

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

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.

**LIQUIDATING TRUSTEE'S APPLICATION TO EMPLOY
KEVIN O'HALLORAN NUNC PRO TUNC TO MARCH 19, 2014**

Barry E. Mukamal, in his capacity as liquidating trustee (the "*Liquidating Trustee*") for 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 an Order of the Court, *nunc pro tunc* to March 19, 2014, authorizing the employment of Kevin O'Halloran (the "*Applicant*"). 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].

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 a consultant (expert), *nunc pro tunc* to March 19, 2014. The Applicant has been appointed as a receiver in both federal and state courts, and has also been appointed as Chapter 11 Trustee in a number of Chapter 11 cases and as a Liquidator in the Grand Cayman Islands.

6. The Liquidating Trustee believes that the Applicant is qualified to advise the Liquidating Trustee on certain issues relating to damages and collections calculations related to avoidance actions, professional malpractice and related items. In support, the Applicant's resume is attached as Exhibit 1.

7. The Applicant will assist the Liquidating Trustee in an objective and independent evaluation of certain issues relating to damages and collections calculations related to avoidance actions, professional malpractice, as well as any other related or similar analyses and tasks that the Liquidating Trustee may request. This will include consulting services, and may include expert testifying services, in contested matters or one or more adversary proceedings commenced by the Liquidating Trustee.

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

9. Attached as Exhibit 2 is Mr. O'Halloran's fully executed and notarized affidavit 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*.

10. Attached as Exhibit 3 is the Consulting Expert Agreement between undersigned counsel and the Applicant (the “*Agreement*”). As more specifically set forth therein, the Applicant will provide services at an hourly rate of \$400.00 per hour.

11. The Liquidating Trustee believes that the employment of the Applicant is in the best interests of the Debtors’ estates and their creditors.

12. 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.

13. 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 (substantially similar in form to the attached Exhibit 4) (i) authorizing the retention of the Applicant, *nunc pro tunc* to March 19, 2014, as his expert upon the terms and conditions set forth above; and (ii) for all other relief this Court deems just and proper.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that, on April 18, 2014, a true and correct copy of the foregoing was served via the Court's Notice of Electronic Filing upon all Registered Users on the list attached as Exhibit 5 and was mailed via U.S. Regular Mail to all parties on the list attached as Exhibit 6.

s/ James C. Moon
James C. Moon, Esquire
Florida Bar No. 938211
jmoon@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

KEVIN O'HALLORAN

Kevin O'Halloran has a Masters in Management (MBA) from MIT Sloan School of Management, a BA in Economics, Math and Politics from University College Dublin, Ireland, and is a graduate of the EC Executive Training Program in Japan. He has lived and worked for extensive periods in Asia and Europe.

Mr. O'Halloran specializes in corporate restructurings, acquisitions/sales and due diligence, implementation and/or monitoring of Bankruptcy Plans and settlements, and has worked with a number of companies across a range of real estate, finance, service and manufacturing industries, both public and private, through reorganization and liquidation programs. He has been appointed as a Receiver in the Federal District Courts, as well as by State Courts, in Alabama, Colorado, Georgia, Missouri, North Carolina, Pennsylvania and Tennessee, and as a Liquidator by the Grand Court of the Cayman Islands. In addition, he has been appointed as Chapter 11 Trustee, Examiner, as well as Plan Trustee and Liquidating Agent for a number of Chapter 11 cases by the Federal Bankruptcy Courts in Alabama, Arizona, Florida, Georgia, Tennessee and Virginia. Mr. O'Halloran has been retained in numerous cases by the Board, with Court approval, as Chief Restructuring Officer. Through all these cases he has been responsible for the management of corporations, significant asset sales, as well as complex litigation including professional malpractice, securities and investor rights issues. Examples of cases handled include:

Federal Court Receivership

- He was appointed Federal Receiver, by Honorable Judge William S. Duffey, Jr. of the United States District Court for the Northern District of Georgia, Atlanta Division, for AirNet Holdings, Inc. et al (an FAA certified cargo airline with over 110 small craft operating in the air-ambulance and air-cargo markets) after defaulting on their loan [Case #1:14-cv-00178-WSD]. Company is in process of returning its operations to profitability through a reorganization of its flight schedule, customer contracts and capital management.
- He was appointed Federal Receiver, by Judge Harold Murphy of the United States District Court for the Northern District of Georgia, Rome Division, for Glen Eden Wool Carpet, Inc. (an upscale and high priced carpet and rug manufacturer) after defaulting on their loan [Case #4:09-CV-0030]. As Receiver, Mr. O'Halloran was responsible for the management and ultimate sale of the business. Case was fully administered within six months.
- He was appointed Federal Receiver, by Judge Aleta Trauger of the United States District Court for the Middle District of Tennessee, Nashville Division, for Vivid Restaurant Concepts, LLC (a multi-State, high-end casual dining restaurant group) after defaulting on their loan [Case #3:08-cv-01229]. As Receiver, Mr. O'Halloran was responsible for the restructuring and ultimate sale of the business.
- He was appointed Federal Receiver, by Chief Judge Sharon Lovelace Blackburn of the United States District Court for the Northern District of Alabama, for Aslan Centerpoint, LLC, Aslan Chalkville, LLC, and Aslan Terrace, LLC (over 500 low income housing units in Birmingham) after defaulting on their loans [Case #CV-07-B-0523-S]. As Receiver, Mr. O'Halloran was responsible for the renovation and management of the asset. A consensual resolution with the subordinate lender was successfully completed.

- He was appointed Federal Receiver, by Judge Timothy C. Batten, Sr. of the United States District Court for the Northern District of Georgia, for Prophet 3H, Inc. et al [Case #06-CV-1692]. This involved an action by the Federal Trade Commission against a number of Corporate and Individual Defendants for deceptive marketing practices.
- He was appointed Federal Receiver, by Judge Howard F. Sachs of the United States District Court for the Western District of Missouri, for Duke and Long Holding Limited Partnership, et al (a chain of convenience stores and gas stations) that defaulted on their loans [Case #06-0218-CV-W-HFS, LaSalle Bank National Association, as Trustee]. As Receiver, Mr. O'Halloran was responsible for the management and ultimate sale of the assets, including real estate.
- He was appointed Federal Receiver for Stewart Related Entities, having been nominated by the Federal Trade Commission in a case with substantial litigation in State and Bankruptcy Courts. Mr. O'Halloran was responsible for numerous corporations, including Insurance Agencies, Cash Advance Stores, Rent to Own Stores, real estate holdings, etc. All businesses were sold as going concerns [Case #1:03-CV-2648-JTC, Northern District of Georgia, Atlanta Division, Chief Judge Jack T. Camp].

State Court Receivership

- He was appointed Receiver, by the Superior Court of Gwinnett County, State of Georgia, and also In The Circuit of the 18th Judicial Circuit in and for Seminole County, Florida for Heritage Golf Group, LLC et al, (a management company for golf courses and facilities). The four golf facilities (three in Georgia, one in Florida) and their assets were sold within four months [Case #13A-04806-5, Judge Karen E. Beyers and Case #2013-CA-002341, Judge Alan A. Dickey].
- He was appointed Receiver, by the Denver County District Court, City and County of Denver, State of Colorado, for Food Services Corporation (a holding company for Church's Chicken, Popeyes, Captain D's QSR's, as well as real estate). At commencement, business was seriously deficient to its creditors, including the IRS, but was initially stabilized and then improved for sale to third party acquirers [Case #2008CV1237, Judge Norman D. Haglund].
- He was appointed Receiver, by the Superior Court of Cobb County, Georgia, for Envirostar Properties, Inc. (a real estate development company) after the principals had a falling out among themselves and the company defaulted on loans to their lender [Case #07-01-0402-05, Judge Connolly Ingram]. All properties were sold.
- He was appointed Receiver, by the Superior Court Division, County of Mecklenburg, State of North Carolina, for Sandhills Foods, Inc. (a holding company for a chain of Burger King® stores that defaulted on obligations to lenders and Burger King® Corporation) [Case #07-CVS-1345, GE Capital Franchise Finance Corporation]. All stores and real estate were sold.
- He was appointed Receiver, by Judge Kenneth Nix of the Superior Court of Cobb County, Georgia, for The Price Management Company, Inc., a group of Taco Bell stores that defaulted on its loan obligations and lost its Taco Bell license. Mr. O'Halloran negotiated new licensing arrangements with Taco Bell Corporation, reopened and developed all the stores, and sold them within six months [Case #03-1-1120-35, Judge Kenneth O. Nix].

- He was appointed Receiver for the assets of Avtech Corporation d/b/a Gem City Aviation, Inc., the management company for flight operations at Cobb County Airport. Working with both creditors and Cobb County Commission personnel, he restructured the operations and completed a sale of the assets to a financially strong local buyer [Case #00-1-4686-33, Superior Court of Cobb County, Georgia, Judge James Bodiford].

Chapter 11 Trustee and Plan Trustee

- He was appointed as Plan Trustee in a bankruptcy case of medical imaging facilities located in the state of Florida [In re Axxess Medical Imaging Corporation, Case #8:09-bk-12180-CED, Middle District of Florida, Tampa Division, Judge Caryl E. Delano].
- He was appointed as Plan Trustee upon confirmation of the Plan of Liquidation for Green River Biodiesel, Inc. [Case #08-72626, Northern District of Alabama, Western Division, Judge C. Michael Stilson]. Responsible for oversight of bankruptcy related litigation that resulted in distribution in excess of 52% to unsecured creditors.
- He was appointed as Plan Trustee upon confirmation of the Plan of Liquidation for J. Gordon Gaines, Inc. [Case #06-02808, Northern District of Alabama, Southern Division, Judge Thomas B. Bennett], the management company for a publicly listed New York Stock Exchange insurance holding group that had operations in numerous states including Texas, Florida and Hawaii. The case was completed within two years and all creditors were been paid in full, with a surplus of funds available enabling a distribution to Equity.
- He was appointed as Chapter 11 Trustee of Greater Ministries International, Inc., a church organization that raised hundreds of millions of dollars from thousands of Christians throughout the U.S.A. in one of the largest Ponzi schemes ever witnessed in the United States. Mr. O'Halloran remained as the Chapter 11 Trustee Post Confirmation [Case #99-13967-8B1, Middle District of Florida, Tampa Division, previously Chief Judge Thomas Baynes, Jr., later before Judge Michael Williamson].
- He was appointed as Chapter 11 Trustee of Servco of Kentucky, LLC, and ran a 650 room Hotel and Convention Center in Kentucky. He successfully sold the complex through a targeted marketing program. All secured and trade creditors have been paid in full. Mr. O'Halloran remained as the Chapter 11 Trustee Post Confirmation [Case #99-14934-8B1, Middle District of Florida, Tampa Division, previously Chief Judge Thomas Baynes, Jr., later before Judge Michael Williamson].
- He was appointed as a Chapter 11 Trustee for Keller Financial Services of Florida, Inc. and its subsidiaries. The company had issued over \$150 million in Notes and Shares to the investing community (over 8,000 investors). He managed an extensive and successful litigation program involving claims against former management, professionals, and third parties. Mr. O'Halloran remained as the Chapter 11 Trustee Post Confirmation [Case #98-05299-8G1, Middle District of Florida, Tampa Division, Chief Judge Paul Glenn].

Examiner

- He was appointed Examiner, with special powers, in a bankruptcy case of an individual with real estate holdings and debt of approximately \$10 Million [In re Roy Michael Malone, Sr., Case #05-13813, Eastern District of Tennessee, Chattanooga Division, Judge R. Thomas Stinnett].
- He was appointed Examiner (in 2000), with special powers, in a bankruptcy case of a privately owned surgical medical facility with annual billings in excess of \$20 Million. Principal liabilities included some 50 medical malpractice claims. His report resulted in the resignation of Debtor's counsel and accountants, as well as the return of their fees and, ultimately, formed the basis for settlement between the debtor and creditors [In re Gulf Coast Orthopedic Center-Alfred O. Bonati, M.D., P.A., Case #96-14739, Middle District of Florida, Tampa Division, Judge Alexander L. Paskay].

Chief Restructuring Officer

- Having previously served as Chief Restructuring Officer, he was appointed as Plan Trustee on confirmation of the Plan in The Colonial BancGroup, Inc. (filed for Bankruptcy in August 2009). The company was owner of Colonial Bank (which was taken over by the FDIC in August 2009). Previously a NYSE listed company, now in voluntary liquidation [Case #09-32303-DHW, Middle District of Alabama, Northern Division, Judge Dwight H. Williams, Jr.].
- He was retained by The Oak Rubber Company and Oak Tennessee, Inc. as Chief Restructuring Officer after lenders and U.S. Trustee lost confidence in management shortly after the bankruptcy filing. Mr. O'Halloran's position was approved by the Court and he was charged with reorganizing the company and presenting it for sale. Manufacturing assets, including real estate, of the Companies were sold at a bankruptcy sale [Case #04-17646, Eastern District of Tennessee, Winchester Division, Judge R. Thomas Stinnett].
- He was retained by The Bradley Factor, Inc., an accounts receivable factoring business, as Chief Restructuring Officer after lender moved for appointment of a Chapter 11 Trustee. Organized orderly wind down of company's affairs through sale of portfolio to multiple parties [Case #04-15775, Eastern District of Tennessee, Chattanooga Division, Judge John Cook].
- He was retained by The Garden Companies, Inc. and NK Lawn and Garden Company as Chief Restructuring Officer after lenders, creditors and U.S. Trustee lost confidence in management shortly after the bankruptcy filing. Mr. O'Halloran's position was approved by the Court and he was charged with reorganizing the company to enable it to be sold. Assets of the Companies were sold at a bankruptcy sale [Case #04-15634, Eastern District of Tennessee, Southern Division, Judge John Cook].

Chief Executive Officer

- He was appointed as President/CEO (after the removal of the former CEO and CFO) of The Burruss Company, a corporation with \$100 million in annual sales, and managed this nine factory company through a complete restructuring and subsequent sale program of all operating facilities, including real estate. Mr. O'Halloran was also responsible for identification of litigation, and successfully managed claims against former management, professionals and insurance companies [Case #00-03234-WA1-11, Western District of Virginia, Lynchburg Division, Judge William Anderson].
- He was appointed President and Chief Executive Officer of G&W Asset Management, Inc. and G&W Financial Corporation. Both were asset based lenders that had raised over \$50 million from financial institutions and some 2,000 investors. He managed an extensive litigation claims program against former management, lenders and professionals [Case # 97-63545 and Case #97-63334, respectively, Northern District of Georgia, Atlanta Division, Judge Ray Mullins].

Additionally, Mr. O'Halloran has over ten years experience in corporate and international banking, and has worked extensively on corporate finance and acquisitions. He has also held senior management finance and corporate development positions in public companies, as well as three years experience as a consultant at a major international consulting firm.

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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.

_____ /

AFFIDAVIT OF KEVIN O'HALLORAN

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

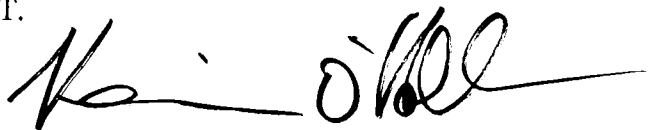
Kevin O'Halloran, being duly sworn, says:

1. I am over the age of eighteen and of sound mind.
2. I am a principal of Newbridge Management, LLC, located at 1720 Peachtree Street, Suite 425N, Atlanta, Georgia 30309 ("*Newbridge*").
3. Neither I nor Newbridge represents any interest adverse to the Liquidating Trustee, the Debtor or the estate 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).
4. Except for the performance of services for the Liquidating Trustee, I do not and will nor represent any other entity in connection with this case, and I will not accept any fee from

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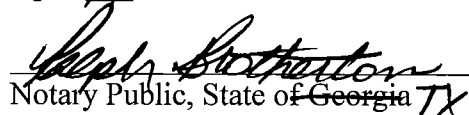
any other party or parties in this case in connection with my work in the instant case.

FURTHER AFFIANT SAYETH NAUGHT.

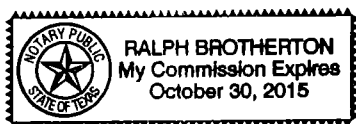


KEVIN O'HALLORAN

Sworn to and Subscribed before me
April 14, 2014


Notary Public, State of Georgia TX

My Commission Expires: 10/30/15



Kevin O'Halloran
1720 Peachtree Street, Suite 425N
Atlanta, GA 30309

CONSULTING (EXPERT) AGREEMENT

This Consulting (Expert) Witness Agreement is between and Barry E. Mukamal, in his capacity as Liquidating Trustee of the Palm Beach Finance Partners Liquidating Trust and Palm Beach Finance II Liquidating Trust (the "*Liquidating Trustee*") and Kevin O'Halloran, 1720 Peachtree Street, Suite 425N, Atlanta, GA 30309 ("*O'Halloran*"). The Liquidating Trustee and O'Halloran are sometimes collectively referred to as the "*Parties*."

1. **Agreement.** O'Halloran agrees to act as a Consultant (Expert) on behalf of the Liquidating Trustee in exchange for timely payment of his fees and expenses. The Liquidating Trustee agrees to pay O'Halloran timely for work performed under this Agreement and to reimburse O'Halloran for his reasonable expenses related to performing his obligations under this Agreement pursuant to the terms of Section 7.1.11 of the Second Amended Joint Plan of Liquidation (the "*Second Amended Plan*") [ECF No. 245] as confirmed by the Court's Order [ECF No. 444], and to provide O'Halloran with all of the necessary files and information to enable him to provide his opinion and/or advice.

2. **Responsibilities of the Parties:**

A. O'Halloran agrees to:

- Provide all computers and other office equipment necessary to generate his work product under this Agreement.
- Make himself reasonably available to confer with the Liquidating Trustee and/or his counsel regarding the matter that is the subject of this Agreement.
- Be available to testify and to be deposed regarding the matter that is the subject of this Agreement.
- Bill time worked at his current hourly rate.
- Bill travel time at his current hourly rate, from start of travel to end of travel, unless he spends a portion of his travel time on work for other clients.
- Bill all work-related expenses incurred at actual cost.
- Submit monthly bills to the Liquidating Trustee for time worked, travel time, and all work-related expenses incurred within 15 days of the end of each month.

B. The Liquidating Trustee agrees to:

- Provide O'Halloran with all documents and information reasonably necessary in order for O'Halloran to perform his required tasks under this Agreement.
- Pay all invoices submitted by O'Halloran pursuant to the terms of Section 7.1.11 of the Second Amended Plan.

Agreement between
Kevin O'Halloran and Barry Mukamal, as Liquidating Trustee
Page 2

- Pay interest at a rate of 1% per month for any unpaid invoice after 30 days from the date of emailed receipt of that invoice.
- Reimburse O'Halloran for the reasonable cost of litigation, including attorneys' fees, if O'Halloran is required to pursue collection efforts to collect unpaid invoices.

3. **O'Halloran's Current Hourly Rate.** O'Halloran's current hourly rate is \$400/hour, billed in quarter-hour increments. **Travel time is billed at O'Halloran's Current Hourly Rate;** provided, however, that should O'Halloran work on other client matters during his travel pursuant to this Agreement, he shall deduct from his travel time any time billed to other clients.

4. **Amendments.** The Parties agree that either party may, subject to the consent of the other party, seek to amend this Agreement at any time. Any modifications or amendments to this Agreement must be in writing, executed by the Parties.

5. **Effective Date.** This Agreement shall become effective *nunc pro tunc* to March 19, 2014, on the entry of an order of the Bankruptcy Court for the Southern District of Florida in Case No. 09-36379-BKC-PGH approving the retention of O'Halloran.

6. **Independent Contractor.** The relationship between O'Halloran and the Liquidating Trustee shall be that of an independent contractor and his client. The Parties agree that this Agreement is not intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. It is expressly agreed that O'Halloran and the Liquidating Trustee personnel, if any, shall not for any purpose be deemed to be an employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the other party.

7. **Termination.** The Parties agree that either party may terminate this Agreement, at any time and for any reason, upon providing thirty (30) days' written notice to the other party. The Parties Agree that, in the event of termination, O'Halloran shall immediately stop any and all work under the Agreement and shall issue an invoice to the Liquidating Trustee for time worked, travel time, and expenses incurred within 30 days of the termination. The Parties further agree that the Liquidating Trustee shall pay O'Halloran's final invoice within 30 days of receipt or as otherwise provided in section 7.1.11 of the Second Amended Plan.

8. **Term.** The Parties agree that this Agreement shall continue, without termination or need for formal renewal, until one of the Parties exercises its right to terminate under the Termination provision set forth above in paragraph 7.

9. **Notice.** Any notices required by this agreement shall be delivered to the following addresses:

Agreement between
Kevin O'Halloran and Barry Mukamal, as Liquidating Trustee
Page 3

- For the Liquidating Trustee: James C. Moon, Esq., Meland Russin & Budwick, P.A., 3200 Southeast Financial Center, 200 South Biscayne Blvd., Miami, FL 33131, with email copies to jmoon@melandrussin.com and prussin@melandrussin.com.
- For O'Halloran: Kevin O'Halloran, 1720 Peachtree Street, Suite 425N, Atlanta, GA 30309, with email copies to O'Halloran c/o kevinm@bellsouth.net.

10. Indemnification. To the extent permitted under the laws of the State of Georgia, the Parties agree to hold each other harmless from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any negligent acts of either party or party's personnel, if any, or its agents or employees whether occurring during the performance of the services under this Agreement or in the execution of the performance of any of its duties under this Agreement.

11. Venue. This Agreement and all of its terms and conditions are subject to and governed in accordance with the laws of the State of Georgia. The parties agree that proper venue for all purposes shall be in Fulton County, Georgia.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties and expresses the Parties' understanding of the agreement between O'Halloran and the Liquidating Trustee. Any prior discussions, promises, representations, and understandings, whether written or oral, relative to the subject matter of this Agreement have no further force or effect.

13. Force Majeure. Each party shall be excused from any breach of this Agreement that is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

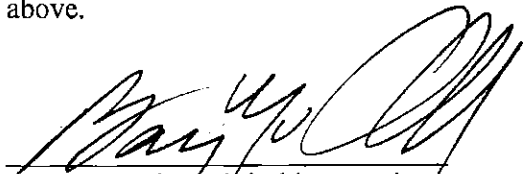
14. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

15. Severability of Provisions. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

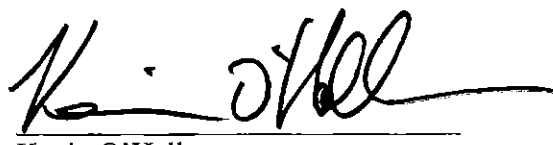
Agreement between
Kevin O'Halloran and Barry Mukamal, as Liquidating Trustee
Page 4

16. Construction of Agreement. This Agreement shall be interpreted as if it had been drafted by both parties equally.

In witness whereof, the Parties have executed this Agreement as of the Effective Date stated above.



Barry E. Mukamal, in his capacity
as Liquidating Trustee of the Palm
Beach Finance Partners Liquidating Trust
and Palm Beach Finance II Liquidating Trust



Kevin O'Halloran

By: _____
Barry E. Mukamal, Liquidating Trustee

UNITED STATES BANKRUPTCY COURT
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In re:

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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 KEVIN O'HALLORAN, NUNC PRO TUNC TO MARCH 19, 2014**

THIS CAUSE came before the Court on _____, 2014 at ___ .m. upon the Liquidating Trustee's *Application to Employ Kevin O'Halloran* (the "**Applicant**") *nunc pro tunc to March 19, 2014* [ECF No. ____] (the "**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 he is engaged, (iii) is a disinterested person 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) his 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 March 19, 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. 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:

James C. Moon, Esquire
Florida Bar No. 938211
jmoon@melandrussin.com
MELAND RUSSIN & BUDWICK, P.A.
Counsel for Liquidating Trustee
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Telefax: (305) 358-1221

Copies Furnished To:

Attorney James C. Moon 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

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- **Geoffrey S. Aaronson** gaaronson@aspalaw.com, jevans@aspalaw.com
- **Melissa Alagna** mma@segallgordich.com, jxp@segallgordich.com
- **Vincent F Alexander** vfa@kttl.com, lf@kttl.com
- **Keith T Appleby** kappleby@hwhlaw.com, lbecker@hwhlaw.com
- **Paul A Avron** pavron@bergersingerman.com, efile@bergersingerman.com
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