UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re PLATINUM-BEECHWOOD LITIGATION	Civil Action No. 18-cv-6658 (JSR)
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), Plaintiffs, - against - PLATINUM MANAGEMENT (NY) LLC, *et al.*, Defendants.	Civil Action No. 18-cv-10936 (JSR)

DECLARATION OF RICHARD A. BIXTER JR. IN OPPOSITION TO DEFENDANTS' MOTIONS FOR SUMMARY JUDGMENT

I, Richard A. Bixter Jr., declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

1. I am a partner in the law firm Holland & Knight LLP, counsel for Plaintiffs Martin Trott and Christopher Smith, as Joint Official Liquidators and Foreign Representatives of Platinum Partners Value Arbitrage Fund L.P. (in Official Liquidation) (the "**JOLs**") and Platinum Partners Value Arbitrage Fund L.P. (in Official Liquidation) ("**PPVA**" and collectively with the JOLs, the "**PPVA Plaintiffs**"). I am duly admitted in the State of Illinois and am admitted *pro hac vice* to appear in this matter.

2. I respectfully submit this Declaration in opposition to the motions for summary judgment filed by the following Defendants: (i) David Bodner ("**Bodner**"), (ii) Murray Huberfeld ("**Huberfeld**"), (iii) the Huberfeld Family Foundation, Inc. ("**HFF**"), (iv) Bernard Fuchs ("**Fuchs**"), (v) Ezra Beren ("**Beren**"); (vi) Seth Gerszberg ("**Gerszberg**"), (vii) B Asset Manager LP ("**BAM**") (viii) B Asset Manager II LP ("**BAM II**") , (ix) BAM Administrative Services, LLC ("**BAM Administrative**"), (x) Beechwood Re Investments LLC ("**BRILLC**"), (xi) Beechwood Re Holdings, Inc. ("**BRE Holdings**"), (xii) Beechwood Bermuda International Ltd. ("**BBIL**" and collectively with BAM, BAM II, BAM Administrative, BRILLC and BRE Holdings, the "**Beechwood Entities**" or "**Beechwood**"), (xiii) Mark Feuer ("**Feuer**"), (xiv) Scott Taylor ("**Taylor**"), and (xv) Dhruv Narain ("**Narain**" and collectively with Bodner, Huberfeld, HFF, Fuchs, Beren, Gerszberg, the Beechwood Entities, Feuer and Taylor, the "**Defendants**").

3. The information contained herein is based on my review of the relevant documents and is true to the best of my knowledge. I am competent to testify as to the facts stated herein.

4. Attached hereto as **Exhibit 654** is a true and correct copy of a June 15, 2015 email from Rakower to Fedotova with the subject line "RE: 12/31 Final Opinion," which was produced in these actions as control number PPVA_RH_0694447.

5. Attached hereto as **Exhibit 655** is a true and correct copy of a December 8, 2014 email from Steinberg to Matt Gourlay ("**Gourlay**") with the subject line: "RE: Big Boy Letter – Phoenix Investment Adviser," which was produced in these actions as control number CTRL5926577.

6. Attached hereto as **Exhibit 656** is a true and correct copy of an December 8, 2014 email from Steinberg to Gourlay with the subject line "BLEKL," which was produced in these actions as control number CTRL5927987.

7. Attached hereto as **Exhibit 657** is a true and correct copy of an October 23, 2013 email from Steinberg to Gourlay with the subject line "Bloomberg: Re:Fwd: BLELK 133/14 15 87-91 POSS BUYER," which was produced in these actions as control number CTRL5931292.

8. Attached hereto as **Exhibit 658** is a true and correct copy of a December 9, 2014 email from Steinberg to Gourlay with the subject line, which was produced in these actions as control number CTRL5942089.

9. Attached hereto as **Exhibit 659** is a true and correct copy of a May 2015 presentation for Implant Sciences Corporation by Noble Financial Capital Markets, which was produced in these actions as CTRL7472644.

10. Attached hereto as **Exhibit 660** is a true and correct copy of a April 15, 2016 email from Weiner to Pierce Hewes of Chardan Capital with the subject line "RE: Project Khaleesi Model," which was produced in these actions as CTRL7832470.

11. Attached hereto as **Exhibit 661** is a true and correct copy of a July 6, 2016 email from Horowitz to Nordlicht with the subject line: "FW: Marcos Katz executed documents," which was produced in these actions as CTRL8109347.

12. **Exhibits 662-665** are intentionally omitted.

13. Attached hereto as **Exhibit 666** is a true and correct copy of a December 2015 Bainbridge Energy Finance Fund LLC Confidential Private Placement Memorandum, which was produced in this action with beginning Bates-range BW-SHIP-01073656.

14. Attached hereto as **Exhibit 667** is a true and correct copy of a pin cite to the December 2015 Bainbridge Memorandum, which was produced in this action with beginning Bates-range BW-SHIP-01073662.

15. Attached hereto as **Exhibit 668** is a true and correct copy of a March 30, 2016 email from Jeremy Apfel to Narain and Beren with the subject line "PEDEVCO 2015 10k and reserve report," which was produced in these actions as BW-SHIP-00079710.

16. **Exhibits 669-674** are intentionally omitted.

17. Attached hereto as **Exhibit 675** is a true and correct copy of excerpts of the January 30, 2019 deposition of Gerszberg in the action captioned *DMRJ Grp. LLC v. West Loop South LLC, et ano.*, Index No. 653019/2017 (N.Y. Super. Ct. N.Y. Cty.)

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

Dated: March 7, 2020
Chicago, Illinois

/s Richard A. Bixter Jr.
RICHARD A. BIXTER JR.

EXHIBIT 654

From: Eli Rakower [erakower@platinumlp.com]
Sent: 6/15/2015 6:29:47 PM
To: Marina Fedotova [mfedotova@sterlingvaluationgroup.com]
CC: Anna Friedman [AFriedman@platinumlp.com]; Naftali Manela [nmanela@platinumlp.com]; Daniel Mandelbaum [DMandelbaum@platinumlp.com]; Joseph SanFilippo [JSanFilippo@platinumlp.com]; Mae Fu [mfu@sterlingvaluationgroup.com]
Subject: RE: 12/31 Final Opinion
Attachments: PPVA Oil and Gas Market Analysis Dec 2014_v2.xlsx

Marina – As discussed per #4 below, please incorporate the updated analysis attached for PPVA Oil and Gas. This would only impact the following paragraphs on page 146/147 of consolidated report. I have highlighted the numbers that have changed. Please let me know if you have any questions and let me know if there is any issues providing final PPVA 2014 report today. Tx.

In its comparable company analysis, to determine the enterprise value of the Company at December 31, 2014, the Fund multiplied the adjusted PV-10 value by the lowest quartile multiple of the comparable companies, discounted by approximately 19 percent. The Fund determined the adjusted PV-10 value based on 2014 year end NYMEX reports, reflecting oil price expectations as of December 2014. Because oil prices have declined in the market over 2014 and because the reserve reports reflected in the comparable company analysis reflect 2013 values, the Fund applied an approximate 19 percent discount to the multiples reflected in the comparable company analysis (Exhibit 1) to account for the expected decline in the value of the reserves for the comparable companies as of December 2014. The 30 percent discount used by the Fund reflects the decline in oil strip prices from approximately $100 at December 2013 to approximately $70 at December 2014.

Accordingly, based on reserve reports analyzed by the Fund, the PV-10 of the combined companies (GGO, Northstar, and Black Elk) is estimated at $597.5 million, comprising $141 million of proved reserves for Northstar GOM, $324 million for GGO, and an estimated $45 million for the onshore properties of Northstar. The Fund multiplied the foregoing reserves of $508.9 million by 0.87 (reflecting the approximate 19 percent discount to the low quartile multiple of 1.08), resulting in an enterprise value of $443.0 million at December 31, 2014.

Eli Rakower | Director, Valuations| Platinum Partners
250 West 55th Street, 14th Floor, New York, NY 10019
tel: (212) 581-0500 | mobile: (917) 690-3544 | fax: (212) 581-0002
erakower@platinumlp.com

From: Eli Rakower
Sent: Sunday, June 14, 2015 10:55 PM
To: 'Marina Fedotova'
Cc: Anna Friedman; Naftali Manela; Daniel Mandelbaum; Joseph SanFilippo; Mae Fu
Subject: RE: 12/31 Final Opinion

Marina,

A few comments on the final report below. Can you please push through these changes? I am available to discuss if easier.

1. Saviva – The summary schedule of investments (pg 4 of 192) is missing $2,750,000 Senior Note (see page 55 of 192)
2. PPVA Oil and Gas – The summary schedule of investments notes an (A) by numerous investments without any footnote disclosure noting PPVA Oil and Gas Common Equity:
    a. Please remove the (A) by Golden Globe Oil Equity as this is excluded in PPVA Oil and Gas
    b. Please remove the following line items that note Zero common equity:
        i. Black Elk Common Equity (A)

ii. Golden Gate Oil Equity (A)

c. Please replace this heading "Northstar GOM Holdings (Formerly Lafitte)" to PPVA Oil and Gas Common Equity
d. Please add a footnote in bottom of schedule as follows: PPVA Oil and Gas Common Equity includes Northstar, Golden Gate Oil and Black Elk
e. In heading XXV – Oil and Gas – Please add PPVA before Oil and Gas.

3. Table 2 page 148 – Please replace this heading "Northstar GOM Holdings (Formerly Lafitte)" to PPVA Oil and Gas Common Equity.
4. I have one more change I'm working on. Lets touch base tomorrow.

Thanks,
Eli

Eli Rakower | Director, Valuations| Platinum Partners
250 West 55th Street, 14th Floor, New York, NY 10019
tel: (212) 581-0500 | mobile: (917) 690-3544 | fax: (212) 581-0002
erakower@platinumlp.com

From: Marina Fedotova [mailto:mfedotova@sterlingvaluationgroup.com]
Sent: Friday, June 12, 2015 2:14 PM
To: Eli Rakower
Cc: Anna Friedman; Naftali Manela; Daniel Mandelbaum; Joseph SanFilippo; Mae Fu
Subject: 12/31 Final Opinion

Eli,

Attached please find December 31, 2014 Final Opinion.

Regards,
Marina

Marina Fedotova
Sterling Valuation Group, Inc.
390 Madison Avenue, 5th Fl.
New York, NY 10022
Direct: 212-207-6878
Main: 212-207-6868
Fax: 212-207-6863
MFedotova@sterlingvaluationgroup.com

EXHIBIT 655

From: David Steinberg [DSteinberg@platinumlp.com]
Sent: 12/8/2014 5:27:20 PM
To: Matt Gourlay [mgourlay@theseaportgroup.com]
Subject: RE: Big Boy Letter - Phoenix Investment Adviser

Are you bidding the small lots?

David Steinberg
PLATINUM PARTNERS

250 West 55th Street | New York, NY 10019 | T: 212.634.5275<tel:212.634.5275> |
dsteinberg@platinumlp.com<mailto:dsteinberg@platinumlp.com>

From: Matt Gourlay [mailto:mgourlay@theseaportgroup.com]
Sent: Monday, December 08, 2014 11:36 AM
To: David Steinberg
Subject: FW: Big Boy Letter - Phoenix Investment Adviser

David Phoenix made some minor changes can you accept?

EXHIBIT 656

From: David Steinberg [DSteinberg@platinumlp.com]
Sent: 12/8/2014 10:13:27 PM
To: Matt Gourlay [mgourlay@theseaportgroup.com]
Subject: BLELK

How did some poor guy sell his bonds for 30 when we have a bid in at 87? A whole bunch of prints at 30 and 20!!!!

David Steinberg
PLATINUM PARTNERS

250 West 55th Street | New York, NY 10019 | T: 212.634.5275<tel:212.634.5275> |
dsteinberg@platinumlp.com<mailto:dsteinberg@platinumlp.com>

EXHIBIT 657

From: DAVID STEINBERG [dsteinberg@platinumlp.com]
Sent: 12/9/2014 4:25:10 PM
To: MATTHEW GOURLAY [MGOURLAY4@Bloomberg.net]
Subject: Bloomberg: Re:Fwd: BLELK 13¾ 15 87-91 POSS BUYER

Please refresh

----- Original Message -----
From: MATTHEW GOURLAY (SEAPORT GLOBAL HOLDI)
To: DAVID STEINBERG (PLATINUM PARTNERS VA)
At: Dec 4 2014 17:53:43

Sent from Bloomberg Professional for iPad
----- Original Message -----
From: BRENDAN DOLAN (SEAPORT GLOBAL HOLDI)
To: MATTHEW GOURLAY
At: Dec 4, 2014 2:55:44 PM

BLELK 13¾ 15 87-91 POSS BUYER

BLACK ELK ENERGY

Sent By :

DAVID STEINBERG, dsteinberg@platinumlp.com, STEINBERGD@Bloomberg.net, PLATINUM PARTNERS VA

Recipients :

MATTHEW GOURLAY, MGOURLAY4@Bloomberg.net, SEAPORT GLOBAL HOLDI

Processed by **Global Relay Message Converter for Bloomberg** | V2.0.0 | File (BMAIL) Message 2884 | 2014-12-09 09:14:13 PM (EST)

EXHIBIT 658

From: David Steinberg [DSteinberg@platinumlp.com]
Sent: 12/10/2014 7:55:42 PM
To: Matt Gourlay [mgourlay@theseaportgroup.com]
Subject: RE: CUSIP: 09203YAC5, T/D 12/03/14 - *PLATINUM*
Attachments: image001.jpg; 12102014 BLELK Big Boy Letter - Phoenix Investment Adviser.pdf

Matt, just realized that the version they signed didn't have any name in it for the buyer - just said to be determined. Please ask Mr. Schultz to sign this version. Thanks, David

From: Matt Gourlay [mailto:mgourlay@theseaportgroup.com]
Sent: Wednesday, December 10, 2014 12:30 PM
To: David Steinberg
Subject: Re: CUSIP: 09203YAC5, T/D 12/03/14 - *PLATINUM*

Thanks David. Send me back the signed bigboy and I'll keep everyone quite till Tuesday

Sent from my iPhone

On Dec 10, 2014, at 12:12 PM, David Steinberg
<DSteinberg@platinumlp.com<mailto:DSteinberg@platinumlp.com>> wrote:
Matt, we intend to settle this trade next week Tuesday. Same pricing is still in effect and we will honor it. Best, David

From: Maria Wolf [mailto:mwolf@theseaportgroup.com]
Sent: Thursday, December 04, 2014 11:24 AM
To: 'jfinestnoe@platinumlp.com<mailto:jfinestnoe@platinumlp.com>'; Nicholas Marzella
Cc: Seaport Ops
Subject: CUSIP: 09203YAC5, T/D 12/03/14 - *PLATINUM*

Hello,

Seaport Global Securities has executed the below trade.
Please agree to the details and provide any allocations. We are DTC 161/SPGS.
Per regulations, please ensure we receive allocations by noon on T+1

Account Name

Buy Sell

Original Quantity

Security ID

Price

Security Name

Interest Amt

Principal Amt

Original Amount

Open Amount

Trade Date

Settle Date

PLATINUM

B

2,000,000

09203YAC5

$ 90.0000

BLELK 13 3/4 12/01/15

$ 6,875.00

$ 1,800,000.00

$ 1,806,875.00

$ 1,806,875.00

12/3/2014

12/10/2014

Best regards,

Maria Wolf

[cid:image011.jpg@01CFE6FA.984FE8E0]
360 Madison Ave.
23rd Floor
New York, NY 10017

P: (212) 542-5915
F: (212) 616-7733

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[xref:[8R8j8c22611R0j

Disclaimer available at: www.TheSeaportGroup.com/disclaimer<http://www.TheSeaportGroup.com/disclaimer>

***

We are pleased to announce that, as of October 20th, 2014, we've moved to

our new office at:

Platinum Partners

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

T: 212.582.2222 | F: 212.582.2424

***

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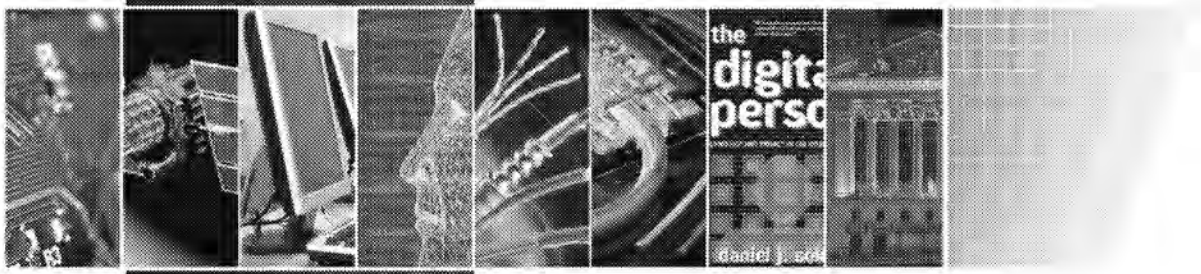
EXHIBIT 659

NOBLE FINANCIAL
capital markets

investment banking

Implant Sciences
CORPORATION



May 2015

capital architects.

FINRA noblefcm.com

NEW YORK – NEW JERSEY – BOSTON – BOCA RATON – LOS ANGELES

Table of Contents

Executive Summary

Summary

- Noble Financial Capital Markets ("Noble") is pleased to have this opportunity to review with Implant Sciences Corporation ("IMSC" or the "Company") its thoughts and qualifications to continue to work with IMSC's management team to address and define strategic and financial opportunities that exist.

- Driven by recent events, a variety of options now exist for IMSC to explore as it evaluates the best course to fully capitalize on its market opportunity and maximize shareholder value.

- The purpose of this presentation is to identify the key factors and issues that need to be examined and that will allow IMSC to embark on the best path at the appropriate time.

- Noble believes that through the work of its banking and research teams it has the deepest knowledge of IMSC's unique position in its market. With the background its team has in the defense and Homeland Security markets, Noble is best positioned to be the trusted and objective advocate and advisor that IMSC needs as it works through its various options.

Observations

- IMSC is in the process of a significant transformation. This is being driven by a number of factors:
  - TSA order, backlog and delivery schedule;
  - Significant ECAC orders and pipeline of activity;
  - An identified, robust new product pipeline that expands its addressable market and leads to new revenue opportunities for FY 17 and 18.
- Beginning Q1 2016 the financial results of IMSC take on a new look.
  - Revenues and cash flow ramp up significantly.
  - IMSC can demonstrate an ability to deliver superior gross margin.
- The Company's product pipeline is dependent on "D" rather than "R".
  - The required CAPEX to complete development is very manageable.
- The Company's balance sheet is not the deterrent to a transaction that it once was.
  - An appropriate model with new product pipeline will be needed to overcome existing concerns.

Noble's Defense & Homeland Security Expertise

Noble's senior bankers have significant experience:

- Executed numerous transactions of all types including merger & acquisition assignments and capital raising transactions of all types;
- Have a long history within the Defense and Homeland Security marketplace;
- Have completed either an M&A or capital raising transaction, and frequently both, for all of the companies noted below.

KRATOS DEFENSE & SECURITY SOLUTIONS
TITAN
ESSEX REFLECTING THE FUTURE
SAIC
KEYW
AEROFLEX
COMTECH
GeoDynamics
EFJohnson TECHNOLOGIES
FORCE PROTECTION
Advanced Communication Systems
TELEDYNE TECHNOLOGIES INCORPORATED
EDO corporation GLOBAL TECHNOLOGY REACH
CPI AERO
REMEC
RELM WIRELESS

Review of Alternatives

Alternative Transaction Structures

	Private Equity	Strategic Partner	Combination	Public Equity
Resulting Transaction	▪ **Going Private** ▪ **Recapitalization**	▪ **Sale** ▪ **Strategic Relationship**	▪ **Equity Investment & Strategic Relationship**	▪ **Common Stock Offering**
Description	▪ Full marketing effort with detailed memorandum ▪ Create competitive process	▪ Use recent industry contacts as catalyst ▪ Create competitive process	▪ Combining interest from private equity with interest for a strategic relationship	▪ Full public offering ▪ Cap structure would need to be addressed early on
Process	▪ Broad approach to 40-50 private equity firms ▪ Remain flexible as to complete sale or recapitalization	▪ Narrow approach to 10-12 strategic companies ▪ Remain flexible as to complete sale or strategic partnership	▪ Driven by activity with both private equity and strategic companies	▪ Form S-1 Registration Statement followed by full marketing effort

Private Equity Alternative

Overview – Private Equity

- A private equity alternative can take the form of an outright purchase of the Company or as the key component of a recapitalization which would leave IMSC as a public company.
- The private equity market has rebounded from the financial downturn with great vigor.
  - As of year end 2014, there was an estimated $1 trillion dollars under management dedicated to private equity.
  - Acquisition multiples for leveraged private equity transactions have risen to pre downturn levels seen in 2007.
  - Part of this rise has been fueled by the continued low interest rate environment and the related, very active non-bank high yield debt markets.
  - IMSC's recent turn to operating profitability will allow for some amount of leverage to be applied to a recapitalization or complete sale, although not at levels seen for larger companies with long histories of profitability.
- The alignment of key management with the PE investment is an extremely important part of this process.
- The following page highlights five PE funds which exemplify the larger group to be approached.

Sample List of Potential Private Equity

Company	Location	Contact	Rational/Acquisition History
Battery Ventures	Boston, Massachusetts www.battery.com	Alex Benik	**Detcon** - gas detection sensors **DSA Detection**- design, manufacture and distribution of consumables for leading brands of explosives and narcotics trace detectors (ETD) **Industrial Safety Technologies**-manufacture and distribution of consumables for leading brands of explosives and narcotics trace detectors (ETD)
CM Equity Partners	New York, New York www.cmequity.com	Peter Schulte	**A-Tek, Inc.** - Provides information technology services and solutions and professional management and support services to homeland security, defense, intelligence and other agencies of the U.S. Federal government **Averstar** - developer of Information Technology services and products focusing on mission-critical systems for Federal, state and commercial customers
FP FRANCISCO PARTNERS	San Francisco, California www.franciscopartners.com	Tom Ludwig	**EF Johnson** - provides portable radios, mobile radio units, and radio systems to first responders in public safety and public service, the federal government, and industrial organizations.
Paladin Capital Group	Washington, DC www.paladincapgroup.com	Ken Pentimonti	**Safeview** - offers the only effective and acceptable alternative to metal detectors, pat down searches, and other means used to ensure safety in buildings
Riverside PARTNERS	Boston, Massachusetts www.riversidepartners.com	Jon Lemelman	**ITC Global** - delivers satellite communications systems and ongoing support to some of the world's largest and most successful companies in the mining, energy and maritime industries

Strategic Partner Alternative

Overview – Strategic Partner

- IMSC, driven by its unique market opportunity, differentiated technology and growing backlog has opportunities with strategic parties at an earlier stage than most companies.
- This opportunity can be in the form of a complete acquisition of the Company or a strategic investment which is part of an overall recapitalization of IMSC's balance sheet.
- A process with strategic parties can have a less predictable timeline than with financial investors given the need to balance both strategic and financial concerns on their part as well as the relative size difference between IMSC and some potential strategic suitors.
- Confidentiality is extremely important and needs to be actively managed, both in terms of the disclosure of a potential transaction to the overall market place as well as technical issues between IMSC and potential strategic suitors.
- The Company's key management needs to be properly incentivized, both prior to and after a potential transaction.
- The following page highlights six of the potential strategic partners.

Sample List of Potential Partners

Company	Location	Contact	Rational/Acquisition History
analogic	Peabody, Massachusetts www.analogic.com	Mike Levitz CFO	• Would be good fit into its Security Technology segment • Focus of recent acquisitions has been on Healthcare
COBHAM	Dorset, United Kingdom www.cobham.com	David Ashton EVP Business Development	• M&A is an important part of Cobham's growth strategy • Not a direct fit within their Aerospace and Security business
FLIR	Wilsonville, Oregon www.flir.com	Shane Harrison SVP Corporate Development	• Recent realignment of business could add internal sponsorship • IMSC would be a large acquisition by historical standards 15 acquisitions since 2009
L3	New York, New York www.l-3.com	Russell Mack VP of Business Ventures	• Historically an active acquirer • Fits well with existing product lines • In-line opportunity
leidos	Reston, Virginia www.leidos.com	Mark W Sopp CFO	• Historically an active but not aggressive acquirer • Strategic fit with Reveal acquisition • Six transactions in last three years totaling $422 million
OSI SYSTEMS, INC.	Hawthorne, California www.osi-systems.com	Alan Edrick EVP and CFO Ajay Mehra President- Rapiscan	• Size would be a departure and prove challenging • In-line opportunity • Company now healthier and more ready for a strategic transaction

Timing and Process Overview

Timing/Process Overview

Key Short term Activities

- Build Product and Technology Roadmap.
- Build quarterly financial model for next three fiscal years.
- Update "addressable market" based on new products.
  - Miniaturized handheld
  - In-line product

Additional Data Points

- New model will allow for updated valuation discussion.
- New model and Product and Technology Roadmap will highlight timing considerations.
- Conversations with industry participants will give insight into strategic opportunities and interest.

Near Term Activity

- With industry and financial data points, a joint dialogue with Platinum can be initiated to ensure buy in by all parties.

Process is a Key Factor in Maximizing Value for IMSC

Understand the Business

It is critical to have a full understanding of IMSC's business and opportunities to:

- Understand the key selling points or issues
- Develop solid and defensible financial information
- Position the Company to generate buyer interest
- Mitigate / respond to any potential buyer concerns
- Articulate synergy and growth opportunities
- Underscore the underlying technology
- Address buyers' discount for uncertainty

Tailor the Approach

Tailor the process to the objectives of the seller:

- Maximizing value while maintaining execution efficiency
- Outcome of the sale process is influenced by a variety of factors including timing and confidentiality constraints, business and industry fundamentals, competitive landscape, corporate structure and depth of management
- Daily management of buyers at all levels
- Careful coordination with the Company management

Dedicated Team

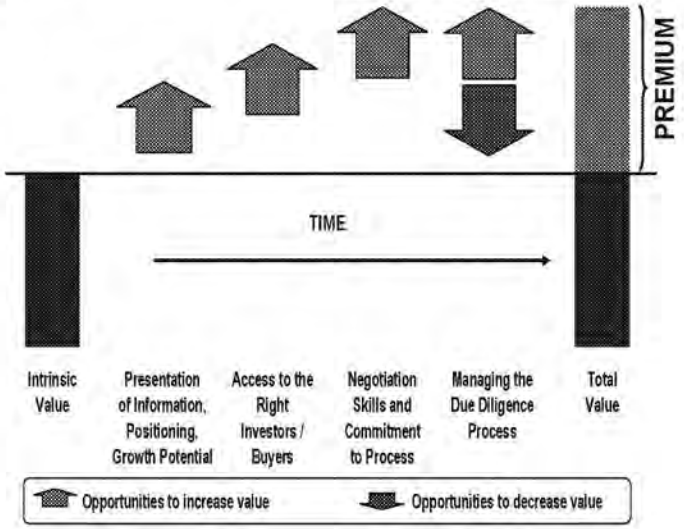
Dedicated team members with strong familiarity of the Company will be actively involved in the process from start to finish

- Tight control over all elements of the process
- Proven track record of execution

Our Process Drives Value for Our Clients

- **Process.** Noble Financial has successfully used competitive strategic investor and private equity processes to increase buyers' valuation ranges and improve transaction terms. Major steps include:
  - **Understanding** Identify and strategize to address any potential concerns during initial due diligence.
  - **Valuation** Establish mutually agreed upon goals and expectations.
  - **Marketing** Manage an efficient, effective and confidential marketing effort.
  - **Marketing Documents** Develop an appropriate strategy to position IMSC in the marketing materials to maximize value.
  - **Buyer Identification** Identify the buyers most willing to pay a "strategic" multiple.
  - **Transaction Strategy and Process** Use an appropriate marketing strategy to drive value.
  - **Negotiation** Negotiate optimal acquisition terms.

Factors that Induce a Premium Valuation: "The Process"



  - **Due Diligence** Actively control the due diligence process to maintain momentum and quickly resolve issues that could harm the deal or cause a reduction in value. Leverage due diligence to identify issues likely to be raised in a stock purchase agreement.
  - **Closing** Remain engaged to ensure a timely close and funding.

Dual Process

- IMSC should select a process designed to optimize expected results and where the timing is driven by company specific results.
  - This should be after consultation with and buy-in from Platinum.
- We expect there will be significant interest from both private equity and industry participants.
  - There are 40-50 private equity firms that have the resources and interest.
  - We expect the list of potential Industry players to be in the ten to twelve range. This would be expanded if we add the large system integrators (Primes).
- For both private equity and industry partners there could be interest in either an acquisition or a partial transaction.
  - The ability to structure a partnership as opposed to an acquisition may be important.
  - The ability to combine a private equity recapitalization with a strategic partnership may yield the best outcome.
- Both private equity and strategic partners are subject to long and varied timetables.
- Both private equity and strategic partners will want management to be properly incentivized.
- A dual process that addresses both private equity and strategic partners in parallel will be the most flexible and likely most effective.

Draft Timeline

Private Equity	
Date	Action
Thru Jul 17	Finalize CIM, financial model, teaser, form NDA and process letter.
Jul 20 - Jul 31	Begin formal marketing process: teaser distribution, NDA execution, CIM distribution subject to NDA.
Aug 3 - Sep 4	Continue marketing process. Complete follow-up discussions with potential investors and debt financing providers. Finalize compilation of data room materials.
Aug 3 - Sep 18	Prepare management presentation and conduct dry-runs.
Aug 17 - Aug 21	Receive preliminary indicative financing terms from debt providers and communicate such terms to potential investors.
Sep 4	Deadline for initial indications of interest.
Sep 7 - Sep 18	Review indications of interest with management and Board. Begin drafting of Stock Purchase Agreement ("SPA").
Sep 14 - Sep 18	Distribute process letters to parties selected to proceed to second round. Schedule management presentations for selected parties. Open data room to selected parties.
Sep 21 - Oct 2	On-site meetings with management, address specific diligence requests from potential investors and finalize draft SPA.

Strategic Partner	
Date	Action
Thru Jul 17	Finalize CIM, financial model and Form NDA.
Jul 20 - Jul 31	Customize approach and individual rationale.
Aug 3 - Sep 4	Begin formal process. Finalize compilation of data room materials.
Aug 3 - Sep 18	Prepare management presentation and conduct dry-runs.
Sep 7 - Sep 25	Initial meetings with perspective partners.
Sep 25	Deadline for initial indications of interest.
Oct 5 - Oct 23	Follow-up meetings with interested parties.

Draft Timeline (cont.)

Private Equity	
Date	Action
Oct 14	Deadline for revised indications of interest.
Oct 19	Select process finalists and distribute SPA.
Oct 19 - Nov 13	Follow-up diligence meetings and discussions with finalists regarding structure, financing, due diligence and additional approval required.
Nov 13	Deadline for final indications of interest including comments to draft SPA.
Nov 16- Nov 20	Evaluation of final indications of interest. Negotiate valuation and other terms SPA terms. Select final bidder with which to enter into exclusivity.
Nov 23 - Dec 18	Exclusivity period for selected party with in-depth confirmatory due diligence (legal, business, environmental, financial/accounting, insurance, human resources), final negotiations relating to definitive purchase agreement and drafting/negotiation of ancillary transaction documentation (employment agreements, non-compete, etc.). Begin drafting Form S-4 and other shareholder approval documents (if necessary).
Dec 18	Execute SPA and debt purchase agreement. File shareholder approval documents.
Jan 18 - Jan 22	Hold shareholder meeting, fund and close.

Strategic Partner	
Date	Action
Oct 23	Deadline for revised indications of interest.
Oct 26- Nov 6	Evaluate indication of interests.
Nov 9 - Nov 13	Negotiate valuation and select final participant with which to enter into exclusivity.
Nov 16 - Dec 11	Exclusivity period for selected party with in-depth confirmatory due diligence (legal, business, environmental, financial/accounting, insurance, human resources), final negotiations relating to definitive purchase agreement and drafting/negotiation of ancillary transaction documentation (employment agreements, non-compete, etc.). Prepare Schedule TO and 14D-9 (or Form S-4 if necessary).
Dec 11	Execute definitive purchase agreement and file shareholder disclosure documents.
Feb 12 or before	Hold shareholder meeting, finalize Hart Scott Rodino approval, fund and close.

Noble Team

Investment Banking Team

Nico Pronk, President and CEO

- Mr. Pronk joined Noble in 1988 as COO, and in 1995, he became President.
- 25 years experience working with IPOs, secondary offerings, private placements and mergers and acquisitions.
- During his career he has served as Director or Advisor to numerous privately held and publicly traded companies.
- Netherlands Institute of Banking and Finance.

Richard Giles, Managing Director

- Mr. Giles joined Noble in 2010 as Head of the Technology, Media and Telecommunications (TMT) group.
- 25 years of investment banking experience.
- Former head of Stifel Nicolaus' Technology Group.
- Executed more than 100 M&A and capital raising transactions totaling $10+ billion.
- A.B., Harvard College; M.B.A., Harvard Business School.

Robert Campbell, Managing Director

- 20 years of investment banking experience
- Executed M&A and capital raising transactions totaling over $3 billion dollars in value
- Former Managing Director in the Investment Banking Department of B. Riley & Co., L.H. Friend, Weinress, Frankson & Presson and Seidler Companies
- B.S., Loyola Marymount University; M.B.A., UCLA Anderson School of Management,; frequent guest lecturer at USC Marshall School of Business

Francisco Penafiel, Vice President

- Executed M&A and capital raising transactions totaling over $1 billion dollars in value
- 7 years of sell side equity research experience, covering enterprise & infrastructure software, business services, media, communications and financial services
- Engineering, IT & Statistics, Escuela Superior Politecnica (Guayaquil, Ecuador); M.S. Economics, Florida Atlantic University

Brian Harper, Associate

- Joined Noble in 2014
- B.S., University of Florida; M.S. Accounting, Florida Atlantic University

Summary

Summary

- In the short term there are two activities that will assist in better determining potential value and timing.
  - Build a realistic, detailed quarterly financial model covering the next three fiscal years.
  - Build a Product and Technology Roadmap that helps identify new market opportunities.
- Engage Platinum and jointly determine the best course of action.
- We anticipate that the resulting plan will be a dual path approach.
  - We anticipate approximately 40-50 private equity firms and 10-12 strategic partners.
  - Both groups will require active engagement of management.
- A process that is started by mid-July can produce results between December and March.
  - This allows for September and December quarterly results to validate forecasts and facilitate leverage.
- Noble believes it is uniquely qualified to represent IMSC in these activities.
  - Noble has a strong knowledge of the relevant private equity community.
  - Noble has relationships with the targeted strategic players.
  - Noble has a long history with IMSC and fully understands all the opportunities that lay in front of the Company.

EXHIBIT 660

From: Zach Weiner [zweiner@platinumlp.com]
Sent: 4/15/2016 7:28:26 PM
To: 'Pierce Hewes' [phewes@chardancm.com]
Subject: RE: Project Khaleesi Model
Attachments: image001.gif; Consent and Second Omnibus Amendment to Secured Term Notes - FINAL (2016).PDF; Platinum Implant Sciences Omnibus Fourteenth Amendment to Credit Agreement and Sixteenth Amendment to Note and Warrant Purchas.PDF

From: Pierce Hewes [mailto:phewes@chardancm.com]
Sent: Friday, April 15, 2016 3:02 PM
To: Zach Weiner
Subject: RE: Project Khaleesi Model

Sounds good, will be around my desk then.

From: Zach Weiner [mailto:zweiner@platinumlp.com]
Sent: Friday, April 15, 2016 3:00 PM
To: Pierce Hewes <phewes@chardancm.com<mailto:phewes@chardancm.com>>
Subject: RE: Project Khaleesi Model

Call in 30 mins

From: Pierce Hewes [mailto:phewes@chardancm.com]
Sent: Friday, April 15, 2016 3:00 PM
To: Zach Weiner
Subject: RE: Project Khaleesi Model

Zach,

I'm at my desk at (646) 465-9099 if youre free to have a call.

Best,
Pierce

From: Pierce Hewes
Sent: Thursday, April 14, 2016 4:39 PM
To: 'zweiner@platinumlp.com' <zweiner@platinumlp.com<mailto:zweiner@platinumlp.com>>; MMrozinski@chardancm.com<mailto:MMrozinski@chardancm.com>
Subject: Project Khaleesi Model

Zach,

Please find the draft merger model for project khaleesi attached. There are some places where we are working to update specific figures.

Best,
Pierce

M. Pierce Hewes
Investment Banking Associate

Chardan Capital Markets, LLC
17 State Street, Suite 1600
New York, NY 10004

(646) 465-9021 Direct | (646) 465-9039 Fax
phewes@chardancm.com<mailto:phewes@chardancm.com> | www.chardancm.com<http://www.chardancm.com/>

[cid:image001.gif@01CFD963.EE7E2D70]
http://www.chardancm.com/disclaimer

CONSENT AND SECOND OMNIBUS AMENDMENT TO SECURED TERM NOTES

This Consent and Second Omnibus Amendment to Secured Term Notes (□**Amendment**□) is dated as of April 6, 2016 and effective as of March 30, 2016, by and among Implant Sciences Corporation, a Massachusetts corporation (the □**Company**□), C Acquisition Corp., a Delaware corporation (□**C Acquisition**□), Accurel Systems International Corporation, a California corporation (□**Accurel**□), IMX Acquisition Corp., a Delaware corporation (□**IMX**□and together with C Acquisition and Accurel, each a □**Guarantor**□and collectively, □**Guarantors**□), each of the entities party to this Agreement as investors (collectively, the □**Investors**□and each, individually, an □**Investor**□) and BAM Administrative Services LLC, a Delaware limited liability company, as agent for the Investors (the □**Agent**□and together with the Investors, the □**Creditor Parties**□and each, a □**Creditor Party**□).

BACKGROUND

A. The Company, Investors and Agent are parties to (i) that certain Note Purchase Agreement dated as of March 19, 2014 (as amended, modified or supplemented, the □**Purchase Agreement**□);

B. Pursuant to the Purchase Agreement, the Company issued (i) that certain Secured Term Note, dated March 19, 2014 to BRe WNIC 2013 LTC Primary in the original principal amount of $10,447,724, of which principal amount $3,535,957 was assigned to Beechwood Bermuda International Limited (□**BBIL**□)as of May 1, 2014 and BBIL subsequently assigned $1,753,897 of such principal amount to BBIL MLIC 2015 as of December 31, 2015 (as amended, modified or supplemented, the □**BRe WNIC Primary Note**□), (ii) that certain Secured Term Note, dated March 19, 2014 to BRe WNIC 2013 LTC SUB in the original principal amount of $512,144 (as amended, modified or supplemented, the □**BRe WNIC Sub Note**□), (iii) that certain Secured Term Note, dated March 19, 2014 to BRe BCLIC Primary (□**BRe BCLIC Primary**□)in the original principal amount of $8,757,883, of which principal amount $2,964,043 was assigned to BBIL as of May 1, 2014, and BBIL subsequently assigned $1,470,217 of such principal amount to BBIL MLIC 2015 as of December 31, 2015, and the remaining principal balance of $5,793,840 held by BRe BCLIC Primary was assigned by BRe BCLIC Primary to the Senior Health Insurance Company of Pennsylvania as of April 1, 2015 (as amended, modified or supplemented, the □**BRe BCLIC Primary Note**□)and (iv) that certain Secured Term Note, dated March 19, 2014 to BRe BCLIC Sub in the original principal amount of $282,249 (as amended, modified or supplemented, the □**BRe BCLIC Sub Note**□); each of which has been amended by that certain Consent and Omnibus Amendment to the Secured Term Notes (the □**Consent and Omnibus Amendment**□), dated March 19, 2015 among the Company, Guarantors and Creditor Parties (as amended by the Consent and Omnibus Amendment, each Note listed in B(i) through (iv), a □**Note**□and together, the □**Notes**□).

C. Reference is also made to that certain Intercreditor Agreement, dated as of March 19, 2014 by and between the First Lien Agent (as defined therein) for itself and on behalf of the First Lien Creditors (as defined therein) and the Second Lien Creditor (as defined therein) and acknowledged by the Borrowers (as defined therein) and the other Obligors (as defined therein) (as amended, modified, supplemented or restated from time to time, being herein called the □**Intercreditor Agreement**□), pursuant to which the respective priorities and other related

intercreditor matters as between the First Lien Agent, the First Lien Creditors, the Second Lien Creditor and acknowledged by the Borrowers and the other Obligors were addressed.

D. The Purchase Agreement and all instruments, documents and agreements executed in connection therewith, or related thereto, including, without limitation, the Notes and the Intercreditor Agreement, are referred to herein collectively as the "**Transaction Documents**".

E. The Creditor Parties have agreed to modify certain of the definitions, terms and conditions in the Transaction Documents.

F. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the applicable Transaction Document.

NOW, THEREFORE, with the foregoing Background incorporated by reference and made a part hereof and intending to be legally bound, the parties agree as follows:

1. Consent to Amendment to First Lien Documents. Second Lien Creditor hereby consents to this Amendment and all of the terms and provisions contained herein.

2. Amendment to the Transaction Documents. Notwithstanding anything to the contrary contained in any of the Transaction Documents, upon the effectiveness of this Amendment, the definition of "Maturity Date" in each of the Notes is hereby extended from "March 30, 2016" to "June 29, 2016" (the "**Initial Extension Date**"); provided, that, in the event that the Second Lien Creditor shall extend the maturity date on all obligations owing to such Second Lien Creditor by the Company and/or the Guarantors to a date past June 30, 2016 (an "**Extended Second Lien Maturity Date**"), the "Maturity Date" as defined in each of the Notes shall automatically be extended to such business day as is one (1) business day immediately prior to such Extended Second Lien Maturity Date; provided, further, that in no event shall the "Maturity Date" as defined in each of the Notes be extended past March 31, 2017.

3. Deferral of Interest. The Agent and Investors hereby agree to defer payment until the Maturity Date, whether by acceleration or otherwise, of all accrued and unpaid interest under the Transaction Documents, as well as all interest otherwise accruing on and after the date hereof through but not including the Maturity Date.

4. Representations and Warranties. Company represents and warrants to the Creditor Parties that:

(a) All warranties and representations made to the Creditor Parties under the Transaction Documents are true and correct, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified by materiality, Material Adverse Effect or dollar thresholds in the text thereof), as to the date hereof unless they specifically relate to an earlier date in which case they shall be true and correct as of such date, other than as set forth on the disclosure schedules (the "**Updated Disclosure Schedules**") to be delivered to the Creditor Parties pursuant to Section 7 below (the numbers of which shall correspond to the numbers of the disclosure schedules to the applicable Transaction Document); notwithstanding the foregoing, the representations and warranties made

as of the Closing Date (as defined in the Purchase Agreement) in Section 2.1(c) of the Purchase Agreement shall be made as of the date hereof.

(b) The Company and the Guarantors (as applicable) have the requisite corporate power and authority to enter into and perform this Amendment in accordance with the terms hereof. The execution, delivery and performance of this Amendment by the Company and the Guarantors, the consummation by them of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, no further consent or authorization of the Company, the Guarantors, their Board of Directors, stockholders or any other third party is required. When executed and delivered by the Company and the Guarantors, this Amendment shall constitute a valid and binding obligation of the Company and the Guarantors enforceable against the Company and the Guarantors in accordance with its terms.

(c) This Amendment and all other documents, instruments and agreements executed in connection with this Amendment and any assignment, instrument, document, or agreement executed and delivered in connection herewith, will be valid, binding, and enforceable in accordance with its respective terms.

(d) Upon the effectiveness of this Amendment, no default or Event of Default is outstanding under any of the Transaction Documents.

5. Effectiveness Conditions. This Amendment shall be effective upon completion of the following conditions precedent (the "**Amendment Date**"):

(a) Execution and delivery by the Company, the Guarantors and the Second Lien Creditor to the Creditor Parties of this Amendment;

(b) Delivery by the Company to the Creditor Parties of a secretary's certificate, dated as of the date hereof, as to (i) the resolutions adopted by the Board of Directors (A) approving the transactions contemplated hereby and (B) approving and adopting the amendments to the certificates of designation of the Series H Convertible Preferred Stock of the Company, the Series I Convertible Preferred Stock of the Company and the Series J Convertible Preferred Stock of the Company, in the form attached hereto as Exhibits A, B and C, respectively, (ii) the Articles of Organization (including all certificates of designation thereunder specifying the terms of each series of the Company's preferred stock), (iii) the Bylaws, each as in effect as of the date hereof, and (iv) the authority and incumbency of the officers of the Company and the Guarantors executing this Amendment and any other documents required to be executed or delivered in connection therewith;

(c) Delivery by the Company to the Creditor Parties of a favorable opinion of Engel & Schultz, P.C., counsel to the Company, addressed to the Creditor Parties, addressing certain matters with respect to the authorization, execution, delivery and enforceability of this Amendment, in form and substance satisfactory to the Creditor Parties;

(d) Execution and/or delivery by the Company of all agreements, instruments and documents requested by the Creditor Parties to effectuate and implement the terms hereof and the Transaction Documents, in form and substance satisfactory to the Creditor Parties and their counsel;

(e) The Company shall pay any and all costs, fees and expenses of the Creditor Parties (including without limitation, attorneys' fees and disbursements) in connection with this Amendment and the transactions contemplated hereby;

(f) The Creditor Parties shall have completed a due diligence investigation of the Company in scope, and with results, satisfactory to the Creditor Parties; and

(g) The Company and the Creditor Parties shall have completed and obtained all internal approvals with respect to this Amendment, including but not limited to the approvals of each Creditor Party's respective investment committees and of the Company's board of directors.

6. Additional Terms and Covenants.

(a) Notwithstanding anything to the contrary in the Transaction Documents, all outstanding amounts due to the Creditor Parties under the Transaction Documents shall be immediately due and payable if the Company receives an offer from another person or entity with respect to a Major Transaction, the Agent, on behalf of the Investors, notifies the Company that such offer is satisfactory to the Creditor Parties (in their sole discretion), and either (i) the Board of Directors of the Company does not approve such Major Transaction within ten (10) days of the Company's receipt of such notice from the Agent, (ii) if such Major Transaction is subject to stockholder approval, the Company does not file a preliminary proxy statement with the SEC within fifteen (15) days of the Company's receipt of such notice from the Agent or (iii) if such Major Transaction is subject to stockholder approval, the stockholders of the Company do not approve such Major Transaction within ninety (90) days of the Company's filing receipt of such notice from the Agent; provided, that the Company shall be obligated to immediately forward to the Agent, on behalf of the Investors, any offer that the Company receives with respect to any Major Transaction.

(b) Notwithstanding anything to the contrary in the Transaction Documents, the Company shall provide not less than thirty (30) business days' written notice to the Agent, of the Company's intent to repay all or any portion of the principal, interest and other amounts outstanding under the Notes.

(c) Notwithstanding anything to the contrary in the Transaction Documents, the Company shall pay all outstanding principal and accrued and unpaid interest under the Notes on the Maturity Date.

(d) Notwithstanding anything to the contrary in the Transaction Documents, on and following the Amendment Date, the Company agrees it will not, and will not permit any Subsidiary to, enter into, create, incur, assume, suffer, become or be liable for in any manner, or permit to exist, any indebtedness, or guarantee, assume, endorse or otherwise become responsible for (directly or indirectly), any indebtedness, performance or obligations of any other Person. Failure of the Company to comply with, or any breach by the Company of, this clause (d) shall be an immediate Event of Default under the Transaction Documents.

7. Post-Closing Obligations. The Company agrees to deliver, or cause to be delivered, to the Creditor Parties, the items described below on or before the dates specified with

respect to such items, or such later dates as may be agreed to by the Creditor Parties in their reasonable discretion. Failure of the Company to deliver any of the items below on the date required therefor shall be an immediate Event of Default under the Transaction Documents:

(a) On or before five (5) Business Days from the Amendment Date, deliver to the Creditor Parties a favorable opinion of Engel & Schultz, P.C., counsel to the Company, addressed to the Creditor Parties, addressing certain matters with respect to the voting rights of the Company's outstanding convertible preferred stock (including an opinion that (i) the only stockholder vote required to approve a merger of the Company with or into another person or entity is a two-thirds majority of all shares of the Company and that, for these purposes, any shares of voting preferred stock that, pursuant to their certificates of designation (as amended pursuant to the documents contemplated by this Amendment), entitle their holders to vote on an as-converted basis and together with the common stock shall be counted in such two-thirds vote on an as-converted basis and (ii) no separate class vote of the Company's common stock is required for such a merger), in form and substance satisfactory to the Creditor Parties; and

(b) On or before fifteen (15) days from the Amendment Date, deliver to Creditor Parties the Updated Disclosure Schedules, in form and substance satisfactory to the Creditor Parties.

8. No Waiver. Each of the Creditor Parties, as applicable, reserves all of its rights and remedies arising with respect to any and all defaults or events of defaults under the Transaction Documents that may be in existence on the date hereof, regardless of whether such defaults or events of default have been identified, or which may occur in the future. Each Creditor Party has not modified, is not waiving and has not agreed to forbear in the exercise of, any of its present or future rights and remedies. No action taken or claimed to be taken by any Creditor Party will constitute such a waiver, modification or agreement to forbear. This Amendment does not obligate any Creditor Party to agree to any other extension or modification of the Transaction Documents nor does it constitute a course of conduct or dealing on behalf of any Creditor Party or a waiver of any other rights or remedies of any Creditor Party except as and only to the extent expressly set forth herein. No omission or delay by any Creditor Party in exercising any right or power under the Transaction Documents, this Amendment or any related instruments, agreements or documents will impair such right or power or be construed to be a waiver of any default or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and no waiver will be valid unless in writing and then only to the extent specified.

9. Ratification of Transaction Documents. Except as expressly set forth herein, all of the terms and conditions of the Purchase Agreement and the other Transaction Documents are hereby ratified and confirmed and continue unchanged and in full force and effect. All references to any of the Transaction Documents shall mean the applicable Transaction Document as modified by this Amendment and all references to the Note or Notes in any of the Transaction Documents shall mean, collectively, the Notes as modified herein.

10. Confirmation of Indebtedness. The Company confirms and acknowledges that as of the close of business on March 31, 2016, Company was indebted to each Creditor Party,

without any deduction, defense, setoff, claim or counterclaim, of any nature, in the aggregate principal and interest amounts of:

(a) With respect to the **BRe WNIC Primary Note,** $11,283,541.92;
(b) With respect to the **BRe WNIC Sub Note**, $553,115.52;
(c) With respect to the **BRe BCLIC Primary Note**, $9,458,513.64; and
(d) With respect to the **BRe BCLIC Sub Note**, $304,828.92.

11. Collateral. The Company and each Guarantor hereby confirm and agree that all security interests and liens granted to the Agent, on behalf of the Secured Parties (as defined in the Security Agreement), pursuant to the Transaction Documents, continue in full force and effect and shall continue to secure the Obligations (as defined in the Security Agreement (as defined in the Purchase Agreement)), including all liabilities and obligations (primary, secondary, direct, contingent, sole, joint or several) due or to become due, or that are now or may be hereafter contracted or acquired, or owing, under the Notes and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith, in each case, whether now or hereafter existing, voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from the Creditor Parties as a preference, fraudulent transfer or otherwise as such obligations may be amended, supplemented, converted, extended or modified from time to time.

12. Acknowledgment of Guarantors. By execution of this Amendment, each Guarantor hereby acknowledges the terms and conditions of this Amendment and confirms that the Guarantors jointly and severally and absolutely and unconditionally guarantee, as surety, all of the Guaranteed Obligations (as defined in the Guaranty from Guarantors to the Creditor Parties dated March 9, 2014 (the "**Guaranty**")) including all liabilities and obligations (primary, secondary, direct, contingent, sole, joint or several) due or to become due, or that are now or may be hereafter contracted or acquired, or owing, under the Notes and covenants that each such Guaranty remains unchanged and in full force and effect and shall continue to cover the existing and future Guaranteed Obligations of Company to the Agent, as agent for the Secured Parties.

13. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any of the conflicts of law principles which would result in the application of the substantive law of another jurisdiction. This Amendment shall not be interpreted or construed with any presumption against the party causing this Amendment to be drafted.

14. Signatories. Each individual signatory hereto represents and warrants that he or she is duly authorized to execute this Amendment on behalf of his or her principal and that he or she executes the Amendment in such capacity and not as a party.

15. Duplicate Originals. Two or more duplicate originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed in counterparts, all of which

counterparts taken together shall constitute one completed fully executed document. Signature by facsimile or PDF shall bind the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

COMPANY:

IMPLANT SCIENCES CORPORATION

By: _____
Name: William McGann
Title: CEO

GUARANTORS:

C ACQUISITION CORP.

By: _____
Name: William McGann
Title: President

ACCUREL SYSTEMS INTERNATIONAL CORPORATION

By: _____
Name: William McGann
Title: President

IMX ACQUISITION CORP.

By: _____
Name: William McGann
Title: President

SECOND LIEN CREDITOR: **DMRJ GROUP LLC**

By:_____
Name:
Title:

AGENT: **BAM ADMINISTRATIVE SERVICES LLC**

By:_____
Name:
Title:

INVESTORS: **BRE WNIC 2013 LTC SUB**

By:_____
Name:
Title:

BRE BCLIC SUB

By:_____
Name:
Title:

BRE WNIC 2013 LTC PRIMARY

By:_____
Name:
Title:

SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA,
By: B Asset Manager, LP, its investment manager

By:_____
Name:
Title:

SECOND LIEN CREDITOR: **DMRJ GROUP LLC**

By:_____
Name:
Title:

AGENT: **BAM ADMINISTRATIVE SERVICES LLC**

By:_____
Name: Dhruv Narain
Title: President & Chief Investment Officer

INVESTORS: **BRE WNIC 2013 LTC SUB**

Wilmington Trust, National Association
not in its individual capacity
but solely as Trustee

By:_____
Name: David B. Young
Title: Vice President

BRE BCLIC SUB

Wilmington Trust, National Association
not in its individual capacity
but solely as Trustee

By:_____
Name: David B. Young
Title: Vice President

BRE WNIC 2013 LTC PRIMARY

Wilmington Trust, National Association
not in its individual capacity
but solely as Trustee

By:_____
Name: David B. Young
Title: Vice President

SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA,
By: B Asset Manager, LP, its investment manager

By:_____
Name: Dhruv Narain
Title: Authorized Signatory

BEECHWOOD BERMUDA INTERNATIONAL LIMITED,
By: B Asset Manager II, LP, its investment manager

By: _____
Name: Mark Feuer
Title:

BBIL MLIC 2015

Wilmington Trust, National Association
not in its individual capacity
but solely as Trustee

By: _____
Name:
Title: David B. Young
Vice President

EXHIBIT A

IMPLANT SCIENCES CORPORATION

AMENDMENT TO TERMS OF

SERIES H CONVERTIBLE PREFERRED STOCK

The terms of the Series H Convertible Preferred Stock (the "Series H Preferred Stock") of Implant Sciences Corporation, a Massachusetts corporation (the "Corporation"), as originally set forth in Exhibit A of the Articles of Amendment of the Corporation adopted by the Corporation on September 4, 2012 are hereby amended as follows:

1. The number of shares of authorized and unissued Preferred Stock, par value $0.10 per share (the "Preferred Stock"), of the Corporation designated as Series H Preferred Stock shall be increased from 15,000 shares to 22,500 shares.

2. The first sentence of Section 2.1 is hereby deleted in its entirety and replaced with the following sentence: "From and after July 1, 2016 (and, for the avoidance of doubt, including July 1, 2016), the holders of the Series H Preferred Stock shall be entitled to receive, prior in preference to the holders of any Junior Stock, out of funds legally available therefor, dividends on each share of Series H Preferred Stock at a rate equal to fifteen percent (15%) of the Series H Original Issue Price thereof per annum plus all accumulated and unpaid dividends thereon payable when, as and if declared by the Corporation's Board of Directors or upon a Liquidation Event, redemption, repurchase or conversion of the Series H Preferred Stock ("Dividend Payment Event")."

3. Section 2.1 is hereby further amended to add the following as a new paragraph at the end thereof: "Notwithstanding the foregoing, if any of the representations, warranties or agreements set forth in that certain Comfort Letter, effective March 31, 2016, from the Corporation to DMRJ Group LLC and Montsant Partners LLC is or becomes breached or is or becomes false or misleading in any respect, then the dividend rate otherwise applicable hereunder, as set forth in the preceding paragraph, shall be increased by an additional fourteen percent (14%) per annum (prorated for partial years), not to exceed the maximum amount (if any) permitted by law."

4. The first sentence of Section 3.1 is hereby deleted in its entirety and replaced with the following sentence: "Subject to the preferences that may be applicable to any other Series of Preferred Stock then outstanding, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), the holders of shares of Series H Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Junior Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series H Original Issue Price (as defined below), plus any accrued but unpaid dividends thereon, whether or not declared, and (ii) such amount per share as would have been payable had all shares of Series H Preferred Stock been converted into Common Stock pursuant to Section 5 immediately prior to such Liquidation Event."

5. Section 4.1 is hereby amended to add the following at the end thereof: "Notwithstanding the foregoing, with respect to any Major Transaction (as defined below) that is approved by the Corporation's board of directors and presented to the stockholders of the Corporation for their

action or consideration at any meeting of stockholders of the Corporation (or, if applicable, by written consent of stockholders in lieu of meeting) (a "Major Transaction Stockholder Vote"), each holder of outstanding shares of Series H Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series H Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter (irrespective of whether any such conversion would result in economic gain or loss to the holder) and shall be entitled to notice of any such meeting of stockholders in accordance with the By-Laws of the Corporation. Except as provided by law or as otherwise provided herein, with respect to any Major Transaction Stockholder Vote, holders of Series H Preferred Stock shall vote together with the holders of Common Stock as a single class."

6. Section 5.5 is hereby deleted in its entirety and replaced with the following: "Notice of Major Transaction. The Corporation shall be obligated to provide each holder of Series H Preferred Stock with written notice of the anticipated record date with respect to any Major Transaction at least five (5) business days prior to such record date. For these purposes, "Major Transaction" means (i) the consolidation, merger or other business combination of the Corporation with or into another entity or person (other than (x) pursuant to a migratory merger effected solely for the purpose of changing the jurisdiction of incorporation of the Corporation or (y) a consolidation, merger or other business combination in which holders of the Corporation's voting power immediately prior to the transaction continue after the transaction to hold, directly or indirectly, the voting power of the surviving entity or entities necessary to elect a majority of the members of the board of directors (or their equivalent if other than a corporation) of such entity or entities); (ii) the sale or transfer of more than fifty percent (50%) of the Corporation's assets (based on the fair market value as determined in good faith by the Board of Directors) other than inventory in the ordinary course of business in one or a related series of transactions; or (iii) the closing of a purchase, tender or exchange offer made to the holders of more than fifty percent (50%) of the outstanding shares of Common Stock in which more than fifty percent (50%) of the outstanding shares of Common Stock were tendered and accepted."

EXHIBIT B

IMPLANT SCIENCES CORPORATION

AMENDMENT TO TERMS OF

SERIES I CONVERTIBLE PREFERRED STOCK

The terms of the Series I Convertible Preferred Stock (the "Series I Preferred Stock") of Implant Sciences Corporation, a Massachusetts corporation (the "Corporation"), as originally set forth in Exhibit A of the Articles of Amendment of the Corporation adopted by the Corporation on February 27, 2013 are hereby amended as follows:

1. The number of shares of authorized and unissued Preferred Stock, par value $0.10 per share (the "Preferred Stock"), of the Corporation designated as Series I Preferred Stock shall be increased from 15,000 shares to 21,000 shares.

2. The first sentence of Section 2.1 is hereby deleted in its entirety and replaced with the following sentence: "From and after July 1, 2016 (and, for the avoidance of doubt, including July 1, 2016), the holders of the Series I Preferred Stock shall be entitled to receive, prior in preference to the holders of any Junior Stock, out of funds legally available therefor, dividends on each share of Series I Preferred Stock at a rate equal to fifteen percent (15%) of the Series I Original Issue Price thereof per annum plus all accumulated and unpaid dividends thereon payable when, as and if declared by the Corporation's Board of Directors or upon a Liquidation Event, redemption, repurchase or conversion of the Series I Preferred Stock ("Dividend Payment Event")."

3. Section 2.1 is hereby further amended to add the following as a new paragraph at the end thereof: "Notwithstanding the foregoing, if any of the representations, warranties or agreements set forth in that certain Comfort Letter, effective March 31, 2016, from the Corporation to DMRJ Group LLC and Montsant Partners LLC is or becomes breached or is or becomes false or misleading in any respect, then the dividend rate otherwise applicable hereunder, as set forth in the preceding paragraph, shall be increased by an additional fourteen percent (14%) per annum (prorated for partial years), not to exceed the maximum amount (if any) permitted by law."

4. The first sentence of Section 3.1 is hereby deleted in its entirety and replaced with the following sentence: "Subject to the preferences that may be applicable to any other Series of Preferred Stock then outstanding, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), the holders of shares of Series I Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Junior Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series I Original Issue Price (as defined below), plus any accrued but unpaid dividends thereon, whether or not declared, and (ii) such amount per share as would have been payable had all shares of Series I Preferred Stock been converted into Common Stock pursuant to Section 5 immediately prior to such Liquidation Event."

5. Section 4.1 is hereby amended to add the following at the end thereof: "Notwithstanding the foregoing, with respect to any Major Transaction (as defined below) that is approved by the Corporation's board of directors and presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or, if applicable, by

written consent of stockholders in lieu of meeting) (a "Major Transaction Stockholder Vote"), each holder of outstanding shares of Series I Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series I Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter (irrespective of whether any such conversion would result in economic gain or loss to the holder) and shall be entitled to notice of any such meeting of stockholders in accordance with the By-Laws of the Corporation. Except as provided by law or as otherwise provided herein, with respect to any Major Transaction Stockholder Vote, holders of Series I Preferred Stock shall vote together with the holders of Common Stock as a single class."

6. Section 5.5 is hereby deleted in its entirety and replaced with the following: "Notice of Major Transaction. The Corporation shall be obligated to provide each holder of Series I Preferred Stock with written notice of the anticipated record date with respect to any Major Transaction at least five (5) business days prior to such record date. For these purposes, "Major Transaction" means (i) the consolidation, merger or other business combination of the Corporation with or into another entity or person (other than (x) pursuant to a migratory merger effected solely for the purpose of changing the jurisdiction of incorporation of the Corporation or (y) a consolidation, merger or other business combination in which holders of the Corporation's voting power immediately prior to the transaction continue after the transaction to hold, directly or indirectly, the voting power of the surviving entity or entities necessary to elect a majority of the members of the board of directors (or their equivalent if other than a corporation) of such entity or entities); (ii) the sale or transfer of more than fifty percent (50%) of the Corporation's assets (based on the fair market value as determined in good faith by the Board of Directors) other than inventory in the ordinary course of business in one or a related series of transactions; or (iii) the closing of a purchase, tender or exchange offer made to the holders of more than fifty percent (50%) of the outstanding shares of Common Stock in which more than fifty percent (50%) of the outstanding shares of Common Stock were tendered and accepted."

EXHIBIT C

IMPLANT SCIENCES CORPORATION

AMENDMENT TO TERMS OF

SERIES J CONVERTIBLE PREFERRED STOCK

The terms of the Series J Convertible Preferred Stock (the "Series J Preferred Stock") of Implant Sciences Corporation, a Massachusetts corporation (the "Corporation"), as originally set forth in Exhibit B of the Articles of Amendment of the Corporation adopted by the Corporation on February 27, 2013 are hereby amended as follows:

1. The number of shares of authorized and unissued Preferred Stock, par value $0.10 per share (the "Preferred Stock"), of the Corporation designated as Series J Preferred Stock shall be increased from 6,000 shares to 6,500 shares.

2. Section 2 is hereby deleted in its entirety and replaced with the following:

"2. Dividends.

2.1 From and after July 1, 2016 (and, for the avoidance of doubt, including July 1, 2016), the holders of the Series J Preferred Stock shall be entitled to receive, prior in preference to the holders of any Junior Stock, out of funds legally available therefor, dividends on each share of Series J Preferred Stock at a rate equal to fifteen percent (15%) of the Series J Original Issue Price thereof per annum plus all accumulated and unpaid dividends thereon payable when, as and if declared by the Corporation's Board of Directors or upon a Liquidation Event, redemption, repurchase or conversion of the Series J Preferred Stock ("Dividend Payment Event"). Such dividends shall be cumulative. All dividends accruing on the Series J Preferred Stock shall be paid by the issuance of additional shares of Series J Preferred Stock (including fractional shares) in an amount equal in number to the aggregate amount of the dividend to be paid divided by the Series J Original Issue Price ("Accruing Dividend Shares"). When Accruing Dividend Shares are issued pursuant to this Section 2.1, such shares shall be deemed to be validly issued and outstanding and fully paid and non-assessable. The amount of dividends payable per share of Series J Preferred Stock for any period shorter than a full year shall be computed ratably on the basis of twelve (12) thirty (30) day months and a three-hundred sixty (360) day year.

Notwithstanding the foregoing, if any of the representations, warranties or agreements set forth in that certain Comfort Letter, effective March 31, 2016, from the Corporation to DMRJ Group LLC and Montsant Partners LLC is or becomes breached or is or becomes false or misleading in any respect, then the dividend rate otherwise applicable hereunder, as set forth in the preceding paragraph, shall be increased by an additional fourteen percent (14%) per annum (prorated for partial years), not to exceed the maximum amount (if any) permitted by law.

2.2 Subject to the preferences that may be applicable to any other Series of Preferred Stock then outstanding, the Corporation shall not declare, pay or set aside any dividends on any shares of Common Stock unless the holders of the Series J Preferred Stock then outstanding shall simultaneously receive a dividend on each outstanding share of Series J Preferred Stock in an amount at least equal to that dividend per share of Series J Preferred Stock as would equal the product of (i) the dividend payable on each share of Common Stock and (ii) the number of shares

of Common Stock issuable upon conversion of a share of Series J Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend.

3. The first sentence of Section 3.1 is hereby deleted in its entirety and replaced with the following sentence: "Subject to the preferences that may be applicable to any other Series of Preferred Stock then outstanding, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), the holders of shares of Series J Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Junior Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series J Original Issue Price (as defined below), plus any accrued but unpaid dividends thereon, whether or not declared, and (ii) such amount per share as would have been payable had all shares of Series J Preferred Stock been converted into Common Stock pursuant to Section 5 immediately prior to such Liquidation Event."

4. Section 3.1 is also hereby amended by adding the following as the new last sentence thereof: "At the option of holders of a majority of the outstanding Series J Preferred Stock, (i) a consolidation or merger of the Corporation with or into another entity or person, or any other corporate reorganization, in which the stockholders of the Corporation immediately prior to such consolidation, merger or reorganization do not hold at least a majority of the resulting or surviving entities voting power immediately following such consolidation, merger or reorganization (solely in respect of their equity interests), or (ii) a sale or transfer of all or substantially all of the Corporation's assets for cash, securities or other property, shall be deemed to be a Liquidation Event."

5. Section 4.1 is hereby amended to add the following at the end thereof: "Notwithstanding the foregoing, with respect to any Major Transaction (as defined below) that is approved by the Corporation's board of directors and presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or, if applicable, by written consent of stockholders in lieu of meeting) (a "Major Transaction Stockholder Vote"), each holder of outstanding shares of Series J Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series J Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter (irrespective of whether any such conversion would result in economic gain or loss to the holder) and shall be entitled to notice of any such meeting of stockholders in accordance with the By-Laws of the Corporation. Except as provided by law or as otherwise provided herein, with respect to any Major Transaction Stockholder Vote, holders of Series J Preferred Stock shall vote together with the holders of Common Stock as a single class."

6. Section 5.5 is hereby deleted in its entirety and replaced with the following: "Notice of Major Transaction. The Corporation shall be obligated to provide each holder of Series J Preferred Stock with written notice of the anticipated record date with respect to any Major Transaction at least five (5) business days prior to such record date. For these purposes, "Major Transaction" means (i) the consolidation, merger or other business combination of the Corporation with or into another entity or person (other than (x) pursuant to a migratory merger effected solely for the purpose of changing the jurisdiction of incorporation of the Corporation or (y) a consolidation, merger or other business combination in which holders of the Corporation's voting power immediately prior to the transaction continue after the transaction to hold, directly

or indirectly, the voting power of the surviving entity or entities necessary to elect a majority of the members of the board of directors (or their equivalent if other than a corporation) of such entity or entities); (ii) the sale or transfer of more than fifty percent (50%) of the Corporation's assets (based on the fair market value as determined in good faith by the Board of Directors) other than inventory in the ordinary course of business in one or a related series of transactions; or (iii) the closing of a purchase, tender or exchange offer made to the holders of more than fifty percent (50%) of the outstanding shares of Common Stock in which more than fifty percent (50%) of the outstanding shares of Common Stock were tendered and accepted.

OMNIBUS FOURTEENTH AMENDMENT TO CREDIT AGREEMENT AND SIXTEENTH AMENDMENT TO NOTE AND WARRANT PURCHASE AGREEMENT

This Omnibus Fourteenth Amendment to Credit Agreement and Sixteenth Amendment to Note and Warrant Purchase Agreement (□**Amendment**□) is dated as of April 6, 2016 and effective as of March 31, 2016, by and among Implant Sciences Corporation, a Massachusetts corporation (the □**Company**□), the Guarantors party to each Guaranty (as defined below), DMRJ Group LLC, a Delaware limited liability company (the □**Investor**□) and Montsant Partners LLC (the □**Assignee**□).

BACKGROUND

A. The Company and Investor are parties to a certain Note and Warrant Purchase Agreement dated as of December 10, 2008 (as modified or amended from time to time, including, without limitation, as amended by that certain First Amendment to Note and Warrant Purchase Agreement dated July 1, 2009, that certain Omnibus Waiver and First Amendment to Credit Agreement and Third Amendment to Note and Warrant Purchase Agreement dated as of January 12, 2010 (the □**First Omnibus Amendment**□), that certain Omnibus Second Amendment to Credit Agreement and Fourth Amendment to Note and Warrant Purchase Agreement dated as of April 23, 2010, that certain Omnibus Third Amendment to Credit Agreement and Fifth Amendment to Note and Warrant Purchase Agreement dated as of September 30, 2010, that certain Omnibus Fourth Amendment to Credit Agreement and Sixth Amendment to Note and Warrant Purchase Agreement dated as of March 30, 2011, that certain Omnibus Fifth Amendment to Credit Agreement and Seventh Amendment to Note and Warrant Purchase Agreement dated as of April 7, 2011, that certain Omnibus Sixth Amendment to Credit Agreement and Eighth Amendment to Note and Warrant Purchase Agreement dated as of September 29, 2011, that certain Omnibus Seventh Amendment to Credit Agreement and Ninth Amendment to Note and Warrant Purchase Agreement dated as of October 13, 2011, that certain Omnibus Eighth Amendment to Credit Agreement and Tenth Amendment to Note and Warrant Purchase Agreement dated as of February 21, 2012, that certain Omnibus Ninth Amendment to Credit Agreement and Eleventh Amendment to Note and Warrant Purchase Agreement dated as of September 5, 2012 (the □**Ninth Omnibus Amendment**□), that certain Omnibus Tenth Amendment to Credit Agreement and Twelfth Amendment to Note and Warrant Purchase Agreement dated as of February 28, 2013 (the □**Tenth Omnibus Amendment**□), that certain Omnibus Eleventh Amendment to Credit Agreement and Thirteenth Amendment to Note and Warrant Purchase Agreement dated as of November 14, 2013, that certain Omnibus Twelfth Amendment to Credit Agreement and Fourteenth Amendment to Note and Warrant Purchase Agreement dated as of March 19, 2014 and that certain Omnibus Thirteenth Amendment to Credit Agreement and Fifteenth Amendment to Note and Warrant Purchase Agreement dated as of March 19, 2015 (the □**Thirteenth Omnibus Amendment**□ and collectively, the □**Purchase Agreement**□), pursuant to which, among other things, Investor purchased that certain Senior Secured Convertible Promissory Note dated December 10, 2008, as amended by that certain Amended and Restated Senior Secured Convertible Promissory Note dated as of March 12, 2009, and assigned to the Assignee pursuant to that certain Assignment Agreement dated as of May 4, 2015 (the □**Assignment Agreement**□), in the original aggregate principal amount of $5,600,000 (as amended, the □**March 2009 Note**□).

B. Pursuant to the Purchase Agreement, Investor subsequently purchased that certain Senior Secured Promissory Note dated July 1, 2009 in the original aggregate principal amount of $1,000,000 (as modified or amended from time to time, the "**July 2009 Note**").

C. Pursuant to the Ninth Omnibus Amendment, among other things, the Company issued to the Investor a second Senior Secured Convertible Promissory Note (as modified or amended from time to time, the "**September 2012 Note**"). Pursuant to the Tenth Omnibus Amendment, among other things, the Company issued to the Investor a third Senior Secured Convertible Promissory Note (as modified or amended from time to time, the "**February 2013 Note**" and together with the September 2012 Note, the March 2009 Note and July 2009 Note, the "**Term Notes**" and each a "**Term Note**").

D. The Purchase Agreement and all instruments, documents and agreements executed in connection therewith, or related thereto, including, without limitation, the March 2009 Note, the July 2009 Note, the September 2012 Note and the February 2013 Note, are referred to herein collectively as the "**Purchase Documents**".

E. The Company and Investor are also parties to a certain Credit Agreement dated September 4, 2009 (as modified or amended from time to time, including, without limitation, the Omnibus Amendments referenced in Paragraph A above, the "**Credit Agreement**"), pursuant to which, among other things, the Company executed and delivered to Investor that certain Promissory Note dated September 4, 2009 in the original aggregate principal amount of $3,000,000 (as amended by that certain Amended and Restated Promissory Note dated January 12, 2010 in the original aggregate principal amount of $5,000,000 and that certain Amended and Restated Promissory Note dated as of April 23, 2010 but effective as of April 7, 2010, in the original aggregate principal amount of $10,000,000, that certain Amended and Restated Promissory Note dated as of March 30, 2011 in the original aggregate principal amount of $15,000,000, and that certain Amended and Restated Promissory Note dated as of September 29, 2011 in the original aggregate principal amount of $23,000,000 (as modified or amended from time to time, the "**Revolver Note**" and, together with the March 2009 Note, the July 2009 Note, the September 2012 Note and the February 2013 Note, each a "**Note**" and collectively, the "**Notes**").

F. Reference is also made to that certain Intercreditor Agreement, dated as of March 19, 2014 by and between the First Lien Agent (as defined therein) for itself and on behalf of the First Lien Creditors (as defined therein) and the Second Lien Creditor (as defined therein) and acknowledged by the Borrowers (as defined therein) and the other Obligors (as defined therein) (as amended, modified, supplemented or restated from time to time, being herein called the "**Intercreditor Agreement**"), pursuant to which the respective priorities and other related intercreditor matters as between the First Lien Agent, the First Lien Creditors, the Second Lien Creditor and acknowledged by the Borrowers and the other Obligors were addressed.

G. The Credit Agreement and all instruments, documents and agreements executed in connection therewith, or related thereto, including, without limitation, the Revolver Note, are referred to herein collectively as the "**Credit Documents**" and, together with the Purchase Documents and the Intercreditor Agreement, each a "**Transaction Document**" and collectively, the "**Transaction Documents**".

H. The Investor, Assignee and Company have agreed to modify certain of the definitions, terms and conditions in the Transaction Documents.

I. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the applicable Transaction Document.

NOW, THEREFORE, with the foregoing Background incorporated by reference and made a part hereof and intending to be legally bound, the parties agree as follows:

1. Amendments to the Transaction Documents. Notwithstanding anything to the contrary contained in any of the Transaction Documents, upon the effectiveness of this Amendment, the Transaction Documents are hereby amended as follows:

(a) Maturity Date. The term "**Maturity Date**" as used and/or defined in each of the (i) July 2009 Note and the Credit Agreement, is hereby amended and restated to refer to the following: "June 30, 2016" and (ii) March 2009 Note, September 2012 Note and February 2013 Note is hereby amended and restated to refer to the following: "December 30, 2016"

(b) Issuance Date. The term "**Issuance Date**" as used in the March 2009 Note, the September 2012 Note and the February 2013 Note, is hereby amended and restated to refer to the following with respect to each Note: "the date on which the Note was executed and issued by the Company"

(c) Section 2(b) of the First Omnibus Amendment. Section 2(b) of the First Omnibus Amendment is hereby deleted in its entirety and replaced with the following: "Reserved."

(d) Section 3.4 of the March 2009 Note. Section 3.4 of the March 2009 Note is hereby deleted in its entirety and replaced with the following: "Reserved."

(e) Section 3(a) of the Tenth Omnibus Amendment. Section 3(a) of the Tenth Omnibus Amendment is hereby amended and restated in its entirety as follows:

> "(a) The March 2009 Note plus all accrued and unpaid interest thereon at the time of any conversion (the "**March 2009 Note Convertible Amount**") may be converted at the option of the Investor at any time and from time to time into such number of shares of the Company's Series J Preferred Stock (the "**Series J Preferred Stock**"), upon one (1) business day's notice to the Company, determined by dividing the March 2009 Note Convertible Amount, or such portion thereof sought to be converted by the Investor, by the product of 12,500 times the Series J Conversion Price (as defined in the Articles of Amendment (as defined below) as may be adjusted as provided therein), effective immediately prior to such conversion."

(f) New Section 1.2A added to each Term Note. A new Section 1.2A is hereby added to each Term Note, in each case immediately following the current Section 1.2 as a new paragraph in each such Term Note, with each new Section 1.2A to read as follows:

"Section 1.2A. Certain Representation and Warranty.

If any representation, warranty or agreement set forth in that certain Comfort Letter, effective March 31, 2016, from the Company to the Investor and the Assignee is or becomes breached or is or becomes false or misleading in any respect, then the interest rate otherwise applicable under this Note shall be increased by an additional fourteen percent (14%) per annum (prorated for partial years), not to exceed the maximum amount of such interest permitted by applicable New York law.□□

(g) Section 2.5 of the Credit Agreement. A new clause (d) is hereby added to Section 2.5 of the Credit Agreement to read as follows:

□(d). If any representation, warranty or agreement set forth in that certain Comfort Letter, effective March 31, 2016, from the Company to the Investor and the Assignee is or becomes breached or is or becomes false or misleading in any respect, then the interest rate otherwise applicable on the outstanding amount of the Advances shall be increased by an additional fourteen percent (14%) per annum (prorated for partial years), not to exceed the maximum amount of such interest permitted by applicable New York law.□□

2. Representations and Warranties. Company represents and warrants to Investor and Assignee that:

(a) All warranties and representations made to Investor and Assignee, as applicable, under the Transaction Documents are true and correct, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified by materiality, Material Adverse Effect or dollar thresholds in the text thereof), as to the date hereof unless they specifically relate to an earlier date in which case they shall be true and correct as of such date, other than as set forth on the disclosure schedules (the □**Updated Disclosure Schedules**□) to be delivered to Investor pursuant to Section 5 below (the numbers of which shall correspond to the numbers of the disclosure schedules to the applicable Transaction Document); notwithstanding the foregoing, the representations and warranties made as of the Closing Date (as defined in the Purchase Agreement) in Section 2.1(c) of the Purchase Agreement shall be made as of the date hereof.

(b) The Company and the Guarantors (as applicable) have the requisite corporate power and authority to enter into and perform this Amendment in accordance with the terms hereof. The execution, delivery and performance of this Amendment by the Company and the Guarantors, the consummation by them of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, no further consent or authorization of the Company, the Guarantors, their Board of Directors, stockholders or any other third party is required. When executed and delivered by the Company and the Guarantors, this Amendment shall constitute a valid and binding obligation of the Company and the Guarantors enforceable against the Company and the Guarantors in accordance with its terms.

(c) This Amendment and all other documents, instruments and agreements executed in connection with this Amendment and any assignment, instrument, document, or

agreement executed and delivered in connection herewith, will be valid, binding, and enforceable in accordance with its respective terms.

(d) Upon each of the effectiveness of this Amendment and the filing of each CoD Amendment (as defined below), no default or Event of Default is outstanding under any of the Transaction Documents.

3. Effectiveness Conditions. This Amendment shall be effective upon completion of the following conditions precedent (the "**Amendment Date**"):

(a) Execution and delivery by the Company, each Person who delivered a Guaranty (as defined below) to Investor in connection with the Transaction Documents (each a "**Guarantor**" and collectively, the "**Guarantors**") and First Lien Agent to Investor and Assignee of this Amendment;

(b) Delivery by the Company to Investor and Assignee of a secretary's certificate, dated as of the date hereof, as to (i) the resolutions adopted by the Board of Directors (A) approving the transactions contemplated hereby and (B) approving and adopting the amendments to the certificates of designation of the Series H Convertible Preferred Stock of the Company, the Series I Convertible Preferred Stock of the Company and the Series J Convertible Preferred Stock of the Company, in the form attached hereto as Exhibits A, B and C, respectively (collectively, the "**CoD Amendments**"), (ii) the Articles of Organization (including all certificates of designation thereunder specifying the terms of each series of the Company's preferred stock), (iii) the Bylaws, each as in effect as of the date hereof, and (iv) the authority and incumbency of the officers of the Company and the Guarantors executing this Amendment and any other documents required to be executed or delivered in connection therewith;

(c) Delivery by the Company to the Investor and Assignee of a favorable opinion of Engel & Schultz, P.C., counsel to the Company, addressed to the Investor and Assignee, addressing certain matters with respect to the authorization, execution, delivery and enforceability of this Amendment, in form and substance satisfactory to the Investor and Assignee;

(d) Prepayment by the Company of all interest to be accrued from the date hereof through June 30, 2016, on each of the March 2009 Note, the September 2012 Note and the February 2013 Note (which shall equal $119,400.00 on account of the March 2009 Note, $450,000.00 on account of the September 2012 Note and $450,000.00 on account of the February 2013 Note), by increasing the outstanding aggregate principal amount under each of the March 2009 Note, the September 2012 Note and the February 2013 Note, respectively. Following such prepayment, the new outstanding principal balance under (i) the March 2009 Note shall be $5,283,754.56, (ii) the September 2012 Note shall be $18,970,000.00 and (iii) the February 2013 Note shall be $17,523,455.00;

(e) Execution and/or delivery by Company of all agreements, instruments and documents requested by Investor and/or Assignee to effectuate and implement the terms hereof and the Transaction Documents, in form and substance satisfactory to Investor, Assignee and their counsel;

(f) The Company shall pay any and all costs, fees and expenses of Investor and Assignee (including without limitation, attorneys' fees and disbursements) in connection with this Amendment and the transactions contemplated hereby;

(g) Investor and Assignee shall have completed a due diligence investigation of the Company in scope, and with results, satisfactory to the Investor and Assignee; and

(h) The Company, Investor and Assignee shall have completed and obtained all internal approvals with respect to this Amendment, including but not limited to the approvals of the Investor's and Assignee's respective investment committees and of the Company's board of directors.

4. Additional Terms and Covenants.

(a) Notwithstanding anything to the contrary in the Transaction Documents, all outstanding amounts due to the Investor and Assignee under the Transaction Documents shall be immediately due and payable if the Company receives an offer from another person or entity with respect to a Major Transaction, the Investor notifies the Company that such offer is satisfactory to the Investor (in its sole discretion), and either (i) the Board of Directors of the Company does not approve such Major Transaction within ten (10) days of the Company's receipt of such notice from the Investor, (ii) if such Major Transaction is subject to stockholder approval, the Company does not file a preliminary proxy statement with the SEC within fifteen (15) days of the Company's receipt of such notice from the Investor or (iii) if such Major Transaction is subject to stockholder approval, the stockholders of the Company do not approve such Major Transaction within ninety (90) days of the Company's receipt of such notice from the Investor, that the Company shall be obligated to immediately forward to the Investor any offer that the Company receives with respect to any Major Transaction.

(b) Notwithstanding anything to the contrary in the Transaction Documents, the Company shall provide not less than thirty (30) business days' written notice to the Investor and Assignee, as applicable, of the Company's intent to repay all or any portion of the principal, interest and other amounts outstanding under the Notes. Following receipt of any such notice, Investor and Assignee shall have the option to convert all or any portion of Notes in accordance with the applicable conversion terms of the applicable Note.

(c) Notwithstanding anything to the contrary in the Transaction Documents, each Note, plus all accrued and unpaid interest thereon at the time of any conversion, may be converted at the option of the Investor or Assignee, as applicable, at any time and from time to time into such number of shares of the applicable preferred stock of the Company, upon one (1) business day's notice to the Company. Upon Assignee's conversion of the March 2009 Note, the shares of preferred stock shall be issued to the Assignee or any designee(s) of Assignee.

(d) Notwithstanding anything to the contrary in the Transaction Documents, the Company shall pay all outstanding principal and accrued and unpaid interest under the Notes on the Maturity Date.

(e) Notwithstanding anything to the contrary in the Transaction Documents, on and following the Amendment Date, the Company agrees it will not, and will not permit any

Subsidiary to, enter into, create, incur, assume, suffer, become or be liable for in any manner, or permit to exist, any indebtedness, or guarantee, assume, endorse or otherwise become responsible for (directly or indirectly), any indebtedness, performance or obligations of any other Person. Failure of the Company to comply with, or any breach by the Company of, this clause (e) shall be an immediate Event of Default under the Transaction Documents.

(f) Notwithstanding anything to the contrary in the Transaction Documents, the Company shall be obligated to provide the Investor and Assignee with written notice of the anticipated record date with respect to any Major Transaction at least five (5) Business Days prior to such record date. Failure of the Company to comply with, or any breach by the Company of, this clause (f) shall be an immediate Event of Default under the Transaction Documents.

(g) Notwithstanding anything to the contrary in the Transaction Documents, the Company shall not amend any terms of the Series H Convertible Preferred Stock of the Company, the Series I Convertible Preferred Stock of the Company and/or the Series J Convertible Preferred Stock of the Company, in each case without the prior written consent of the Investor. Failure of the Company to comply with, or any breach by the Company of, this clause (g) shall be an immediate Event of Default under the Transaction Documents.

(h) Notwithstanding anything to the contrary in the Transaction Documents, the Company shall not issue any shares of Series H Convertible Preferred Stock, Series I Convertible Preferred Stock or Series J Convertible Preferred Stock of, other than upon the conversion of the March 2009 Note, the September 2012 Note and the February 2013 Note or with the prior written consent of the Investor. Failure of the Company to comply with, or any breach by the Company of, this clause (h) shall be an immediate Event of Default under the Transaction Documents.

5. Post-Closing Obligations. The Company agrees to deliver, or cause to be delivered, to the Investor and Assignee, the items described below on or before the dates specified with respect to such items, or such later dates as may be agreed to by the Investor and Assignee in their reasonable discretion. Failure of the Company to deliver any of the items below on the date required therefor shall be an immediate Event of Default under the Transaction Documents:

(a) On or before five (5) Business Days from the Amendment Date, deliver to the Investor and Assignee a favorable opinion of Engel & Schultz, P.C., counsel to the Company, addressed to the Investor and Assignee, addressing certain matters with respect to the voting rights of the Company□outstanding convertible preferred stock (including an opinion that (i) the only stockholder vote required to approve a merger of the Company with or into another person or entity is a two-thirds majority of all shares of the Company and that, for these purposes, any shares of voting preferred stock that, pursuant to their certificates of designation (as amended pursuant to the documents contemplated by this Amendment), entitle their holders to vote on an as-converted basis and together with the common stock shall be counted in such two-thirds vote on an as-converted basis and (ii) no separate class vote of the Company□common stock is required for such a merger), in form and substance satisfactory to the Investor and Assignee; and

(b) On or before fifteen (15) days from the Amendment Date, deliver to Investor the Updated Disclosure Schedules, in form and substance satisfactory to Investor.

6. Consent to Amendment to Second Lien Documents. First Lien Agent, on behalf of the First Lien Creditors, hereby consents to this Amendment and the terms and provisions contained herein.

7. No Waiver. Each of the Investor and Assignee, as applicable, reserves all of its rights and remedies arising with respect to any and all defaults or events of defaults under the Transaction Documents that may be in existence on the date hereof, regardless of whether such defaults or events of default have been identified, or which may occur in the future. Each of the Investor and the Assignee has not modified, is not waiving and has not agreed to forbear in the exercise of, any of its present or future rights and remedies. No action taken or claimed to be taken by Investor or Assignee will constitute such a waiver, modification or agreement to forbear. This Amendment does not obligate Investor or Assignee to agree to any other extension or modification of the Transaction Documents nor does it constitute a course of conduct or dealing on behalf of Investor or Assignee or a waiver of any other rights or remedies of Investor or Assignee except as and only to the extent expressly set forth herein. No omission or delay by Investor or Assignee in exercising any right or power under the Transaction Documents, this Amendment or any related instruments, agreements or documents will impair such right or power or be construed to be a waiver of any default or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and no waiver will be valid unless in writing and then only to the extent specified.

8. Ratification of Loan Documents. Except as expressly set forth herein, all of the terms and conditions of the Purchase Agreement, the Credit Agreement and the other Transaction Documents are hereby ratified and confirmed and continue unchanged and in full force and effect. All references to any of the Transaction Documents shall mean the applicable Transaction Document as modified by this Amendment and all references to the Note or Notes in any of the Transaction Documents shall mean, collectively, the Notes as modified herein.

9. Confirmation of Indebtedness. The Company confirms and acknowledges that as of the close of business on March 31, 2016, Company was indebted to Investor without any deduction, defense, setoff, claim or counterclaim, of any nature, in the aggregate principal and interest in the amount of $65,042,673.86 of which $5,283,754.56 is due on account of the March 2009 Note, $2,112,165.82 is due on account of the July 2009 Note, $21,153,298.43 is due on account of Advances (as defined in the Credit Agreement), $18,970,000.00 is due on account of the September 2012 Note, and $17,523,455.05 is due on account of the February 2013 Note plus all fees, costs and expenses incurred to date in connection with the Purchase Agreement, the Credit Agreement and the other Transaction Documents.

10. Collateral. The Company and Guarantors hereby confirm and agree that all security interests and liens granted to Investor and Assignee pursuant to the Transaction Documents continue in full force and effect and shall continue to secure the Obligations (as defined in the Security Agreements (as defined in the Purchase Agreement and as defined in the Credit Agreement)), including all liabilities and obligations (primary, secondary, direct,

contingent, sole, joint or several) due or to become due, or that are now or may be hereafter contracted or acquired, or owing, under the Notes and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith, in each case, whether now or hereafter existing, voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Investor and/or Assignee as a preference, fraudulent transfer or otherwise as such obligations may be amended, supplemented, converted, extended or modified from time to time.

11. Acknowledgment of Guarantors. By execution of this Amendment, each Guarantor hereby acknowledges the terms and conditions of this Amendment and confirms that the Guarantors jointly and severally and absolutely and unconditionally guarantee, as surety, all of the Secured Obligations (as defined in the Guaranty from Guarantors to Investor dated December 10, 2008 and in the Guaranty from Guarantors to Investor dated September 4, 2009 (each, a "**Guaranty**")) including all liabilities and obligations (primary, secondary, direct, contingent, sole, joint or several) due or to become due, or that are now or may be hereafter contracted or acquired, or owing, under the Notes and covenants that each such Guaranty remains unchanged and in full force and effect and shall continue to cover the existing and future Obligations of Company to Investor and Assignee.

12. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any of the conflicts of law principles which would result in the application of the substantive law of another jurisdiction. This Amendment shall not be interpreted or construed with any presumption against the party causing this Amendment to be drafted.

13. Signatories. Each individual signatory hereto represents and warrants that he or she is duly authorized to execute this Amendment on behalf of his or her principal and that he or she executes the Amendment in such capacity and not as a party.

14. Duplicate Originals. Two or more duplicate originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed in counterparts, all of which counterparts taken together shall constitute one completed fully executed document. Signature by facsimile or PDF shall bind the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

COMPANY:

IMPLANT SCIENCES CORPORATION

By: _____
Name: William McGann
Title: CEO

GUARANTORS:

C ACQUISITION CORP.

By: _____
Name: William McGann
Title: President

ACCUREL SYSTEMS INTERNATIONAL CORPORATION

By: _____
Name: William McGann
Title: President

IMX ACQUISITION CORP.

By: _____
Name: William McGann
Title: President

INVESTOR: **DMRJ GROUP LLC**

By: _____
Name:
Title:

ASSIGNEE: **MONTSANT PARTNERS LLC**

By: _____
Name:
Title:

FIRST LIEN AGENT: **BAM ADMINISTRATIVE SERVICES LLC**

By: _____
Name:
Title:

INVESTOR: **DMRJ GROUP LLC**

By:_____
Name:
Title:

ASSIGNEE: **MONTSANT PARTNERS LLC**

By:_____
Name:
Title:

FIRST LIEN AGENT: **BAM ADMINISTRATIVE SERVICES LLC**

By:_____
Name: Dhruv Narain
Title: Authorized Signatory

EXHIBIT A

IMPLANT SCIENCES CORPORATION

AMENDMENT TO TERMS OF

SERIES H CONVERTIBLE PREFERRED STOCK

The terms of the Series H Convertible Preferred Stock (the "Series H Preferred Stock") of Implant Sciences Corporation, a Massachusetts corporation (the "Corporation"), as originally set forth in Exhibit A of the Articles of Amendment of the Corporation adopted by the Corporation on September 4, 2012 are hereby amended as follows:

1. The number of shares of authorized and unissued Preferred Stock, par value $0.10 per share (the "Preferred Stock"), of the Corporation designated as Series H Preferred Stock shall be increased from 15,000 shares to 22,500 shares.

2. The first sentence of Section 2.1 is hereby deleted in its entirety and replaced with the following sentence: "From and after July 1, 2016 (and, for the avoidance of doubt, including July 1, 2016), the holders of the Series H Preferred Stock shall be entitled to receive, prior in preference to the holders of any Junior Stock, out of funds legally available therefor, dividends on each share of Series H Preferred Stock at a rate equal to fifteen percent (15%) of the Series H Original Issue Price thereof per annum plus all accumulated and unpaid dividends thereon payable when, as and if declared by the Corporation's Board of Directors or upon a Liquidation Event, redemption, repurchase or conversion of the Series H Preferred Stock ("Dividend Payment Event")."

3. Section 2.1 is hereby further amended to add the following as a new paragraph at the end thereof: "Notwithstanding the foregoing, if any of the representations, warranties or agreements set forth in that certain Comfort Letter, effective March 31, 2016, from the Corporation to DMRJ Group LLC and Montsant Partners LLC is or becomes breached or is or becomes false or misleading in any respect, then the dividend rate otherwise applicable hereunder, as set forth in the preceding paragraph, shall be increased by an additional fourteen percent (14%) per annum (prorated for partial years), not to exceed the maximum amount (if any) permitted by law."

4. The first sentence of Section 3.1 is hereby deleted in its entirety and replaced with the following sentence: "Subject to the preferences that may be applicable to any other Series of Preferred Stock then outstanding, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), the holders of shares of Series H Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Junior Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series H Original Issue Price (as defined below), plus any accrued but unpaid dividends thereon, whether or not declared, and (ii) such amount per share as would have been payable had all shares of Series H Preferred Stock been converted into Common Stock pursuant to Section 5 immediately prior to such Liquidation Event."

5. Section 4.1 is hereby amended to add the following at the end thereof: "Notwithstanding the foregoing, with respect to any Major Transaction (as defined below) that is approved by the Corporation's board of directors and presented to the stockholders of the Corporation for their

action or consideration at any meeting of stockholders of the Corporation (or, if applicable, by written consent of stockholders in lieu of meeting) (a "Major Transaction Stockholder Vote"), each holder of outstanding shares of Series H Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series H Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter (irrespective of whether any such conversion would result in economic gain or loss to the holder) and shall be entitled to notice of any such meeting of stockholders in accordance with the By-Laws of the Corporation. Except as provided by law or as otherwise provided herein, with respect to any Major Transaction Stockholder Vote, holders of Series H Preferred Stock shall vote together with the holders of Common Stock as a single class."

6. Section 5.5 is hereby deleted in its entirety and replaced with the following: "Notice of Major Transaction. The Corporation shall be obligated to provide each holder of Series H Preferred Stock with written notice of the anticipated record date with respect to any Major Transaction at least five (5) business days prior to such record date. For these purposes, "Major Transaction" means (i) the consolidation, merger or other business combination of the Corporation with or into another entity or person (other than (x) pursuant to a migratory merger effected solely for the purpose of changing the jurisdiction of incorporation of the Corporation or (y) a consolidation, merger or other business combination in which holders of the Corporation's voting power immediately prior to the transaction continue after the transaction to hold, directly or indirectly, the voting power of the surviving entity or entities necessary to elect a majority of the members of the board of directors (or their equivalent if other than a corporation) of such entity or entities); (ii) the sale or transfer of more than fifty percent (50%) of the Corporation's assets (based on the fair market value as determined in good faith by the Board of Directors) other than inventory in the ordinary course of business in one or a related series of transactions; or (iii) the closing of a purchase, tender or exchange offer made to the holders of more than fifty percent (50%) of the outstanding shares of Common Stock in which more than fifty percent (50%) of the outstanding shares of Common Stock were tendered and accepted."

EXHIBIT B

IMPLANT SCIENCES CORPORATION

AMENDMENT TO TERMS OF

SERIES I CONVERTIBLE PREFERRED STOCK

The terms of the Series I Convertible Preferred Stock (the "Series I Preferred Stock") of Implant Sciences Corporation, a Massachusetts corporation (the "Corporation"), as originally set forth in Exhibit A of the Articles of Amendment of the Corporation adopted by the Corporation on February 27, 2013 are hereby amended as follows:

1. The number of shares of authorized and unissued Preferred Stock, par value $0.10 per share (the "Preferred Stock"), of the Corporation designated as Series I Preferred Stock shall be increased from 15,000 shares to 21,000 shares.

2. The first sentence of Section 2.1 is hereby deleted in its entirety and replaced with the following sentence: "From and after July 1, 2016 (and, for the avoidance of doubt, including July 1, 2016), the holders of the Series I Preferred Stock shall be entitled to receive, prior in preference to the holders of any Junior Stock, out of funds legally available therefor, dividends on each share of Series I Preferred Stock at a rate equal to fifteen percent (15%) of the Series I Original Issue Price thereof per annum plus all accumulated and unpaid dividends thereon payable when, as and if declared by the Corporation's Board of Directors or upon a Liquidation Event, redemption, repurchase or conversion of the Series I Preferred Stock ("Dividend Payment Event")."

3. Section 2.1 is hereby further amended to add the following as a new paragraph at the end thereof: "Notwithstanding the foregoing, if any of the representations, warranties or agreements set forth in that certain Comfort Letter, effective March 31, 2016, from the Corporation to DMRJ Group LLC and Montsant Partners LLC is or becomes breached or is or becomes false or misleading in any respect, then the dividend rate otherwise applicable hereunder, as set forth in the preceding paragraph, shall be increased by an additional fourteen percent (14%) per annum (prorated for partial years), not to exceed the maximum amount (if any) permitted by law."

4. The first sentence of Section 3.1 is hereby deleted in its entirety and replaced with the following sentence: "Subject to the preferences that may be applicable to any other Series of Preferred Stock then outstanding, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), the holders of shares of Series I Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Junior Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series I Original Issue Price (as defined below), plus any accrued but unpaid dividends thereon, whether or not declared, and (ii) such amount per share as would have been payable had all shares of Series I Preferred Stock been converted into Common Stock pursuant to Section 5 immediately prior to such Liquidation Event."

5. Section 4.1 is hereby amended to add the following at the end thereof: "Notwithstanding the foregoing, with respect to any Major Transaction (as defined below) that is approved by the Corporation's board of directors and presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or, if applicable, by

written consent of stockholders in lieu of meeting) (a "Major Transaction Stockholder Vote"), each holder of outstanding shares of Series I Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series I Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter (irrespective of whether any such conversion would result in economic gain or loss to the holder) and shall be entitled to notice of any such meeting of stockholders in accordance with the By-Laws of the Corporation. Except as provided by law or as otherwise provided herein, with respect to any Major Transaction Stockholder Vote, holders of Series I Preferred Stock shall vote together with the holders of Common Stock as a single class."

6. Section 5.5 is hereby deleted in its entirety and replaced with the following: "Notice of Major Transaction. The Corporation shall be obligated to provide each holder of Series I Preferred Stock with written notice of the anticipated record date with respect to any Major Transaction at least five (5) business days prior to such record date. For these purposes, "Major Transaction" means (i) the consolidation, merger or other business combination of the Corporation with or into another entity or person (other than (x) pursuant to a migratory merger effected solely for the purpose of changing the jurisdiction of incorporation of the Corporation or (y) a consolidation, merger or other business combination in which holders of the Corporation's voting power immediately prior to the transaction continue after the transaction to hold, directly or indirectly, the voting power of the surviving entity or entities necessary to elect a majority of the members of the board of directors (or their equivalent if other than a corporation) of such entity or entities); (ii) the sale or transfer of more than fifty percent (50%) of the Corporation's assets (based on the fair market value as determined in good faith by the Board of Directors) other than inventory in the ordinary course of business in one or a related series of transactions; or (iii) the closing of a purchase, tender or exchange offer made to the holders of more than fifty percent (50%) of the outstanding shares of Common Stock in which more than fifty percent (50%) of the outstanding shares of Common Stock were tendered and accepted."

EXHIBIT C

IMPLANT SCIENCES CORPORATION

AMENDMENT TO TERMS OF

SERIES J CONVERTIBLE PREFERRED STOCK

The terms of the Series J Convertible Preferred Stock (the "Series J Preferred Stock") of Implant Sciences Corporation, a Massachusetts corporation (the "Corporation"), as originally set forth in Exhibit B of the Articles of Amendment of the Corporation adopted by the Corporation on February 27, 2013 are hereby amended as follows:

1. The number of shares of authorized and unissued Preferred Stock, par value $0.10 per share (the "Preferred Stock"), of the Corporation designated as Series J Preferred Stock shall be increased from 6,000 shares to 6,500 shares.

2. Section 2 is hereby deleted in its entirety and replaced with the following:

"2. Dividends.

2.1 From and after July 1, 2016 (and, for the avoidance of doubt, including July 1, 2016), the holders of the Series J Preferred Stock shall be entitled to receive, prior in preference to the holders of any Junior Stock, out of funds legally available therefor, dividends on each share of Series J Preferred Stock at a rate equal to fifteen percent (15%) of the Series J Original Issue Price thereof per annum plus all accumulated and unpaid dividends thereon payable when, as and if declared by the Corporation's Board of Directors or upon a Liquidation Event, redemption, repurchase or conversion of the Series J Preferred Stock ("Dividend Payment Event"). Such dividends shall be cumulative. All dividends accruing on the Series J Preferred Stock shall be paid by the issuance of additional shares of Series J Preferred Stock (including fractional shares) in an amount equal in number to the aggregate amount of the dividend to be paid divided by the Series J Original Issue Price ("Accruing Dividend Shares"). When Accruing Dividend Shares are issued pursuant to this Section 2.1, such shares shall be deemed to be validly issued and outstanding and fully paid and non-assessable. The amount of dividends payable per share of Series J Preferred Stock for any period shorter than a full year shall be computed ratably on the basis of twelve (12) thirty (30) day months and a three-hundred sixty (360) day year.

Notwithstanding the foregoing, if any of the representations, warranties or agreements set forth in that certain Comfort Letter, effective March 31, 2016, from the Corporation to DMRJ Group LLC and Montsant Partners LLC is or becomes breached or is or becomes false or misleading in any respect, then the dividend rate otherwise applicable hereunder, as set forth in the preceding paragraph, shall be increased by an additional fourteen percent (14%) per annum (prorated for partial years), not to exceed the maximum amount (if any) permitted by law.

2.2 Subject to the preferences that may be applicable to any other Series of Preferred Stock then outstanding, the Corporation shall not declare, pay or set aside any dividends on any shares of Common Stock unless the holders of the Series J Preferred Stock then outstanding shall simultaneously receive a dividend on each outstanding share of Series J Preferred Stock in an amount at least equal to that dividend per share of Series J Preferred Stock as would equal the product of (i) the dividend payable on each share of Common Stock and (ii) the number of shares

of Common Stock issuable upon conversion of a share of Series J Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend.

3. The first sentence of Section 3.1 is hereby deleted in its entirety and replaced with the following sentence: "Subject to the preferences that may be applicable to any other Series of Preferred Stock then outstanding, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), the holders of shares of Series J Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Junior Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series J Original Issue Price (as defined below), plus any accrued but unpaid dividends thereon, whether or not declared, and (ii) such amount per share as would have been payable had all shares of Series J Preferred Stock been converted into Common Stock pursuant to Section 5 immediately prior to such Liquidation Event."

4. Section 3.1 is also hereby amended by adding the following as the new last sentence thereof: "At the option of holders of a majority of the outstanding Series J Preferred Stock, (i) a consolidation or merger of the Corporation with or into another entity or person, or any other corporate reorganization, in which the stockholders of the Corporation immediately prior to such consolidation, merger or reorganization do not hold at least a majority of the resulting or surviving entities voting power immediately following such consolidation, merger or reorganization (solely in respect of their equity interests), or (ii) a sale or transfer of all or substantially all of the Corporation's assets for cash, securities or other property, shall be deemed to be a Liquidation Event."

5. Section 4.1 is hereby amended to add the following at the end thereof: "Notwithstanding the foregoing, with respect to any Major Transaction (as defined below) that is approved by the Corporation's board of directors and presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or, if applicable, by written consent of stockholders in lieu of meeting) (a "Major Transaction Stockholder Vote"), each holder of outstanding shares of Series J Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series J Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter (irrespective of whether any such conversion would result in economic gain or loss to the holder) and shall be entitled to notice of any such meeting of stockholders in accordance with the By-Laws of the Corporation. Except as provided by law or as otherwise provided herein, with respect to any Major Transaction Stockholder Vote, holders of Series J Preferred Stock shall vote together with the holders of Common Stock as a single class."

6. Section 5.5 is hereby deleted in its entirety and replaced with the following: "Notice of Major Transaction. The Corporation shall be obligated to provide each holder of Series J Preferred Stock with written notice of the anticipated record date with respect to any Major Transaction at least five (5) business days prior to such record date. For these purposes, "Major Transaction" means (i) the consolidation, merger or other business combination of the Corporation with or into another entity or person (other than (x) pursuant to a migratory merger effected solely for the purpose of changing the jurisdiction of incorporation of the Corporation or (y) a consolidation, merger or other business combination in which holders of the Corporation's voting power immediately prior to the transaction continue after the transaction to hold, directly

or indirectly, the voting power of the surviving entity or entities necessary to elect a majority of the members of the board of directors (or their equivalent if other than a corporation) of such entity or entities); (ii) the sale or transfer of more than fifty percent (50%) of the Corporation□s assets (based on the fair market value as determined in good faith by the Board of Directors) other than inventory in the ordinary course of business in one or a related series of transactions; or (iii) the closing of a purchase, tender or exchange offer made to the holders of more than fifty percent (50%) of the outstanding shares of Common Stock in which more than fifty percent (50%) of the outstanding shares of Common Stock were tendered and accepted.□□

EXHIBIT 661

From: Suzanne Horowitz [SHorowitz@platinumlp.com]
Sent: 7/6/2016 8:24:11 PM
To: Mark Nordlicht [mnordlicht@platinumlp.com]; David Levy [dlevy@platinumlp.com]
CC: Harvey Werblowsky [HWerblowsky@platinumlp.com]
Subject: FW: Marcos Katz executed documents
Attachments: ECOPY-5255_Exchange_06-07-2016_10-48-38.pdf; ECOPY-5255_Exchange_06-07-2016_10-50-16.pdf; ECOPY-5255_Exchange_06-07-2016_16-13-13.pdf; MK Agreement March 17 at 7 pm CLEAN_execution_Clean.docx; MK Agreement March 17 at 7 pm CLEAN_execution_Redline.docx; ECOPY-5255_Exchange_06-07-2016_16-46-21.pdf

Dear Mark and David,

Michael Katz just asked me to draft a Cancellation letter under the various Agreements signed by his Grandfather, with the exception of the Swap Agreement which he told me will continue to remain in effect. Can you please confirm this is our understanding/intent internally as well?

I am re-attaching the signed agreements Michael sent to us on June 7th. Please advise if there have been subsequent signature pages sent through but relating to this set, I note the following:

* Bodner, MH, Katz Release Agreement- There was no Katz signature provided

* Katz, Platinum and Nordlicht Parties Release Agreement- There was no Katz signature provided

* Swap Agreement- MK entities signed, Platinum did not

* Main Agreement- MK signed, Platinum did not (we were also confirming the requested changes I believe internally- as set forth in the blackline sent by Michael)

I need additional context please but perhaps in these instances, perhaps we can prepare a confirmation email instead to provide the comfort he is asking for. Let's please discuss the details of the Swap Agreement as well.

Thank you.

Best regards,
Suzanne

Suzanne L. Horowitz | Chief Legal Officer | Platinum Partners
250 West 55th Street, 14th Floor, New York, NY 10019
tel: (212)271-7890 | fax: (212) 582-2424
shorowitz@platinumlp.com<mailto:shorowitz@platinumlp.com>

From: Suzanne Horowitz
Sent: Tuesday, June 07, 2016 5:57 PM
To: David Levy
Cc: Harvey Werblowsky
Subject: RE: Marcos Katz executed documents

2 additional questions-

* How will the Releases work as well? Will Michael now be releasing as well (as Marcos is in the existing docs)?

* Also, if no additional payment is being made (as originally envisioned), actually the question in bullet #3 potentially applies to Marcos Katz's interest as well

SLH

Suzanne L. Horowitz | Chief Legal Officer | Platinum Partners
250 West 55th Street, 14th Floor, New York, NY 10019

tel: (212)271-7890 | fax: (212) 582-2424
shorowitz@platinumlp.com<mailto:shorowitz@platinumlp.com>

From: Suzanne Horowitz
Sent: Tuesday, June 07, 2016 5:20 PM
To: David Levy
Cc: Harvey Werblowsky
Subject: FW: Marcos Katz executed documents

Dear David,

Can we please speak on this when you have a moment (as I am not fully updated on the understanding as discussed)- a few things:

* From a business perspective, did we agree to the revised percentage Michael now added to the Agreement re: (i) Marcos Katz at 10% (v. the 7.5% previously drafted) and (ii) the addition of Michael Katz as a 2.5% member?

* Just a reminder, depending on what entity either one comes in as, they will likely need to be listed on Schedule A of our Form ADV (unless they come in through Mark's trust as we did with Stadtmauer).

* I am not sure if the granting of the interest for potentially no consideration causes any tax (or other) issues for us.

* Note that 2 of the Agreements were not signed by the Katz entities yet

* Is Section 1.2 of the Agreement meant to be non-diluted for Michael's interest as well (as currently drafted)?

* Are we also including Michael's interest in Sections 1.3 and 1.4 as well?

* Other sections and how they relate now to Michael's interest - i.e. indemnification, D&O coverage

* The dates are mostly stale as it has been months since we signed them- to discuss how to address

* Can we still grant Marcos' interest as of January 1st now that it's June (tax/accounting question)

* Section1.6- now that Victor may be coming in- how will this work?

We can chat on the rest. Thanks!

Best,
Suzanne

Suzanne L. Horowitz | Chief Legal Officer | Platinum Partners
250 West 55th Street, 14th Floor, New York, NY 10019
tel: (212)271-7890 | fax: (212) 582-2424
shorowitz@platinumlp.com<mailto:shorowitz@platinumlp.com>

From: Michael Katz
Sent: Tuesday, June 07, 2016 4:51 PM
To: Suzanne Horowitz
Cc: Mark Nordlicht; David Levy
Subject: Marcos Katz executed documents

Suzanne,

Attaching the executed documents. As discussed verbally with Mark the main agreement has two changes which I'm also attaching in redline and clean versions. Please send fully executed versions to Isaac Neuberger or to me and I'll fw on.

Thanks,

Michael

RELEASE AGREEMENT

(Katz, Platinum and the Nordlicht Parties)

THIS RELEASE AGREEMENT (this "**Agreement**") is made effective as of this 20th day of March, 2016 ("**Effective Date**") by and among (i) Platinum Management (NY) LLC, Platinum Credit Management LP, Platinum Liquid Opportunity Management (NY) LLC, Centurion Credit Management, LLC, and their respective affiliates (collectively referred to herein as "**Platinum Management**"); (ii) Mark Nordlicht ("**Nordlicht**") individually and as Trustee of one or more of the Mark Nordlicht Grantor Trust, the Mark Nordlicht Grantor Trust I and the Mark Nordlicht Grantor Trust II (the "**Trust**" and together with Nordlicht, the "**Nordlicht Parties**"); (iii) Marcos Katz ("**Katz**"); (iv) Bernard Fuchs ("**Fuchs**"); and (v) Uri Landesman ("**Landesman**"). Platinum, Katz, Fuchs and Landesman are sometimes referred to herein collectively as the "**Parties**," and each a "**Party**."

RECITALS

A. Platinum Management is responsible for the management of Platinum Partners Value Arbitrage Fund LP, Platinum Partners Credit Opportunities Fund LP, Platinum Liquid Opportunity Fund LP and certain other advised funds (collectively, the "**Platinum Funds,**" and together with Platinum Management, "**Platinum**").

B. Katz, either individually or through entities controlled by him, is an investor and limited partner in the Platinum Funds.

C. The Parties are willing to provide certain releases of claims on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. General Releases.

(a) By Platinum and the Nordlicht Parties. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, each of Platinum, the Nordlicht Parties, Fuchs and Landesman individually and on behalf of their respective successors, assigns, personal representatives and affiliated entities, hereby fully, finally, forever and unconditionally waives, releases, and discharges Katz and his predecessors, successors, assignors or assignees, heirs, executors and administrators, and any entity controlled by any of them, and with respect to each such entity, each of their respective present and former directors, officers, employees, agents, attorneys, representatives and direct or indirect shareholders, each in their capacities as such, each of whom is an intended third-party beneficiary of this Section 1, of and from any and all manner of actions, causes of action, suits, obligations, debts, liabilities, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions, claims and demands whatsoever, whether in law or in equity, whether known, unknown, or hereafter becoming known, foreseen or unforeseen, suspected or unsuspected, liquidated or unliquidated, contingent or noncontingent, asserted or

unasserted, matured or unmatured, whether direct or indirect, individual, class, derivative, representative or other capacity, existing or hereafter arising, in law or in equity or otherwise that have been or could have been or in the future could be or might be asserted (whether directly or derivatively) that are based in whole or in part on any act or omission, transaction, event in connection in any manner whatsoever with Platinum, from the beginning of the world to the Effective Date.

(b) By Katz. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Katz, on behalf of himself and his respective successors, assigns, personal representatives and affiliated entities (the "**Katz Releasors**"), hereby fully, finally, forever and unconditionally waives, releases, and discharges each of Platinum, the Nordlicht Parties, Fuchs and Landesman, and each of their respective predecessors, successors, assignors or assignees, heirs, executors and administrators (as applicable), and any entity controlled by any of them, and with respect to each of the foregoing that is an entity, each of their respective parents and subsidiaries, and each of the respective present and former directors, officers, employees, agents, attorneys, representatives and direct or indirect shareholders of any of them, each in their capacities as such, each of whom is an intended third-party beneficiary of this Section 1, of and from any and all manner of actions, causes of action, suits, obligations, debts, liabilities, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions, claims and demands whatsoever, whether in law or in equity, whether known, unknown, or hereafter becoming known, foreseen or unforeseen, suspected or unsuspected, liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, matured or unmatured, whether direct or indirect, individual, class, derivative, representative or other capacity, existing or hereafter arising, in law or in equity or otherwise that have been or could have been or in the future could be or might be asserted (whether directly or derivatively) that are based in whole or in part on any act or omission, transaction, or event in connection in any manner whatsoever with Platinum, from the beginning of the world to the Effective Date; provided, however, that nothing in this release shall constitute a waiver, release or discharge of (i) any limited partnership interest in the Platinum Funds owned by the Katz Releasors; (ii) any rights of the Katz Releasors based upon acts or omissions that occur after the Effective Date; (iii) any rights that the Katz Releasors may have as limited partners of the Platinum Funds in connection with any claim or action that may be asserted on behalf of all limited partners of the Platinum Funds by a receiver, trustee or other court-appointed fiduciary; (iv) claims that the Katz Releasors may have against Platinum and/or the Nordlicht Parties arising from the Platinum Funds' release in Section 3(b) of that other release agreement dated as of this date between and among the principals of Platinum Management; or (v) the Katz Releasors' rights under this Agreement or those other agreements executed as of this same date and which are appended hereto as **Exhibit A**.

2. Miscellaneous.

(a) Notices. Any notices or other communications required or permitted hereunder shall be in writing and shall be considered to have been duly given, when received, if delivered by hand, overnight courier, facsimile, and, when deposited, if placed in the mail for delivery by air mail, postage prepaid, addressed to the appropriate party at his or its address provided in writing to the Parties to this Agreement (however, any such notice shall not be

effective, if mailed, until three (3) business days after depositing in the mail or when actually received, whichever occurs first):

If to Platinum, the Nordlicht Parties, Landesman or Fuchs to:
c/o Suzanne Horowitz
250 West 55th Street
14th Floor
New York, New York 10019
Phone: (212) 582-2222
Facsimile: (212) 582-2424
E-Mail: shorowitz@platinumlp.com

If to Katz, to:

150 Central Park South
Apartment 2901
New York, NY 10019
mkatzmx@gmail.com

With a copy to:
Isaac M. Neuberger, Esq.
Neuberger, Quinn, Gielen, Rubin & Gibber, P.A.
One South Street, 27th Floor
Baltimore, Maryland 21202
imn@nqgrg.com

(b) Authority. Each person executing this Agreement represents that he or she has full authority from, and legal power to do so on behalf of, the respective Party, subject to such court approvals as are provided for herein.

(c) Succession and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

(d) Governing Law and Amendments. This Agreement shall be governed by the laws of the State of New York without regard to its choice of law rules and may not be altered, modified, terminated, or any of its provisions waived except by written agreement signed by the respective counsel for the Parties.

(e) Consent to Arbitration. By its execution and delivery of this Agreement, each of the Parties irrevocably and unconditionally agrees that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before one (1) arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Furthermore, each of the Parties irrevocably and unconditionally agrees that:

(i) the venue of the arbitration shall be New York City, borough of Manhattan;

(ii) the arbitration shall be conducted in English; and

(iii) the American Arbitration Association Rules for Emergency Measures of Protection shall apply to the proceedings.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and when taken together, shall be considered one and the same binding agreement.

(g) Acceptance of Facsimile and Email Signatures. Delivery of an executed signature page of this Agreement by facsimile transmission or email shall be as effective as delivery of a manually executed counterpart hereof.

(h) Headings to be Disregarded. The headings used throughout this Agreement are for the convenience of the reader only; they are not substantive terms of this Agreement and shall be disregarded for all purposes of interpreting, construing and/or enforcing this Agreement.

(i) Neutral Interpretation. The Parties each represent and warrant that they are represented by legal counsel of their choice (if they wish), are fully aware of the terms contained in this Agreement and have voluntarily and without coercion or duress of any kind entered into this Agreement and the documents executed in connection with this Agreement to which they are a party. The Parties negotiated the form and substance of this Agreement and no party to this Agreement, nor any third party, shall be permitted to assert that any provision of this Agreement shall be construed in favor of or against such party to this Agreement as a result of such party(ies) participation in the drafting of this Agreement.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have executed and deliver this Agreement as of the date first written above.

Platinum Management (NY) LLC

By: Mark Nordlicht
Name:
Title:

Platinum Credit Management LP

By: Mark Nordlicht
Name:
Title:

Platinum Liquid Opportunity Management (NY) LLC

By: Mark Nordlicht
Name:
Title:

Centurion Credit Management LLC

By: Mark Nordlicht
Name:
Title:

Bernard Fuchs

Bernard Fuchs

Mark Nordlicht Grantor Trust, Mark Nordlicht Grantor Trust I and Mark Nordlicht Grantor Trust II

By: Mark Nordlicht
Name:
Title:

Mark Nordlicht

Mark Nordlicht

Marcos Katz

Uri Landesman

24962201

EXHIBIT 662

INTENTIONALLY OMITTED

EXHIBIT 663

INTENTIONALLY OMITTED

EXHIBIT 664

INTENTIONALLY OMITTED

EXHIBIT 665

INTENTIONALLY OMITTED

EXHIBIT 666

REDACTED

EXHIBIT 667

REDACTED

EXHIBIT 668

REDACTED

EXHIBIT 669

INTENTIONALLY OMITTED

EXHIBIT 670

INTENTIONALLY OMITTED

EXHIBIT 671

INTENTIONALLY OMITTED

EXHIBIT 672

INTENTIONALLY OMITTED

EXHIBIT 673

INTENTIONALLY OMITTED

EXHIBIT 674

INTENTIONALLY OMITTED

EXHIBIT 675

REDACTED