



**Alvarez & Marsal**  
**Global Forensic and Dispute Services, LLC**  
700 Louisiana Street, Suite 900  
Houston, TX 77002  
Phone: +1 713 571 2400  
Fax: +1 713 547 3697

**PRIVILEGED & CONFIDENTIAL**  
**Subject to the Attorney-Client Privilege /**  
**Attorney Work Product Doctrine**

June 3, 2013

Mr. Eddie Hebert  
Goldking Holdings LLC  
Two Shell Plaza  
777 Walker Street, Suite 2500  
Houston, Texas 77002

Re: Goldking Holdings LLC – Assistance in the investigation (the “Action”) of certain questioned transactions and related matters

Dear Ms. Kissel:

This letter confirms the engagement terms among Alvarez & Marsal Global Forensic and Dispute Services, LLC (“A&M”) and Gibbs & Bruns LLP (“Counsel”), on its own behalf and as legal advisors to Goldking Holdings LLC (the “Company”) in connection with the Action (this “Engagement”). Unless you notify us in writing prior to A&M commencing services, the terms hereof will be deemed accepted as of the date you first requested that we commence providing such services.

**I. Description of Services**

A&M shall provide the following services to Counsel and the Company:

- (1) Computer Forensics, Electronic Discovery, Forensic Data Mining; and
- (2) Such other services as may be agreed to by A&M, Counsel and the Company.

The specific procedures to be performed by A&M will be established based on discussions with you as the Engagement progresses and as additional information is obtained. Because A&M will be acting as independent experts or consultants, its reports or advice must be objective and impartial. Counsel and Company acknowledge that no reliance shall be placed on draft reports, or preliminary conclusions or advice, whether written or oral. A&M agrees to perform its work in consultation with Counsel but A&M shall have sole control over the substance of its conclusions and the form and content of its reports.

**PRIVILEGED & CONFIDENTIAL**

Mr. Eddie Hebert

June 3, 2013

Page 2

**II. Engagement Staffing and Fees**

Al Lakhani, an A&M Managing Director, will be responsible for the Engagement on behalf of A&M. Other A&M professionals will also be working on the Engagement, as appropriate. A&M personnel providing services to you may also work with other A&M clients in conjunction with unrelated matters.

A&M bills for its professional services on the basis of its hourly rates, which range from \$175 to \$650. These rates shall be subject to adjustment annually at such time as A&M adjusts its rates. A&M agrees to inform Counsel promptly of any rate adjustment.

A&M also will bill for reasonable direct out-of-pocket third party expenses and 8% of fees billed for in-house indirect administrative expenses such as telephone charges, computer use, in-house copying, facsimiles, and other internal services. A&M will also bill \$250 per user per month for access to our Forensic Technology lab. In addition, A&M shall be reimbursed for the reasonable fees and expenses of its counsel incurred in connection with the enforcement of this agreement.

All fees and expenses will be billed and payable on a monthly basis or, at A&M's discretion, more frequently. Invoices will be sent directly to the Company. Payment is due upon receipt and is not contingent upon the substance of any conclusions reached by A&M or the outcome or final resolution of the Action.

A&M requires that all outstanding fees and expenses incurred be paid before the issuance and delivery of any report, attendance at any deposition or hearing or the rendering of any deposition or trial testimony or other sworn statement/submission.

**III. Term**

The Engagement shall be deemed to have commenced on the date the services described herein were first requested and may be terminated by any party without cause by giving 30 days' written notice to the other parties. In the event of any such termination, any fees and expenses incurred by A&M shall be remitted promptly.

**IV. Relationship of the Parties and Regulatory Body Standards**

The parties intend that an independent contractor relationship will be created by this engagement letter. A&M will comply with applicable professional standards. Further, the Engagement shall not constitute an audit, review or compilation that is subject to the rules of the AICPA, SEC, the PCAOB, or other state, national, or international professional or regulatory bodies.

**V. No Third Party Beneficiary and Limitations on Use**

Counsel and the Company agree that, without A&M's prior written permission, there are no third party beneficiaries. Other than in connection with the Action or as required by law, no A&M work product (written or oral) generated in connection with this Engagement shall be made public, including by filing with any court.



**PRIVILEGED & CONFIDENTIAL**

Mr. Eddie Hebert

June 3, 2013

Page 3

**VI. Conflicts and Related Understandings**

A&M has performed an internal search for any potential conflicts based upon the names of the parties in the Action that have been provided by Counsel. Nothing has come to our attention that, in our judgment, would impair our ability to objectively serve you in this Engagement. Counsel and the Company agree that they will inform us promptly of additional parties in the Action or of name changes from those parties whose names were provided by Counsel. Because A&M is an international consulting firm, it is possible that A&M may have rendered or will render services to or have associations with other entities or people which had or may have some connection with this Action. A&M will not represent, in this Action, the interests of any such entities or people in connection with the Action without your prior consent.

We will not be prevented or restricted by this Engagement from providing services in matters unrelated to the Action, and you agree to waive any conflict of interest that may arise in connection with any such other engagement.

**VII. Confidentiality**

A&M agrees that it will take steps to limit access to Engagement information to those who have a need to know such information. All obligations as to non-disclosure shall cease as to any part of such Engagement information to the extent that 1) such information is or becomes public other than as a result of a breach of this provision, 2) as directed by the Company and/or Counsel, or 3) as required by law.

If any person or entity requests or subpoenas any information or materials relating to the Action, we will inform Counsel and the Company of such request or subpoena. The Company agree to reimburse A&M for any time and expenses related to the request or subpoena.

**VIII. Limitation on Liability**

In no event shall A&M, its affiliates, and their partners, principals, and personnel be liable to Counsel or the Company, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this agreement unless the damages were caused primarily and directly from the fraud or willful misconduct of A&M relating to such services. In no event shall A&M or its personnel be liable for any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Engagement (including, without limitation, loss of profit, data, business, goodwill, or similar damages) even if advised of the possibility of such damages. In no event shall A&M be responsible for damage to computers or electronic media of any type, including tapes, CDs, DVDs, or hard drives, etc.

**IX. Indemnification**

The Company agree to hold harmless and indemnify A&M and its affiliates (including their officers, partners, principals, members, managers, employees, and agents) against all claims, damages, and costs (including reasonable attorney's fees and disbursements) arising out of this Engagement, except for such claims, damages and costs resulting from any actions by A&M



**PRIVILEGED & CONFIDENTIAL**

Mr. Eddie Hebert

June 3, 2013

Page 4

constituting fraud or willful misconduct.

**X. Disputes**

This agreement (a) shall be governed and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof; (b) incorporates the entire understanding of the parties with respect to the subject matter hereof; and (c) may not be amended or modified except in writing executed by all parties hereto. Any claims and disputes arising under or relating to this agreement or the services will be submitted to the American Arbitration Association ("AAA") for binding arbitration before three (3) arbitrators and prompt resolution pursuant to the Federal Arbitration Act (Title 9 of the United States Code) and the AAA's published Commercial Arbitration Rules in effect on the date of this agreement. A&M and the Company each shall nominate one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. A&M, Counsel, and the Company agree to this exclusive remedy, and to be bound by the results of arbitration.

The arbitration hearing will be held in New York, New York. Notwithstanding the foregoing, either party shall be entitled to seek injunctive or other equitable relief from any court of competent jurisdiction, without the need to resort to arbitration. To the extent that the rules of arbitration set forth above permit the commencement of any judicial proceeding, each party consents and submits to the personal jurisdiction of and exclusive venue in the federal courts with jurisdiction over the Southern District of New York or, if such courts lack subject matter jurisdiction, in the New York state courts with jurisdiction over New York County, New York. Each party waives all defenses of lack of personal jurisdiction and forum non conveniens in such courts. Any action against A&M must be brought within 18 months after the services giving rise to the action are rendered.

If any term or provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

**XI. Miscellaneous**

Unless otherwise agreed, A&M shall retain all documents received and workpapers prepared in accordance with our retention policy.

The parties acknowledge that A&M may retain a third party to process and host electronic data (including emails); provided, however, such third party shall not be authorized to review the content of such electronic data. Only authorized A&M personnel, Counsel and the Company shall have access to such electronic data.

Sections V, VII, VIII, IX, X, and XI of this agreement shall survive the expiration or termination of this agreement.

This agreement contains the entire understanding between the parties hereto, including the Company. No term hereof shall be deemed waived, altered, or amended other than by a



**PRIVILEGED & CONFIDENTIAL**

Mr. Eddie Hebert

June 3, 2013

Page 5

document in writing signed by the party against whom such waiver, alteration, or modification is sought to be enforced.


This agreement may be signed in one or more counterparts (by original or facsimile or electronic signature) and each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

The parties acknowledge that: (i) A&M may correspond or convey documentation via Internet e-mail unless Counsel or the Company expressly requests otherwise, (ii) A&M has no control over the performance, reliability, availability, or security of Internet e-mail, and (iii) A&M shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond A&M's reasonable control.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

ALVAREZ & MARSAL GLOBAL FORENSIC AND DISPUTE SERVICES, LLC

By: 

Title: Managing Director

AGREED TO AND ACCEPTED:


Gibbs & Bruns LLP

By: 

Title: Associate

AGREED TO AND ACCEPTED:

Goldking Holdings LLC

By: 

Title: CEO

