UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

PALM BEACH FINANCE PARTNERS, L.P.,
PALM BEACH FINANCE II, L.P.,

Debtors.
_____/

Chapter 11

Case No.: 09-36379-PGH
Case No.: 09-36396-PGH
(Jointly Administered)

LIQUIDATING TRUSTEE'S APPLICATION TO EMPLOY IRA H. HOLT, JR., AND ANALYTIC FOCUS, LLC, *NUNC PRO TUNC* TO SEPTEMBER 10, 2014

Barry E. Mukamal, in his capacity as liquidating trustee ("***Liquidating Trustee***") of the Palm Beach Finance Partners Liquidating Trust and Palm Beach Finance II Liquidating Trust, by and through undersigned counsel and pursuant to 11 U.S.C. § 327(a) and *Fed. R. Bank. P.* 2014(a), respectfully requests that this Court enter an Order, authorizing the employment of Ira H. Holt, Jr., ("***Mr. Holt***") and the firm of Analytic Focus, LLC ("***Analytic***," and collectively with Mr. Holt, the "***Applicant***"), *nunc pro tunc* to September 10, 2014. In support, the Liquidating Trustee states as follows:

1. On November 30, 2009, the Debtors filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code [ECF No. 1]. By subsequent Order of this Court, the cases are jointly administered.

2. On January 28, 2010, the Court entered the Agreed Order Directing Appointment of Chapter 11 Trustee and Denying United States Trustee's Motion to Convert Cases to Cases under Chapter 7 [ECF No. 100].

3. On January 29, 2010, the United States Trustee appointed the Liquidating Trustee as Chapter 11 Trustee in both of the Debtors' estates [ECF No. 107].

LAW OFFICES OF MELAND RUSSIN & BUDWICK, P.A.
3200 SOUTHEAST FINANCIAL CENTER, 200 SOUTH BISCAYNE BOULEVARD, MIAMI, FLORIDA 33131 • TELEPHONE (305) 358-6363

4. The Liquidating Trustee is the Liquidating Trustee by virtue of this Court's Order Confirming Second Amended Joint Plan of Liquidation dated October 21, 2010 [ECF No. 444].

5. The Liquidating Trustee desires to employ the Applicant as an expert, *nunc pro tunc* to September 10, 2014. Mr. Holt is the Director of Financial Services Consulting for Analytic.

6. The Liquidating Trustee believes that the Applicant is qualified to advise the Liquidating Trustee on certain banking, lending and financing-related items. In support, attached as Exhibit 1 is Mr. Holt's curriculum vitae.

7. The Applicant will assist the Liquidating Trustee in an objective and independent evaluation of issues relating to certain banking, lending and financing-related items, as well as other related or similar analyses that the Liquidating Trustee may request. This will include expert consulting services, and may include expert testifying services, in contested matters or one or more adversary proceedings commenced by the Liquidating Trustee.

8. Attached as Exhibit 2 is the expert engagement agreement ("***Engagement Agreement***") between the Applicant and the Liquidating Trustee. As set forth therein, Mr. Holt's hourly rate for this engagement is $525 per hour. The rates for other Analytic personnel are also identified in the Engagement Agreement.

9. To the best of the Liquidating Trustee's knowledge, the Applicant does not (i) have any connection with the Debtors or the Debtors' estates; or (ii) represent any interest adverse to the Liquidating Trustee, the Debtors or the Debtors' estates.

10. Attached as Exhibit 3 is Mr. Holt's fully executed and notarized affidavit, executed on behalf of him personally, demonstrating that he is disinterested as required by 11 U.S.C. § 327(a) and a verified statement as required under *Fed. R. Bank. P.* 2014.

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11. Attached as Exhibit 4 is Adrian Cowan's, Operating Member of Analytic, fully executed and notarized affidavit, executed on behalf of Analytic, demonstrating that Analytic is disinterested as required by 11 U.S.C. § 327(a) and a verified statement as required under *Fed. R. Bank. P.* 2014.

12. The Liquidating Trustee believes that the employment of the Applicant is in the best interest of the Debtors' estates and their creditors.

13. Article 7.1.11 of the Plan states, among other things, that professionals retained shall: (i) be entitled to monthly interim compensation for fees and expenses incurred and; (ii) professionals shall, no less frequently than once every four (4) months, submit applications to the Bankruptcy Court for final approval of same.

14. Article 1.76 of the Plan, entitled "Pro Rata Allocation Formula", provides for a *pro rata* allocation formula supporting an 18% / 82% allocation between the PBF and PBF II estates, respectively, based upon the total assets of each entity. The Trustee believes that this formula is the proper methodology to allocate certain fees and expenses between the two estates.

WHEREFORE, the Liquidating Trustee respectfully requests the Court enter an Order (similar in form to the attached Exhibit 5) (i) authorizing the retention of the Applicant, *nunc pro tunc* to September 10, 2014, as his expert upon the terms and conditions set forth above; and (ii) for all other relief this Court deems just and proper.

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3200 SOUTHEAST FINANCIAL CENTER, 200 SOUTH BISCAYNE BOULEVARD, MIAMI, FLORIDA 33131 • TELEPHONE (305) 358-6363

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on September 16, 2014, via the Court's Notice of Electronic Filing upon the Registered Users listed on the attached Exhibit 6 and via U.S. Mail to those parties listed on the attached Composite Exhibit 7.[1]

s/ Solomon B. Genet
Solomon B. Genet, Esquire
Florida Bar No. 617911
sgenet@melandrussin.com
MELAND RUSSIN & BUDWICK, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Telecopy: (305) 358-1221

Attorneys for Liquidating Trustee

[1] "NEF" means that service was made by Notice of Electronic Filing as set forth on Exhibit 6 and is not being additionally served by mail.

"DUP" means that the address appears more than once on this exhibit and is only being served one time by mail.

"INC" means that the Matrix contains an incomplete addresses; hence, no service by mail.

"NNR" means no notice is required. Examples are professionals retained.

"ADDL" means these additional parties served as a courtesy. *See* Exhibit 8.

Curriculum Vitae

IRA H. HOLT, Jr.

ANALYTIC FOCUS LLC

KEY QUALIFICATIONS

Ira H. Holt, Jr. is Director of Financial Services Consulting of ANALYTIC FOCUS, LLC. Mr. Holt is a finance executive with more than twenty-five years of experience in the banking industry. His experience includes:

- Underwriting and loan review
- Loan valuation
- New loan product development
- Asset-Based Lending
- Lending policy and procedures
- Risk measurement and management
- Commercial and Residential Mortgage Lending

PROFESSIONAL EXPERIENCE

SILVERTON BANK, NA, *Birmingham, Alabama* **2009 – 2009**
($4.1 Billion National Correspondent Bank)

SVP / Regional Lending Executive– Alabama, Arkansas, Louisiana & Mississippi
Responsible for managing commercial loan and lending activities for the Southeast Region. Reviewed and recommended the Region's lending objectives and procedures. Responsible for soliciting, developing, and servicing a wide variety of commercial loans and lines of credit. Engaged primarily in loan management within the Region. Made decisions on loans at the highest lending limits. Responsible for complete credit analysis/credit worthiness for the loan approval process.

- Responsible for originating, underwriting and servicing a $652 million loan portfolio including commercial real estate loans, Bank Holding Company loans, warehouse lines, and stock purchase loans.
- Managed a seven-person team of Regional Lenders, Commercial Loan Underwriters, and a Loan Documentation Specialist.
- Established and negotiated the terms under which to extend credit including pricing, costs repayment method and schedule, and collateral requirements.

RBC BANK (f/k/a FIRST AMERICAN BANK), ***Trussville, Alabama*** **2006 – 2009**
($33 Billion Southeastern Regional Commercial Bank, wholly owned subsidiary of Royal Bank of Canada)

President – Trussville
Provided financial services and expertise in consumer, business banking, commercial, and real estate financial solutions. Responsible for cultivating relationships with key clients, key prospects and Centers of Influence in the Trussville, northeast Birmingham, and southwest St. Clair County area acting as the lead sales development banker for target industries/customers as established by the market.

- Created and oversaw financial center including mortgage retail branch.
- Underwrote and serviced loans and supervised underwriting personnel.

SUPERIOR BANK (f/k/a THE BANK), Gadsden, Alabama **2001 – 2006**
($1.6 Billion Southeastern Regional Commercial Bank)

President & CEO – Etowah and Marshall Counties ***2002 – 2006***
Responsible for all aspects of Retail/Commercial banking for two counties while developing short and long term strategic planning goals for the region, working closely with top management to implement change, communicating corporate goals and objectives, and being a leader in the community. Managed Mortgage Division and personally oversaw a $40 million loan portfolio.

Executive Vice President – Senior Lender North Alabama ***2001 – 2002***
Responsible for the full range of consumer and commercial loan underwriting and servicing for North Alabama:

- Oversaw the North Alabama region's loan underwriting and presentation of loan approval forms to Senior Loan Committees.
- Underwrote and serviced loans and supervised underwriting personnel.
- Ensured adherence to credit policies and management of the proper credit risk ratings of the bank's loan portfolio.
- Administered and managed the day-to-day operations of the bank's credit department.

NATIONAL AUCTION GROUP, INC.: ***Gadsden, Alabama*** **2000 – 2001**
(International real estate marketing company)

Senior Vice President – Marketing & Sales
Senior executive responsible for managing the national marketing and sales of the company's real estate marketing services.

COLONIAL BANK: Gadsden, Alabama **1997 – 2000**
($10 Billion Southeastern Regional Commercial Bank)

County President – Etowah County
Relocated and established a new county bank in Gadsden, Alabama. Responsible for creating a new business plan, generating and overseeing underwriting and servicing of new loan portfolio, providing leadership and strategic direction.

SOUTHTRUST BANK: Birmingham, Alabama **1985 – 1997**
($32 Billion Southeastern Regional Commercial Bank)

Group Vice President – Medical Banking ***1995 – 1997***
Researched and analyzed local medical markets and identified needs of health care campuses and health care professionals. Initiated and implemented marketing and strategic plans, creating a new department to serve those needs.

Vice President – Private Banking ***1992 – 1995***
Responsible for the establishment of a Private Banking satellite office in Mountain Brook, Alabama:

Assistant Vice President – Retail Division ***1985 – 1992***

Managed several mortgage loan retail branches. Underwrote and serviced loans.

EDUCATION

GRADUATE DEGREE IN RETAIL BANK MANAGEMENT
University of Virginia, Charlottesville, VA, 1994

MPPM, Birmingham-Southern College, Birmingham, AL, 1991
Concentration in Private Management.

BS, University of Alabama, Tuscaloosa, AL, 1985
Major in Corporate Finance

PAST CERTIFICATIONS

- Series 7 General Securities Registered Representative
- Series 63 Uniform Securities Agent State of Alabama
- Alabama Life Insurance Licensure

ADVANCED COURSEWORK

- Cannon Trust School I, Cannon Financial Institute, Myrtle Beach, SC
- Employment Law, The Bank, Birmingham, AL

EXPERT ENGAGEMENT AGREEMENT

This Expert Engagement Agreement ("**Agreement**") is made and entered into as of September 10, 2014, ("**Effective Date**") by and between **Barry E. Mukamal, in his capacity as Liquidating Trustee for the Palm Beach Finance Partners Liquidating Trust and Palm Beach Finance II Liquidating Trust** with an office located c/o Solomon B. Genet, Esq., Meland Russin & Budwick, P.A., 200 S. Biscayne Blvd., Suite 3000, Miami, Florida 33131 , on behalf of itself and its Affiliates (collectively, "**Client**"), and **Analytic Focus LLC**, a limited liability company organized under the laws of the State of Alabama with its principal place of business located at 11467 Huebner Road, Suite 200, San Antonio, TX 78230 (collectively, "**Company**"). As used herein, "**Affiliate**" means any person or entity that directly or indirectly (either presently or in the future), through one or more intermediaries is controlled by or is under common control with either Client or Company, as the case may be. The Services to be provided by Company's personnel hereunder may be made available for use by one or more Client Affiliates, and Company shall be entitled to rely on instructions or information received from any Client Affiliates to the same extent as if such instructions or information had been received directly from Client.

Company and Client desire to have Company perform services for Client, subject to and in accordance with the terms and conditions of this Agreement, as well as subject to approval by the United States Bankruptcy Court for the Southern District of Florida ("**Bankruptcy Court**") in the jointly administered bankruptcy cases of *In re Palm Beach Finance Partners, L.P.* and *In re Palm Beach Finance II, L.P.*, Case Nos. 09-36379-BKC-PGH and 09-36396-BKC-PGH, respectively ("***Bankruptcy Cases***").

NOW, THEREFORE, the parties agree as follows:

1. SERVICES

1.1. Performance of Services. Client may from time to time engage Company to provide services by entering into one or more statements of work (each statement of work hereunder shall be referred to as an "**SOW**"). Pursuant to each SOW, Company will provide consulting and expert services in connection with a matter under investigation, arbitration, or litigation (the "**Services**"). The initial SOW as agreed upon by the Parties is attached hereto as **Exhibit A**. Company shall not commence the provision of, and Client shall not be required to pay for, any Services unless and until an SOW has been completed and signed by the parties' authorized representatives.

1.2. Changes to Services. Client may submit to Company written requests to change the scope of Services described in an SOW or add new SOW's to this Agreement (each such request, a "***Change Order Request***"). An SOW will be modified or added to this Agreement upon mutual written consent of the Parties.

1.3. Client Responsibilities. Client will make available to Company any data, information and any other materials required by Company to perform the Services, including, but not limited to, any data, information or materials specifically identified by Company or described in an SOW (collectively, "***Client Materials***"). Client will be responsible for ensuring that all such Client Materials are accurate and complete.

1.4. Relationship of the Parties. Company is performing the Services as an independent contractor, is not an employee, agent, joint venture or partner of Client, and has no authority to bind Client by contract or otherwise. Company acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Client makes available to its employees. Company is solely responsible for all taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between Company and its personnel and the performance of Services by such personnel.

2. PAYMENT

2.1. Fees and Expenses. For Company's performance of Services, Client will pay Company fees

calculated in accordance with the terms set forth in each SOW. In addition, Client will reimburse Company for all reasonable and customary travel, lodging and other related expenses incurred by Company or its personnel in connection with the performance of Services. At Client's request, Company will provide Client with receipts and other documentation for all such expenses.

2.2. Payment Terms. All Services will be billed by Company on a monthly basis or at the completion of the Services, whichever is sooner. All invoices are due and payable upon receipt. Client will pay each such invoice no later than thirty (30) calendar days from the date of the invoice. The amount of any invoice(s) not paid within such thirty (30) day period will accrue interest at the rate of one and one-half percent (1.5 %) per month or the maximum amount permitted by law, whichever is lower. In addition to interest charges, the Company reserves the right to withhold all reports and other deliverables for non-payment of Services by Client. The Company is under no further obligation to provide Services as reflected in an SOW if payment is not received within sixty (60) calendar days from the date of the invoice. Notwithstanding the above, in order to eliminate conflicts of interest, all invoices are required to be paid in full prior to the delivery of final expert reports or deposition. Payment of all invoices referenced herein are subject to Bankruptcy Court approval and shall be made in accordance with the terms of Section 7.1.11 of the Second Amended Joint Plan of Liquidation, the Bankruptcy Code and Rules, and the Orders entered in the Bankruptcy Cases.

3. **OWNERSHIP.** Subject to Client's rights in the Client Materials, Company will exclusively own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or developed by Company or its personnel in connection with performing Services (collectively "***Company Materials***"), including all worldwide patent rights (including patent applications and disclosures), copyright rights, moral rights, trade secret rights, know-how and any other intellectual property rights therein. Client will have no rights in the Company Materials except as expressly agreed to in writing by the parties. Nothing in this Agreement will be deemed to restrict or limit Company's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Company complies with its obligations under Section 4 with respect to Client Confidential Information.

4. **CONFIDENTIAL INFORMATION**

4.1. Confidential Information. "***Confidential Information***" means: (i) Client Materials and Company Materials; and (ii) any business or technical information of Company or Client that is designated by a party as "confidential" or "proprietary" at the time of disclosure or due to its nature or under the circumstances of its disclosure the party receiving such information knows or has reason to know should be treated as confidential or proprietary. .

4.2. Exclusions. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (iv) is rightfully received by the receiving party from a third party without restriction on use or disclosure; or (v) is disclosed with the prior written approval of the disclosing party.

4.3. Use and Disclosure Restrictions. Each party will employ all reasonable steps to protect the other party's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. In furtherance thereof, prior to receiving any Confidential Information or documents, Company will cause all personnel who might come into contact with such Confidential Information or documents to execute any applicable confidentiality affidavit, agreement or acknowledgment required by any governing protective order entered in any adversary proceeding in the Bankruptcy Cases. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (ii) to its legal or financial advisors; (iii) as required under applicable securities regulations; and (iv) subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

5. **WARRANTY**

5.1. Services Limited Warranty. Company warrants that the Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This limited warranty will be in effect for a period of thirty (30) days from the completion of any Services. As Client's sole and exclusive remedy and Company's entire

liability for any breach of the foregoing warranty, Company will, at its sole option and expense, promptly re-perform any Services that fail to meet this limited warranty or refund to Client the fees paid for the non-conforming Services.

5.2. Warranty Disclaimers. THE EXPRESS WARRANTIES IN SECTION 5.1 ARE IN LIEU OF, AND COMPANY DISCLAIMS, ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

6. TERM AND TERMINATION

6.1. Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as Company is performing the Services.

6.2. Termination. Each party will have the right to terminate this agreement for any reason or no reason upon thirty (30) calendar day written notice to the other party. Additionally, each party will have the right to terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of written notice thereof.

6.3. Effect of Termination. Upon the expiration or termination of this Agreement: (i) Company will promptly return to Client all Client Materials; (ii) each party will promptly return to the other party all Confidential Information of the other party in its possession or control; and (iii) Client will, within thirty (30) days after receipt of Company's invoice, pay all accrued and unpaid fees and expenses.

6.4. Survival. The rights and obligations of the parties contained in Sections 2, 3, 4, 5.1, 5.2, 6.3, 6.4, 7, and 8 will survive the expiration or termination of this Agreement.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED BY COMPANY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO COMPANY BY CLIENT HEREUNDER.

8. GENERAL PROVISIONS

8.1. Assignment. Company may not assign this Agreement without Client's prior written consent including any required bankruptcy court approval, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

8.2. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Florida, excluding its body of law controlling conflicts of law.

8.3. Notices. All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

8.4. Waiver. The waiver of any breach or default of any provision of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

8.5. Entire Agreement. This Agreement constitutes the entire and exclusive agreement of the parties regarding its subject matter and supersedes any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified or any rights under it waived by a written document executed by both parties.

8.6. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

8.7. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to causes beyond its reasonable control, including, but not

limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.

8.8. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Barry E. Mukamal, as Liquidating Trustee

By: _____

Print Name: Barry E. Mukamal

Title: Liquidating Trustee

Date: _____

Analytic Focus, LLC

By: _____

Print Name: Charles D. Cowan

Title: Managing Member

Date: _____

EXHIBIT A

STATEMENT OF WORK NO. 1

This Statement of Work No. 1 ("SOW1") is made and entered into this 10th day of September, 2014 (the "SOW Effective Date"), by and between Barry E. Mukamal, in his capacity as Liquidating Trustee for the Palm Beach Finance Partners Liquidating Trust and Palm Beach Finance II Liquidating Trust ("Client"), and Analytic Focus, LLC ("Company") pursuant to and incorporated by this reference into that certain Expert Engagement Agreement (the "Agreement"), effective as of September 10, 2014, by and between Company and Client.

Capitalized terms not otherwise defined in this SOW shall have the same meaning as terms defined and capitalized in the Agreement.

In the event of any conflict or inconsistency between the terms and conditions of this SOW and those set forth in the Agreement, the terms and conditions of the Agreement shall take precedence, prevail, and control, unless the relevant section of this SOW expressly cites and sets aside a conflicting provision of the Agreement.

1. **Services**

   Company will provide expert services to Client with regard to the jointly administered bankruptcy cases of *In re Palm Beach Finance Partners, L.P.* and *In re Palm Beach Finance II, L.P.*, Case Nos. 09-36379-BKC-PGH and 09-36396-BKC-PGH, respectively, including certain related adversary proceedings.

   The services contemplated to be provided by Company under this SOW include, but are not limited to, the following:

   - Provide document analysis, research, data analysis, and advisory services to Client.
   - Prepare expert reports for submission to court.
   - Provide rebuttal reports of others expert reports.
   - Prepare analysis or forensic review of documents at the request of Client.
   - Ira Holt, Jr. may be deposed in relation to expert reports delivered and may be requested to testify at trial.

2. **Staffing, Fees, Billing and Timing**

   All work will be billed at rates presented below. The actual amount we will bill our client will equal the product of the hours actually spent (including initial reviews of documents) multiplied by the hourly fees set forth below for the professional staff members who did the work.

   Out-of-pocket expenses, including travel, lodging, meals, and courier charges will be billed separately and are in addition to the hourly fees. Invoices are submitted monthly, and are due upon receipt. A non-refundable retainer is required to start work.

   Our fee is not contingent upon the final results of the engagement and we cannot and do not warrant or predict final results or final development.

EXHIBIT A (Continued)

Hourly Rates

Personnel	Hourly Rate	Personnel	Hourly Rate
Jacqui M. Peace Managing Director, Risk Management Services	$525	Ira H. Holt, Jr. Director, Financial Services Consulting	$525
Senior Research Associate	$325	Supervisory Programmer	$295
Research Associate	$225	Senior Programmer	$255
Research Analyst	$125	Programmer	$195
Supervisory Underwriter	$245	Junior Analyst / Librarian	$95
Senior Underwriter	$185	Senior Clerical	$65
Underwriter	$125	Clerical	$45

Barry E. Mukamal, as Liquidating Trustee

By: _____

Print Name: Barry E. Mukamal

Title: Liquidating Trustee

Date: _____

Analytic Focus, LLC

By: _____

Print Name: Charles D. Cowan

Title: Managing Member

Date: _____

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:	Chapter 11
PALM BEACH FINANCE PARTNERS, L.P., PALM BEACH FINANCE II, L.P., Debtors. _____/	Case No.: 09-36379-PGH Case No.: 09-36396-PGH (Jointly Administered)

AFFIDAVIT OF IRA H. HOLT, JR.

STATE OF ALABAMA)
) ss:
COUNTY OF SHELBY)

Ira H. Holt, Jr., being duly sworn, says:

1. I am over the age of eighteen and of sound mind.

2. I am the Director of Financial Services Consulting of the firm of Analytic Focus, LLC, with principal offices located at 11467 Huebner Road, Suite #200, San Antonio, TX 78230.

3. I do not represent any interest adverse to the Liquidating Trustee, the Liquidating Trusts, the Debtors or their estates with respect to the matters for which I am to be employed. Further, I am "disinterested" as that term is used in 11 U.S.C. § 327(a).

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4. Except for the performance of services for the Liquidating Trustee, I do not and will not represent any other entity in connection with this case, and I will not accept any fee from any other party or parties in this case in connection with my work in the instant case.

FURTHER AFFIANT SAYETH NAUGHT.

IRA H. HOLT, JR.

Sworn to and Subscribed before me
SEPTEMBER 10, 2014:

Notary Public, State of Alabama

My Commission Expires: 5-24-2016

RAY A. WHITE NOTARY My Commission Expires 05/24/2016 ALABAMA STATE AT LARGE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:	Chapter 11
PALM BEACH FINANCE PARTNERS, L.P., PALM BEACH FINANCE II, L.P.,	Case No.: 09-36379-PGH Case No.: 09-36396-PGH (Jointly Administered)
Debtors.	

_____/

AFFIDAVIT OF ADRIAN M. COWAN

STATE OF TEXAS)
) ss:
COUNTY OF BEXAR)

Adrian M. Cowan, being duly sworn, says:

1. I am over the age of eighteen and of sound mind.

2. I am the Operating Member of the firm of Analytic Focus, LLC, with principal offices located at 11467 Huebner Road, Suite #200, San Antonio, TX 78230 ("***Firm***").

3. Neither I nor the Firm represents any interest adverse to the Liquidating Trustee, the Liquidating Trusts, the Debtors or their estates with respect to the matters for which I am to be employed. Further, I am "disinterested" as that term is used in 11 U.S.C. § 327(a).

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4. Except for the performance of services for the Liquidating Trustee, neither I nor the Firm has or will represent any other entity in connection with this case, and neither I nor the Firm will accept any fee from any other party or parties in this case in connection with the Firm's work in the instant case.

FURTHER AFFIANT SAYETH NAUGHT.

ADRIAN M. COWAN

Sworn to and Subscribed before me
September 10, 2014:

Jennifer M. Reeves
Notary Public, State of Texas

My Commission Expires: June 5, 2016

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
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In re:	Chapter 11
PALM BEACH FINANCE PARTNERS, L.P., PAL BEACH FINANCE II, L.P.,	Case No.: 09-36379-PGH Case No.: 09-36396-PGH (Jointly Administered)
Debtors. _____/	

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF IRA H. HOLT, JR., AND ANALYTIC FOCUS, LLC, *NUNC PRO TUNC* TO SEPTEMBER 10, 2014

THIS CAUSE came before the Court on _____ at _____ upon the Liquidating Trustee's *Application to Employ Ira H. Holt, Jr., and Analytic Focus, LLC* ("***Applicant***"), *Nunc Pro Tunc to September 10, 2014* [ECF No. ____] ("***Application***"). Upon the representations that the Applicant (i) is duly qualified, (ii) holds no interest adverse to the Liquidating Trustee or the Debtors' estates in the matters upon which the Applicant is engaged, (iii) is disinterested as required by 11 U.S.C. § 327(a), (iv) has disclosed any connections with parties set forth in *Fed.*

R. Bankr. P. 2014, and (v) the Applicant's employment is necessary and would be in the best interests of the Debtors' estates and their creditors, it is

ORDERED as follows:

1. The Application is **GRANTED,** *nunc pro tunc* to September 10, 2014.

2. The Liquidating Trustee is authorized to retain the Applicant as a consultant (expert) pursuant to 11 U.S.C. §§ 327, 330 and 331, and the terms set forth in the Application.

3. The Applicant is entitled to monthly interim compensation for fees and expenses incurred and shall, no less frequently than once every four (4) months, submit applications to the Bankruptcy Court for final approval of same.

4. The "Pro Rata Allocation Formula" is the proper methodology to allocate Applicant's fees and expenses between the two estates.

###

Submitted By:

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Copies Furnished To:
Attorney Solomon B. Genet is directed to serve copies of this Order on all parties in interest and to file a Certificate of Service.

Mailing Information for Case 09-36379-PGH

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