

SHARTSIS FRIESE LLP
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Attorneys for Defendants JOHN V. BIVONA,
SADDLE RIVER ADVISORS LLC and
ANNE BIVONA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

JOHN V. BIVONA, SADDLE RIVER
ADVISORS LLC; SRA MANAGEMENT
ASSOCIATES, LLC; FRANK GREGORY
MAZZOLA,

Defendants,
and

SRA I LLC; SRA II LLC; SRA III LLC;
FELIX INVESTMENTS, LLC;
MICHELE J. MAZZOLA; ANNE
BIVONA; CLEAR SAILING GROUP IV
LLC; CLEAR SAILING GROUP V LLC,

Relief
Defendants.

Case No. 3:16-cv-01386-EMC

**DECLARATION OF RELIEF
DEFENDANT ANNE BIVONA IN
SUPPORT OF OPPOSITION TO JOINT
MOTION FOR APPROVAL OF THE
PROPOSED JOINT DISTRIBUTION
PLAN**

Hearing Date: August 30, 2017
Time: 10:00 a.m.
Courtroom: 5
Judge: Hon. Edward M. Chen

I, Anne Bivona, declare as follows:

1. I am over the age of 18 and have personal knowledge of the matters stated herein.
If called upon to testify, I could and would competently testify under oath thereto.

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2. In late 2014 I lent \$1.4 million of my own, separate assets to the Saddle River funds to complete a purchase of shares for the funds and their investors. I lent the money with the expectation that I would be repaid when the funds had the money to repay me.

3. The money I lent came from an investment account I have and which had been funded back in 1982. The money used to fund that account at the time were from my employment, my parents, and insurance proceeds. The funds in that account have no connection with the matters or entities in this case and the funds had been placed in that account well before the time of the matters alleged in the SEC’s Complaint. In November of 2016 I produced to the SEC copies of my IRS Forms K-1 for the account going back to 2008 (all that are in my possession) showing no money being deposited in the account and showing the \$1.4 million withdrawal for the loan. These documents are pages AB000073-AB000080 of Exhibit 2 to this Declaration (see paragraph 5, below).

4. I did receive some payments to repay the loan, but it has not been completely repaid. I believe there is currently about \$200,000 that I am still owed for that loan.

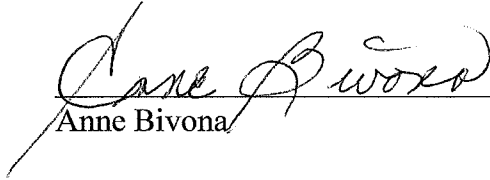
5. On November 29, 2016, I responded to the SEC’s document requests with documents and a narrative explanation of the loan I made and the documents supporting it. A true and correct copy of my response to the SEC is attached as Exhibit 1. The narrative explanation of the loan is found on pages 4 and 5 (request number 3) and on page 9 (requests 13 - 15). The documents produced to the SEC at that time and relevant to this subject were marked AB000052 through AB000080. True and correct copies of those documents are attached as Exhibit 2 to this declaration.

6. The loan I made was referenced in the Answer dated June 7, 2016, that I filed in this case. At page 8 of that Answer, I note that I had lent money that has been only partially repaid, and that I am still owed money.

7. In my Answer I denied knowledge that anyone had done anything illegal in connection with the matters in the SEC’s Complaint. My responses in the Answer remain true.

I declare, under penalty of perjury of the laws of the United States that the foregoing is

1 true and correct and was executed by me at 3437 Winding Oaks Dr. Florida on August 22,
2 2017.

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4 
Anne Bivona

5 08755\001\8039377.v1

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EXHIBIT 1

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9 Attorneys for Defendants JOHN V. BIVONA,
10 SADDLE RIVER ADVISORS LLC and
11 ANNE BIVONA

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 SECURITIES AND EXCHANGE
16 COMMISSION,

17 Plaintiff,

18 v.

19 JOHN V. BIVONA, SADDLE RIVER
20 ADVISORS LLC; SRA MANAGEMENT
21 ASSOCIATES, LLC; FRANK GREGORY
22 MAZZOLA,

23 Defendants, and

24 SRA I LLC; SRA II LLC; SRA III LLC;
25 FELIX INVESTMENTS, LLC; MICHELE
26 J. MAZZOLA; ANNE BIVONA; CLEAR
27 SAILING GROUP IV LLC; CLEAR
28 SAILING GROUP V LLC,

Relief
Defendants.

Case No. 3:16-cv-01386-EMC

**RELIEF DEFENDANT ANNE BIVONA'S
RESPONSE TO REQUEST FOR
PRODUCTION AND INSPECTION OF
DOCUMENTS (SET 1, NOS. 1-21)**

PROPOUNDING PARTY: Securities and Exchange Commission
RESPONDING PARTY: Relief Defendant Anne Bivona
SET NUMBER: One

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Relief Defendant

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1 Anne Bivona (“Relief Defendant” or “Mrs. Bivona”) hereby responds to Plaintiff Securities and
2 Exchange Commission’s (“Commission”) Request for Production and Inspection of Documents
3 (Set One) as follows:

4 **PRELIMINARY STATEMENT**

5 1. The following responses are made solely for the purposes of, and in relation to,
6 this litigation. Each response is given subject to all appropriate objections, including, but not
7 limited to, objections concerning competency, relevancy, materiality, propriety and admissibility,
8 that would require the exclusion in court of any statement contained herein, or any statement
9 contained herein made by a witness present testifying in court. All such objections and grounds
10 therefore are reserved and may be interposed at the time of trial.

11 2. Mrs. Bivona has not completed her investigation of facts, witnesses or documents
12 relating to this case, has not completed discovery in this action, has not completed analysis of
13 available data, and has not completed preparations for trial. The responses set forth herein are
14 true and correct to the best of her knowledge as of this date and reflect a good faith effort to
15 locate responsive documents. The responses contained herein are necessarily made without
16 prejudice to her right to produce evidence of subsequently discovered documents or witnesses, as
17 well as in response to any new theories or contentions that the Commission might adopt. These
18 responses are further given without any prejudice to her right to provide information concerning
19 facts, witnesses, or documents omitted by these responses as a result of oversight, inadvertence,
20 good faith error, or mistake.

21 **GENERAL OBJECTIONS**

22 Each and every Request is subject to the general objections set forth below, in addition to
23 the specific objections and limitations set forth in the respective responses.

24 1. Mrs. Bivona objects to the Requests because they make no effort to exclude from
25 their reach documents that are protected by the attorney-client privilege, or other applicable
26 privileges, doctrines, or protections. No information covered by any privilege or protection shall
27 be disclosed, and any production of any privileged or protected material is inadvertent.

2. These objections and responses are given without prejudice to Mrs. Bivona's right to submit supplementary or amended objections and responses to the Requests.

RESPONSES TO THE REQUESTS

Request For Production No. 1:

Produce documents sufficient to show all bank and brokerage accounts for which you have had signatory authority, or for which you have had a beneficiary interest since January 1, 2011.

Response To Request No. 1:

Responsive documents are being produced herewith and have been marked AB000001 through AB000026.

Request For Production No. 2:

Produce all documents, and all electronically stored information, that refer or relate to all loans or payments made by you to John Bivona, or loans or payments made on his behalf, since January 1, 2011, including, but not limited to, all documents showing the purported bases for the loans or payments, the purpose for the loans or payments, the terms of such loans or payments, and the origin(s) of funds used for the payments.

Response To Request No. 2:

Responsive documents are being produced herewith and have been marked AB000027 through AB000051. Except for what is produced, there are no documents that have been located describing why the payments were made. To the best of Mrs. Bivona's recollection, the \$200,000 payment on January 24, 2012, was for a loan to a company called Exitus.

Request For Production No. 3:

Produce all documents, and all electronically stored information, that refer or relate to all loans or payments made by you to Saddle River, SRA Management, or the SRA Funds, or loans or payments made on their behalf, since January 1, 2011, including, but not limited to, all documents showing the purported bases for the loans or payments, the purpose for the loans or payments, the terms of such loans or payments, and the origin(s) of funds used for the payments.

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Response To Request No. 3:

Responsive documents are being produced herewith and have been marked AB000052 through AB000080. In late 2014 it was believed that approximately \$1.4 million was needed to complete a purchase of Alibaba shares for the SRA funds (ultimately, only slightly less than \$500,000 was needed to complete the purchase). Anne Bivona agreed to lend SRA the money to complete the purchase, with the expectation of being repaid once other funds were available to SRA. The assets Mrs. Bivona used for the loan were in an investment account with Yorkshire Associates, an investment account that had grown over the years from her initial and only investment in 1982. However, redemptions can be made from Yorkshire only at year end and therefore the funds would not be available until early January 2015. Since it was anticipated that the money would be needed before January 2015, a bridge loan from the Jurists was arranged until Mrs. Bivona's funds from Yorkshire were available. Thus, in December 2014 David Jurist provided \$1.4 million to SRA through Mr. Bivona's bank account. Mr. Jurist was repaid from Mrs. Bivona's bank account on January 12, 2015, after she had received the \$1.4 million from Yorkshire Associated on January 8, 2015.

Mrs. Bivona has been repaid \$1,201,667 and a balance of \$198,333 remains to be paid to her. Mrs. Bivona's loan was repaid in-part with the following payments:

1. \$112,000 on December 23, 2014, from Mr. Bivona's Attorney's Escrow account at Valley National Bank (#41640179) - the account to which the \$1.4 was originally transferred. This repayment occurred when it was believed that only \$1.3 million was needed (not the \$1.4 million originally thought), and represented \$100,000 of principal and interest of \$12,000.
2. \$300,000 on January 30, 2015, from Mr. Bivona's Attorney's Escrow account at Valley National Bank (#41640179) to Sichenzia Ross for a non-fund related purpose and therefore treated as a repayment of the loan to Mrs. Bivona.
3. \$155,667 on February 12, 2015, from Mr. Bivona's Attorney's Escrow account Valley National Bank (#41640179).
4. \$504,000 on March 17, 2015, from Mr. Bivona's Attorney's Escrow account

1 Valley National Bank (#41640179).

2 5. \$50,000 on May 20, 2015, from SRA Management Associates LLC account at
3 TD Bank (#4316038771).

4 6. \$50,000 on July 7, 2015, from SRA Management Associates LLC account at TD
5 Bank (#4316038771).

6 7. \$15,000 on November 13, 2015, from SRA Management Associates LLC
7 account at TD Bank (#4316038771).

8 8. \$15,000 on March 16, 2016, from Saddle River General Account at TD Bank
9 (#4316038846).

10 The documents enclosed are the following:

11 A. Note from Anne Bivona to Alice and David Jurist for \$1,400,000.

12 B. Note from SRA Management Associates to Anne Bivona for \$1,400,000.

13 C. VNB statement reflecting \$1,400,000 to Bivona Escrow from David Jurist on
14 12/11/2014.

15 D. Haven Bank statement reflecting \$1,400,000 from Yorkshire to Anne Bivona on
16 1/8/2015.

17 E. Haven Bank statement reflecting \$1,400,000 wire out of Anne Bivona's account
18 (to David Jurist) on 1/12/2015.

19 F. Wire instructions showing payment of \$1,400,000 from Anne Bivona's account to
20 David Jurist on 1/12/2015.

21 G. Forms K-1 from Yorkshire Associates back to 2008 (all that are in Ms. Bivona's
22 possession) showing no capital contributions for the past 8 years (Box L). Note that the 2015 K-
23 1 shows the withdrawal of the \$1.4 million.

24 **Request For Production No. 4:**

25 Produce all documents, and all electronically stored information, that refer or relate to all
26 loans or payments made by you to Clear Sailing or David Jurist, or loans or payments made on
27 their behalf, since January 1, 2011, including, but not limited to, all documents showing the
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1 purported bases for the loans or payments, the purpose for the loans or payments, the terms of
2 such loans or payments, and the origin(s) of funds used for the payments.

3 **Response To Request No. 4:**

4 Responsive documents are being produced herewith and have been marked AB000081
5 through AB000098. It was Mrs. Bivona's understanding that these loans were for the business
6 of Clear Sailing Group, and were made from the proceeds received in repayment of her loan to
7 Saddle River Advisors. Mrs. Bivona believes, but is not certain, that the loan to Mr. Jurist on
8 October 23, 2014, was for the purpose of investing in a private company in Colorado.

9 **Request For Production No. 5:**

10 Produce all documents, and all electronically stored information, that refer or relate to all
11 loans or payments made by you to Michele Mazzola or Frank Mazzola, or loans or payments
12 made on their behalf, since January 1, 2011, including, but not limited to, all documents showing
13 the purported bases for the loans or payments, the purpose for the loans or payments, the terms
14 of such loans or payments, and the origin(s) of funds used for the payments.

15 **Response To Request No. 5:**

16 Responsive documents are being produced herewith and have been marked AB000099
17 through AB000101. Mrs. Bivona believes the enclosed documents reflect the only responsive
18 payment. Mrs. Bivona's recollection is that this was a loan that was repaid later.

19 **Request For Production No. 6:**

20 Produce all documents, and all electronically stored information, that refer or relate to the
21 repayment of all or part of the loans referenced in Request Nos. 2-5 above.

22 **Response To Request No. 6:**

23 Responsive documents are being produced herewith and have been marked AB000102
24 through AB000103, in addition to the documents produced in response to Request number 3.
25 Mrs. Bivona believes that approximately \$600,000 of the 2011 loan to Mr. Bivona was repaid
26 but she did not maintain formal records of the repayment.

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1 **Request For Production No. 7:**

2 Produce all documents, and all electronically stored information, that refer or relate to all
3 loans or payments made to you by Saddle River, SRA Management, or the SRA Funds, or loans
4 or payments made on your behalf, since January 1, 2011, including, but not limited to, all
5 documents showing the purported bases for the loans or payments, the purpose for the loans or
6 payments, the terms of such loans or payments, and the origin(s) of funds used for the payments.

7 **Response To Request No. 7:**

8 Responsive documents are being produced herewith and have been marked AB000104
9 through AB000108.

10 **Request For Production No. 8:**

11 Produce all documents, and all electronically stored information, that refer or relate to all
12 loans or payments made to you by Clear Sailing or David Jurist, or loans or payments made on
13 your behalf, since January 1, 2011, including, but not limited to, all documents showing the
14 purported bases for the loans or payments, the purpose for the loans or payments, the terms of
15 such loans or payments, and the origin(s) of funds used for the payments.

16 **Response To Request No. 8:**

17 Responsive documents are being produced herewith and have been marked AB000109
18 through AB000118, in addition to the responsive documents produced in response to prior
19 requests.

20 **Request For Production No. 9:**

21 Produce all documents, and all electronically stored information, that refer or relate to all
22 loans or payments made to you by John Bivona, including from any of John Bivona's bank and
23 brokerage accounts, or loans or payments made by John Bivona on your behalf, since January 1,
24 2011, including, but not limited to, all documents showing the purported bases for the loans or
25 payments, the purpose for the loans or payments, the terms of such loans or payments, and the
26 origin(s) of funds used for the payments.

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Response To Request No. 9:

Responsive documents are being produced herewith and have been marked AB000119 through AB000131. Mrs. Bivona does not recall any loans being made by Mr. Bivona to her.

Request For Production No. 10:

Produce all documents, and all electronically stored information, that refer or relate to all loans or payments made to you by Michele Mazzola or Frank Mazzola, or loans or payments made on your behalf since January 1, 2011, including, but not limited to, all documents showing the purported bases for the loans or payments, the purpose for the loans or payments, the terms of such loans or payments, and the origin(s) of funds used for the payments.

Response To Request No. 10:

No responsive documents were located, and no such loans or payments are believed to have been made from 2012 to the present.

Request For Production No. 11:

Produce your resume, C.V., or other document that reflects all of your work experience between January 1, 2000, and the present.

Response To Request No. 11:

No responsive documents exist. The only employment Mrs. Bivona has had since 1980 was part time employment for Mr. Bivona’s law firm.

Request For Production No. 12:

Produce all documents, and all electronically stored information, that refer or relate to Saddle River, SRA Management, the SRA Funds, or Clear Sailing, between October 1, 2013, and the present, including, but not limited to, all documents reflecting your relationship to these entities.

Response To Request No. 12:

This request is objected to on the basis that it is overbroad in asking for “all” documents without any reasonable limitation on subject matter. Subject to the foregoing objection, responsive documents are being produced herewith and have been marked AB000132 through

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AB000135.

Request For Production No. 13:

If you claim that Saddle River, SRA Management, the SRA Funds, David Jurist, or Clear Sailing owe you any money, produce all documents, and all electronically stored information that reflect or relate to the bases for such claims.

Response To Request No. 13:

Please see the response to Request number 3, above.

Request For Production No. 14:

Produce documents sufficient to show the origin of the \$999,667 invested in Yorkshire Associates LLC, (which is being managed by Elliott Management Corporation), which is being preserved pursuant to the March 25, 2016 TRO Order and Section III of the Parties' April 22, 2016 Stipulation regarding the Preliminary Injunction.

Response To Request No. 14:

Please see the Forms K-1 produced in response to Request number 3, above. The assets in the Yorkshire Partnership account are the result of capital appreciation in that account since the original and only investment in that account in 1982. The account was funded with Mrs. Bivona's separate property from various sources including her employment, her parents, and insurance proceeds.

Request For Production No. 15:

If you claim that all or part of the \$999,667 referenced in Request No. 14 above is your separate property, as opposed to money earned during the course of your marriage to John Bivona, produce documents sufficient to show that such funds are your separate property.

Response To Request No. 15:

Please see response to Request 14, above.

Request For Production No. 16:

Produce documents sufficient to show the amount of income earned by you, and the sources of that income, between January 1, 2000, and the present.

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1 **Response To Request No. 16:**

2 Please see the documents produced in response to Request number 3, above.

3 **Request For Production No. 17:**

4 Produce documents sufficient to show all investments that you have had in any funds
5 advised by Saddle River Advisors, or its predecessor Felix Advisors, between January 1, 2011,
6 and the present.

7 **Response To Request No. 17:**

8 No responsive documents have been located. Mrs. Bivona has no recollection of any
9 such investment.

10 **Request For Production No. 18:**

11 Produce documents sufficient to show all trust agreements in which you are a settlor
12 and/or trustee, or in which you are beneficiary.

13 **Response To Request No. 18:**

14 No responsive documents have been located. Mrs. Bivona has no recollection of any
15 such arrangement.

16 **Request For Production No. 19:**

17 Produce documents sufficient to show all pre-IPO shares, or economic interests in pre-
18 IPO shares, for which you have a beneficiary interest.

19 **Response To Request No. 19:**

20 No responsive documents have been located. Mrs. Bivona has no recollection of any
21 such investment.

22 **Request For Production No. 20:**

23 Produce documents sufficient to identify any real property held in title by you or for
24 which you have held a beneficial interest, since January 1, 2000, including, but not limited to,
25 your primary residence and any part-time or vacation residences.

26 **Response To Request No. 20:**

27 Responsive documents are being produced herewith and have been marked AB000136

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through AB000138.

Request For Production No. 21:

Produce documents sufficient to show all assets transferred from John Bivona or Frank Mazzola to you, since January 1, 2011, including, but not limited to, all business interests in Saddle River, SRA Management, and the SRA Funds.

Response To Request No. 21:

Responsive documents are being produced herewith and have been marked AB000139 through AB000142. Mrs. Bivona does not recall any such transfer from Mr. Mazzola.

Dated: November 29, 2016

SHARTSIS FRIESE LLP


By: JAHAN P. RAISSI

Attorneys for Defendants JOHN V. BIVONA,
SADDLE RIVER ADVISORS LLC and
ANNE BIVONA

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EXHIBIT 2

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EXHIBIT A

PROMISSORY NOTE

\$1,400,000.00

November 6, 2014

ANNE BIVONA (the "Maker") promises to pay to the order of ALICE JURIST and DAVID JURIST (the "Payee") the principal sum of One Million Four Hundred Thousand Dollars (\$1,400,000) in lawful money of the United States of America, on the terms and conditions described below.

1. Principal. The principal balance of this Note shall be due and payable on or before January 15, 2015 (the "Maturity Date").

2. Interest. This Note shall bear interest at the rate of six percent (6%) per annum. Interest payable on this Note shall be calculated on the basis of one year of three hundred sixty (360) day year for the actual number of days elapsed. In no event shall the interest charged hereunder exceed the maximum permitted by law. Interest of this Note shall be due and payable on the Maturity Date.

3. Application of Payments. All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including, without limitation, reasonable attorneys' fees, then to the payment of interest and, finally, to the reduction of the unpaid principal balance of this Note.

4. Events of Default. The following shall constitute Events of Default:

A. Failure to Make Required Payments. The failure by Maker to pay the principal and interest on this Note within five (5) business days following the Maturity Date.

B. Voluntary Bankruptcy, Etc. The commencement by Maker of a voluntary case under applicable bankruptcy law, or any other applicable insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of, or taking possession by, a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.

C. Involuntary Bankruptcy, Etc. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under applicable bankruptcy law, or any other applicable insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of Maker or for any substantial part of its property, or ordering the winding-up or liquidation of the affairs of Maker, and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

5. Remedies.

A. Upon the occurrence of an Event of Default specified in Sections 4(a), Payee may, by written notice to Maker, declare this Note to be due and payable, whereupon the principal amount of this Note, and all other amounts payable hereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding.

B. Upon the occurrence of an Event of Default specified in Sections 4(b) and 4(c), the unpaid principal balance of, and all other sums payable with regard to, this Note shall automatically and immediately become due and payable, in all cases without any action on the part of Payee.

6. Waivers. Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to this Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process or extension of time for payment.

7. Unconditional Liability. Maker hereby waives all notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers or modifications that may be granted by Payee with respect to the payment or other provisions of this Note.

8. Notices. Any notice called for hereunder shall be deemed properly given if (i) sent by certified mail, return receipt requested, (ii) personally delivered, (iii) dispatched by any form of private or governmental express mail or delivery service providing receipted delivery, (iv) sent by telefacsimile, or (v) sent by e-mail, to the following addresses or to such other address as either party may designate by notice in accordance with this Section:

If to Maker:

Anne F. Bivona
235 Cambridge Oaks
Park Ridge, NJ 07656

If to Payee:

Alice and David Jurist

Notice shall be deemed given on the earlier of actual receipt by the receiving party, if sent by certified mail, and (i) three business days after certification thereof, (ii) if personally delivered, the date reflected on a signed delivery receipt, (iii) if sent by private or governmental express mail or delivery service, one (1) business day following tender of delivery or dispatch by express mail or delivery service, (iv) if by facsimile, the date shown on a telefacsimile transmission confirmation, or (v) if sent by email, the date on which an e-mail transmission was received by the receiving party's on-line access provider.

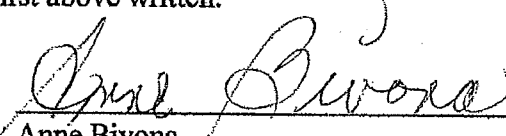
9. Construction. This Note shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law principals.

10. Severability. Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. MAKER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THIS NOTE, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MAKER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed the day and year first above written.



Anne Bivona

EXHIBIT B

COLLATERALIZED PROMISSORY NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

SRA MANAGEMENT ASSOCIATES, LLC

COLLATERALIZED PROMISSORY NOTE

US\$1,400,000.00

Issue Date: NOVEMBER 17, 2014

SRA MANAGEMENT ASSOCIATES, LLC a limited liability company duly formed under the laws of the State of Delaware (the "Company"), for value received, hereby promises to pay to Anne F. Bivona (the "Holder") the principal sum of \$1,400,000.00, together with accrued and unpaid interest thereon, in the manner provided herein. This Collateralized Promissory Note (this "Note") is issued pursuant to the Unanimous Written Consent of the Board of Managers of SRA Management Associates, LLC.

1. Collateralization. This Note will be collateralized by the Back-End Carried Interests that will inure to the Company from Palantir and Addepar.

2. Payment; Pre-Payment.

(a) Payment. Unless earlier repaid as provided in Section 1(c), all amounts outstanding and unpaid under this Note shall be due and payable on the earliest to occur of: (i) twelve (12) months from the date hereof or (ii) not later than sixty (60) months from the date hereof or thirty (30) days following the occurrence of a each Liquidity Event (as hereinafter defined) ("Maturity Date"). As used herein "Liquidity Event" shall mean either (i) the sale of the Back End Carried Interest of Palantir or Addepar by the Company or (ii) a distribution to the Company of cash or stock.

(b) Upon the Maturity Date, the Holder shall receive in exchange for the surrender to the Company and cancellation of the Note an amount equal to (i) any unpaid principal amount of such Note, plus (ii) any accrued and unpaid interest thereon.

(c) Pre-Payment. This Note may not be prepaid without the prior written consent of the Holder. Any such prepayment shall be made without penalty or premium.

3. Interest. Interest on the unpaid principal amount shall accrue beginning on the Issue Date set forth above at a rate equal to six percent (6.0%) per annum. Interest shall only be due and payable upon the Maturity Date as set forth in Section 1(b).

4. Events of Default. In the case an Event of Default shall occur, then upon demand by the Holder, then the entire outstanding principal amount, plus accrued and unpaid interest thereon, of this Note shall become immediately due and payable in the manner and with the effect provided in this Note.

5. Transfer; Successors and Assigns. The Company shall not assign its rights and obligations hereunder without the prior written consent of the Holder. The Holder may not sell, assign, pledge, dispose of or otherwise transfer this Note or any interest herein without the prior written consent of the Company. This Note may be transferred only upon surrender of the original Note (or affidavit of loss with any indemnity reasonably request by the Company) for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, a new note for the same principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered Holder. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

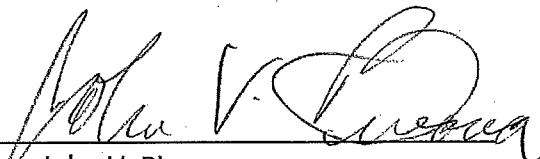
6. Governing Law. This Note shall be governed by and construed under the laws of the State of New York as applied to agreements among resident of the State of New York entered into and to be performed entirely within the State of New York and without regard to conflict of law principles thereof.

7. Amendments and Waivers. This Note may be amended or modified with prior written consent of the Company.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed and delivered.

SRA MANAGEMENT ASSOCIATES, LLC

By: 
Name: John V. Bivona
Title: Manager

**UNANIMOUS WRITTEN CONSENT OF
BOARD OF MANAGERS OF SRA MANAGEMENT ASSOCIATES, LLC**

November 17, 2014

Pursuant to the authority contained in the Delaware Limited Liability Company Act, the undersigned, being all of the members of the Board of Managers of SRA Management Associates, LLC, a Delaware limited liability company (the "Company"), hereby consent to the adoption of, and hereby adopt, the following resolutions, and such consent shall have the same force and effect as a unanimous vote at a meeting of, and the execution of such consent shall constitute attendance and presence in person at a meeting of, the Board of Managers of the Company:

CONSENT TO ENTER INTO A COLLATERALIZED PROMISSORY NOTE WITH ANNE F. BIVONA

WHEREAS: John Bivona an initial Manager of the Company, have unanimously agreed to borrow One Million Four Hundred Thousand Dollars and No Cents (\$1,400,000.00) from Anne F. Bivona which is evidenced with a Collateralized Promissory Note.

RESOLVED: That the Board of Managers consents to the Collateralized Promissory Note; and be it further

RESOLVED: That the Board of Managers has the right and authority to execute the Collateralized Promissory Note.

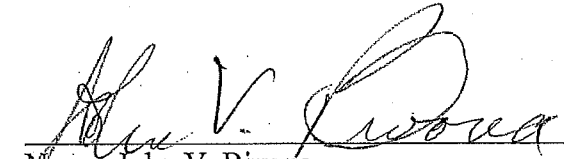
GENERAL

RESOLVED: That the managers of the Company, be, and each of them hereby is, authorized and directed to do or cause to be done any and all such other acts and things and to execute and deliver any and all such further documents as he may deem necessary or appropriate to carry into effect the full intent and purpose of the foregoing resolution, the taking of any such actions or the execution or delivery of any such documents by such manager to be conclusive evidence that the same were authorized by this resolution.

[remainder left intentionally blank]

This Written Consent may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

BOARD OF MANAGERS:



Name: John V. Bivona
Title: Manager

EXHIBIT C



STATEMENT OF ACCOUNT

JOHN V BIVONA ESQ
 ATTORNEY'S ESCROW
 STE 205
 600 E CRESCENT AVE
 UPPER SADDLE RIVER NJ 07458-1846

0

Page: 1
 Chks Paid: 6
 Statement Date: 12/31/14
 Account Number: 41640179

Indicate to the right any changes of address. Cut at the dotted line and return this form to: Valley Customer Service, 1445 Valley Road, Wayne, NJ 07470

Street: _____
 City, State, Zip: _____
 Signature: _____

***** BusinessCHECKING 300 41640179 *****
 Non-Check Transactions

Date	Description	Amount
12/01	AXA EQUITABLE ONLINE PMT	1,479.92-
12/01	TRANSFER TO CK XXXXXXXX5691	600,000.00-
12/01	TRNSFER FRM CK XXXXXXXX0160	11,432.21
12/01	IMAD:20141201B1B7SM1F000470 BENEFICIARY NAME:FIRST AMERICAN REF FOR BEN:	12,378.00-
12/01	Wire Transaction Fee	30.00-
12/03	Deposit	1,171.73
12/04	OMAD:20141204B1B7SM1F000219 ORIG PARTY NAME:JAMES S LYNCH REF FOR BEN:BMCV-9RGMEK	100,000.00
12/04	Wire Transaction Fee	15.00-
12/04	IMAD:20141204B1B7SM1F000250 BENEFICIARY NAME:JOSHUA CILANO REF FOR BEN:	40,000.00-
12/04	Wire Transaction Fee	30.00-
12/05	IMAD:20141205B1B7SM1F000212 BENEFICIARY NAME:MICHELE MAZZOLA REF FOR BEN:	10,000.00-
12/05	Wire Transaction Fee	30.00-
12/10	IMAD:20141210B1B7SM1F000115 BENEFICIARY NAME:FIRST AMERICA B REF FOR BEN:	3,057.00-
12/10	Wire Transaction Fee	30.00-
12/10	IMAD:20141210B1B7SM1F000193 BENEFICIARY NAME:MICHELE MAZZOLA REF FOR BEN:	20,000.00-
12/10	Wire Transaction Fee	30.00-
12/11	OMAD:20141211B1B7SM1F000266 ORIG PARTY NAME:DAVID JURIST REF FOR BEN:MBAT-9REMST	1,400,000.00
12/11	Wire Transaction Fee	15.00-
12/12	Outgoing Wire	15,000.00-
12/12	Wire Transaction Fee	30.00-

Report lost or stolen Valley Check Card to: 888-379-9903

800-522-4100
 valleynationalbank.com

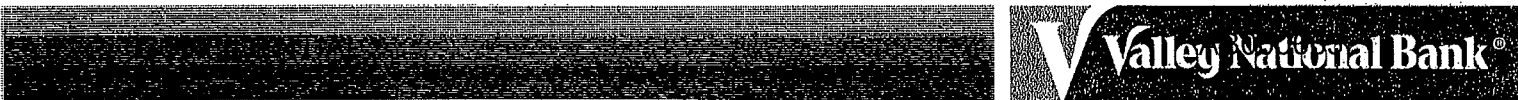


EXHIBIT D



621 Washington Street
Hoboken, New Jersey 07030

201-6
www.havenb

CHECKING - NOW-PERSONAL

ACCOUNT #: 0046010076

CHECKING ACCOUNT TRANSACTIONS

DATE	ACTIVITY DESCRIPTION	DEBITS	CREDITS
12/22	AC-AMEX EPayment -ACH PMT	\$10,000.00	
12/22	WITHDRAWAL	\$1,000.00	
12/23	AC-DELUXE CHECK -CHECK/ACC.	\$95.30	
12/24	WTHDRL DDA 9688 12/24 10:44 Cardtronics CCSB MONTVALE NJ	\$200.00	
12/24	AC-CABLEVISION07870-TELE PMT	\$400.00	
12/29	WTHDRL DDA 6484 12/27 14:23 HAVEN SAVINGS BANK WESTWOOD NJ	\$260.00	
12/31	WTHDRL DDA 8956 12/31 11:53Depleros Farm MONTVALE NJ	\$122.00	
12/31	WTHDRL DDA 9218 12/31 15:29RITANI BANK PARKRIDGE NJ	\$203.00	
01/02	WTHDRL DDA 9241 01/02 12:13RITANI BANK PARKRIDGE NJ	\$203.00	
01/02	AC-BIVONA JOH -TRANSFER	\$4,032.90	
01/05	DEPOSIT		\$14,500.00
01/05	WTHDRL DDA 0525 01/04 14:16 Cardtronics CCSB MONTVALE NJ	\$200.00	
01/05	AC-345 EAST 69 ST -0115ACH	\$851.56	
01/06	WTHDRL DDA 9319 01/06 08:29RITANI BANK PARKRIDGE NJ	\$303.00	
01/08	WIRE IN YORKSHIRE ASSC		\$1,400,000.00
01/08	WIRE IN FEE	\$10.00	
01/08	WTHDRL DDA 6670 01/08 14:37 HAVEN SAVINGS BANK WESTWOOD NJ	\$300.00	
01/08	AC-TIME WARNER CABL-CABLE PAY	\$235.72	
01/08	AC-TIME WARNER CABL-CABLE PAY	\$292.11	
01/08	AC-CAPITAL ONE -PHONE PYMT	\$1,209.03	
01/08	AC-Banana Visa -BANTELPAY	\$5,633.73	
01/09	INTEREST PAYMENT		\$12.72
01/09	DEPOSIT		\$11,570.53

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES	\$0.00	\$0.00
TOTAL RETURNED ITEM FEES	\$0.00	\$0.00

BALANCE BY DATE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/09	\$12,208.70	12/10	\$11,398.46	12/11	\$10,137.83	12/12	\$1,781.34
12/15	\$1,895.50	12/16	\$1,594.38	12/17	\$2,425.38	12/18	\$2,025.38
12/19	\$22,025.38	12/22	\$10,240.38	12/23	\$9,726.75	12/24	\$9,053.99

EXHIBIT E

201-659-3600
www.havenbank.com



621 Washington Street
Hoboken, New Jersey 07030

CHECKING - NOW PERSONAL

ACCOUNT #: 0046010076

CHECK TRANSACTIONS

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
8444	01/13	\$69.95	8457	01/27	\$100.00
8445	01/20	\$562.38	8458	02/02	\$140.00
8446	01/16	\$215.00	8459	02/05	\$193.75
8448*	01/20	\$365.94	8460	02/04	\$100.00
8449	01/21	\$246.21	8462*	02/09	\$81.59
8450	01/21	\$298.91	8464*	02/09	\$5,409.00
8452*	01/16	\$70.00	8467*	02/06	\$84.92
8453	02/02	\$75.00	8468	02/06	\$233.09
8454	01/27	\$198.00	8469	02/09	\$2,000.00

CHECKING ACCOUNT TRANSACTIONS

DATE	ACTIVITY DESCRIPTION	DEBITS	CREDITS
01/12	CITICARDS	\$393.17	
01/12	WTHDRL DDA 6719 01/10 11:30 HAVEN SAVINGS BANK WESTWOOD NJ	\$200.00	
01/12	WIRE TRANSFER OUT	\$1,400,000.00	
01/12	WIRE TRANSFER FEE	\$20.00	
01/13	WTHDRL DDA 9955 01/13 14:29 Cardtronics CCSB MONTVALE NJ	\$200.00	
01/13	AC-PSEG -CHECKPAYMT CK-00008430	\$145.86	
01/14	OVERDRAFT PROTECTION TRANSFER FROM SV-000000004005824		\$2,744.04
01/14	AC-COMENITYCARD PAY-CHECK PYMT CK-00008428	\$14.99	
01/14	AC-COMENITYCARD PAY-CHECK PYMT CK-00008434	\$63.34	
01/14	AC-TJ MAXX MC -CHECK PYMT CK-00008429	\$658.72	
01/14	AC-GAP VISA -CHECK PYMT CK-00008431	\$974.11	
01/14	AC-AMEX EPayment -ACH PMT	\$10,500.00	
01/15	OVERDRAFT PROTECTION TRANSFER FROM SV-000000004005824		\$50.00
01/16	DEPOSIT		\$14,500.00
01/20	CITICARDS	\$312.43	
01/20	WTHDRL DDA 5226 01/19 11:55 Cardtronics CCSB MONTVALE NJ	\$200.00	
01/20	WTHDRL DDA 0159 01/20 13:49 HAVEN SAVINGS BANK WESTWOOD NJ	\$300.00	
01/20	WTHDRL DDA 5268 01/19 11:54 Cardtronics CCSB MONTVALE NJ	\$400.00	

EXHIBIT F



Haven Savings Bank

Wire Transfer Record

Originator's Name Anne F Bivona

Address 235 Cambridge Oaks

Park Ridge NJ 07656

Account No. 46010076

Wire Amount \$1,400,000.00

Date of Wire 1/12/15

ABA No 031201360

Beneficiary's Bank TD Bank

Address 1500 Mount Kemble Avenue

Morristown NJ 07960

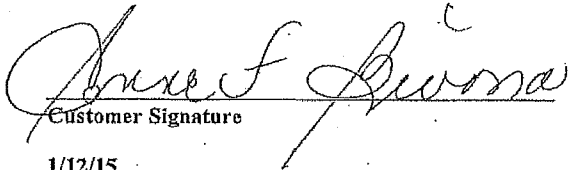
Beneficiary's Name David Jurist

Address 65 Garrison Lane

Mendham NJ 07945

Beneficiary's Account No. 4272704531

Payment instructions:


Customer Signature

1/12/15

Date

Tran Code	Seq.#
Approval	JV

NRM

EXHIBIT G

Schedule K-1
(Form 1065)

2015

Final K-1

Amended K-1

OMB No. 1545-0123

Department of the Treasury
Internal Revenue Service

For calendar year 2015, or tax
year beginning _____
ending _____

Partner's Share of Income, Deductions,
Credits, etc.

▶ See separate instructions.

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	19,088.	15 Credits
2 Net rental real estate income (loss)		
3 Other net rental income (loss)		16 Foreign transactions
4 Guaranteed payments		A OTHER COUNTRY
5 Interest income	832.	D 57,681.
6a Ordinary dividends	654.	I 16,794.
6b Qualified dividends	475.	L 2,386.
7 Royalties		
8 Net short-term capital gain (loss)	1,140.	17 Alternative min tax (AMT) items
9a Net long-term capital gain (loss)	7,409.	18 Tax-exempt income and nondeductible expenses
9b Collectibles (28%) gain (loss)		C* 5,214.
9c Unrecaptured sec 1250 gain		19 Distributions
10 Net section 1231 gain (loss)		A 1,424,500.
11 Other income (loss)	34,188.	20 Other Information
	STMT	A 65,789.
		B 78.
		Z* STMT
12 Section 179 deduction		
13 Other deductions	20,324.	
	78.	
14 Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

Part I Information About the Partnership

A Partnership's employer identification number

B Partnership's name, address, city, state, and ZIP code

YORKSHIRE ASSOCIATES, LLC
C/O ELLIOTT MGMT, 40 WEST 57 ST. 4FL
NEW YORK, NY 10019

C IRS Center where partnership filed return
E-FILE

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code

ANNE F BIVONA
235 CAMBRIDGE OAKS
PARKRIDGE, NJ 07656

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? INDIVIDUAL

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	3.685197%	2.303796%
Loss	3.685197%	2.303796%
Capital	3.685197%	2.303796%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	3,537,733.
Capital contributed during the year	\$	
Current year increase (decrease)	\$	64,263.
Withdrawals & distributions	\$(1,424,500.)
Ending capital account	\$	2,177,496.

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?

Yes No

If "Yes," attach statement (see instructions)

511261
12-18-15

LHA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

IRS.gov/form1065

Schedule K-1 (Form 1065) 2015

AB000073

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651111

Schedule K-1
(Form 1065)

For calendar year 2014, or tax

2014

Final K-1 Amended K-1 OMB No. 1545-0123

Department of the Treasury
Internal Revenue Service

year beginning ending

Partner's Share of Income, Deductions,
Credits, etc.

See separate instructions

Part I Information About the Partnership

A Partnership's employer identification number

B Partnership's name, address, city, state, and ZIP code

YORKSHIRE ASSOCIATES, LLC
C/O ELLIOTT MGMT 40 WEST 57TH STREET, 4T
NEW YORK, NY 10019

C IRS Center where partnership filed return

E-FILE

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code

ANNE F BIVONA
235 CAMBRIDGE OAKS
PARKRIDGE, NJ 07656

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? **INDIVIDUAL**

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	3.620786%	3.685197%
Loss	3.620786%	3.685197%
Capital	3.620786%	3.685197%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	3,262,692.
Capital contributed during the year	\$	
Current year increase (decrease)	\$	275,041.
Withdrawals & distributions	\$	
Ending capital account	\$	3,537,733.

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?

Yes No

If "Yes", attach statement (see instructions)

Final K-1 Amended K-1 OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	42,930.	15 Credits	
2 Net rental real estate income (loss)		16 Foreign transactions	
3 Other not rental income (loss)		A OTHER COUNTRY	
4 Guaranteed payments		D	50,060.
5 Interest income	1,053.	I	10,384.
6a Ordinary dividends	845.	L	1,119.
6b Qualified dividends	250.		
7 Royalties		17 Alternative min tax (AMT) items	
8 Net short-term capital gain (loss)	851.	18 Tax-exempt income and nondeductible expenses	
9a Net long-term capital gain (loss)	14,477.	19 Distributions	
9b Collectibles (28%) gain (loss)		20 Other information	
9c Unrecaptured sec 1250 gain		A	68,088.
10 Net section 1231 gain (loss)		B	464.
11 Other income (loss)	85,674.	Z*	STMT
C	STMT		
F*			
12 Section 179 deduction			
13 Other deductions			
H*	20,401.		
K*	464.		
14 Self-employment earnings (loss)			

*See attached statement for additional information.

For IRS Use Only

411281

11-24-14 LHA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

IRS.gov/form1065

Schedule K-1 (Form 1065) 2014

18

15210323 763467 9040.27

2014.03010 YORKSHIRE ASSOCIATES, LLC

00904011

CONFIDENTIAL

AB000074

Schedule K-1
(Form 1065)

2013

Final K-1 Amended K-1 OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

For calendar year 2013, or tax year beginning _____ ending _____

Partner's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
[REDACTED]

B Partnership's name, address, city, state, and ZIP code
YORKSHIRE ASSOCIATES, LLC
C/O ELLIOTT MGMT 40 WEST 57TH STREET, 4T
NEW YORK, NY 10019

C IRS Center where partnership filed return
E-FILE

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
[REDACTED]

F Partner's name, address, city, state, and ZIP code
ANNE F BIVONA
235 CAMBRIDGE OAKS
PARKRIDGE, NJ 07656

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? **INDIVIDUAL**

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	3.402175%	3.620786%
Loss	3.402175%	3.620786%
Capital	3.402175%	3.620786%

K Partner's share of liabilities at year end:

Nonrecourse \$ _____

Qualified nonrecourse financing \$ _____

Recourse \$ 0.

L Partner's capital account analysis:

Beginning capital account \$ 2,887,845.

Capital contributed during the year \$ _____

Current year increase (decrease) \$ 374,847.

Withdrawals & distributions \$(_____)

Ending capital account \$ 3,262,692.

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?
 Yes No
If "Yes", attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss) 34,617.	15 Credits
2 Net rental real estate income (loss)	16 Foreign transactions
3 Other net rental income (loss)	A OTHER COUNTRY
4 Guaranteed payments	D 40,053.
5 Interest income 3,042.	I 12,028.
6a Ordinary dividends 513.	L 1,746.
6b Qualified dividends 155.	17 Alternative min tax (AMT) items
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss) 1,706.	19 Distributions
9a Net long-term capital gain (loss) 10,468.	20 Other information
9b Collectibles (28%) gain (loss)	A 55,284.
9c Unrecaptured sec 1250 gain	B 654.
10 Net section 1231 gain (loss)	Z* STMT
11 Other income (loss) -76,461.	C
12 Section 179 deduction	F* STMT
13 Other deductions	H* 20,348.
14 Self-employment earnings (loss)	K* 654.

*See attached statement for additional information.

For IRS Use Only

18

651112

2012

Schedule K-1
(Form 1065)

For calendar year 2012, or tax

Department of the Treasury
Internal Revenue Service

year beginning _____
ending _____

Partner's Share of Income, Deductions,
Credits, etc.

See separate instructions.

Final K-1 Amended K-1 OMB No. 1545-0099

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

Part I Information About the Partnership

A Partnership's employer identification number
13 [REDACTED]

B Partnership's name, address, city, state, and ZIP code

YORKSHIRE ASSOCIATES LP
C/O ELLIOTT MGMT 40 WEST 57TH STREET, 4T
NEW YORK, NY 10019

C IRS Center where partnership filed return
E-FILE

D Check if this is a publicly-traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
07 [REDACTED]

F Partner's name, address, city, state, and ZIP code

ANNE F BIVONA
235 CAMBRIDGE OAKS
PARKRIDGE, NJ 07656

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I What type of entity is this partner? INDIVIDUAL

J If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	3,161,298%	3,402,175%
Loss	3,161,298%	3,402,175%
Capital	3,161,298%	3,402,175%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	2,535,895.
Capital contributed during the year	\$	
Current year increase (decrease)	\$	351,950.
Withdrawals & distributions	\$	
Ending capital account	\$	2,887,845.

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?
 Yes No

If "Yes," attach statement (see instructions)

1 Ordinary business income (loss)	-16,513.	15 Credits
2 Net rental real estate income (loss)		16 Foreign transactions
3 Other net rental income (loss)		A VARIOUS
4 Guaranteed payments		D 30,165.
5 Interest income	3,716.	I 6,258.
6a Ordinary dividends	30,308.	L 732.
6b Qualified dividends	15,936.	
7 Royalties		17 Alternative min tax (AMT) items
8 Net short-term capital gain (loss)	27.	18 Tax-exempt income and nondeductible expenses
9a Net long-term capital gain (loss)	3,197.	
9b Collectibles (28%) gain (loss)		19 Distributions
9c Unrecaptured sec 1250 gain		20 Other information
10 Net section 1231 gain (loss)		A 47,466.
11 Other income (loss)		B 3,394.
C -53,631.		Y* STMT.
F* STMT		
12 Section 179 deduction		
13 Other deductions		
H* 18,295.		
K* 3,394.		
14 Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

Schedule K-1
(Form 1065)

2011

Final K-1 Amended K-1 OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

For calendar year 2011, or tax
year beginning _____
ending _____

**Partner's Share of Income, Deductions,
Credits, etc.** ▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
[REDACTED]

B Partnership's name, address, city, state, and ZIP code
YORKSHIRE ASSOCIATES LP
C/O ELLIOTT MGMT 40 WEST 57TH STREET, 4T
NEW YORK, NY 10019

C IRS Center where partnership filed return
OGDEN, UT

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
[REDACTED]

F Partner's name, address, city, state, and ZIP code
ANNE F BIVONA
235 CAMBRIDGE OAKS
PARKRIDGE, NJ 07656

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I What type of entity is this partner? INDIVIDUAL

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	4.358412%	3.161298%
Loss	4.358412%	3.161298%
Capital	4.358412%	3.161298%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	3,459,262.
Capital contributed during the year	\$	
Current year increase (decrease)	\$	146,124.
Withdrawals & distributions	\$(1,069,491.)
Ending capital account	\$	2,535,895.

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?
 Yes No
If "Yes", attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)		15 Credits
	-30,352.	
2 Net rental real estate income (loss)		
3 Other net rental income (loss)		16 Foreign transactions
		A VARIOUS
4 Guaranteed payments		D 35,786.
		I 12,800.
5 Interest income		L 673.
	4,865.	
6a Ordinary dividends		17 Alternative min tax (AMT) items
	3,413.	
6b Qualified dividends		
	44.	
7 Royalties		18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)		
	-146.	
9a Net long-term capital gain (loss)		
	20,044.	
9b Collectibles (28%) gain (loss)		19 Distributions
		A 1,069,491.
9c Unrecaptured sec 1250 gain		20 Other information
		A 1,515.
10 Net section 1231 gain (loss)		B 3,083.
		Y* STMT
11 Other income (loss)		
C ²⁵⁶ 39,300.		
F* STMT		
12 Section 179 deduction		
13 Other deductions		
H* ²⁰⁷ 23,044.		
K* 3,083.		
14 Self-employment earnings (loss)		

*See attached statement for additional information.

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Schedule K-1
(Form 1065)

2010

Final K-1 Amended K-1 OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

For calendar year 2010, or tax
year beginning _____
ending _____

Partner's Share of Income, Deductions,
Credits, etc.

▶ See separate instructions.

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	26,992.	15 Credits
2 Net rental real estate income (loss)		
3 Other net rental income (loss)		16 Foreign transactions
4 Guaranteed payments		A VARIOUS
5 Interest income	3,215.	D 45,780.
6a Ordinary dividends	659.	I 7,905.
6b Qualified dividends	655.	L 218.
7 Royalties		
8 Net short-term capital gain (loss)	-659.	17 Alternative min tax (AMT) items
9a Net long-term capital gain (loss)	3,206.	
9b Collectibles (28%) gain (loss)		18 Tax-exempt income and nondeductible expenses
9c Unrecaptured sec 1250 gain		
10 Net section 1231 gain (loss)		19 Distributions
11 Other income (loss)	39,336.	20 Other information
C 1231 39,336.		A 45,328.
F* STMT		B 1,153.
		Y* STMT
12 Section 179 deduction		
13 Other deductions	18,131.	
H* 18,131.		
K* 1,153.		
14 Self-employment earnings (loss)		

*See attached statement for additional information.

Part I Information About the Partnership

A Partnership's employer identification number
[REDACTED]

B [REDACTED] address, city, state, and ZIP code
YORKSHIRE ASSOCIATES LP
C/O ELLIOTT MGMT 712 FIFTH AVE
NEW YORK, NY 10019

C IRS Center where partnership filed return
OGDEN, UT

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
0 [REDACTED]

F Partner's name, address, city, state, and ZIP code
ANNE F BIVONA
235 CAMBRIDGE OAKS
PARKRIDGE, NJ 07656

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I What type of entity is this partner? INDIVIDUAL

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	4.110725%	4.358412%
Loss	4.110725%	4.358412%
Capital	4.110725%	4.358412%

K Partner's share of liabilities at year end:

Nonrecourse \$ _____

Qualified nonrecourse financing \$ _____

Recourse \$ 0.

L Partner's capital account analysis:

Beginning capital account	\$ 3,210,519.
Capital contributed during the year	\$ _____
Current year increase (decrease)	\$ 248,743.
Withdrawals & distributions	\$(_____)
Ending capital account	\$ 3,459,262.

Tax basis GAAP Section 704(b) book

Other (explain) _____

M Did the partner contribute property with a built-in gain or loss?
 Yes No

If "Yes", attach statement (see instructions)

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Schedule K-1
(Form 1065)

2009

Final K-1 Amended K-1 OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

For calendar year 2009, or tax
year beginning _____
ending _____

**Partner's Share of Income, Deductions,
Credits, etc.**

See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number

B Partnership's name, address, city, state, and ZIP code

**YORKSHIRE ASSOCIATES LP
C/O ELLIOTT MGMT 712 FIFTH AVE
NEW YORK, NY 10019**

C IRS Center where partnership filed return
OGDEN, UT

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code

**ANNE F BIVONA
235 CAMBRIDGE OAKS
PARKRIDGE, NJ 07656**

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I What type of entity is this partner? **INDIVIDUAL**

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	4.029817%	4.110725%
Loss	4.029817%	4.110725%
Capital	4.029817%	4.110725%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	2,456,320.
Capital contributed during the year	\$	
Current year increase (decrease)	\$	754,199.
Withdrawals & distributions	\$(
Ending capital account	\$	3,210,519.

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?

Yes No

If "Yes", attach statement (see instructions)

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	46,182.	15 Credits	
2 Net rental real estate income (loss)		16 Foreign transactions	
3 Other net rental income (loss)		A VARIOUS	
4 Guaranteed payments		D 94,469.	
5 Interest income	7,090.	I 11,139.	
6a Ordinary dividends	659.	L 464.	
6b Qualified dividends	640.		
7 Royalties		17 Alternative min tax (AMT) items	
8 Net short-term capital gain (loss)	<1,018.>	18 Tax-exempt income and nondeductible expenses	
9a Net long-term capital gain (loss)	<2,679.>	19 Distributions	
9b Collectibles (28%) gain (loss)		20 Other information	
9c Unrecaptured sec 1250 gain		A 64,086.	
10 Net section 1231 gain (loss)		B 2,394.	
11 Other income (loss)	11,104.	Y* STMT	
C STMT			
F* STMT			
12 Section 179 deduction			
13 Other deductions	H* 29,249.		
	K* 2,394.		
14 Self-employment earnings (loss)			

*See attached statement for additional information.

For IRS Use Only

2008

Schedule K-1
(Form 1065)

For calendar year 2008, or tax

Final K-1 Amended K-1 OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

year beginning _____
ending _____

Partner's Share of Income, Deductions, Credits, etc.

See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number

B Partnership's name, address, city, state, and ZIP code

YORKSHIRE ASSOCIATES LP
C/O ELLIOTT MGMT 712 FIFTH AVE
NEW YORK, NY 10019

C IRS Center where partnership filed return
OGDEN, UT

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code

ANNE F BIVONA
235 CAMBRIDGE OAKS
PARKRIDGE, NJ 07656

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I What type of entity is this partner? INDIVIDUAL

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	4.247891%	4.029817%
Loss	4.247891%	4.029817%
Capital	4.247891%	4.029817%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	2,803,874.
Capital contributed during the year	\$	
Current year increase (decrease)	\$	<78,393.
Withdrawals & distributions	\$	269,161.)
Ending capital account	\$	2,456,320.

Tax basis GAAP Section 704(b) book
 Other (explain)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	45,987.	15 Credits
2 Net rental real estate income (loss)		
3 Other net rental income (loss)		16 Foreign transactions
4 Guaranteed payments		A VARIOUS
5 Interest income	77256 8,547.	D 116,920.
6a Ordinary dividends	1,559.	I 27,798.
6b Qualified dividends	651.	L 1,715.
7 Royalties		
8 Net short-term capital gain (loss)	<39,099.>	17 Alternative min tax (AMT) items
9a Net long-term capital gain (loss)	<65,727.>	
9b Collectibles (28%) gain (loss)		18 Tax-exempt income and nondeductible expenses
9c Unrecaptured sec 1250 gain		A* 7,282.
10 Net section 1231 gain (loss)		C* 802.
11 Other income (loss)	C 1256 <266,074.>	19 Distributions
F* STMT		A 269,161.
12 Section 179 deduction		20 Other information
13 Other deductions	H* 46,818.	A 85,551.
	K* 2,846.	B 2,846.
14 Self-employment earnings (loss)		X* STMT
*See attached statement for additional information.		

For IRS Use Only

LHA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2008