

EXHIBIT 1



Celia Goldwag Barenholtz
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Via ECF

June 30, 2017

Chief Judge Dora L. Irizarry
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Re: SEC v. Platinum Management (NY) LLC et al., Civil Case No. 16-cv-6848 (DLI)(VMS)

Dear Chief Judge Irizarry:

We are counsel to Bart M. Schwartz (the "Receiver"), the court-appointed receiver for defendant Platinum Credit Management, L.P. and certain related entities (collectively, the "Receivership Entities"), and write on his behalf to request your approval to retain and pay Reed Smith LLP ("Reed Smith"). The Receiver wishes to retain Reed Smith to conduct a review of the Receivership's position in a litigation funding arrangement.

Although the Receiver has filed an application to resign [Docket No. 170], the Receiver is making this application at this time because this review must be conducted to make the litigation funding position saleable, because the Receivership currently pays approximately \$700,000 each month to maintain the position, and because the Receiver wishes to be able to sell the position (in whole or in part) as quickly as possible, possibly before the Receiver needs to make the next monthly payment.

The Receiver is aware of Your Honor's June 27, 2017 scheduling order setting a Show Cause Hearing for July 7, 2017, and Your Honor's note that "the parties should be prepared to address whether decision on any pending motions made by the Receiver for various authorizations should be stayed pending the Court's decision on the motion to appoint a new receiver." Order regarding Docket Nos. 177, 178. Prior to making this application, a member of the Receiver's staff conferred with a member of the SEC's staff, who advised that the SEC did not object to the filing of this application at this time but might not take a position on the merits of this application before the July 7, 2017 hearing in this case.

In support of this Application, the Receiver attaches the following Exhibits:

Exhibit 1 Declaration of Daniel M. Burstein, executed June 30, 2017;

Exhibit 2 a proposed Order.



Chief Judge Dora L. Irizarry
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Page Two

Respectfully submitted,

/s/ Celia Goldwag Barenholtz
Celia Goldwag Barenholtz
COOLEY LLP
1114 Avenue of the Americas
New York, NY 10036
(212) 479-6000
cbarenholtz@cooley.com

Counsel to the Receiver

cc: All counsel of record (via ECF)

Enclosures

Exhibit 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
SECURITIES AND EXCHANGE COMMISSION, :

Plaintiff, :

-v- :

PLATINUM MANAGEMENT (NY) LLC; :
PLATINUM CREDIT MANAGEMENT, L.P.; :
MARK NORDLICHT; :
DAVID LEVY; :
DANIEL SMALL; :
URI LANDESMAN; :
JOSEPH MANN; :
JOSEPH SANFILIPPO; and :
JEFFREY SHULSE, :

Defendants. :

No. 16-cv-6848 (DLI)(VMS)

**DECLARATION OF DANIEL M.
BURSTEIN IN SUPPORT OF THE
RECEIVER'S APPLICATION FOR
AN ORDER AUTHORIZING THE
RETENTION AND PAYMENT OF
REED SMITH LLP**

----- X
I, Daniel M. Burstein, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a member of the bar of this Court, and am a Senior Managing Director of Guidepost Solutions LLC ("Guidepost"), and as such work with Bart M. Schwartz, the Court-appointed Receiver for Platinum Partners Credit Opportunities Master Fund, LP ("PPCO") and certain related entities (collectively, the "Receivership Entities"). I submit this declaration in support of the Receiver's Application for an Order Authorizing the Retention and Payment of Reed Smith LLP (the "Application").

2. Mr. Schwartz was appointed as Receiver on consent of defendants Platinum Management (NY) LLC, Platinum Credit Management, L.P., and Mark Nordlicht by an order of this Court on December 19, 2016 (the "Appointment Date"), as amended January 30, 2017 [Docket No. 59-2] (the "Receiver Order"), following an Order to Show Cause filed in this matter by the Securities and Exchange Commission (the "SEC"). See Docket Nos. 5 & 6. On March 8, 2017, this Court entered a preliminary injunction, enjoining violation of the federal securities laws, and

ordering that Bart Schwartz continue to act as Receiver pursuant to the Receiver Order [Docket Nos. 105, 106].

3. On June 23, 2017, the Receiver submitted an application to resign from his role as Receiver of the Receivership Entities [Docket No. 170]. Under the Receiver Order, however, the Receiver continues to act as Receiver until a successor is appointed by this Court (Receiver Order ¶ 43). As discussed below, the Application seeks the retention of a law firm to conduct a due diligence review of the Receivership's position in a litigation funding arrangement. Because this review must be conducted to make that position saleable, and because the Receivership currently pays approximately \$700,000 each month to maintain this position, the Receiver seeks approval of the Application now, so that the position may be sold (in whole or in part) as quickly as possible, possibly before the Receiver needs to make the next monthly payment.

4. The SEC staff consents to the Receiver's filing of this Application, but has indicated that it does not intend to take a position on the merits of this application until at or after the July 7, 2017 hearing on the SEC's Application for an Order to Show Cause for the Appointment of a New Receiver. [Docket No. 173].

5. This declaration is based on my personal knowledge, books and records of the Receivership Entities, and information I learned from, among others, the Receiver, Guidepost personnel who are working with me on this matter, and Platinum employees knowledgeable about the Receivership Entities' litigation funding investments.

The Receiver's Authority

6. Under the Receiver Order, the Receiver is empowered to "take custody, control and possession of all Receivership Property," (Receiver Order ¶ 6.B), "manage, control, operate and maintain the Receivership Entities," (Receiver Order ¶ 6.C), "transfer, compromise, or otherwise

dispose of any Receivership Property, other than real estate, in the ordinary course of business” in the manner the Receiver deems “most beneficial” to the Receivership Entities (Receiver Order ¶ 28), and manage and maintain the business operations of the Receivership Entities (Receiver Order ¶ 31).

7. The Receiver Order empowers the Receiver to “engage and employ persons . . . to assist the Receiver in carrying out the Receiver’s duties and responsibilities” (Receiver Order ¶ 6.F, ¶ 49). The Receiver Order requires that such persons be compensated upon the prior approval of the Court, and directs them to comply with the SEC’s Billing Instructions (Receiver Order ¶ 50).

The Receivership’s Investment in Acceleration Bay and the Need for Due Diligence Counsel

8. The Receivership Entities have interests in a variety of assets. PPCO, through its subsidiary named Hamilton Capital LLC (“Hamilton”),¹ provides litigation financing to borrowers in multiple investments. In February 2015, Hamilton entered into a loan and security agreement with Acceleration Bay LLC (“Acceleration Bay”), a California based technology incubator that purchases and licenses patents for various technologies (the “Agreement”).

9. Under the Agreement, Hamilton made a \$15,000,000 loan facility available to Acceleration Bay. Acceleration Bay uses the funds received from Hamilton to pursue actions against potential infringers of a group of patents it purchased from an intellectual property licensing company (the “Patents”). Pursuant to the Agreement, Hamilton will receive a participation in any recovery stemming from judgments or settlement proceeds obtained against potential infringers of the Patents.

¹ Hamilton itself has multiple subsidiaries. As used in this application Hamilton includes both Hamilton Capital LLC and its subsidiaries.

10. To date, Hamilton has provided Acceleration Bay with nearly \$6,800,000 through the loan facility created by the Agreement. However, Hamilton is approximately \$1,500,000 behind its funding obligations. In consultation with the SEC staff, the Receiver has been making payments of \$700,000 each month to avoid a potential default and to maintain the Receivership's participation rights under the Agreement.

11. Acceleration Bay has retained Kramer Levin Naftalis & Frankel LLP ("Kramer Levin") to monetize the Patents. Kramer Levin filed suit against Activision Blizzard Inc., Electronic Arts Inc., Take-Two Interactive Software, Inc., Rockstar Games, Inc., and 2K Sports, Inc. in the United States District Court for the District of Delaware (Case Nos. 1:15-cv-00228, 1:15-cv-00229, and 1:15-cv-00311), alleging that the defendants infringed on the Patents (the "Litigation"). The Litigation is presently active and requires additional funding. The cases are scheduled for trial beginning April 2018.

12. Due to the ongoing costs required to maintain the Receivership's interest created by the Agreement, the Receiver has explored selling all or part of the Receivership's interest.

13. There is an active market for litigation funding arrangements such as the Agreement. However, it is common practice in the litigation funding arena to provide potential buyers with an independent review of the litigation in question prior to the sale of a position. Before entering into the Agreement, Hamilton retained Reed Smith to conduct a review of the Patents and to advise on the potential merits of a case against alleged infringers. The Receiver now wishes to retain Reed Smith to conduct a review of the Litigation, so that its review can be provided to potential purchasers of the Receivership's interest under the Agreement. Based on a review of competing bids, Reed Smith is best positioned to conduct this review for the lowest price due to its existing familiarity with the Patents.

Terms of Proposed Retention

14. The Receiver requests authorization to retain Reed Smith according to the terms of the engagement letter attached hereto as Exhibit A. Reed Smith is a global law firm with more than 1,700 attorneys worldwide and its attorneys are familiar with patent litigation and are familiar with the Patents at issue. The hourly rates of the attorneys who will work on the proposed engagement range from \$350 to \$850 per hour.

15. If its retention is approved, Reed Smith will review and analyze the strengths and weaknesses of the Litigation, including a review of all pleadings, written discovery, fact depositions, expert reports, expert depositions, claim construction related findings and court orders. As mentioned above, Reed Smith is familiar with the Patents and was retained by Hamilton to conduct a similar review prior to the formation of the Agreement.

16. Reed Smith expects that its work will cost between \$40,000 and \$50,000 in total and has agreed that its fees for completing this work will not exceed \$50,000.

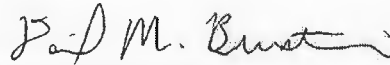
17. Before commencing this engagement, Reed Smith will submit to the Receiver and the SEC staff a certification confirming that it has performed a conflict check and that it does not have any potential or actual conflicts which prevent it from accepting the proposed engagement. Reed Smith will also confirm that none of the attorneys who will work on the engagement are currently subject to disciplinary actions in any court. Reed Smith will certify that it agrees to abide by the SEC Receivership Billing Instructions.

18. This engagement is expected to last less than four weeks. Given the circumscribed nature of the work to be performed, the Receiver requests authorization to make payment to Reed Smith up to \$50,000 without the submission of a formal fee application or further order of this

Court. The Receiver will submit Reed Smith's invoices to the SEC Staff for their review prior to payment.

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

Dated: New York, New York
June 30, 2017



Daniel M. Burstein

Exhibit A

ReedSmith

James T. Hultquist
Direct Phone: +1 312 207 6494
Email: jhultquist@reedsmith.com

Reed Smith LLP
10 South Wacker Drive
Chicago, IL 60606-7507
Tel +1 312 207 1000
Fax +1 312 207 6400
reedsmith.com

June 28, 2017

Harvey Werblowsky
Platinum Partners Masterfund
1325 Avenue of the Americas, Suite 2717
New York, New York 10019

Dear Mr. Werblowsky:

This is to confirm that Platinum Partners Masterfund ("Masterfund") has asked Reed Smith (the "Firm") to review and analyse the strengths and weaknesses of plaintiff's case in the matter styled *Acceleration Bay, LLC v. Take-Two Interactive Software, Inc.* (the "Litigation"). We will provide Masterfund with our thoughts regarding the strengths and weaknesses of Acceleration Bay's case against Take-Two Interactive Software, Inc. Our work will include a review of all pleadings, written discovery, fact depositions, expert reports, expert depositions, claim construction related filings and all of the court's orders in the Litigation. Our work may be limited by any Protective Order entered in the Litigation so we will have to work with you and counsel of record to determine whether we can review materials subject to the Protective Order. Our work in connection with the Litigation is hereinafter referred to as the "Engagement". This letter confirms the scope of the Engagement and will describe the arrangement and terms of our representation of Masterfund.

Our representation of Masterfund is subject to court approval and both parties' agreement as set forth in this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms").

As indicated, unless otherwise specified in this engagement letter, the terms of the Engagement will be in accordance with our Firm's enclosed Standard Terms. We invite your attention to two provisions within these terms that are particularly important to us in order for us to undertake the representation contemplated here. First, "Exclusion of Owners, Subsidiaries, Officers, Directors and Employees" defines and provides limitations as to what entities the attorney-client relationship shall extend to under this representation. Second, "Future Conflicts in Unrelated Matters" addresses future conflicts of interest that may occur for us and provides for your advanced consent to these conflicts while Masterfund remains a current client. We ask that you consider these terms, as well as all of the other provisions of the Standard Terms, prior to agreeing to engage us as counsel.

My current hourly rate is \$695 per hour, and current rates for other Reed Smith partners and associates who will work on the Engagement, range from \$350 to \$850 per hour. We expect that our work in the Engagement will cost between \$40,000 and \$50,000. The hourly rates of our lawyers are subject to periodic adjustment as outlined in the Standard Terms. Our policy on expenses, including those for which Masterfund is responsible to pay, is contained in the Standard Terms.

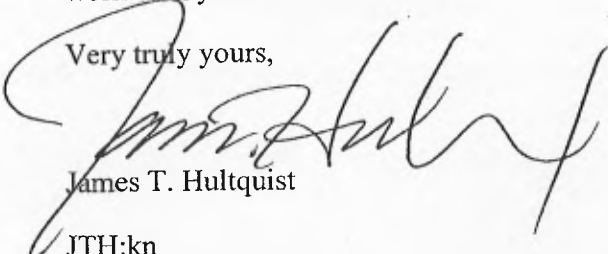
ReedSmith

Harvey Werblowsky
June 28, 2017
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We understand that our fees and costs in connection with this Engagement will be paid by Acceleration Bay, LLC and that, by signing below, Acceleration Bay acknowledges its responsibility for the payment of our fees and costs in connection with the Engagement. Masterfund will remain responsible for any of our fees and costs not paid by Acceleration Bay, LLC.

If the terms of this engagement letter and the Standard Terms meet with your approval, please sign below and return the enclosed copy of same, keeping the second copy for your files. If, in the alternative, you have any questions regarding this letter, the enclosed and incorporated Standard Terms, or otherwise our representation of Masterfund, please contact me. Your communication to us to proceed with this matter, prior to sending us a signed copy of this letter, will be recognized and relied upon by us as your acceptance of the letter along with the Standard Terms. We look forward to the opportunity to work with you and Masterfund.

Very truly yours,



James T. Hultquist

JTH:kn

Accepted By:

Platinum Partners Masterfund

By: _____

Title: _____

Date: _____

Accepted By:

Acceleration Bay, LLC

By: _____

Title: _____

Date: _____

Reed Smith LLP Standard Terms and Conditions of Engagement

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each matter that Reed Smith LLP ("Reed Smith" or "Firm") is engaged to represent "Client," as defined in the engagement letter. To the extent Client provides the Firm with different, supplemental, or alternative terms, the terms provided hereunder shall prevail unless Firm specifically agrees otherwise in writing.

Fees. Reed Smith will bill Client on a monthly basis unless otherwise specified in the engagement letter for a specific matter. Each bill will provide a detailed accounting of services rendered and/or recorded during the immediately preceding month. The "services rendered" will be broken down into two separate components: (i) legal services provided by our attorneys, paralegals and other professionals, and (ii) reimbursable

costs and expenses incurred by Reed Smith in connection with its representation of Client. With respect to legal services, Client will be billed on an hourly basis (unless otherwise specified) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted as of January 1 of each year and may, from time to time, be adjusted at other times during the year.

Reimbursable Costs. The second component of "services rendered" shown on our bill to Client will be a summary of expenses by category which includes: long distance telephone, postage, photocopy/scan/print, facsimile charges, secretarial and word processing overtime, etc. See table below:

Costs & Expenses	
Service	Charge
Outgoing Faxes	<i>From a fax machine:</i> \$1/p U.S./£1/p UK <i>From a desktop:</i> Long distance charges
Copy/Scan/Print	<i>Black/White:</i> 15¢/p U.S./£0.25/p UK <i>Color:</i> \$1/p U.S./£1/p UK
Telephone	Actual long distance charges on Firm systems and on Firm or other calling cards
Courier/Overnight Services	Actual charges incurred
Postage	Actual charges incurred
Electronic Research	Actual charges incurred
In-House Video Conferencing	Actual cost of call plus \$15 (£25)/hr for technical support
Third Party Conference Calls	Actual invoiced cost
Technology Support	Hourly rate for technician time plus all direct costs
Overtime	Actual charge incurred when overtime is warranted
Third Party Services such as: transcripts, title	Items over \$1,000 are typically sent directly to client for

searches, title insurance, filing and recordation fees and taxes, and other transaction-related disbursements, such as expert witnesses and consultants and investigators.	payment. Otherwise, costs for such services are billed to clients at actual invoiced cost.
Data Hosting	Actual charges incurred

While many expense costs are generally paid by the Firm and then charged to Client, it is our practice to forward invoices for significant filing fees or disbursements (e.g., \$1,000 or higher) to Client for direct payment to the vendor. In addition, if substantial costs are to be advanced in connection with the matter, it is our practice to obtain a retainer from Client to cover such costs.

Retainer. It is the Firm's policy to require an initial retainer before commencing legal services for a new client. The amount of the retainer is specified in the attached engagement letter. As monies become due for legal fees and expenses, those items will be deducted from the Retainer, with notice to you of those deductions. Of course, with respect to any other matters we may undertake on the Client's behalf, we may request an additional retainer that is reasonable in light of the anticipated scope of the task at hand.

Unless Client elects that the retainer (or other funds provided to the Firm in trust) to be placed in a separate account, applicable law may require the Firm to deposit retainers into an account from which interest generated from the account is used to provide legal services to the indigent or for other purposes that benefit the public and that are related to legal services. If Client desires Client's deposit to be placed in a trust account with interest payable to Client, please so advise on an Advance Deposit Form, along with Client's taxpayer identification number on a properly executed W-9 Form. Reed Smith's trust accounts are held in approved financial institutions, and bear interest at the bank's rates for this type of account. The choice of bank, however, is subject to change at our discretion.

Payment. Unless otherwise specifically agreed in the engagement letter, we expect payment from Client within 30 days of the invoice date, as prompt and full payment for our services is vital to our ability to efficiently provide legal services to all clients. Client agrees to pay our invoice within 30 days of the bill date, unless otherwise specified in the letter.

Interest on Overdue Accounts. Client further understands and agrees that if payment is not made within 30 days of the bill date, Client's account shall be considered past due, after which an interest charge will be added to the outstanding balance in an amount equal to .83% per month. We also reserve the right to discontinue services if our bills are not paid in a timely manner, and to seek payment for all outstanding and accrued fees and expenses.

Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If Client so requests, we will suggest possible successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, in accordance with local court rules, and Client agrees to engage successor counsel to represent Client.

Information/Client Responsibilities. We will keep Client informed of the status of all matters and, as appropriate, will send Client copies of correspondence, pleadings and/or other relevant documents which we initiate and copies of correspondence, pleadings and/or other relevant documents we receive from others. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available to Client relevant to the Firm's representation of Client's interests, including furnishing all documents requested by us.

Termination and Conclusion of Attorney-Client Relationship. Unless previously terminated, our representation of the Client will terminate, and the attorney-client relationship shall be deemed concluded, after our completion of all matters for which we have represented Client. But no later than the date of the invoice under which the last matter was billed in full. The Firm expects full payment for any amounts owed at that time.

Post-Engagement Matters. Client has engaged the Firm to provide legal services in connection with a specific matter as described in the engagement letter.

After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless Client engages the Firm to provide additional advice on issues arising from the matter, we have no continuing obligation to advise Client with respect to future developments.

Deal Lists. The Firm reserves the right to use the Client's name and/or the descriptive elements of corporate finance transactions the Client has undertaken with our assistance, in deal lists communicated to our existing or prospective clients or the media, unless Client instruct us otherwise.

External Electronic Communication Authorization. The Firm may send documents or other information that is covered by the attorney-client or work product privileges using external electronic communication ("EC") (via the internet or other network). Client understands that EC is not an absolutely secure method of communication. Client acknowledges and accepts the risk and authorizes the Firm to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise the Firm in writing not to send them via EC and the Firm will comply with Client's request.

Internal Communications. There are occasions when lawyers in the Firm find it useful and helpful to discuss our professional obligations to clients with lawyers experienced in such matters. Accordingly, as part of our agreement concerning our representation of Client, Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our Firm's Legal Department (either the Firm's in-house counsel or, if we choose, outside counsel) we have Client's consent to do so. Any such communications are and will be deemed to be communications protected by the Firm's attorney-client privilege, and our representation of Client shall not, thereby, waive any attorney-client privilege that the Firm may otherwise have protecting the confidentiality of our communications with counsel.

Future Conflicts In Unrelated Matters. The Firm's ability to represent any and all clients is governed by the applicable rules of professional conduct, which include but are not limited to rules regarding conflicts of interest between multiple clients of a law firm or

between a law firm and its clients (collectively, "the Conflicts Rules"). Except as we may have already disclosed, the Firm is not presently aware of a conflict created by the proposed representation of Client that would trigger the Conflicts Rules at this time. However, the nature and scope of the Firm's work for other clients may give rise to conflicts of interest in the future. The purpose of this section of the Standard Terms is to explain how the Firm proposes to resolve future conflicts issues so that the Client can decide whether or not to be represented by the Firm. In other words, the purpose of this section is to establish a waiver of future conflicts but to do so subject to the conditions and limitations noted herein.

The Scope of the Waiver

The Firm only requires Client's waiver for future work for other clients that is entirely factually and legally unrelated to the work we shall do for Client, but is adverse to Client or Client's interest. Thus, the Firm does not recognize that this waiver would allow it:

- at any time, to attack the work that the Firm performs for the Client;
- to affect the independence of the Firm concerning work that the Firm performs for the Client;
- at any time, to disclose or use adversely to the Client, or to place itself in a position to disclose or use, any confidential and nonpublic information of the Client;
- at any time, to allow lawyers [or nonlawyer staff] who work for the Client to simultaneously work adversely to the Client; or
- for so long as the Firm continues to represent the Client, to allege criminal conduct by the Client.

Outside of these limitations, the Firm is and will remain free to represent other clients adversely to the Client. In other words, we may represent other clients in negotiations, business transactions, litigation, alternative dispute resolution, administrative proceedings, discovery disputes, or other legal matters even if those matters are adverse to Client or Client's interests. For example, and solely by way of illustration, the Firm could represent another client in a contractual dispute against Client, including litigation, provided we did not advise Client concerning the contract in question or have confidential information of

Client that bears directly on the aspect of the contract in dispute.

Although the Client may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by the Firm prior to receipt of notice by the Firm of the revocation. In addition, and to the extent permitted by the applicable rules of professional conduct, the Client must consent to the Firm's withdrawal from the Client's matters if withdrawal is necessary for the Firm to continue representing other clients. If the Firm does withdraw from a matter, however, it will assist Client in transferring the matter to other counsel of Client's choice and will not bill Client for legal fees, expenses, or other charges arising from the need to assist successor counsel in coming up to speed.

Considerations Relating to Client's Decision to Provide the Waiver

Having made you aware of this conflicts waiver and its potential implications for you, we ask that you state exception to agreeing to this waiver if you have any unanswered or unaddressed reservations or concerns. We also strongly encourage you to discuss this waiver with independent counsel of your choice.

As we have already explained, there are questions that Client should address before a decision to agree to waive future conflicts is made:

- Is there a material risk of adverse disclosure or use of confidential client information?
- Is there a material risk that the Firm will be less zealous or eager when representing the Client because of other adverse representations?
- Is the Client ready, willing, and able to live by the commitment this waiver requires in the future?

As to the first two questions, we believe that any risk to the Client is minimal to nonexistent in light of the protections and limitations contained in this and other sections of the Standard Terms as well as the rules of professional conduct that the Firm is bound by. As to the final question, that is necessarily the Client's choice and not ours. However, the Client's agreement to provide this waiver is fundamental to and necessary for the Firm's agreement to represent the Client.

Clients with Competing Interests. Some of our current or future clients are likely to operate in the same industry or sector as you and may have interests which are adverse to you. You accept that we may act for such other clients. We will continue to have rigorous procedures to identify conflicts and ensure the confidentiality of the information you or other clients provide to us. Where you request us to act for you on a matter where you are one of a number of parties competing for the same asset (for example, in a tender or corporate auction or in an insolvency situation), you agree that we may act for other parties on the same matter provided we comply with applicable ethical rules and are able to act in the best interests of each client.

Insurance or Third Party Billing. Client may wish to determine whether Client has insurance to cover its exposure concerning matters for which Reed Smith shall serve as Client's counsel. Absent an express and specific requirement in the Scope of Engagement above identifying Reed Smith as responsible, Client shall be responsible for (1) determining whether Client has insurance coverage associated with the Scope of Engagement and (2) for tendering any claim or suit to Client's insurer. It is possible that Client or Reed Smith may secure the agreement of an insurance company that Reed Smith may act as Client's counsel. Some insurance companies impose restrictions on the type, amount of or hourly rate for legal services for which they will pay and may further refuse reimbursement for various cost items. In addition, some insurance companies may unilaterally impose other restrictions which are different from the terms provided hereunder. While Reed Smith will, of course, work cooperatively with any insurance company defending Client, and make every effort to minimize the expense not absorbed by Client's insurance company, Reed Smith's engagement agreement is with Client, and Client agrees to pay promptly Reed Smith's invoices, and Client will seek such reimbursement from the insurance company as may be appropriate. In the event a billing dispute arises between Client and the insurance carrier, Reed Smith will advise Client and, if Client wishes, Reed Smith will represent Client in connection with that dispute, at Reed Smith's standard hourly rates.

Additionally, upon request, we will forward or address our invoices to a third party designated by Client, other than an insurance company. Client agrees that in so requesting, Client waives any conflict of interest

arising under applicable law which requires Client's consent for us to accept payment of legal fees from a party other than the represented client. We commit to Client that our representation of Client shall not be made less independent through the acceptance of fees for our services to Client from a party other than Client.

Matters Involving Patents. We do not offer the service of annuity/maintenance fee payments on pending and granted patents. Therefore, Client is required to either contract with a direct-pay firm for payment of annuities/maintenance fees or undertake payment of such fees on Client's own behalf. If requested, we can assist Client in identifying such a firm but Client agrees to inform us of its election in this regard. Further, Client agrees that if Client does not report to us how annuity/maintenance fee payments will be made for Client's pending and granted patents, that we may conclude, and therefore may rely upon, that Client has arranged to have the fees paid by some means other than through us.

Responses to Audit Letters. If Client engages an accountant to audit Client's financial statements, it is likely the accountant will request, during the audit, that Reed Smith provide a written description of all pending or threatened claims for lawsuits to which Reed Smith has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant which Client is requested to send to Reed Smith. Minimum fees for responses to audit letters will be billed at \$550 for non-profit entities, \$1050 for non-public, for-profit entities, and \$1,550 for public entities. Client agrees that these fixed fees are reasonable in view of the time Reed Smith shall spend in preparing letters to Client's auditor. However, if more than three hours of time is necessary, we will charge our regular hourly rates.

Disposition of Records. Reed Smith is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Reed Smith may destroy any file materials (hard copy or electronic form) after termination of the matter involved, unless Client requests those materials within thirty days of notification of Reed Smith's intent to destroy them.

Exclusion of Owners, Subsidiaries, Officers, Directors and Employees. Our client for purposes of our representation is Client as specifically identified in the engagement letter for the matter, and not, unless

expressly named in the engagement letter, any "Affiliates" of Client. "Affiliates" of Client that are excluded from the meaning of Client include, but are not limited to (a) shareholders or constituent partners, members, or other equity stakeholders, (b) parent, sister, brother and subsidiary companies, (c) joint ventures, limited partnerships, general partnerships, limited liability companies or other unincorporated entities in which Client may have an ownership interest, (d) officers, (e) directors, (f) employees, or (g) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise. *Should Client feel it necessary and appropriate to change the identified client or to include any of the foregoing within the definition of "Client" for a particular matter, please discuss this matter with us before engaging us.* Our objective in this policy is to avoid situations where (1) true clients or parties in interest being represented by our Firm find themselves being sued or in an adverse position to another client of our Firm because our records did not properly identify the client, or (2) after undertaking our representation of Client (or another client), and investing considerable time and dollars on Client's behalf, we are forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney client relationship.

Illinois Arbitration Clause

By signing this Agreement, Client agrees that, in the event of any dispute arising out of or relating to this Agreement, the relationship, or the services performed including, but not limited to, disputes regarding the amount of, or payment or non-payment of attorneys' fees or expenses and disputes alleging negligence, breach of contract, malpractice of any type (no matter how denominated), breach of fiduciary duty, fraud, disgorgement, or any claim based upon a statute, such disputes shall be resolved by submission to binding arbitration as provided here.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA")

in accordance with its Commercial Arbitration Rules [including the Emergency Interim Relief Procedures], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be brought in Illinois, unless the parties mutually agree in writing to another forum. A single qualified arbitrator will be chosen to serve under the then effective rules of the AAA, unless the parties mutually agree in writing to three arbitrators. The decision of the arbitrator(s) shall be final, binding, and not subject to judicial review.

The parties agree that arbitration can be compelled by a court located in Illinois, that arbitration cannot be avoided by the filing of any other lawsuit or proceeding, and that provisional or ancillary remedies can be sought without waiver of arbitration rights.

The parties intend that this Agreement to arbitrate be valid, enforceable and irrevocable. Accordingly, for any dispute covered by this provision Client (1) waives its right to a jury trial; (2) waives any right of an appeal; (3) waives the ability to have broad discovery as such may be provided under the Federal Rules of Civil Procedure or other court rules; and (4) recognizes it may incur substantial upfront costs as compared to litigation. Notwithstanding, Client understands that in submitting to binding arbitration Client has not waived any right Client may have to assert a disciplinary complaint to an attorney conduct board or other authority.

Client has read this agreement and understands it has a right to have this arbitration agreement reviewed by other counsel in order to advise if it is in Client's best interest. Client represents that it has had an opportunity to consult with independent counsel.

Exhibit 2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X

SECURITIES AND EXCHANGE COMMISSION, :

Plaintiff, :

-v- :

No. 16-cv-6848 (DLI)(VMS)

PLATINUM MANAGEMENT (NY) LLC; :

PLATINUM CREDIT MANAGEMENT, L.P.; :

ECF CASE

MARK NORDLICHT; :

DAVID LEVY; :

DANIEL SMALL; :

URI LANDESMAN; :

JOSEPH MANN; :

JOSEPH SANFILIPPO; and :

JEFFREY SHULSE, :

Defendants. :

----- X

**[PROPOSED] ORDER AUTHORIZING RECEIVER
TO RETAIN AND PAY REED SMITH LLP**

Upon (i) the Receiver's letter application dated June 30, 2017; (ii) the Declaration of Daniel M. Burstein, dated June 30, 2017 attached thereto as Exhibit 1; and (iii) the proposed engagement letter attached thereto as Exhibit A;

NOW, THEREFORE after due deliberation and sufficient cause appearing therefor, and no objection to the relief requested having been raised, it is hereby:

ORDERED that the Receiver's application is granted, and pursuant to the application, the Receiver is authorized to retain and pay Reed Smith LLP to conduct a review of the Receivership's position in a litigation funding arrangement.

Dated: Brooklyn, New York
July __, 2017

SO ORDERED:

THE HON. DORA LIZETTE IRIZARRY
CHIEF UNITED STATES DISTRICT JUDGE
EASTERN DISTRICT OF NEW YORK

EXHIBIT 2

Sealed/Sensitive

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
SECURITIES AND EXCHANGE COMMISSION, :

Plaintiff, :

-v- :

PLATINUM MANAGEMENT (NY) LLC; :
PLATINUM CREDIT MANAGEMENT, L.P.; :
MARK NORDLICHT; :
DAVID LEVY; :
DANIEL SMALL; :
URI LANDESMAN; :
JOSEPH MANN; :
JOSEPH SANFILIPPO; and :
JEFFREY SHULSE, :

Defendants. :

No. 16-cv-6848 (DLI)(VMS)

----- X

**THE RECEIVER'S FIRST QUARTERLY STATUS REPORT FOR
THE PERIOD DECEMBER 19, 2016 THROUGH MARCH 31, 2017**

Bart M. Schwartz, the receiver (the "**Receiver**") for Platinum Credit Management, L.P., Platinum Partners Credit Opportunities Master Fund LP, Platinum Partners Credit Opportunity Fund (BL) LLC, Platinum Liquid Opportunity Management (NY) LLC and Platinum Partners Liquid Opportunity Fund (USA) L.P. (collectively, the "**Receivership Entities**") submits this First Quarterly Status Report (this "**Report**") pursuant to this Court's December 19, 2016 *Order Appointing Receiver*, as amended on January 30, 2017 (the "**Receiver Order**").¹

This Report, for the period from the Receiver's December 19, 2016 appointment through the close of the first calendar quarter on March 31, 2017, summarizes the factual findings and actions taken by the Receiver through March 31, 2017, provides an accounting of the Receivership

¹ Capitalized terms used but not defined herein have the meaning ascribed to them in the Receiver Order.

Sealed/Sensitive

[illegible]

The following investments represent the positions held by PPLO as of the most recent valuation date, June 30, 2016. *Valuations were made by prior management, and by including*

EXHIBIT 3



GUIDEPOST SOLUTIONS LLC

INVOICE

Guidepost Solutions, LLC
415 Madison Ave, 11th Floor
New York NY 10017
Phone number : (212)817-6700

Invoice : 18030
Date: 2/21/2015
Contract # 01-0914-01-15
Contract Name : Polsinelli-Platinum

Jeremy R. Johnson
Polsinelli, PC
900 Third Avenue, 21st Floor
New York NY 10022

TERMS NET: Due Upon Receipt

Fee for Professional Services and Out of Pocket Disbursements

Fees for professional services for 2/1/2015 to 2/21/2015	\$ 5,281.25
See Attached	
Disbursements:	\$ 430.40
See Attached	
Administrative Surcharge	\$ 264.06
Sales Tax	\$ 530.35
See Attached	
Total Due	\$ 6,506.06

Domestic Wire Transfer :
The Westchester Bank
2001 Central Park Avenue
Yonkers NY 10710
ABA# : 021914544
Account Name : Guidepost Solutions LLC
Bank Acct# : 31055122

International Wire Transfer :
JP Morgan Chase Bank
SWIFT: CHASUS33
ABA# : 021000021
Acct# 849-162508

Remit by Check :
Guidepost Solutions, LLC
415 Madison Ave, 11th Floor
New York NY 10017



GUIDEPOST SOLUTIONS LLC

INVOICE

Guidepost Solutions, LLC
 415 Madison Ave, 11th Floor
 New York NY 10017
 Phone number : (212)817-6700

Page: 1
 Invoice : 18030
 Date: 2/21/2015
 Contract # 01-0914-01-15
 Contact Name: Polsinelli-Platinum

Jeremy R. Johnson
 Polsinelli, PC
 900 Third Avenue, 21st Floor
 New York NY 10022

Date:	Employee	Description	Rate	Hours	Total
2/15/2015	Joseph Jaffe	Email exchanges with and call to J. Johnson; email exchange with R. Lark and BMS; attention to project management	550.00	1.50	\$ 825.00
2/15/2015	Courtney Wolfe	Conduct background research re: J. Ward	275.00	4.00	\$ 1,100.00
2/16/2015	Joseph Jaffe	Email exchange with J. Johnson and R. Lark	550.00	0.25	\$ 137.50
2/17/2015	Courtney Wolfe	Conduct background research re: J. Ward	275.00	4.00	\$ 1,100.00
2/17/2015	Scott Kisch	Conduct research re: J. Ward and Acceleration Bay	300.00	2.25	\$ 675.00
2/18/2015	Rosemary Lark	Draft report re: J. Ward and Acceleration Bay	350.00	1.00	\$ 350.00
2/18/2015	Scott Kisch	Conduct research re: J. Ward and Acceleration Bay	300.00	2.50	\$ 750.00
2/19/2015	Joseph Jaffe	Review report; forward to client; call to J. Johnson	550.00	0.50	\$ 275.00
2/19/2015	Courtney Wolfe	Update Ward Report	275.00	0.25	\$ 68.75
				16.25	\$ 5,281.25

Professional Fees Total	\$ 5,281.25
--------------------------------	--------------------

Date:	Employee	No	Description	Quantity	Total
2/19/2015	C. Wolfe/S. Kisch	DATABASE1	Database fee for J. Ward and Acceleration Bay	330.40	\$ 330.40
Database Fee				330.40	\$ 330.40

Total of Database Fees	\$ 330.40
-------------------------------	------------------

Date:	Employee	Description	Quantity	Total
2/13/2015	Premier Due Diligence	Court Searches in San Mateo County	1.00	\$ 100.00
			1.00	\$ 100.00

Domestic Wire Transfer :
 The Westchester Bank
 2001 Central Park Avenue
 Yonkers NY 10710
 ABA# : 021914544
 Account Name : Guidepost Solutions LLC
 Bank Acct# : 31055122

International Wire Transfer :
 JP Morgan Chase Bank
 SWIFT: CHASUS33
 ABA# : 021000021
 Acct# 849-162508

Remit by Check :
 Guidepost Solutions, LLC
 415 Madison Ave, 11th Floor
 New York NY 10017



GUIDEPOST SOLUTIONS LLC

INVOICE

Guidepost Solutions, LLC
 415 Madison Ave, 11th Floor
 New York NY 10017
 Phone number : (212)817-6700

Page: 2
 Invoice : 18030
 Date: 2/21/2015
 Contract # 01-0914-01-15
 Contact Name: Polsinelli-Platinum

Jeremy R. Johnson
 Polsinelli, PC
 900 Third Avenue, 21st Floor
 New York NY 10022

Total Expenses		\$ 100.00
	Sub-total	\$ 5,711.65
	Administrative Surcharge	\$ 264.06
	Sub Total	\$ 5,975.71
	Sales Tax	\$ 530.35
	Total	\$ 6,506.06

Domestic Wire Transfer :
 The Westchester Bank
 2001 Central Park Avenue
 Yonkers NY 10710
 ABA# : 021914544
 Account Name : Guidepost Solutions LLC
 Bank Acct# : 31055122

International Wire Transfer :
 JP Morgan Chase Bank
 SWIFT: CHASUS33
 ABA# : 021000021
 Acct# 849-162508

Remit by Check :
 Guidepost Solutions, LLC
 415 Madison Ave, 11th Floor
 New York NY 10017

To: FundingApprovals[FundingApprovals@platinumlp.com]; Naftali Manela[nmanela@platinumlp.com]; Daniel Mandelbaum[DMandelbaum@platinumlp.com]
From: David Lichtman
Sent: Thur 3/12/2015 5:10:08 PM
Importance: Normal
Subject: FW: Texas Keystone-Research Invoice

This should be split among PPCO and PPVA as in the past

From: Jack Simony
Sent: Thursday, March 12, 2015 6:09 PM
To: David Lichtman; Harvey Werblowsky
Subject: FW: Texas Keystone-Research Invoice

Approved, please process payment.

Jack Simony

Platinum Partners cid:image002.jpg@01CC1C5D.9373FC50

PLATINUM PARTNERS

250 West 55th Street | 14th Floor | New York, NY 10019

T: 212.581.0500 | D: 212.634.5257

jsimony@platinumlp.com | www.platinumlp.com

From: Jaffe, Joseph [<mailto:JJaffe@guidepostsolutions.com>]
Sent: Thursday, March 12, 2015 5:37 PM

To: Jack Simony
Cc: Schwartz, Bart
Subject: Texas Keystone-Research Invoice

Jack: Attach is our invoice 18137 dated February 28, 2015 for the research involving Texas Keystone requested by you in your February 10, email. An original is being forwarded to you at your office by regular mail. Glad we could be of assistance.

Joseph Jaffe

CCO, Deputy General Counsel and Sr Managing Director



GUIDEPOST SOLUTIONS LLC

T 646.553.1376

F 212.817.6728

C 917.213.0529

JJaffe@guidepostsolutions.com



This message may contain confidential information that may also be defined as U.S. Government export controlled technical data and is intended only for the individual or entity named. It may also be attorney client privileged or otherwise protected as attorney work product. If you are not the named addressee you

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GUIDEPOST SOLUTIONS LLC

INVOICE

Guidepost Solutions, LLC
415 Madison Ave, 11th Floor
New York NY 10017
Phone number : (212)817-6700

Invoice : 18137
Date: 2/28/2015
Contract # 01-0872-01-14
Contract Name : Platinum Partners

Platinum Partners LLC
250 West 55th Street
14th Floor
New York, NY 10019

TERMS NET: Due Upon Receipt

Fee for Professional Services and Out of Pocket Disbursements

Fees for professional services for 2/1/2015 to 2/28/2015	\$ 4,725.00
See Attached	
Disbursements:	\$ 453.50
See Attached	
Administrative Surcharge	\$ 236.25
Total Due	\$ 5,414.75

Domestic Wire Transfer :
The Westchester Bank
2001 Central Park Avenue
Yonkers NY 10710
ABA# : 021914544
Account Name : Guidepost Solutions LLC
Bank Acct# : 31055122

International Wire Transfer ;
JP Morgan Chase Bank
SWIFT: CHASUS33
ABA# : 021000021
Acct# 849-162508

Remit by Check :
Guidepost Solutions, LLC
415 Madison Ave, 11th Floor
New York NY 10017



GUIDEPOST SOLUTIONS LLC

INVOICE

Guidepost Solutions, LLC
 415 Madison Ave, 11th Floor
 New York NY 10017
 Phone number : (212)817-6700

Page: 1
 Invoice : 18137
 Date: 2/28/2015
 Contract # 01-0872-01-14
 Contact Name: Platinum Partners

Platinum Partners LLC
 250 West 55th Street
 14th Floor
 New York, NY 10019

Date:	Employee	Description	Rate	Hours	Total
2/10/2015	Talia Cohen	Research regarding Todd Kozler and Texas Keystone	350.00	5.50	\$ 1,925.00
2/11/2015	Talia Cohen	Research regarding Todd Kozler and Texas Keystone	350.00	4.50	\$ 1,575.00
2/13/2015	Talia Cohen	Research regarding Texas Keystone	350.00	3.50	\$ 1,225.00
				13.50	\$ 4,725.00

Professional Fees Total	\$ 4,725.00
--------------------------------	--------------------

Date:	Employee	No	Description	Quantity	Total
2/13/2015	New York Database Fee	NYC-DATABASEFE	NY Database Fees	453.50	\$ 453.50
Database Fee				453.50	\$ 453.50

Total of Database Fees	\$ 453.50
-------------------------------	------------------

Sub-total	\$ 5,178.50
Administrative Surcharge	\$ 236.25
Sub Total	\$ 5,414.75
Total	\$ 5,414.75

Domestic Wire Transfer :
 The Westchester Bank
 2001 Central Park Avenue
 Yonkers NY 10710
 ABA# : 021914544
 Account Name : Guidepost Solutions LLC
 Bank Acct# : 31055122

International Wire Transfer :
 JP Morgan Chase Bank
 SWIFT: CHASUS33
 ABA# : 021000021
 Acct# 849-162508

Remit by Check :
 Guidepost Solutions, LLC
 415 Madison Ave, 11th Floor
 New York NY 10017

EXHIBIT 5

To: Wires[Wires@platinumlp.com]
From: domestic-wires@capitalonebank.com
Sent: Mon 5/4/2015 11:23:14 AM
Importance: Normal
Subject: [Cust Out Wire Advice - eMail] Message ID:150504110838H400 Advice Code:OTCSADEM

Please be advised that Capital One Bank, NA has debited your account ending in #*****5051 for \$12,363.31 for an Outgoing Wire sent on 2015-05-04 00:00:00.

The details for this transaction are listed below:

FRB Reference #: 20150504F5QCZ80C000933

* * *

Originator Info: PLATINUM PARTNERS CR OPPORTUNI
152 W 57TH ST
54TH FL
NEW YORK,NY,10019 USA

* * *

Receiving Bank Name: THE WESTCHESTER BA
Receiving Bank ABA: 021914544

Beneficiary Info: Guidepost Solutions

Beneficiary Bank:

Intermediary Bank:

* * *

Additional Information:

Invoice 18030 18137 18409

The information contained in this e-mail is confidential and/or proprietary to Capital One and/or its affiliates. The information transmitted herewith is intended only for use by the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any review, retransmission, dissemination, distribution, copying or other use of, or taking of any action in reliance upon this information is strictly prohibited. If you have received this communication in error, please contact the sender and delete the material from your computer.



MANAGE YOUR CASH

CASH MANAGEMENT CHECKING MONEY MARKET CDs LOANS

PLATINUM PARTNERS CR OPPORTUNITIES MASTE
152 W 57TH ST
54TH FL
NEW YORK NY 10019

Speak to a dedicated business solutions expert
at 1-888-755-2172 — a one-stop number for
both your business and personal needs.

ACCOUNT SUMMARY FOR PERIOD MAY 01, 2015 - MAY 29, 2015

Business Analyzed Checking 00007047565051		PLATINUM PARTNERS CR OPPORTUNITIES MASTE	
Previous Balance 04/30/15	\$2,132,000.27	Number of Days in Cycle	29
27 Deposits/Credits	\$9,164,832.39	Minimum Balance This Cycle	\$90,382.81
53 Checks/Debits	(\$10,672,338.10)	Average Collected Balance	\$662,297.80
Service Charges	\$0.00		
Ending Balance 05/29/15	\$624,494.56		

ACCOUNT DETAIL FOR PERIOD MAY 01, 2015 - MAY 29, 2015

Business Analyzed Checking 00007047565051		PLATINUM PARTNERS CR OPPORTUNITIES MASTE		
Date	Description	Deposits/Credits	Withdrawals/Debits	Resulting Balance
05/01	Wire transfer deposit ATLANTIC GROWTH CAPITAL LL 050115 150501090533F102	\$41,666.67		\$2,173,666.94
05/04	Book transfer credit FR 7017207444	\$1,150,000.00		\$3,323,666.94
05/04	Wire transfer deposit PLATINUM PARTNER S VALUE AR 050415 150504153855F101	\$118,726.40		\$3,442,393.34
05/04	Book transfer debit TO 7017207444		\$151,621.94	\$3,290,771.40
05/04	Book transfer debit TO 7047564993		\$801,255.00	\$2,489,516.40
05/04	Wire transfer withdrawal Ely D. Tendler L egal and S 050415 150504110643H400		\$1,000.00	\$2,488,516.40
05/04	Wire transfer withdrawal Guidepost Soluti ons 050415 150504110838H400		\$12,363.31	\$2,476,153.09
05/04	Wire transfer withdrawal ERC Mining India na Corp 050415 150504153630H400		\$206,354.00	\$2,269,799.09
05/04	Wire transfer withdrawal Centurion Credit Group LLC 050415 150504110449H400		\$2,176,825.65	\$92,973.44

Thank you for banking with us.

PAGE 1 OF 6

EXHIBIT 6



Bart M. Schwartz, as Receiver of Gabriel Capital L.P. and Ariel Fund Limited, Participates in \$410 Million Settlement With J. Ezra Merkin for Alleged Secret Madoff Investments

June 25, 2012 11:13 AM Eastern Daylight Time

NEW YORK--(BUSINESS WIRE)--Bart M. Schwartz, the Receiver for Gabriel Capital L.P. and Ariel Fund Limited, announced today that he has reached a settlement of his damages suit against J. Ezra Merkin, having worked with New York Attorney General Eric T. Schneiderman and his staff to settle both parties' suits against Mr. Merkin and his management company. Both the New York Attorney General's, and Mr. Schwartz's suits concern Mr. Merkin's alleged secret investments with Bernard L. Madoff Investment Securities.

In the settlement, Mr. Merkin is required to pay a total of \$410 million in cash over a three year period as compensation to injured investors and to resolve pending disputes.

"I am satisfied with the settlement that's been achieved, and I am grateful for the New York Attorney General's leadership in the effort," said Mr. Schwartz. "The monies realized from this settlement will help bring the Ariel and Gabriel funds' investors closer to being made whole."

The settlement provides for Mr. Schwartz to distribute to eligible investors in the Gabriel and Ariel funds, who elect to participate in the settlement, 42.5% of their net Madoff losses up to losses of \$5 million. A provision has also been made for additional recovery for investors whose net Madoff losses exceed \$5 million. Distributions to Ascot Fund investors will be made in the same proportions by the Receiver of that fund, David Pitofsky.

Excluding distributions to be made from this settlement with Mr. Merkin, Mr. Schwartz has already distributed, or has moved for the authority to distribute, more than \$500 million of cash to injured investors in the Ariel and Gabriel funds. Regarding his ongoing efforts to maximize distributions to injured investors, Mr. Schwartz noted, "I will continue to focus my efforts on carefully and expeditiously monetizing the funds' non-Madoff investment portfolios, without unduly sacrificing investment value, to return proceeds of those largely illiquid assets to investors as quickly as possible. I also will focus on achieving the best possible resolutions of the substantial remaining litigations to which the funds are parties, including those with the Madoff Trustee and others."

The funds' remaining non-Madoff investments have an aggregate remaining estimated value of approximately \$970 million. The funds also have aggregate claims against the Madoff Trustee totaling approximately \$350 million, which are the subject of ongoing litigation.

Mr. Merkin was alleged to have secretly invested more than one-fourth of the assets of Gabriel Capital L.P. and Ariel Fund Limited with Madoff. Following revelation of Madoff's fraud, and commencement of actions against Mr. Merkin by an investor in the funds and the New York Attorney General, all the assets in both funds were put into receivership.

Proceeds of the settlement with Mr. Merkin are expected to be distributed incrementally to investors who elect to participate in the settlement over the next 24 to 36 months. Within the next 60 to 90 days, Mr. Schwartz, in consultation with his legal counsel, James C. McCarroll of Reed Smith LLP, and the New York Attorney General, expects to send to investors of record detailed descriptions of the settlement, and solicitations of their interest to participate.

No action by investors is required in the interim, but investors are strongly encouraged to review carefully the materials and to elect to participate in the settlement. All questions can be addressed to either Mr. Schwartz, Mr. McCarroll or Mr. Rittereiser.

The cases are The People of the State of New York v. J. Ezra Merkin, et al. (Index No. 450879/2009); and Bart M. Schwartz, as Receiver v. J. Ezra Merkin, et al. (Index No. 651516/2010)

Receiver Contact:

Bart M. Schwartz

Receiver

+1-212-205-4189

bschwartz@guidepostpartners.com

Legal Counsel Contact:

James C. McCarroll, Reed Smith LLP

Receiver's Legal Counsel

+1-212-549-0209

jmccarroll@reedsmith.com

Investor Contact:

Bob Rittereiser

Guidepost Partners, LLC

+1-212-371-5207

brittereiser@guidepostpartners.com

Contacts

Media Contact:

Montieth & Company

Montieth M. Illingworth, 212-284-7625

Montieth@montiethco.com

SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

PRESENT: HON. RICHARD B. LOWE III

Justice

PART 56PropeINDEX NO. 450879 19

- v -

MOTION DATE _____

MOTION SEQ. NO. _____

MOTION CAL. NO. _____

Murkin

The following papers, numbered 1 to _____ were read on this motion to/for _____

PAPERS NUMBERED

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...

Answering Affidavits — Exhibits _____

Replying Affidavits _____

Cross-Motion: ☐ Yes ☐ No

Upon the foregoing papers, it is ordered that this motion

Reed Smith LLP (Reed Smith), as attorneys for Bart M. Schwartz (Schwartz), court-appointed receiver of Ariel Fund Limited (Ariel) and Gabriel Capital, L.P., Gabriel Alternative Assets, LLC, and Gabriel Assets, LLC has submitted bills in the amount of \$3,019.88 in services and expenses for its time representing Schwartz during the month of April 2017.

This court has thoroughly reviewed all of the entries on such bills, and finds them to be in order. Accordingly, this court approves Reed Smith being paid \$3,019.88 for its time and expenses during the month of April 2017.

Dated: 6/28/17

HON. RICHARD B. LOWE III

J.S.C.

Check one: ☐ FINAL DISPOSITION ☐ NON-FINAL DISPOSITIONCheck if appropriate: ☐ DO NOT POST ☐ REFERENCE☐ SUBMIT ORDER/ JUDG.☐ SETTLE ORDER/ JUDG.MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE
FOR THE FOLLOWING REASON(S):

EXHIBIT 8

Execution Version
CONFIDENTIAL

Guidepost Solutions LLC
415 Madison Avenue
11th Floor
New York, NY 10017

July 18, 2016

Platinum Management (NY) LLC
Platinum Credit Management LP
Platinum Liquid Opportunity Management (NY) LLC
250 W. 55th St., 14th Floor
New York, NY 10019

Attention: Mark Nordlicht

Ladies and Gentlemen:

This letter agreement (this "Agreement") confirms the terms on which Platinum Management (NY) LLC, Platinum Credit Management LP and Platinum Liquid Opportunity Management (NY) LLC (each, a "Manager" and collectively, the "Managers"), on behalf of the Funds which they manage, as defined below (the Funds collectively hereinafter referred to as the "Client") have engaged Guidepost Solutions LLC ("Consultant") to assist the Client with oversight of its portfolio, valuations and compliance during the period from the date hereof to the Termination Date (as defined below).

1. Engagement. The Client hereby engages Consultant to provide the services set forth in this Agreement in connection with all funds and fund assets managed by the Managers including, but not limited to, each of the following funds: Platinum Partners Value Arbitrage Fund (USA) L.P., Platinum Partners Value Arbitrage Fund (International) Limited, Platinum Partners Value Arbitrage Fund L.P., Platinum Partners Credit Opportunities Fund LLC, Platinum Partners Credit Opportunities Fund (TE) LLC, Platinum Partners Credit Opportunities Fund International, Ltd., Platinum Partners Credit Opportunities Fund International (A), Ltd., Platinum Partners Credit Opportunities Master Fund, LP, Platinum Partners Liquid Opportunity Fund (USA) L.P., Platinum Partners Liquid Opportunity Fund (International) Ltd. and Platinum Partners Liquid Opportunity Master Fund L.P. (collectively, and together with any intermediate entities, the "Funds"). The engagement of Consultant hereunder is limited to the duties set forth herein and, in all cases, is subject to the terms of this Agreement.

2. Services to be Rendered. The services to be provided by Consultant in connection with its engagement hereunder will consist of (unless the Client and Consultant agree that a particular service is not needed to be provided any longer or in any particular instance):

- (a) acting as an independent oversight advisor for the orderly management and disposition of the assets of the Funds and related matters;

- (b) verifying the current assets of the Funds and any third-parties' ownership interests in the assets including, but not limited to, any claims, liens, pledges and other encumbrances on such assets;
- (c) reviewing (i) all material transactions of the Funds, including any material transfers of money or assets, and (ii) all related party transactions and Affiliate transactions, each as further addressed in Section 7 hereof (for purposes of this Agreement, "Affiliate" is defined as a person or entity that directly, or indirectly through one or more intermediaries, has an ownership or control interest in, or is owned or controlled in whole or in part by, or is under common ownership or control in whole or in part with, the person or entity specified);
- (d) establishing a process for communication to shareholders and members of the Funds (collectively, "Investors"), and reviewing any such communications and any communications received from Investors;
- (e) upon request of the Client or Managers, meeting with counterparties and other interested parties (including, but not limited to, outside auditors, government regulators or law enforcement personnel);
- (f) participating with the Client and Managers in (i) any determination of whether a Fund should commence liquidation, (ii) the determination of the proposed terms under which such Fund will liquidate, and (iii) the actual disposition of assets and other requirements of the liquidation process;
- (g) cooperating with any duly appointed liquidator for any of the Funds; and
- (h) providing such other services in connection with the Funds as (i) the Client or Managers may reasonably request, (ii) are set forth in this Agreement, or (iii) Consultant may reasonably determine are necessary to fulfill its obligations hereunder.

The Client acknowledges and agrees that Consultant's engagement hereunder is not an agreement by Consultant to make any investment or provide any financing.

3. Confidentiality. Subject to the other provisions of this Agreement, the parties to this Agreement acknowledge that, in the course of dealings between the parties, each party may acquire information or materials about the other party, its business activities and operations, its technical information and trade secrets (including, but not limited to, information concerning or about the Managers or the Funds), which are of a confidential or proprietary nature ("Confidential Information"). Information will be treated as Confidential Information (i) if it is marked or accompanied by documents clearly and conspicuously designating them as "confidential" or the equivalent; (ii) if it is identified by the disclosing party as confidential before, during or promptly after the presentation or communication; or (iii) if information, by its nature, should have reasonably been known to be confidential. The terms and conditions of this Agreement shall be deemed Confidential Information. Each party will use the same degree of care, but no less than a reasonable degree of care, as the party uses with respect to its own similar information to protect the information and to prevent (i) any use of information not authorized in

this Agreement, (ii) dissemination of information to any employee of the party without a need to know, (iii) communication of information to any third party, or (iv) publication of information. These restrictions of confidentiality will not apply, however, to any information that (i) was lawfully known to the receiving party before receipt from the disclosing party; (ii) is or becomes publicly available through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; (iv) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; (v) is independently developed by the receiving party without a breach of this Agreement; (vi) is disclosed by the receiving party with the disclosing party's prior written approval, and Client and Managers hereby grant approval to Consultant to disclose any and all information that is otherwise Confidential Information to the staff of the U.S. Securities and Exchange Commission ("SEC"). If a receiving party is required by a government body or court of law to disclose information, the receiving party agrees to give the disclosing party reasonable advance notice so that disclosing party may contest the disclosure or seek a protective order. Each party warrants that it has the right to disclose its own Confidential Information. Each party agrees to return to the other party, or to destroy (and to certify the destruction in writing to the other party) all materials containing any Confidential Information of the other party regardless of the media and regardless of by whom prepared, within ten (10) days after demand for the materials or in any event within ten (10) days after termination or expiration of this Agreement, provided that each party may retain a copy of such Confidential Information for such period of time as is required under applicable law or regulation.

4. Fees and Expenses.

- (a) It is agreed that the Managers will pay Consultant, as compensation for its services hereunder, an amount equal to (i) \$125,000 for July 2016, (ii) \$100,000 per month for each of August and September 2016, (ii) \$75,000 per month for October – December 2016 and (iii) thereafter, \$50,000 per month. Except as set forth in this Section 4, no other compensation or reimbursement of expenses will be paid. In the event that Consultant reasonably determines that additional services are necessary to fulfill its obligations pursuant to Section 2(h) hereunder, Consultant and Managers shall negotiate in good faith regarding any additional compensation to be provided to Consultant to perform such additional services. The parties hereto acknowledge and agree that the expenses for Section 2(b) hereunder will be billed separately on an hourly basis.
- (b) Each payment referred to in Section 4(a) shall be due and payable in cash to such bank account specified by Consultant, with the first payment due within five days of executing this agreement, the August payment due on August 15, and thereafter on the first day of each succeeding month.
- (c) In addition, the Managers shall reimburse Consultant for all reasonable and documented out-of-pocket costs and expenses incurred in connection with Consultant's engagement pursuant to this Agreement, subject to the provision by Consultant of reasonable documentation of such costs and expenses incurred and provided that such costs and expenses shall not exceed \$10,000 per month in the aggregate without the Managers' prior written consent; provided, that the

Managers shall have no reimbursement obligation pursuant to this Section 4(c) with respect to any costs or expenses incurred in the event that this Agreement is terminated by the Client in circumstances involving a Bad Act of Consultant. In the event that Consultant reasonably determines that the \$10,000 per month cap referenced herein is insufficient for the Consultant to fulfill its obligations pursuant to this Agreement, Consultant and Managers shall negotiate in good faith regarding modification of the cap.

- (d) In performing its responsibilities under this Agreement, Consultant may use the services of (i) its controlled Affiliates, provided that it will be responsible for ensuring that such Affiliates comply with the terms of this Agreement, including confidentiality obligations no less restrictive than those applicable to Consultant under this Agreement and (ii) such third parties as Consultant shall reasonably determine are necessary for the performance of its obligations hereunder; provided further that the foregoing shall not release Consultant of its obligations hereunder. For the purposes of this Agreement, "Consultant" will include such controlled Affiliates and third parties where appropriate.
- (e) The Managers' agreement to pay the Consultant under this Section 4 and to indemnify the Consultant under Section 5 of this Agreement is without prejudice to its position that these are fees, expenses and indemnification obligations of the Funds and for the benefit of the Funds. As such, after the Consultant has reviewed the state of the Funds' finances, the Managers may elect to seek reimbursement annually from the Client Funds for sums that the Managers have advanced to pay the fees, expenses and indemnification obligations paid to the Consultant provided that no enforcement action has been filed by any governmental agency against any of the Managers or their principals between the date hereof and the exercise date of any such reimbursement election. If any such enforcement action is pending, then Managers may not elect to seek reimbursement until such time as all appeals of any such action have been exhausted.

5. Indemnification and Contribution. In consideration of Consultant's engagement hereunder, the Client and Managers agree to the provisions set forth in Exhibit A, which provisions are incorporated by reference herein and constitute a part of this Agreement.

6. Termination and Survival.

- (a) This Agreement shall survive until the final disposition of all or substantially all of the assets of the Funds; provided, that (i) Consultant may terminate its engagement hereunder at any time after the one-year anniversary hereof and (ii) the Client may terminate Consultant's engagement hereunder at any time after the one-year anniversary hereof provided prior notice is given of such proposed termination of Consultant to the SEC staff, in each case of clause (i) and (ii) by giving 30 days' prior written notice to the other party (the "Termination Date"). Notwithstanding the foregoing or anything to the contrary herein, this Section 6 (Termination and Survival) and Sections 3 (Confidentiality), 4(c) (Expenses), 5

(Indemnification and Contribution), 7 (Certain Matters Relating to Engagement), 8 (Other Business Relationships), 10 (Governing Law, Waiver of Jury Trial and Submission to Jurisdiction) and 11 (Miscellaneous) will survive any termination of this Agreement or the termination or completion of Consultant's engagement hereunder.

- (b) The Client and the Managers acknowledge and agree that they will not solicit or retain Consultant or any personnel or vendors of Consultant for any purpose for a period of eighteen (18) months after the later of (i) termination of the original term of this Agreement, and (ii) termination of any period referred to in the next sentence. Subject to notification to the SEC staff, the parties hereto may agree to revive this Agreement after termination and may expand the duties hereunder.

7. Certain Matters Relating to Engagement.

- (a) The Client and Managers acknowledge that Consultant has been retained solely to provide the services set forth herein and that the purpose of Consultant's engagement is to assist the Managers in furthering the goals of protecting the Funds' assets and Investors. In rendering such services, Consultant shall act as an independent contractor. In its capacity as an independent contractor, neither Consultant nor any of its personnel will be deemed "access persons" for purposes of the compliance policies of the Managers.
- (b) The Client and Managers agree that they will provide or cause to be provided all available assistance and documentation wherever located, will make available personnel during normal business hours and at such places and times as Consultant shall reasonably request from time to time in order to permit Consultant to effectively and efficiently carry out its obligations under this Agreement. Consultant acknowledges and agrees that the foregoing may be limited by assertion of attorney-client or other privilege with respect to certain actions taken or not taken prior to the date of this Agreement, provided that the Client and Managers agree that they will not make or permit their personnel to make any such assertion of such privilege unless it has a good faith belief, based on the advice of counsel that such privilege exists.
- (c) Consultant agrees that it will not take a position that it is adverse to the SEC and will not assert that attorney-client privilege applies to its communications with the Client. Consultant may not, however, provide privileged material to the SEC in the event that Consultant is inadvertently provided with or otherwise obtains privileged material.
- (d) The parties hereto agree to the following reporting obligations:
 - (i) Consultant agrees to report at least monthly to the SEC staff and at such other shorter times, in its or the SEC staff's discretion, on the status of its engagement under this Agreement, which reporting may be by telephone or by other reasonable means.

- (ii) The Managers shall timely report to Consultant, and Consultant shall timely report to the SEC staff regarding any proposed or consummated transaction(s) listed in Sections 7(e)-(m) below which require prior consultation with Consultant. Consultant's report to the SEC staff shall include a description of such transaction(s), the Consultant's professional opinion(s) regarding such transaction(s), and, if the transaction(s) was consummated, details regarding the same.
- (iii) Consultant shall report any actual or potential violation of federal securities laws during the period of the Consultant's engagement hereunder to the SEC staff reasonably promptly upon learning of such violation, and in any event within two (2) business days.
- (c) The parties hereto agree that any proposed transaction between any Fund, on the one hand, and any Manager, any Affiliate or agent of any Manager, on the other hand, will require prior consultation with Consultant.
- (f) The parties hereto agree that any proposed disposition of any cash or other Fund asset to or for the benefit of any Manager, or any Affiliate or agent of any Manager, will require prior consultation with Consultant.
- (g) The parties hereto agree that any proposed charitable contribution of any cash or other Fund asset will require prior consultation with the Consultant.
- (h) The parties hereto agree that any proposed disposition of any cash or other asset by any Manager or Fund or any Affiliate thereof to, or for the benefit of, any Investor will require prior consultation with the Consultant.
- (i) The parties hereto agree that any proposed transfer, encumbrance or other disposition of any interest in any Fund (including, but not limited to, the disposition of any Fund share or LLC interest) will require prior consultation with the Consultant.
- (j) The Managers shall promptly notify the Consultant of any loans to, or investments in, any of the Managers or the Funds from any source.
- (k) The parties hereto agree that any proposed pledge, sale, encumbrance or other disposition by any Fund of any material cash or other asset of such Fund will require prior consultation with Consultant. Solely for purposes of this Section 7(k) and Section 2(c), "material" will mean an amount equal to the lesser of \$50,000 or 0.25% of the most recently reported net asset value of such Fund, but in no event less than \$10,000 and, if to or for the benefit of the same person or entity, any such dispositions during a sixty (60) day period which, in the aggregate, equal the lesser of \$50,000 or 0.25% of the most recently reported net asset value of such Fund, but in no event less than \$10,000.

- (l) The parties hereto agree that any proposed transaction between any Fund and/or Manager or any Affiliate thereof, on the one hand, and Beechwood¹ or any Affiliate or agent of Beechwood, on the other hand, will require prior consultation with Consultant.
- (m) The parties hereto agree that in the event of any material dispute between the Client and Consultant regarding any proposed action to be taken after the date of this Agreement, the Client and Consultant will discuss such dispute with the SEC staff before such action is taken.

8. Other Business Relationships. Consultant may have and may in the future have relationships with parties other than the Client. Although Consultant in the course of such other relationships may acquire information about such other parties, Consultant shall have no obligation to disclose such information, or the fact that Consultant is in possession of such information, to the Client or to use such information on the behalf of any of them. Furthermore, the Client acknowledges and agrees that Consultant may have fiduciary, legal and contractual and other obligations that preclude Consultant from disclosing such information, the fact that Consultant possesses such information or that Consultant maintains any relationship with such other parties. The Client acknowledges and agrees that Consultant may continue to engage with and otherwise perform its functions in connection with any fiduciary, legal, contractual or other obligations in conjunction with its other relationships without regard to its relationship to the Client.

9. Additional Representations and Warranties.

- (a) Consultant warrants and covenants that it is, and will remain throughout the terms of this Agreement, disinterested and independent from the Managers, the Funds, and all Affiliates thereof.
- (b) Each party to this Agreement hereby represents, warrants and covenants to the other party hereto as follows:

¹ "Beechwood" includes BAM Administrative Services LLC, BAM Management Services LLC, B Asset Holdings LLC, B Asset Manager GP LLC, B Asset Manager II GP LLC, B Asset Manager LP, B Asset Manager II LP, BBIL ULICO 2013, BBIL ULICO 2014, BBIL MLIC 2015, BBLN-AGERA Corp., BBIL-PEDCO Corp., Beechwood Bermuda Ltd., Beechwood Capital LLC, Beechwood Global Distributors LLC, Beechwood Bermuda International Ltd., Beechwood Bermuda Investment Holdings Ltd., Beechwood Bermuda International Middle East Ltd., Beechwood Re Ltd., Beechwood Re Holdings Inc., Beechwood Re Investments LLC, Beechwood Re Investors LLC, BHLN-AGERA Corp., BHLN-PEDCO Corp., BHLN-St. John's Place Corp., BRe BCLIC 2013 Primary, BRe BCLIC 2013 Sub, BRe WNIC 2013 LTC Primary, BRe WNIC 2013 LTC Sub, FTL Holdings LLC, MSD Administrative Services LLC, MSD Investment LLC, MSD TX LLC, Old Mutual (Bermuda) Ltd., Senior Health Insurance Company of Pennsylvania, Tevere Capital LP, 2481234 Ontario Ltd., 7097914 Manitoba Ltd., any Affiliate or agent of any of the foregoing, and any person or entity acting on Beechwood's behalf.

- (i) Such party is duly organized and validly existing under the laws of its respective jurisdiction of organization. Such party has all power and authority necessary to conduct the business in which it is engaged, except where the failure to have such power or authority would not impair in any material respect its ability to perform its obligations under this Agreement or to consummate any transactions contemplated by this Agreement.
 - (ii) Such party has obtained, or will promptly obtain, and maintain in force throughout the term of this Agreement all necessary consents, permits, licenses, legal opinions, and other authorizations required of it in order for such party to carry out its services under this Agreement.
 - (iii) The execution and delivery of this Agreement by such party and the performance of its obligations hereunder will not, in any material respect (i) violate any provision of any applicable law, rule or regulation, any order of any court or the terms of any agreement, whether written or oral, to which it is a party, or (ii) infringe upon the rights of any third party including property, contractual or employment rights, or the rights to any trade secret, proprietary information or intellectual property.
 - (iv) Such party acknowledges that the other party hereto enters into this Agreement in reliance on the representations, warranties and covenants contained herein, and agrees to promptly notify the other party in writing if any representations or warranties hereunder cease to be accurate or complete in any material respect.
- (c) Consultant agrees to comply with all applicable laws, rules and regulations related to the services that Consultant provides hereunder. Consultant represents and warrants to the Client that it has all governmental licenses required in connection with the services that Consultant provides hereunder.

10. Governing Law, Waiver of Jury Trial and Submission to Jurisdiction.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws principles thereof. Each of the parties hereto irrevocably agrees to waive trial by jury in any action, proceeding, claim or counterclaim brought by or on behalf of either party hereto related to or arising out of this Agreement or the performance of services hereunder. Each party certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other party would not, in the event of any proceeding, seek to enforce the foregoing waiver and acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications set forth in this Section 10(a).
- (b) Each of the parties hereto irrevocably agrees that any state or federal court sitting in the City of New York shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute arising out of or relating to

this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such courts. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

11. Miscellaneous. This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. This Agreement may not be amended or modified except by a writing executed by each of the parties hereto. Section headings herein are for convenience only and are not a part of this Agreement. This Agreement is solely for the benefit of the parties hereto, and no other person (except for indemnified persons to the extent set forth in Exhibit A hereto) shall acquire or have any rights under or by virtue of this Agreement. This Agreement may not be assigned by either party hereto without the other party's prior written consent. Neither party hereto shall be responsible or have any liability to any other party for any indirect, special or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby, even if advised of the possibility thereof. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

[Signature page follows]

If the foregoing correctly sets forth our understanding, please so indicate by executing this letter, together with the enclosed duplicate originals, in the place indicated and returning two original signatures for our files.

Very truly yours,

GUIDEPOST SOLUTIONS LLC

By: *Dart M. Schwartz*
Name: *DART M. SCHWARTZ*
Title: *Chairman*

Acknowledged, accepted and agreed
as of the date first written above for and
on behalf of themselves and the Funds:

PLATINUM MANAGEMENT (NY) LLC

By: _____
Name: _____
Title: _____

PLATINUM CREDIT MANAGEMENT LP

By: _____
Name: _____
Title: _____

PLATINUM LIQUID OPPORTUNITY MANAGEMENT (NY) LLC

By: _____
Name: _____
Title: _____

If the foregoing correctly sets forth our understanding, please so indicate by executing this letter, together with the enclosed duplicate originals, in the place indicated and returning two original signatures for our files.

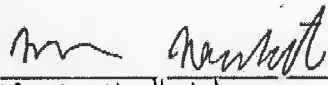
Very truly yours,

GUIDEPOST SOLUTIONS LLC

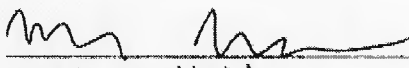
By: _____
Name:
Title:

Acknowledged, accepted and agreed
as of the date first written above for and
on behalf of themselves and the Funds:

PLATINUM MANAGEMENT (NY) LLC

By: 
Name: Mark Nordlicht
Title: Chairman + Chief Investment Officer

PLATINUM CREDIT MANAGEMENT LP

By: 
Name: Mark Nordlicht
Title: Chairman + Chief Investment Officer

PLATINUM LIQUID OPPORTUNITY MANAGEMENT (NY) LLC


By: 
Name: Mark Nordlicht
Title: Chairman + Chief Investment Officer

EXHIBIT A

(a) Indemnification and Reimbursement.

(i) By Client and Managers. Client and Managers jointly and severally agree:

- (1) to indemnify and hold harmless Consultant and its Affiliates and each of the officers, directors, employees, agents and controlling persons of each of Consultant and its Affiliates (each a "Consultant Indemnified Person") from and against any and all losses, claims, demands, damages, liabilities and expenses ("Liabilities"), to which any such Consultant Indemnified Person may become subject, insofar as such Liabilities (or any claim, action, litigation, investigation or proceeding in respect thereof, regardless of whether any of such Consultant Indemnified Persons is a party thereto) arise out of or are based upon the engagement of Consultant hereunder; and
- (2) to reimburse such Consultant Indemnified Persons for any reasonable and documented out-of-pocket legal expenses of one (1) firm of outside counsel (and in no event the allocated cost of internal counsel) in connection with investigating, preparing, responding to or defending any such Liabilities (or claim, action, litigation, investigation or proceeding in respect thereof).

(ii) By Consultant. Consultant agrees:

- (1) to indemnify and hold harmless the Client and its Affiliates and each of the officers, directors, employees, agents and controlling persons of each of the Client and its Affiliates (each a "Client Indemnified Person") from and against any and all Liabilities to which any such Client Indemnified Person may become subject, insofar as such Liabilities (or any claim, action, litigation, investigation or proceeding in respect thereof, regardless of whether any of such Client Indemnified Persons is a party thereto) arise out of or are based upon the engagement of Consultant hereunder; and
- (2) to reimburse such Client Indemnified Persons for any reasonable and documented out-of-pocket legal expenses of one (1) firm of outside counsel (and in no event the allocated cost of internal counsel) in connection with investigating, preparing, responding to or defending any such Liabilities (or claim, action, litigation, investigation or proceeding in respect thereof).

Each such person entitled to indemnification pursuant to this clause (a) shall be hereinafter referred to as an "Indemnified Person." Notwithstanding any of the foregoing, indemnification shall not, as to any Indemnified Person, apply to any Liabilities to the extent that they (A) are finally determined by a court of competent jurisdiction to have

resulted from the bad faith, gross negligence, fraud or willful misconduct by any such Indemnified Person (each such act or omission in clause (A), a "Bad Act"), (B) in the case of the Client's and Managers' obligation to indemnify the Consultant Indemnified Persons, arise from any claim by the Client or a Consultant Indemnified Person (or any related action, litigation or proceeding) against any Consultant Indemnified Person or (C) in the case of Consultant's obligation to indemnify the Client Indemnified Persons, arise from any claim by Consultant or a Client Indemnified Person (or any related action, litigation or proceeding) against any Client Indemnified Person.

- (b) Notice and Conduct of Proceedings. Promptly (but no later than five (5) days) after receipt by an Indemnified Person of notice of any claim, action, litigation, investigation or proceeding for which indemnification is or may be sought hereunder (a "Proceeding"), such Indemnified Person, or Consultant or Client on behalf of such Indemnified Person, as applicable, will notify, in the case of a Consultant Indemnified Person seeking indemnification, the Client, and in the case of a Client Indemnified Person seeking indemnification, Consultant (such notified party, the "Indemnifying Person") in writing of such Proceeding. Failure to so notify the Indemnifying Person will not relieve the Indemnifying Person from liability that it may have to any Indemnified Person hereunder to the extent it does not prejudice the Indemnifying Person. The Indemnifying Person shall be entitled to assume the defense of all Indemnified Persons in connection with the Proceeding, including the employment of counsel reasonably satisfactory to Indemnified Person, and the payment of the fees and disbursements of such counsel. Notwithstanding the Indemnifying Person's decision to assume the defense of any Proceeding, (x) its right to enter into any compromise or settlement of any Proceeding shall be limited as set forth below, and (y) the Indemnified Person shall have the right to employ separate counsel at its own expense and to participate in the defense of any Proceeding. Counsel employed pursuant to the foregoing clause (y) shall be at the expense of the Indemnified Person, unless (i) any Indemnified Person is a named party to any such Proceeding and has been advised by counsel in writing that the representation of the Indemnifying Person and the Indemnified Person by the same counsel would be impermissible under applicable standards of professional responsibility; provided, that the counsel retained by the Indemnified Person shall be reasonably acceptable to the Indemnifying Person, or (ii) the Indemnifying Person fails to assume the defense of the Proceeding or to employ counsel reasonably satisfactory to the Indemnified Person, in each case in a timely manner. In the event of any of the foregoing clauses (i) through (ii), then the Indemnified Person may employ separate counsel, reasonably satisfactory to the Indemnifying Person, at the Indemnifying Person's expense to represent or defend such Indemnified Person in any Proceeding or group of related Proceedings (it being agreed that the Indemnifying Person shall not, under any of the circumstances described in clause (i) or (ii) above, have the right to direct the defense of the Proceeding on behalf of the Indemnified Person). In no event shall the Indemnifying Person be liable for the fees and expenses of more than one separate firm of attorneys for all Indemnified Persons in connection with any one Proceeding or separate but substantially similar or related Proceedings, plus

one firm of local counsel in each jurisdiction in which any such Proceeding is taking place. Notwithstanding anything to the contrary herein, any Indemnified Person and its counsel shall have the right (at such Indemnified Person's expense) to defend and to make the final decision on matters affecting the conduct of any Proceeding with respect to any allegation that such Indemnified Person is not entitled to be indemnified by the Indemnifying Person.

- (c) Settlement of Proceedings. The Indemnifying Person shall not be liable for any settlement of any pending or threatened Proceeding effected by any Indemnified Person without the written consent of the Indemnifying Person, but if settled with its written consent or if there shall be a final judgment for the plaintiff in any such Proceeding, the Indemnifying Person agrees to indemnify and hold harmless each Indemnified Person from and against any and all Liabilities and related expenses in accordance with the provisions of this Exhibit A. The Indemnifying Person shall not, without the prior written consent of each Indemnified Person (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceeding in respect of which indemnity or contribution could have been sought hereunder by such Indemnified Person unless such settlement (x) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Person.
- (d) Miscellaneous. The obligations of the Indemnifying Person under this Exhibit A shall be in addition to any liability that the Indemnifying Person may otherwise have to any Indemnified Person and this Exhibit A shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnifying Person and any Indemnified Person. Capitalized terms used but not defined in this Exhibit A shall have the meanings specified in the Agreement.

EXHIBIT 9

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X

SECURITIES AND EXCHANGE COMMISSION, :

Plaintiff, :

-v- :

No. 16-cv-6848 (DLI)(VMS)

PLATINUM MANAGEMENT (NY) LLC; :

PLATINUM CREDIT MANAGEMENT, L.P.; :

MARK NORDLICHT; :

DAVID LEVY; :

DANIEL SMALL; :

URI LANDESMAN; :

JOSEPH MANN; :

JOSEPH SANFILIPPO; and :

JEFFREY SHULSE, :

Defendants. :

----- X

**DECLARATION OF BART M. SCHWARTZ IN SUPPORT OF APPLICATION
TO APPROVE RECEIVER'S FEES AND TO RETAIN GUIDEPOST SOLUTIONS LLC**

I, Bart M. Schwartz, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a member of the bar of this Court, and am the Court-appointed Receiver for defendant Platinum Credit Management, L.P. and certain related entities (collectively, the "Receivership Entities").

2. I make this declaration in support of my Application for an Order Approving Receiver's Fees and the Retention of Guidepost Solutions LLC *Nunc Pro Tunc* to the Appointment Date (the "Application"). All capitalized terms used in this declaration, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Application.

3. I am the Chairman of Guidepost Solutions LLC ("Guidepost") and I wish to retain Guidepost to support me and help me discharge the powers and duties assigned to me under the Receiver Order.

4. The work contemplated by the Receiver Order is extensive: beyond managing the

day-to-day operation of entities in which the Receivership Entities invested hundreds of millions of dollars, overseeing a forensic accounting of the flow of funds into and out of the Receivership Entities, responding to investor inquiries, and conducting a wind down of the Receivership Entities, I have been tasked with generating multiple reports, including a Liquidation Plan and Quarterly Status Reports, and overseeing potential litigation to recover, collect, and take into possession all Receivership Property.

5. Subject to Court approval, Guidepost will render professional services to the Receiver, including, but not limited to, the following:

(a) To advise and assist me in performing and exercising my rights, powers, duties, and obligations under the Receiver Order;

(b) To assist me in reviewing and analyzing the books and records of the Receivership Entities;

(c) To advise and assist me in connection with managing, controlling, operating, and maintaining the Receivership Entities;

(d) To advise and assist me in the review and analysis of any financial issues incident to any proposed sale or other disposition of property owned by the Receivership Entities;

(e) To advise and assist me in connection with the actual or potential sale, collection, or other disposition of or transaction involving any Receivership Entity assets and the closing of any such transactions;

(f) To advise and assist me and my counsel in any investigation, litigation, deposition, examination, and document production as may be held or conducted in connection discharging my duties as Receiver;

(g) To provide advice, support, and assistance to me with respect to the proper receipt, disbursement, and accounting of funds from the sale or other disposition of any property owned by the Receivership Entities;

(h) To advise and assist me and my counsel in connection with any affirmative litigation to recover funds paid by any Receivership Entity or to recover damages sustained by any Receivership Entity;

(i) To perform any and all other financial services necessary or desirable to assist and support me in the performance and exercise of my rights, remedies, powers, duties, and responsibilities under the Receiver Order.

6. As provided in Paragraph 50 of the Receiver Order, I am entitled to “reasonable compensation and expense reimbursement,” subject to the SEC Billing Instructions. I seek the Court’s approval to be compensated at a rate of \$600 per hour. My normal hourly rate is revised regularly, and for this calendar year is \$850 per hour. Previously, when I performed work on behalf of Platinum as the Independent Oversight Advisor (see ¶¶ 10-12 below) my hourly rate was \$725. As a public service, I am requesting to be compensated at a discounted rate of \$600 per hour, representing a 17.2% discount off of my prior \$725 per hour rate, and a 29.4% discount off of my regular rate for services this calendar year. I will charge for expenses in the same manner that Guidepost will charge for expenses. See ¶ 9.

7. Subject to the Court’s approval, Guidepost will charge for its professional services at hourly rates equal to Guidepost’s rates in effect each year for matters of this type, less a public service discount of ten percent (10%), and for reimbursement of all costs and expenses incurred in connection with this action, subject to the SEC’s Receivership Billing Instructions.

8. The 2017 hourly rates for the professionals likely to assist me in my duties and

those rates at a 10 percent (10%) public service discount are set forth in Exhibit 1, attached hereto. This list of professionals is intended to be a representative, but not definitive, listing of individuals who may provide services in relation to this matter. Additional Guidepost professionals may be used in this engagement to provide services in the most efficient manner possible. In the normal course of its business, Guidepost revises its hourly rates on an annual basis, and the hourly rates reflected in the Application and this declaration are the rates Guidepost has adopted for matters of this type for services to be provided during calendar year 2017.

9. In addition to the fees set forth above, Guidepost customarily charges its clients for all costs and expenses reasonably incurred, including phone charges, bulk mail and express mail charges, special or hand delivery charges, photocopying charges, travel expenses, research expenses, and other reasonable costs incurred. Guidepost will charge the Receiver for these costs and expenses at its standard rates, but not in excess of actual costs, subject to the SEC Receivership Billing Instructions.

10. Guidepost maintains records of its previous work for its clients. Guidepost has searched its records with respect to any potential adverse interests and determined that there are no such interests other than a receivable of \$275,624.84 owed to Guidepost by certain Receivership Entities. Specifically, prior to my appointment as Receiver, in June 2016, the Federal Bureau of Investigation executed a search warrant at Platinum Management's offices, and the U.S. Attorney's Office for the Southern District of New York filed criminal charges against Murray Huberfeld, who participated in the management of Platinum Management and its related funds. These charges were brought in connection with an alleged bribery scheme, where Huberfeld is alleged to have paid kickbacks to a New York City Correction Officer's Union official to obtain the union's retirement fund investments. On July 18, 2016, following consultations between the

SEC and counsel for Platinum Management, Platinum Credit, and Platinum Liquid Opportunity Management (NY) LLC (collectively with their related funds the "Platinum Entities"), the Platinum Entities retained Guidepost as an "Independent Oversight Advisor." In that capacity, Guidepost advised the Platinum Entities as to the orderly management and disposition of the assets of the Funds and related matters, reviewed certain proposed transactions, counseled the Platinum Entities regarding regulatory and compliance matters, and communicated with the SEC and other interested parties regarding Guidepost's concerns about the Platinum Entities, among other things.

11. Guidepost has disclosed the information set forth in Paragraph 10 to the SEC, and information related to this previous retention was included as Exhibit 10 to the Document Declaration of Jess Velona in Support of Emergency Application for an Order to Show Cause, Temporary Restraining Order, Preliminary Injunction, Appointment of a Receiver, and Other Relief [Docket No. 1-16].

12. Guidepost will be paid the \$275,624.84 it is owed for services it rendered as the Independent Oversight Advisor to the Platinum Entities at earliest as an ordinary creditor pursuant to the Liquidation Plan. The SEC is aware of and consents to this arrangement.

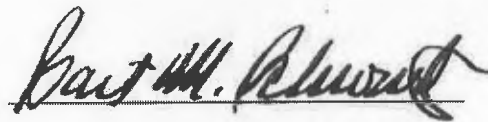
13. As represented to me by my proposed counsel, Cooley LLP, both the SEC and the Restraining Order Defendants consent to the retention of Guidepost. Cooley LLP also sought the consent of the other defendants who have appeared in this case. Defendants Daniel Small, Joseph SanFilippo, and Jeffrey Shulse consent to the Application. Defendants David Levy and Joseph Mann requested more detail regarding the Application, which they were provided, and neither consented nor objected to the Application at the time of filing. Defendant Uri Landesman did not respond to communications regarding the Application.

14. Guidepost will assist me in my capacity as Receiver with the understanding that

Guidepost will be compensated at the discounted hourly rates that are scheduled and attached to this declaration as Exhibit 1 and incorporated herein by reference, and will be reimbursed for reasonable and necessary out-of-pocket expenses, subject to the SEC Receivership Billing Instructions. Guidepost understands that all such compensation and reimbursement is subject to Court approval upon appropriate application.

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

Dated: New York, NY
January 31, 2017

A handwritten signature in dark ink, appearing to read "Bart M. Schwartz", written over a horizontal line.

Bart M. Schwartz

EXHIBIT 1**Professional Rate Chart**

NAME	STANDARD RATE	DISCOUNTED RATE (17.2%)
Bart M. Schwartz	\$725.00*	\$600.00
NAME	STANDARD RATE	DISCOUNTED RATE (10%)
Robert P. Rittreiser	\$725.00	\$652.50
Daniel Burstein	\$675.00	\$607.50
Anthony Collura	\$650.00	\$585.00
Michael D. Klett	\$600.00	\$540.00
Mark Chersevani	\$450.00	\$405.00
Talia Cohen	\$350.00	\$315.00
Douglas Chin	\$200.00	\$180.00

*Represents the hourly rate of Bart M. Schwartz when he commenced services as Platinum's Independent Oversight Advisor in 2016.