

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. 52nd Street, New York, NY 10019, am not a party to this action and reside in the County of Kings, State of New York.

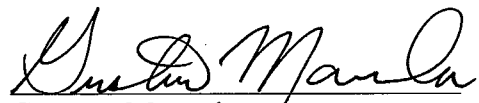
2. That on Monday, February 4, 2019, I served a true copy of the **Summons in Civil Action and Amended Complaint with Exhibits 1-101 and Order signed and dated January 24, 2019 by Judge Rakoff**, by depositing it, properly enclosed in sealed, postpaid envelope, in an official depository of the United 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 ship by Priority First Class Mail (label attached) and by Federal Express mail service (label attached) to:

Mind, Body & Soul Co. Limited
1112, Wing on Plaza, 62 Mody Road
Tsim Sha Tsui East, Hong Kong

Sworn to before me this
8 day of February, 2019



Notary Public



Gustavo Manuela

ELVIN RAMOS
Notary Public, State of New York
No. 01RA4870243
Qualified in Queens County
Certificate filed in New York County
Commission Expires September 2, 2022

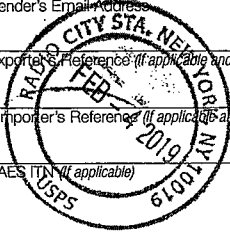


CH062207478US

ISPS 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.

SENDER'S INFORMATION			SHIPMENT INFORMATION (CONTINUED) — BOXED AREA IS FOR USPS-USE ONLY		
Full Last Name Manuela	Full First Name Gustavo	MI	USPS Official Use	USPS Corporate Account	EMS Scheduled Delivery Date / /
Business Name (if applicable) Holland & Knight LLP	Sender's Telephone (212) 513-3200		Total Postage/Fees (U.S. \$)	Insured Value (U.S. \$)	Insured Fee (U.S. \$)
Address-1 31 W. 52nd Street			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 New York	State NY	ZIP Code™ 10019	11. Importer's Reference (if applicable and known)		12. Importer's Telephone (if applicable and known)
ADDRESSSEE'S INFORMATION			13. AES ITN (if applicable)		
Full Last Name & Soul Co., Limited	Full First Name Mind, Body	MI	14. AES Exemption — NOEEI § (Check one if applicable) <input type="checkbox"/> § 30.36 <input type="checkbox"/> § 30.37 (a) <input type="checkbox"/> § 30.37 (h) <input type="checkbox"/> § 30.37 (y) <input type="checkbox"/> Other		
Business Name (if applicable) Mind, Body & Soul Co., Limited	Addressee's Telephone		15. License Number (if applicable)	16. Certificate Number (if applicable)	17. Invoice Number (if applicable)
Address-1 1112 Wing on Plaza, 62 Mody Road			18. Length (inches)	19. Width (inches)	20. Height (inches)
Address-2			21. Restrictions (if applicable — check all that apply) <input type="checkbox"/> Quarantine <input type="checkbox"/> Sanitary/Phytosanitary Inspection		
City Tsim Sha Tsui East	State/Province China	Country Hong Kong	22. Nondelivery Instructions (Check one) <input type="checkbox"/> Return to Sender <input type="checkbox"/> Treat as Abandoned		23. Sender's Signature and Date <i>Manuela</i> 2/4/2019
SHIPMENT INFORMATION			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.		
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			For Business Mailers, for items in Block 2 (if the information is known)		
2. Detailed Description of Contents (Enter only one item per line) Legal Documents	3. Quantity 1	4. Net Weight (Ea) Lbs. Oz.		5. Value (Ea) U.S. \$	24. HS Tariff Number
		15 4		0	25. Country of Origin
		15 4		0	
6. Total		15 4		0	



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

SHIP DATE: 04FEB19
ACTWTG: 1.00 LB
CAD: 109696346/IN/ET/4100

BILL SENDER
NO EEI 30 37(a)

TO MIND, BODY & SOUL CO., LIMITED

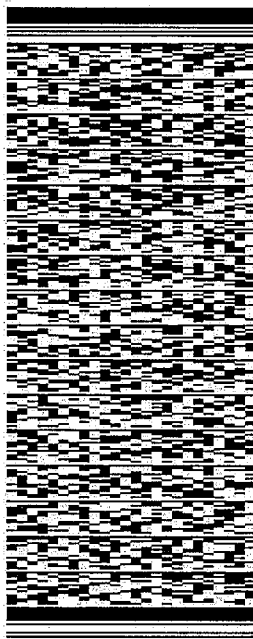
1112, WING ON PLAZA
62 MODY RD.
TSIM SHA TSUI EAST
HONG KONG

REF: 148301-00003

INV: 0000000000
PO: DEPT:

(HK)

565.120E3D023AD

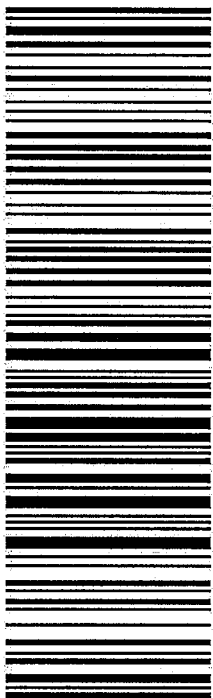


J191019010702uv

TRK# 7743 8580 6671
0A30

INTL PRIORITY

-HK



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

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

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery. Including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. **AIR CARRIAGE NOTICE.** For any international shipments by air, the Warsaw Convention, as amended, may be applicable. 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 (20\$ 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 incorrect 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, strike, 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: 04FEB19
ACTWGT: 1.00 LB
CAD: 109696546/NET4100

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)



J191019010720uv

AWB



PKG:ENV

TRK# 7743 8580 6671 Form 0430

INTL PRIORITY

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

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

COUNTRY MFG: US SIGN: Gustavo Manuela
CARRIAGE VALUE: 0.00 USD T/C: 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.

FEDEX AWB COPY - PLEASE PLACE IN POUCH

After printing this label:
FEDEX AWB COPY - PLEASE PLACE BEHIND CONSIGNEE COPY
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

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: 04FEB19
ACTWGT: 1.00 LB
CAD: 109696546/INET/4100
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

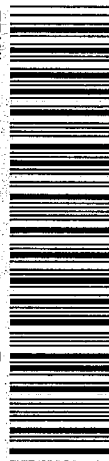
HONG KONG, HK

(HK)

AWB



J191019010720uv



PKG-ENW

TRK# 7743 8580 6671

Form 0430

INTL PRIORITY

REF: 148001400003
DESC1: Legal Documents
DESC2:
DESC3:
DESC4:
EEI: NO EEI 30.37(a)

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

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.

FEDEX AWB COPY - PLEASE PLACE IN POUCH


- After printing this label:
- FEDEX AWB COPY - PLEASE PLACE BEHIND CONSIGNEE COPY**
1. Fold the printed page along the horizontal line.
 2. Place label in shipping pouch and affix it to your shipment.

Manuela Cruz, Gustavo (NYC - X73593)

From: TrackingUpdates@fedex.com
Sent: Sunday, February 10, 2019 9:11 PM
To: Manuela Cruz, Gustavo (NYC - X73593)
Subject: FedEx Shipment 774385806671 Delivered

Your package has been delivered

Tracking # 774385806671

<p>Ship date: Mon, 2/4/2019</p> <hr/> <p>GUSTAVO MANUELA HOLLAND AND KNIGHT NEW YORK, NY 10019 US</p>	 <p>Delivered</p>	<p>Delivery date: Mon, 2/11/2019 10:02 am</p> <hr/> <p>MIND, BODY SOUL CO., LIMITED 1112, WING ON PLAZA 62 MODY RD. TSIM SHA TSUI EAST HONG KONG, HK</p>
---	---	--

Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number:	<u>774385806671</u>
Status:	Delivered: 02/11/2019 10:02 AM Signed for By: M.S TSE
Reference:	148001-00003
Signed for by:	M.S TSE
Delivery location:	HONG KONG,
Delivered to:	Receptionist/Front Desk
Service type:	FedEx International Priority®
Packaging type:	FedEx® Envelope
Number of pieces:	1
Weight:	14.80 lb.
Special handling/Services:	Deliver Weekday
Standard transit:	2/11/2019 by 6:00 pm

