

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

IN RE:

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

Debtors.

CASE NO. 09-36379-PGH
CASE NO. 09-36396-PGH
(Jointly Administered)

**LIQUIDATING TRUSTEE'S EX PARTE MOTION TO
APPROVE RESTORATION AND PAYMENT OF ELECTRONIC DATABASE COSTS**

Barry E. Mukamal, in his capacity as liquidating trustee ("*Liquidating Trustee*") for the Palm Beach Finance Partners Liquidating Trust and the Palm Beach Finance II Liquidating Trust (collectively, the "*Liquidating Trusts*"), by and through undersigned counsel, and pursuant to 11 U.S.C. § 363(b)(1), 503(b)(1)(A) and 507(a)(2), seeks an Order from this Court, on an *ex parte* basis, allowing him to restore materials produced to him by principals of the Debtors in an electronic database format and then pay the monthly charges associated with such database without further order of the Court. In support, the Liquidating Trustee states the following:

Factual Background

1. The Liquidating Trusts are the successors to two hedge funds, Palm Beach Finance Partners, L.P. and Palm Beach Finance II, L.P. (collectively, the "*Palm Beach Funds*").
2. Pre-petition, the principals of the Palm Beach Funds – Bruce Prevost and David Harrold – established an electronic, text searchable database. The database housed data relating to the funds' business operations and included tens of thousands of -mails and electronic files

located on the file and e-mail exchange server maintained by the management entities that controlled the Palm Beach Funds.

3. Approximately four months ago, Messrs. Prevost and Harrold produced nearly all of the materials located on the database to the Liquidating Trustee and placed the database in “hibernation.”

4. The Liquidating Trustee seeks to restore the materials produced to him in the electronic database format utilized by Messrs. Prevost and Harrold. The materials that will be restored will consist of all documents produced by the Messrs. Prevost and Harrold from the database except for duplicate documents and attorney-client privileged communications and documents between Messrs. Prevost and Harrold and their legal counsel at Holland & Knight, Adorno & Yoss, Shraiberg, Ferrara & Landau, Furr & Cohen & Rappaport, Osborne & Rappaport.

5. The Liquidating Trustee’s professionals have contacted the firm (Capital Novus) that assembled the database to negotiate the terms of restoration. Capital Novus has agreed to restore the materials and maintain it on economic terms similar to what was agreed to with Messrs. Prevost and Harrold. A copy of the agreement is attached as Exhibit 1 (“*Novus Agreement*”) and is summarized as follows:

- a) A one-time charge of \$3,500 to restore the electronic database.
- b) A current estimated monthly storage/maintenance cost of \$20/gb. Based on this price per gigabyte, Messrs. Prevost and Harrold paid approximately \$3,500/month to maintain the database. It is anticipated that this monthly cost will be less on the basis that duplicate documents have been eliminated from the materials that will be restored.

c) Hourly costs for Capital Novus professionals ranging from \$150 to \$225 an hour. Based on the anticipated use of the database by the Liquidating Trustee, it is not expected that these services will be utilized in any meaningful manner.

Relief Requested

6. The Liquidating Trustee requests that this Court authorize him to enter into the Novus Agreement on the terms set forth therein and approve payment of the monthly costs associated with the database without further order of the Court, with such costs being split pursuant to the agreed allocation of costs in these bankruptcy cases: 18% for Palm Beach Finance Partners, LP and 82% for Palm Beach Finance II, LP.

7. Pursuant to 11 U.S.C. § 503(b)(1)(A), "after notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including the actual, necessary costs and expenses of preserving the estate." Section 507(a)(2) of the Bankruptcy Code provides that administrative expenses allowed under § 503(b) are entitled to payment as a second priority in bankruptcy cases. 11 U.S.C. § 507(a)(2).

8. "To qualify as an allowed administrative expense under § 503(b)(1), it is generally held that the claim must have arisen postpetition and resulted from actions taken by the trustee that created a benefit to the estate." *See In re EZ Pay Servs., Inc.*, 380 B.R. 861, 864 (Bankr. M.D. Fla. 2007). The Eleventh Circuit has interpreted § 503(b)(1) to require that the expense be "actual" and "necessary," and also that it provide a concrete benefit to the debtor's estate. *See In re Subscription Television of Greater Atlanta*, 789 F.2d 1530 (11th Cir.1986). "In order for a claim on a postpetition expense to be allowed as an administrative priority claim, an estate must actually make beneficial use of any value received in exchange for the incurring of

the expense.” *In re Right Time Foods, Inc.*, 262 B.R. 882, 884 (Bankr. M.D. Fla. 2001) (quoting *In re Sports Shinko (Florida) Co., Ltd.*, 333 B.R. 483, 490 (Bankr. M.D. Fla. 2005)).

9. The costs in restoring and maintaining the electronic database are actual and necessary costs of preserving the Palm Beach Funds’ bankruptcy estates and provide a concrete benefit to these bankruptcy estates.

10. Because the database will be text searchable, it will streamline the Liquidating Trustee’s investigation of claims against third parties and aid the Liquidating Trustee in assessing the viability and resolution of these claims.

11. More importantly, the database will reduce the cost and time of responding to discovery requests associated with any litigation against third parties. Namely, cost efficiencies in responding to discovery will be achieved because responsive documents can be made available by employing “key word” search terms in the database. Doing so avoids the need of searching through massive amounts of unorganized files and e-mails to find responsive documents and then produce them to third parties.

WHEREFORE, the Liquidating Trustee requests entry of an Order (a proposed Order is attached as Exhibit 2) approving the Capital Novus Agreement on the terms set forth therein; deeming the costs and expenses related thereto as an administrative expense entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(1)(A) and 507(a)(2); approving the payment of the monthly expenses associated with the database without further order of the Court; and (d) granting such other and further relief as the Court deems just and proper.

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Dated this 11th day of November, 2011.

s/Jonathan S. Feldman

JONATHAN S. FELDMAN

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*Attorneys for Barry E. Mukamal,
Liquidating Trustee*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of foregoing was served via the Court's Notice of Electronic Filing on November 11, 2011, upon the Registered Users listed on the attached Exhibit 3 and served via U.S. Mail on November 11, 2011, upon all parties listed on the attached Exhibit 4.

s/ Jonathan S. Feldman

Jonathan S. Feldman



PROJECT
Project Palm Beach Transfer

PRESENTED TO
Jonathan S. Feldman
Meland Russin Budwick

CLIENT MATTER
TBD

DATE
November 4, 2011

SUBMITTED BY
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Fairfax, VA 22030
Proposal Response Point of Contact
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 **CAPITAL LEGAL**
SOLUTIONS
Electronic Discovery Innovators

The information contained in this document is deemed confidential and proprietary in nature by Capital Legal Solutions and is intended solely for the use by Capital Legal Solutions and its customers in performance of the services described herein. Any use of the information, process details and procedures contained herein for any other purpose is strictly forbidden. Nothing in this document grants any right, title or interest to any other party for the use of its content.
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1 Project Overview

Capital Legal Solutions (CLS) is pleased to provide Meland Russin Budwick with a Statement of Work for Palm Beach Finance Liquidating Trust and Palm Beach Finance II Liquidating Trust.

The intent of this Statement of Work ("SOW") is to define activities, deliverables, and pricing to meet the objectives of the Legal Team for this project. All work performed by CLS on this project will be conducted at the direction of and under the supervision of the legal team in their capacity as counsel to client and as such, all communications and documents exchanged between Capital Legal, and/or the client shall be protected by the attorney-client privilege and work product doctrine.

Should the scope of the project materially change from that which is outlined within this SOW, the total project timeline and cost may change. Capital Legal will confirm and/or modify the timeline associated with this project upon receipt and evaluation of the media/data. The overall cost of the project will be monitored in relation to the price estimate provided at the commencement of the project. Revised estimates will be provided if it appears that the original estimate will be exceeded or upon request.

At the clients' direction, CLS will migrate production data from an existing matter to a separate database along with any coding or tagging that was conducted for the previous matter.

Capital Legal is a Safe Harbor Certified provider.

The data collection tasks undertaken by CLS are carried out by staff trained and certified in digital forensics. We use court recognized and accepted procedures that may be used in any legal document or proceeding. The CLS forensic staff has collected data worldwide and can be ready for collection within 24 hours. The preservation of evidence we collect is fundamental to all of our forensic activities. CLS uses the highest standard to protect and preserve our clients' media. Capital Legal Solutions' carefully developed set of procedures is fully court defensible if testimony becomes necessary as to the collection methods employed or chain-of-custody.



2 Company Overview

CLS is a privately held provider of electronic discovery technical and consulting services, founded in 2002. A woman and minority owned business enterprise, CLS commenced business as a technology company, providing innovative, even visionary, technical solutions to the general marketplace and has been exclusively focused on providing services to the legal community and related client base organizations. With approximately 180 employees around the world, we provide the full spectrum of e-discovery services (in the collection, reduction, processing, review and production of electronic data) and operate within a state-of-the-art facility in Fairfax, Virginia. Our facility is capable of hosting more than 140 terabytes of in-house data storage and contains 140 high-powered processing work stations. CLS also maintains a fully equipped data forensics lab that provides a base of operations for its computer forensics team and a site for the restoration of backup tapes and other archival media and the extraction of targeted data from such media. The lab contains an extensive assortment of "legacy" hardware and backup software for the recovery of data from antiquated or obsolete systems. Moreover, CLS's facility in India supplements a 24-hour support structure for our clients, supporting both data processing services and our proprietary document review and hosting solution, eZReview®. CLS also has additional data centers in Paris and Tokyo designed to support our international clients. Our facility in Ahmedabad, India also employs a team of application developers for the support and implementation of CLS' own suite of proprietary processing and review software and for the customization of applications to meet clients' needs on a per case basis. All mission-critical applications used by the company for processing, document review and hosting are proprietary in nature.

CLS has extensive background and expertise in providing sophisticated e-discovery services to the legal community and client base organizations. We have been privileged to support premier international law firms and major corporations in complex, high profile matters. CLS' senior management includes some of the most experienced and talented legal technology experts, certified forensic experts, project management specialists, practice support professionals and e-discovery consultants in the field.

All work performed by CLS on this project will be conducted at the direction of and under the supervision of Client in their capacity as counsel to client on their investigation and as such, all communications and documents exchanged between CLS, Client shall be protected by the attorney-client privilege.

The data collection tasks undertaken by CLS are carried out by staff trained and certified in digital forensics. We use court recognized and accepted procedures that may be used in any legal document or proceeding. The CLS forensic staff has collected data worldwide and can be ready for collection within 24 hours. The preservation of evidence we collect is fundamental to all of our forensic activities. CLS uses the highest standard to protect and preserve our clients' media. CLS carefully developed set of procedures is fully court defensible if testimony becomes necessary as to the collection methods employed or chain-of-custody.



3 Project Team Biographies

Thomas Skelley. Tom oversees the Project Management team at Capital Legal Solutions and plays a key role to ensure client needs are met.

Tom has worked in the litigation support arena for more than 25 years. He has experience in the corporate, legal and vendor environments, giving him a unique perspective on the challenges facing each sector. Previously Tom served as Director of Litigation Support at Covington & Burling. He was responsible for implementation of litigation-related technology, case management, and internal e-discovery consulting. He has worked with a Fortune 500 company in the telecommunications industry as a Technical Project Manager in the General Counsel's Office, and as a Program Manager on a federal government litigation support contract. He has been responsible for the development and implementation of technology relating to litigation support, as well as technology related to the tracking of various matters for internal business units.

Harsh Sutaria, Director Client Services.

Harsh focused on helping clients leverage CLS' unparalleled technology and engineering resources to quickly address case specific requirements and design matter specific solutions. Harsh began his career at CLS holding several IT and Client Relation positions during the founding years of the organization. His growth within the company reflects his subject matter expertise and unwavering focus on client needs and satisfaction. A strong proponent of innovation and process improvement, Harsh plays a vital role in managing and training team members to ensure efficient, cost-effective solutions. Prior to joining CLS, Harsh served as an Analyst for Bank of America and has also worked for the Department of Defense on projects involving Enterprise Support Services for Office of the Assistant Secretary of Defense (Health Affairs) & TRICARE Management Activity, giving him a unique perspective on client management. Harsh holds a BS in Information Systems and is completing his MS in Information Systems Technology from George Washington University.

Adrienne Alston, Project Manager

Adrienne Alston is a seasoned project manager and litigation support professional. She has more than 20 years' experience providing support for the entire spectrum of electronic discovery services (5 years in litigation support and 18 years in project management). Working in tandem as client interface & an important member of the CLS team, she is responsible for the overall planning and management of litigation discovery projects. She ensures prompt and proactive communication with customers, project teams and senior staff members in E-Discovery Operations & CLS Management. She has handled massive data collections, completed complex task orders and always won plaudits from dedicated clients and the management.



Mara Hogan, Project Manager

Mara has played multi-faceted roles in marketing, event management and is currently serving as a Project Manager. She represented Capital Legal Solutions at major trade shows and has been the face of the company at international trade events. She also used her writing skills in proposal preparation and business development areas. She is a keen observer of e-discovery in action and is conversant with CLS software and process engineering methods. She has strong understanding of the CLS document review tool, software packages such as Summation, Concordance, etc. Mara has been with Capital Legal Solutions for 4 years now. She studied psychology at the University of Connecticut and has truly benefited from her people skills, years in marketing and is one of our thoughtful and promising project managers.

4 Client Contact Information for Billing

Name:	
Title:	
Address:	
Phone	
Email	



5 Pricing Services

5.1 Preferred Pricing Benefits

- No charge for standard project management. Standard Project Management is defined as reporting on status of project, billing questions, billing client once task has been completed, responding to or directing client questions to appropriate personnel regarding processing or hosting.
- Should the need arise to move the database to the United States; CLS will do so at no charge.
- No charge for up to three WebEx trainings per project.
- No charge for Tiff on demand

5.2 General Assumptions

- Project Management will be available from 8 am EST to 6 pm EST, Monday through Friday. Should a Project Manager be required after those hours, for weekend support or holidays, an hourly fee listed in the table below will be assessed.
- Technical Support will be provided 24 x 7 for this project. Fees will only be assessed if creation of work product is requested.
- All hourly charges will be rounded up to the next whole hour per service item per billing period
- Technical Support for the eZReview support desk will be provided 24 x 7 for this project. Fees will only be assessed if creation of work product is requested.
- For line items priced by the gigabyte, the gigabyte count is rounded up to the next whole gigabyte in calculating fees
- Keyword filtering list (for electronic disclosure documents) will be provided to CLS in electronic format
- Senior Consulting time will be assessed for project or task analysis at a rate of \$225 per hour
- CLS requires a minimum of 24-hours to process data for productions. CLS will attempt to meet productions requests with less than 24-hour notice, however, a rush charge of 25% will be applied
- Requests for personnel to be on Standby or on-call will be billed at the applicable rate.

CLS does not take any responsibility on privacy/confidentiality violations by its client or law firm in making data available for processing or hosting. CLS assumes data it is receiving or collecting has been fully authorized by the requisite parties.



5.3 Rates

Service	Price Point	Rate
Migration of Existing Produced data.	Flat Fee	\$3,500
Monthly Hosting Fee	Per GB	\$20
Project Manager- Standard	Per Hour	No Charge
Non-Standard Project Manager	Per Hour	\$150
Senior Consultant	Per Hour	\$225
Additional WebEx Training	Per Hour	\$150
Engineering	Per Hour	\$150

5.4 Delivery Media

Delivery Media	Price Point	
FTP		No Charge
Hard Drive	Per Hard Drive	\$150 ¹
DVD	Per DVD	\$35
CD	Per CD	\$20
Courier	Per Delivery	At Cost



5.5 Near Line Storage

Should the need arise, CLS will store data on near line storage at the rates listed below. Data must remain in near line storage for two (2) months otherwise the regular hosting rate will be charge retroactively

The cost to restore the data will be an hourly charge not to exceed the price for archiving.

Archiving Options	Description	Price Point	
Option #1: Warm Archive	The database will be moved to a near-line storage sever where limited access will be available.	Per Month (Should the client request to reactivate the database it will take up to 48 hours)	\$1,500
Option #2: Cold Archive	The database will be exported out of eZReview® and placed on a backup tape in its eZReview® form. This will enable CLS to import data back into the system without conversion.	Flat Rate (Should the client request to reactivate the database it will take up to 48 hours.) CLS will store the tape(s) for up to six months. After six months, a monthly tape storage fee of \$60 will apply.	\$2,500
Option #3: Cold Archive & Conversion	The database will be exported out of eZReview® and converted to a third party database (i.e. Concordance, Summation, Documatrix, etc).	Flat Rate Per Database for 1 to 50 GB	\$3,500
		Flat Rate Per Database for 51 to 100 GB	\$7,500
		Flat Rate Per Database for 101 GB 150 GB	\$11,800+
		Over 150 GB – quote will be provided on case by case basis on complexity of data.	



6 Estimated Pricing

Estimated Pricing for First Month			
Estimated Pricing	Price Point	Pricing Unit Cost	Totals
	Initial Volume		Tier1 Total Cost
Migration of existing database	Flat Fee	\$3,500	\$3,500
Monthly Hosting per GB	160	\$20	\$3,200
Standard Project Management	No Charge	\$0	\$0
User Support hourly	5	\$150	\$750
Estimated Total			\$7,450



Terms and Conditions

1. **Payment.** CLS will submit invoices at the completion of certain phases of the Engagement. Large expense items will be billed as incurred. **Invoices are due and payable within 30 days from invoiced date.** Any amounts not disputed within 10 days of receipt are deemed accepted and binding. Should any amount on the invoice be disputed, client agrees to process all undisputed amounts within sixty days of the invoiced date, while the parties attempt to resolve the contested amounts to their mutual satisfaction. **Once resolved, client agrees to pay the remaining amount within ten days of resolution. Interest on unpaid balances will accrue at 1.5 percent per month.** CLS reserves the rights to terminate its services with a 15-day prior notice if Client fails to pay CLS invoices in a timely manner.
2. **Warranties.** CLS makes no representations or warranties with respect to the services to be performed pursuant to this Agreement, other than those contained within this paragraph. CLS' entire liability and Client's exclusive remedy in connection with any defective media, software and data files ("the deliverable") shall be that Client is entitled to return the defective media, software and data files to CLS and receive non-defective replacement media, software and data files. In no event shall CLS be liable for incidental, special, punitive, indirect, or consequential damages, business interruption, or lost profits under any contract, nor for strict liability, breach of warranty, negligence (except as specifically set forth herein) or under any other legal or equitable theory, even if the remedies provided for in this writing fail or their essential purpose and even if CLS has been advised of the possibility or probability of such damages. Client's failure to give notice of any claim within 10 days from the date of delivery of data or completion or any portion of this Agreement will constitute an unqualified acceptance and approval of the work performed and a waiver by Client of all claims with respect to such work. Moreover, in no event is CLS liable for damages caused directly or indirectly by a delay in delivery, whatever the cause.

THE ABOVE SAID WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE PRIOR TO THIS AGREEMENT.

3. **Confidentiality.** CLS and Client each recognize and acknowledge that the other party's technology, know-how, practices, customer lists, product sources, products, designs, software, methods of development, names and capabilities of subcontractors and vendors, and other trade secrets are confidential and proprietary information (the "Confidential Information") and such Confidential Information is the property of CLS and Client, respectively. CLS and Client both agree that, except as directed by the other party or with the other party's prior written consent, CLS and Client will not at any time, whether during or after the term of this Agreement, disclose to any person or use the aforementioned Confidential Information of the other party, or permit any person to



examine and/or make copies of any documents that contain or are derived from Confidential Information of the other party, whether prepared by the receiving party or otherwise coming into the receiving party's possession or control. This provision shall not apply to:

- a) Information acquired by the receiving party that is readily available to the public.
- b) Information that has been disclosed by the disclosing party for public consumption.
- c) Information that is ordered to be disclosed by a court of law or other tribunal having jurisdiction in the matter.
- d) Information all of which is already known to the recipient prior to its disclosure by the receiving party and such prior knowledge can be readily demonstrated.

Additionally, the identity of Client and Client's client shall be kept confidential and the fact that CLS has been engaged to provide any service to or on behalf of Client or Client's client shall not be disclosed to a third party without the prior written consent of Client. CLS shall require all staff performing work under this Agreement to sign confidentially and non-disclosure agreements.

Data Protection: Data contained in the Customer's media will be used by CLS only for fulfilling the Engagement, and will otherwise be held in strict Confidence by CLS and will not be disclosed to any Third Party. CLS will not divulge any confidential information that we obtain from you during the course of the Engagement, except with your consent, where required by law, or pursuant to a court order. If CLS receives a subpoena or *any* other request for any information or materials relating to an assignment conducted by CLS and that material is within our custody or control, we will immediately inform you. Confidentiality obligations shall not apply to any information that enters the public domain through no fault of CLS; that was known to CLS prior to receipt from Customer; that is disclosed to CLS by a third party (other than employees or agents of either party) that in making such information available to CLS is not in violation of any confidentiality obligation to the disclosing party or that is independently developed by CLS without recourse to the Customer Information. CLS will employ appropriate technical and organizational measures to safeguard customer personal data and will act only on the instruction of the Customer with respect to Customer data.

4. **Limited Liability.** CLS' total liability under this Agreement for damages, cost and expenses, regardless of cause, shall not exceed the total amount of fees paid to CLS by Client for this Agreement.
5. **Intellectual Property Ownership.** CLS retains its entire right, title and interest in anything created or developed by CLS for Client under this Agreement ("Work Product") including all patents, copyrights, trade secrets and other proprietary rights.
6. **Controlling Law.** The laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles, shall govern this Agreement.



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7. **Ownership of Information.** CLS agrees that all data provided to CLS from the Client for export and processing into the database is owned solely and in its entirety by the Client, regardless of any changes in form to such data as may occur through the document processing and/or document review process.
8. **Entire Agreement & Modification.** The terms of this Agreement constitute the entire agreement between CLS and Client with respect to the subject matter hereof and except as specifically provided herein, supersedes any and all prior agreements or understandings between the parties with respect to the subject matter addressed herein, whether written or oral. This writing may be amended or modified only by a written instrument executed by the parties.
9. **Notices.** Unless either party notifies the other of a change of address, any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified mail, registered mail or overnight delivery service to the receiving party at the receiving party's then current address of record.

For: **Capital Legal Solutions, LLC**

For: **Palm Beach Finance Liquidating
Trust and Palm Beach Finance II
Liquidating Trust**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

PROPOSED

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

IN RE:

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.

**ORDER GRANTING LIQUIDATING TRUSTEE'S *EX PARTE* MOTION TO
APPROVE RESTORATION AND PAYMENT OF ELECTRONIC DATABASE COSTS**

Before the Court is Barry E. Mukamal's, in his capacity as liquidating trustee ("*Liquidating Trustee*") for the Palm Beach Finance Partners Liquidating Trust and the Palm Beach Finance II Liquidating Trust (collectively, the "*Liquidating Trusts*"), *Ex Parte* Motion to Approve Restoration and Payment of Electronic Database Costs ("*Motion*").¹ Having reviewed the Motion, the Court:

ORDERS as follows:

¹ Capitalized terms not defined in this Order shall have the meaning ascribed to such term as set forth in the Motion.

1. The Motion is granted. The Liquidating Trustee is authorized to enter into the Novus Agreement on the terms set forth therein.

2. The Court finds that the costs associated with Novus Agreement are entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(1)(A) and 507(a)(2).

3. The Liquidating Trustee is authorized to pay Capital Novus (a) the \$3,500 restoration fee and (b) the monthly costs associated with the electronic database. Such costs shall be split between the Liquidating Trusts as follows: 18% for Palm Beach Finance Partners, LP and 82% for Palm Beach Finance II, LP.

###

Submitted By:

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Telefax: (305) 358-1221

Copies Furnished To:

Jonathan S. Feldman, 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, tdmckeown@mckeownpa.com;sbeiley@aspalaw.com;dlinder@aspalaw.com
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EXHIBIT 3

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