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U.S. MAIL POLICY COLLECTION
DISTRICT OF DELAWARE

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of

had provided certain investment management services to the Debtor with respect to a portion of the Retirement Plan's assets. The Debtors have requested, and the Firm has agreed, to continue to provide such services to the Debtors on a post-petition basis during the course of these chapter 11 cases, on the same terms and conditions as set forth in the Management Agreement.

4. The Firm's rates for providing services under the Management Agreement are as set forth in paragraph 19 of, and also on Exhibit C to, the Management Agreement. In general, the Firm's fees are charged quarterly in advance, and are calculated based on a percentage of the total assets being managed by the Firm for and on behalf of the Debtors. The Management Agreement contains a confidentiality provision limiting the Firm's ability to disclose certain information in the Management Agreement. As a result, although the Firm has no objection to disclosure of all or any portion of the Management Agreement to parties-in-interest, the Firm believes that any request for a copy of the Management Agreement should be made directly to the Debtors and their counsel or, alternatively, that the Debtors and their counsel should provide their consent to the disclosure of such information by the Firm.

5. In the ordinary course of its business, the Firm maintains a database for purposes of determining its past and existing clients. The Firm's database contains information regarding the firm's present and past client representations. Pursuant to Federal Rule of Bankruptcy Procedure 2014(a), I obtained a list of the entities identified in Rule 2014(a) from counsel to the Debtors for purposes of searching the aforementioned database and determining the connection(s) which the Firm has with such entities. The Firm's search of the database identified the following connections: **None.**

6. Neither I nor any principal, partner, director, officer, etc. of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principals and regular employees of the Firm, as permitted by 11 U.S.C. § 504(b).

7. Neither I nor any principal, partner, director, officer, etc. of, or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which the Firm is to be employed.

8. Prior to the filing of the above-captioned cases, the Firm was employed by the Debtors. The Debtors owe the Firm \$6,730.34 for pre-petition services under the Management Agreement. The Debtors also owe the firm \$6,258.42 for post-petition services under the Management Agreement, which amount is the amount due in advance for the 4th Quarter of fiscal year 2007.

9. If the Firm's employment is authorized pursuant to the Ordinary Course Professionals order, and the Management Agreement is not hereinafter assumed as an executory contract pursuant to the provisions of the Bankruptcy Code, the Firm will waive the pre-petition general unsecured claim. The Firm is unwilling to waive the pre-petition claim at this time, however, because it believes the Management Agreement is an executory contract which the Debtors may elect to assume as part of their bankruptcy cases.

10. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors and other parties in interest in these bankruptcy cases, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Affidavit.

11. I understand that any compensation paid to the Firm is subject to disallowances and/or disgorgement under 11 U.S.C. § 328(c).

[REMAINDER OF PAGE LEFT BLANK]

12. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November ___, 2007 in St. George, Utah.



Hal Anderson

Subscribed and sworn to before me this 3 day of ^{December}~~November~~, 2007.



Notary Public



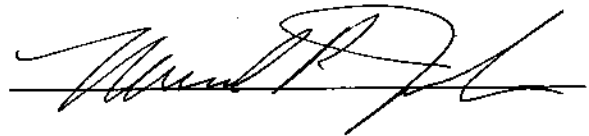
CERTIFICATE OF SERVICE

I hereby certify that on the ~~5~~⁴TH day of December, 2007, a true and correct copy of the foregoing **AFFIDAVIT OF ORDINARY COURSE PROFESSIONAL** was mailed via the United States Postal Service, first class postage prepaid, to the following:

Laura Davis Jones, Esq.
PACHULSKI STANG ZIEHL & JONES LLP
919 North Market Street, 17th Floor
PO Box 8705
Wilmington, DE 19899-8705 (Courier 19801)

Arthur J. Spector, Esq.
BERGER SINGERMAN P.A.
350 East Las Olas Blvd., Suite 1000
Fort Lauderdale, FL 33301

Office of the United States Trustee
844 King Street, Suite 2207
Lockbox 35
Wilmington, DE 19801

A handwritten signature in black ink, appearing to read "Arthur J. Spector", written over a horizontal line.