

TYSON FOODS INC
Form SC 13D/A
June 09, 2006
United States

Securities and Exchange Commission

Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934

(Amendment No. 7)1

TYSON FOODS, INC.

(Name of Issuer)

Class A Common Stock, par value \$.10 per share

(Title of Class of Securities)

902494103

(CUSIP Number)

Donald J. Tyson

Tyson Limited Partnership

2210 Oaklawn Drive

Springdale, Arkansas 72762-6999

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(479) 290-4000

(Name, Address and Telephone Number of Person

Authorized to Receive Notices and Communications)

June 2, 2006

(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. o

1The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 (Act) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

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CUSIP NO. 902494103

(1) Name of Reporting Person	Tyson Limited Partnership
IRS Identification No. of Above Person (Entities Only)	I.D.# 71-0692500
(2) Check the Appropriate Box if a Member of a Group	(a)
	(b) <input checked="" type="checkbox"/> X
(3) SEC Use Only	
(4) Source of Funds	Not applicable
5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) and 2(e)	
(5) Check if disclosure of legal proceedings is required pursuant to	X
Items 2(d) or 2(e)	
(6) Citizenship or Place of Organization	Delaware
Number of Shares Beneficially Owned by Each Reporting Person with:	
(7) Sole Voting Power	93,848,560 shares of Class B Common Stock. No
	Shares of Class A Common Stock
(8) Shared Voting Power	None
(9) Sole Dispositive Power	93,848,560 shares of Class B Common Stock. No Shares of Class A Common Stock
	None
(10) Shared Dispositive Power	
	93,848,560 shares of Class B Common Stock. No Shares of Class A Common Stock
(11) Aggregate amount beneficially owned by each reporting person.	
11) Aggregate Amount Beneficially Owned by Each Reporting Person	101,598,560 shares of Class B Common Stock, and 0 Shares of Class A Common Stock
(12) Check if the Aggregate Amount in Row (11) Excludes Certain	Not applicable
Shares	
(13) Percent of class represented by amount in Row (11)	99.97
(14) Type of Reporting Person	PN
13) Percent of Class Represented by Amount in Row (11)	99.9% of Class B Common Stock presently convertible into Class A Stock (See Item 1)

SCHEDULE 13D

This Amendment No. 7 amends, as set forth below, the statement on Schedule 13D, dated April 30, 1991, as amended by Amendment No. 1 thereto, dated July 10, 1991, Amendment No. 2 thereto, dated April 3, 1992, Amendment No. 3 thereto, dated October 31, 2001, Amendment No. 4 thereto, dated January 17, 2002, Amendment No. 5 thereto, dated June 30, 2003, and Amendment No. 6 thereto, dated February 25, 2004 for the Tyson Limited Partnership, a Delaware limited partnership (the Partnership), with respect to the Class A Common Stock, par value \$.10 per share (the Class A Stock), of Tyson Foods, Inc., a Delaware corporation (the Company), and the Class B Common Stock, par value \$.10 per share (the Class B Stock), of the Company and reflects the sale in the open market by the Partnership of 5,000,000 shares of Class A Stock of the

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Company. All of the transactions in the Shares were effected on the following dates in open market purchases on the NYSE.

<u>Date of Transaction</u>	<u>Shares Sold</u>	<u>Price Per Share (\$)</u>
05/23/2006	50,000	16.7095
05/24/2006	550,000	16.1594
05/25/2006	1,205,300	16.3331
05/26/2006	403,900	16.3749
05/30/2006	465,100	16.1306
05/31/2006	864,800	15.999
06/1/2006	723,400	15.9028
06/2/2006	737,500	15.8262

Item 1. Security and Issuer

The class of equity securities to which this statement on Schedule 13D (the Statement) relates is the Class A Stock of the Company whose principal executive offices are located at 2210 Oaklawn Drive, Springdale, Arkansas 72762-6999. The Partnership is causing this statement to be filed by virtue of its beneficial ownership of the Company's Class B Stock. The Class A and Class B Stock are hereinafter collectively referred to as the Shares. Pursuant to the Company's Certificate of Incorporation, and subject to certain terms and conditions contained therein, each share of Class B Stock is presently convertible, at the option of the respective holder thereof, into one fully paid and non assessable share of the Company's Class A Stock. As of June 2, 2006, the Partnership owned 93,848,560 shares of Class B Stock or 99.97% of the total shares of such class outstanding. The Partnership did not own any shares of Class A Stock on such date.

Item 2. Identity and Background

This statement is being filed by the Partnership which was formed on June 8, 1990. Substantially all of the Class B Stock held by the Partnership represents the Tyson family's controlling interest in the Company. The principal business address of the Partnership is 2210 Oaklawn Drive, Springdale, Arkansas 72762-6999.

The purpose and nature of business to be conducted by the Partnership includes the following: (i) to engage generally in the farming and ranching business, including the acquisition, development, construction, operation and disposition of farming and ranching properties; (ii) to engage generally in the real estate business, including the improvement, development, acquisition or disposition of real estate properties; (iii) to engage generally in the mineral business and to acquire, develop and operate mineral properties; (iv) to invest, acquire, dispose of or otherwise deal in stocks, bonds and securities of any person, including the Company; and (v) to conduct any other business necessary or incidental to the foregoing or that may be lawfully conducted by the Partnership under the Delaware Revised Uniform Limited Partnership Act.

The managing general partner of the Partnership is Donald J. Tyson, a member of the Board of Directors of the Company. The name, residence or business address, present principal occupation or employment and citizenship of each general partner of the Partnership is set forth in Schedule 1 hereto and incorporated herein by reference. Donald J. Tyson has a 54.3123% combined percentage interest as a general and limited partner in the Partnership and the Randal W. Tyson Testamentary Trust has a 45.062% percentage interest as a limited partner in the Partnership.

Except as set forth below, during the last five years, neither the Partnership, nor, to the best knowledge of the Partnership, any general partner of the Partnership (a) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

In April 2005, the Company and Donald J. Tyson settled an SEC formal investigation concerning the Company's disclosure of executive perquisites by entering into an administrative cease and desist order without admitting or denying wrongdoing. The SEC investigation concerned allegations that the Company's proxy statements for fiscal years 1997 through 2003 had failed to comply with SEC regulations with respect to the disclosure and description of perquisites totaling approximately \$1.7 million provided to Donald J. Tyson and that the Company had failed to maintain an adequate system of internal controls regarding the personal use of Company assets and the disclosure of perquisites and personal benefits. In fiscal year 2004, Mr. Tyson voluntarily paid the Company \$1,516,471 as reimbursement for certain perquisites and personal benefits received during fiscal years 1997 through 2003. Under the order, the Company paid the SEC a civil penalty of \$1.5 million and Don Tyson paid a civil penalty of \$700,000. Both the Company and Mr. Tyson consented to the entry of the order and paid their respective penalties without

admitting or denying wrongdoing.

Item 3. Source and Amount of Funds or Other Consideration

Not applicable.

Item 4. Purpose of Transaction

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The Shares were acquired by the Partnership for the purpose of aggregating the Tyson family's previously held controlling interest in the Company into a more flexible ownership vehicle. Additionally, the Shares are held by the Partnership as an investment asset. From time to time the Partnership reviews and monitors its investment in the Company and may change such investment by acquiring or selling additional Shares in the open market, in privately negotiated transactions or otherwise. In reaching any conclusions regarding any change in the level of investment in the Shares, the Partnership takes into consideration various factors, including but not limited to, the price and availability of the Shares, future events affecting the Company, general stock market and economic conditions and other investment and business opportunities available to the Partnership.

The Partnership presently anticipates making additional dispositions of Company Shares into the open market as part of a continuing effort to diversify the Partnership's holdings, the timing of which is presently uncertain. The Partnership currently has no plans or proposals which would result in or relate to any of the transactions described in subparagraphs (b) through (j) of Item 4 of Schedule 13D. However, the Partnership reserves the right to change its plans or intentions at any time and to take any and all actions it may deem appropriate with respect to its investment in the Company.

Item 5. Interest in Securities of the Issuer

(a) As of June 2, 2006, the Partnership beneficially owned a total of 93,848,560 shares of Class B Stock, constituting approximately 99.97% of the total shares of such class outstanding. Additionally, the Partnership did not own any shares of Class A Stock on such date. Neither the Partnership, nor, to the best knowledge of the Partnership, the general partners of the Partnership, presently own any Shares, except as set forth herein.

Certain of the Partnership's general partners beneficially own shares of the Company's Class A Stock in addition to such general partners' interest in the Partnership. Such general partners' beneficial ownership of Class A Stock, as of June 7, 2006, is as follows (including shares subject to presently exercisable options or options exercisable within 60 days after June 7, 2006): Don Tyson, 137,156; Leland Tollett, 3,375,664; Barbara Tyson, 168,539; and John Tyson, 3,545,086 shares.

(b) Don Tyson, as managing general partner of the Partnership, has the exclusive right, subject to certain restrictions, to vote or direct the vote of and to dispose of or direct the disposition of all the Shares beneficially owned by the Partnership.

(c) On May 2, 2006, Don Tyson, the managing general partner of the Partnership, disposed of 750,000 Shares of the Company Stock in the open market at a price of \$14.64 per share.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

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The Partnership is governed by the terms of a Partnership Agreement dated June 8, 1990 (the Agreement). Pursuant to the Agreement, Don Tyson, as managing general partner, has the exclusive right, subject to certain restrictions, to do all things necessary to manage, conduct, control and operate the Partnership's business, including the right to vote all shares or other securities held by the Partnership, as well as the right to mortgage, pledge or grant security interests in any assets of the Partnership. The Partnership terminates on December 31, 2040. Additionally, the Partnership may be dissolved upon the occurrence of certain events, including (i) a written determination by the managing general partner that the projected future revenues of the Partnership will be insufficient to enable payment of costs and expenses, or that such future revenues will be such that continued operation of the Partnership will not be in the best interest of the partners, (ii) an election to dissolve the Partnership by the managing general partner that is approved by the affirmative vote of a majority in percentage interest of all general partners and (iii) the sale of all or substantially all of the Partnership's assets and properties. The withdrawal of the managing general partner or any other general partner (unless such partner is a sole remaining general partner) will not cause a dissolution of the Partnership. Upon dissolution of the Partnership, each partner, including all limited partners, will receive in cash or otherwise, after payment of creditors, loans from any partner, and return of

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capital account balances, their respective percentage interests in the partnership assets. In addition, the Agreement provides that in the event it is determined that a sale of Partnership assets and distribution in cash would be impracticable or cause undue loss to the partners, each partner may, subject to certain conditions, receive in lieu of cash, the particular assets contributed by each such partner to the Partnership.

The Partnership, through two of its wholly-owned subsidiaries, has entered into six prepaid forward contracts with Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPFS), each relating to 1,000,000 shares of Class B stock - four of which expire on February 20, 2007 and two of which expire on August 22, 2006, and one prepaid forward contract with JPMorgan Chase Bank with respect to 1,000,000 shares of Class B Stock which expires on July 25, 2006 (collectively, the Contracts). Under the terms of each of the Contracts, the Partnership has agreed to deliver a number of shares of Class A Stock (or Class B Stock immediately convertible into Class A Stock) on the respective expiration dates of the contracts (or on an earlier date if the contract is terminated early) pursuant to the following formula: (i) if the price of Class A Stock on the date of expiration or termination (the Final Price) is less than a specified floor price (the Floor Price), then 1,000,000 shares; (ii) if the Final Price is less than or equal to a specified maximum price (the Cap Price), but greater than or equal to the Floor Price, then a number of shares equal to 1,000,000 times the Floor Price divided by the Final Price; (iii) if the Final Price is greater than the Cap Price, then a number of shares equal to 1,000,000 multiplied by a fraction, the numerator of which is the sum of the Floor Price and the difference between the Final Price and the Cap Price, and the denominator of which is the Final Price. In connection with the Contracts, the Partnership has pledged the 7,000,000 shares of Class B Stock subject to the Contracts to secure its obligations under the Contracts.

Under the Contracts, in lieu of the delivery of Shares, the Partnership may, at its option, settle the contracts by delivery of cash. In certain events, the Counterparties are obligated to settle the contracts by delivery of cash.

Item 7. Material to be Filed as Exhibits

Included as exhibits to this Statement is the following:

Exhibits

- A. Agreement of Limited Partnership of Tyson Limited Partnership, dated June 8, 1990 (incorporated by reference from the Reporting Person's Schedule 13D, dated April 30, 1991, filed with the SEC on May 1, 1991).
- B. ISDA Master Agreement, dated October 8, 2001, between TLPCRT, L.P. and MLPFS (incorporated by reference from the Reporting Person's Amendment No. 3 to Schedule 13D, dated October 31, 2001, filed with the SEC on November 20, 2001).
- C. ISDA Master Agreement, dated December 3, 2001, between TLP Investments L.P. and MLPFS (incorporated by reference from the Reporting Person's Amendment No. 4 to Schedule 13D, dated January 17, 2002, filed with the SEC on November 20, 2001).
- D. Stock Purchase Agreement, dated November 19, 2004, between TLP Investments L.P. and JPMorgan Chase Bank (by J.P. Morgan Securities Inc., as its Agent)
- E. Pledge Agreement, dated November 19, 2004, among TLP Investments L.P., JPMorgan Chase Bank, as Secured Party and JPMorgan Chase Bank, as Collateral Agent

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- F. Pricing Schedule - Tranche No. 1, dated November 19, 2004 between TLP Investments L.P. and JPMorgan Chase Bank (by JPMorgan Securities Inc., as its Agent).

- G. Confirmation of Prepaid Variable Share Forward, dated November 22, 2004, between TLPCRT, L.P. and MLPFS (termination date of August 22, 2006).

- H. Confirmation of Prepaid Variable Share Forward, dated November 22, 2004, between TLP Investments L.P. and MLPFS (termination date of August 22, 2006).

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- I. Confirmation of Prepaid Variable Share Forward, dated June 17, 2005, between TLPCRT, L.P. and MLPFS (termination date of February 20, 2007).

- J. Confirmation of Prepaid Variable Share Forward, dated June 17, 2005, between TLP Investments L.P. and MLPFS (termination date of February 20, 2007).

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SIGNATURE

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: June 9, 2006

TYSON LIMITED PARTNERSHIP

By: /s/ Harry C. Erwin, III
Harry C. Erwin, III
General Partner

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SCHEDULE 1

GENERAL PARTNERS OF TYSON LIMITED PARTNERSHIP

<u>Name and Business Address</u>	<u>Citizenship</u>	<u>Present Principal Occupation</u>
<p>Don Tyson</p> <p>Managing General Partner</p> <p>2210 W. Oaklawn Drive</p> <p>Springdale, AR 72762-6999</p>	<p>United States</p>	<p>Private Investor; Member of the Board of Directors of Tyson Foods, Inc.</p>
<p>Leland Tollett</p> <p>2210 W. Oaklawn Drive</p> <p>Springdale, AR 72762-6999</p>	<p>United States</p>	<p>Private Investor; Member of the Board of Directors of Tyson Foods, Inc.</p>
<p>Barbara Tyson</p> <p>2210 W. Oaklawn Drive</p> <p>Springdale, AR 72762-6999</p>	<p>United States</p>	<p>Member of the Board of Directors of Tyson Foods, Inc.</p>
<p>John Tyson</p> <p>2210 W. Oaklawn Drive</p> <p>Springdale, AR 72762-6999</p>	<p>United States</p>	<p>Chairman of the Board of Directors of Tyson Foods, Inc.</p>
<p>Harry C. Erwin, III</p> <p>2210 W. Oaklawn Drive</p> <p>Springdale, AR 72762-6999</p>	<p>United States</p>	<p>Private Consultant</p>

EXHIBIT D

STOCK PURCHASE AGREEMENT

dated as of

November 16, 2004

between

TLP INVESTMENT, L.P.

and

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

by J.P. MORGAN SECURITIES INC., as its Agent

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STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made as of this 16th day of November, 2004, between TLP INVESTMENT, L.P., a Delaware limited partnership (**Seller**), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (**Buyer**), by J.P. MORGAN SECURITIES INC., a Delaware corporation, as its agent (**Agent**).

WHEREAS, Seller owns shares of Class B common stock, par value \$0.10 per share, or security entitlements in respect thereof (**Class B Common Stock**), of Tyson Foods, Inc., a Delaware corporation (the **Issuer**);

WHEREAS, shares of Class B Common Stock are convertible into shares of Class A common stock, par value \$0.10 per share, or security entitlements in respect thereof (**Class A Common Stock**), of the Issuer;

WHEREAS, Seller and Buyer are willing to sell and purchase shares of Class A Common Stock at the times and on the terms set forth herein; and

WHEREAS, Seller has agreed, pursuant to the Pledge Agreement (as defined herein), to grant Buyer a security interest in certain shares (the **Pledged Shares**) of Class A Common Stock or Class B Common Stock to secure the obligations of Seller hereunder;

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. (a) The following terms, as used herein, have the following meanings:

Business Day means any day on which commercial banks are open for business in New York City and the Exchange is not closed.

Calculation Agent means JPMorgan Chase Bank, National Association

Closing Price means, with respect to any security on any Valuation Date or any other Trading Day, the closing sale price (or, if no closing sale price is reported, the last reported sale price) of such security on the Exchange on such day or, if such price is not so reported, the last quoted bid price for such security in the over-the-counter market on such day as reported by Pink Sheets LLC 2 (formerly known as the National Quotation Bureau) or similar organization or, if such bid price is not available, the market value of such security on such day as determined by the Calculation Agent, in each case

determined as of the close of regular session trading on the Exchange); *provided* that if such close of regular session trading on the Exchange is extended to later than 4:00 p.m. (New York time), then the time as of which the relevant sale or bid price shall be determined shall be selected by the Calculation Agent in its sole discretion; *provided* further that the proviso contained in the definition of Valuation Date shall apply to the price determined on any other Trading Day *mutatis mutandis*.

Collateral Agent means JPMorgan Chase Bank, National Association, as collateral agent under the Pledge Agreement.

Dividend Period means, with respect to a Dividend Period End Date for any Tranche, the period commencing on the date immediately following the preceding Dividend Period End Date for such Tranche, and ending on such Dividend Period End Date for such Tranche; *provided* that with respect to the first Dividend Period End Date for such Tranche, such period shall commence on the day immediately following the last day of the Hedging Period for such Tranche.

Dividend Period End Date means, with respect to any Tranche, each of the dates that follow the last day of the Hedging Period for such Tranche by a multiple of three months.

Effective Date means the later of the date hereof and such subsequent date on which all the conditions set forth in Section 4.01 are either satisfied or waived.

Exchange means, with respect to any security at any time, the principal national securities exchange or automated quotation system, if any, on which such security is listed or quoted at such time.

Free Stock means Class A Common Stock that is not subject to any Transfer Restrictions (other than any Transfer Restrictions arising solely from the fact that Seller is an affiliate within the meaning of Rule 144 under the Securities Act of the Issuer) in the hands of Seller immediately prior to delivery to an affiliate of Buyer designated by Buyer hereunder and such Class A Common Stock would not be subject to any Transfer Restrictions in the hands of such affiliate of Buyer upon delivery to such affiliate of Buyer.

Hedging Termination Date means the date six months from the date hereof.

Insolvency Proceeding means any case or any judicial, administrative or other proceeding, or the filing of any petition or the taking of any similar action, (i) seeking a judgment of or arrangement for insolvency, bankruptcy, winding-up, liquidation, reorganization, composition, rehabilitation, administration or similar relief with respect to Seller or the Issuer, as the case may be, or its debts or assets, (ii) seeking the appointment or election of a conservator, trustee, receiver, liquidator, administrator, custodian or similar official for Seller or the Issuer, as the case may be, or any substantial part of its assets, or (iii) which has an effect similar or analogous to the foregoing.

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Lien means any lien, mortgage, security interest, pledge, charge, adverse claim or encumbrance of any kind.

Market Disruption Event means, with respect to any Tranche, in relation to any Hedging Day or any Valuation Date for such Tranche, as determined by the Calculation Agent, the occurrence or existence during the onehalf hour period that ends at the close of the regular session of trading on the Exchange of any material suspension of or material limitation imposed on trading in (i) the Class A Common Stock or in stocks generally on the Exchange or (ii) options contracts or futures contracts related to the Class A Common Stock on the primary exchange on which such contracts are traded; *provided* that a limitation on the hours and number of days of trading resulting from a change in the regular business hours of the Exchange or such options exchange will not constitute a Market Disruption Event .

Ordinary Dividend Amount means with respect to any Dividend Period for any Tranche, \$0.04 per share of Class A Common Stock, as adjusted on account of any Potential Adjustment Event, in accordance with the provisions of Article 6.

Person means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

Pledge Agreement means the Pledge Agreement dated as of the date hereof among Seller, Buyer and the Collateral Agent, as amended from time to time.

Publicly-Traded Entity means a corporation incorporated under the laws of the United States or any state thereof the common stock of which is (i) distributed in a Spinoff or issued in connection with a Merger Event and (ii) listed or traded on any national securities exchange in the United States or on the NASDAQ National Market System.

Securities Act means the Securities Act of 1933, as amended.

Settlement Date means, with respect to any Tranche, the third Business Day immediately following the last Valuation Date for such Tranche.

Settlement Price means, with respect to any Tranche, (i) for purposes of determining the Settlement Ratio for physical settlement pursuant to Section 2.03(a), the amount obtained by dividing the **HAGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON**

6,641,910*

12

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

N/A

0

13

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

32.8%*

14

TYPE OF REPORTING PERSON

IN

* See Item 5 herein.

1 **NAME OF REPORTING PERSONS**

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (Entities only)

Laurence L. Spitters

2 **CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**

(a)
 (b)

3 **SEC USE ONLY**

4 **SOURCE OF FUNDS**

OO

5 **CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)**

N/A

6 **CITIZENSHIP OR PLACE OF ORGANIZATION**

USA

7 **SOLE VOTING POWER**

NUMBER OF

SHARES

8 **210,892**
SHARED VOTING POWER

BENEFICIALLY

OWNED

9 **0**
SOLE DISPOSITIVE POWER

BY EACH

REPORTING

PERSON

210,892

WITH

10 SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

6,641,910*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

N/A

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0

32.8%*

14 TYPE OF REPORTING PERSON

IN

* See Item 5 herein.

1 **NAME OF REPORTING PERSONS**

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (Entities only)

Hambrecht & Quist California

2 **CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**

(a)
 (b)

3 **SEC USE ONLY**

4 **SOURCE OF FUNDS**

5 **OO
 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
 PURSUANT TO ITEM 2(d) OR 2(e)**

6 **N/A
 CITIZENSHIP OR PLACE OF ORGANIZATION**

California

7 **SOLE VOTING POWER**

NUMBER OF

SHARES

8 **0
 SHARED VOTING POWER**

BENEFICIALLY

OWNED

9 **2,786,632
 SOLE DISPOSITIVE POWER**

BY EACH

REPORTING

PERSON

0

WITH

11 **2,786,632**
AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

12 **6,641,910***
CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 **N/A** **0**
PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14 **32.8%***
TYPE OF REPORTING PERSON

CO
* See Item 5 herein.

1 **NAME OF REPORTING PERSONS**

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (Entities only)

Hambrecht & Quist Group

2 **CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**

(a)
 (b)

3 **SEC USE ONLY**

4 **SOURCE OF FUNDS**

OO

5 **CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)**

N/A

6 **CITIZENSHIP OR PLACE OF ORGANIZATION**

Delaware

7 **SOLE VOTING POWER**

NUMBER OF

SHARES

8 **0 SHARED VOTING POWER**

BENEFICIALLY

OWNED

9 **2,786,632 SOLE DISPOSITIVE POWER**

BY EACH

REPORTING

PERSON

0

WITH

11 **2,786,632**
AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

12 **6,641,910***
CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 **N/A** **0**
PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14 **32.8%***
TYPE OF REPORTING PERSON

CO
* See Item 5 herein.

1 **NAME OF REPORTING PERSONS**

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (Entities only)

Hambrecht & Quist Guaranty Finance, LLC

2 **CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**

(a)
 (b)

3 **SEC USE ONLY**

4 **SOURCE OF FUNDS**

OO

5 **CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)**

N/A

6 **CITIZENSHIP OR PLACE OF ORGANIZATION**

o

California

7 **SOLE VOTING POWER**

NUMBER OF

SHARES

8 **0 SHARED VOTING POWER**

BENEFICIALLY

OWNED

9 **2,786,632 SOLE DISPOSITIVE POWER**

BY EACH

REPORTING

PERSON

0

WITH

11 **2,786,632**
AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

12 **6,641,910***
CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 **N/A** **0**
PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14 **32.8%***
TYPE OF REPORTING PERSON

OO
* See Item 5 herein.

1 **NAME OF REPORTING PERSONS**

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (Entities only)

Donald M. Campbell

2 **CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**

(a)
 (b)

3 **SEC USE ONLY**

4 **SOURCE OF FUNDS**

PF, OO

5 **CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)**

N/A

6 **CITIZENSHIP OR PLACE OF ORGANIZATION**

United States

7 **SOLE VOTING POWER**

NUMBER OF

SHARES

8 **293,518***
SHARED VOTING POWER

BENEFICIALLY

OWNED

9 **3,051,703***
SOLE DISPOSITIVE POWER

BY EACH

REPORTING

PERSON

293,518*

WITH

10 SHARED DISPOSITIVE POWER

11 **3,051,703***
AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

12 **6,641,910***
CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 **N/A** **0**
PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14 **32.8%***
TYPE OF REPORTING PERSON

IN
* See Item 5 herein.

1 **NAME OF REPORTING PERSONS**

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (Entities only)

2 **Guaranty Finance Management, LLC**
CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)
 (b)

3 **SEC USE ONLY**

4 **SOURCE OF FUNDS**

5 **OO**
CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e)

6 **N/A**
CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

7 **SOLE VOTING POWER**

NUMBER OF

SHARES

8 **0**
SHARED VOTING POWER

BENEFICIALLY

OWNED

9 **2,786,632**
SOLE DISPOSITIVE POWER

BY EACH

REPORTING

PERSON

0

WITH

11 **2,786,632**
AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

12 **6,641,910***
CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 **N/A** **0**
PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14 **32.8%***
TYPE OF REPORTING PERSON

OO
* See Item 5 herein.

**SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C.
SCHEDULE 13D
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

Introduction.

This Amendment No. 3 (Amendment No. 3) to Schedule 13D is filed by Alps Investments LLC, a Virginia limited liability company (Alps); Daniel H. Case III Living Trust U/A Dated 7/17/00 (the D. Case Trust); Estate of Daniel H. Case III (the D. Case Estate); Stacey B. Case Living Trust (the S. Case Trust); Michael D. Fulton & Katheryn E. Cole (Fulton & Cole); Laurence L. Spitters (Spitters); Campbell Associates, a Nevada family partnership (Campbell Associates); Delaware Charter Guaranty Trust Co., Custodian for Donald M. Campbell Money Purchase Pension Plan (the Plan); Donald M. Campbell (Campbell); Hambrecht & Quist Group, a Delaware corporation (H&Q Group), Hambrecht & Quist California, a California corporation (H&Q California); Hambrecht & Quist Guaranty Finance LLC, a California limited liability company (H&Q Guaranty Finance); and Guaranty Finance Management, LLC, a Delaware limited liability company (Guaranty Finance Management), and, together with Alps, the D. Case Trust, the D. Case Estate, the S. Case Trust, Fulton & Cole, Spitters, Campbell Associates, the Plan, Campbell, H&Q Group, H&Q California and H&Q Guaranty Finance, the Reporting Persons). This Amendment No. 3 amends the Original Schedule 13D (the Original Schedule 13D) filed with the Securities and Exchange Commission (the SEC) on October 15, 1999 by certain of the Reporting Persons, as amended by Amendment No. 1 to Schedule 13D filed with the SEC on September 5, 2002 by H&Q Group, H&Q California, H&Q Guaranty Finance, Guaranty Finance Management and Campbell (Amendment No. 1), as amended by Amendment No. 2 to Schedule 13D filed with the SEC on October 9, 2002 by H&Q Group, H&Q California, H&Q Guaranty Finance, Guaranty Finance Management and Campbell (Amendment No. 2).

On February 12, 2002, Alps filed Amendment No. 5 to its Statement on Schedule 13G (as amended to date, the Alps Schedule 13G). On February 13, 2002, Fulton & Cole filed Amendment No. 5 to their Statement on Schedule 13G (as amended to date, the Fulton & Cole Schedule 13G). The Alps Schedule 13G and the Fulton & Cole Schedule 13G are incorporated by reference herein.

All capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in Amendment No. 1. The Original Schedule 13D, as amended by Amendment No. 1 and Amendment No. 2 (the Schedule 13D) is hereby amended as follows:

Item 1. Security and Issuer.

No change since Amendment No. 2 (No Change).

Item 2. Identity and Background.

No Change, except the following:

The Reporting Persons, except for H&Q Group, H&Q California and Guaranty Finance Management, are stockholders of Goodrich Petroleum Corporation (the Issuer) and are acting as a group (the Group), as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

The address of Campbell is Unit 31, 550 Davis Street, San Francisco, CA 94111.

Alps is a Virginia limited liability company and is an investment company. Its principal business office is PMB 249, 1718 M. Street, NW, Washington DC 20036.

The D. Case Trust is an investment trust for the benefit of the Estate of Daniel H. Case III. Its address is PMB 249, 1718 M. Street, NW, Washington DC 20036 c/o Ka Po e Hana LLC.

The address for the D. Case Estate is PMB 249, 1718 M. Street, NW, Washington DC 20036 c/o Ka Po e Hana LLC.

The address for the S. Case Estate is PMB 249, 1718 M. Street, NW, Washington DC 20036 c/o Ka Po e Hana LLC.

Michael D. Fulton and Katheryn E. Cole are United States citizens whose business address is 35-10th Ave. W., Kirkland, WA 98033. Fulton & Cole's principal occupation is investments.

Spitters is a United States citizen whose business address is 746 Webster St., Palo Alto, CA 94301.

Campbell Associates is a Nevada family partnership with a business address of Unit 31, 550 Davis Street, San Francisco, CA 94111.

The Plan is a money purchase pension plan. The address of the beneficiary is Unit 31, 550 David Street, San Francisco, CA 94111.

To the best knowledge of the Reporting Persons, during the last five years none of the Reporting Persons or their officers, directors or controlling persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

No Change.

Item 4. Purpose of Transaction.

No Change, except that on January 16, 2003, the Reporting Persons, except for H&Q Group, H&Q California and Guaranty Finance Management, entered into an Agreement (the Agreement) whereby they agreed to form the Group for the purpose of coordinating the disposition of some or all of the Common Stock beneficially owned by them (the Possible Disposition). As of the date of the Agreement, an aggregate of 6,593,483 shares of Common Stock beneficially owned by the Reporting Persons is subject to the Agreement (the Group Shares). This amount excludes any shares of Common Stock issuable to a Reporting Person upon conversion of the Issuer's Series A Preferred Stock.

Pursuant to the terms of the Agreement, each Reporting Person has agreed that for 150 days from the date of the Agreement, without the consent of Reporting Persons representing at least 75% of the shares of Common Stock subject to the Agreement, that such Reporting Person will not, and will not agree or commit to (by grant of options or otherwise), sell, transfer, assign or otherwise dispose of the Common Stock beneficially owned or hereafter acquired by such Reporting Person except (i) in a corporate transaction requiring the approval of the holders of a majority of the outstanding Common Stock and as to which the requisite approval of the Issuer's stockholders shall have been obtained, (ii)

pursuant to an offer to purchase not less than all outstanding shares of Common Stock (other than the shares owned by the offeror or offerors), which the Issuer's Board of Directors shall not have determined is inadequate or not in the best interests of the stockholders of the Issuer as a whole, and which an independent investment banker of national reputation as the Issuer may select, shall have determined to be fair and equitable to the Issuer's stockholders from a financial point of view, (iii) pursuant to an offer to purchase less than all outstanding shares of Common Stock; provided, that the offeror or offerors have entered into an agreement of merger or consolidation or similar agreement with the Issuer that has been approved by a majority of the Issuer's Board of Directors, and which is to be submitted to the stockholders of the Issuer for approval; or (iv) by gift, will or pursuant to the laws of descent and distribution; provided, that any recipient of shares of Common Stock pursuant to such permitted sale, transfer, assignment or disposition shall be bound by the Agreement as if a signatory thereto.

Nothing in the Agreement restricts the rights of any Reporting Person to vote (including, without limitation, the right of any Reporting Person to vote as he, she or it wishes on the Possible Disposition), and nothing in the Agreement restricts the rights of any Reporting Person to sell or dispose of shares of the Common Stock except as specifically set forth in the Agreement. Under the Agreement, there are no grants of proxies as to voting the Group Shares.

The Group's current desire is to sell the Group Shares at a price which reflects the value of the Issuer's assets, which the Group believes to be significantly greater than the price at which the Common Stock has been trading recently. The Group expects to value the Group Shares using the Estimated Net Proved Oil and Gas Reserves and the related Standardized Measure of Discounted Future Net Cash Flows Related to Proved Oil and Gas Reserves prepared by the Issuer's independent petroleum engineering consultants and the other financial information provided in the Issuer's audited financial statements.

Notwithstanding the foregoing and the terms of the Agreement, there are no agreements as to the possible form of any coordinated disposition and no prediction can be made as to whether the Possible Disposition will occur. Moreover, the Reporting Persons, subject to the terms of the Agreement which restrict certain actions as described above, reserve the right in their sole discretion to (i) abandon both their intention to dispose of some or all of the Common Stock beneficially owned by them, (ii) cease discussions about a coordinated transaction with any or all of such other Reporting Persons and (iii) withdraw as a member of the Group.

Item 5. Interest in Securities of Issuer.

No Change, except for the following:

The Reporting Persons have formed a Group. 1,440 shares of Common Stock disclosed in Amendment No. 2 as being beneficially owned by Campbell are no longer beneficially owned by him. The following chart amends and restates the chart in Item 5 in Amendment No. 2 and the related disclosure:

Reporting Person	Sole Power ⁽¹⁾		Shared Power ⁽¹⁾		Percentage ⁽¹⁾	Aggregate ⁽²⁾⁽³⁾	Percentage ⁽²⁾⁽³⁾
	to Vote	to Vote	to Dispose	To Dispose	Of Class (not as a Group)	Beneficial Ownership	Of Class (as a Group)
Alps	1,544,341	0	1,544,341	0	8.4%	6,641,910	32.8%
D. Case Trust	516,286	0	516,286	0	2.9%	6,641,910	32.8%
D. Case Estate	27,000	0	27,000	0	0.15%	6,641,910	32.8%
S. Case Trust	128,663	0	128,663	0	0.72%	6,641,910	32.8%
Fulton & Cole	0	869,507	0	869,507	4.8%	6,641,910	32.8%
Spitters	210,092	0	210,892	0	1.2%	6,641,910	32.8%
Campbell Associates	0	2,442	0	2,442	0.01%	6,641,910	32.8%
H&Q Group	0	2,786,632(3)	0	2,786,632(3)	14.6%	6,641,910	32.8%
H&Q California	0	2,786,632(3)	0	2,786,632(3)	14.6%	6,641,910	32.8%
H&Q Guaranty Finance	0	2,786,632(3)	0	2,786,632(3)	14.6%	6,641,910	32.8%
Campbell	293,518	3,051,703(3)(4)	293,518	3,051,703(3)(4)	18.5%	6,641,910	32.8%
Guaranty Finance Management	0	2,786,632(3)	0	2,786,632(3)	14.6%	6,641,910	32.8%

(1) Calculated in accordance with Rule 13d-3 of the Exchange Act, excluding shares owned beneficially solely because of the formation of a Group.

(2) Calculated in accordance with Rule 13d-3 of the Exchange Act, including shares owned beneficially solely because of the formation of a Group.

(3) Includes shares of Common Stock issuable upon the conversion of the Issuer's Series A Preferred Stock, which Common Stock is excluded from the Group Shares.

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(4) Includes shares of Common Stock held in the name of Campbell Associates and Delaware Charter Guaranty & Trust Co., Custodian for the Plan.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of Issuer.

No Change, except for the matters disclosed in Item 4 herein.

Item 7. Material to be Filed as Exhibits.

The following exhibits to this Statement on Schedule 13D are filed herewith:

1. **Joint Filing Undertaking as required by Rule 13d-1(k).**
2. **Agreement, dated as of January 16, 2003, by and among Alps, Campbell Associates, the Plan, the D. Case Trust, the D. Case Estate, the S. Case Trust, Fulton & Cole, H&Q Guaranty Finance and Spitters.**

SIGNATURE

Each party, after reasonable inquiry and to the best of its knowledge and belief, certifies that the information set forth in this statement is true, complete and correct.

Dated: January 22, 2003

HAMBRECHT & QUIST GROUP

By: /s/ Steven N. Machtinger
Name: Steven N. Machtinger
Title: Vice President

HAMBRECHT & QUIST CALIFORNIA

By: /s/ Steven N. Machtinger
Name: Steven N. Machtinger
Title: General Counsel

HAMBRECHT & QUIST GUARANTY FINANCE, LLC

By: /s/ David Golden
Name: David Golden
Title: Member of Management Committee

/s/ Donald M. Campbell
Donald M. Campbell

GUARANTY FINANCE MANAGEMENT, LLC

By: /s/ Donald M. Campbell
Donald M. Campbell
Chief Executive Officer and Manager

ALPS INVESTMENT, LLC

By: Ka Po'e Hana, LLC, its Manager
By: /s/ Joseph Rymal
Title: Vice President

CAMPBELL ASSOCIATES

By: /s/ Donald M. Campbell
Name: Donald M. Campbell
Title: General Partner

DONALD M. CAMPBELL MONEY

PURCHASE PENSION PLAN

By: /s/ Donald M. Campbell
Donald M. Campbell
Beneficiary

DANIEL H. CASE III LIVING TRUST U/A DATED 7/17/00

By: Ka Po'e Hana, LLC, its Manager
By: /s/ Joseph Rymal
Title: Vice President

ESTATE OF DANIEL H. CASE

By: Ka Po'e Hana, LLC, its Manager
By: /s/ Joseph Rymal
Title: Vice President

STACEY B. CASE LIVING TRUST

By: Ka Po'e Hana, LLC, its Manager
By: /s/ Joseph Rymal
Title: Vice President

MICHAEL D. FULTON

By: /s/ Michael D. Fulton

KATHERYN E. COLE

By: /s/ Katheryn E. Cole

LAURENCE L. SPITTERS

By: /s/ Donald M. Campbell
Donald M. Campbell
Attorney-in-Fact*

* Pursuant to a Power-of-Attorney granted to

Donald M. Campbell in the Agreement

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Exchange Act, the undersigned hereby agree to the joint filing with each other on behalf of each of them a statement on Schedule 13D with respect to the Common Stock deemed to be beneficially owned by each of them.

The undersigned further agree that each party hereto is responsible for the timely filing of such statement on Schedule 13D and any amendments thereto, and for the completeness or accuracy of the information concerning such party contained therein; provided, however, that no party is responsible for the completeness or accuracy of the information contained therein concerning any other party, unless such party knows or has reason to believe that such information is inaccurate.

IN WITNESS WHEREOF, the undersigned have executed this Joint Filing Agreement as of the 22nd day of January, 2003.

HAMBRECHT & QUIST GROUP

By: /s/ Steven N. Machtinger
Name: Steven N. Machtinger
Title: Vice President

HAMBRECHT & QUIST CALIFORNIA

By: /s/ Steven N. Machtinger
Name: Steven N. Machtinger
Title: General Counsel

HAMBRECHT & QUIST GUARANTY FINANCE, LLC

By: /s/ David Golden
Name: David Golden
Title: Member of Management Committee

2. Agreement, dated as of January 16, 2003, by and among Alps, Campbell Associates, the Plan, ~~47~~e D. Ca

/s/ Donald M. Campbell
Donald M. Campbell

GUARANTY FINANCE MANAGEMENT, LLC

By: /s/ Donald M. Campbell
Donald M. Campbell
Chief Executive Officer and Manager

ALPS INVESTMENT, LLC

By: Ka Po'e Hana, LLC, its Manager
By: /s/ Joseph Rymal
Title: Vice President

CAMPBELL ASSOCIATES

By: /s/ Donald M. Campbell
Name: Donald M. Campbell
Title: General Partner

DONALD M. CAMPBELL MONEY

PURCHASE PENSION PLAN

By: /s/ Donald M. Campbell
Donald M. Campbell
Beneficiary

DANIEL H. CASE III LIVING TRUST U/A DATED 7/17/00

By: Ka Po'e Hana, LLC, its Manager
By: /s/ Joseph Rymal
Title: Vice President

ESTATE OF DANIEL H. CASE

By: Ka Po'e Hana, LLC, its Manager
By: /s/ Joseph Rymal
Title: Vice President

STACEY B. CASE LIVING TRUST

By: Ka Po'e Hana, LLC, its Manager
By: /s/ Joseph Rymal
Title: Vice President

MICHAEL D. FULTON

By: /s/ Michael D. Fulton

KATHERYN E. COLE

By: /s/ Katheryn E. Cole

LAURENCE L. SPITTERS

By: /s/ Donald M. Campbell
Donald M. Campbell
Attorney-in-Fact*

* Pursuant to a Power-of-Attorney granted to

Donald M. Campbell in the Agreement