

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

IN RE SEMGROUP ENERGY PARTNERS, L.P.,  
SECURITIES LITIGATION

CASE NO. 08-MD-1989-GKF-FHM

**DECLARATION OF STUART L. BERMAN IN SUPPORT OF  
LEAD PLAINTIFF'S MOTION TO DEPOSIT CURRENT AND FUTURE PROCEEDS  
FROM THE SEMGROUP CLASS'S CLAIM IN THE LEHMAN SIPA PROCEEDING  
INTO THE SETTLEMENT FUND AND FOR ATTORNEYS' FEES AND EXPENSES  
RELATED THERETO**

Pursuant to 28 U.S.C. §1746, the undersigned hereby declares that the following is true and correct and as to those matters asserted upon information and belief, he believes them to be true and correct:

1. I, Stuart L. Berman, am a partner with the firm of Kessler Topaz Meltzer & Check, LLP. I submit this declaration in support of Lead Plaintiff's motion and of my firm's application for the reimbursement of expenses incurred by my firm in connection with services rendered with respect to the SemGroup Class's claim in the Lehman SIPA Proceeding (the "Lehman Claim").

2. As detailed in Exhibit A, as of July 30, 2015, my firm has incurred a total of \$41,909.07 in unreimbursed expenses in connection with the filing and resolution of the Lehman Claim.

3. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred.

4. Attached as Exhibit B is a true and correct copy of the Stipulation Regarding Proofs of Claim of Harvest Fund Advisors LLC (Nos. 5631, 5632) dated July 19, 2013.

5. As of July 30, 2015, a balance of \$36,455.35 remains in the distribution account at Huntington National Bank as a result of uncashed checks following the initial distribution of the cash portion of the Settlement Fund.

6. As of July 30, 2015, a balance of \$406,000.84 remains in the escrow account at Huntington National Bank reflecting, *inter alia*, interest on the settlement proceeds, dividends earned on the settlement units since the initial distribution of the cash portion of the Settlement Fund in August 2013, proceeds from the sale of the settlement units remaining in escrow following distribution of the settlement units, and the proceeds that have been paid to or for the benefit of the SemGroup Class on the Lehman Claim to date (i.e., \$267,300.00).

7. As of July 30, 2015, Lead Plaintiff has received \$267,300.00 in proceeds from the SemGroup Class's claim pursuant to these distributions.

Dated: Radnor, Pennsylvania

July 31, 2015

s/ Stuart L. Berman  
STUART L. BERMAN

**EXHIBIT A****Kessler Topaz Meltzer & Check, LLP*****In re SemGroup Energy Partners, L.P. Securities Litigation*****Expenses as of July 30, 2015**

<b>Expense Description</b>	<b>Amount</b>
Messenger, Courier & Overnight Mail	\$297.92
Postage	\$28.00
Meals, Hotels & Transportation	\$38.00
Research	\$615.53
Expert - Global Economics	\$726.25
Bankruptcy Counsel - Lowenstein Sandler	\$39,773.17
Internal Reproduction Costs	\$430.20
<b>TOTAL:</b>	<b>\$41,909.07</b>

**EXHIBIT B**

EXECUTION VERSION

James B. Kobak, Jr.  
Christopher K. Kiplok  
Robert B. Funkhouser  
HUGHES HUBBARD & REED LLP  
One Battery Park Plaza  
New York, New York 10004  
Telephone: (212) 837-6000  
Facsimile: (212-422-4726

Michael S. Etkin  
Ira M. Levee  
LOWENSTEIN SANDLER LLP  
1251 Avenue of the Americas  
New York, NY 10029  
Telephone: (212) 262-6700  
Facsimile: (212) 262-7402

Attorneys for James W. Giddens, Trustee For  
the SIPA Liquidation of Lehman Brothers Inc.

Bankruptcy Attorneys for Harvest Fund  
Advisors LLC,  
Individually and as Lead Plaintiff in the class  
action entitled *In re SemGroup Energy  
Partners Securities Litigation*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re

LEHMAN BROTHERS INC.,

Debtor.

Case No. 08-01420 (JMP) SIPA

**STIPULATION REGARDING PROOFS OF CLAIM OF  
HARVEST FUND ADVISORS LLC (NOS. 5631, 5632)**

This Stipulation (the "Stipulation") is entered on the date hereof by and between James W. Giddens (the "SIPA Trustee"), as trustee for the liquidation of Lehman Brothers Inc. ("LBI") under the Securities Investor Protection Act of 1970, as amended ("SIPA"), and Harvest Fund Advisors LLC (the "Claimant"), on behalf of itself and as the lead plaintiff in the class action entitled *In re SemGroup Energy Partners, L.P., Securities Litigation*, Case No. 08-MD-1989-GKF-FHM (N.D. Okla.) (the "Class Action").

**RECITALS**

A. WHEREAS, on September 19, 2008 (the "Filing Date"), a proceeding was commenced under SIPA with respect to LBI, and the SIPA Trustee was appointed (Case No. 08-01420, such proceeding, the "SIPA Proceeding");

B. WHEREAS, on November 7, 2008, the United States Bankruptcy Court for the Southern District of New York ("Bankruptcy Court") entered the Order Approving Form and Manner of Publication and Mailing of Notice of Commencement; Specifying Procedures and Forms for Filing, Determination, and Adjudication of Claims; Fixing a Meeting of Customers and Other Creditors; and Fixing Interim Reporting Pursuant to SIPA (the "Claims Process Order," ECF No. 241);

C. WHEREAS, pursuant to SIPA section 78fff-2(a)(3) and the Claims Process Order, all general creditor claims must have been received by the Trustee by June 1, 2009;

D. WHEREAS, in accordance with the Claims Process Order, on May 27, 2009, Claimant timely filed general creditor claims on behalf of itself, and as lead plaintiff in the Class Action (represented by proofs of claim nos. 5631 and 5632, the "Claims");

E. WHEREAS, on March 11, 2013, the Bankruptcy Court entered the Order Pursuant to Section 105(a) of the Bankruptcy Code & Bankruptcy Rules 3007 and 9019(b) for Approval of General Creditor Claim Settlement Procedures (the "General Creditor Settlement Procedures Order," ECF No. 5847);

F. WHEREAS, after good faith, arm's length negotiations, the Trustee and Claimant (each a "Party" and together, "the Parties"), pursuant to the General Creditor Settlement Procedures Order, have agreed to resolve all issues regarding the Claims pursuant to the terms and conditions set forth in this Stipulation.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES HERETO THAT:

**STIPULATION**

1. The Recitals set forth above form an integral part of this Stipulation and are incorporated fully herein.
2. The Stipulation shall have no force and effect unless and until the Parties execute the Stipulation (the "Effective Date").
3. As of the Effective Date, Claimant represents and warrants that it is the legal and beneficial owner of the Claims. Additionally, as of the Effective Date, each Party to this Stipulation represents and warrants to the other that it has the power and authority to enter into this Stipulation.
4. On the Effective Date, the Claimant will have an allowed, general unsecured creditor claim against the LBI general estate in the amount of \$990,000.00 (the "Allowed Claim") in respect of Claim 5632 and this Allowed Claim shall constitute the full and final settlement of any and all claims the Claimant has asserted against the LBI estate under or in connection with the transactions, accounts, and litigation that are the subject of the Claims. The Allowed Claim will receive proportionately at least the same in payments or distributions (including with respect to the timing and type of payments or distributions) for the Allowed Claim as is generally received by holders of general allowed unsecured claims. Claim 5631 is hereby withdrawn with prejudice and without costs to any party. The Trustee shall promptly cause the LBI general creditor claims register to be updated to reflect the same.

5. On the Effective Date, the Claimant, on behalf of itself and in its capacity as lead plaintiff in the Class Action, and its successors and assigns, shall forever waive and release any and all claims, liabilities, causes of action, demands, and damages of whatever kind or nature and whether known or unknown, asserted or unasserted, against LBI, its estate and the Trustee arising before or after the Filing Date, including all claims related to or arising out of the transactions, accounts, and litigation that are the subject of the Claims; *provided, however*, that nothing contained herein shall waive Claimant's rights to enforce this Stipulation.

6. On the Effective Date, the Trustee, on behalf of the LBI estate and its successors and assigns, shall forever waive and release any and all claims, liabilities, causes of action, demands, and damages of whatever kind or nature and whether known or unknown, asserted or unasserted, against the Claimant, on behalf of itself and in its capacity as lead plaintiff in the Class Action, its successors and assigns arising before or after the Filing Date, arising out of the transactions, accounts, and litigation that are the subject of the Claims; *provided, however*, that nothing contained herein shall waive the Trustee's or LBI's rights to enforce this Stipulation.

7. This Stipulation shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns, including any subsequent trustee appointed for LBI.

8. No amendment, waiver or modification of any provision of this Stipulation shall be effective unless the same shall be in writing and signed by the Parties.

9. Neither this Stipulation, nor any negotiations or proceedings in connection herewith, may be used and shall not be admissible in any proceeding against any party to this Stipulation or its affiliates for any purpose, except to enforce the terms of this Stipulation.



10. This Stipulation may be signed in counterparts which, when taken as a whole, shall constitute one and the same document; and faxed signatures shall be deemed originals.

11. Each individual signing this Stipulation on behalf of any party hereto acknowledges and, with respect to his or her own signature below, warrants and represents that he is authorized to execute this Stipulation in his representative capacity, as reflected below and on behalf of the party indicated.

12. This Stipulation shall be governed by and shall be interpreted in accordance with the laws of the State of New York, except to the extent that the Bankruptcy Code or SIPA apply, without regard to New York's rules governing conflicts of laws.

Dated: New York, New York

July 19, 2013

HUGHES HUBBARD & REED LLP

LOWENSTEIN SANDLER LLP

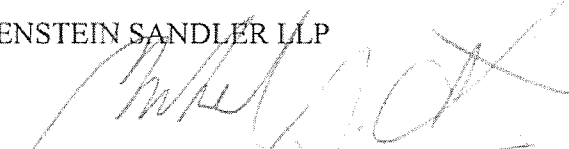
By:



James B. Kobak, Jr.  
Christopher K. Kiplok  
Robert B. Funkhouser  
One Battery Park Plaza  
New York, New York 10004  
Telephone: (212) 837-6000  
Facsimile: (212) 422-4726

Attorneys for James W. Giddens,  
Trustee  
for the SIPA Liquidation of Lehman  
Brothers Inc.

By:



Michael S. Etkin  
Ira M. Levee  
1251 Avenue of the Americas  
New York, NY 10029  
Telephone: (212) 262-6700  
Facsimile: (212) 262-7402

Bankruptcy Attorneys for Harvest Fund  
Advisors LLC, on behalf of itself and as  
Lead Plaintiff in the Class Action

KESSLER TOPAZ MELTZER &  
CHECK, LLP  
Ramzi Abadou, Esq.  
One Sansone Street, Ste. 1850  
San Francisco, CA 94104  
Telephone: (415) 40-3000  
Facsimile: (415) 400-3001

Lead Attorneys for Harvest Fund  
Advisors LLC, on behalf of itself and  
as Lead Plaintiff in the Class Action