

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

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

Debtors.

**LIQUIDATING TRUSTEE'S MOTION FOR (1) APPROVAL OF SETTLEMENT
WITH (A) SHAKTI FUND LIMITED, EDISON FUND LIMITED, SANTA BARBARA II
FUND LIMITED, NUCLEUS FUND LIMITED, ESSEX FUND LIMITED AND
FAIRFAX FUND LIMITED AND (B) BNP PARIBAS AND OZCAR MULTI-
STRATEGIES LLC; AND (2) PAYMENT OF CONTINGENCY FEE**

**Any interested party who fails to file and serve a
written response to this motion within 21 days
after the date of service stated in this motion
shall, pursuant to Local Rule 9013-1(D), be
deemed to have consented to the entry of an
order in the form attached to this motion. Any
scheduled hearing may then be cancelled.**

Barry E. Mukamal, in his capacity as liquidating trustee ("*Liquidating Trustee*") for the Palm Beach Finance Partners Liquidating Trust and Palm Beach Finance II Liquidating Trust (collectively, the "*Liquidating Trusts*"), by and through undersigned counsel, and pursuant to *Fed. R. Bankr. P.* 9019, seeks an Order from this Court approving a settlement of claims asserted against (a) Shakti Fund Limited ("*Shakti*"), Edison Fund Limited ("*Edison*"), Santa Barbara II Fund Limited ("*Santa Barbara*"), Nucleus Fund Limited ("*Nucleus*"), Essex Fund Limited ("*Essex*") and Fairfax Fund Limited ("*Fairfax*"; and collectively with Shakti, Edison, Santa Barbara, Nucleus and Essex, the "*Cayman Funds*") and (b) BNP Paribas ("*BNP*") and Ozcar Multi-Strategies LLC ("*Ozcar*"; and collectively with BNP, the "*BNPP Parties*"). In support, the Liquidating Trustee states the following:

Factual Background

A. The Pre-Petition Activities of the Palm Beach Funds

1. The Liquidating Trusts are the successors in interest to Palm Beach Finance Partners, L.P. (“**PBF**”) and Palm Beach Finance II, L.P. (“**PBF II**” and together with PBF, the “**Palm Beach Funds**”).

2. The Palm Beach Funds were formed to lend monies in purchase financing transactions supposedly brokered by Thomas Petters and his company, Petters Company, Inc. (“**PCI**”) in the consumer goods business. The idea was that the funds and other lenders would supply bridge financing to PCI and then later, once goods were received by a particular big box retailer, the retailer would remit the payment to the lender or PCI.

3. In reality, the Palm Beach Funds’ investments in PCI were worthless - PCI’s purchase and financing transactions were fictitious and part of an elaborate, multi-billion dollar *ponzi* scheme perpetrated by Mr. Petters, Deanna Munson a/k/a Deanna Coleman, Robert White and others.

4. On September 24, 2008, federal agents raided Mr. Petters’ offices. Thereafter, Mr. Petters’ companies were placed into federal receivership. Ultimately, Mr. Petters was convicted of his crimes and sentenced to 50 years in prison. Other persons complicit in the fraud were sentenced to prison sentences as well.

5. On November 30, 2009 (“**Petition Date**”), the Palm Beach Funds commenced Chapter 11 bankruptcy cases by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida (“**Bankruptcy Court**”).

6. On October 21, 2010, the Bankruptcy Court entered its Order Confirming Second Amended Plan of Liquidation [ECF No. 444] (“**Plan Confirmation Order**”), creating the Liquidating Trusts and appointing the Liquidating Trustee as liquidating trustee.

B. Transfers Made to the Cayman Funds and BNPP Parties

7. Prior to the Petition Date, the Cayman Funds and BNPP Parties entered into agreements (“**Leverage Agreements**”) under which BNP Paribas provided the Cayman Funds with leverage exposure to one of the Palm Beach Funds. As part of this investment strategy, Ozcar was the legal holder of the limited partner interest in the particular Palm Beach Fund and controlled the disposition of such interest and the flow of funds in connection with any disposition.

8. During the four years prior to the Petition Date, the Palm Beach Funds made tens of millions of dollars in transfers to, or for the benefit of, Ozcar, BNP and/or the Cayman Funds. These transfers included both a return of capital as to investments in the Palm Beach Funds as well as purported profits realized in connection with both funds.

9. Based on a cash in, cash out basis, the Liquidating Trustee asserts that the Cayman Funds respectively received the following profits with respect to the above-referenced transfers in one or both of the Palm Beach Funds within 4 years prior to the Petition Date (collectively, the “**Profit Distributions**”):

- a) Shakti: PBF II - \$264,751.80;
- b) Edison: PBF - \$592,824.92;
- c) Santa Barbara / Edison: PBF II - \$1,539,761.34;
- d) Nucleus: PBF - \$28,037.97; PBF II - \$602,323.70;
- e) Essex: PBF II - \$529,503.57; and

f) Fairfax: PBF II - \$1,216,534.93.

10. Prior to the Petition Date, the Liquidating Trustee, on behalf of the Liquidating Trusts, sued the Cayman Funds seeking to avoid and recover their respective Profit Distributions (“*Cayman Funds Litigation*”).¹

11. Based upon a review of the merits of the parties’ claims and defenses, the parties have reached a global settlement of the Cayman Funds Litigation.

C. Assignment of Interests in Arrowhead Funds

12. Prior to the Petition Date, the Cayman Funds and BNPP Parties entered into similar Leverage Agreements pursuant to which the Cayman Funds have (or had) derivative exposure to the Arrowhead Capital Finance Ltd. or Arrowhead Capital Partners II, L.P (collectively, the “*Arrowhead Funds*”).

13. As a result, the BNPP Parties and Nucleus possess certain interests, claims or positions in or against the Arrowhead Funds, which they have agreed to assign to the Liquidating Trustee at the request of the Cayman Funds as part of the global settlement of the Cayman Funds Litigation and resolution of any potential claims the Liquidating Trustee may possess against the BNPP Parties.

I. Settlement Terms

14. The key aspects of the stipulation of settlement between the parties (“*Stipulation*”) are the following:²

- a) Within 20 days from the Order approving the Stipulation becoming final and non-appealable, the Cayman Funds shall pay (or cause to be paid)

¹ The Cayman Funds Litigation is the following adversary proceedings: 11-2852-PGH, 11-2854-PGH, 11-2869-PGH, 11-2870-PGH, 11-2871-PGH, 11-2872-PGH and 11-2873-PGH.

² A copy of the Stipulation is attached as Exhibit 1. To the extent the terms of the agreement differ with the terms set forth in this Motion, the agreement shall control.

\$1,025,000 to the Liquidating Trustee ("*Cayman Funds Settlement Payment*");

- b) Within 20 days from the Order approving the Stipulation becoming final and non-appealable, the BNPP Parties shall pay (or cause to be paid) \$40,000 to the Liquidating Trustee ("*BNPP Parties Settlement Payment*");
- c) The Cayman Funds and BNPP Parties shall be entitled to a limited bar order barring any claim that that any investor in the Palm Beach Funds could assert against them relating to investments made by the Cayman Funds in the Palm Beach Funds;
- d) The parties shall exchange mutual, general releases; and
- e) The Cayman Funds and BNPP Parties shall not be entitled to any distribution from the Liquidating Trusts or the Palm Beach Funds, and any proof of claim or interest they may have scheduled or filed in the Palm Beach Funds' bankruptcy cases will be disallowed in its entirety and stricken.

15. Pursuant to the Second Amended Joint Plan of Liquidation, approved by the Plan Confirmation Order, all monetary consideration received by the Palm Beach Liquidating Trusts in conjunction with the Stipulation will be allocated as follows: 18% to Palm Beach Finance Partners Liquidating Trust and 82% to Palm Beach Finance II Liquidating Trust.

II. Relief Requested

16. The Liquidating Trustee seeks an Order from this Court (a) approving the Stipulation and (b) approving the Contingency Fee (as defined below).

17. Federal Rule of Bankruptcy Procedure 9019 provides in relevant part that [o]n motion . . . and after a hearing on notice to creditors; the debtor . . . and to such other entities as the Court may designate, the Court may approve a compromise or settlement."

18. Approval of a settlement in a bankruptcy proceeding is within the sole discretion of the Court and will not be disturbed or modified on appeal unless approval or disapproval is an abuse of discretion. *In re Arrow Air*, 85 BR 891 (Bankr. S.D. Fla. 1988).

19. The standards for approval are well settled and require the Court to inquire into the reasonableness of the proposed settlement. *See, e.g., Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968); *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983); *Florida Trailer and Equip. Co. v. Deal*, 284 F.2d 567, 571 (5th Cir. 1960). The inquiry need only determine whether the settlement falls below the lowest point of the range of reasonableness. *See W.T. Grant Co.*, 699 F.2d at 608; *see also In re Martin*, 91 F.3d 389 (3rd Cir. 1996); *In re Louise's Inc.*, 211 B.R. 798 (D. Del. 1997) (setting forth considerations by the Court for approval of a settlement, including: (i) the probability of success in litigation, (ii) the likely difficulties in collection; (iii) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (iv) the paramount interest of the creditors.

A. *The Stipulation Ought to be Approved*

20. Based upon the above legal principles, the Liquidating Trustee asserts that the Stipulation falls well above the lowest point of the range of reasonableness and thus, should be approved.

Probability of success in litigation

21. The Liquidating Trustee, on behalf of the Liquidating Trusts, could assert that the respective Profit Distributions to the Cayman Funds and certain transfers made to the BNPP Parties were constructively fraudulent transfers under federal or state law, or alternatively, that the Cayman Funds and BNPP Parties were unjustly enriched by the respective Profit Distributions and certain transfers made to the BNPP Parties.

22. The Liquidating Trustee believes that he will likely succeed in prosecuting either of these causes of action. Nonetheless, the Liquidating Trustee acknowledges that there are risks

inherent in all litigation and there is the possibility that the Cayman Funds, BNPP, or other similarly situated parties, could raise certain issues or defenses that potentially could impact the Liquidating Trustee's claims, such as the extraterritorial application of the fraudulent transfer statutes to the Cayman Funds and BNPP Parties given that they are foreign entities.

23. Further, the BNPP Parties would raise defenses pursuant to 11 U.S.C. § 546(e) & (g), which in sum provide that the Liquidating Trustee cannot avoid and recover transfers made to the BNPP Parties in connection with a "swap agreement" or "securities contract" or that are "settlement payments," as all such terms are defined under the Bankruptcy Code. Namely, the BNPP Parties would argue that the Leverage Agreements they entered into with the Cayman Funds are securities contracts or swap agreements, and thus, transfers made to the BNPP Parties in connection with such transactions are insulated from avoidance. Alternatively, the BNPP Parties would argue that the transfers made to them are settlement payments, and thus again, insulated from avoidance.

24. Although the Liquidating Trustee would assert that the transfers made to the BNPP Parties in connection with the Leverage Agreements were fundamentally loan payments, over the past several years, a significant body of case law has developed in other jurisdictions that is favorable to the BNPP Parties. Recently, the Seventh Circuit affirmed a bankruptcy court's ruling on arguably similar facts that the transfers made to the BNPP Parties and other leverage providers were insulated by the safe harbor provisions found in 11 U.S.C. §546(e) & (g).³

³ *Peterson v. Somers Dublin Ltd.*, 2013 WL 4767495 (7th Cir. Sept. 6, 2013).

25. Based on this litigation risk, including potential appellate review by a district court or the Eleventh Circuit, for settlement purposes the Liquidating Trustee significantly discounts the value of his claims against the BNPP Parties.

Collectability

26. Collectability is a meaningful consideration that substantiates approval of the Stipulation.

27. The Cayman Funds and BNPP Parties are all foreign entities, which would make collection on any potential judgment obtained against them extremely difficult, time consuming and expensive. Further, it is questionable whether the Cayman Funds and BNPP Parties have the financial capacity to fund larger settlement payments and enforcement of collection would entail the incurrence of fees for foreign counsel in the pursuit of foreign collection efforts.

Complexity of litigation and attendant expense, inconvenience and delay

28. This is a meaningful consideration that militates in favor of approval of the Stipulation.

29. In sum, although many of the claims outlined above are typical claims litigated before this Court, they still potentially require retention of experts and extensive fact discovery before a trial could take place. Coupled with the legal hurdles regarding the extraterritorial application of the fraudulent transfer statutes and the BNPP Parties' § 548(e) and (g) defenses, as well as collectability issues stated above, the result of these efforts will be substantial time and fees of professionals that could exceed any recovery against the Cayman Funds or the BNPP Parties.

30. Moreover, assuming the Liquidating Trustee was successful in obtaining a judgment against the Cayman Funds, he would then have to engage in international collection

efforts, which, as stated above, would result in the expenditure of significant time and estate resources and likely would not result in any meaningful recovery for the benefit of the estates' creditors.

31. The Stipulation addresses these concerns. The parties avoid litigating fact specific claims, with the attendant expense and delay of litigation being nullified.

Paramount interest of creditors

32. The Cayman Funds and BNPP Parties Settlement Payments represent an appropriate resolution of claims that have significant legal and collectability concerns, give certainty to the estates and avoid the risk, expense and delay attendant with litigation. As such, the Stipulation is in the paramount interest of the Palm Beach Funds' creditors and should be approved.

B. The Contingency Fee Ought to be Approved

33. Pursuant to the Plan and this Court's Order Approving the Trustee's Motion to Approve Hybrid Form of Compensation [ECF No. 223], Meland Russin & Budwick, P.A. ("**MRB**") is entitled to a contingency fee of 10% for any affirmative recovery it obtains on behalf of the Liquidating Trusts without further order of the Court ("**Contingency Fee**").

34. As such, MRB requests that the Contingency Fee be paid from (i) the Cayman Funds and BNPP Parties Settlement Payments without further Order from this Court.

WHEREFORE, the Liquidating Trustee requests that this Court enter an Order (similar in form to the Order attached as Exhibit 2) (1) approving the Stipulation; (2) approving entry of the bar Order; (3) approving payment of the Contingency Fee and (4) granting such other relief this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on May 21, 2014, via the Court's Notice of Electronic Filing upon the Registered Users listed on the attached Exhibit 3 and via U.S. Mail to those parties listed on the attached Composite Exhibit 4.⁴

s/ Joshua A. Marcus
Michael S. Budwick, Esq.
Florida Bar No. 938777
mbudwick@melandrussin.com
Joshua A. Marcus, Esq.
Florida Bar No. 92857
jmarcus@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 the Liquidating Trustee

⁴ "NEF" means that service was made by Notice of Electronic Filing as set forth on Exhibit 3 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 5.

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("***Stipulation***") is entered into on May __, 2014 by and among (a) Barry E. Mukamal, in his capacity as liquidating trustee ("***Liquidating Trustee***") of the Palm Beach Finance Partners Liquidating Trust and the Palm Beach Finance II Liquidating Trust (collectively, the "***Liquidating Trusts***"); (b) Shakti Fund Limited, Edison Fund Limited, Santa Barbara II Fund Limited, Nucleus Fund Limited ("***Nucleus***"), Essex Fund Limited and Fairfax Fund Limited (collectively, the foregoing entities are referred to as the "***Cayman Funds***") and (c) BNP Paribas and Ozcar Multi-Strategies LLC (collectively, the "***BNPP Parties***") (the Liquidating Trustee, Cayman Funds and BNPP Parties are at times individually referred to as a "***Party***," or collectively, the "***Parties***"). The terms of this Stipulation are as follows:

RECITALS

A. On November 30, 2009 ("***Petition Date***"), Palm Beach Finance Partners, L.P. and Palm Beach Finance II, L.P. ("***Palm Beach Funds***") commenced Chapter 11 bankruptcy cases by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida ("***Bankruptcy Court***");

B. On October 21, 2010, the Bankruptcy Court entered its Order Confirming Second Amended Plan of Liquidation [ECF No. 444], creating the Liquidating Trusts and appointing the Liquidating Trustee as liquidating trustee;

C. The Liquidating Trustee and BNPP Parties are parties to those certain tolling agreements with an effective date of November 17, 2011 ("***Tolling Agreements***");

D. Pursuant to the Tolling Agreements, the Liquidating Trustee and BNPP Parties agreed to the tolling of any statutes of limitations that could be asserted by either party with

respect to claims relating to investments made by the BNPP Parties in the Palm Beach Funds (*"Potential Litigation"*);

E. Prior to November 30, 2011, the Liquidating Trustee, on behalf of the Liquidating Trusts, commenced the following adversary proceedings in the United States Bankruptcy Court for Southern District of Florida against the Cayman Funds for recovery of fraudulent transfers and unjust enrichment (collectively, the *"Adversary Proceedings"*): 11-2852-PGH, 11-2854-PGH, 11-2869-PGH, 11-2870-PGH, 11-2871-PGH, 11-2872-PGH and 11-2873-PGH.

F. The Cayman Funds expressly deny the claims that the Liquidating Trustee asserts in the Adversary Proceedings or that they are subject to the jurisdiction of the Court on such claims;

G. The Parties have engaged in discussions in an attempt to resolve any and all issues, including the claims that have been asserted in the Adversary Proceedings or that could be asserted in the Potential Litigation;

H. To avoid the continued expense and risk of adverse outcome arising from the Adversary Proceedings, as well as incurring costs and expenses associated therewith, among other reasons, the Parties have agreed to resolve both the Adversary Proceedings and the Potential Litigation pursuant to the terms and conditions of this Stipulation.

NOW, WHEREFORE, it is stipulated, consented to and agreed, by and among the Parties as follows:

1. **No admission of liability.** The Parties acknowledge that this Stipulation is a compromise and settlement of a controversy. No Party admits, and each expressly denies, any liability on its part.

2. **Entire agreement.** This Stipulation constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and there are no other

stipulations, agreements, representations, or warranties other than those specifically set forth herein. All prior agreements and understandings among the Parties concerning the subject matter hereof are superseded by the terms of this Stipulation.

3. **Consideration Provided by the Cayman Funds and the BNPP Parties.** In full and final settlement of the Adversary Proceedings and the Potential Litigation:

A. The Cayman Funds shall pay (or cause to be paid) \$1,025,000 (“***Cayman Funds Settlement Payment***”) to the Liquidating Trustee, within 20 days from the date of the entry of a final and non-appealable order of the Bankruptcy Court, approving this Stipulation substantially in the form attached hereto as Appendix A. The Cayman Funds Settlement Payment may be made via (i) wire transfer pursuant to written instructions to be provided by the Liquidating Trustee or his counsel.

B. The BNPP Parties shall pay (or cause to be paid) \$40,000 (“***BNPP Parties Settlement Payment***”) to the Liquidating Trustee, within 20 days from the date of the entry of a final and non-appealable order of the Bankruptcy Court approving this Stipulation substantially in the form attached hereto as Appendix A. The BNPP Parties Settlement Payment may be made via wire transfer pursuant to written instructions to be provided by the Liquidating Trustee or his counsel.

C. Within 20 days from the date of a final and non-appealable order of the Bankruptcy Court approving this Stipulation substantially in the form attached hereto as Appendix A, the BNPP Parties and Nucleus shall execute and deliver to the Liquidating Trustee an Assignment in the form attached hereto as Appendix B (“***Assignment***”), assigning to the Liquidating Trustee those interests, claims or positions in or against Arrowhead Capital Finance Ltd. or Arrowhead Capital Partners II, L.P.(collectively, the “***Arrowhead Funds***”) respectively held by the BNPP Parties and Nucleus that are related to the Cayman Funds as specified in the

attached Appendix B (collectively, the “*Assigned Arrowhead Positions*”). The settlement contemplated by this Stipulation shall be effective upon delivery of the Assignment to the Liquidating Trustee, and shall not be conditioned upon the Arrowhead Funds approving any such assignment, notwithstanding any provision in the constituent documents of any of the Arrowhead Funds regarding such approval, and regardless of whether any such assignment becomes or is deemed to be legally effective.

4. **No entitlement to distribution by the Cayman Funds and BNPP Parties.** The Cayman Funds and BNPP Parties agree that they shall not be entitled to any monetary distribution whatsoever from the Liquidating Trusts or the Palm Beach Funds. To the extent the Cayman Funds or BNPP Parties have scheduled or filed any proof of claim or proof of interest in the Palm Beach Funds’ bankruptcy cases, such claim or interest shall be deemed disallowed in its entirety and be stricken.

5. **Releases with the Liquidation Trustee.**

A. For purposes of this Stipulation, the term “*Claims*” shall mean any obligations, causes of action, demands of any type that a party may presently have, may have or have had in the past, upon or by reason of any matter, cause or thing whatsoever, including without limitation any and all obligations, causes of actions and demands of any kind whatsoever, at law or in equity, indirect, derivative, or direct, known or unknown, discovered or undiscovered, including, but not limited to, those claims that could have been asserted in the Adversary Proceedings.

B. For the purpose of this Stipulation, the term “*BNPP Released Parties*” means the BNPP Parties, their present and former parents, affiliates, subsidiaries, predecessors, successors, and related entities, and all their present and former officers, directors, shareholders, employees, partners, attorneys, affiliates, representatives, spouses, trustees, and agents, and each of such persons’ heirs, predecessors, successors, assigns, executors, administrators, and beneficiaries.

C. For the purpose of this Stipulation, the term “*Cayman Funds Released Parties*” means the Cayman Funds, their present and former parents, affiliates, subsidiaries, predecessors, successors, and related entities, and all their present and former officers, directors, shareholders, employees, partners, attorneys, affiliates, representatives, spouses, trustees, and agents, and each of such persons’ heirs, predecessors, successors, assigns, executors, administrators, and beneficiaries.

D. For the purpose of this Stipulation, the term “*Liquidating Trust Released Parties*” means the Liquidating Trustee, the Liquidating Trusts, the Palm Beach Funds, their present attorneys and each of such persons’ heirs, predecessors, successors, assigns, executors, administrators, and beneficiaries.

E. For the purpose of this Stipulation, the term “*Palm Beach Matters*” shall mean any investment in the Palm Beach Funds and all affiliated funds or entities, all transfers, from such funds or entities, and the claims asserted, or which could have been asserted in the Adversary Proceedings or the Potential Litigation.

F. Upon approval of this Stipulation by final and non-appealable order of the Bankruptcy Court substantially in the form attached hereto as Appendix A and payment of the Cayman Funds Settlement Payment, the Liquidating Trustee, on behalf of the Liquidating Trust Released Parties, waives, releases and holds harmless, now and forever, the Cayman Funds Released Parties from any and all Claims that the Liquidating Trust Released Parties may have against the Cayman Funds Released Parties relating to or arising from the Palm Beach Matters and any and all Claims that the Liquidating Trust Released Parties may have, or may later acquire as a result of the Assignment or otherwise, against the Cayman Funds Released Parties relating to or arising from the Arrowhead Funds, the Assigned Arrowhead Position or transfers by the Arrowhead Funds to the Cayman Funds Released Parties; provided that nothing herein

shall be deemed to release, waive or otherwise limit any Claims for breach of this Stipulation or any obligations arising under the Assignment. The release is intended to be limited in impact as to the Cayman Funds Released Parties and shall not extend to any third parties other than the Cayman Funds Released Parties including but not limited to any parties against whom a cause of action has been filed by the Liquidating Trustee or with whom the Liquidating Trustee has entered into a tolling agreement.

G. Upon approval of this Stipulation by final and non-appealable order of the Bankruptcy Court substantially in the form attached hereto as Appendix A and payment of the Cayman Funds Settlement Payment, the Cayman Funds, on behalf of the Cayman Funds Released Parties, waive, release and hold harmless, now and forever, the Liquidating Trust Released Parties from any and all Claims that the Cayman Funds Released Parties may have against the Liquidating Trust Released Parties relating to or arising from Palm Beach Matters; provided that this provision does not release, waive or otherwise limit any Claims for breach of this Stipulation.

H. Upon approval of this Stipulation by final and non-appealable order of the Bankruptcy Court substantially in the form attached hereto as Appendix A, payment of the BNPP Parties Settlement Payment and delivery of the Assignment, the Liquidating Trustee, on behalf of the Liquidating Trust Released Parties, releases and holds harmless, now and forever, the BNPP Released Parties from (i) any and all Claims that the Liquidating Trust Released Parties may have against the BNPP Released Parties relating to or arising from Palm Beach Matters; and (ii) any and all Claims that the Liquidating Trust Released Parties may have, or may later acquire as a result of the Assignment or otherwise, against the BNPP Released Parties relating to or arising from the Arrowhead Funds, the Assigned Arrowhead Position, or transfers by the Arrowhead Funds; provided that nothing herein shall be deemed to release, waive or

otherwise limit any Claim for breach of this Stipulation or any obligations arising under the Assignment. The release is intended to be limited in impact as to the BNPP Released Parties and shall not extend to any third parties other than the BNPP Released Parties including but not limited to any parties against whom a cause of action has been filed by the Liquidating Trustee or with whom the Liquidating Trustee has entered into a tolling agreement.

I. Upon approval of this Stipulation by final and non-appealable order of the Bankruptcy Court substantially in the form attached hereto as Appendix A, payment of the BNPP Parties Settlement Payment and assignment of the Arrowhead Positions, the BNPP Parties, on behalf of the BNPP Released Parties, waive, release and hold harmless, now and forever, the Liquidating Trust Released Parties from any and all Claims that the BNPP Released Parties may have against the Liquidating Trust Released Parties, relating to or arising from Palm Beach Matters; provided that this provision does not release, waive or otherwise limit any Claim for breach of this Stipulation.

6. Release Between Cayman Funds and the BNPP Parties.

A. Upon approval of this Stipulation by final and non-appealable order of the Bankruptcy Court substantially in the form attached hereto as Appendix A, payment of the BNPP Parties Settlement Payment and delivery of the Assignment, the Cayman Funds, on behalf the Cayman Funds Released Parties, waive, release and hold harmless, now and forever, the BNPP Released Parties from any and all Claims that the Cayman Funds Released Parties may have against the BNPP Released Parties arising from or related to Palm Beach Matters, the claims asserted by the Liquidating Trustee giving rise to this Stipulation, the settlement with the Liquidating Trustee reflected in this Stipulation, or any of the obligations to the Liquidating Trustee incurred by the Cayman Funds hereunder; provided that this provision does not waive, release or otherwise limit any Claim for breach of this Stipulation.

B. Upon approval of this Stipulation by final and non-appealable order of the Bankruptcy Court and payment of the Cayman Funds Settlement Payment, the BNPP Parties, on behalf the BNPP Released Parties, waive, release and hold harmless, now and forever, the Cayman Funds Released Parties from any and all Claims that the BNPP Released Parties have against the Cayman Funds Released Parties arising from or related to the Palm Beach Matters, the claims asserted by the Liquidating Trustee giving rise to this Stipulation, the settlement with the Liquidating Trust reflected in this Stipulation, or any of the obligations to the Liquidating Trustee incurred by the BNP Parties hereunder; provided that this provision does not release, waive or otherwise limit any Claim for breach of this Stipulation.

7. Acknowledgement by the Cayman Funds.

A. The Cayman Funds acknowledge that the BNPP Parties and Nucleus are delivering the Assignment to the Liquidating Trustee at the request of the Cayman Funds, in connection with various derivative transactions structured as options between the Cayman Funds as the “buyers” and BNP Paribas as the “seller” (“*Options*”), pursuant to which the Cayman Funds have (or had) derivative exposure to the Arrowhead Funds that are the subject of the Assignment.

B. The Cayman Funds further acknowledge that the Options between BNP Paribas and Essex Fund Limited, Fairfax Fund Limited and Santa Barbara II Fund Limited have all terminated, and the BNPP Parties have no further obligations whatsoever under such Options.

C. The Cayman Funds further acknowledge and agree that, as of the date the Assignment is delivered to the Liquidating Trustee, BNP Paribas shall make an adjustment to the Basket of each Option with Nucleus, Shakti Fund Limited, Edison Fund Limited, by reducing the number of shares of the Arrowhead Funds in each such Basket, if any, to zero, which adjustment shall be deemed a Buyer Adjustment. The Cayman Funds also acknowledge and agree that the

Redemption Amount with regard to the Arrowhead Funds shall be deemed to be zero, and there will be no reduction to the Strike Price and no payment to the Buyer in connection with such Buyer Adjustment.

D. Capitalized terms used in this paragraph which are not defined in this Settlement Agreement shall be used as defined in the confirmations for each Option.

8. **Termination of Tolling Agreements.** The Tolling Agreements are deemed terminated 40 calendar days from the date of the entry of a final and non-appealable order of the Bankruptcy Court substantially in the form attached hereto as Appendix A, approving this Stipulation.

9. **Limited Bar Order as to the BNPP Parties.** The Liquidating Trustee shall attempt to obtain entry of a limited bar order included in the form of order set forth in Appendix A ("**Bar Order**") barring any Claims that any investor in the Palm Beach Funds could assert against the BNPP Parties relating to investments made by the Cayman Funds in the Palm Beach Funds. In the event any interested party files a written objection to the Bar Order, the BNPP Parties agree that the Liquidating Trustee may in his sole discretion elect to abandon the Bar Order and shall have no obligation or liability owing to the BNPP Parties upon making such election. In the event the Bankruptcy Court does not approve the Bar Order and enters an order otherwise approving this Settlement except for the Bar Order, the BNPP Parties shall have the option, at their sole election, to either (a) proceed with this settlement contemplated by this Stipulation without any Bar Order; or (b) terminate their participation in the settlement contemplated by this Stipulation without any further obligation on their behalf. In the event the BNPP Parties elect to proceed with the settlement without any Bar Order, the BNPP Parties shall make the BNPP Parties Settlement Payment and deliver the Assignment, and all provisions of this Stipulation, including the releases to and from the BNPP Parties, shall be fully effective as if

the Bar Order had been entered. In the event the BNPP Parties elect to terminate their participation in the settlement, the BNPP Parties shall have no obligations under this Stipulation, and shall not be required to make the BNPP Parties Settlement Payment or deliver the Assignment, and this Stipulation shall be of no further force or effect with regard to the BNPP Parties, and the Parties shall be restored to their rights as they existed prior to the execution of this Stipulation. The BNPP Parties shall make the election referred to in this paragraph in writing, within 20 days of a final, non-appealable order by the Bankruptcy Court approving the settlement without provision for the Bar Order.

10. **Limited Bar Order as to the Cayman Funds.** The Liquidating Trustee shall attempt to obtain entry of a limited bar order included in the form of Bar Order barring any Claims that any investor in the Palm Beach Funds could assert against the Cayman Funds relating to investments made by the Cayman Funds in the Palm Beach Funds. In the event any interested party files a written objection to the Bar Order, the Cayman Funds agree that the Liquidating Trustee may in his sole discretion elect to abandon the Bar Order and shall have no obligation or liability owing to the Cayman Funds upon making such election. In the event the BNPP Parties elect to terminate their participation in the settlement as set forth above in paragraph 9, the Cayman Funds shall have no obligations under this Stipulation, and shall not be required to make the Cayman Funds Settlement Payment or Nucleus be required to deliver the Assignment, and this Stipulation shall be of no further force or effect with regard to the Cayman Funds, and the Parties shall be restored to their rights as they existed prior to the execution of this Stipulation.

11. **Authorization to bind.** The individuals signing below represent and warrant that they have the authority to execute this Stipulation on behalf of the applicable Party and bind them to its terms.

12. **Review/No Duress.** Each of the Parties acknowledges that he, she or it has read all of the terms of this Stipulation, has had an opportunity to consult with counsel of his, her or its own choosing or voluntarily waived such right, and enters into those terms voluntarily and without duress.

13. **Attorneys' fees and costs.** Each Party shall bear its own attorneys' fees and costs in connection with the negotiation of this Stipulation and motions and orders as may be necessary to obtain the approval of this Stipulation by the Bankruptcy Court.

14. **No waiver of modification.** This Stipulation and any of the specific items, covenants, and conditions contained herein, may not be waived, changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change is sought.

15. **Effective date.** This Stipulation shall be effective upon execution by all of the Parties hereto, subject only to approval of this Stipulation by final and non-appealable order of the Bankruptcy Court and payment of the Cayman Funds and BNP Parties Settlement Payments. Upon becoming effective, this Stipulation shall be binding on all of the Parties' successors or assigns.

16. **No effect.** If the Bankruptcy Court does not approve this Stipulation, then the Stipulation shall be of no further force or effect, and the Parties shall be restored to their rights as they existed prior to the execution of this Stipulation. Further, this Stipulation will not be deemed a consent to the jurisdiction of the Court by the Cayman Funds. Notwithstanding the foregoing, if the Bankruptcy Court does not approve this Stipulation because any of the Parties have failed to provide the Bankruptcy Court with adequate information to rule on the merits of the Stipulation, the Parties will use their best efforts to seek reconsideration of any order declining to approve the Stipulation, or to file an amended motion to approve the Stipulation.

17. **Controlling law.** This Stipulation shall in all respects be construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within the State of Florida and by federal law to the extent the same has preempted the laws of the State of Florida. The Parties waive any right to trial by jury in connection with any claim arising from or related to this Stipulation.

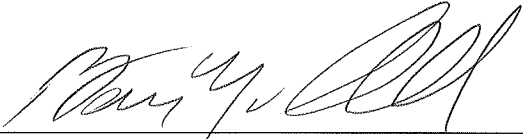
18. **Counterparts.** This Stipulation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Stipulation. Delivery of an executed counterpart of a signature page to this Stipulation by facsimile shall be effective as delivery of a manually executed counterpart of this Stipulation.

19. **Construction.** This Stipulation shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Stipulation, no provision shall be construed and interpreted for or against any of the Parties because such provision or any other provision of the Stipulation as a whole is purportedly prepared or requested by such Party.

20. **Jurisdiction.** The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Stipulation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STIPULATED AND AGREED TO BY:



Barry E. Mukamal, Liquidating Trustee

Date: 5/16/14

Shakti Fund Limited

Date: _____

Print Name: _____
Its: _____

Edison Fund Limited

Date: _____

Print Name: _____
Its: _____

Santa Barbara II Fund Limited

Date: _____

Print Name: _____
Its: _____

Nucleus Fund Limited

Date: _____

Print Name: _____
Its: _____

Essex Fund Limited

Date: _____


Print Name: _____
Its: _____

Fairfax Fund Limited

Date: _____

Print Name: _____
Its: _____

STIPULATED AND AGREED TO BY:



Ozcar Multi-Strategies LLC
Date: 14 May 2014
Print Name: STEPHANE LIOT
Its: CEO

BNP Paribas
Date: 14 May 2014
Print Name: _____
Its: _____

STIPULATED AND AGREED TO BY:

Ozcar Multi-Strategies LLC

Date: _____

Print Name: _____

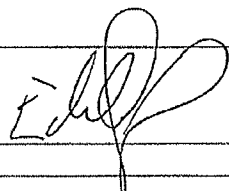
Its: _____

BNP Paribas

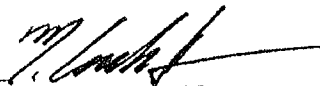
Date: _____

Print Name: _____

Its: _____



Edward Speal
Managing Director



M. Andrews Yeo
Managing Director

STIPULATED AND AGREED TO BY:

Barry E. Mukamal, Liquidating Trustee

Date: _____

Shakti Fund Limited

Date: _____

Print Name: _____
Its: _____

Edison Fund Limited

Date: _____

Print Name: _____
Its: _____

Santa Barbara II Fund Limited

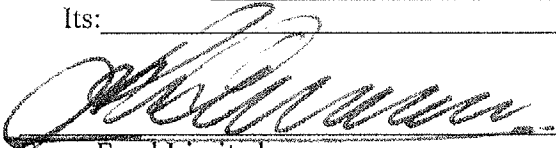
Date: _____

Print Name: _____
Its: _____

Nucleus Fund Limited

Date: _____

Print Name: _____
Its: _____



Essex Fund Limited

Date: May 16, 2014

Print Name: Anthony Inder Rieden
Its: Director

Fairfax Fund Limited


Date: _____

Print Name: _____
Its: _____

STIPULATED AND AGREED TO BY:

Barry E. Mukamal, Liquidating Trustee

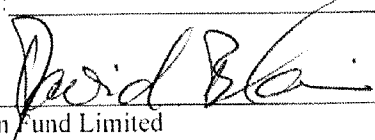
Date: _____



Shakti Fund Limited

Date: 14/5/14


Print Name: David P.M. Blair
Its: Director



Edison Fund Limited

Date: 14/5/14

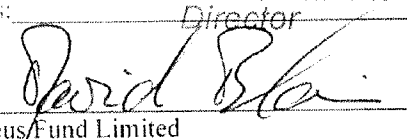
Print Name: David P.M. Blair
Its: Director



Santa Barbara II Fund Limited

Date: 14/5/14

Print Name: David P.M. Blair
Its: Director



Nucleus Fund Limited

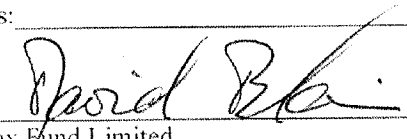
Date: 14/5/14

Print Name: David P.M. Blair
Its: Director

Date: _____

Essex Fund Limited

Print Name: _____
Its: _____



Fairfax Fund Limited

Date: 14/5/14

Print Name: David P.M. Blair
Its: Director

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

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

Debtors.

_____/

THIS MATTER came before the Court on _____, 2014, upon the *Liquidating Trustee's Motion to Approve Settlement with Certain Cayman Investors, BNP Paribas and Ozcar Multi-Strategies LLC* [ECF No. ____] ("**Motion**").¹ The Court has reviewed the Motion, considered the arguments of counsel and is otherwise duly advised in the premises.

In its Motion, the Liquidating Trustee, on behalf of the Liquidating Trusts, Debtors and their respective bankruptcy estates, seeks entry of an order barring certain claims against the BNPP Parties and Cayman Funds as described in detail below.

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

The Court has noted that notice of the Motion and the request for a Bar Order was given to those potentially interested parties identified on the service list referenced in the Motion. The Court has reviewed and considered the Motion, any other submissions to this Court and provided an opportunity to be heard to all persons requesting to be heard. Accordingly, it is:

ORDERED as follows:

1. The Motion is **GRANTED**.
2. The Settlement is **APPROVED**.
3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and authority to enter this Order pursuant to 11 U.S.C. § 105(a).
4. The Cayman Funds shall pay, or cause to be paid, \$1,025,000 to the Liquidating Trusts ("*Cayman Funds Settlement Payment*") within 20 days from the date that this Order becomes final and non-appealable.
5. The BNPP Parties shall pay, or cause to be paid, \$40,000 to the Liquidating Trusts ("*BNPP Parties Settlement Payment*") within 20 days from the date that this Order becomes final and non-appealable.
6. The Cayman Funds Settlement Payment and BNPP Parties Settlement Payment will be allocated and apportioned among the estates as follows: 18% to the Palm Beach Finance Partners Liquidating Trust and 82% to the Palm Beach Finance II Liquidating Trust ("*Pro Rata Allocation Formula*").
7. MRB's initial contingency fee resulting from the Cayman Funds Settlement Payment in the amount of \$102,500 is approved ("*First Contingency Fee*"). The Liquidating Trustee is authorized and directed to make payment of the First Contingency Fee without the need for further Court Order, in accordance with the Pro Rata Allocation Formula, promptly upon receipt of the Settlement Payment.
8. MRB's second contingency fee resulting from the BNPP Parties Settlement Payment in the amount of \$4,000 is approved ("*Second Contingency Fee*"). The Liquidating

Trustee is authorized and directed to make payment of the Second Contingency Fee without the need for further Court Order, in accordance with the Pro Rata Allocation Formula, promptly upon receipt of the Settlement Payment.

9. The form and means of the notice of the Bar Order and the Motion are determined to have been the best notice practicable under the circumstances and to be good and sufficient notice to all persons whose interests would or could be affected by this Order.

10. The Court has been apprised of the negotiations that preceded the Stipulation and finds that the Motion and request for Bar Order is a result of arm's-length bargaining among the parties. There is no evidence that the settlement reached by the Liquidating Trustee with the Defendants is the result of collusion among the parties or that there has been any intent to prejudice any interested parties.

11. The Court finds that entry of this Order is appropriate in order to achieve the finality and repose that is contemplated as a term of the proposed settlement and that good cause therefore exists for the entry of this Order, and is fair and equitable. *See In re U.S. Oil & Gas Litigation*, 967 F.2d 489, 495-96 (11th Cir. 1992); *Munford, Inc. v. Munford, Inc.*, 97 F.3d 449, 454-55 (11th Cir. 1996); *In re Jiffy Lube Securities Litigation*, 927 F.2d 155 (4th Cir. 1991); *Eichenholtz v. Brennan*, 52 F.3d 478 (3d Cir. 1995).

12. The following additional definitions apply to the provisions of this Order barring certain claims as set forth in paragraph 13 below:

- a. **"Claim"** or **"Claims"** shall mean any obligations, causes of action, demands of any type that a party may presently have, may have or have had in the past, upon or by reason of any matter, cause or thing whatsoever, including without limitation any and all obligations, claims, causes of actions and demands of any kind whatsoever, at law or in equity, indirect, derivative, or direct, known or unknown, discovered or undiscovered that relate in any manner whatsoever to any transfers by the

Debtors to the BNP Parties, or investments in Debtors giving rise to such transfers.

- b. ***“Releasor”*** or ***“Releasors”*** shall mean (a) all past or present creditors of either or both of the Debtors, and (b) all investors and interest holders of either or both of the Debtors, including without limitation, any past or present limited partners of either or both of the Debtors.
- c. ***“BNPP Released Entities”*** shall mean (i) the BNPP Parties and their present and former affiliates, and (ii) all of their current and former employees, officers, directors, agents and attorneys, and each of their respective spouses, heirs, executors and assigns.
- d. ***“Cayman Funds Released Entities”*** shall mean (i) the Cayman Funds and their present and former affiliates, and (ii) all of their current and former employees, officers, directors, agents and attorneys, and each of their respective spouses, heirs, executors and assigns.

13. The Releasors are permanently barred and enjoined from commencing, prosecuting, or asserting either directly or in any other capacity, against the BNPP Released Entities, any Claims that any Releasor now has, ever had or may claim to have in the future; provided that nothing in this Order shall (i) enjoin, impair or delay the Securities and Exchange Commission (***“SEC”***) from commencing or continuing any Claims, proceedings or investigations against any person or entity, including the BNPP Released Entities or (ii) release or discharge any person or entity, including the BNPP Released Entities, from any Claims, rights, powers or interests held or assertable by the SEC.

14. The Releasors are permanently barred and enjoined from commencing, prosecuting, or asserting either directly or in any other capacity, against the Cayman Funds Released Entities, any Claims that any Releasor now has, ever had or may claim to have in the future; provided that nothing in this Order shall (i) enjoin, impair or delay the SEC from

commencing or continuing any Claims, proceedings or investigations against any person or entity, including the Cayman Funds Released Entities or (ii) release or discharge any person or entity, including the Cayman Funds Released Entities, from any Claims, rights, powers or interests held or assertable by the SEC.

15. The Court retains jurisdiction to enforce or interpret this Order.

###

Submitted By:

Joshua A. Marcus, Esquire

Florida Bar No. 92857

jmarcus@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 the Trustee

Copies Furnished To:

Joshua A. Marcus, Esquire, 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, lfi@kttl.com
- Keith T Appleby kappleby@hwhlaw.com, lbecker@hwhlaw.com
- Paul A Avron pavron@bergersingerman.com, efile@bergersingerman.com;efile@ecf.informptcy.com
- Scott L. Baena sbaena@bilzin.com, eservice@bilzin.com;lflores@bilzin.com
- Marc P Barmat ndixon@furrcohen.com, mbarmat@furrcohen.com;atty_furrcohen@bluestylus.com
- Sean M. Berkowitz sean.berkowitz@lw.com, cheffiling@lw.com;william.katt@lw.com;roger.schwartz@lw.com;robert.malione@lw.com;megan.fitzpatrick@lw.com;barbara.pipchok@lw.com
- Steven M Berman sberman@slk-law.com, bgoodall@slk-law.com
- Mark D. Bloom bloomm@gtlaw.com, MiaLitDock@gtlaw.com;miaecfbky@gtlaw.com
- Noel R Boeke noel.boeke@hklaw.com, wendysue.henry@hklaw.com
- Michael S Budwick mbudwick@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- Michael S Budwick mbudwick@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- Dennis M. Campbell dcampbell@campbelllawfirm.net, gschmied@campbelllawfirm.net;artigas@campbelllawfirm.net
- Rilyn A Carnahan rilyn.carnahan@gmlaw.com, efileu1092@gmlaw.com;efileu1089@gmlaw.com;efileu1435@gmlaw.com;efileu1094@gmlaw.com;lauren.baio@gmlaw.com
- Francis L. Carter flc@katzbarron.com, lcf@katzbarron.com
- Francis L. Carter flc@katzbarron.com, lcf@katzbarron.com
- Lisa M. Castellano lcastellano@becker-poliakoff.com, thenry@becker-poliakoff.com;tfritz@becker-poliakoff.com
- Helen Davis Chaitman ,jgorchkova@beckerny.com;blanco@beckerny.com;cdavis@beckerny.com
- Helen Davis Chaitman hchaitman@beckerny.com, jgorchkova@beckerny.com;blanco@beckerny.com;cdavis@beckerny.com
- Frank D Chantayan frank@chantayan.com
- Daniel DeSouza ddesouza@bplegal.com, cgeilman@bplegal.com;tfritz@bplegal.com
- John R. Dodd doddj@gtlaw.com, miaecfbky@gtlaw.com;mialitdock@gtlaw.com
- John D Eaton jeaton@shawde-eaton.com, sramirez@shawde-eaton.com
- Darren D. Farfante dfarfante@fowlerwhite.com, Denise.Strand@bipc.com
- Heidi A Feinman Heidi.A.Feinman@usdoj.gov
- Jonathan S. Feldman jfeldman@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- G Steven Fender efileu1113@gmlaw.com, efileu1094@gmlaw.com;efileu1092@gmlaw.com;efileu1435@gmlaw.com;lauren.baio@gmlaw.com
- David S Foster cheffiling@lw.com
- Robert G Fracasso Jr rfracasso@shutts.com, jgoodwin@shutts.com
- Robert C Furr bnasralla@furrcohen.com, atty_furrcohen@bluestylus.com
- Solomon B Genet sgenet@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- John H Genovese jgenovese@gjb-law.com, hburke@gjb-law.com;gjbecf@gjb-law.com
- Michael I Goldberg michael.goldberg@akerman.com, charlene.cerda@akerman.com
- Lawrence Gordich LAG@segallgordich.com, jxp@segallgordich.com;mna@segallgordich.com
- Scott M. Grossman grossmansm@gtlaw.com, smithl@gtlaw.com;MiaLitDock@gtlaw.com;FTLLitDock@GTLaw.com;miaecfbky@gtlaw.com
- Jennifer Hayes jhayes@foley.com, crowell@foley.com
- Zachary N James zjames@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- Kenneth M Jones kjones@moodyjones.com
- Michael A Kaufman michael@mkaufmanpa.com, diamondmk@aol.com;kaufmanesq@gmail.com;gstolzberg@mkaufmanpa.com;dginbel@mkaufmanpa.com;kwatson@mkaufmanpa.com;arodriguez@mkaufmanpa.com
- Stephen J Kolski Jr stevekolski@catlin-saxon.com
- Harris J. Koroglu hkroglu@shutts.com, jgoodwin@shutts.com
- James A Lodoen jlodoen@lindquist.com
- David S Mandel dmandel@mandel-law.com, susan@mandel-law.com
- Joshua A Marcus jmarcus@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- Joshua A Marcus jmarcus@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- Aleida Martinez Molina amartinez@wsh-law.com, jfuentes@wsh-law.com
- Paul J McMahon pjmc@pjmawmiami.com
- Brian M Mckell brian.mckell@wilsonelser.com, lourdes.riestra@wilsonelser.com
- James C. Moon jmoon@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- Barry E Mukamal bankruptcy@marcumlp.com, FL64@ecfbis.com
- Barry E Mukamal bemtrustee@kapilamukamal.com, FL64@ecfbis.com
- David J Myers myers@fsblegal.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 S Paiva chad.paiva@gmlaw.com, katrina.bankert@gmlaw.com
- Kristopher E Pearson kpearson@stearnsweaver.com, mmasvidal@stearnsweaver.com;bank@stearnsweaver.com;rross@stearnsweaver.com;dillworthcdp@ecf.epiqsystems.com;larrazola@stearnsweaver.com;sanderson@stearnsweaver.com
- Jennifer H Pinder jpinder@foley.com, crowell@foley.com
- Chad P Pugatch cpugatch.ecf@rprslaw.com
- Christopher S Rapp csrapp@jones-foster.com, eservice@tobinreyes.com
- Christopher S Rapp csrapp@tobinreyes.com, eservice@tobinreyes.com

- **Patricia A Redmond** predmond@steamsweaver.com, jmartinez@steamsweaver.com; bank@steamsweaver.com; tross@steamsweaver.com; dillworthcdp@ecf.epiqsystems.com; sanderson@steamsweaver.com; akoo@akingump.com
- **Patricia A Redmond** predmond@steamsweaver.com, jmartinez@steamsweaver.com; bank@steamsweaver.com; tross@steamsweaver.com; dillworthcdp@ecf.epiqsystems.com; sanderson@steamsweaver.com; akoo@akingump.com
- **Jason S Rigoli** jrigoli@furrcohen.com, ndixon@furrcohen.com; atty_furrcohen@bluestylus.com
- **Kenneth B Robinson** krobison.ecf@rprslaw.com
- **Joseph Rodowicz** bankruptcy@rodowiczlaw.com, rodowiczlaw@gmail.com
- **Robin J. Rubens** rjr@lklaw.com, cag@lklaw.com
- **Robin J. Rubens** rjr@lklaw.com, cag@lklaw.com
- **Peter D. Russin** prussin@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com
- **Franklin H Sato** fsato@wickersmith.com, alazaro@wickersmith.com
- **Bradley M Saxton** bsaxton@whww.com, scolgan@whww.com; rweinman@whww.com; breece@whww.com
- **Michael L Schuster** mschuster@gjb-law.com, gjbecf@gjb-law.com; mchang@gjb-law.com
- **Michael D. Seese** mseese@seesclaw.com, sseward@seesclaw.com
- **Steven E Seward** sseward@seesclaw.com
- **Bradley S Shraiberg** bshraiberg@sfl-pa.com, dwoodall@sfl-pa.com; vchapkin@sfl-pa.com; trossetto@sfl-pa.com; scusack@sfl-pa.com; blee@sfl-pa.com
- **Paul Steven Singerman** singerman@bergersingerman.com, mdiaz@bergersingerman.com; efile@bergersingerman.com; efile@ecf.inforuptcy.com
- **Jeffrey I. Snyder** jsnyder@bilzin.com, eservice@bilzin.com; lflores@bilzin.com
- **James S Telepman** jst@fcohenlaw.com
- **Charles W Throckmorton** cwt@kttlaw.com, lf@kttlaw.com; ycc@kttlaw.com
- **Trustee Services Inc 2** court@trusteeservices.biz, sandirose.magder@gmail.com
- **Skipper J Vine** jonathan.vine@csklegal.com
- **Jessica L Wasserstrom** jwasserstrom@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com
- **Morris D. Weiss** morrisw@hts-law.com, sherris@hts-law.com; annmariej@hts-law.com
- **George L. Zinkler** gzinkler.ecf@rprslaw.com

Label Matrix for local noticing
113C-9
Case 09-36379-PGH
Southern District of Florida
West Palm Beach
Thu May 1 08:15:26 EDT 2014

INC

Blackpool Absolute Return Fund, LLC
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive
Suite 300
Boca Raton, FL 33431-8530

NEF

Crown Financial Ministries, Inc.
c/o Timothy M. Obitts, Esq.
Gammon & Grange, P.C.
8280 Greensboro Dr., 7th Floor
McLean, VA 22102-3885

First Baptist Church of Tequesta, Inc.
c/o Roberto M. Vargas, Esq.
Jones Foster Johnston & Stubbs, P.A.
505 S. Flagler Drive
Suite 1100
West Palm Beach, FL 33401-5950

Geoff Varga, as Liquidator
c/o Robin Rubens
201 S Biscayne Blvd 34 Fl
Miami, FL 33131-4332

NEF

HSBC USA, INC
c/o Franck D. Chantayan
Carlton Fields, P.A.
525 Okeechobee Blvd., Suite 1200
West Palm Beach, FL 33401-6350

NEF

Kinetic Partners (Cayman) Ltd
c/o Robin Rubens, Esq. at LKLSG
201 S. Biscayne Blvd., 22 FL
Miami, FL 33131-4338

NEF

MIO Partners Inc
c/o Robin E Keller Esq
590 Madison Ave
New York, NY 10022-2524

Palm Beach Finance II, L.P.
3601 PGA Blvd
Suite 301
Palm Beach Gardens, FL 33410-2712

NNR

Raymond G. Feldman Family Ventures, L.P.
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive
Suite 300
Boca Raton, FL 33431-8530

NEF

Ashton Revocable Living Trust
c/o Helen Chaitman
45 Broadway
New York, NY 10006-3007

NEF

Blackpool Partners, LLC
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive
Suite 300
Boca Raton, FL 33431-8530

NEF

Douglas A. Kelly, Chapter 11 Trustee
c/o Bradley M. Saxton
PO Box 1391
Orlando, FL 32802-1391

General Electric Credit Corporation
c/o Patricia A. Redmond
Stearns Weaver Miller
150 W. Flagler St., #2200
Miami, FL 33130-1545

NEF

Golden Gate VP Absolute Return Fund, LP
c/o Manuel Farach, Esq.
Richman Greer, P.A.
250 Australian Avenue South, Ste. 1504
West Palm Beach, FL 33401-5016

KBC Financial Products (Cayman Islands) Ltd.

INC

Levine Kellogg Lehman Schneider & Grossman L
LKLSG c/o Robin Rubens
201 S. Biscayne Blvd., 34th Fl
Miami, FL 33131-4332

NEF

Minnesota Teen Challenge, Inc.
c/o
Paul Joseph McMahon, P.A.
Miami, FL 33129 US

NEF

Palm Beach Finance Partners, L.P.
3601 PGA Blvd
Suite 301
Palm Beach Gardens, FL 33410-2712

NNR

Reed Smith LLP
599 Lexington Ave 22 Flr
New York, NY 10022-7650

BMO Harris Bank, N.A.
c/o Charles W. Throckmorton
2525 Ponce de Leon
9th Floor
Coral Gables, FL 33134-6039

NEF

Calhoun Multi-Series Fund, L.P.
John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 NW Executive Center Dr.
Suite 300
Boca Raton, FL 33431-8530

NEF

Father's Heart-A Ranch for Children Inc
Shumaker, Loop, & Kendrick, LLP
101 E. Kennedy Blvd
Suite 2800
Tampa, FL 33602-5153

Geoff Varga, as Liquidating Trust Monitor fo
Levine Kellogg, et al. c/o RobinJRubens
201 S. Biscayne Blvd., 34th Floor
Miami, FL 33131-4332

NEF

Golden Sun Capital Management, LLC
c/o Michael L. Schuster, Esq.
100 SE 2nd Street
Suite 4400
Miami, FL 33131-2118

NEF

Kaufman, Rossin & Co.
c/o Rice Pugatch Robinson & Schiller
101 NE 3rd Avenue
Suite 1800
Fort Lauderdale, FL 33301-1162

NEF

M&I Marshall & Ilsley Bank
c/o Charles W. Throckmorton
2525 Ponce de Leon
9th Floor
Coral Gables, FL 33134-6039

NEF

Mosaic Fund, L.P.
c/o Kristopher E. Pearson
Stearns Weaver Miller
150 W. Flagler St.
Ste. 2200
Miami, FL 33130-1545

NEF

Prison Fellowship Ministries, Inc.
c/o Timothy M. Obitts, Esq.
Gammon & Grange, P.C.
8280 Greensboro Dr., 7th Floor
McLean, VA 22102-3885

DUP

SCALL, LLC
c/o Weissman, Dervishi, Borgo & Nordlund
SunTrust International Center
One Southeast Third Avenue, Suite 1980
Miami, FL 33131-1716

COMPOSITE
EXHIBIT 4

Sims Moss Kline & Davis, LLP
Davis Gillett Mottern & Sims LLC
c/o Jerry L Sims
Promenade #2445
1230 Peachtree St NE
Atlanta, GA 30309-3574

The Christensen Group, Inc.
Wicker Smith O'Hara McCoy & Ford, P
515 North Flagler Drive
Suite 1600
West Palm Beach, FL 33401-4346

Trustee Services Inc 2
Ken Welt
3790 N 28 Tr
Hollywood, FL 33020-1112

Albert Liguori
16590 Crownsbury Way, #201
Ft. Myers, FL 33908-5695

Amy Davenport
POB 3511
Midland, TX 79702-3511

Barry Beal
104 S Pecos St
Midland, TX 79701-5021

Beal Family Trust FBO Kelly S Beal
104 S Pecos St
Midland, TX 79701-5021

Bruce Prevost #15810-041
9595 W Quincy Ave
Littleton, CO 80123-1159

Carlton Beal Family Trust FBO Barry Beal
104 S Pecos St
Midland, TX 79701-5021

Cohen Milstein Sellers & Toll, PLLC
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, D.C 20005-3964
Attn: Andrew N. Friedman, Esq.

Southwest Key Programs, Inc.
c/o Noel Boeke
Holland & Knight
P.O. Box 1288
Tampa, FL 33601-1288

Thomas J. Ginley Life Ins. Trust Dated 1-22-
6650 N. Tower Circle Drive
Lincolnwood, IL 60712-3218

West Capital Management
c/o Simon B. Paris
1 Liberty Pl 52 FL
1650 Market St
Philadelphia, PA 19103-7301

Alton Opitz
144 Newhaven Ln
Butler, PA 16001-7910

Armadillo Fund
40 Random Farms Cir
Chappaqua, NY 10514-1000

BayRoc Associates
c/o JamiScott
15 W 53rd St. #24-B
New York, NY 10019-5401

Beal GST Exemption Trust
104 S Pecos St
Midland, TX 79701-5021

Calhoun Multi-Series Fund, L.P.
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 NW Executive Center Dr, Suite 300
Boca Raton, FL 33431-8530

Christopher J Topolewski, West Capital Manag
c/o Simon B. Paris
1 Liberty Pl 52 FL
1650 Market St
Philadelphia, PA 19103-7301

Compass Special Situations Fund LP
c/o MIO Partners, Inc.
55 E 52 St
New York, NY 10055-0102

NEF

NEF

Sumnicht Money Masters Fund I Liquidating Tr
c/o John E Page, Esquire
Shraiberg, Ferrara & Landau, PA
2385 NW Executive Center Drive
Suite 300
Boca Raton, FL 33431-8530

Toledo Fund, LLC
c/o Weissman, Dervishi, Borgo & Nordlund
SunTrust International Center
One Southeast Third Avenue, Suite 1980
Miami, FL 33131-1716

ZCALL, LLC
c/o Weissman, Dervishi, Borgo & Nordlund
SunTrust International Center
One Southeast Third Avenue, Suite 1980
Miami, FL 33131-1716

Amy Davenport
3 Greenwich Dr
Midland, TX 79705-6418

BTA Oil Producers
104 S Pecos St
Midland, TX 79701-5099

Beacon Partners, Ltd
3030 McKinney Ave, #305
Dallas, TX 75204-7472

Blackpool Absolute Return Fund, LLC
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive, Suite
Boca Raton, Florida 33431-8510

NEF

Cannonball Funds/Globefin Asset Manageme
PO Box 218
Wickatunk, NJ 07765-0218

Claude Lestage
4893 N Kay
Palm Beach Gardens, FL 33418-6167

David W Harrold, #15809-041
846 N.E. 54th Terrace
Sumterville, FL 33585

Deer Island, LP
Red Bird Farm 89 Nason Hill Rd
Sherborn, MA 01770-1233

Dennis Dobrinich
3860 Dogwood Ave
Palm Beach Gardens, FL 33410-4755

Douglas A. Kelley, Chapter 11 Trustee
Attn: James A. Rubenstein, Esq.
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3903

Douglas A. Kelley, Chapter 11 Trustee
Attn: Terrence J. Fleming, Esq.
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2100

Father's Heart Family Foundation Inc. DUP
8292 Nashua Dr
Palm Beach Garden, FL 33418-6046

Frank Carruth
5407 S Flagler Dr
West Palm Beach, FL 33405-3311

Frank Vennes
PO Box 3412
Tequesta, FL 33469-1006

Freestone Capital Management, Inc
c/o Mr. Justin Young
1918 Eighth Avenue, Suite 3400
Seattle, WA 98101-1214

Fulbright & Jaworski
2100 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2100

George & Nancy Slain
59-1089 Maluhi Pl
Kamuela, HI 96743-8504

George Novograder
875 N Michigan Ave #3612
Chicago, IL 60611-1947

Gillett Mottern and Walker, LLP
1230 Peachtree St. NE #2445
Atlanta, GA 30309-7500
At. Bob Mottern - Sky Bell
Pete L DeMahy, Esquire

Golden Gate VP Absolute Return Fund, LP
c/o Michael J Cordone, Esq
2600 One Commerce Square
Philadelphia, PA 19103-7018

Golden Sun Capital Management
Attn: Solomon Halpern
885 Arapahoe Ave
Boulder, CO 80302-6011

Golden Sun Multi-Manager Fund
c/o Jeffrey S Posta, Esq
POB 5315
Princeton, NJ 08543-5315

Guy N. Hohmann, Esq.
100 Congress Ave
18th Floor
Austin, TX 78701-4042

HSBC USA, Inc.
c/o Franck D. Chantayan
Carlton Fields, PA
525 Okeechobee Blvd., Suite 1200
West Palm Beach, FL 33401-6350

NEF

Holland & Knight, LLP
701 Brickell Ave
Suite 3000
Attn: Mitchell Herr
Miami, FL 33131-2898

JamiScott
c/o Leonard & Lillian Schneider
15 W 53rd St #24-B
New York, NY 10019-5401

JamiScott LLC
15 W 53rd St #24-B
New York, NY 10019-5401

Janeete Bancroft
9052 SW 103 Ave
Ocala, FL 34481-8230

Janet Bonebrake
7169 150th Ct N
Palm Beach Gardens, FL 33418-1923

John Bergman
303 W Wall, #1501
Midland, TX 79701-5166

Judith Goldsmith
3 Water Ln
Manhasset, NY 11030-1021

K&K Capital Management, Inc.
3545 Lake St, #201
Wilmette, IL 60091-1058

Karasel, LP
2385 Executive Center Dr, #190
Boca Raton, FL 33431-8581

Kaufman Rossin & Co.
2699 S Bayshore Dr
Miami, FL 33133-5486

Keleen H. Beal Estate
104 S Pecos St
Midland, TX 79701-5021

Kelly Beal
104 S Pecos St
Midland, TX 79701-5021

LAB Investments Fund, LP
1875 S Grant St, #600
San Mateo, CA 94402-7013

Leslie Schneider
c/o JaniScott
15 W 53rd St., #24-B
New York, NY 10019-5401

Lewis B. Freeman & Partners, Inc.
c/o Kenneth A. Welt, Receiver
1776 North Pine Island Road
Suite 102
Plantation, Florida 33322-5200

Lionheart LP
3545 Lake St #201
Wilmette IL 60091-1058

Lynda Beal
104 S Pecos St
Midland, TX 79701-5021

M. Lee Toothman
216 Barbados Dr
Jupiter, FL 33458-2917

MB Investments, LLC
110 N Wacker Dr, #330
Chicago, IL 60606-1511

Marder Investment Advisors Corp.
8033 Sunset Blvd, #830
Los Angeles, CA 90046-2401

Mark Prevost
2372 Hidden Ridge Ln
Jasper, AL 35504-7268

Martin Casdagli
554 E Coronado Rd
Santa Fe, NM 87505-0347

McKinsey Master Retirement Trust
c/o Mio Partners, Inc.
55 E 52nd St
New York, NY 10055-0102

Mosaic Capital Fund LLC
680 Fifth Ave, 8th Fl
New York, NY 10019-5429

Nancy Beal
104 S Pecos St
Midland, TX 79701-5021

Nancy Dobrinich
3860 Dogwood Ave
Palm Beach Gardens, FL 33410-4755

Nancy Hollingsworth
7107 Arrowood Rd
Bethesda, MD 20817-2808

NetWide Capital LLC
14362 N Frank Lloyd Wright Blvd, #1
Scottsdale, AZ 85260-8846

Office of the US Trustee
51 S.W. 1st Ave.
Suite 1204
Miami, FL 33130-1614

NEF

Palm Beach Finance Holdings, Inc.
c/o Lindquist & Vennum, PLLP
80 South Eighth Street, Ste 4200
Minneapolis, MN 55402-2223

Palm Beach Offshore II, Ltd
Admiral Financial Center, 5th Floor
90 Fort Street, PO Box 32021
Grand Cayman KY - 1208
Cayman Islands

Palm Beach Offshore LTD
Anchorage Centre, 2nd Floor
PO Box 32021 SMB
Grand Cayman, Cayman Islands

Pemco Partners, LP
8 Lyman St, #204
Westborough, MA 01581-1487

Petters Company, Inc.
c/o Lindquist & Vennum, PLLP
80 South Eighth Street, Ste 3200
Minneapolis, MN 55402-2215

Prateek Mehrotra, CFA, CAIA
Sumnicht & Associates
W6240 Communication Ct, #1
Appleton, WI 54914-8549

Randall Linkous
1174 SW 27 Ave
Boynton Beach, FL 33426-7824

Robert Davenport
POB 3511
Midland, TX 79702-3511

Robert Davenport, Jr
104 S Pecos St
Midland, TX 79701-5021

Ron Priestley
5565 N Espina Rd
Tucson, AZ 85718-5101

Ronald R. Peterson
Jenner & Block LLP
353 North Clark St.
Chicago, IL 60654-5474

Ronald R. Peterson
c/o Wilkie Farr & Gallagher, LLP
Attn: Michael S. Schachter, Esq.
787 Seventh Ave
New York, NY 10019-6099

Ronald R. Peterson
c/o McDermott Will & Emery, LLP
Attn: Lazar P. Raynal, Esq.
227 West Monroe Street
Chicago, IL 60606-5096

SALI Fund Services, LLC
1802 W 6th St.
Austin, TX 78703-5048

SBL-DIF
c/o MIO Partners, Inc
55 E 52nd St
New York, NY 10055-0002

DUP

SSR Capital Management LLC
4514 Cole Ave, #1000
Dallas, TX 75205-4177

SSR Capital Partners, LP
c/o R. James George, Jr., Esq
114 W 7th St #1100
Austin, TX 78701-3015

SSR Capital Partners, LP
c/o R. James George, Jr., Esq.
114 W. Seventh Street
Suite 1100
Austin, TX 78701-3015

Sage Capital Resources
3006 Julia St W, Unit A
Tampa, FL 33629-8809

Sandra Linkous
1174 SW 27 Ave
Boynton Beach, FL 33426-7824

Sarah Stroebe, Snr Corp Counsel
U.S. Bank National Association
800 Nicollet Mall
Minneapolis, MN 55402-2511

Scall, LLC
c/o Edward Toptani, Esq.
127 East 59th Street
New York, NY 10022-1225

Scott Schneider
c/o JamiScott
15 W 53rd St, #24-B
New York, NY 10019-5401

Sims Moss Kline & Davis, LLP
Three Ravinia Drive
Suite 1700
Atlanta, GA 30346-2133

Special Situations Investment Fund, LP
c/o Robin Keller, Esq.
Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022-7222

Spencer Beal
104 S Pecos St
Midland, TX 79701-5021

Spencer Evans Beal Family Trust
104 S Pecos St
Midland, TX 79701-5021

Spring Investor Services Inc.
Red Bird Farm
89 Nason Hill Rd
Sherborn, MA 01770-1233

Sterling Management Inc.
160 White Oaks Ln
Vadnais Heights, MN 55127-6132

Steven Bakaysa
2251 Wigwam Parkway #1026
Henderson, NV 89074-6235

Strategic Stable Return Fund (ID), LP
c/o R. James George, Jr., Esq.
114 West Seventh Street
Suite 1100
Austin, TX 78701-3015

NEF

Strategic Stable Return Fund II, LP
c/o R. James George, Jr., Esq.
114 W. Seventh Street
Suite 1100
Austin, TX 78701-3015

NEF

Sumnicht Money Masters Fund I
Liquidating Trust I
Cust/Tres Nat'l Advisors Trust Co
8717 West 110th St, #700
Overland Park, KS 66210-2127

DUP

Sumnicht Money Masters Fund I
Liquidating Trust I
c/o John E. Page
2385 NW Executive Center Dr. #300
Boca Raton, FL 33431-8530

NEF

Sumnicht Money Masters Fund, LP
c/o John E. Page, Esquire
Shraiberg Ferrara & Landau PA
2385 NW Executive Center Dr. #300
Boca Raton, FL 33431-8530

NEF

Table Mountain Capital, LLC
850 Quince Ave
Boulder, Co 80304-0746

Ted Goldsmith
3 Water Ln
Manhasset, NY 11030-1021

The Beal Trust U/A 4/17/68
104 S Pecos St
Midland, TX 79701-5021

Toledo Fund, LLC
c/o Edward Toptani, Esq.
127 East 59th Street
New York, NY 10022-1225

Tradex Global Advisors
35 Mason St, 4th Fl
Greenwich, CT 06830-5436

U.S. Bank Nat. Assoc.
c/o Richard Wilson
90 S 7th St. Ste 3300
Minneapolis, MN 55402-4104

U.S. Bank National Association
c/o Richard G. Wilson, Esq.
Maslon Edman Borman & Brand LLP
90 S 7th Street, Suite 3300
Minneapolis, MN 55402-4104

VAS Partners, LLC
Attn: Vincent P Allegra
4401 W Roosevelt Rd
Hillside, IL 60162-2031

Vincent Allegra
449 S Evergreen St
Bensenville, IL 60106-2505

West Capital Management
1818 Market St, #3323
Philadelphia, PA 19103-3655

Wilbur Hobgood
2189 Radnor Ct
North Palm Beach, FL 33408-2157

Zcall, LLC
c/o Edward Toptani, Esq.
127 East 59th Street
New York, NY 10022-1225

Alton Optiz
144 Newhaven Ln
Butler, PA 16001-7910

Barry E Mukamal
KapilaMukamal LLP
1 SE 3 Avenue Ste 2150
Box 158
Miami, FL 33131-1716

NEF

Barry E. Mukamal
1 SE 3rd Ave 10th FL
Miami, FL 33131-1710

NEF

Brett A Stillman
PC Doctor
3300 N Palmaire Dr #407
Pombano Beach, FL 33069-4235

NNR

Bruce Prevost
c/o Rappaport Osborne & Rappaport PL
1300 N Federal Hwy #203
Boca Raton, FL 33432-2848

NEF

Catherine A Ghiglieri
Ghiglieri & Company
2300 Cypress Point West
Austin, TX 78746-7117

NNR

Chad P. Pugatch
RPRS, PA
101 NE 3rd Ave., #1800
Ft. Laud., FL 33301-1252

NEF

Christopher Flynn
c/o Charles W. Throckmorton
2525 Ponce de Leon
9th Floor
Coral Gables, FL 33134-6039

NEF

Christopher Laursen
National Economic Research Associates,
1255 23rd St NW
Washington, DC 20037-1169

NNR

Daniel N. Rosen
300 Avenue North #200
Minneapolis, MN 55425-5527

NEF

David Harrold
c/o Rappaport Osborne & Rappaport, PL
1300 N Federal Hwy #203
Boca Raton, FL 33432-2848

NEF

David S Mandel
Mandel & Mandel LLP
1200 Alfred I. duPont Bldg
169 East Flagler St
Miami, FL 33131-1205

NNR

Elliot B Kula
Kula & Samson, LLP
17501 Biscayne Blvd
Aventura, FL 33160-4802

NNR

Eric Rubin
6861 SW 196 Ave #201
Ft. Lauderdale, FL 33332-1658

NNR

Hubert Thomas Wilkins III
Robert Hughes Associates, Inc
508 Twilight Trail #200
Richardson, TX 75080-8100

NNR

Jay P Tarshis
Arnstein & Lehr LLP
120 S. Riverside Plaza #1200
Chicago, IL 60606-3910

NNR

John D. Eaton
Rasco Klock Reininger
283 Catalonia Avenue, 2nd Floor
Coral Gables, FL 33134-6712

NNR

John H Genovese
100 SE 2 St Ste 4400
Miami, FL 33131-2118

NEF

Kenneth A Ralston
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive
Suite 300
Boca Raton, FL 33431-8530

NEF

Kenneth A Welt
Trustee Services, Inc.
8255 West Sunrise Boulevard
Suite #177
Plantation, FL 33322-5403

NEF

Kevin O'Halloran
Newbridge Management, LLC
1720 Peachtree St #425N
Atlanta, GA 30309-2449

NNR

Luke Dalchow
c/o Fabian Hoffner
310 4th Ave South
Suite 5010
Minneapolis, MN 55415-1053

NNR

Lynn E Turner
LitiNomics
444 S Flower St #2140
Los Angeles, CA 90071-2984

Marie Ashton
c/o Helen Chaitman
45 Broadway
New York, NY 10006-3007

NEF

Michael R Slade
Callaway & Price Inc
1639 Forum Pl #5
West Palm Beach, FL 33401-2330

NNR

Michael S Budwick Esq
200 S Biscayne Blvd # 3200
Miami, FL 33131-5323

NEF

Michelle Harrold
c/o Furr and Cohen, P.A.
2255 Glades Road
Suite 337W
Boca Raton, FL 33431-7379

NEF

Nancy B Rapoport
530 Farrington Court
Las Vegas, NV 89123-0622

NNR

Paul A Avron Esq.
2650 N. Military Trail # 240
Boca Raton, FL 33431-6346

NEF

Paul Steven Singerman Esq
1450 Brickell Ave #1900
Miami, FL 33131-3453

NEF

Peter Hagan
Berkeley Research Group
2200 Powell St., Ste. 1200
Emeryville, CA 94608-1833

NNR

Richard Painter
7128 Mark Terrace Dr
Edina, MN 55439-1628

NNR

Richard B Solum

NNR

Soneet R Kapila
Kapila & Company
1000 S Federal Hwy #200
Ft. Lauderdale, FL 33316-1237

NNR

Stephen Williams
59 Damonte Ranch Pkwy #3360
Reno, NV 89521-1907

Steven Bakaysa
2251 Wigwam Pkwy #1026
Henderson, NV 89074-6235

Label Matrix for local noticing
113C-9
Case 09-36396-PGH
Southern District of Florida
West Palm Beach
Wed May 21 15:03:10 EDT 2014

INC

US Trust, Co-Trustee of the Maxine B Adler T
5200 Town Center Road #500
Boca Raton, FL 33486-1018

Geoff Varga, as Liquidator
c/o Robin J. Rubens
201 S Biscayne Blvd 34 Fl
Miami, FL 33131-4332

NEF

ARIS Capital Management
645 Fifth Avenue, Suite 903
New York, NY 10022-5948

Palm Beach Finance II, L.P. NNR
3601 PGA Blvd
Suite 301
Palm Beach Gardens, FL 33410-2712

ARIS Multi-Strategy Fund, LP
Aris Capital Management
645 Fifth Ave #903
New York, NY 10022-5948

Alton Opitz
144 Newhaven Ln
Butler, PA 16001-7910

Barnett Capital Ltd.
450 Skokie Blvd, #604
Northbrook, IL 60062-7914

Barry Beal
104 S Pecos St
Midland, TX 79701-5021

BayRoc Associates LLC
c/o JamiScott LLC
15 West 53rd St #24-B
New York NY 10019-5401

Blackpool Absolute Return Fund, LLC
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive,
Boca Raton, Florida 33431-8510

NEF

Blackpool Partners, LLC
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive,
Boca Raton, Florida 33431-8510

NEF

Blackpool Partners, LP
701 Harger Rd, #190
Oak Brook, IL 60523-1490

Bruce Prevost #15810-041
9595 West Quincy Avenue
Littleton, CO 80123-1159

Centermark Asset Management
21320 Baltic Dr
Cornelius, NC 28031-6425

Clarridge Associates LLC
c/o JamiScott LLC
15 West 53rd St #24-B
New York NY 10019-5401

DUP

Cohen Milstein Sellers & Toll, PLLC
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, D.C 20005-3964
Attn: Andrew N. Friedman, Esq.

Compass Offshore Special Situations, PCC
c/o MIO Partners, Inc
55 E 52nd St
New York, NY 10055-0102

DUP

David Harrold #15809-041
846 N.E. 54th Terrace
Sumterville, FL 33585

Douglas A. Kelley, Chapter 11 Trustee
Attn: James A. Rubenstein, Esq.
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3903

Douglas A. Kelley, Chapter 11 Trustee
Attn: Terrence J. Fleming, Esq.
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2100

Frank Carruth
5407 S Flagler Dr
West Palm Beach, FL 33405-3311

Frank Vennes
2440 N. Courtenay Pkwy
Merritt Island, FL 32953-4127

Fulbright & Jaworski
2100 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2100

Genesis Capital
5202 Olympic Dr NW, #101
Gig Harbor, WA 98335-1727

Geoffrey Varga and Neil Morris
Joint Liquidators of Palm Beach Offshore
c/o Mark W. Eckard, Esq.
1201 N. Market Street, Suite 1500
Wilmington, DE 19801-1163

Gillett Mottern and Walker LLP
1230 Peachtree Street NE #2445
Atlanta, GA 30309-7500
Attn: Bob Mottern - Sky Bell
Pete L. DeMahy, Esquire

Golden Sun Capital Management
Attn: Solomon Halpern
885 Arapahoe Avenue
Boulder, CO 80302-6011

Golden Sun Multi-Manager Fund, LP
Attn: Solomon Halpern
885 Arapahoe Avenue
Boulder, CO 80302-6011

Guardian Capital, LLC
3225 Aviation Ave, #601
Miami, FL 33133-4741

Guy M. Hohmann, Esq.
100 Congress Ave
18th Floor
Austin, TX 78701-4042

HSBC USA, INC.
c/o Franck D. Chantayan
Carlton Fields, P.A.
525 Okeechobee Blvd., Suite 1200
West Palm Beach, FL 33401-6350

HSBC USA, Inc.
HSBC Alternative Fund Services
330 Madison Ave, 5th Floor
New York, NY 10017-5042

Hillcrest Properties, c/o Stephen Willia
59 Damonte Ranch Pkwy, #B-360
Reno, NV 89521-1907

Holland & Knight, LLP
701 Brickell Ave
Suite 3000
Attn: Mitchell Herr
Miami, FL 33131-2898

Integrity Partners, c/o Scott Walchek
1499 Danville Blvd, #202
Alamo, CA 94507-4907

James Corydon
6650 N Tower Circle Dr
Lincolnwood, IL 60712-3218

Jamiscott, LLC
15 W 53 St, #24-B
New York, NY 10019-5401

Jamiscott, LLC, c/o Leonard & Lillian Sc
1089 S Ocean Blvd
Palm Beach, FL 33480-4932

John Daniel
225 Wellington Ln
Cape Girardeau, MO 63701-9540

Judith Goldsmith
3 Water Ln
Manhasset, NY 11030-1021

Karasel, LP
2385 Executive Center Dr, #190
Boca Raton, FL 33431-8581

Kaufman Rossin & Co.
2699 S Bayshore Dr
Miami, FL 33133-5486

Kenneth A. Ralston
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive,
Boca Raton, Florida 33431-8510

Kenneth Ralston
666 Riford Rd
Glen Ellyn, IL 60137-3973

DUP

Kenneth Ralston
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive,
Boca Raton, Florida 33431-8510

NEF

LAB Investments Fund, LP
1875 S Grant St, #600
San Mateo, CA 94402-7013

Laulima Partners, LP
C/O Smithfield Trust Co.
Attn: Robert Kopf Jr.
20 Stanwix St, #650
Pittsburgh, PA 15222-1330

Leslie Schneider
c/o Jamiscott LLC
15 West 53rd St #24-B
New York NY 10019-5401

Lewis B. Freeman & Partners, Inc.
c/o Kenneth A. Welt, Receiver
1776 North Pine Island Road
Suite 102
Plantation, Florida 33322-5200

NEF

Marder Investment Advisors Corp.
8033 Sunset Blvd, #830
Los Angeles, CA 90046-2401

Maxine Adler
109 Los Patios
Los Gatos, CA 95032-1127

Maxine Adler
c/o US Trust/Bank of America and Patricia
150 E. Palmetto Park Road, Suite 200
Boca Raton, FL 33432-4831

McKinsey Master Retirement Trust
c/o Robin Keller, Esq.
Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022-7222

Mosaic Capital Fund LLC
680 Fifth Ave, 8th Fl
New York, NY 10019-5429

Ocean Gate Capital Management, LP
5 Sewall Street
Marblehead, MA 01945-3396

Office of the US Trustee
51 S.W. 1st Ave.
Suite 1204
Miami, FL 33130-1614

NEF

Palm Beach Finance Holdings, Inc.
c/o Lindquist & Vennum, PLLP
80 South Eighth Street, Ste 4200
Minneapolis, MN 55402-2223

Palm Beach Offshore II, Ltd.
Admiral Financial Center, 5th Floor
90 Fort Street, PO Box 32021
Grand Cayman KY-1208
Cayman Islands

Palm Beach Offshore, Ltd.
Anchorage Centre, 2nd Floor
PO Box 32021 SMB
Grand Cayman
Cayman Islands

Pemco Partners, LP
8 Lyman St, #204
Westborough, MA 01581-1487

Petters Company, Inc.
c/o Lindquist & Vennum, PLLP
80 South Eighth Street, Ste 4200
Minneapolis, MN 55402-2223

Raymond Feldman
4644 Balboa Ave
Encino, CA 91316-4105

Raymond G. Feldman Family Ventures, L.P.
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive,
Boca Raton, Florida 33431-8510

Ronald R. Peterson
Jenner & Block LLP
353 North Clark St.
Chicago, IL 60654-5474

Ronald R. Peterson
c/ Wilkie Farr & Gallagher, LLP
Attn: Michael S. Schachter, Esq.
787 Seventh Ave
New York, NY 10019-6099

Ronald R. Peterson
c/o McDermott Will & Emery, LLP
Attn: Lazar P. Raynal, Esq.
227 West Monroe Street
Chicago, IL 60606-5096

SSR Capital Management LLC
4514 Cole Ave, #1000
Dallas, TX 75205-4177

SSR Capital Partners, LP
c/o R. James George, Jr., Esq.
114 W. Seventh Street
Suite 1100
Austin, TX 78701-3015

Santa Barbara Investment Capital
2220 Santiago Rd
Santa Barbara, CA 93103-1752

Scotia Capital
The Bank of Nova Scotia
Global Alternative Asset Group
40 King St W, 68th FL
Toronto, Ontario M5W 2X6 Canada

Scott Schneider
c/o JamiScott LLC
15 West 53rd St #24-B
New York NY 10019-5401

Select Access Management
15 Valley Dr
Greenwich, CT 06831-5205

Sims Moss Kline & Davis, LLP
Three Ravinia Drive
Suite 1700
Atlanta, GA 30346-2133

Special Olympics
Northern California, Inc
Attn: Rebecca Thompson, General Counsel
3480 Buskirk Ave #340
Pleasant Hill, CA 94523-4382

Strategic Stable Return Fund (ID), LP
c/o R. James George, Jr., Esq.
114 W. Seventh Street
Suite 1100
Austin, TX 78701-3015

Strategic Stable Return Fund II, LP
c/o J. James George, Jr., Esq.
114 W. Seventh Street
Suite 1100
Austin, TX 78701-3015

Strategic Stable Return Fund, II, LP
c/o R. James George, Jr., Esq.
114 W. Seventh Street
Suite 1100
Austin, TX 78701-3015

Table Mountain Capital, LLC
850 Quince Ave
Boulder, Co 80304-0746

Ted Goldsmith
3 Water Ln
Manhasset, NY 11030-1021

U.S. Bank Natl Assoc
c/o Richard G Wilson, Esq
90 S 7 St #3300
Minneapolis, MN 55402-4104

U.S. Trust and Patricia Schwab
Successor Trustees, TUA Maxine B Adler
POB 842056
Dallas, TX 75284-2056

UC Davis School of Veterinary Medicine
Office of the Dean - Development
One Shields Avenue
Davis, CA 95616-5270

Umbach Financial Group, LLC
250 Royal Palm Way, #201
Palm Beach, FL 33480-4356

Zimmer Lucas Capital
535 Madison Ave, 6th Fl
New York, NY 10022-4287

Barry E Mukamal
KapilaMukamal LLP
1 SE 3 Avenue Ste 2150
Box 158
Miami, FL 33131-1716

Patricia Schwab, Co-Trustee of the Maxine B
1511 NE 57 Ct
Ft Lauderdale, FL 33334-5976

Paul A Avron Esq.
2650 N. Military Trail # 240
Boca Raton, FL 33431-6346

Paul Steven Singerman Esq
1450 Brickell Ave #1900
Miami, FL 33131-3453

ADDITIONAL (ADDL)

Davis Gillet Mottern & Sims, LLC Promenade, Suite 2445 1230 Peachtree Street, NE Atlanta, GA 30309	Pete L DeMahy, Esquire DeMahy Labrador et al. 150 Alhambra Circle Coral Gables, FL 33134
Debevoise & Plimpton LLP Attn: Edwin G. Schallert, Esquire 919 Third Avenue New York, NY 10022	Lionheart Insurance Fund Series Interests of the SALI Multi-Fund Series Fund, LP 6836 Austin Center Blvd. Ste 320 Austin, TX 78731
Ron Robertson, President Strategic Capital Group 7191 Wagner Way NW, Suite 302 Gig Harbor, WA 98335	Internal Revenue Service PO Box 7346 Philadelphia, PA 19101-7346
Andrew P. O'Brien, Esquire U.S. Securities and Exchange Commission Chicago Regional Office 175 West Jackson Blvd., Suite 900 Chicago, IL 60604	Sean O'D. Bosack, Esquire Godfrey & Kahn 780 N. Water Street Milwaukee, WI 53202
John L. Kirtley, Esquire Godfrey & Kahn 780 N Water Street Milwaukee, WI 53202	Matia L. Kreiter, Esquire Godfrey & Kahn 780 N Water Street Milwaukee, WI 53202
Daniel N. Rosen, Esquire Parker Rose, LLC 888 Colwell Building 123 North Third Street Minneapolis, MN 55401	Citco Global Securities Services 2600 Airport Business Park Kinsale Road Co.Cork Ireland
Lane E. Roesch White & Case, LLP 200 S. Biscayne Blvd., Suite 4900 Miami, FL 33131	Monica Hanlet PO Box 321255 Palm Coast, FL 32135-1255
Michael R. Band, Esquire Band Law Firm 169 East Flagler Street, Suite 1200 Miami, FL 33131	Deutsche Bank (Cayman) Ltd c/o Deutsche International Trust Corporation Mauritius Limited Level 5 Altima Building, 56 Ebene Cybercity Mauritius
James L. Volling, Esquire 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402-3901	Harry Frischer, Esq. Proskauer Rose LLP Eleven Times Square (Eighth Avenue & 41st Street) New York, NY 10036-8299