Exh. 4: 1/30/08 Email string between M. Robbins and R. Ramachandran; Exh. 5: 5/4/09 Confirmation of 1/30/08 Wire Transfer from Wells Fargo.**
- 3. \$10,000.00 contractual interest – See (2) above.**
- 4. \$50,000.00 loan – In February 2008, Mr. Ramachandran loaned AIP an additional \$50,000.00. Exh. 1: 12/24/08 Email string between M. Robbins and R. Ramachandran; Exh. 6: 2/29/08 Fidelity Wire Transfer.**
- 5. \$40,000.00 loan - In March 2008, based on similar representations, Mr. Robbins requested that Mr. Ramachandran loan AIP \$40,000.00 and told Mr. Ramachandran that he would be repaid within one week. Again, Mr. Ramachandran was not repaid. Exh. 1: 12/24/08 Email string between M. Robbins and R. Ramachandran; Exh. 7: 3/24/08 Email string between M. Robbins and R. Ramachandran; Exh. 8: 3/24/08 Fidelity Wire Transfer.**
- 6. \$175,000.00 salary and contractual bonuses – AIP failed to compensate Mr. Ramachandran for work performed from May 2008 to January 2009. Mr. Ramachandran is owed \$125,000.00 in salary for the work he performed from June 2008 through January 2009. Mr. Ramachandran is also owed \$50,000.00 in bonuses for that same time period. Exh. 9: Employment Agreement; Exh. 1: 12/24/08 Email string between M. Robbins and R. Ramachandran; Exh. 10: 2/19/08 Email from M. Robbins to AIP Employees.**

Exhibit 1

Rama Ramachandran (ramachandran@aipcapital.com)

From: Mark Robbins
Sent: Wednesday, December 24, 2008 12:02 PM
To: Rama Ramachandran (ramachandran@aipcapital.com)
Subject: Re:

I told you it wasn't enough. Add your xmas bonus on and its more. By the way, I will pay everybodys xmas bonus but Jenee. She is a bad person and if you can get Heather Cornaby to agree to it, I will pay her. Heather agrees, she is bad news.

----- Original Message -----

From: Rama Ramachandran (ramachandran@aipcapital.com)
To: Mark Robbins
Sent: Wed Dec 24 12:31:58 2008
Subject:

Troutman

27-Dec-07

82,558.73

Troutman

27-Dec-07

7,430.55

Troutman

31-Dec-07

1,159.00

AIP

30-Jan-08

50,000.00

AIP

29-Feb-08

50,000.00

AIP

24-Mar-08

40,000.00

TOTAL

231,148.28

The AIP back salary from June thru end of the year was a gross amount of 116,181.28.

So the total is

$231,148.28 + 116,181 = 347,329.04$

No virus found in this incoming message.

Checked by AVG - <http://www.avg.com>

Version: 8.0.176 // Virus Database: 278.10.15/1923 - Release Date: 1/29/2009 7:13 AM

Exhibit 2

TROUTMAN SANDERS LLP

Payment Remittance Address
Troutman Sanders LLP
P.O. Box 933662
Atlanta, Georgia 31168-3662

ATTORNEYS AT LAW
A LIMITED LIABILITY PARTNERSHIP
FEDERAL ID No. 85-9346913

Office Location:
The Chrysler Building
4025 Lexington Ave.
New York, NY 10017/4

Billing Inquiries
(404) 885-2528

For Payments by Wire
Wachovia Bank, Atlanta, Georgia
ABA #061000227
To Credit Troutman Sanders LLP
Operating Account #28276005782
Reference Account: P C Noyes
Reference Client: 2003/203
From Inquiries: Location: please email: Staff
Address/Code: PNB US 33

Canvas Management, Inc.
Attn: Mr. Matt Shaw
c/o AIP Capital
155 North 400 West, Suite 150
Salt Lake City, UT 84103

Invoice Date: 11/09/07
Submitted by: P C Noyes
Direct Dial: 212-704-6238
Invoice No.: 875322
File No.: 290733.000001

RE: **Routine Commercial Advice**

Total Amount of This Invoice : \$1,159.00

TO ENSURE PROPER CREDIT, PLEASE RETURN THIS PAGE WITH PAYMENT. THANK YOU!

TROUTMAN SANDERS LLP

Payment Remittance Address
Troutman Sanders LLP
P.O. Box 833652
Atlanta, Georgia 31103-3652

ATTORNEYS AT LAW
A LIMITED LIABILITY PARTNERSHIP
FEDERAL ID No. 38-0948915

Office Location:
The Chrysler Building
405 Lexington Ave
New York, NY 10017-744

For Payments by Wire
Wachovia Bank, Atlanta, Georgia
ABA #061000227

To Credit: Troutman Sanders LLP
Operating Account #2062700000762
Reference Attorney: P. C. Noyes

Reference Client: 2007005
From: [blank] or [blank] (last names please) [blank] Street
Address/City/State: [blank] [blank] [blank]

Billing Inquiries:
(800) 805-2800

Canvas Management, Inc.
Attn: Mr. Matt Shaw
c/o AIP Capital
155 North 400 West, Suite 150
Salt Lake City, UT 84103

Invoice Date: 12/11/07
Submitted by: P C Noyes
Direct Dial: 212-704-6238
Invoice No.: 883218
File No.: 230733.000002

RE: Formation - Canvas Fund I, LLC

Total Amount of This Invoice \$7,430.55

Summary of Additional Outstanding Invoices by Matter as of 12/11/07

| Date | Invoice No. | Amount | Credits | Balance |
|----------|-------------|--------------------|-------------|--------------------|
| 10/22/07 | 872034 | \$61,657.00 | \$0.00 | \$61,657.00 |
| 11/09/07 | 875323 | \$20,901.73 | \$0.00 | \$20,901.73 |
| | | \$82,558.73 | 0.00 | \$82,558.73 |

1,200.00
2007.25005000
7/11

2007.25005000

TO ENSURE PROPER CREDIT, PLEASE RETURN THIS PAGE WITH PAYMENT. THANK YOU!

Exhibit 3

FIDELITY BROKERAGE SERVICES LLC
P.O. BOX 145421
CINCINNATI, OH 45250-5421



0095
RAMA P RAMACHANDRAN
1200 SACRAMENTO ST APT 303
SAN FRANCISCO CA 94108-1940

Transaction Confirmation

Fidelity Account Number: 2308
Transaction Reference Number: 4240

We are writing to confirm a recent bank wire disbursement from your account. Please review this information carefully and if you have any questions or believe that this transaction was processed in error, please call 800-544-6666.

Date of Transaction: December 28, 2007
Bank Wire Amount: \$82,558.73
Bank Name: WACHOVIA BANK NA OF GEORGIA
Bank Routing Number: XXXXXX227
For Credit to: TROUTMAN SANDERS LLP
Bank Account Number: XXXXXXXXXXX

Fidelity Brokerage Services LLC, Members NYSE, SIPC

FIDELITY BROKERAGE SERVICES LLC
P.O. BOX 145421
CINCINNATI, OH 45250-5421



0095
PAMA P RAMACHANDRAN
1200 SACRAMENTO ST APT 303
SAN FRANCISCO CA 94108-1940

Transaction Confirmation

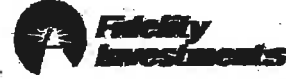
Fidelity Account Number: 2908
Transaction Reference Number: 8876

We are writing to confirm a recent bank wire disbursement from your account. Please review this information carefully and if you have any questions or believe that this transaction was processed in error, please call 800-544-6666.

Date of Transaction: December 28, 2007
Bank Wire Amount: \$7,430.55
Bank Name: WACHOVIA BANK NA OF GEORGIA
Bank Routing Number: XXXXX0227
For Credit to: TROUTMAN SANDERS LLP
Bank Account Number: XXXXXXXXXX

Fidelity Brokerage Services LLC, Members NYSE, SIPC

FIDELITY BROKERAGE SERVICES LLC
P.O. BOX 145421
CINCINNATI, OH 45250-5421



0380
RAMA P RAMACHANDRAN
1200 SACRAMENTO ST APT 303
SAN FRANCISCO CA 94108-1940

Transaction Confirmation

Fidelity Account Number: 2308
Transaction Reference Number: 1909

We are writing to confirm a recent bank wire disbursement from your account. Please review this information carefully and if you have any questions or believe that this transaction was processed in error, please call 800-544-6666.

Date of Transaction: December 31, 2007
Bank Wire Amount: \$1,158.00
Bank Name: WACHOVIA BANK NA OF GEORGIA
Bank Routing Number: XXXXX0227
For Credit to: TROUTMAN SANDERS LLP
Bank Account Number: XXXXXXXXXXX

Fidelity Brokerage Services LLC, Members NYSE, SIPC

Exhibit 4

Rama Ramachandran (ramachandran@aipcapital.com)

From: Mark Robbins
Sent: Wednesday, January 30, 2008 11:28 AM
To: Rama Ramachandran
Subject: Re:

Rama, I will not forget this. Thank you from the bottom of my heart. AIP, I will have Matt send the instructions

Mark-----
Sent from my BlackBerry Wireless Device

----- Original Message -----

From: Rama Ramachandran
To: Mark Robbins
Sent: Wed Jan 30 11:23:51 2008
Subject: RE:

I should be able to pull it off. Where should I send it?

Rama

-----Original Message-----

From: Mark Robbins
Sent: Wednesday, January 30, 2008 11:58 AM
To: Rama Ramachandran
Subject:

I'm in a pickle and hate to even ask this, but what are the odds of me borrowing \$50,000 for 5 days and I can pay you back the \$150K that I owe you and I would include another \$10K on top of it?

Mark-----
Sent from my BlackBerry Wireless Device

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.0.233 / Virus Database: 270.10.17/1934 - Release Date: 02/04/08 08:24:00

Exhibit 5

Fidelity Brokerage Services LLC

May 4, 2009

Rama P Ramachandran
1200 Sacramento St Apt 303
San Francisco, CA 94108-1940

Dear Mr. Ramachandran:

Thank you for your recent inquiry regarding wired funds from your Fidelity Brokerage Account. Below are the wiring instructions to which we wire transferred \$50,000 on January 30, 2008.

| | |
|-----------------|------------------------------------|
| Bank Name: | Wells Fargo Bank |
| Address: | San Francisco, CA |
| ABA #: | 0248 |
| For Benefit of: | American Institution Partners, LLC |
| Account #: | 8197 |

I hope this information is helpful. If you have any questions or need additional information, please call 1-800-544-4442. Your Premium team is available to assist you from 8:00 a.m. to 9:00 p.m. Eastern time, Monday through Friday.

Sincerely,



Kathleen Mason
Senior Premium Services Specialist

Our file:



Clearing, custody or other brokerage services provided by Fidelity Financial Services LLC or Fidelity Brokerage Services LLC, Member NYSE, SIPC

Smart money.

Exhibit 6

FIDELITY BROKERAGE SERVICES LLC
P.O. BOX 145421
CINCINNATI, OH 45250-5421



0058
RAMA P RAMACHANDRAN
1200 SACRAMENTO ST APT 303
SAN FRANCISCO CA 94108-1940

Transaction Confirmation

Fidelity Account Number: 2308
Transaction Reference Number: 3247

We are writing to confirm a recent bank wire disbursement from your account. Please review this information carefully and if you have any questions or believe that this transaction was processed in error, please call 800-544-6666.

Date of Transaction: February 29, 2008
Bank Wire Amount: \$50,000.00
Bank Name: WELLS FARGO BANK, NA
Bank Routing Number: XXXXX0248
For Credit to: AMERICAN INSTITUTIONAL PARTNER
Bank Account Number: XXXXXX0000X

Fidelity Brokerage Services LLC, Members NYSE, SIPC

Exhibit 7

Rama Ramachandran (ramachandran@aipcapital.com)

From: Mark Robbins
Sent: Monday, March 24, 2008 9:33 AM
To: Rama Ramachandran (ramachandran@aipcapital.com)
Cc: Kim Haskins
Subject: RE: test

Rama -

Kim just sold Alison's car this morning for \$64,000. Land Rover gave her a check, but it takes 3 days to clear (Kim, please confirm 3 days?). We need to absolutely fund approximately \$64,885 today. We have \$28,000 in the account. Would you mind sending AIP \$40K today and Kim can wire you the \$40K back on Wednesday. This would really help us out and Kim will make sure you get the \$40K back on Wednesday. Let me know if that's a possibility?

Mark

Exhibit 8

FIDELITY BROKERAGE SERVICES LLC
P.O. BOX 145421
CINCINNATI, OH 45250-5421



0115
RAMA P RAMACHANDRAN
1200 SACRAMENTO ST APT 303
SAN FRANCISCO CA 94108-1940

Transaction Confirmation

Fidelity Account Number: 2308
Transaction Reference Number: 4201

We are writing to confirm a recent bank wire disbursement from your account. Please review this information carefully and if you have any questions or believe that this transaction was processed in error, please call 800-544-6666.

Date of Transaction: March 24, 2008
Bank Wire Amount: \$40,000.00
Bank Name: WELLS FARGO BANK, NA
Bank Routing Number: XXXXX0248
For Credit to: AMERICAN INSTITUTIONAL PARTNER
Bank Account Number: XXXXXXXXXXXX

Fidelity Brokerage Services LLC, Members NYSE, SIPC

Exhibit 9

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement ("Agreement") is made and effective this 2nd day of May, 2005, by and between AMERICAN INSTITUTIONAL PARTNERS, LLC, a Delaware limited liability company, and RAMA RAMACHANDRAN ("Executive").

NOW, THEREFORE, the parties hereto agree as follows:

1. Employment. Company hereby agrees to initially employ Executive as its Vice President of Structured Products Group, and Executive hereby accepts such employment in accordance with the terms of this Agreement and the terms of employment applicable to regular employees of the Company. In the event of any conflict or ambiguity between the terms of this Agreement and terms of employment applicable to regular employees, the terms of this Agreement shall control. Election or appointment of Executive to another office or position, regardless of whether such office or position is inferior to Executive's initial office or position, shall not be a breach of this Agreement.

2. Duties of Executive. The duties of Executive shall include the performance of all of the duties typical of the office held by Executive and such other duties and projects as may be assigned by a superior officer of the Company, if any, or the board of directors of the Company. Executive shall devote his entire productive time, ability and attention to the business of the Company and shall perform all duties in a professional, ethical and businesslike manner. Executive will not, during the term of this Agreement, directly or indirectly engage in any other business, either as an employee, employer, consultant, principal, officer, director, advisor, or in any other capacity, either with or without cooperation, without the prior written consent of Company.

3. Compensation. Executive will be paid compensation during this Agreement as follows:

A. A base salary of \$100,000.00 per year, payable in installments according to the Company's regular payroll schedule. As of November 1, 2005, the base salary shall be increased to \$120,000.00, provided Executive has completed all assignments to that date, and is deemed to be effective in the position by the board of directors. Thereafter, the base salary may be adjusted at the end of each year of employment at the discretion of the board of directors.

B. An incentive bonus equal to a minimum of three percent (3%) of the contribution (defined as revenue less all direct expenses including but not limited to salaries, legal, underwriting, rating agencies, travel, etc.) of the structuring group. An additional seven percent (7%) of the contribution, along with other partnership and/or corporate expenses, will be quantified and deducted from the contribution to be used to pay others in the structuring effort but may, at the sole discretion of the board of directors, be paid to Executive as additional bonus. Bonuses will be paid within two weeks of the end of each fiscal year.

4. Benefits.

A. Holidays. Executive will be entitled to at least eight (8) paid holidays each calendar year. Company will notify Executive on or about the beginning of each calendar year with respect to the holiday schedule for the coming year. Such holidays must be taken during the calendar year and cannot be carried forward into the next year.

B. Vacation. During the first two (2) years of employment, Executive shall be entitled to fifteen (15) paid vacation days (based upon an estimated accrual of 9.375 hours per month). Thereafter, paid vacation days shall increase according to the Company's standard Vacation Schedule.

C. Sick Leave. Executive shall be entitled to sick leave and emergency leave according to the regular policies and procedures of Company. Additional sick leave or emergency leave over and above paid leave provided by the Company, if any, shall be unpaid and shall be granted at the discretion of the board of directors.

D. Medical and Group Life Insurance. Company agrees to include Executive in group medical and hospital plans of the Company, as such become available, at a charge to Executive which is in accordance with the portion of premiums paid by other employees. If no such group plans are available, Company agrees to pay such portion of the premium for Executive's personal or COBRA insurance coverage. As of the date of this Agreement, no Group Life Insurance coverage is available to employees of the Company. Executive shall be responsible for payment of any federal or state income tax imposed upon these benefits.

E. Pension and Profit Sharing Plans. Executive shall be entitled to participate in any pension or profit sharing plan or other type of plan that may be adopted by Company for the benefit of its employees.

F. Expense Reimbursement. Executive shall be entitled to reimbursement for all reasonable expenses, including travel and entertainment, incurred by Executive in the performance of Executive's duties. Executive will maintain records and written receipts as required by the Company policy and reasonably requested by the board of directors to substantiate such expenses.

5. Term and Termination.

A. The Initial Term of this Agreement shall commence on May 1, 2005 and shall continue until terminated by Company or Executive. All employees of the Company are considered "at will" employees, which means either the employee or the Company may terminate the employment relationship, for any reason or for no reason. This Agreement and Executive's employment may be terminated at Company's discretion during the term of employment, provided that Executive shall be paid severance pay of Executive's then applicable base salary. In the event of such a discretionary termination, Executive shall not be entitled to receive any incentive salary payment or any other compensation then in effect, prorated or otherwise.

B. This Agreement may be terminated by Executive at Executive's discretion by providing at least thirty (30) days prior written notice to Company. In the event of termination by Executive pursuant to this subsection, Company may immediately relieve Executive of all duties and immediately terminate this Agreement, provided that Company shall pay Executive at the then applicable base salary rate to the termination date included in Executive's original termination notice.

C. In the event that Executive is in breach of any material obligations owed Company in this Agreement, habitually neglects the duties to be performed under this Agreement, engages in any conduct which is dishonest, damages the reputation or standing of the Company, or is convicted of any criminal act or engages in any act of moral turpitude, then Company may terminate this Agreement upon five (5) days notice to Executive. In event of termination of the Agreement pursuant to this subsection, Executive shall be paid only at the then applicable base salary rate up to and including the date of termination. Executive shall not be paid any incentive salary payments or other compensation, present or otherwise.

D. In the event Company is acquired, or is the non-surviving party in a merger, or sells all or substantially all of its assets, this Agreement shall not be terminated and Company agrees to use its best efforts to ensure that the transferee or surviving company is bound by the provisions of this Agreement.

6. Notices. Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Company: American Institutional Partners, LLC
155 North 400 West, Suite 150
Salt Lake City, Utah 84105

If to Executive: Rama Ramachandran
1200 SACRAMENTO ST. #305
SAN FRANCISCO, CA 94108

7. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

9. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

10. No Assignment. Neither this Agreement nor any interest in this Agreement may be assigned by Executive without the prior express written approval of the Company, which may be withheld by Company at Company's absolute discretion.

11. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Arbitration. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Salt Lake City, Utah, or such other place as may be mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrators' expenses and administrative fees of arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Company
American Institutional Partners, LLC
a Delaware limited liability company

Executive:

By 
Manager Member


Rama Ramachandran

Exhibit 10

Rama Ramachandran (ramachandran@aipcapiatl.com)

From: Mark Robbins
Sent: Tuesday, February 19, 2008 1:47 PM
To: Kim Haskins; Rama Ramachandran; James Parker (jparker@aipcapiatl.com); Mary Chamberlain; Natalie Wilson (nwilson@aipcapiatl.com)
Subject: pay checks

To all;

Thank you for being understanding on the paychecks. As you know, things are in a complete cluster fuck right now. I will have cashier checks for everybody tomorrow morning for all pay periods through the end of Feb.. This will allow me to get financials caught up and organized by then. Thanks again.

Mark