

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
MARTIN TROTT and CHRISTOPHER SMITH, as Joint  
Official Liquidators and Foreign Representatives of  
PLATINUM PARTNERS VALUE ARBITRAGE FUND  
L.P. (in Official Liquidation) and PLATINUM  
PARTNERS VALUE ARBITRAGE FUND L.P. (in  
Official Liquidation),

Civil Action No. 18-cv-10936-JSR

Plaintiffs,

-against-

AFFIDAVIT OF SERVICE

PLATINUM MANAGEMENT (NY) LLC, *et al.*,

Defendants.

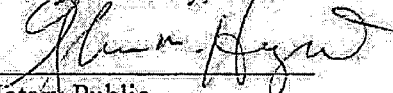
-----X  
STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

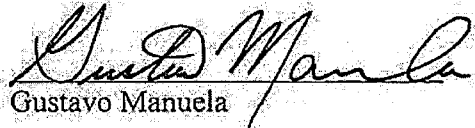
Gustavo Manuela, being duly sworn, deposes and says:

1. I am over 18 years of age, am employed by the firm of Holland & Knight, LLP, 31 W. 52<sup>nd</sup> Street, New York, NY 10019, am not a party to this action and reside in the County of Kings, State of New York.
2. That on Thursday, December 27, 2018, I served a true copy of the **Summons in a Civil Action and Complaint with Exhibits 1-96**, by depositing it, properly enclosed in sealed, postpaid envelope, in an official depository of the United States Postal Service, located within the State of New York, County of New York, to be delivered by Registered Mail, but the Post Office advised that the package was over the weight limit and needs to be shipped by Priority First Class Mail and by Federal Express mail service (label attached) to:

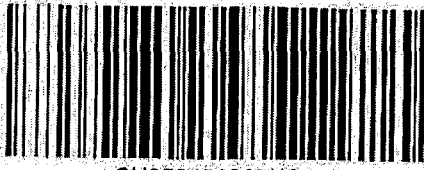
Mind, Body & Soul Co., Limited  
1112 Wing on Plaza, Mody Rd.  
Tsim Sha Tsui East, Hong Kong

Sworn to before me this  
2<sup>nd</sup> day of January, 2019

  
\_\_\_\_\_  
Notary Public

  
Gustavo Manuela

GLENN M. HUZINEC  
Notary Public, State of New York  
No. 01HU4873127  
Qualified in Richmond County  
Certified in New York County  
Commission Expires October 6, 2022



CH059458935US

**USPS Customs Declaration and Dispatch Note**

- Print in English using blue or black ink.
- Complete all **SHADED** fields before acceptance.
- See the Privacy Notice on the reverse of Copy 4.

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Full Last Name <b>Manuela</b>		Full First Name <b>Gustavo</b>		MI	USPS Official Use	USPS Corporate Account	EMS Scheduled Delivery Date <b>1 1</b>
Business Name (if applicable) <b>HT L.P.</b>		Sender's Telephone		Total Postage/Fees (U.S. \$) <b>9435</b>	Insured Value (U.S. \$)	Insured Fee (U.S. \$)	
Address-1 <b>31 W. 92nd St.</b>				7. Sender's Email Address		8. Addressee's Email Address	
Address-2				9. Exporter's Reference (if applicable and known)		10. Exporter's Telephone (if applicable and known)	
City <b>New York</b>		State <b>NY</b>	ZIP Code™ <b>10019</b>		11. Importer's Reference (if applicable and known)		12. Importer's Telephone (if applicable and known)
<b>ADDRESSEE'S INFORMATION</b>				13. AES ITN (if applicable)		14. AES Exemption — NOEEI § (Check one if applicable) <input type="checkbox"/> § 30.36 <input type="checkbox"/> § 30.37(a) <input type="checkbox"/> § 30.37(b) <input type="checkbox"/> § 30.37(y) <input type="checkbox"/> Other	
Full Last Name <b>Co. Limited</b>		Full First Name <b>Mind, Body &amp; Soul</b>		MI	15. License Number (if applicable)	16. Certificate Number (if applicable)	17. Invoice Number (if applicable)
Business Name (if applicable) <b>Mind, Body &amp; Soul Co., Limited</b>		Addressee's Telephone		18. Length (inches)		19. Width (inches)	20. Height (inches)
Address-1 <b>1112 Wing on Plaza, 112 Mody Bld.</b>				21. Restrictions (if applicable — check all that apply) <input type="checkbox"/> Quarantine <input type="checkbox"/> Sanitary/Phytosanitary Inspection		22. Nondelivery Instructions (Check one) <input type="checkbox"/> Return to Sender <input type="checkbox"/> Treat as Abandoned	
Address-2 <b>Train Sta Train East</b>				Postal Code		23. Sender's Signature and Date <i>[Signature]</i>	
City <b>Train Station East</b>		State/Province	Country		I certify the particulars given in this customs declaration are correct. This package does not contain any undeclared dangerous items, or items prohibited by legislation or by postal or customs regulations; I have met all applicable export filing requirements under federal law and regulations.		
<b>SHIPMENT INFORMATION</b>				For Business Mailers, for items in Block 2 (if the information is known):			
1. Category of Items (Check all that apply) <input checked="" type="checkbox"/> Document <input type="checkbox"/> Commercial Sample <input type="checkbox"/> Merchandise <input type="checkbox"/> Dangerous Goods <input type="checkbox"/> Gift <input type="checkbox"/> Returned Goods <input type="checkbox"/> Humanitarian Donation <input type="checkbox"/> Other				24. HS Tariff Number		25. Country of Origin	
2. Detailed Description of Contents (Enter only one item per line) <b>1. [unclear]</b> <b>2. [unclear]</b>		3. Quantity	4. Net Weight (Ea) Lbs. Oz.		5. Value (Ea) U.S. \$		
6. Total							

ORIGIN:ID:ONVA (212) 513-3200  
GUSTAVO MANUELA  
HOLLAND AND KNIGHT  
31 W. 52ND STREET 13TH FLOOR  
NEW YORK, NY 10019 US  
SIGN: GUSTAVO MANUELA

SHIP DATE: 27DEC18  
ACT/WGT: 20.00 LB  
CAD: 109690348MKTZ4040  
BILL SENDER  
NO:EE:34.37(A)

TO MIND, BODY & SOUL CO., LIMITED

1112, WING ON PLAZA

62 MODY RD.

TSIM SHA TSUI EAST

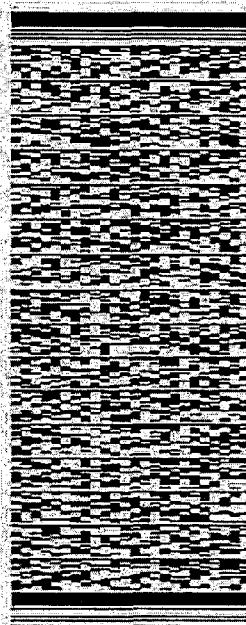
HONG KONG

REF: 148001-00003

0000000000  
RVA  
PO  
DEPT

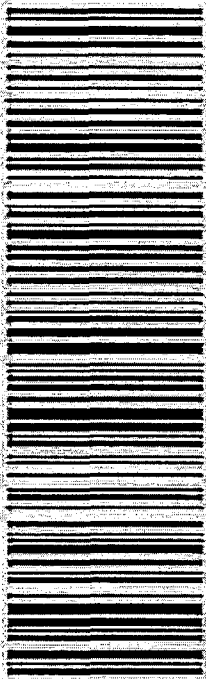
(HK)

552JZ/E4AF/DCAS



TRK# 7740 6774 1570  
0430

INTL PRIORITY



HK

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The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S., liability is limited to \$9.07 per pound (205 per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. **ROAD TRANSPORT NOTICE:** Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. **LIMITATION OF LIABILITY:** If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. **LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.** FedEx won't be liable for your acts or omissions, including but not limited to improper declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. **NO WARRANTY.** We make no warranties, express or implied. **CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS.** The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. **MANDATORY LAW.** Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill, unless otherwise indicated. **FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.**

ORIGIN ID: QNYA (212) 513-3200  
Gustavo Manuela  
Holland and Knight  
Holland & Knight LLP  
31 W. 52nd Street, 13th Floor  
New York, NY 10019  
UNITED STATES, US

Ship Date: 27DEC18  
ActWgt: 20.00 LB  
CAD: 109688546/NET4040

BILL SENDER  
EIN/VAT:

TO Mind, Body & Soul Co., Limited  
1112, Wing on Plaza  
62 Mody Rd.  
Tsim Sha Tsui East  
Hong Kong,  
HONG KONG, HK

0000000000



(HK)



AWB

9182 1835 152000



PKG:BOX

TRK# 7740 6774 1570 Form 0430

INTL PRIORITY

REF: 148001-00003  
DESC1: Legal Documents  
DESC2:  
DESC3:  
DESC4:  
EEI: NO EEI 30.37(a)

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COUNTRY MFG: US  
CARRIAGE VALUE: 0.00 USD  
CUSTOMS VALUE: 0.00 USD

SIGN: Gustavo Manuela  
T/C: S:010054400  
D/T: R

The Montreal or Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract on the reverse.

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2. Place label in shipping pouch and affix it to your shipment.

FedEx Ship Manager - Print Your Label(s)

12/27/2018

ORIGIN ID: QNYA (212) 513-3200  
Gustavo Manuela  
Holland & Knight LLP  
31 W. 52nd Street, 13th Floor  
New York, NY 10019  
UNITED STATES, US

Ship Date: 27DEC18  
AcWgt: 20.00 LB  
CAD: 108896546/NET4040

BILL SENDER  
EIN/VAT:

TO Mind, Body & Soul Co., Limited  
1112, Wing on Plaza  
62, Mody Rd.  
Tsim Sha Tsui East  
Hong Kong,  
HONG KONG, HK

0000000000



(HK)



AWB

010211809182009



PKG: BOX

TRK# 7740 6774 1570 Form 0430

INTL PRIORITY

REF: 148001-00003  
DESC1: Legal Documents  
DESC2:  
DESC3:  
DESC4:  
EEI: NO EEI 30.37(a)

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COUNTRY MFG: US SIGN: Gustavo Manuela  
CARRIAGE VALUE: 0.00 USD TIC: S 010054400  
CUSTOMS VALUE: 0.00 USD D/T: R

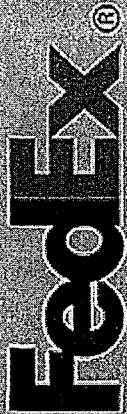
The Montreal or Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract on the reverse.

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1. Fold the printed page along the horizontal line.  
2. Place label in shipping pouch and attach to your shipment.



# Your package has been delivered

Tracking # 774067741570

Ship date:  
Thu, 12/27/2018

**GUSTAVO MANUELA**  
HOLLAND AND KNIGHT  
NEW YORK, NY 10019  
US

Delivery date:  
Mon, 12/31/2018 11:28  
am

**MIND, BODY SOUL CO.,  
LIMITED**  
1112, WING ON PLAZA  
62 MODY RD.  
TSIM.SHA TSUI EAST  
HONG KONG,  
HK



## Shipment Facts

Our records indicate that the following package has been delivered.

**Tracking number:** 774067741570

**Status:** Delivered: 12/31/2018 11:28 AM  
Signed for By: A.RECP MB

**Reference:** 148001-00003

**Signed for by:** A.RECP MB

**Delivery location:** HONG KONG,

**Delivered to:** Receptionist/Front Desk

**Service type:** FedEx International Priority®

**Packaging type:** FedEx® Box

**Number of pieces:** 1

**Weight:** 14.50 lb.

**Special handling/Services:** Deliver Weekday

**Standard transit:** 12/31/2018 by 4:00 pm