

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., Case No.: 09-36379-PGH
PAL BEACH FINANCE II, L.P., Case No.: 09-36396-PGH
Debtors. (Jointly Administered)

**LIQUIDATING TRUSTEE'S APPLICATION TO
EMPLOY PETER HAGAN AND BERKELEY RESEARCH GROUP, LLC,
NUNC PRO TUNC TO MARCH 31, 2011**

Barry E. Mukamal, in his capacity as liquidating trustee (the "*Liquidating Trustee*"), 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 31, 2011, authorizing the employment of Peter Hagan ("*Mr. Hagan*"), and the firm of Berkeley Research Group, LLC ("*BRG*," and together with Mr. Hagan, 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 an expert, *nunc pro tunc* to March 31, 2011. Mr. Hagan is affiliated with BRG.

6. The Liquidating Trustee believes that the Applicant is qualified to advise the Liquidating Trustee on certain banking relationships and banking-related activities. In support, Mr. Hagan's resume is attached as Exhibit 1.¹

7. The Applicant will assist the Liquidating Trustee in an objective and independent evaluation of certain of the Debtors' banking relationships and banking-related activities, 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 the Mr. Hagan's 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 to this motion as Exhibit 3 is the engagement letter between undersigned counsel and the Applicant (the "**Engagement Letter**"). As more specifically set forth therein, Mr. Hagan will provide the consulting services at an hourly rate of \$750 per hour, and if

¹ Note that Mr. Hagan's resume does not reflect his recent (i) departure from LECG and (ii) affiliation with BRG.

necessary and applicable, testifying services at an hourly rate of \$850 per hour. The rates for BRG's staff, if utilized by Mr. Hagan, are included in Attachment A to the Engagement Letter.

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

WHEREFORE, the Liquidating Trustee respectfully requests (i) an Order authorizing retention of Applicant, *nunc pro tunc* to March 31, 2011, 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 a true and correct copy of the foregoing served via the Court's Notice of Electronic Filing upon all Registered Users on the list attached as Exhibit "A" and was mailed via U.S. Regular Mail to all parties on the list attached as Exhibit "B".

Dated: April 8, 2011.

s/ Solomon B. Genet
Solomon B. Genet, Esquire
Florida Bar No. 617911
sgenet@melandrussin.com
MELAND RUSSIN & BUDWICK, P.A.
3000 Wachovia Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Telecopy: (305) 358-1221

Attorneys for Liquidating Trustee

LECG

Peter C Hagan, Managing Director, LECG

One Penn Plaza 51st Floor
New York, New York 10019
direct: 212.468.7872
main: 212.560.0660
fax: 212.468.7879
cell: 609.356.2942
email: phagan@lecg.com

BIO

Peter Hagan joined LECG following a distinguished career exceeding 30 years in the financial services industry. A proven chief executive, Peter has assisted LECG clients in litigation since 2008, assuming a full-time role with the firm in 2010.

In addition to being chairman and CEO of Merrill Lynch's US banks, Peter served as managing director (COO) of its international bank and director of both its Swiss and Cayman banks. Peter previously held the position of chief credit officer for all of Merrill's corporate and international activities, as well. Following his retirement from Merrill Lynch, Peter was associated with Cerberus Capital Management, where among other assignments, he relocated to Japan as vice chairman and representative director of the Aozora bank.

Drawing from his broad banking experience, Peter's assignments have frequently been associated with credit and lending (policies, procedures, suitability and pricing), use of derivatives, and financial transactions involving high net-worth individuals.

QUALIFICATIONS

BS (Hons), Manchester University, 1970
Dp.BA, Manchester University, 1972

PROFESSIONAL EXPERIENCE

LECG 2010 to present

New York, NY

Managing Director

Expert witness and consultant in complex litigation

Private Practice

New York, NY

Consultant and expert witness in complex litigation

2008–2010

Cerberus Capital Management 2004–2008

New York, NY

Operating partner for this private equity organization focusing on investments in the banking sector. Roles/responsibilities at Cerberus included an 18 month reassignment to Tokyo to assume the vice chairman role at The Aozora Bank. Leading the operational due diligence and subsequent loan syndication, for the acquisition of a major Austrian retail bank. Also heavily involved in the due diligence of various insurance, finance, and mortgage companies.

LECG

Jay Gaines and Company **2003–2004**
New York, NY

Partner

Partner in a well established search boutique, with special focus on the financial service industry. Clients included major banks, insurance companies, and asset managers.

Merrill Lynch and Company **1987–2002**
New York, London and Princeton NJ

Chairman and CEO US banks

1997–2002

Built Merrill's US banks from \$5billion to \$85billion (deposits). Established a banking group managing the firms secured loans, client mortgages, business and corporate loans, together with credit and debit cards and operational services.

Managing Director, ML International Bank (London)

1991–1997

Concurrently, Director ML Bank Swiss and ML Bank and Trust (Cayman)

Responsibilities included management of the firms international prime brokerage business, international trust business, global responsibility for high net worth lending, also full operational responsibility for the London bank and its branches (Singapore, Paris, Madrid, Frankfurt, Munich), together with funding, foreign exchange, and treasury.

Chief Credit Officer, Capital Markets 1987–1991

Managed a 120+ person credit department, overseeing all (non-retail) credit exposure within the Merrill Lynch group of companies both domestic and international.

The First National Bank of Chicago **1983–1987**
Senior Vice President- International Service Products **and 1972–1975**

Responsible for a service business employing more than 900 in activities including custody, clearing, payments, trade finance, consulting and international systems.

Prior roles included manager of International Merchant Bank (Nigeria), assistant to the chairman of First Chicago Corporation, and desk officer in Chicago for the bank's UK operations.

The Orinda Corporation **1982–1983**
Orinda CA

Owner/Manager

Owner/manager of a food distribution company. Later sold.

The Crocker National Bank **1977–1982**
San Francisco and Los Angeles, CA

Senior Vice President

Responsible for all relationships with small and medium sized business including business development, product management, pricing, credit review and loan administration. Also a member of the bank's credit policy committee.

McKinsey and Company **1975–1977**
New York

Senior Associate

Member of the newly founded banking practice, clients included Chase Manhattan, Shawmut Bank and Continental Corp. (Insurance)

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.

_____ /

AFFIDAVIT OF PETER HAGAN

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

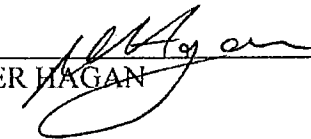
PETER HAGAN, being duly sworn, says:

1. I am over the age of eighteen and of sound mind.
2. I am associated with the firm of Berkeley Research Group (the "*Firm*") with offices located at 2200 Powell Street, Suite 1200, Emeryville, CA 94608.
3. Neither I nor the Firm 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, we are "disinterested" as that term is used in 11 U.S.C. § 327(a).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.



PETER HAGAN

Sworn to and Subscribed before me
April 6, 2011:

Notary Public, State of Florida
My Commission Expires:

SEE ATTACHED 

JURAT WITH AFFIANT STATEMENT

State of NEW YORK
County of NEW YORK } ss.

- See Attached Document (Notary to cross out lines 1-8 below)
- See Statement Below (Lines 1-7 to be completed only by document signer[s], not Notary)

(Large diagonal scribble)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me this 6th day of APRIL,
Date Month

2011, by
Year

(1) [Signature]
Name of Signer(s)

(2) _____
Name of Signer(s)

[Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here



PRIVILEGED AND CONFIDENTIAL

March 31, 2011

Via E-Mail and Fax

Solomon B. Genet, Esq.
Meland, Russin, Budwick
3000 Wachovia Financial Center
200 South Biscayne Blvd.
Miami, Florida 33131

E-mail: sgenet@melandrussin.com
Fax: 305-358-1221

Re: *In re Palm Beach Finance Partners, L.P. and In re Palm Beach Finance II, L.P. (the "Palm Beach Bankruptcy Case")*

Dear Mr. Genet:

This agreement is subject to bankruptcy court approval.

This will confirm that, effective March 1, 2011, Barry E. Mukamal, in his capacity as liquidating trustee for Palm Beach Finance Partners, L.P. and Palm Beach Finance II, L.P. ("**Client**") has engaged Berkeley Research Group, LLC ("**BRG**") to provide expert consulting and support service(s) in the Palm Beach Bankruptcy Case. The representation may include matters in the Palm Beach Bankruptcy Case as well as adversary proceedings related to such case. The scope of such work shall be related to potential bankruptcy and state law claims which could be asserted against third-parties.

Peter Hagan ("**Expert**") will provide expert consulting services and will lead this engagement. Should Expert require support in order to efficiently perform tasks required by this engagement, Expert will use the support staff of BRG. If specific support is required which cannot reasonably be provided by the support staff of BRG, Expert may employ or contract for additional support personnel. Client acknowledges that Expert's opinions are independent and objective, and not necessarily those of other employees or affiliates of BRG. It is understood that prior to the submission of any statement describing the nature of any opinions of Expert in this matter to any third party, Expert will be provided with the opportunity to review such statement for accuracy.

Client shall compensate BRG for professional services provided, which shall include Expert's fees and backup support hourly fees. In addition to professional fees, Client will reimburse BRG for external project-related expenses (e.g., data sets, reports, copy services, travel, meals, services of outside vendors). Expert's hourly billing rate for (i) non-testimonial time shall be US \$750 and (ii) for testimonial time shall be US \$850. BRG staff hourly billings rates are set forth on

Berkeley Research Group LLC

181 W. Madison Street, Suite 2950 • Chicago, IL 60602 USA • P: 312.429.7900



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March 31, 2011

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Attachment A. Hourly rates may change in the future and Client will be advised of any such change prior to its implementation.

BRG will send its invoices in this matter to Counsel who agrees to forward these invoices to Client as soon as possible, but in no more than 14 days. To expedite prompt payment, BRG may also send copies of its invoices directly to Client, electronically where possible. All invoices shall be filed as fee applications in the Palm Beach Bankruptcy Case and be subject to bankruptcy court approval. Client's legal counsel, Meland Russin & Budwick, P.A. ("**MRB**") shall help Expert in the preparation or filing of any fee application.

A copy of BRG's Standard Commercial Terms, which MRB and Client accept and which is incorporated herein, is attached.

Please remit payments by check to:

Berkeley Research Group, LLC
Attn: Kim Starr, Chief Financial Officer
2200 Powell Street
Suite 1200
Emeryville California, 94608
EIN: 27-1451273

Please remit payments by wire to:

Account Name: Berkeley Research Group,
LLC
Account No: 4122014426
Bank: Wells Fargo
ABA No: 121000248

The work undertaken by Expert and BRG in connection with this matter is being done for and under the direction of the Client and his legal counsel and, accordingly, is part of MRB and Client's work-product. BRG and Expert shall not disclose any confidential or privileged information to any third party; provided, however, that BRG and Expert may disclose confidential or privileged information (a) to BRG's employees, affiliates, vendors or agents who provide services in connection with this engagement, (b) with Client's written consent, or (c) when legally required to do so. Both parties agree that confidential and proprietary information will not be construed to include information that is available from public sources or sources not subject to obligations of confidentiality to the Law Firm or Client.

Counsel acknowledges that to the extent testimony is required in this matter, it may be necessary for Expert and BRG to object to requests by third parties to obtain information concerning material personal to Expert, proprietary to BRG or that may be related to client matters unrelated to this engagement. These objections may be necessary due to, among other things, existing confidentiality agreements or protective orders. Expert and BRG will use their best efforts to protect MRB and Client's interests consistent with the need to protect Expert's and BRG's personal and proprietary information, and to comply with Expert's and BRG's confidentiality obligations.

This agreement may be executed in one or more counterparts, each of which may be signed and transmitted via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document.



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March 31, 2011

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MRB, on behalf of Client, or BRG may terminate this engagement upon seven (7) days written notice.

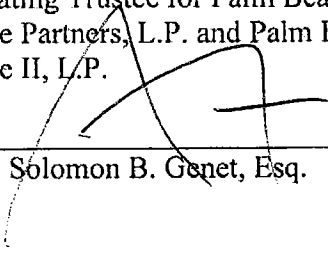
Sincerely,

A handwritten signature in black ink, appearing to read 'Adam M. Tenenbaum'.

Adam M. Tenenbaum, Esq.
Assistant General Counsel

AGREED AND ACCEPTED:

Meland, Russin, Budwick, on behalf of
Barry E. Mukamal, in his capacity as
Liquidating Trustee for Palm Beach
Finance Partners, L.P. and Palm Beach
Finance II, L.P.

By  _____
Solomon B. Genet, Esq.

Dated _____



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March 31, 2011

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Berkeley Research Group, LLC Standard Commercial Terms

BRG will bill for services on a monthly basis and will provide sufficient detail identifying services rendered and expenses incurred. In some circumstances, bills may be sent more frequently. Fee applications for BRG's billing statements shall be filed in the Palm Beach Bankruptcy Case and such fee application shall be paid upon bankruptcy court approval. Client agrees that it will review BRG's statement upon receipt and will advise BRG of any objection to or dispute with the statement and the work reflected in the statement prior to the filing of any fee application. In the event the Client disputes part of BRG's bill, the undisputed part shall be paid upon approval by the bankruptcy court. Without liability, BRG and Expert reserve the right to withhold delivery of services, testimony, reports or data (written or oral), or suspend work, if the account on this engagement is not current.

BRG will provide a reasonably itemized statement of expenses incurred on this engagement, and shall provide copies of original invoice or other documentation on itemized expenses over \$75 upon request. Upon bankruptcy court approval, the Client shall reimburse BRG for reasonable itemized expenses less than \$75 without a copy of the original invoice or other documentation.

Any estimate of anticipated fees for services that may be provided to Client prior to or during the course of the work on this matter is BRG's best estimate of the effort that will be required to complete the services based on the information available to BRG at the time. Under no circumstances shall such an estimate be deemed a maximum fee or a fixed price.

BRG shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

In the event Expert or BRG is requested pursuant to subpoena or other legal process to produce any documents or to provide testimony relating to engagements for Client in judicial or administrative proceedings to which BRG is not a party, Client shall reimburse BRG and Expert at standard billing rates for all professional time and expenses, including reasonable attorneys' fees, incurred in preparing for and responding to requests for documents and providing testimony.

Except as otherwise required by law or special circumstance, at the end of this engagement, BRG will send to Client, a notification outlining BRG's case closing procedures. In summary, BRG will return all case information provided by Client, and provide Client with BRG's final work product in appropriate media as agreed by BRG and Client. Work papers associated with our consulting services are the confidential property of BRG. In the event that there are special circumstances (such as a subpoena, court order or other legal hold, or storing of case records and information for Client for a specified period of time after the scope of work is complete), Client will be responsible within thirty (30) days for providing BRG with written instructions for BRG to follow. Client shall be responsible for payment of expenses (such as storage, destruction and return shipment costs) incurred by BRG in preserving documents due to such special circumstances. These expenses may be submitted to Client after the final bill for BRG professional services has been rendered. Any remaining case information in the possession of BRG, i.e. generated reference and research materials, as well as work product, etc., will be processed according to BRG's case retention policies and schedule.

BRG is engaged by many other companies and individuals. BRG's determination of conflicts is based on the substance of the work to be performed on an engagement as opposed to the parties involved. It is possible that some of BRG's and Expert's past, present or future clients will have disputes with and



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March 31, 2011

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other matters relating to Client during the course of and subsequent to this engagement. Client agrees that BRG and Expert may be engaged by parties with interests that are adverse to and may not be consistent with the interests of Client. BRG and Expert reserve the right to accept unrelated engagements with other parties consistent with internal, prior practices, and will not be required to advise Client of such engagements in the future. Client agrees that the services provided in this engagement will not preclude BRG from providing services in any other unrelated engagement in which Client is or may be adverse to BRG's client, and Client further agrees that it will not bring any proceeding against BRG on the basis of such alleged conflict of interest arising out of the services to be provided under this agreement. Where appropriate BRG and Expert will institute procedures to protect the confidentiality of information provided by Client on this engagement. Client's engagement of BRG and Expert is expressly conditioned on Client's agreement not to use the fact of BRG's or Expert's current or previous engagement by any opposing client in other matters as a means of enhancing or diminishing Expert's or BRG's credibility in conjunction with any appearance before a trier of fact. Notwithstanding any other provision in this paragraph, Expert and BRG agree that they shall not be adverse to Client in any matter related to (i) the Palm Beach Bankruptcy Case; (ii) In re Petters Company, Inc. Case No. _____ ("*PCI Case*") or (iii) any adversary proceeding in the Palm Beach Bankruptcy Case or PCI Case.

Any controversy, dispute, or claim between Client on the one hand and BRG and Expert on the other hand of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including any claim based on contract, tort, or statute, shall be resolved by the bankruptcy court in which the Palm Beach Bankruptcy Case is pending. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in enforcing this agreement and reasonable attorneys' fees and costs incurred in appealing or enforcing any judgment entered in any court having jurisdiction. The parties shall not be liable to each other for any consequential, incidental, special or punitive damages, nor shall BRG or Expert be liable for direct compensatory damages in excess of the fees actually received by BRG for the performance of services hereunder.

Unless otherwise explicitly stated, all provisions of this Agreement shall survive the expiration or termination of this engagement. BRG, subject to bankruptcy court approval, shall be paid for all time and expenses incurred up to the termination of this agreement. Neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. These Standard Commercial Terms, and the engagement letter to which these terms are appended, including the exhibits, if any, constitutes the entire agreement between BRG and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof.



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March 31, 2011

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Attachment A
Staff Billing Rates

Senior Managing Consultant/Economist	\$350 and above per hour
Managing Consultant/Economist	\$300 to \$375 per hour
Consultant	\$275 to \$325 per hour
Senior Associate	\$200 to \$300 per hour
Associate	\$150 to \$235 per hour
Case Assistant	\$75 to \$175 per hour

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 e-mail notice/service for this case.

- **Geoffrey S. Aaronson** gaaronson@aspalaw.com, tdmckeown@mckeownpa.com;sbeiley@aspalaw.com
- **Paul A Avron** pavron@bergersingerman.com, efile@bergersingerman.com
- **Michael S Budwick** mbudwick@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- **Heidi A Feinman** Heidi.A.Feinman@usdoj.gov
- **Jonathan S. Feldman** jfeldman@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- **Robert C Furr** bnasralla@furrcohen.com
- **Jaelyn A Gonzalez** jgonzalez@houghrobson.com, Houghrobson@gmail.com;sramirez.hr@gmail.com;jhough@houghrobson.com
- **Ross R Hartog** rhartog@mrthlaw.com, ecfnotices@mdrtlw.com;joyecf@mdrtlw.com
- **Julie E Hough** jhough@houghlawgroup.com, Houghrobson@gmail.com;sramirez.hr@gmail.com;jmaceira@houghlawgroup.com
- **Barry E Mukamal** bankruptcy@marcumllp.com, FL64@ecfbis.com
- **Office of the US Trustee** USTPRegion21.MM.ECF@usdoj.gov
- **Leslie S. Osborne** rappaport@kennethrappaportlawoffice.com
- **John E Page** jpage@sfl-pa.com, scusack@sfl-pa.com;lrosetto@sfl-pa.com
- **Chad P Pugatch** cpugatch.ecf@rprslaw.com
- **Craig V Rasile** crasile@hunton.com, mtucker@hunton.com,mmannering@hunton.com,adeboer@hunton.com
- **Lane E Roesch** lroesch@whitecase.com, sdelrahim@whitecase.com;tnelson@whitecase.com
- **Robin J. Rubens** rjr@lkllaw.com

Mailing Information for Case 09-36396-PGH

Electronic Mail Notice List

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

- **Paul A Avron** pavron@bergersingerman.com, efile@bergersingerman.com
- **Michael S Budwick** mbudwick@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- **Heidi A Feinman** Heidi.A.Feinman@usdoj.gov
- **Jonathan S. Feldman** jfeldman@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- **Barry E Mukamal** bankruptcy@marcumllp.com, FL64@ecfcbis.com
- **Office of the US Trustee** USTPRegion21.MM.ECF@usdoj.gov
- **Chad P Pugatch** cpugatch.ecf@rprslaw.com
- **Robin J. Rubens** rjr@lkllaw.com
- **Paul Steven Singerman** singerman@bergersingerman.com, efile@bergersingerman.com
- **George L. Zinkler** gzinkler.ecf@rprslaw.com

Palm Beach Capital Management, LLC
3601 PGA Blvd., Suite 301
Palm Beach Gardens, FL 33410

Palm Beach Diversified Income, LP
3601 PGA Blvd, Suite 301
Palm Beach Gardens, FL 33410

Christopher J Topolewski,
West Capital Management
c/o Simon B. Paris
1 Liberty Pl 52 FL – 1650 Market St
Philadelphia, PA 19103

West Capital Management
1818 Market St, #3323
Philadelphia, PA 19103

Albert Liguori
16590 Crownsbury Way, #201
Ft. Myers, FL 33908

Alice Pugliese
2741 Village Blvd, #403
West Palm Beach, FL 33409

Alton Opitz
2647 Sailors Way
Naples, FL 34109

Amy Davenport
PO Box 3511
Midland, TX 79702

Robert Davenport
3 Greenwich Dr
Midland, TX 79705

Robert Davenport, Jr.
104 S. Pecos Street
Midland, TX 79701

ARIS Capital Management
152 W 57 St, 19th Fl
New York, NY 10019

ARIS Multi-Strategy Fund, LP
Aris Capital Management
152 W 57 St 19 Fl
New York, NY 10019

Armadillo Fund
40 Random Farms Cir
Chappaqua, NY 10514

Barbara Bluhm
189 E Lake Shore Dr
Chicago, IL 60611

BTA Oil Producers
104 S Pecos St
Midland, TX 79701

Lynda Beal
104 S Pecos St
Midland, TX 79701

Nancy Beal
104 S Pecos St
Midland, TX 79701

Spencer Beal
104 S Pecos St
Midland, TX 79701

Barry Beal
104 S Pecos St
Midland, TX 79701

Keleen Beal
104 S Pecos St
Midland, TX 79701

Kelly Beal
104 S Pecos St
Midland, TX 79701

BayRoc Associates
c/o JamiScott
15 W 53rd St. #24-B
New York, NY 10019

JamiScott LLC
15 W 53rd St #24-B
New York, NY 10019

Leslie Schneider
c/o JamiScott
15 W 53rd St., #24-B
New York, NY 10019

Scott Schneider
c/o JamiScott
15 W 53rd St, #24-B
New York, NY 10019

Claridge Associates, LLC
c/o JamiScott, LLC
15 W 53rd St, #24
New York, NY 10019

Leonard & Lillian Schneider
c/o JamiScott LLC
15 West 53rd St #24-B
New York NY 10019

Beacon Partners, Ltd
3030 McKinney Ave, #305
Dallas, TX 75204

Blackpool Partners, LP
701 Harger Rd, #190
Oak Brook, IL 60523

Blackpool Absolute Return Fund, LLC
c/o John E. Page, Esquire
Shraiberg Ferrara & Landau, PA
2385 NW Executive Ctr Dr #300
Boca Raton, FL 33431

Centermark Asset Management
21320 Baltic Dr
Cornelius, NC 28031

Claude Lestage
4893 N Kay
Palm Beach Gardens, FL 33418

Attn: Andrew N. Friedman, Esq.
Cohen Milstein Sellers & Toll, PLLC
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, D.C. 20005

MIO Partners Inc.
55 E 52 St, 29th Fl
New York, NY 10055

MIO Partners Inc
c/o Robin E. Keller, Esq.
Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022

McKinsey Master Retirement Trust
c/o Robin Keller, Esq.
Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022

Special Situations Investment Fund, L.P. c/o
Robin Keller, Esq.
Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022

Deer Island, LP
4 Nason Hill Lane
Sherborn, MA 01770

Dennis Dobrinich
3860 Dogwood Ave
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Douglas A. Kelley, Chapter 11 Trustee
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