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UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

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In the Matter of, :
 :
LYNN TILTON :
PATRIARCH PARTNERS, LLC, :
PATRIARCH PARTNERS VIII, LLC, :
PATRIARCH PARTNERS XIV, LLC and :
PATRIARCH PARTNERS XV, LLC :
 :
Respondents. :
 :
----- x

Administrative Proceeding
File No. 3-16462

Judge Carol Fox Foelak

**DECLARATION OF SUSAN E. BRUNE IN SUPPORT OF RESPONDENTS' MOTION
TO COMPEL BARCLAYS TO PRODUCE A DOCUMENT
RESPONSIVE TO A COURT-ORDERED SUBPOENA AND FOR EXPEDITED
BRIEFING**

I, Susan Brune, under penalty of perjury, affirm as follows:

1. I am the principal of the law firm Brune Law P.C., attorneys for the above referenced Respondents. I submit this declaration in support of Respondents' Motion to Compel Barclays PLC ("Barclays") to Produce a Document Responsive to a court-ordered Subpoena and for Expedited Briefing.

2. I submit this declaration based on my personal knowledge.

3. Pursuant to a subpoena ordered by Your Honor on May 27, 2015, Barclays is required to produce, per Request 12, "for the period January 1, 2003 through the present, any agreements (including any modifications thereof) between Barclays and MBIA Insurance Corporation [{"MBIA"}] in connection with any Zohar Notes owned by Barclays." Attached hereto as Exhibit A is a true and correct copy of the subpoena.

4. On July 15, 2015, the parties entered into a confidentiality stipulation that covered production of documents under the subpoena. Attached hereto as Exhibit B is a true and correct copy of the stipulation.

5. Barclays has refused to produce an agreement, dated in or around January 2011, pursuant to which Barclays agreed to commute the insurance policy that MBIA had issued on the Zohar I notes Barclays held. The document is squarely responsive to the subpoena and relevant to the issues to be tried.

6. Barclays' only stated objection to producing the document is that MBIA objects.

7. As I pointed out to Barclays' counsel, though I was not able to view the confidentiality provisions relating to its agreement with MBIA, I seriously doubt that Barclays had entered into an agreement that gives MBIA veto power over an SEC ALJ's so ordered subpoena.

8. The appropriate path, as I told him, was to give MBIA notice and a brief time to intervene and move to quash if MBIA so chose. Then, in absence of such action of MBIA's part, it should produce the document.

9. Instead, as reflected in an email from counsel I received late today, Barclays has decided simply to allow MBIA to veto production of the document, despite the subpoena that Your Honor has so ordered. Attached hereto as Exhibit C is a true and correct copy of that email.

10. Accordingly, respondents have moved to compel Barclays to produce the document pursuant to the subpoena, and for expedited briefing.

Dated: New York, New York
October 17, 2016

BRUNE LAW P.C.

A handwritten signature in black ink, appearing to read 'S E Brune', written over a horizontal line.

Susan E. Brune

EXHIBIT A



SUBPOENA TO PRODUCE DOCUMENTS

Issued Pursuant to U.S. Securities and Exchange Commission Rules of Practice 111(b) and 232, 17 C.F.R. §§ 201.111(b), 201.232.

<p>1. TO Barclays PLC 745 7th Avenue New York, NY 10019</p> <p>c/o Andrew Michaelson, Esq. Bois, Schiller & Flexner LLP 575 Lexington Avenue, 7th Floor New York, NY 10022</p>	<p>This subpoena requires you to produce documents or other tangible evidence described in Item 7, at the request of the Party described in Item 4, in the U.S. Securities and Exchange Commission Administrative Proceeding described in Item 6.</p>
<p>2. PLACE OF PRODUCTION Law Firm of Martin J. Auerbach, Esq. 1330 Avenue of the Americas Suite 1100 New York, New York 10019</p>	<p>3. DATE AND TIME PRODUCTION IS DUE June 18, 2015 at 10:00 AM</p>
<p>4. PARTY AND COUNSEL REQUESTING ISSUANCE OF SUBPOENA Lynn Tilton; Patriarch Partners, LLC; Patriarch Partners VIII, LLC; Patriarch Partners XIV, LLC; Patriarch Partners XV, LLC; and Patriarch Partners Agency Services, LLC</p> <p>By: Martin J. Auerbach, Esq. Law Firm of Martin J. Auerbach, Esq. 1330 Avenue of the Americas, Suite 1100 New York, New York 10019</p>	<p>5. THE PRODUCTION OF DOCUMENTS OR OTHER TANGIBLE EVIDENCE IS ORDERED BY</p> <p>The Honorable Carol Fox Foelak</p> <p>Administrative Law Judge U.S. Securities and Exchange Commission</p>

6. TITLE OF THE MATTER AND ADMINISTRATIVE PROCEEDING NUMBER
In the Matter of Lynn Tilton, et al., Respondents, File No. 3-16462

7. DOCUMENTS OR OTHER TANGIBLE EVIDENCE TO BE PRODUCED (ATTACH PAGES AS REQUIRED)

See attachment.

<p>DATE SIGNED <i>May 27, 2015</i></p>	<p>SIGNATURE OF ADMINISTRATIVE LAW JUDGE <i>Carol Fox Foelak</i></p>
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GENERAL INSTRUCTIONS

MOTION TO QUASH

The U.S. Securities and Exchange Commission's Rules of Practice require that any application to quash or modify a subpoena comply with Commission Rule of Practice 232(e)(1). 17 C.F.R. § 201.232(e)(1).

**ATTACHMENT TO SUBPOENA DUCES TECUM
TO BARCLAYS PLC**

DEFINITIONS AND INSTRUCTIONS

1. Produce the Documents described below that are within your possession, custody, or control, including all Documents held by third parties such as agents, accountants, attorneys, or others. Produce responsive Documents as they are kept in the usual course of business, or produce the Documents organized and labeled to correspond with the specific Request(s) to which they are responsive. Documents are to be produced in full and complete form, including all drafts and all copies of Documents that bear any notes, marks, or notations not existing in the original or other copies.

2. "And" and "or" have both the conjunctive and disjunctive meanings, and the terms "each," "any," and "all" mean "each and every."

3. "Communication" means any form of contact, documentary, written, or oral, formal or informal, at any time or place and under any circumstances whatsoever whereby information of any nature is transmitted or transferred by any means, including, but not limited to letters, memoranda, reports, emails, text messages, telegrams, invoices, telephone conversations, voicemail messages, audio recordings, face-to-face meetings and conversations, and any other form of communication or correspondence.

4. "Defaulted Assets" means, with respect to Zohar CDO 2003-1, Limited ("Zohar I") and Zohar II 2005-1, Limited ("Zohar II"), the "Defaulted Obligation," and with respect to Zohar III, Limited ("Zohar III"), the "Defaulted Investment," as defined and used in Section 1.1 of applicable Zohar Indentures.

5. "Document" is used in a comprehensive sense and includes, without limitation, any and all written, printed, typed, recorded, filmed, punched, transcribed, taped, or other

graphic matter of any kind or nature, however produced, reproduced, or stored, in whatever format of paper, digital, electronic, or otherwise, whether sent or received or neither, including all originals, drafts, copies, and non-identical copies bearing notations or marks not found on the original(s), and includes but is not limited to, Communications, papers, letters, envelopes, electronic mail messages (or "emails"), telecopied messages, voice mails, telephone messages, tapes or other forms of audio, visual, or audio-visual recordings, all records, handwritten or other notes, memoranda, reports, financial statements, affidavits, transcripts, indices, telegrams, cables, telex messages, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, minutes or transcriptions or notations of meetings or telephone conversations or other communications of any type, tabulations, studies, analyses, evaluations, projections, work papers, statements, summaries, opinions, journals, desk calendars or other calendars, maintenance or service records, appointment books, diaries, billing records, checks, contracts, agreements, bank account statements, invoices, receipts, photographs, microfilms, microfiche, tapes or other records, punch cards, magnetic tapes, disks, CDs, DVDs, hard drives, flash drives, PDA files, electronic files, electronic databases, data cells, drums, printouts, other data compilations (in any form) from which information can be obtained, all recordings made through data processing techniques and written information necessary to understand and use such materials, and any other documents which are in your possession, custody, or control or to which you otherwise have access.

6. "Including" means including but not limited to. When the word "including" is followed by one or more specific examples, those examples are illustrative only and do not limit in any way the documents requested.

7. "Interest Coverage Ratio" means the "Class A Interest Coverage Ratio" and the

“Class A Interest Coverage Ratio Test” as defined and used in Section 1.1 of the Zohar Indentures.

8. “Overcollateralization Ratio” means the “Class A Overcollateralization Ratio” and “Class A Overcollateralization Ratio Test” as defined and used in Section 1.1 of the Zohar Indentures.

9. “Loan Categories” means, with respect to Zohar I and Zohar II, the terms “Category 1”, “Category 2”, “Category 3”, and “Category 4” and, with respect to Zohar III, the terms “Collateral Investment” and “Defaulted Investment,” all as defined and used in Section 1.1 of the applicable Zohar Indentures.

10. “Related to”, “relating to”, and “in connection with”, in addition to their other customary and usual meanings, mean alluding to, discussing, concerning, constituting, comprising, containing, commenting upon, embodying, evidencing, supporting, mentioning, pertaining to, referring to, referencing, involving, setting forth, reflecting, stating, showing, dealing with, assessing, recording, describing, regarding, noting, probative of, touching upon, bearing upon, evaluating, connected with, in respect of, about, indicating, identifying, memorializing, proving, suggesting, having anything to do with, contradicting, and/or summarizing in any way, directly or indirectly, in whole or in part, the subject matter referred to in the Request.

11. “Respondents” means Lynn Tilton, Patriarch Partners, LLC, Patriarch Partners VIII, LLC; Patriarch Partners XIV, LLC; Patriarch Partners XV, LLC and/or their affiliates, employees or agents.

12. “SEC” means the United States Securities and Exchange Commission, including but not limited to its agents, employees, officers, directors, commissioners and representatives.

13. “You” or “your” means Barclays PLC and all of its present and former divisions, groups, parents, subsidiaries, subdivisions, predecessors, successors, and affiliated entities (whether organized or doing business under the laws of the United States or under the laws of a foreign country) and its and their present and former officers, directors, employees, partners, principals, representatives and agents.

14. “Zohar Funds” means the following collateralized loan obligations: Zohar I, Zohar II and Zohar III.

15. “Zohar Financial Statements” means the balance sheets and income statements (including all notes) and certificates as to financial statements issued quarterly for each of the Zohar Funds as described in Section 7.9 of the Zohar Indentures.

16. “Zohar Indentures” means the indentures governing the Zohar Funds, including all amendments, alterations, and supplements thereto.

17. “Zohar Notes” means the Class A notes issued by the Zohar Funds, as described and defined in Article 2 of the Zohar Indentures.

18. “Zohar Trustee” means the trustee for each of the Zohar Funds, as defined in Section 1.1 of the Zohar Indentures. The term “Zohar Trustee” includes U.S. Bank, N.A., LaSalle Bank, N.A., Bank of America Corp., and all of their predecessors, successors, parents, subsidiaries, affiliates, employees, representatives, and agents.

19. “Zohar Trustee Reports” means the “Monthly Report” and “Note Valuation Report” and any electronic data or other files that accompany such “Monthly Report” or “Note Valuation Report” prepared and issued by the Zohar Trustee pursuant to Section 10.13 of the Zohar Indentures.

20. If you encounter any perceived ambiguity, vagueness, or confusion in construing

either a request below or an instruction or definition relevant to a request, your response should: set forth the matter deemed ambiguous, select a reasonable construction or interpretation of the matter you deem ambiguous, explain with particularity the construction or interpretation selected by you, and respond to the request using the construction or interpretation selected by you.

21. References to any natural person shall be deemed to include that natural person's agents, servants, attorneys, representatives, current and former employees, and successors. References to any non-natural persons (i.e., entities such as corporations, LLCs, companies, trusts, partnerships, etc.) shall be deemed to include that entity's subsidiaries, parent entities, affiliates, divisions, predecessors, successors, assigns, and its and their current and former employees, agents, servants, officers, directors, partners, members, shareholders, attorneys, representatives, successors, and predecessors.

22. In the event that any Documents responsive to the following Request(s) are withheld on the basis of a claim of privilege or other protection, prepare an appropriate log identifying such Documents with particularity. For each Document withheld, provide the following information: title, date, author(s); recipient(s); document type; subject; location; number of pages; attachments or appendices; nature of privilege or protection claimed; and a description of the Document and its contents that you believe is sufficient to support your contention that the Document may properly be withheld. If a Document is withheld on the ground of attorney work product, also specify whether the document was prepared in anticipation of litigation and, if so, identify the anticipated litigation(s) upon which the assertion is based. Produce the log described above contemporaneously with the responsive Documents.

23. If only a portion of an otherwise responsive Document contains information subject to a claim of privilege or other protection, only those portions of the Document subject to

a claim of privilege or protection should be deleted or redacted and the remainder of the Document should be produced. If any portions of an otherwise responsive Document are deleted or redacted, those portions should be included on the log described in the foregoing instruction.

24. All documents produced in response to the following Requests shall be clearly identified, by Bates stamp or otherwise, as having been produced by you.

25. Unless otherwise specified in a particular request, electronic or computerized information, electronically stored documents, or data shall be produced in a single-page TIFF format, with load files demarcating document breaks, providing parent-child information, and including OCR data and certain metadata to be agreed upon by the parties. Notwithstanding the foregoing, excel files are to be produced in native format. Responsive documents that are not electronically stored are to be produced (i) in a single-page TIFF format, with load files demarcating document breaks, and containing searchable document text (i.e., OCR data), (ii) in a manner which reflects physical boundaries such as boxes, folders, tabs, etc., and (iii) in a manner which reflects the document custodian.

26. Unless otherwise specified, the following requests seek Documents from January 1, 2008 to the date of your production. If it is necessary to produce documents from a prior time period to fully respond to a particular request, do so.

DOCUMENTS TO BE PRODUCED

1. For the period November 3, 2003 through the date of your production, documents sufficient to show your current and/or prior holdings of any of the Zohar Notes, including documents sufficient to show the date(s) on which you acquired, sold, and/or traded any of the Zohar Notes, the counterparties and the price(s) or other terms at which such transactions occurred.

2. For the period January 1, 2003 through the date of your production, all Documents comprising of, or relating to, marketing or due diligence materials relating to the Zohar Funds.

3. For the period January 1, 2003 through the date of your production, all Documents relating to any evaluation or decision by you to purchase, sell, trade, or hold any of the Zohar Notes, including, without limitation, any credit, risk or investment committee memorandum or related Communications.

4. Documents sufficient to show the valuation assigned by you to the Zohar Notes held by you for any purpose, including but not limited to, accounting or profit/loss calculation purposes, including the dates such valuations were assigned.

5. Documents sufficient to show any amount of capital reserves or provisions taken on Zohar Notes held by you, including the dates such reserves or provisions were taken.

6. All Documents relating to any valuation by you or a third party of any of the Zohar Notes, including without limitation:

- a. Month-end or other periodic marks provided by your trading desk to you or any third party for any Zohar Notes;
- b. Month-end or other periodic marks obtained from any third party by you for any Zohar Notes;
- c. Bids or offers shown by or requested of you or any third party for any Zohar Notes (regardless of whether a transaction was contemplated or effected).

7. All Documents relating to:

- a. Overcollateralization Ratio as reported in the Trustee Reports;
- b. Interest Coverage Ratio as reported in the Trustee Reports;
- c. Loan Categories as reported in the Trustee Reports;
- d. Defaulted Assets as reported in the Trustee Reports;

- e. Zohar Financial Statements;
 - f. Ratings of the Zohar Notes issued by Moody's and Standard and Poor's.
8. All Documents related to your monitoring of the performance of the Zohar Funds, including but not limited to any surveillance reviews, watchlist reports or any other monitoring reports relating to the Zohar Funds or Zohar Notes.
9. All Documents relating to any analyses, calculations, or computations performed by you using information or data provided by the Zohar Trustees and/or in the Zohar Trustee Reports, including Documents relating to any analyses, calculations, or computation of interest paid, interest accrued, and/or interest accrued and unpaid on an aggregate fund or loan-by loan basis.
10. All Documents relating to modeling or modeling runs performed by you relating to the Zohar Funds and/or Zohar Notes using any proprietary or commercial cashflow model, data, or software tools, such as but not limited to INTEX or Moody's Analytics.
11. Documents sufficient to identify the individual(s) employed or retained by you who have had significant responsibilities regarding the monitoring of the performance and/or valuation of the Zohar Funds and/or the Zohar Notes held by you.
12. For the period January 1, 2003 through the date of your production, any agreements (including any modifications thereof) between you and MBIA Insurance Corporation in connection with any Zohar Notes owned by you.
13. Documents sufficient to show the total compensation (direct or indirect, cash or non-cash) received by you from MBIA Insurance Corporation or profit made by you in connection with the agreements referenced in Request No. 12, including, any valuation of any non-cash compensation.

14. All Communications relating to the Zohar Funds, Zohar Notes, or Respondents for custodians Jaime Aldama, Robit Chaku, Justin Cicero and Anand Sankaranarayanan, with the exception of e-mail Communications between such custodians on the one hand and Respondents on the other hand.

15. All Documents relating to the Communications reflected in "Exhibit 32" (attached hereto) or the information contained therein, prior to, at the time of, or after those Communications.

16. All Documents relating to conference calls or meetings with Respondents relating to the Zohar Funds.

17. All Communications and all Documents relating to all Communications with the SEC relating to the Zohar Funds and/or Respondents.

EXHIBIT B

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

In the Matter of

LYNN TILTON,
PATRIARCH PARTNERS, LLC,
PATRIARCH PARTNERS VIII, LLC,
PATRIARCH PARTNERS XIV, LLC, and
PATRIARCH PARTNERS XV, LLC,

Respondents.

Administrative Proceeding
File No. 3-16462

Hon. Judge Carol Fox Foelak

CONFIDENTIALITY AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between undersigned counsel for the Respondents in the above-captioned administrative proceeding and counsel for non-party [Barclays U.S. PLC] (“Barclays”), the recipient of a subpoena *duces tecum* issued on May 27, 2015 (the “Subpoena”), that the following terms shall govern handling of documents and information produced pursuant to the Subpoena in the above-captioned proceeding (the “Proceeding”).

1. The Respondents shall not disclose any document or other material of any kind produced by Barclays pursuant to the Subpoena designated by Barclays as Confidential (the “Confidential Material”), nor shall the Confidential Material be given, shown, disseminated, or described, either directly or indirectly to any person(s), except as permitted in paragraph 2 and as necessary for use in, or preparation for, any hearing, briefs, letters, or motions filed by the Parties in this Proceeding or Related Action (as defined in ¶ 2(a)).

2. Confidential Material produced to Respondents in response to the Subpoena during the course of the Proceeding:

a. may be used by the Respondents and their attorneys only for purposes of this Proceeding, any appeal, or any related action in which both the government and the Respondents are also parties ("Related Action");

b. may be produced or disclosed to the Division of Enforcement of the Securities and Exchange Commission and the Administrative Law Judge, including personnel assisting the Administrative Law Judge, or the Securities and Exchange Commission or any other court hearing an appeal of the Proceeding;

c. may not otherwise be disclosed in any form by the Respondents or their attorneys, except to the following categories of "Designated Persons":

- i. all personnel employed, whether full-time or part-time, by the Respondents' attorneys and their law firms;
- ii. independent expert witnesses or advisors retained by the Respondents or their attorneys in connection with the Proceeding or a Related Action;
- iii. witnesses or witnesses' counsel in the context of interviews of those witnesses provided, however, that the witnesses and the witnesses' counsel are not permitted to retain copies of such documents;
- iv. outside vendors providing copying and/or exhibit preparation services;
- v. such other person upon written consent of the designating party or upon order of the Administrative Law Judge.

3. The Respondents and their attorneys shall provide a copy of this Confidentiality Agreement to the Designated Persons to whom they disclose Confidential Material pursuant to paragraph 2(c). Any Designated Person who receives a copy of any Confidential Material to retain shall be subject to the terms of this Confidentiality Agreement, and Respondents shall obtain from such person (other than any person employed by Respondents' attorneys' law firms)

written agreement to be bound by the terms of this Confidentiality Agreement in the form attached hereto as Exhibit A.

4. Barclays may, at the time of production, designate all documents produced pursuant to the Subpoena as “Confidential” with a stamp or label on the face of the document or item so indicating.

5. To the extent that Barclays produces information or documents it believes contains confidential and proprietary business information or other highly confidential material (“Highly Confidential Material”), it shall, at the time of production, also so designate such information or documents as “Highly Confidential” with a stamp or label on the face of the document or item so indicating, and it shall indicate in the accompanying correspondence that Highly Confidential Material is being produced pursuant to this Confidentiality Agreement and/or Protective Order. For the avoidance of doubt, the term Confidential Material, as used in this Confidentiality Agreement, includes Highly Confidential Material.

6. The Respondents will consent to a motion for a Protective Order governing the treatment of Highly Confidential Material. The Respondents do not take, nor will they take, any position as to whether the Highly Confidential Material is or is not in fact protectable under the Securities and Exchange Commission’s Rules of Practice. During the pendency of any motion for a Protective Order, Respondents shall treat any Highly Confidential Material produced to them in a manner consistent with the terms of that Protective Order, as contemplated by Rule 322(d) of the Rules of Practice. If that motion for a Protective Order is denied in whole or in part, the Respondents will use reasonable efforts to protect any Highly Confidential Material from public disclosure, including by adhering to the terms of this Confidentiality Agreement and by requesting to file under seal any Highly Confidential Material that has not been admitted into

evidence in any hearing. For the avoidance of doubt, this Confidentiality Agreement is not contingent upon the Administrative Law Judge granting, in whole or in part, any motion for a Protective Order. In addition, Barclays agrees that it will not condition or delay its production of documents responsive to the Subpoena, or withhold any otherwise responsive documents, upon the granting in whole or in part any motion for a Protective Order.

7. Notwithstanding anything to the contrary herein, the provisions of this Confidentiality Agreement shall not be construed as preventing the disclosure of any document or information in connection with any hearing, deposition or trial held in this Proceeding or any hearing, deposition, or trial held in a Related Action, or to any administrative law judge, commissioner, judge, court or appellate court with jurisdiction over this Proceeding or Related Action related to such hearing or trial. To the extent there is a Related Action before a different court, the Respondents will consent to a motion for the issuance of a Protective Order containing equivalent protections as the Protective Order requested in this Proceeding.

8. Failure to designate documents or information as Confidential or Highly Confidential shall not be deemed a waiver of Barclays' claim of confidentiality or other applicable privilege as to such documents or information, and Barclays may thereafter designate such documents or information as Confidential or Highly Confidential, provided, however, that Respondents' obligations with respect to such subsequently designated Confidential or Highly Confidential Material will commence at the time of designation or written notice of same.

9. The parties hereto agree to follow Fed. R. Civ. P. 26(b)(5)(b) with respect to any inadvertently or unintentionally produced or disclosed information, including, without limitation, the inadvertent production or disclosure of Confidential Material or information for which there is a claim of privilege.

10. Within sixty (60) calendar days after receiving notice of the entry of a decision, order, judgment or decree finally disposing of the Proceeding or a Related Action (whichever is latest), including the exhaustion of any appeals, Respondents shall advise Barclays and shall either (a) collect and return to Barclays all copies of the Confidential Material produced by Barclays or (b) attest to Barclays that all copies of the Confidential Material produced by Barclays have been destroyed, except that counsel to Respondents may retain a copy of all pleadings, affidavits, motions papers, deposition and hearing transcripts, legal memoranda, briefs, expert reports, and other documents filed with the Court or forming part of the hearing or trial record, even if such material contains or reflects Confidential Material.

11. The Confidentiality Agreement shall be effective as to each party immediately upon the signature of the party or its counsel.

AGREED TO:


ON BEHALF OF RESPONDENTS

Dated: New York, New York
July 15, 2015

MARTIN J. AUERBACH
1330 Avenue of the Americas
Suite 1100
New York, New York 10019
Tel: 646.787.2370
auerbach@mjacsq.com

ON BEHALF OF BARCLAYS

Dated: New York, New York
July 15, 2015



JONATHAN M. SHAW
BOIES SCHILLER & FLEXNER LLP
5301 Wisconsin Avenue, NW
Washington, DC 20015

Tel: (202) 274-1123
jshaw@bsfllp.com

Exhibit A

I have read the Confidentiality Agreement between Respondents and Barclays dated _____ (the "Agreement") that relates to documents produced by Barclays in the Matter of Lynn Tilton, et al., Administrative Proceeding File No. 3-16462 (Hon. Judge Carol Fox Foelak). I understand the provisions of such Agreement and I understand the responsibilities and obligations such Agreement imposes on persons viewing the material encompassed by the Agreement. Pursuant to the Agreement, I hereby agree to be bound by all their provisions of the so as to enable me to review the material encompassed by the Agreement, and I hereby consent to the personal jurisdiction of the United States Securities and Exchange Commission, for any proceedings involving the enforcement of the Agreement.

EXECUTED this ____ day of _____, ____.

Name / Title

EXHIBIT C

From: Andrew Michaelson [<mailto:AMichaelson@BSFLLP.com>]

Sent: Monday, October 17, 2016 5:32 PM

To: Susan Brune

Subject: Barclays

Susan,

You have requested, on behalf of Patriarch, that Barclays produce the commutation agreement between Barclays and MBIA (the "Commutation Agreement"). The request is made pursuant to the subpoena issued to Barclays Bank on May 27, 2015, in the Matter of Lynn Tilton, et. al. and signed by the Honorable Carol Fox Foelak, Administrative Law Judge (the "Subpoena").

Barclays disputes the relevance of the Commutation Agreement, but is nonetheless amenable to producing it in response to your request subject to certain redactions. Specifically, Barclays proposes to redact from the Commutation Agreement any names (and other associated identifying details) of transactions that may be covered by the Agreement other than those relating to Zohar. Our understanding is that you are amenable to such redactions, while reserving your right to request an unredacted version as necessary.

The Commutation Agreement, however, is subject to confidentiality. MBIA has declined to provide Barclays with written consent to produce it, and has expressly objected to its production in response to the Subpoena. Accordingly, Barclays awaits either further instruction from the Court or written consent from MBIA.

MBIA is represented by Josh Arnold, at Cadwalader.

Best regards,
Andrew

The information contained in this electronic message is confidential information intended only for the use of the named recipient(s) and may contain information that, among other protections, is the subject of attorney-client privilege, attorney work product or exempt from disclosure under applicable law. If the reader of this electronic message is not the named recipient, or the employee or agent responsible to deliver it to the named recipient, you are hereby notified that any dissemination, distribution, copying or other use of this communication is strictly prohibited and no privilege is waived. If you have received this communication in error, please immediately notify the sender by replying to this electronic message and then deleting this electronic message from your computer. [v.1]