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2014
December
November
October
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1

Olga Potapovitch added 9 new photos — with Nadya Khapsalis at The Conservatorium Hotel.
May 30, 2014 · iOS

Kogod, Pltf
11006

Exhibit 3U.290

Cesdle Home

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October
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May

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1

Olga Potapovitch added 9 new photos — with Nadya Khapsalis at The Conservatorium Hotel.
May 30, 2014 · iOS

Kogod, Pltf
11007

Exhibit 3U.291

Classic Home

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December

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October

September

August

ter, не трави душу.....)

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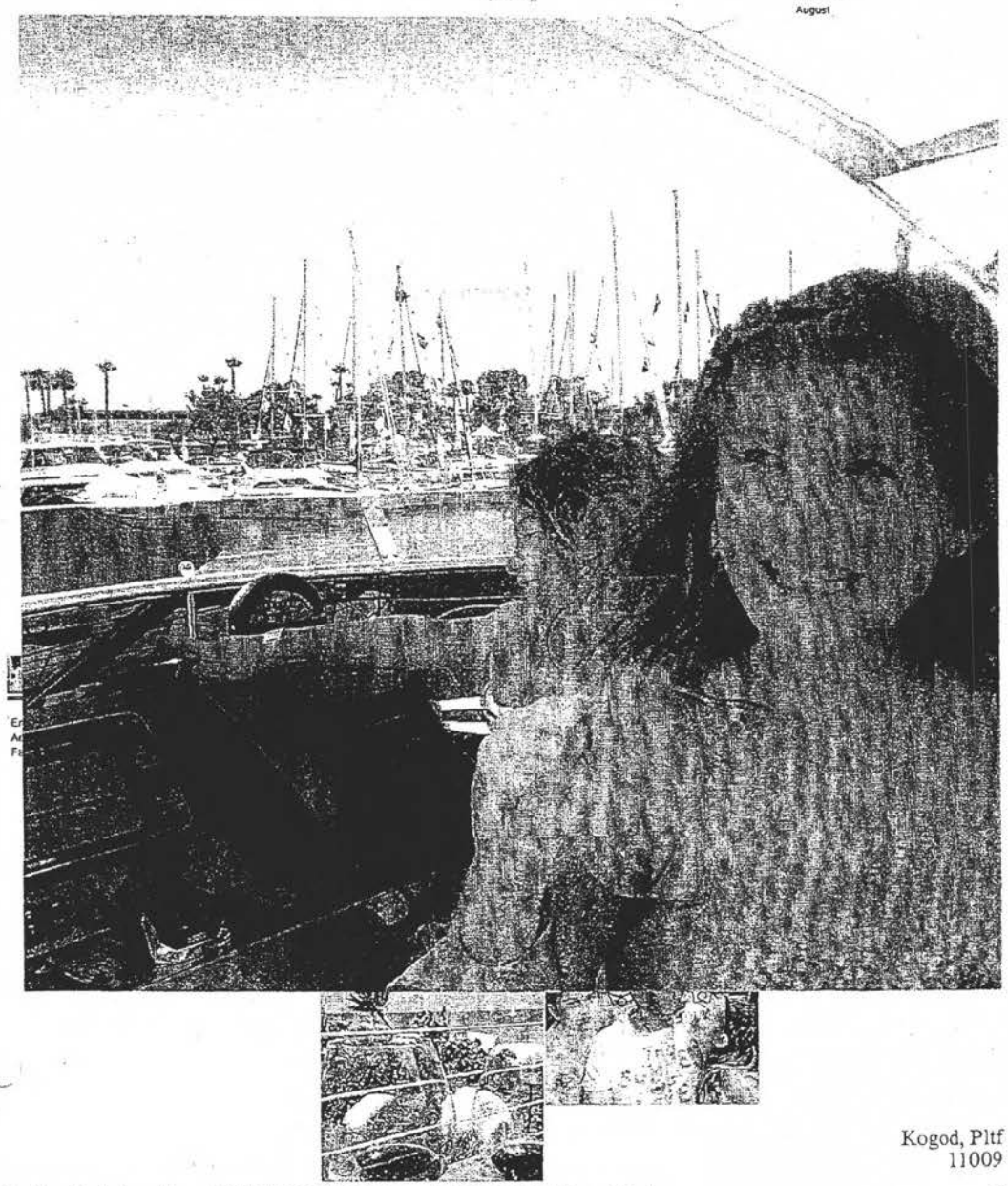
May 30, 2014 · iOS

Kogod, Pltf
11008

Exhibit 3U.292



Kogod, Pltf
11009

Exhibit 3U.293

Nadya Khapsalis

Cassie Home

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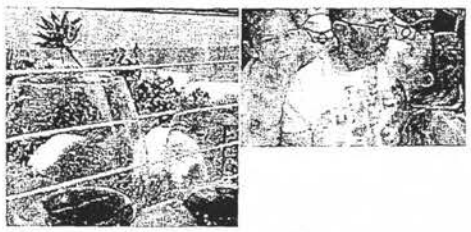
November

October

September

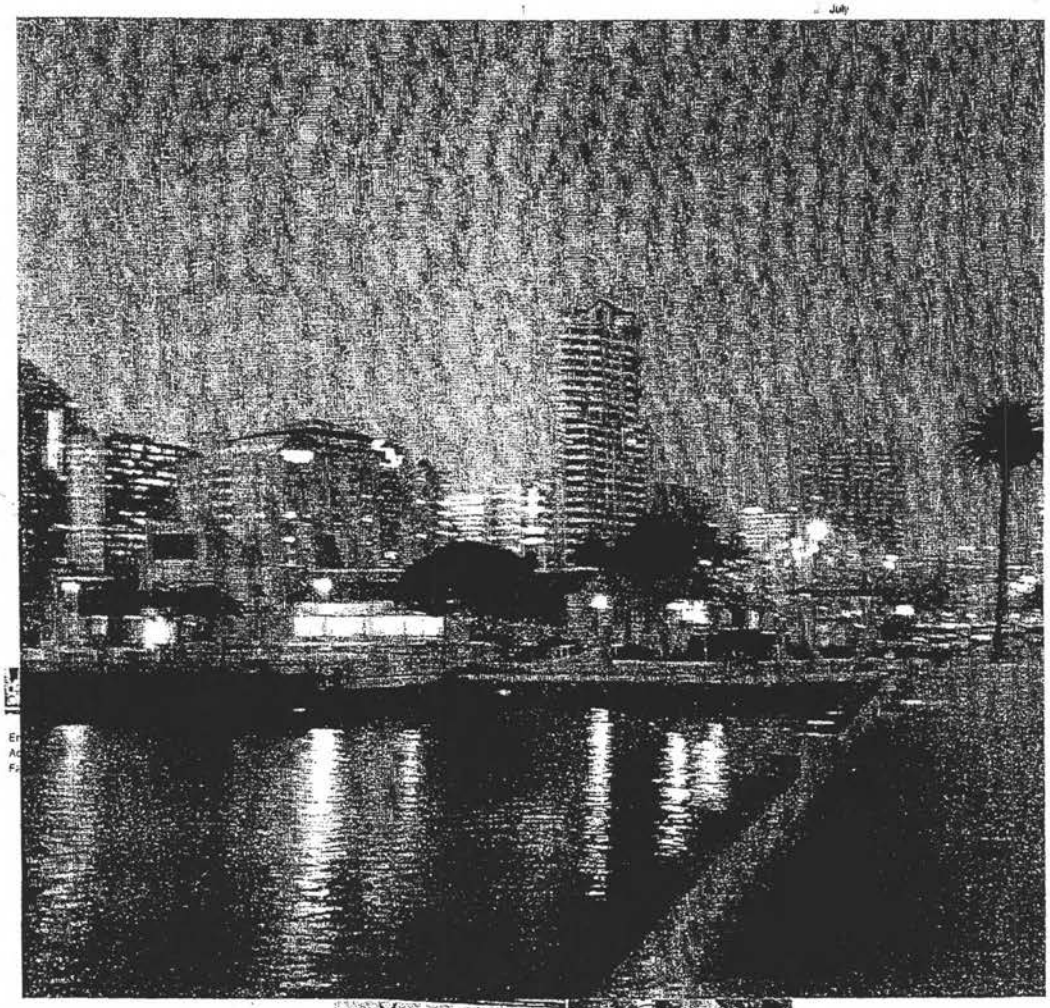
August

July



Kogod, Pltf
11010

Exhibit 3U.294



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Nadya Khapsalis Elena Benjamin
December 26, 2013

Just landed — at [illegible]

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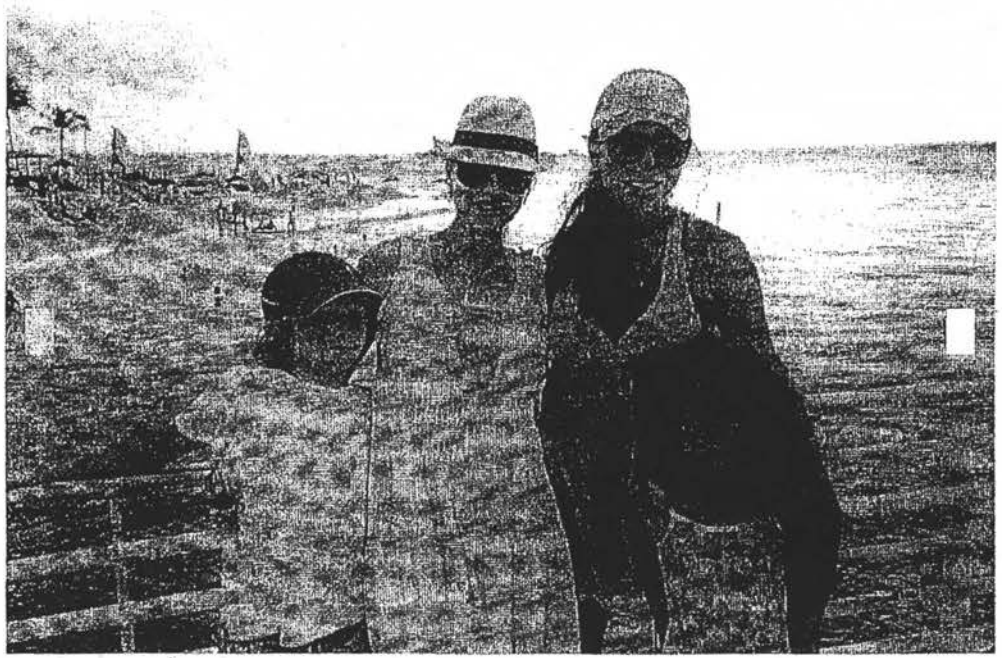
Labor Day Weekend Deals
www.hendersonchevy.com
Labor Day weekend sale at Henderson Chevy get 0% for 72 on most new Chevrolet models

Kogod, Pltf
11012

Exhibit 3U.296

Kogod, Pltf
11013



Mobile Uploads

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Elena Benjamin
December 27, 2013 near Fajardo, Puerto Rico

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Johnny Ray Que Bellos!
See Translation
December 27, 2013 at 6:41pm

Martin Russilmov ELENA00Okiss
See Translation
December 28, 2013 at 5:52am

People You May Know See All

Patrick Kent
1 mutual friend
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Elena Benjamin
December 30, 2013 near Fajardo, Puerto Rico ·

With Sesha Benjamin.

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Martin Russimov)))))))))–2 ГЪРП))))АНД ДЖЕНТЪЛЬМЕНІІІ
December 31, 2013 at 7:52am

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1 mutual friend
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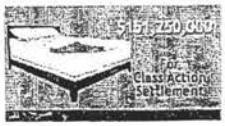

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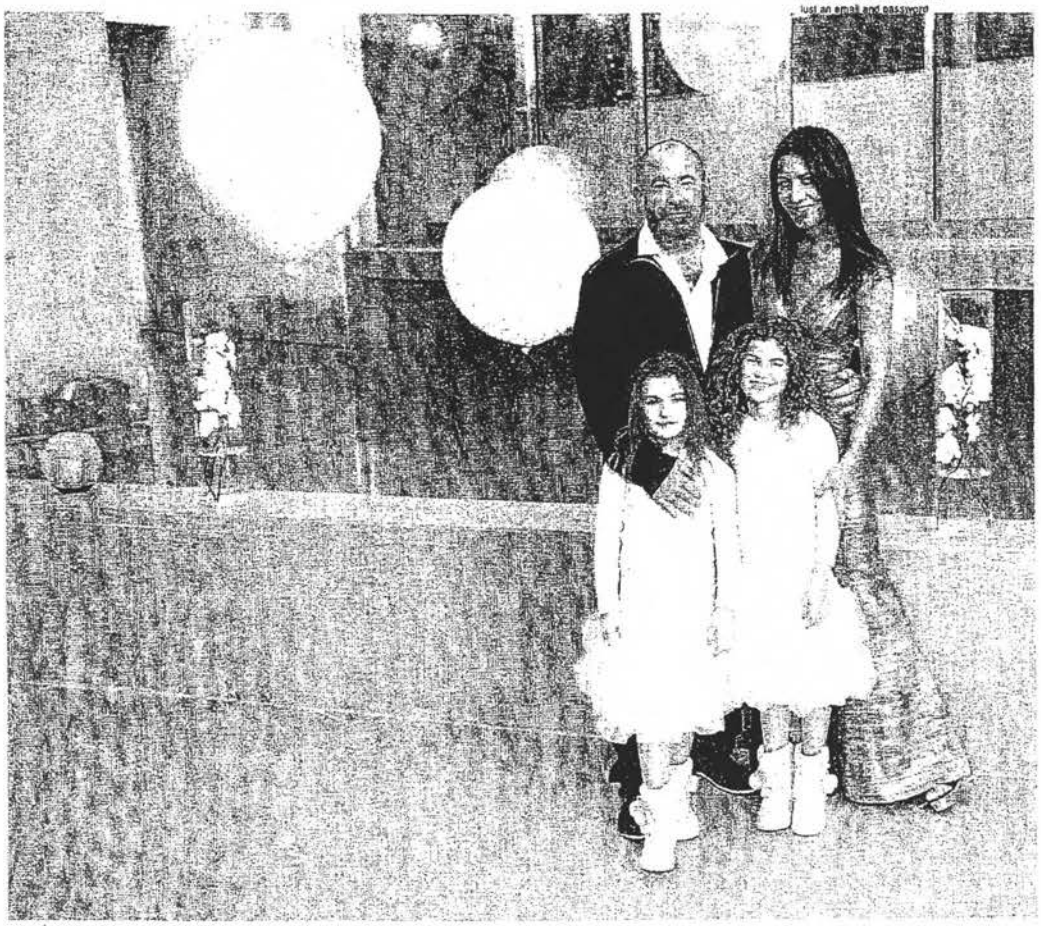

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Exhibit 3U.299

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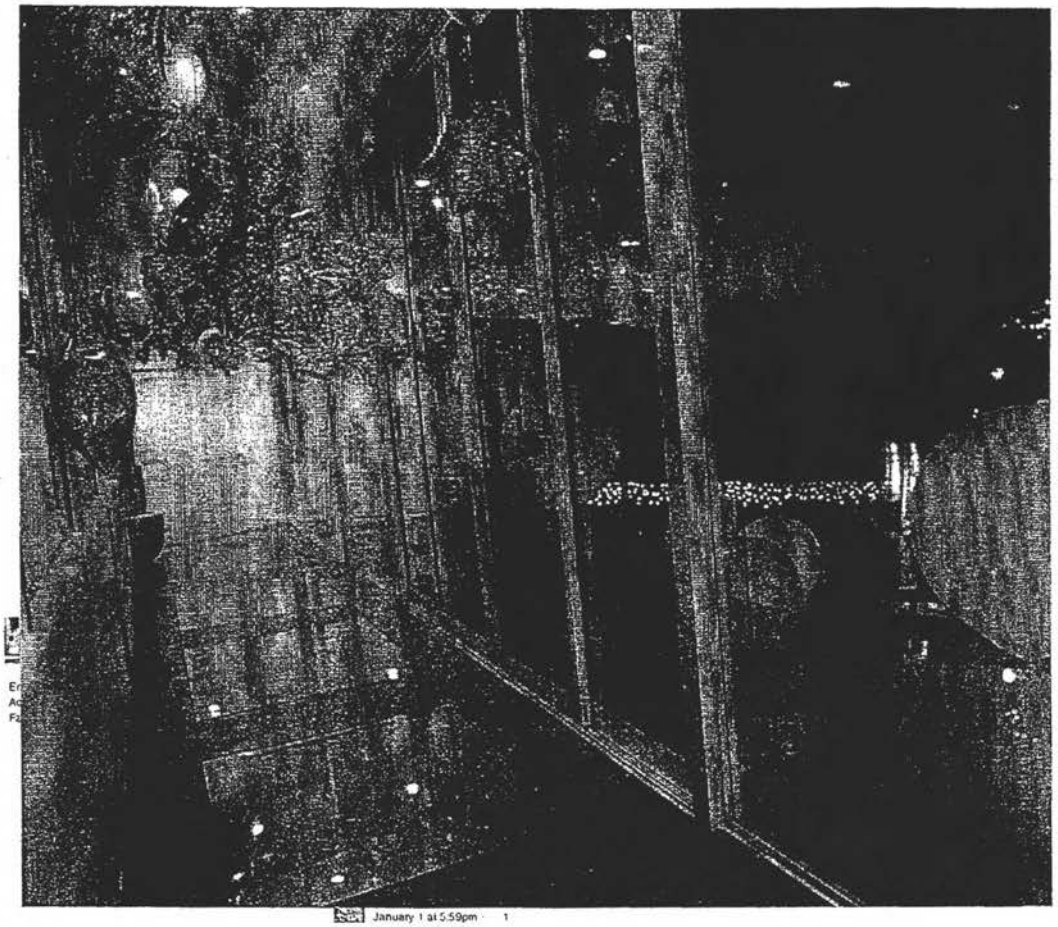
Exhibit 3U.300

January 1 at 5:50pm · 1

Elena Benjamin was with Asya Gorovets and 4 others at Crustacean Eurc Asian Cuisine.
December 21, 2014 ·

Kogod, Pltf
11017

Exhibit 3U.301



January 1 at 5:59pm · 1

Elena Benjamin was with Asya Gorovets and 4 others at Crustacean Euro Asian Cuisine.
December 21, 2014

Kogod, Pltf
11018

Exhibit 3U.302

Recent
2015
2014
2013
2012
2011
2010
2009

January 1 at 5:59pm

Elena Benjamin was with Asya Gorovets and 4 others at Crustacean Euro Asian Cuisine.
December 21, 2014

Kogod, Pltf
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Exhibit 3U.303

Cassie Home

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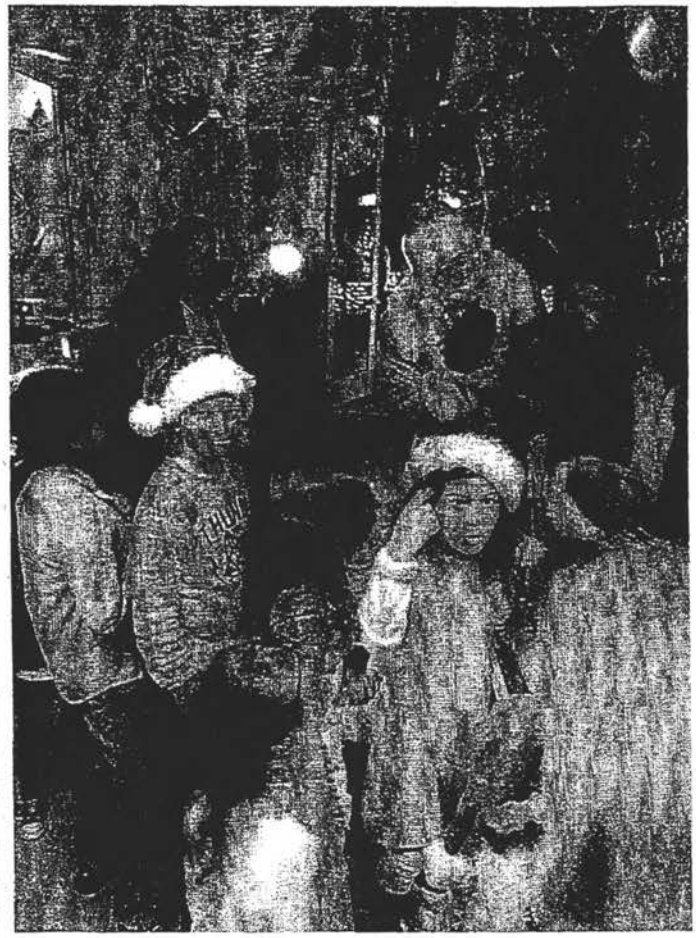
www.sammydress.com
Save up to 55% on 2015
Latest Dresses. Free Shipping



Elena Benjamin
December 29, 2014

At Benedict Canyon.

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Franklin Stanton
1 mutual friend
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La'go My Ego (Prod. By
soundcloud.com
Nobody is ever what anyone is looking for. Its not about being it. its about becoming it.

Kogod, Pltf
11020

Exhibit 3U.304

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Cute Dress $15.99 Only
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on 10,000 Items Site-wide.
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Elena B
Decembe

At Benedict Canyo

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Martin Rus
имителиген
Берените ю
2015)))
See Transla
January 2 a

People You May Kno

Marty
16 mut
Ad

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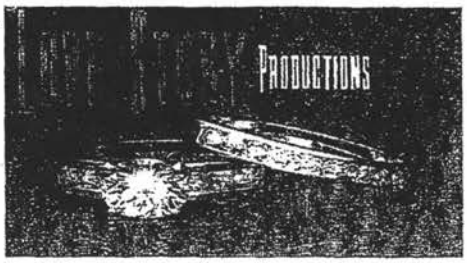
cutrateglassh.com
Low Price Fast Se
Shower Enclosure

Kogod, Pltf
11021

Exhibit 3U.305

Pltf
11022

Exhibit 3U.306

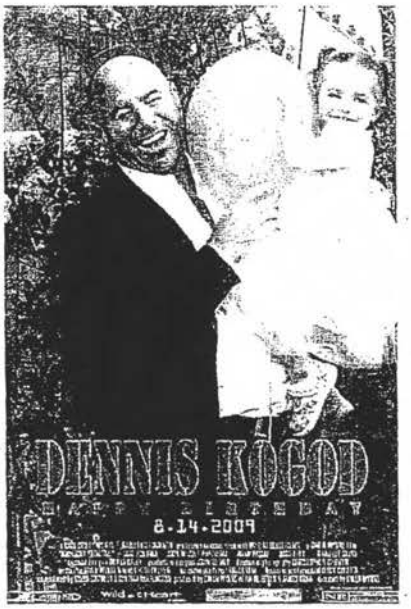


310.910.3443

your life is your love story.....
Keep your memories alive

Thursday, August 27, 2009

DENNIS THE MOVIE



Blog Archive

- ▹ 2014 (3)
- ▹ 2013 (4)
- ▹ 2012 (7)
- ▹ 2011 (12)
- ▹ 2010 (13)
- ▿ 2009 (18)
  - ▹ Dec (3)
  - ▹ Sep (2)
  - ▿ Aug (5)
    - DENNIS THE MO\
    - The Highlights of h Wedding
    - LOVE STORY PR\ receive perfect 5
    - LOVE STORY PR\ 51 for High Qua
    - THE WEDDING O Rebekkah HIGH
  - ▹ Jul (3)
  - ▹ Jun (5)

Kogod, Pltf
11023

Exhibit 3U.307

NADJA had a Surprise Party for her husband Dennis.
Star Wars Theme Birthday Surprise Movie. Produced by LOVE STORY PRODUCTION.
Dennis's Birthday Surprise Movie "STAR WARS"

"My name is Nadya Khapsalis Kievsky . Im done with Carolin 3 movies And planing to do much more ... She is very talented film maker Responsible and crealive . Doing her job fast and professional ...) recommend her allot of my friends and they also very happy with her work ...Im highly recommending LOVE STORY PRODUCTION by CAROLIN [illegible]" Nadya

Professional Wedding Videography Servic & Best Videographers in Los Angeles, Orange County and Pasadena. Professional Video & Videos Production Services. www.lovestoryproduction.com

Posted by LOVE STORY PRODUCTION

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Comment as: Google Account

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Newer Post | Home | Older Post

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Exhibit 3U.308

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Irina Kh
February

With Nadya & Den

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1 share

Kseniya Dr
Привет ему
February 6,

People You May Kno

HotSho
1 mutu
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soundcloud.com
Nobody is ever wh
being ii. its about t

Kogod, Pltf
11025

Exhibit 3U.309

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Nobody is ever what anyone is looking for, its not about being

Elena B
July 6, 2(

At California Yacht

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Martin Rus
July 22, 201

Martin Rus
OEVUSHKA
July 22, 201

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If You Purchased (
Polyurethane Foar

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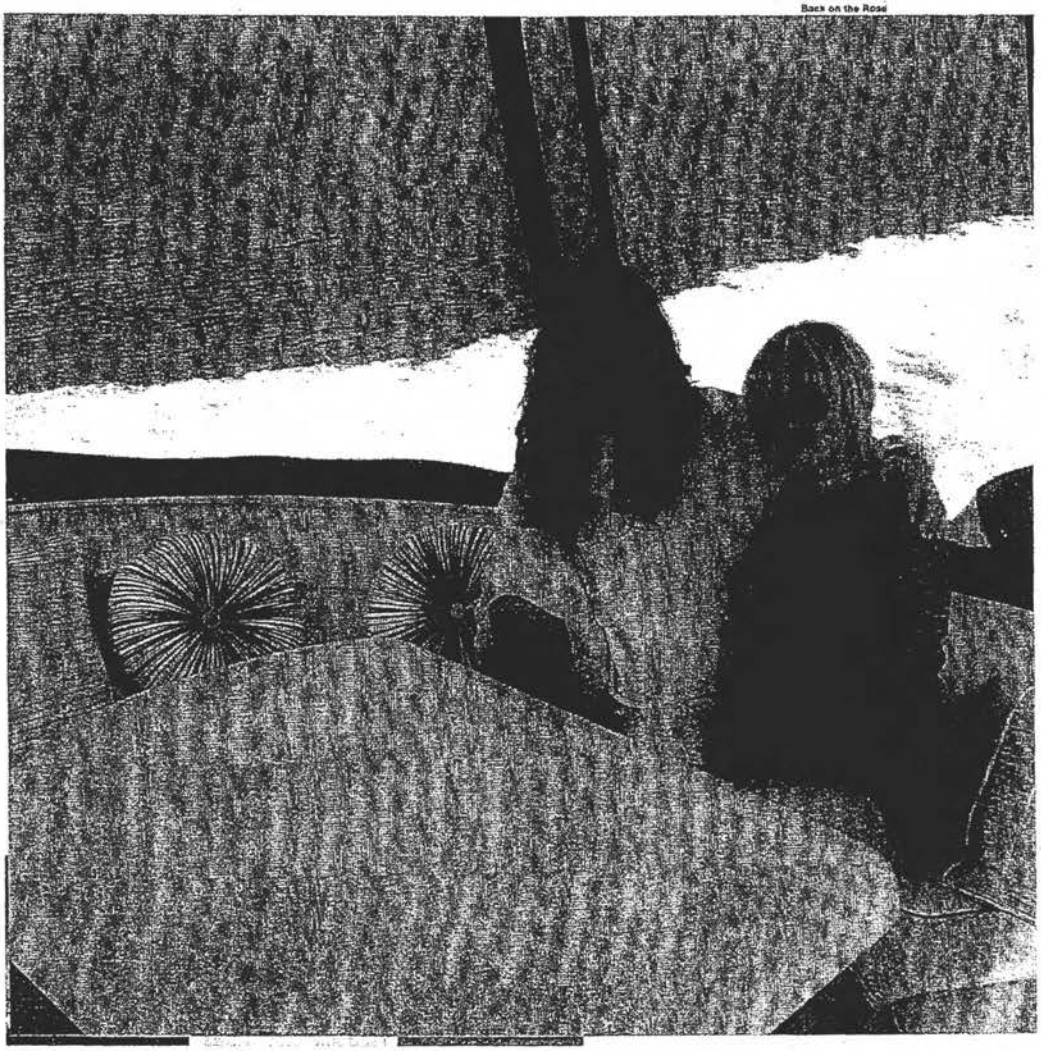


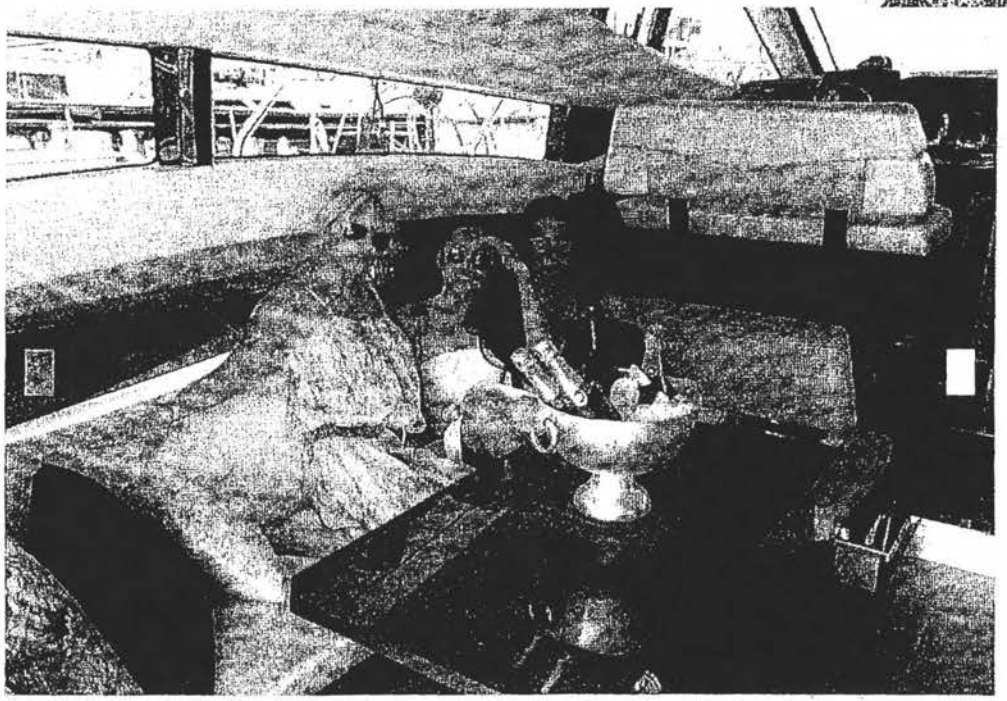
Mobile Uploads Cover Photos Profile Pictures

More About Nadya Khapsalis

Videos

Kogod, Pltf
11027

Exhibit 3U.311



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Elena Benjamin
July 5, 2014 near Los Angeles, CA

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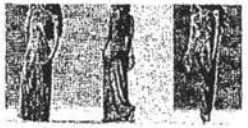
11 people like this.

Martin Russimov PLATYIE VELIKOLEPNO)))))
July 22, 2014 at 11:42am

Games You May Like See All

Village Life
500,000 players
Play Now

Sponsored Create Ad



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Women's Dresses At Wholesale Price, All Styles & High Quality .Shop Now !

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11028

Exhibit 3U.312

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Sweet ~N~Sassy Jumper
"charcoal"

Certified Technicians

Elena B
January :

With Asya Gorovet
Zhanna Smirnov, I
at Hotel Bel Air.

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4 people like this

1 share

Vladyslav
January 24,

People You May Kno

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1 mutua
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11030

Exhibit 3U.313

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MY
December 15, 2012

Polina Rabtseva — with Nadya Skazka Silenskaya, Nadya Khapsalis and Dmitry Monahov in Los Angeles, California.

Like · Comment · Share

12 people like this.

Nadya Skazka Silenskaya Красавицы!!!Надя Алена Лиана Надюшка!!!
December 17, 2012 at 10:55pm · Like · 1

Roberto Mancini КАК ВСЕГДА КРАСАВИЦА
As always beautiful
Automatically Translated
June 25, 2013 at 6:39am · Like

Write a comment...

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Give Feedback

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11031

Exhibit 3U.314

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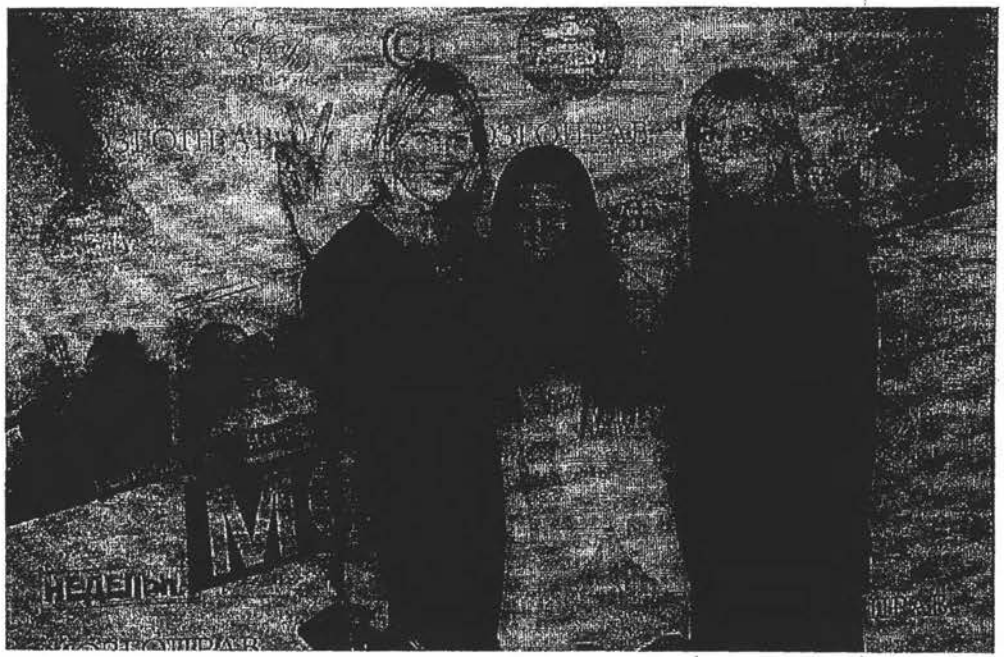

Russian Comedy Club - Los Angeles
November 20, 2013 · Edited ·

Red Carpet for TV-Show "Mozgoprav" with Russian Comedy LA! — with Nadya Khapsalis.

Like · Comment · Share

17 people like this.

2 shares

Inna Khusid You guys mozgi komu ugodno vpravile:)
See Translation
January 16, 2014 at 12:25pm · Like

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Brioni Greenberg likes this

More About Nadya Khapsalis

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Exhibit 3U.315

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Lika Osipova
Follow · March 9, 2014 ·

Before the show #MissRussianLA — with Lucy Alex, Alex Dumashkin, Nadya Khapsalis and Asya Gorovets.

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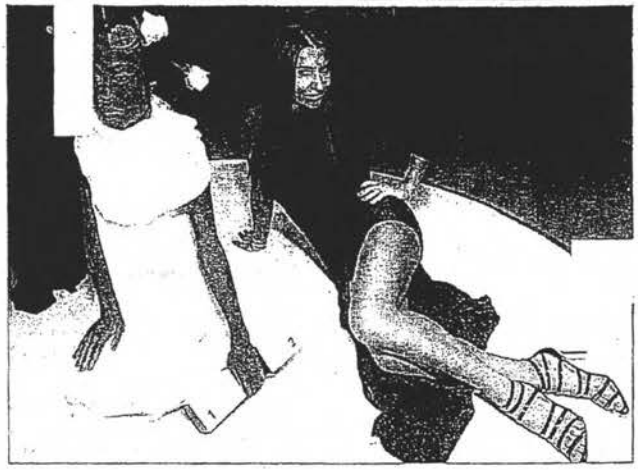
29 people like this.

Leonid Picos Only a conservatory * * any man can feel like a real macho !!!!

ER JUST GOT EASIER
The Valley Health System
SEE HOW HERE

Time Fashion Preview in LA (Nadya Khapsalis)
Show Everyone » | Browse All Nadya Khapsalis Photos »



Time Fashion Preview in LA

In This Photo: **Nana Ghana**, **Nadya Khapsalis**

Nana Ghana and Nadya Khapsalis model in store window at H. Lorenzo during the Fashion Preview Sale And Performance With Yasha & MiMoDA Jazzo Gruppa on November 17, 2014 in Los Angeles, California.
(Nov. 15, 2014 - Source: Rochese Brodin/Getty Images North America)

NADYA KHAPSALIS PHOTOSTREAM

Show Pictures In This Album With:

Aliona Kononova

Nana Ghana

Kristina Tsbelkova

Kseniya Durst

MiMoDA Jazzo Gruppa

Cameron Helm

Kogod, Pltf
11034

Exhibit 3U.317

Olga Dikaya
July 26 near Los Angeles, CA ·

Целуем тебя Alexander Khapsalis

See Translation
— with Irina Khapsalis, Elizabeth Khapsalis and Nadya Khapsalis.

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46 people like this.

Elena Kalashnikova Какие прекрасные Хапсалисы!!!!
See Translation
1 · July 26 at 8:16am

Alexander Khapsalis Это не Хапсалисы - это Хапсики!!!!
See Translation
1 · July 26 at 1:48pm

Suggested Pages See All

UTAH Party Peeps!!!
(highschool)
Nikiya Cambrey Smith and 8 other friends like this.
Like

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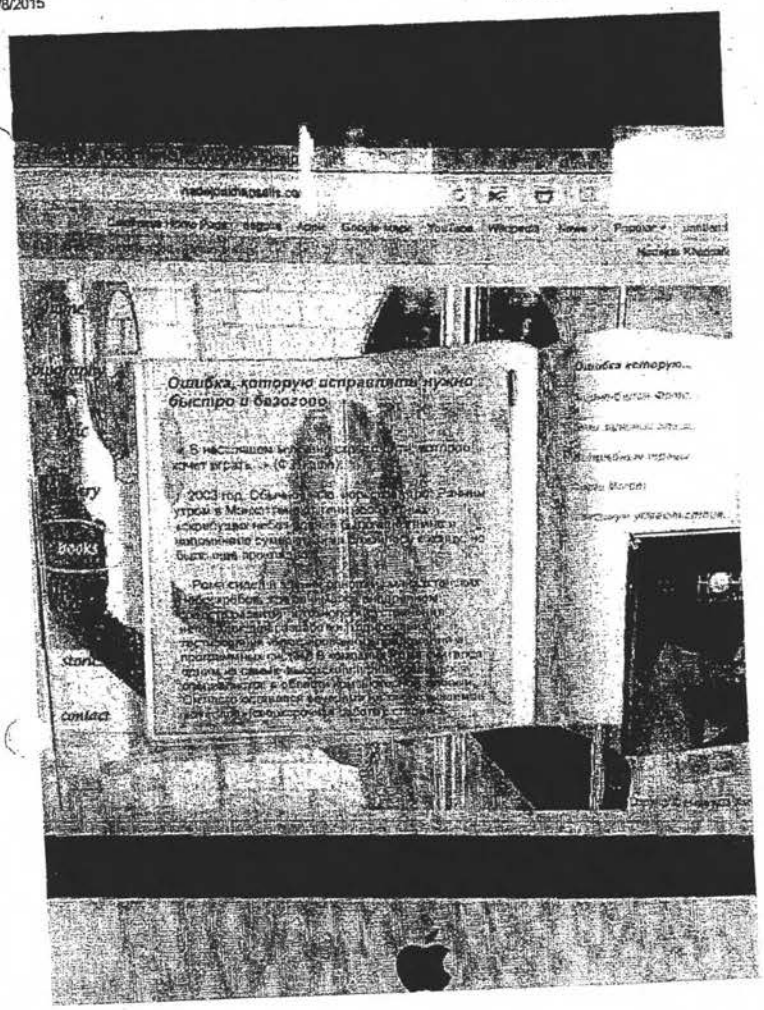
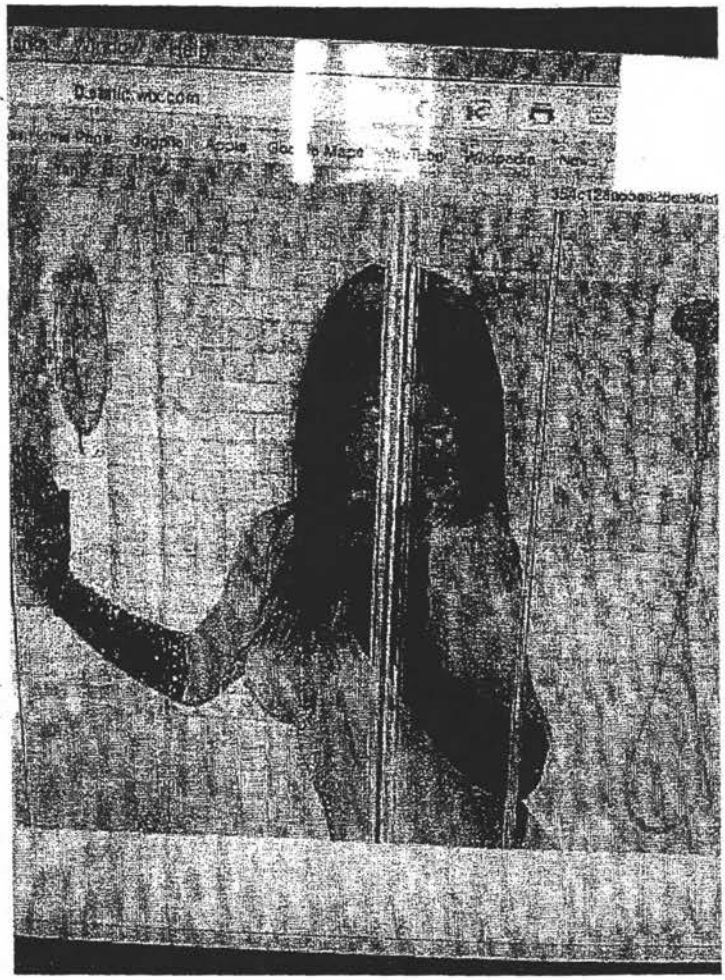
Exhibit 3U.318



Kogod, Pltf
11036

Exhibit 3U.319



Kogod, Pltf
11037

Exhibit 3U.320

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Exhibit 3U.321

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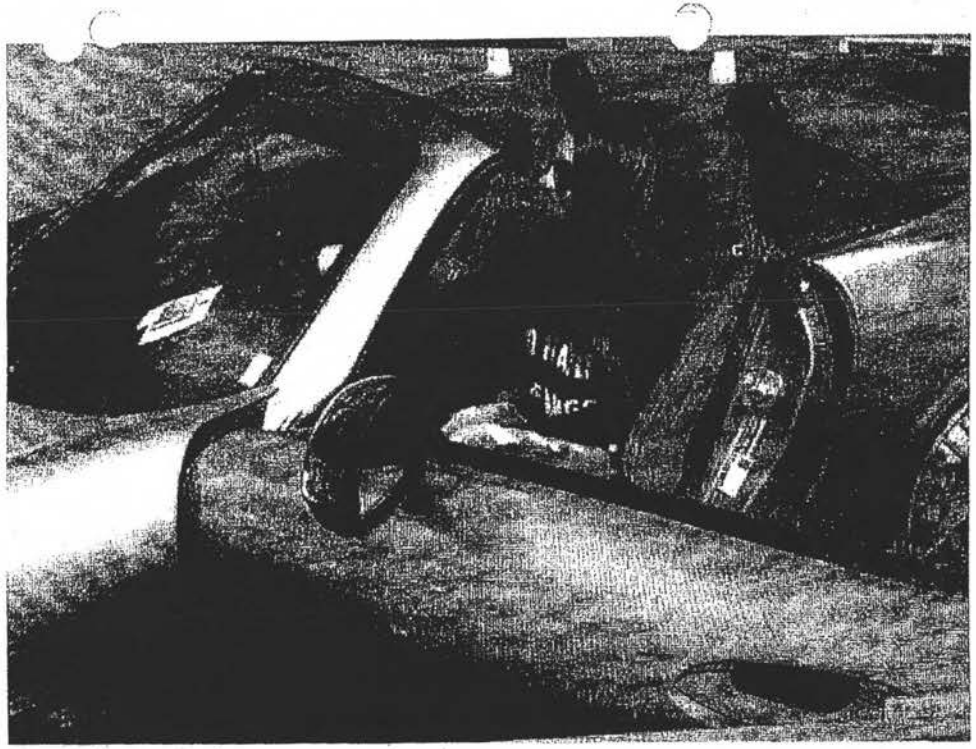

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Exhibit 3U.323

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Places

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11041

Exhibit 3U.324

asle Florito

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Save up to 55% on 2015
Latest Dresses. Free Shipping

Vadim Sokolov Photography
December 14, 2010 ·

With Nadya Khapsalis.

Like · Comment · Share

11 people like this.

Write a comment...

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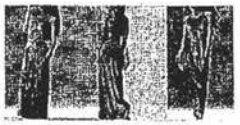

Fashion Dresses $5-$10
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Brioni Greenberg likes this

More About Nadya Khapsalis

Kogod, Pltf
11042

Exhibit 3U.325

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Nadya Khapsalis
April 26, 2012 ·

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1 mutual friend
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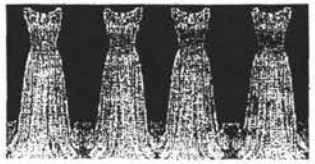

Maxi Dresses Around $10
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Exhibit 3U.326

Nadya Khapsalis

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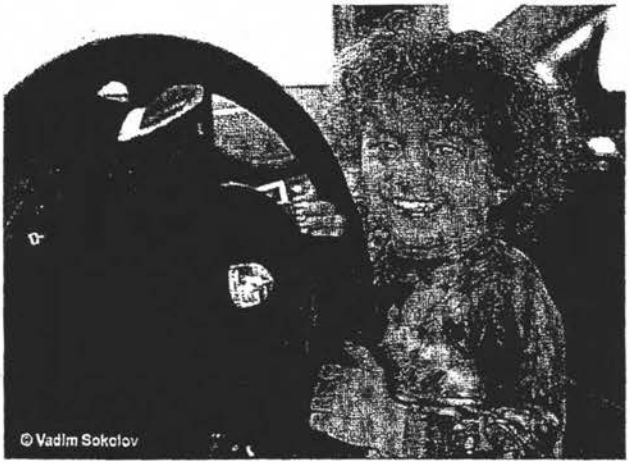
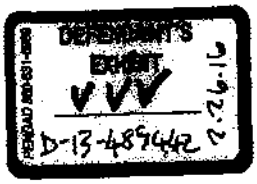
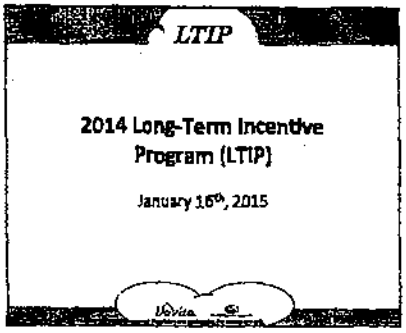
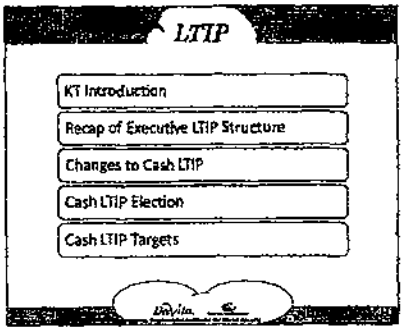


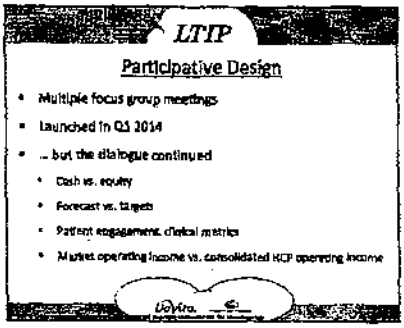
Kogod, Pltf
11044

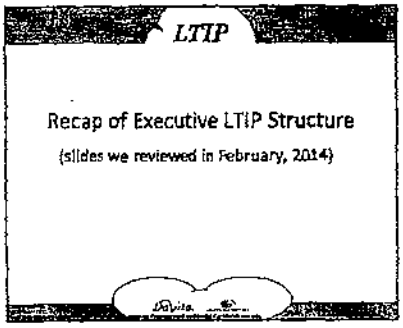
Exhibit 3U.327

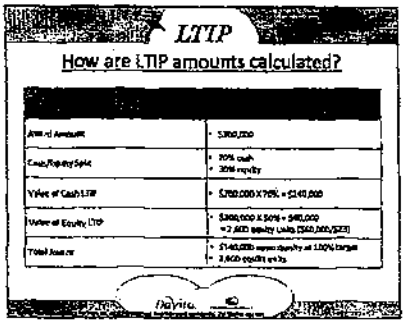












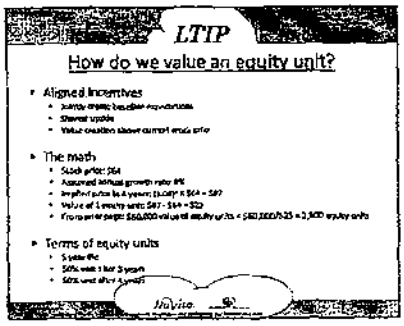


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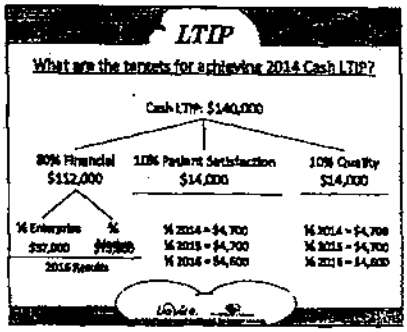
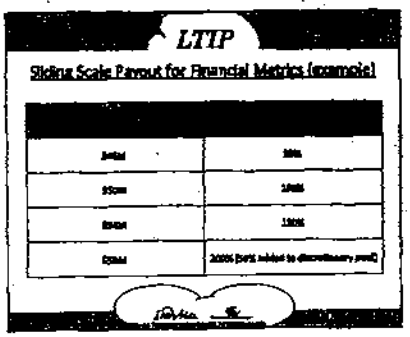
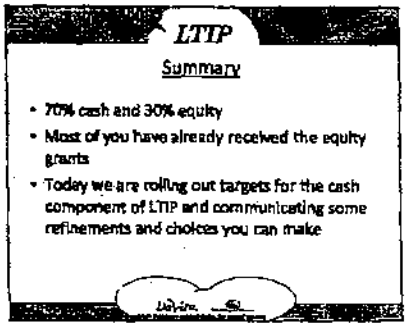
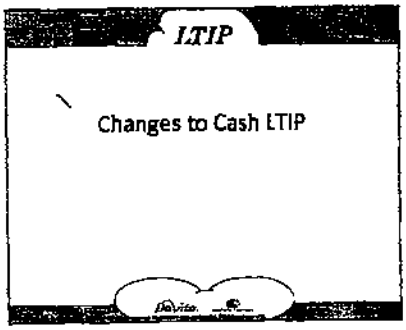
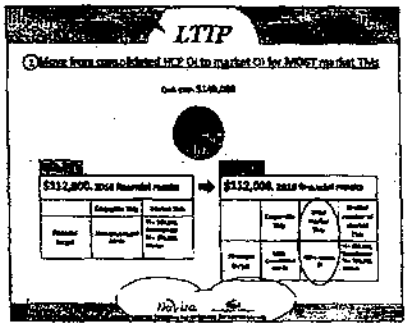
Exhibit 3V.001

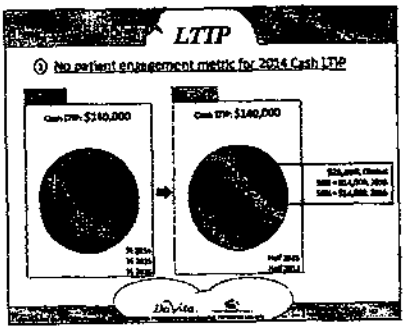












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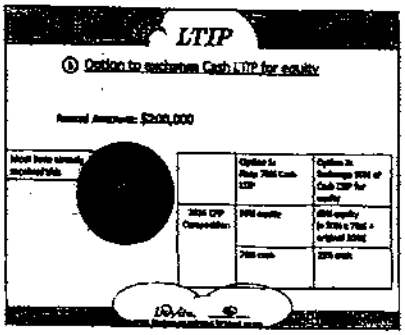

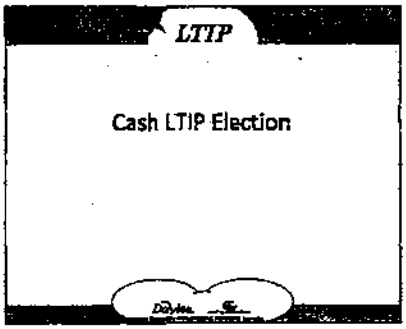

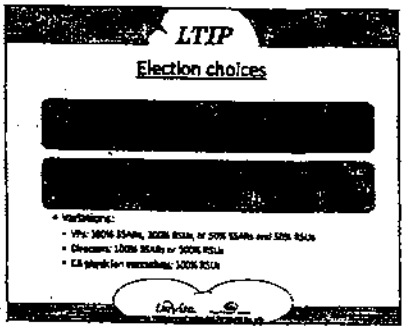

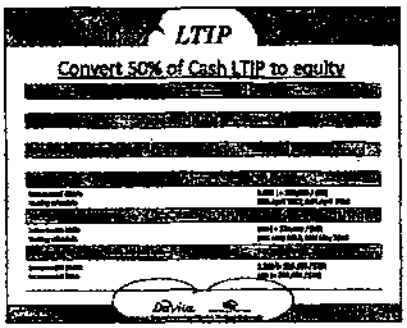

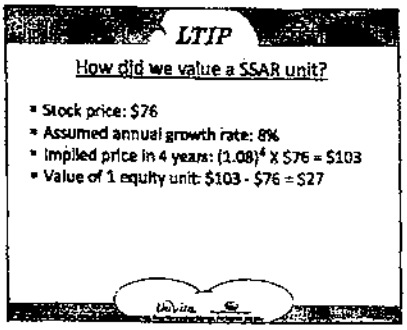

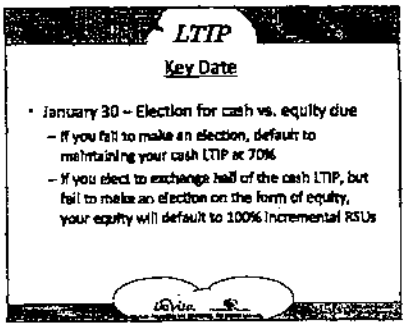

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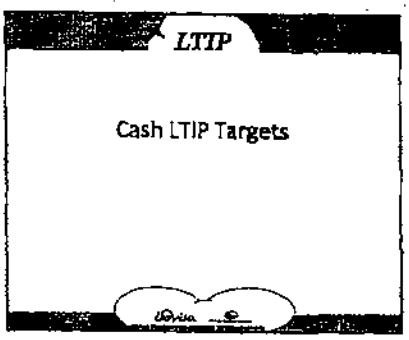
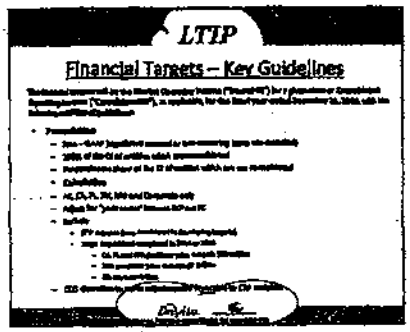
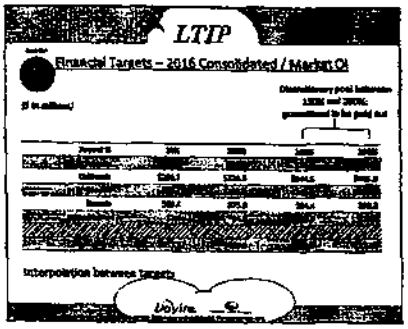
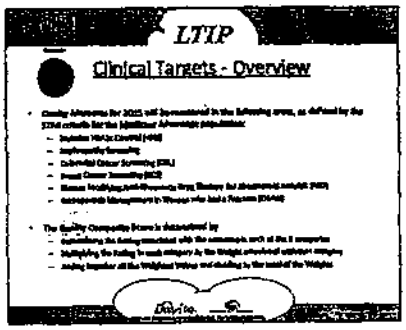
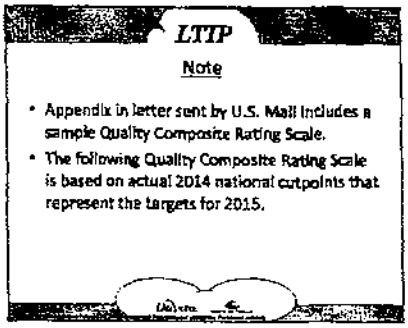
Exhibit 3V.003











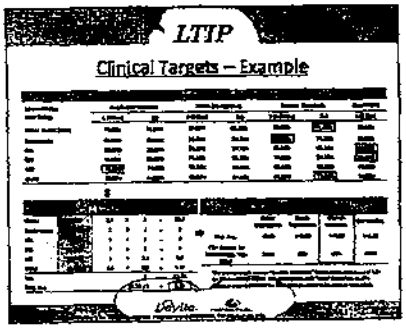


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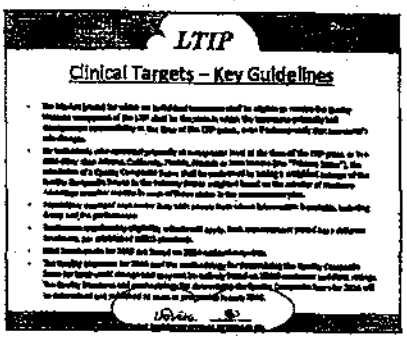
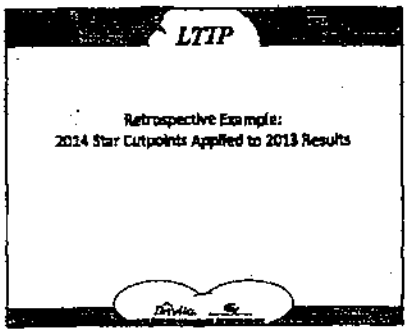
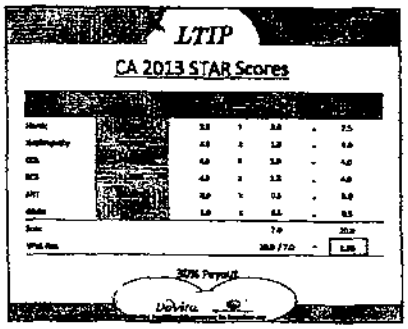
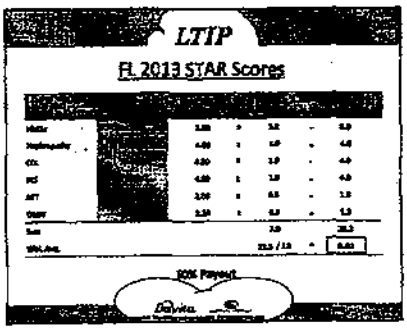
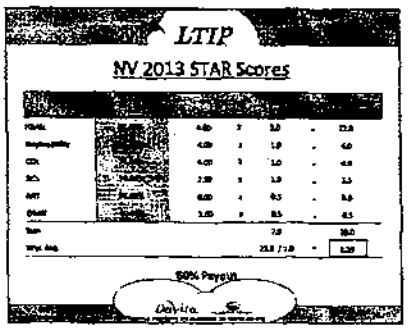
Exhibit 3V.004

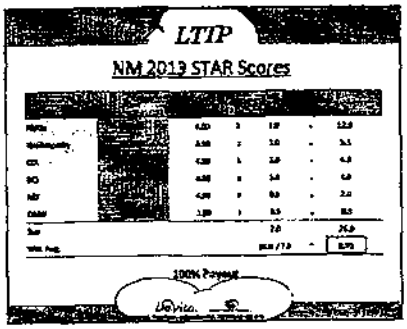












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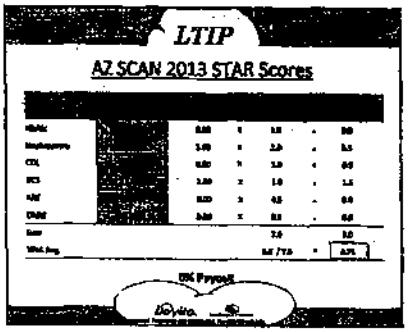

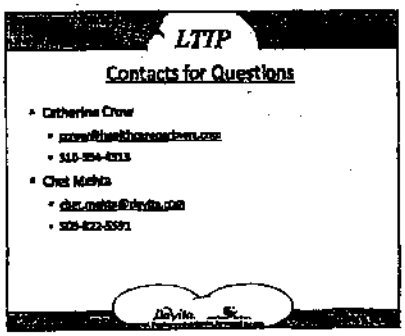

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Exhibit 3V.006

DaVita HealthCare Partners Inc.
Cash Performance Award Agreement under the
DaVita Healthcare Partners Inc. 2011 Incentive Award Plan
and Long-Term Incentive Program

This **Cash Performance Award Agreement** (this "Agreement") is entered into effective as of the Grant Date indicated below by and between DaVita HealthCare Partners Inc., a Delaware corporation (the "Company") and the Grantee pursuant to the **DaVita HealthCare Partners Inc. 2011 Incentive Award Plan**, as amended and restated (the "Plan").

Primary Terms

Grantee: «Grantee»

Address: «Address_1»
«City», «State» «Zip» **Grant Date:** «Grant_Date»

Target Value: $«Target_Amount»

Performance Criteria: As described on Exhibit B

Weights by criterion:

HCP Market OI: «Market OI %»

HCP Consolidated OI: «Consol OI %»

HCP Quality Measure: «Quality %»

Vesting Schedule: «Cash_Vesting_1»

Plan Name: 2011 Incentive Award Plan
Plan ID: CLTI

This Agreement includes this cover page and the following Exhibits, which are expressly incorporated by reference in their entirety herein:

Exhibit A – General Terms and Conditions
Exhibit B – HCP Performance Criteria

Grantee hereby expressly acknowledges and agrees that he or she is an employee at will and may be terminated by the Company or its applicable Affiliate at any time, with or without cause. Grantee's acceptance of this Agreement indicates that he or she accepts and agrees to all the terms and provisions of this Agreement and to all the terms and provisions of the Plan, incorporated by reference herein. Capitalized terms that are used but not defined in this Agreement shall have the meanings set forth in the Plan.

IN WITNESS WHEREOF, the Company and Grantee have executed this Agreement effective as of the Grant Date.

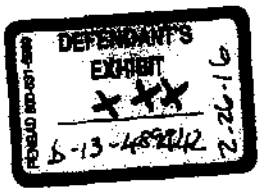
DaVita HealthCare Partners Inc.

Martha Ha
Corporate Secretary

Grantee

«Grantee»

Note: Please mark and initial any correction to the Grantee's name and/or address shown on this page before returning a signed copy of this Agreement to the Stock Plan Administrator.



DaVita HealthCare Partners Inc.
Cash Performance Award Agreement

Exhibit B – HCP Performance Criteria
Cash LTIP – 162(m)

The amount payable under this Cash Performance Award, if any, will be determined by the level of the Company's performance on the criteria described further below.

Definitions:

For purposes of this Exhibit, the following terms shall have the respective meanings set forth below:

- HealthCare Partners, HCP, or HCP Consolidated shall mean all business components that were included within the Company's HealthCare Partners reportable segment as defined for the Company's fiscal year 2014 consolidated financial statements included in that certain annual report on Form 10-K as originally filed with the Securities and Exchange Commission on or about February 26, 2015 (the "2014 Consolidated Financial Statements"), or which would have been included in the 2014 Consolidated Financial Statements had such business component been in existence and consolidated by the Company as of December 31, 2014.

- HCP Market, Market, or HCP Segment shall mean each of the Company's HCP operating segments, as defined for the 2014 Consolidated Financial Statements, including all business units that either were or would have been included therein had such business unit(s) been in existence and consolidated by the Company as of December 31, 2014.

- Primary Markets include only the HCP Markets commonly known as California, Florida, Nevada, and New Mexico.

- Operating Income for a given division, reportable segment, operating segment or other business component thereof shall mean operating income for that business unit defined and measured in a manner consistent with the Company's segment reporting in the 2014 Consolidated Financial Statements.

- Adjusted Operating Income, or OI, for HCP Consolidated, an HCP Market, or any other business unit for a given period shall mean its Operating Income adjusted, as applicable and without duplication:

  to include:

  (i) in the event of the sale of an ownership interest in all or substantially all of an HCP Primary Market, the deconsolidated business as if still consolidated, so long as the Company retains at least 50% ownership thereof;

  and to exclude:

  (ii) any expenses associated with any long-term incentive compensation programs or instruments, whether such programs or instruments are stock-based or cash-based, performance-based or time-vested, and regardless of recipient or recipient class;

  (iii) Operating Income for any HCP Market other than a Primary Market;

  (iv) Operating Income or operating loss associated with businesses acquired in 2015 or 2016 in California, Florida, or Nevada, if the aggregate purchase price for the acquired business(es) exceeds $20 million, whether such price is paid in one or a series of related transactions, and for New Mexico if the aggregate purchase price for the acquired business(es) exceeds $7 million, whether such price is paid in one or a series of related

transactions. This aggregate purchase price shall be determined pursuant to generally accepted accounting principles, and shall exclude, if applicable, that portion of any purchase price earnout that is recouped through 2015 or 2016 full or pro-rata EBITDA of the acquired business in excess of such acquired business's EBITDA for the twelve full calendar months immediately preceding the execution of the transactions's definitive closing documents, regardless of actual closing date; and

(v) the following items, if any: (1) gains or losses on the sale of any assets other than in the ordinary course of business, (2) any extraordinary gains or losses, (3) gains or losses related to any legal settlement, fine, judgment, or voluntary repayment directly or indirectly to a government body in lieu of anticipated direct or indirect regulatory or other legal action, including any related third-party guarantees or indemnities (4) gains or losses resulting from a change in accounting principle, (5) gains or losses recognized in the initial purchase accounting for, or any subsequent revaluations of contingent earnout or intangible liabilities related to, any business combination transactions, (6) any gains or losses related to escrow accounts associated with any business combination transactions, provided that, if any gains or losses related to such escrow accounts breach the $10 million threshold for adjustment pursuant hereto, then any other revenues, expenses, gains or losses recognized in the same fiscal year and which give rise to or are directly related to the escrow account adjustment shall also be excluded pursuant hereto, (7) expenses associated with the evaluation or execution of an individual business acquisition, divestiture, joint venture or the sale of the Company, (8) impairment or write-off charges on assets, whether tangible or intangible, (9) expenses associated with restructuring of Company operations, (10) gains or losses related to actual or expected non-revenue insurance payments or settlements, (11) gains or losses on debt extinguishment or modification, (12) gains or losses related to recognition or disposition of any non-controlling interests, and (13) any reversal of or adjustment to an accrual or deferral related to any of the foregoing; and in the case of all items except (2) and (4), adjustment for such items shall only be made if they exceed $10 million individually.

- Market OI shall mean the Adjusted Operating Income of the HCP Market in which the Grantee had substantive management responsibility at the Grant Date, regardless of any subsequent changes in the Grantee's role at the Company.

- Consolidated OI shall mean Adjusted Operating Income for HCP.

- CMS shall mean the Centers for Medicare & Medicaid Services.

- EBITDA shall mean Adjusted Operating Income, as further adjusted to exclude depreciation and amortization expense (or income) as the constituent elements thereof have been, or would be, recognized and measured under generally accepted accounting principles (GAAP).

Performance Criteria:

The Payout Amount shall be determined based on the level of performance achieved on the Performance Criteria indicated on the cover page of this Award, as further described below. These Performance Criteria shall carry the weights indicated on the cover page of this Award, relative to the Award's Target Value, in determining the Payout Amount.

A. **Market OI performance criterion;**
B. **Consolidated OI performance criterion:**

A portion of the Payout Amount shall be based on the amount of Market OI and/or Consolidated OI achieved for the Company's fiscal year 2016.

The Payout Amount attributable to the Market OI and Consolidated OI performance criteria, respectively, shall be determined based on the grid below, with continuous interpolation between points on the grid (dollars in millions):

Payout as % of Target	50%*	100%	150%
California OI	$296.8	$320.9	$361.0
Florida OI	$83.5	$90.3	$101.6
Nevada OI	$68.0	$73.5	$82.7
New Mexico OI	$2.0	$4.0	$9.0
Consolidated OI	$285.6	$308.7	$347.3

* There will be no payout for performance below the 50% payout threshold.

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C. Quality Measure performance criterion

Potential payouts associated with the Quality Measure will be based:

a) 50% on the HCP 2015 Quality Measure performance criterion described below, and
b) 50% on the HCP 2016 Quality Measure performance criterion to be determined and communicated as soon as practicable in early 2016.

HCP 2015 Quality Measure:

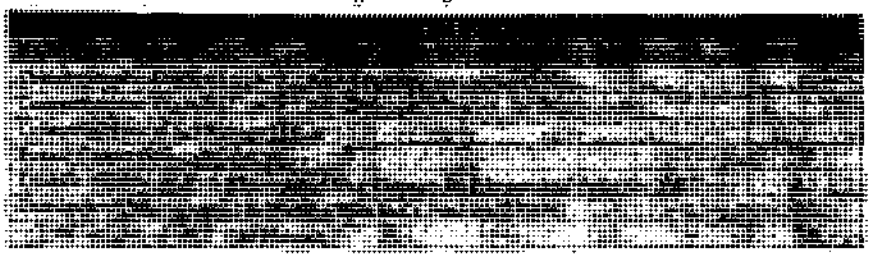
Performance on the HCP 2015 Quality Measure performance criterion will be calculated based on the following six clinical metrics ("HCP Star Metrics") as defined in the HEDIS 2014 Technical Specifications Volume 2 published by the National Committee for Quality Assurance ("HEDIS Manual"):

HCP Star Metrics:

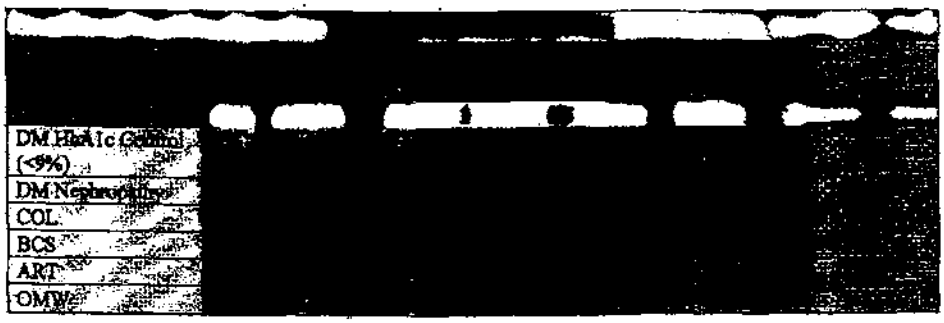
1. Comprehensive Diabetes Care (CDC) – HbA1c poor control (>9%)
2. Comprehensive Diabetes Care (CDC) – Medical Attention for Nephropathy
3. Colorectal Cancer Screening (COL)
4. Breast Cancer Screening (BCS)
5. Disease Modifying Anti-Rheumatic Drug Therapy for Rheumatoid Arthritis (ART)
6. Osteoporosis Management in Women who had a Fracture (OMW)

These clinical metrics will be calculated based on the rules described in the HEDIS Manual, by the information services department of HCP, as further described in the *"CMS STAR Measure (STAR measures award health plan performance) 2014 Measurement/ 2015 Reporting"* summaries prepared by HCP's quality improvement department. The calculation will include HCP's Group and IPA Medicare Advantage lives with payors where information is available, on a weighted average basis by member months in 2015 in California, Nevada, New Mexico and Arizona. Only patients that are deemed to be continuously eligible shall be considered in the calculation. For this purpose, "continuously eligible" means that the patient has been part of the HCP network for all of the relevant measurement period.

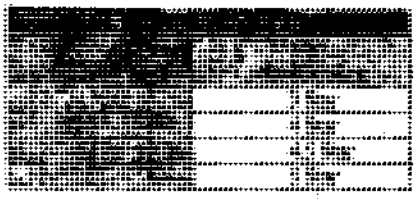
Each of the HCP Star Metrics will be assigned a weight as follows:



The Quality Composite Rating Scale applicable to the HCP Star Metrics will be based on the 2014 CMS national cut points, as detailed in the *Medicare 2015 Part C & D Star Rating Technical Notes* and listed below:



Each of the quality composite ratings corresponds to a Star benchmark, as outlined below, with 1.5, 2.5 and 3.5 corresponding to the midpoint of the cut points implied by 3 Star and 4 Star; 4 Star and 4.5 Star; and 4.5 Star and 5 Star, respectively:



The Information Services department of the Company's HCP division will calculate a "Quality Composite Score" for the HCP Star Metrics based on the above ratings and weights.

This Quality Composite Score for the six HCP Star Metrics is determined by:

A. First determining the Star rating associated with the quality outcome for each of the six HCP Star Metrics,

B. Then multiplying the star rating for each of the HCP Star Metrics by the weight associated with that HCP Star Metric, and finally

C. Adding together the weighted values for all of the HCP Star Metrics and dividing by the sum of the weights (that is, dividing by seven), to arrive at the HCP Star Metrics Quality Composite Score.

Illustrative example:

The following is an illustrative example of the calculation of the HCP Star Metrics Quality Composite Score for use in this Quality Measure performance criterion. This example illustrates the calculation for a single state.

DM-HbA1c (<9%)		3.5	3
DM-Nephropathy		3	1
COL		4	1
BCS		4	1
ART		1	0.5
OMW		3.5	0.5
	TOTALS:		7
HCP Star Metrics Quality Composite Score (23.75 / 7):			

For the avoidance of doubt, the following is a textual recapitulation of the calculation demonstrated above:

1. *First, determine the rating associated with the outcome for each of the six HCP Star Metrics:*
   a) CDC – HbA1c poor control = 3.5 (it clears the 3.5 hurdle, but doesn't reach the next Composite Rating Scale level (86.00%) required to be at 4.0)
   b) CDC – Nephropathy = 3.0
   c) COL = 4.0
   d) BCS = 4.0
   e) ART = 1.0
   f) OMW = 3.5
2. *Next, multiply the rating for each of the HCP Star Metrics by the weights assigned to each HCP Star Metric:*
   a) DM – HbA1c (<9%) 3.5 x 3 = 10.5 weighted value
   b) CDC – Nephropathy 3.0 x 1 = 3.0
   c) COL 4.0 x 1 = 4.0
   d) BCS 4.0 x 1 = 4.0
   e) ART 1.0 x 0.5 = 0.5
   f) OMW 3.5 x 0.5 = 1.75
3. *Then add together all the weighted values and divide by the total of the weights to obtain the weighted-average star rating for the HCP Star Metrics, known as the Quality Composite Score for the HCP Star Metrics:*

   Sum of the weighted outcomes: 10.5 + 3.0 + 4 .0 + 4.0 + 0.5 + 1.75 = 23.75
   Divided by the sum of the weights: 23.75 / 7 = 3.39
4. *Finally, an HCP Star Metrics Quality Composite Score of 3.39 implies a Payout Amount of 60% of Target Value based on the grid below.*

The Payout Amount related to the HCP 2015 Quality Measure performance criterion shall be calculated as follows:

HCP Star Metrics Quality Composite Score	Payout Amount Achieved for the HCP 2015 Quality Measure performance criterion
Below expectation: < 2.00	0%
Meets expectations: >= 2.0	30%
Exceeds expectations: >= 3.0	60%
Outstanding: >= 3.60	100%

A Grantee shall be eligible to receive payment under the HCP 2015 Quality Measure based on the Primary Market in which such Grantee primarily had management responsibility at the Grant Date regardless of any subsequent changes in the Grantee's role at the Company, subject to adjustment as described in Exhibit A Section 3(c) of this Award.

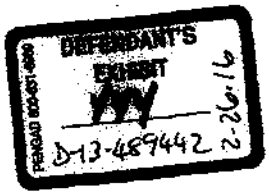
Notwithstanding the foregoing within this *Section C*, for a Grantee who operated primarily at an HCP corporate level, or in an HCP Market other than an HCP Primary Market at the Grant Date, the calculation of the Quality Composite Score for such Grantee shall represent the average of the Quality Composite Scores for the HCP Primary Markets, weighted to the number of member months used in the calculation of the Quality Composite Score for each individual Market.

Nicole Young

From: Dennis Kogod [Dennis.Kogod@davita.com]
Sent: Monday, January 11, 2016 11:30 AM
To: Nicole Young
Subject: Fwd: 2014 Tax Compliance - Radiology Partners Holdings, LLC
Attachments: image001.png; ATT00001.htm; RADIOLOGY PARTNERS HOLDINGS LLCFinal K-1 - Partner 15-DENNIS KOGOD.pdf; ATT00002.htm

Dennis Kogod
President, Healthcare Partners
CEO, DaVita Healthcare Partners International
DaVita Healthcare Partners Inc

1-310-536-2777 (office)
1-949-285-8969 (cell)



Sent from my iPhone

Begin forwarded message:

> **From:** David Gutierrez <david.gutierrez@radpartners.com>
> **Date:** September 14, 2015 at 8:46:32 PM PDT
> **To:** "'dennis.kogod@davita.com'" <Dennis.Kogod@davita.com>
> **Subject: 2014 Tax Compliance - Radiology Partners Holdings, LLC**
>
> WARNING: This email originated outside of DaVita.
> DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.
>
> Hi Dennis –
>
> Please see attached final 2014 K-1 for your investment in Radiology Partners Holdings, LLC.
>
> Consistent with the draft that was provided earlier in the year, please note that there is no taxable income or loss allocated to you. You should provide this to your tax advisor or maintain with your 2014 tax records.
>
> Should you have any questions, please don't hesitate to contact me or Edmond Grigorian (Edmond@mogrcpa.com).
>
> Have a great week!
>
> David Gutierrez
> Corporate Controller
> Email: david.gutierrez@radpartners.com | Mobile: 951-660-9183 | Office & Fax: 424-290-8319
>
> INTEGRITY | TEAMWORK | EXCELLENCE | SERVICE | ACCOUNTABILITY

1/11/2016

DLK015756

Exhibit 3Y.001

CONFIDENTIALITY NOTICE: THIS MESSAGE IS CONFIDENTIAL, INTENDED FOR THE NAMED RECIPIENT(S) AND MAY CONTAIN INFORMATION THAT IS (I) PROPRIETARY TO THE SENDER, AND/OR, (II) PRIVILEGED, CONFIDENTIAL, AND/OR OTHERWISE EXEMPT FROM DISCLOSURE UNDER APPLICABLE STATE AND FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, PRIVACY STANDARDS IMPOSED PURSUANT TO THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"). IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE (I) NOTIFY US IMMEDIATELY BY REPLY E-MAIL OR BY TELEPHONE AT (855.472.9822), (II) REMOVE IT FROM YOUR SYSTEM, AND (III) DESTROY THE ORIGINAL TRANSMISSION AND ITS ATTACHMENTS WITHOUT READING OR SAVING THEM. THANK YOU.

-DaVita Healthcare Partners Inc.-

651113

Schedule K-1 (Form 1065)

Department of the Treasury
Internal Revenue Service

2014

For calendar year 2014, or tax year beginning _____ , 2014
ending _____ , 20__

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

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

▶ See back of form and separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-3250554

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

RADIOLOGY PARTNERS HOLDINGS LLC
2101 E. EL SEGUNDO BLVD., STE 401
EL SEGUNDO, CA 90245

C IRS Center where partnership filed return
EFILE

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

Part II Information About the Partner

E Partner's identifying number 15
217-62-3700

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

DENNIS KOGOD
9716 OAK PASS ROAD
BEVERLY HILLS, CA 90210

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

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

J Partner's share of profit, loss, and capital (see instructions):

	Beginning		Ending	
Profit	0.312652	%	0.163394	%
Loss	0.312652	%	0.163394	%
Capital	0.312652	%	0.163394	%

K Partner's share of liabilities at year end:
Nonrecourse . . . . . $
Qualified nonrecourse financing . . . $
Recourse . . . . . $

L Partner's capital account analysis:
Beginning capital account . . . . $ 150,385.
Capital contributed during the year . $
Current year increase (decrease) . . $ -58.
Withdrawals & distributions . . . . $ ( )
Ending capital account . . . . . $ 150,327.
☐ Tax basis ☒ GAAP ☐ Section 704(b) book
☐ Other (explain)

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

1	Ordinary business income (loss)	12	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	13	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C*	15.
		19	Distributions
12	Section 179 deduction		
13	Other deductions	20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

For Paperwork Reduction Act Notice, see Instructions for Form 1065. IRS.gov/form1065 Schedule K-1 (Form 1065) 2014

JSA
4P1200 2.000

7440IT 630N 09/11/2015 18:01:49 V14-6F *** 119

DLK015758

Exhibit 3Y.003

07051

RADIOLOGY PARTNERS HOLDINGS LLC 46-3250554
SCH K-1 SUPPORTING SCHEDULES PARTNER # 15 DENNIS KOGOD

ITEM L - RECONCILIATION OF INCOME

LESS: EXPENSES RECORDED ON BOOKS, NOT INCLUDED ON SCH. K-1:	
EQUITY-BASED COMPENSATION EXPENSE	17,954.
NONDEDUCTIBLE EXPENSES	15.
PLUS: OTHER INCREASES TO PARTNER'S CAPITAL	
EQUITY-BASED COMPENSATION EXPENSE CONTRI	17,954.
LESS: OTHER DECREASES TO PARTNER'S CAPITAL	
CLASS B ISSUANCE COST (GOODWIN)	43.
TOTAL INCOME PER ITEM L, CURRENT YEAR INCR(DECR)	-58.

LINE 18C - NONDEDUCTIBLE EXPENSES

LATE FEES & PENALTIES	10.
STATE TAXES	5.
TOTAL NONDEDUCTIBLE EXPENSES	15.

PTR # 15 DENNIS KOGOD RADIOLOGY PARTNERS HOLDINGS LLC 46-3250554

Schedule of Activities

		Type of Activity	Disposed	QUI	PIP	Pass-through
A:	RADIOLOGY PARTNERS HOLDINGS LLC	GEN. T/B	NO	NO	NO	NO
B:						
C:						
D:						

			A	B	C	D
Income (Loss)	1	Ordinary business income (loss)				
	2	Net rental real estate income (loss)				
	3	Other net rental income (loss)				
	4	Guaranteed payments				
	5	Interest income				
	6a	Ordinary dividends				
	6b	Qualified dividends				
	7	Royalties				
	8	Net short-term capital gain (loss)				
	9a	Net long-term capital gain (loss)				
	9b	Collectibles (28%) gain (loss)				
	9c	Unrecaptured section 1250 gain				
	10	Net section 1231 gain (loss)				
	11	Other income (loss)				
Deductions	12	Section 179 deduction				
	13a-g	Contributions				
	13j,k,l	Deductions related to portfolio income				
	13h	Investment interest expense				
	13i	Section 59(e)(2) expenditures				
	13j-v	Other deductions				
Credits	15a,c	Low-income housing credit (section 42(j)(5))				
	15b,d	Low-income housing credit (other)				
	15e	Qualified rehabilitation expenditures (rental real estate)				
	15f	Other rental real estate credits				
	15g	Other rental credits				
	15h-p	Other credits				
Foreign Transactions	16b	Gross income from all sources				
	16c	Gross income sourced at partner level				
	16d	Foreign gross income (partnership level): Passive				
	16e	Foreign gross income (partnership level): General categories				
	16f	Foreign gross income (partnership level): Other				
	16g	Deductions allocated and apportioned (partner level): Interest expense				
	16h	Deductions allocated and apportioned (partner level): Other				
	16i	Deductions allocated and apportioned (partnership level): Passive				
	16j	Deductions allocated and apportioned (partnership level): General categories				
	16k	Deductions allocated and apportioned (partnership level): Other				
	16l	Total foreign taxes paid				
	16m	Total foreign taxes accrued				
	16n	Reduction in taxes available for credit				
	16o	Foreign trading gross receipts				
	16p	Extraterritorial income exclusion				
	16q	Other foreign transactions				
Alternative Minimum Tax (AMT)	17a	Post-1986 depreciation adjustment				
	17b	Adjusted gain or loss				
	17c	Depletion (other than oil and gas)				
	17d	Gross income from oil, gas, and geothermal				
	17e	Deductions from oil, gas, and geothermal				
	17f	Other AMT items				
Tax-exempt Inc. & Nonded.	18a	Tax-exempt interest income				
	18b	Other tax-exempt income				
	18c	Nondeductible expenses	15			
Other	20a	Investment income				
	20b	Investment expenses				
	20c-x	Other information				

JSA
4P9011 1.000
744017 6308 09/11/2015 18:01:48 V14-62 ***

DLK015760

Exhibit 3Y.005

TAXABLE YEAR **2014**

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

CALIFORNIA SCHEDULE **K-1 (565)**

TYB 01-01-2014 TYE 12-31-2014
217-62-3700
DENNIS KOGOD

9716 OAK PASS ROAD
BEVERLY HILLS CA 90210

46-3250554 000000000000
RADIOLOGY PARTNERS HOLDINGS LLC

2101 E. EL SEGUNDO BLVD., STE
EL SEGUNDO CA 90245

A Is this partner a: ● (1) ☐ general partner; or (2) ☒ limited partner?

B What type of entity is this partner? ●

(1) ☒ Individual (4) ☐ C Corporation (7) ☐ LLP (10) ☐ Exempt Organization

(2) ☐ S Corporation (5) ☐ General Partnership (8) ☐ LLC (11) ☐ Disregarded Entity

(3) ☐ Estate/Trust (6) ☐ Limited Partnership (9) ☐ IRA/Keogh/SEP

C Is this partner a foreign partner? ● ☐ Yes ☒ No

D Enter partner's percentage (without regard to special allocations) of:

	(i) Before decrease or termination	(ii) End of year
Profit sharing	0.3126 %	● 0.1633 %
Loss sharing	0.3126 %	● 0.1633 %
Ownership of capital	0.3126 %	● 0.1633 %

E Partner's share of liabilities:

Nonrecourse	● $ .00
Qualified nonrecourse financing	● $ .00
Other	● $ .00

F Reportable transaction or tax shelter registration number(s) ⊙

G (1) Check here if this is a publicly traded partnership as defined in IRC Section 469(k)(2) ⊙☐

(2) Check here if this is an investment partnership (R&TC Sections 17955 and 23040.1) ⊙☐

H Check here if this is: ● (1) ☐ A final Schedule K-1 (565) (2) ☐ An amended Schedule K-1 (565)

I Is this partner a resident of California? ● ☒ Yes ▶ ☐ No

DLK015761

Exhibit 3Y.006

RADIOLOGY PARTNERS HOLDINGS LLC
PARTNER # 15 DENNIS KOGOD 46-3250554

J Analysis of partner's capital account: Check the box ● (1) ☐ Tax Basis (2) ☒ GAAP (3) ☐ Section 704(b) Book (4) ☐ Other (explain)

(a) Capital account at beginning of year	(b) Capital contributed during year	(c) Partner's share of line 3, line 4, and line 7, Form 568, Schedule M-2	(d) Withdrawals and distributions	(e) Capital account at end of year, complete columns (a) through column (d)
● 150,385.	●	● -58.	●( )	● 150,327.

Caution: Refer to Partner's Instructions for Schedule K-1 (565) before entering information from this schedule on your California return.

	(a) Distributive share items	(b) Amounts from federal Schedule K-1 (1065)	(c) California adjustments	(d) Total amounts using California law. Combine col. (b) and col. (c)	(e) California source amounts and credits
Income (Loss)	1 Ordinary income (loss) from trade or business activities			●	▶
	2 Net income (loss) from rental real estate activities			●	▶
	3 Net income (loss) from other rental activities			⊙	⊙
	4 Guaranteed payments to partners			●	▶
	5 Interest income			●	▶
	6 Dividends			●	▶
	7 Royalties			●	▶
	8 Net short-term capital gain (loss)			●	▶
	9 Net long-term capital gain (loss)			●	▶
	10 a Total gain under IRC Section 1231 (other than due to casualty or theft)			●	▶
	b Total loss under IRC Section 1231 (other than due to casualty or theft)			●	▶
	11 a Other portfolio income (loss). Attach schedule			●	▶
	b Total other income. Attach schedule			●	▶
	c Total other loss. Attach schedule			●	▶
Deductions	12 Expense deduction for recovery property (IRC Section 179)				
	13 a Charitable contributions				
	b Investment interest expense				
	c 1 Total expenditures to which an IRC Section 59(e) election may apply				
	2 Type of expenditures				
	d Deductions related to portfolio income				
	e Other deductions. Attach schedule				

Side 2 Schedule K-1 (565) 2014 027 7892144

4D0671 1.000
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DLK015762

Exhibit 3Y.007

RADIOLOGY PARTNERS HOLDINGS LLC
PARTNER # 15 DENNIS KOGOD 46-3250554

		(a) Distributive share items	(b) Amounts from federal Schedule K-1 (1065)	(c) California adjustments	(d) Total amounts using California law. Combine col. (b) and col. (c)	(e) California source amounts and credits
Credits	15 a	Total withholding (equals amount on Form 592-B if calendar year partnership)			◉	▶
	b	Low-income housing credit				
	c	Credits other than line 15b related to rental real estate activities				
	d	Credits related to other rental activities				
	e	Nonconforming nonresident members' tax allocated to partner				
	f	Other credits - Attach required schedules or statements				
	g	New employment credit				
Alternative Minimum Tax (AMT) Items	17 a	Depreciation adjustment on property placed in service after 1986			◉	◉
	b	Adjusted gain or loss				
	c	Depletion (other than oil & gas)				
	d	Gross income from oil, gas, and geothermal properties				
	e	Deductions allocable to oil, gas, and geothermal properties				
	f	Other alternative minimum tax items				
Tax-Exempt Income and Nondeductible Expenses	18 a	Tax-exempt interest income				
	b	Other tax-exempt income				
	c	Nondeductible expenses	15.		15.	15.
Distributions	19 a	Distributions of money (cash and marketable securities)			◉	
	b	Distributions of property other than money			◉	
Other Information	20 a	Investment income				
	b	Investment expenses				
	c	Other information. See instructions				

027 7893144 Schedule K-1 (565) 2014 Side 3

4C0525 1.000
7440IT 630N 09/11/2015 18:01:49 V14-6F *** 124

DLK015763

Exhibit 3Y.008

07056

RADIOLOGY PARTNERS HOLDINGS LLC 46-3250554
PARTNER # 15 DENNIS KOGOD

Other Partner Information

Table 1 - Partner's share of nonbusiness income from intangibles (source of income is dependent on residence or commercial domicile of the partners):

Interest	$	Sec. 1231 Gains/Losses	$	Capital Gains/Losses	$
Dividends	$	Royalties	$	Other	$

FOR USE BY PARTNERS ONLY - See instructions.

Table 2 - Partner's share of distributive items.

A. Partner's share of the partnership's business income. See instructions. $

B. Partner's share of nonbusiness income from real and tangible personal property sourced or allocable to California.

Capital Gains/Losses	$	Rents/Royalties	$
Sec. 1231 Gains/Losses	$	Other	$

C. Partner's distributive share of the partnership's property, payroll, and sales:

Factors	Total within and outside California	Total within California
Property: Beginning	$	$
Property: Ending	$	$
Property: Annual rent expense . . .	$	$
Payroll	$	$
Sales	$	$

Table 3 - Partner's share of cost of goods sold, deductions, and rental income.

Enter only amounts used to determine income (loss) derived from and attributable to California sources. All amounts entered on this table are first multiplied by the appropriate percentage in Item D (ii) end of year partner's profit and loss sharing percentage on Side 1. See the partnership Schedule K-1 instructions for information on how to obtain the amounts below.

1. Schedule K, Line 1, column (d), Ordinary income (loss) from trade or business activities:
   a. Enter as a positive amount the cost of goods sold used to determine the amount on Schedule K, Line 1, column (d), plus the total amounts on line 1a of Table 3 from all Schedule K-1s (565) this partnership received . . . . . .
   b. Enter as a positive amount the total deductions used to determine the amount on Schedule K, Line 1, column (d), plus the total amounts on line 1b of Table 3 from all Schedule K-1s (565) this partnership received . . . . . .
2. Enter the total gross rents from line 1a of federal Form 8825 as adjusted for California law differences, plus the total amounts on line 2 of Table 3 from all Schedule K-1s (565) this partnership received . . . . . .
3. Enter the gross income (loss) from other rental activities from Schedule K, Line 3a, column (d), plus the total amounts on line 3 of Table 3 from all Schedule K-1s (565) this partnership received . . . . . .

Side 4 Schedule K-1 (565) 2014 027 7894144

4Q0622 1.006

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DLK015764

Exhibit 3Y.009

RADIOLOGY PARTNERS HOLDINGS LLC 46-3250554

027

CALIFORNIA PARTNER'S SCHEDULE OF ACTIVITIES

PARTNER # 15 DENNIS KOGOD

Activity Name(s) and Type of Income:
A RADIOLOGY PARTNERS HOLDINGS LLC, TRADE OR BUSINESS
B
C
D
E

		Activity A	Activity B	Activity C	Activity D	Activity E
Activity disposed of during year		NO				
Qualified low - income housing		NO				
Publicly traded partnership		NO				
Pass - through activity		NO				
Schedule K - Line References						
1	Ordinary income					
2	Rental Real Estate					
3	Other Rental					
5	Interest Income					
6	Dividend Income					
7	Royalty Income					
8	Short-term Net Capital G/L					
9 a	Other Portfolio Income					
4	Guaranteed Payments					
10 ab	Net 1231 G/L					
11 bc	Other Income					
13 a	Charitable Contributions					
12	Section 179					
13 d	Deductions Portfolio Income					
13 b	Other Deductions					
13 b	Investment Interest Expense					
20 a	Investment Income					
20 b	Investment Expenses					
15 a	Credit Income Tax Withheld					
15 b	Low Income House Credit					
15 c	Credit Rental Real Estate					
15 d	Credit Other Rental					
15 f	Other Credits					
17 a	Depr. Adj. Prop. 12/31/86					
17 b	Adjusted Gain or Loss					
17 c	Depletion					
17 d	Gross Inc Oil/Gas/Geoth.					
17 e	Deducts Alloc. to Oil/Gas					
17 f	Other Tax Preference					
13 c	Section 59(e) Expense					
18 a	Tax - exempt Int. Income					
18 b	Other tax exempt income					
18 c	Nonded. expenses	15.				
20	Other Items					
9	Long-term Net Capital G/L					

4Q0528 1.000

7440IT 630N 09/11/2015 18:01:49 V14-6F *** 126

DLK015765

Exhibit 3Y.010

07058

RADIOLOGY PARTNERS HOLDINGS LLC 46-3250554
PARTNER # 15 PARTNER NAME DENNIS KOGOD

ITEM J, COLUMN(C) - RECONCILIATION OF INCOME

LESS: EXPENSES RECORDED ON BOOKS, NOT INCLUDED ON SCH. K-1:	
EQUITY-BASED COMPENSATION EXPENSE	19,351.
NONDEDUCTIBLE EXPENSES	15.
ADD: INCOME RECORDED ON BOOKS, NOT INCLUDED ON K-1:	
FEDERAL/CALIFORNIA DIFFERENCES	1,397.
ADD: OTHER INCREASES	
EQDITY-BASED COMPENSATION EXPENSE CONTRI	17,954.
LESS: OTHER DECREASES	
CLASS B ISSUANCE COST (GOODWIN)	43.
TOTAL INCOME PER ITEM J, COLUMN(C)	-58.

LINE 18C - NONDEDUCTIBLE EXPENSES

LATE FEES & PENALTIES	10.
STATE TAXES	5.
TOTAL NONDEDUCTIBLE EXPENSES	15.

radiology partners

2101 El Segundo Blvd, Suite 401
El Segundo, CA 90245
Phone/Fax: 424-290-8004
www.radpartners.com

CONFIDENTIAL: Dennis Kogod, 7/31/2015

Radiology Partners Holdings, LLC Member Equity Statement – Dennis Kogod
July 31, 2015

Dennis Kogod,

As a shareholder in Radiology Partners Holdings, LLC ("RPH"), we wanted to provide an update to you in the value of your equity interest in RPH by using the fair market value ("FMV") price of $4.37 per unit of RPH established by the Board of RPH in July 2015 in connection with a recently completed third party transaction and as communicated by Rich Whitney in his July 2015 Practice Update.

A summary of your investment in RPH is as follows:

Number of RPH Units Owned:	150,000.00
Initial Investment in RPH:	$150,000
Initial Investment Date:	11/15/2013
Investment FMV as of July 31, 2015	$655,500

1) Announced communication from Rich Whitney on July 31, 2015

Please note that the FMV of RPH shares, and therefore your equity interest in RPH, are not assured or guaranteed in any respect, and are subject to change based on the performance of RPH and its affiliated entities and other factors. As a private company, there is no readily available market for RPH units to confirm their value and therefore such value can only be estimated in good faith by the RPH Board. The $4.37 per unit valuation reflects various assumptions of our management team that may or may not prove to be correct and involves risks and uncertainties. Therefore, the projected financial results listed below are only an estimate of the value of your equity interest in RPH.

CONFIDENTIAL: Dennis Kogod, 7/31/2015

If you have any questions or need additional information surrounding this communication, please do not hesitate to email me at steve.tumbarello@radpartners.com or call me directly on 424-290-8322.

Steve Tumbarello
Chief Financial Officer

DLK015767

Exhibit 3Z.001

DEFENDANT'S EXHIBIT AAA D-13-489442 5-20-16

radiology partners

2101 El Segundo Blvd, Suite 401
El Segundo, CA 90245
Phone/Fax: 424-290-8004
www.radpartners.com

Re: Radiology Partners Practice Update

Dear Physician Partners and Shareholders,

It is my privilege to provide this periodic update on the progress of Radiology Partners ("RP"). It is truly an exciting time for our practice, as we have made outstanding progress to date in so many areas and in doing so we are beginning to unveil the enormous potential we have in front of us to impact radiology and the healthcare system overall.

Laying Our Practice Foundation

We are striving to build our practice on the solid foundation of a shared purpose, as well as a set of beliefs that set forth how we want go about pursuing that purpose. Our Practice Mission is to "Transform Radiology." To us, this means orders of magnitude change across all dimensions: quality, service, economics and the overall role that radiology plays within healthcare. At the highest level, we will achieve our Mission with a sustained and purposeful focus on what we call our "Practice Pillars:" Best Physicians, Best Leaders and Best Clinical Value & Service. By becoming the practice that the Best Physicians want to practice in, developing the Best Physician (and support team) Leaders and focusing our talents and resources on driving innovation in Clinical Value and Service...it is possible over time to transform radiology. Perhaps in exciting ways that we are not yet imagining.

Confidential 11-13-1045
Dennis Kogod

For our growing practice to be successful in such important endeavors, we must also be grounded in a core set of beliefs that define how members of our practice behave, how they treat each other, how they make decisions, what they consider important...in other words, a set of shared values. Our values were chosen following a nine month process where every member of the practice had an opportunity to participate in discussions and exercises to help define what values were most important. The process culminated with a practice-wide vote and the top 5 vote getters became Our Practice Values: Integrity, Teamwork, Excellence, Service and Accountability. As we work together to pursue our Practice Mission, we must hold each other accountable to these values.

Enhancing Our Clinical Value

The core of what we strive to do, across almost 3 million diagnostic and interventional cases per year, is provide optimal clinical value to our referring physicians, clients and patients. As a leading practice in our field, it is our responsibility to leverage our resources, make investments in unique capabilities and to drive innovation that enhances the clinical value that we deliver. In late 2014

DLK015768

Exhibit 4A.001

and early 2015, RP launched its first practice-wide clinical value programs: a standardized clinical variance process and an RP best practice for the management of incidental thyroid nodules found on CT ("ITN").

The RP Variance Program consists of both local and practice-wide peer review infrastructure, as well as tools, metrics and processes designed to capture, track, follow up on, resolve and learn from reported clinical variances. Variances can be initiated by client personnel, referring physicians or our own radiologists. The program is designed to enhance clinical collaboration, learning and quality improvement, as opposed to being punitive to the physician involved. Also, given that many variances reported by clients or referring physicians are not actually errors, the RP Variance Program is also an important service recovery tool...making sure that reported errors or perceived errors are properly researched with the resolution communicated back to our clients and referring physicians, giving them confidence in our radiologists' clinical performance and in our practice's quality management processes.

Our ITN Best Practice has been implemented to address the recognized variability within the radiology field in how these lesions are worked up and the implications such variability has on cancer diagnosis and downstream resource utilization. The RP best practice for ITN was developed by dozens of RP physicians using available research, our own data and a collaborative process where literally every RP physician had multiple opportunities to review guidelines, provide input and help design the final best practice recommendation. Our baseline performance versus the best practice (pre-implementation) has been defined and soon we will have our first data showing our adherence to the best practice post-implementation. Our clinical value and IT teams are also working to develop the capability to efficiently monitor our adherence with the regularity necessary to drive our collective performance toward our initial goal of 90% adherence. Achieving this initial goal will have a very significant impact: we will find more cancers earlier by aggressively managing lesions that are more likely to be malignant and we will avoid unnecessary resource utilization (ultrasound, biopsies and surgeries) for those that are quite unlikely to be cancerous.

CONFIDENTIAL
Dep't Robbat 7/31/2015

We consider these clinical value programs to be merely first steps in realizing the potential of a radiology practice with hundreds, or one day thousands, of physicians working together within a culture that encourages excellence and physician collaboration and supported by the process, tools and resources that can only be brought to bear by a practice with significant scale. While they are just first steps...we are nevertheless unaware of any practice in the US that is making these kinds of investments in clinical value innovation.

Building Our Capabilities

In a highly effective practice, the delivery of our critical physician services and the relentless pursuit of enhancing clinical value must of course be supported by outstanding non-clinical support capabilities. Our practice has been investing aggressively in its people, processes and

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Exhibit 4A.002

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systems to ensure that the practice's support services are world-class in their efficiency, effectiveness, and ability to support our physicians as they deliver clinical services to our referring physicians and patients. Our 12 person IT support team is recognized by our physicians and clients as distinctive in their talent, commitment, and service orientation. We have invested in a team of radiology service coordinators ("RSC"s) whose role is to provide logistics, communications, and other support to our radiologists, allowing our physicians to focus their time on the highest value part of the care process. Our revenue cycle management team has led a consolidation from multiple low performing outsourced vendors to one strategic outsourced partner, as well as our own internal revenue cycle team in Houston. Their efforts and process improvements have led to reductions in unbilled cases, improved coding through physician feedback processes, and improvements in contracted rates with payors. Our human resources team is providing much needed support in areas ranging from recruiting, benefits administration and performance management to training and professional development for our physician leaders in areas such as interviewing skills, performance management and conflict management. These are but a few examples and similarly impressive strides are being made in finance, accounting, operations, sales, business development, legal and compliance.

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Dennis Kobori 7/31/2015

Developing Our Leaders OUR PRACTICE

We believe that our practice will only reach its full potential if we become outstanding at training and developing the very best physician leaders. This is why our physician leadership program has been at the top of our agenda from the very beginning of RP as a practice. Today the program consists of Practice Leadership Summits which take place every 8 months and bring together as many physicians as the 24/7/365 schedule allows to build relationships, share information about the practice, help set practice priorities and provide feedback to practice leadership. In addition, a subset of physician leaders are selected to participate in dedicated training and leadership skills-building exercises, with professional facilitators and our own practice leaders delivering highly relevant content to help our physician leaders hone the skills necessary to create highly effective local teams, as well as to have an important impact on the RP practice overall. Back at home, our physician leaders also work day-to-day with other experienced practice leaders and thus learn new skills in a collaborative, coaching-oriented environment. Our physicians also have access to our practice's two leadership coaches. These highly talented and experienced professionals are available to provide help with challenging situations or to offer more hands on feedback and coaching to our physician leaders in areas pertaining to their personal leadership development goals. Finally, in 2015 we have designed and are just now launching our values-based physician performance and development review process. We will start with our physician leaders receiving meaningful, "360 degree" feedback regarding their performance, contributions to clinical value and service, impact on their teams and credibility with their clients. Once the process has been fine tuned, it will be rolled out to cover every physician and support team member in our practice.

DLK015770

Exhibit 4A.003

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As with most important areas in our practice, we are really just getting started and expect to continue to build upon these initial investments as we more fully define the long-term roadmap for what will be RP's unique, world-class physician leadership development program. There are not many organizations of any scale that can legitimately claim they consistently develop outstanding physician leaders. A signpost of our progress will be when people outside our practice begin to recognize that we do this distinctively well.

Serving Our Clients & Patients

Everything that we do to enhance our clinical value and practice support capabilities and to develop our people has an important impact on our clients and ultimately our patients. Some of our clients, including some of the more sophisticated health systems in the US, have begun to notice and appreciate the value of these initial clinical programs and the quality of our IT, operations and other support teams. All of our practice locations are working on the implementation of our newly designed client review process, in order that all clients have regular, organized and professional in-person meetings reviewing our services. It is a process designed to identify challenges that need to be addressed, define opportunities to add more value, ensure consistent two-way communication and help our partners understand and appreciate the unique level of service our practice offers. Further, in 2015 we are making investments in tools to help our clients manage radiation safety and have embarked on several exciting targeted pilot projects with some of our clients: ranging from developing systems to ensure recommended future follow-up imaging is actually performed to launching a new interventional program designed to bring academic medical center level care to one of our rural, community-based hospitals.

Our clients offer us the opportunity to impact patient care. We must continually innovate and enhance the services we offer, particularly in a world of changing payment models and value-based healthcare, in order to continue to maintain and expand upon that privilege.

Growing Our Practice

To date our practice has experienced significant growth. As a result, more independent radiology practices and hospitals are beginning take notice. As they come to understand the unique capabilities of our practice and the impact that we can have on clinical value and service, we expect the result will be more radiologists choosing to practice with RP and more clients choosing RP to provide their radiology service. Growth allows us to garner additional capital and human resources, to leverage new investments over a much broader economic base and to continue to drive innovation in our field. Growth also enhances the opportunities available to our physicians and support team members and allows all of us to have a bigger impact on our field.

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Dennis Kogod, 7/31/15

DLK015771

Exhibit 4A.004

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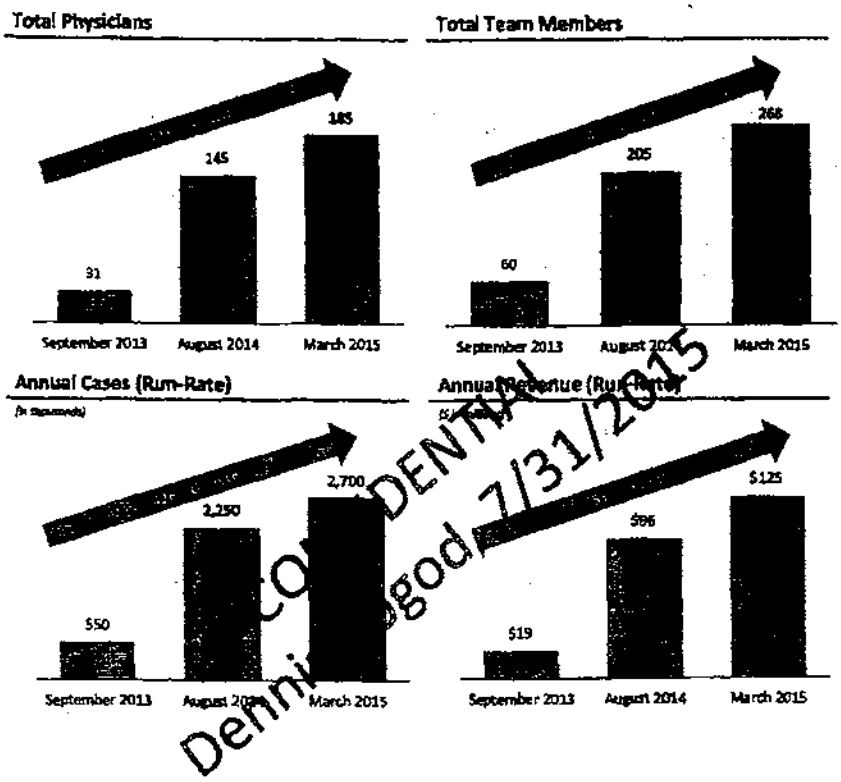
radiology partners



Dennis Cogod, 7/31/2015

Sharing in Our Success

More than 70% of the people in our practice are physicians and as we often say..."it only therefore makes sense that as our practice is successful our physicians should share in this success." We achieve this in part because of our core underlying belief in physician ownership. Today, over 55% of our physicians own equity in RP and more than 1/3 of RP's ownership is in the hands of our radiologists. New associates that join our practice have a path to partnership and equity ownership. In fact, we have promoted 15 new RP partners across our various practice locations over the course of the last 12 months. This naturally aligns our physicians with our shareholders, as they are both direct beneficiaries of the investments that we make and the growth and financial performance that we achieve.

DLK015772

Exhibit 4A.005

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Further, we recently had the opportunity to pay our first practice-wide physician bonus which totaled approximately $1 million. Physicians that were with RP for a full year were eligible and the individual amounts were based upon the local leadership's assessment of each physician's contribution to the practice, specifically as it relates to our practice values of integrity, teamwork, excellence, service and accountability. While there is no guarantee that we will be able to continue to pay physician bonuses in the future, it is certainly our goal to maintain and grow our ability to do so over time.

Creating Value for Our Shareholders

Our shareholders, including our physician partners, have entrusted us with their capital with the expectation that we will in turn deliver them an attractive risk-adjusted return. We take this trust and responsibility very seriously, in part because we know we will only continue be able to attract the capital necessary to Transform Radiology if we consistently deliver on this commitment. For this reason, everyone on the RP team should be aligned as we attempt to balance physician and support team compensation, long-term investments in practice capabilities, investments in growing our practice and profitability for our shareholders. As we discussed at our recent Practice Leadership Summit, "each of these four areas must be watered so that they may thrive and grow to support our Mission."

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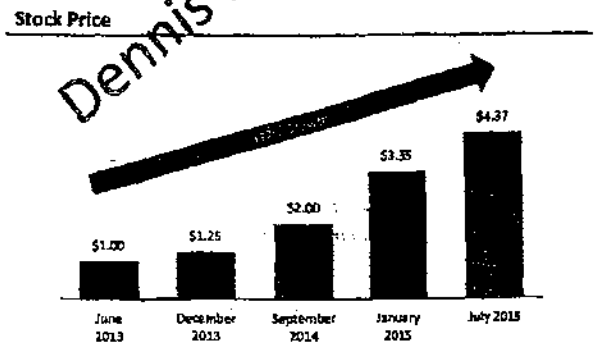
Dennis Kogod 7/31/2015

To date, as a result of the dedication and good work of our physicians and support team members, we have delivered an attractive return to our shareholders. Below is a chart of our share price valuation, most recently marked at a market value of $4.37 in connection with a transaction completed in July 2015.



Attached is an individualized summary of your equity position in RP.

DLK015773

Exhibit 4A.006

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[redacted] radiology partners

Summary
Momentum is building within our practice. Others are noticing it. You have played a role in helping build it and for that I thank you. It is my hope that each of you feels it and takes pride in it. We have in front of us that rarest of professional opportunities...the chance to transform a field of medicine. While it will undoubtedly take considerable time, working together it is within our reach...and, make no mistake, if we are successful the impact will be very important!

With sincere gratitude and appreciation,

Rich Whitney
Chairman & CEO

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Dennis Kogod, 7/31/2015

D. Kogod Equity Analysis

[redacted]

DLK016758

Exhibit 4F.001

Explanation of Attached

Dennis's long term compensation falls into three categories. He has SSARs, RSUs/PSUs and Cash LTIP. The attached summarizes them. Let me explain each one.

1) SSAR is Stock Settled Appreciation Right (like an option). So let's look at the first tranche (granted 4/13/2011), with a strike price of $43.35. Those are all vested and so he can exercise them today. They expire 5 years from date of grant, so they will be expiring soon and I'm sure Dennis will be exercising them soon. When he chooses to exercise them, we take the difference between the stock price on the day prior to exercise and the strike price and give him that many shares of stock. So let's say the stock closes today at $65.44 (closing price on Feb 3). If he exercises them all on Feb 4, then each one is worth $65.44 - $43.35, or $22.09. In total that is 250,000 x $22.09 = $5,522,500. Since the stock closed at $65.44, the company would give him 84,390 shares ($5,522,500 divided by $65.44) if he exercised them on Feb. 4. So basically he is getting the in-the-money value in stock....kind of like a cashless exercise of an option.

   The second tranche (granted 12/18/2012) is half vested and exercisable and half vests on 4/1/2016. This tranche expires 12/18/2017. The third and fourth tranches vest in the future on the dates indicated.

   In the case of all these SSARs, the year in which he exercises, he recognizes W2 income equal to the in-the-money value (in my example above, $5,522,500). This is taxed at ordinary income tax rates. When he exercises, he either has to write a check to DaVita to cover withholding tax, or he can direct DaVita to sell enough of the 84,390 shares to cover withholding tax and just deposit the net shares into his brokerage account. If he subsequently sells these net shares, that will be capital gains (or loss), with the basis being whatever the stock price was on the day he exercised the SSARs.

2) RSUs and PSUs. RSUs are Restricted Stock Units. RSUs are basically shares of stock that he gets when they vest. So for example, he will get 36,466 shares vesting on May 15, 2016. This is a taxable event, so whatever the value of those shares are on May 15, 2016 will show up as W2 income in 2016 (ordinary income). In order to get those shares, he either has to write DaVita a check to cover withholding taxes, or direct DaVita to sell enough shares to cover withholding taxes. And then if he subsequently sells these net shares, that will be capital gains (or loss), with the basis being whatever the stock price was on the day the RSUs vested.

   PSUs are Performance Shares. They are just like RSUs with an additional twist. In addition to the time vesting, there is a performance requirement, which can actually result in payout of more or less than the target number of shares (including all the way down to 0 shares). The number indicated on the other attachment is the target number of PSUs in which he would vest (50% on 5/15/2017 and 50% on 5/15/2018) if each of the performance conditions is hit exactly at target. At this point, it is likely that he will vest in less than 100% of these shares because of

where we are likely to come out on the performance conditions. Tax treatment is the same as for RSUs.

3) Cash LTIP is Cash-based Long Term Incentive Payment. Think of it like a bonus tied to long-term criteria. His first cash LTIP (granted 3/19/2013) is based on 2015 performance conditions and so we already know the outcome. He will get paid $4,950,000 for sure. The reason there is a "plus" sign is that there is a discretionary payment possibility for outperformance, and so he could make more, but we won't know until closer to April 1, 2016. The payout will be split 50% April 1, 2016 and April 1, 2017. He also got a Cash LTIP grant very recently, but the likely payout is $0. The reason for this (that we just granted it recently and we already think it will pay out at $0) is kind of complicated, so if you want to talk live about it, let me know and I can explain. The tax treatment is just like a normal cash bonus payment – ordinary income, shows up as W2 income in the year actually paid, and there are withholding taxes.

DLK016760

Exhibit 4F.003

THOMASINA
DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT (the "Agreement") is dated as of October 15, 2014 by and between DENIKA LLC, a Louisiana limited liability company (the "Owner") and SEVEN ARTS FILMED ENTERTAINMENT LOUISIANA LLC (the "Distributor"), a Louisiana limited liability company.

WHEREAS:

1. The Owner intends to produce the motion picture currently entitled "Thomasina" (the "Picture").

2. The Owner wishes to grant the Distributor the exclusive right to exhibit, distribute and otherwise exploit the Picture in the Territory on the terms and conditions hereinafter set forth.

3 The Distributor wishes to exhibit, distribute and otherwise exploit the Picture in the Territory on the terms and conditions hereinafter set forth.

4. All terms herein shall have the meanings described herein or on Exhibit "4."

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

GRANT OF RIGHTS

1.1 **Grant of Rights.** The Owner hereby grants to the Distributor the following rights ("the Rights") to exhibit, exploit and distribute the Picture in the Territory and throughout the Term: Theatrical Rights, Non-Theatrical Rights, Television Rights, Home-Video Rights, all Incidental Rights in and to any of the foregoing Rights, as well as any Derivative Rights, Music Rights, Phonorecord Rights, Merchandising Rights, or Publishing Rights.

1.2 **Approvals.** Distributor shall have the right to approve (a) the identity and the terms of engagement of all persons engaged to perform services with respect to the Picture; and (b) all "cuts," including the "final" cut of the Picture and the right to re-edit the Picture as Distributor determines is reasonable or appropriate in the Distributor's sole discretion. The Picture shall include the performances and/or services of the "Material Elements" set forth on Exhibit "1," and shall be produced in accordance with the "Approved Production Budget" attached as part of Exhibit "1".

ARTICLE 2

DELIVERY AND CREDITS

2.1 **Credits.** The Distributor shall comply with the Owner's written instructions to credits to be accorded on the screen or in any paid advertising and publicity issued by the Distributor or under the Distributor's control, and shall provide in its agreements with sub-distributors and licensees that such sub-distributor and/or licensee shall also comply therewith and shall include the same provisions in any agreements entered into by such sub-distributor with its sub-distributor(s), if any, provided that such written instructions have been approved in advance and in writing by the Distributor. This undertaking by the Distributor is solely for the benefit of the Owner and not for the benefit of any third party. No casual or inadvertent failure to comply with contractual obligations as to credits to be accorded on the screen or in any paid advertising and publicity by the Distributor or any of its subsidiaries, affiliates, sub-distributors or licensees to comply with contractual obligations as to credits to be accorded on the screen or in any paid advertising and publicity shall constitute a breach of this Agreement. Upon Distributor's receipt of notice from the Owner that the Distributor or its subsidiaries have failed to comply with the credits furnished to the Distributor by the Owner, the Distributor shall take all such steps as are reasonably practical to cure such failure with respect to future screen credits, advertising and publication, provided the credits accorded by the Owner conform to the provisions of this section. In the event that such failure was casual or inadvertent, there shall be no other remedy available to any person against the Distributor, its subsidiaries, affiliates, sub-distributors or licensees for any such failure. In no event shall the Owner be entitled to seek or receive injunctive relief in connection with any failure by the Distributor to comply with the provisions of this Section. In no event shall the Distributor be liable or have any responsibility for any acts or omissions with respect to credits created by or under the control of an exhibitor, newspaper, magazine, broadcaster or other parties who are not subsidiaries of the Distributor.

2.2 **Delivery.** If the Picture is produced, the Picture shall be delivered to the Distributor in accordance with a delivery schedule approved by the Distributor, but in no event later than October 17,, 2016 (the "Expected Delivery Date"). However, the Expected Delivery Date may be extended for up to a period up to 365 days at the Owner's option. Delivery of the Picture shall be accompanied by delivery to the Distributor of the materials set forth on Exhibit "2" hereto prepared in accordance with the specific Delivery Requirements contained in this Agreement.

ARTICLE 3

TERM

3.1 **Initial Term.** The initial term (the "Initial Term") of license granted in this Agreement shall be 25 years from the date hereof.

3.2 **Extensions.** This Agreement shall be automatically renewed for two further periods of 25 years and 45 years (the "Second and Third Terms", respectively), unless notice of termination is delivered to the Owner by the Distributor between six months and three months prior to the expiration of the Initial Term or the Second Term, as the case may be.

3.3 **Right of First Negotiation /Last Refusal After the Term has expired:**

(a) If the Owner proposes to sell, license or otherwise exploit any Rights granted to the Distributor hereunder, the Owner shall first give the Distributor notice thereof. The

distributor shall have the exclusive right to negotiate in good faith with the intention of reaching an agreement to acquire the applicable Rights specified in the Notice, for a period of 60 days after receipt of the Notice. The parties agree that the first negotiation/last refusal rights set out herein are material and that damages are an inadequate remedy for any violation of any such Rights. Therefore, the Distributor shall be entitled to equitable relief to prevent a breach of or to mandate compliance with its first negotiation/last refusal rights granted herein. If the Distributor and the Owner do not reach an agreement as to the material terms for an agreement to acquire such Rights within the 60 day period, the Owner may negotiate with third parties with respect to such Rights, subject to the provisions of Subsection 3.3 (b) below.

(b) If the Owner makes or receives a bona fide offer with respect to the applicable Rights, the material terms of which are less favorable than the last offer made by the Distributor, and if the Owner proposes to accept such offer, the Owner shall give Notice to the Distributor of the material terms and conditions of the third party offer and the name of the person making the offer. The Distributor shall have the right to acquire the interest in the applicable Rights on the same material terms and conditions as the third party offer by giving Notice of acceptance thereof within 15 days after the Notice Date. Otherwise, the Owner shall be free to accept the third party offer. However, if the proposed third party transaction is not consummated, the Distributor's first negotiation/last refusal rights under this Section 3.3 will apply to each further offer relating to the applicable Rights of the Owner.

ARTICLE 4

PAYMENTS

4.1 Distributor shall arrange for and/or pay and guarantee the following to Owner:

(a) 100% of Net Receipts as defined on Exhibit "3" attached hereto. Distributor may deduct any participations and residuals due to third parties providing services in connection with the Picture from Gross Receipts and pay such sums on behalf of Owner to the parties to which such sums are due under agreements entered into by Owner.

4.2 Security Interest. As security for the full and timely payment and performance of Distributor's obligations hereunder, the Distributor hereby grants to Owner a security interest, charge and lien upon: (i) all of Distributor's rights and interest in the Rights licensed hereunder; (ii) all of Distributor's rights and interest as lessor or licensor under each of the Sub-Distribution Agreements, including without limitation, Distributor's right to payment and all payments there under, and (iii) any and all other rights and interest of Distributor in, to and in connection with the Picture, now or hereafter acquired, including without limitation, all tangible and intangible assets, contracts, instruments, chattel paper, accounts, deposit accounts, cash, rights to payment, inventory, rights under copyright, and any and all proceeds, substitutions or replacements of any of the foregoing (collectively the "Distributor's Collateral").

ARTICLE 5

DISTRIBUTION POLICY

5.1 **General.** With respect to the Rights, the Distributor shall have the broadest possible latitude in the exploitation thereof, and the exercise of its judgment in all matters pertaining thereto shall be final. In this connection, the Distributor shall have complete authority to exploit the Rights in accordance with such sales methods, policies and terms as it may, in its sole discretion, determine; provided that it shall employ its reasonable best efforts to maximize the commercial benefits to the Owner from the exploitation of the Picture. Subject to the foregoing, the Distributor has not made any express or implied representation, warranty, guarantee or agreement as to the total amount of proceeds which will be derived from the exploitation of the Rights, nor has the Distributor made any express or implied representation, warranty, guarantee or agreement that there will be any sums payable to the Group hereunder or that the Rights will be exploited continuously. All matters relating to the exploitation of the Rights (including the scope and duration thereof) shall be decided by the Distributor in its sole discretion. In no event shall the Distributor incur any liability based upon any claim by the Owner that the Distributor has failed to realize receipts or revenue which should or could have been realized. The Distributor may settle, compromise, adjust, cancel, waive, give allowances to, not collect or not seek any remedy for collection of any contracts, debts or sums due with respect to any Rights, for any reason whatsoever.

5.2 **Sub-Distributors.** Subject to the terms hereof, the Distributor may exploit the Rights either itself or through such other parties, including Affiliates of the Distributor, as the Distributor may, in its sole discretion, determine and, without limiting the foregoing, shall have the express right to enter into sub-distribution and licensing agreements which may extend beyond the Term of this Agreement. The Distributor may license the Rights connected therewith, in whole or in part, in good faith as may be consistent with the Distributor's general practice in such matters, to any and all other agencies in which the Distributor or its Affiliates may have an interest directly or indirectly upon such terms and rentals as the Distributor may deem fair and proper under the circumstances, and which are on arms-length, customary terms in the motion picture industry.

ARTICLE 6

REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 **The Owner's Warranties.** The Owner hereby warrants, represents and covenants as follows:

(a) Owner is a limited liability company.

(b) Owner has full power, right and authority to execute, deliver and fully perform this Agreement, and the execution, delivery and performance of this Agreement by the Owner has been duly authorized and this Agreement will be binding upon the Owner upon its execution.

(c) Owner owns or will own all of the Rights, and has not previously assigned, licensed or transferred in any way any of the Rights

(d) There are, and will be, no claims, liens, encumbrances, limitations, restrictions or rights of the nature (including, without limitation, any liens or security interests in favor of any bank or other third party which may provide production financing for the Picture or may have

otherwise loaned money to the Owner or any other producer of the Picture ["Financier]) in or to the Picture or any part thereof, except in favor of any Financier, or unless first expressly approved by the Distributor in writing, excluding only any liens which as a standard practice in the industry are required to be entered into in favor of any collective bargaining entity in connection with the Picture, and then only if such entity enters into a standard subordination agreement with respect to such lien subordinating its security interest in and to the Rights.

(e) The Owner has, or will have, as of the date of Delivery of the Picture, fully paid, satisfied, cured or discharged at the time due or required all of the following:

i) all claims and rights of any person in respect of copyrights in literary, dramatic, musical rights and other property or rights in or to all stories, plays, scripts, scenarios, themes, incidents, plots, characters, dialogue, music, words and other material of any nature whatsoever appearing, used or recorded in the Picture;

ii) all claims and rights of any person in respect of inventions and patent rights with respect to the recording of any and all dialogue, music and other sound effects recorded in the Picture and with respect to the use of all equipment, apparatus, appliances and other materials used in the photographing, recording or otherwise in the manufacture of the Picture;

iii) all claims and rights with respect to the use, distribution, performance, exhibition and exploitation of the Picture, and any music contained therein;

iv) all costs of producing and completing the Picture, including, without limitation, any and all compensation including residuals (to the extent only that residuals payable in connection herewith are then due and payable), pension and welfare benefits and other payments required by applicable guild or union agreements, due or which may become due to any actors, musicians, directors, writers or others who participated in the Picture;

v) any liens, claims, charges, encumbrances, restrictions, agreements, commitments or arrangements whatsoever with any person, firm or corporation, or any obligation then due and payable and all defaults under, or breaches of, any contract, license or agreement which could, or would, in any way interfere with, impair, abrogate or adversely or otherwise affect any of the Rights granted to the Distributor hereunder; and

vi) any other payments of any kind required to be made in respect, or as a result of any use of the Picture, except to the extent expressly required to be defrayed by the Distributor hereunder.

(f) None of the Picture, nor any parts thereof, nor any materials contained therein or synchronized therewith, nor the titles thereof, nor the exercise by the Distributor of any right, license or privilege respecting the Picture, violates or will violate, or infringes or will infringe, any trademark, trade name, contract, agreement, copyright (whether common law or statutory),

patent, literary, artistic, dramatic, personal, private, civil or property right or right of privacy or "moral rights of authors" or any other right whatsoever of, or slanders or libels, any person, firm, corporation or association whatsoever.

(g) The Owner owns and controls, or prior to Delivery of the Picture hereunder will own or control, without any limitations or restrictions whatsoever, except as expressly approved by the Distributor in writing, all motion picture, performance and all other Rights in and to the Picture and all the soundtracks thereof, and has obtained or will obtain all necessary licenses required for the production, synchronization, exhibition, performance, distribution, marketing and exploitation of the Picture (including the music contained therein, subject only to the payment of such performing fees, if any, as are customarily payable by exhibitors to such performing rights society as shall have jurisdiction) for any and all purposes and for every means, method and device now or hereafter known or required for the full, complete and unlimited exercise and enjoyment by the Distributor of each and all of the Rights.

(h) The performing rights to all musical compositions contained in the Picture are, or will be prior to Delivery, (i) controlled by the ASCAP, BMI or their Affiliates, or (ii) in the public domain, or (iii) owned or controlled by the Owner.

(i) The copyright in the Picture is and will be valid and subsisting at all times hereafter and no part thereof (excluding music), is in the public domain, except for stock or re-used film and except as expressly approved by the Distributor in writing. All material upon which the Picture is based or which is contained in the Picture is either (i) owned by the Owner, (ii) properly licensed to the Owner, or (iii) in the public domain.

(j) The main and end titles of the negative and pre-print materials of the Picture contain, or will contain, on Delivery:

i) A copyright notice in the form complying with the United States Copyright Revision Act of 1976, as amended, and the Universal Copyright Convention, with the phrase "All Rights Reserved ";

ii) The following legend shall appear in accordance with the Distributor's customary practice (i.e., located in the end titled at or near the cast of characters):

"THIS MOTION PICTURE IS PROTECTED UNDER THE LAWS OF CANADA AND THE UNITED STATES OF AMERICA AND OTHER COUNTRIES. UNAUTHORIZED DUPLICATION, DISTRIBUTION OR EXHIBITION MAY RESULT IN CIVIL LIABILITY AND CRIMINAL PROSECUTION"; and

iii) All necessary and proper credits for the actors, directors, writers and all other persons appearing in or in connection with the production of the Picture who are entitled to receive the same. The Distributor shall have the right to designate the form of, and to receive, credit in connection with the rights granted herein (including, without limitation, a distributor's credit and a so-called "presentation" credit), all subject to the credit obligations of Owner.

(k) All information provided to the Distributor by the Owner as required by this Agreement shall at the time provided and continuously thereafter be true, correct and complete.

(l) The Distributor will quietly and peacefully enjoy and possess each and all of the Rights, licenses and privileges in the Picture herein granted or purported to be granted to it without interference or hindrance by any person.

6.2 Distributor's Representations, Warranties and Covenants. The Distributor hereby represents, warrants and covenants to Owner as follows:

(a) The Distributor is a corporation duly organized, validity existing and in good legal standing under the laws of Louisiana.

(b) The Distributor has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The officers executing this Agreement and any agreement contemplated by this Agreement on behalf of the Distributor have the legal power, right and actual authority to bind the Distributor to the terms and conditions hereof and thereof. This Agreement constitutes the legal, valid and binding agreement of the Distributor, enforceable in accordance with its terms.

(c) There are no suits, actions, arbitrations, or legal, administrative or other proceedings, or governmental investigations pending or, to the best knowledge of the Distributor, threatened, against the Distributor.

6.3 Indemnity. Distributor and Owner (in this capacity "Indemnitor") do hereby and shall at all times indemnify and hold harmless the other parties, their successors and assignees, and all officers, directors, agents, attorneys and employees of the foregoing (herein collectively referred to as "Indemnitees") from and against any and all costs, claims, charges, recoveries, losses, expenses (including, but not limited to, attorneys' fees and disbursements), liabilities, damages, judgments, settlements, injunctions, compromises, penalties, decrees or any other loss of any kind or nature whatsoever (all referred to herein as "Loss") which may be made, asserted, maintained or secured against, or suffered by, any Indemnitee caused by or arising out of any breach by the Indemnitor of any of its representations warranties herein, including, without limitation, any consequential or special damages proximately caused by the foregoing. Indemnitees agree to give Notice to the Indemnitor of any claim, demand or action which is or may be subject to this section ("Claim") promptly after obtaining knowledge thereof and shall on request make available to the Indemnitor all documents relating to the Claim, but failure to give Notice shall not affect the right of any Indemnitee to indemnification herein if the Indemnitee can establish that the Indemnitor is not prejudiced by such failure. Promptly upon receipt of such Notice or upon obtaining knowledge of any Claim, the Indemnitor agrees to assume the defense of the Claim on behalf of itself and Indemnitees at the sole cost of the Indemnitor. The Indemnitees or each of them shall have the right to participate in the defense of any Claim through counsel of their choice at their own expense. If the Indemnitor fails to promptly assume the defense of any Claim, the Indemnitees or any of them may do so and the Indemnitor shall promptly reimburse the Indemnitees for all costs and expenses (including, but not limited to attorney's fees and disbursements) incurred in connection therewith as such are incurred; in such case the Indemnitees shall not settle or compromise any Claim without the Consent of the Indemnitor, such Consent not to be unreasonably withheld. If the Indemnitor shall fail to so

reimburse the Indemnitees, then, without waiving their rights otherwise to enforce such reimbursement, the Indemnitor shall, on behalf of the Indemnitees, have the right to deduct the said amount of such payments, costs and expenses, or any part thereof, from any sums accruing to or for the account of the Indemnitor under this Agreement.

ARTICLE 7

TERMINATION, DEFAULTS

7.1 **Limitations.** This Agreement may not be terminated, revoked, cancelled, rescinded or otherwise abrogated for any reason whatsoever prior to the expiration of the Term, without the Consent of Distributor.

7.2 **Effect on Existing Agreements.** Notwithstanding any other provision of this Agreement, with respect to any sub-distribution or licensing agreements or any assignments entered into by the Distributor in connection with the Rights ("Sub-Distribution Agreements"), the following shall apply:

(a) any termination, expiration, revocation, cancellation, rescission, repudiation, abrogation or failure of any aspect of this Agreement, occurring for any reason whatsoever, shall so far as the Owner is concerned be subject to and shall in no way affect any Sub-Distribution Agreements, regardless of (*inter alia*) the length of the remaining term of any such Sub-Distribution Agreements;

(b) the Owner shall do nothing to disturb or interfere in any way with any rights under the Sub-Distribution Agreements; and in connection with the foregoing, at the end of the Term of this Agreement, any agreements entered into, or Rights granted, prior thereto by the Distributor in the exercise of its Rights under this Agreement (or by any of its sub-distributors or licensees in the exercise of the Rights granted to them by the Distributor), which have not by their terms terminated or expired, shall remain in effect and the Group shall succeed to the Distributor's position thereunder;

(c) all sales, assignments, pledges, encumbrances or other transfers of any nature whatsoever, made at any time whatsoever by, on behalf of or under the authority of the Owner of all or any part of the Owner's rights in the Picture, shall be subject to all such Sub-Distribution Agreements; and

(d) if by operation of law or otherwise any rights in such Sub-Distribution Agreements revest in or revert to the Owner, then the Owner will grant to such persons as the Distributor may designate effective immediately upon any such revesting or reverting all such rights under the affected Sub-Distribution Agreements as necessary, appropriate or convenient in the Distributor's sole discretion, and the Owner hereby irrevocably appoints the Distributor as the Owner's exclusive attorney-in-fact, for its use and benefit, with full power of delegation, substitution and re-substitution, for the purpose of executing, acknowledging, filing and recording any and all documents and instruments and doing all other acts necessary or advisable to further accomplish the purposes aforesaid, this power of attorney to survive the dissolution, bankruptcy or other legal incapacity of the Owner.

7.3 **Events of Default - Distributor.**

An "Event of Default" by the Distributor shall mean the occurrence of any of the following events.

(a) The breach or failure of the Distributor to keep or perform any agreement or obligation or any representation or warranty of the Distributor made under this Agreement, and is confirmed by a final judgment of a court of competent jurisdiction, if Distributor disputes any such claim of breach;

(b) The making by the Distributor of any general arrangement or assignment for the benefit of its creditors;

(c) The commencement of any bankruptcy, insolvency, reorganization or liquidation proceeding by or against the Distributor; or

(d) The appointment of a conservator, trustee or receiver for the administration of the Distributor's financial affairs, or to take possession of substantially all of the Distributor's assets.

7.4 **Cure Period.** In the event of a breach or default by the Owner or by the Distributor, other than those breaches and defaults set forth as Events of Default in Sections 7.3 hereof, no such event shall be actionable at law or in equity unless and until:

(i) The breaching party receives Notice of the event of breach or default from the other party; and

(ii) The breaching party fails to cure the breach or default within 30 days of the Notice Date.

7.5 **Remedies.** All rights and remedies granted to either party under this Agreement are cumulative and the exercise of one shall not limit or affect that party's right concurrently or subsequently to exercise any other right or remedy, and shall be in addition to such other rights or remedies as that party may have at law, in equity, under this Agreement or otherwise. The Owner acknowledges and agrees that the rights granted to the Distributor hereunder are of a special, unique and extraordinary nature, the breach, loss or impairment of which would cause irreparable harm to the Distributor, and could not adequately be compensated for by money damages. Accordingly, in the event of any actual or anticipatory breach, loss or impairment of such rights, in addition to all other remedies which may be available to the Distributor, the Distributor shall be entitled to injunctive relief against the Owner and against each and every one of its predecessors and successors and assigns with respect to the rights granted to the Distributor hereunder to prevent any such breach, loss or impairment. In no event shall the Owner be entitled to seek or obtain any injunctive relief with respect to the exercise by the Distributor of any Rights granted to the Distributor hereunder, it being agreed that the only remedy of the Owner shall be an action for an accounting or for damages, without limiting the Owner's rights pursuant to Section 7.3 hereof.

7.6 **Force Majeure.** Notwithstanding any other provisions of this Agreement, neither party shall be liable to the other in damages or otherwise because of any failure to

perform hereunder caused by fire, earthquake, flood, epidemic, catastrophic accident, explosion, casualty, strike, lock-out, riot, civil disturbance, act of public enemy, embargo, war, act of God, by any municipal, state or federal ordinance or law, by any legally constituted authority, whether municipal, state or federal, by the issuance of any executive or judicial order, or the unavailability of the director or any principal cast member (which unavailability is beyond the reasonable control of the producer of the Picture and of the Distributor and which prevents production of the Picture; due to their death, incapacity or default of their agreements with the production entity that produces the relevant Picture (to the extent not covered by insurance). In no event shall inclement weather be deemed to be or considered as an event of force majeure for any purpose of this Agreement. If the distribution of the Picture shall be materially interrupted by any such cause, or if, for any reason whatsoever, the majority of the motion picture theatres in any country comprising the Territory exhibiting motion pictures shall be closed for one week or more, then at the election of the Distributor, the Distributor's obligations under this Agreement may be suspended with respect to such country in the Distributor's sole discretion for such time as such conditions may exist.

ARTICLE 8

LEGAL PROCEEDINGS

8.1 **Copyright Infringement.** If any person shall do or perform any acts which the Distributor believes constitute in the Territory a copyright infringement of the Picture or of any of the literary, dramatic or musical material contained in the Picture, or constitute a plagiarism, or violate or infringe any right of the Owner, the Distributor or any sub-distributor or licensee of the Distributor (as the case may be) or if any person shall do or perform any acts which the Distributor believes constitute an unauthorized or unlawful distribution, exhibition, or use thereof, then and in any such event, the Distributor (and any of its sub-distributors or licensees) may and shall have the exclusive right to take such steps and institute such suits or proceedings as the Distributor (or any of its sub-distributors or licensees) may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable, necessary or proper for the full protection of the rights of such parties, and if the Distributor fails to take any such action, any one of the Owner or IDC may do so in the Distributor's name but at the sole expense of the prosecuting party. The name of the Owner, may be utilized to the extent permitted by law in any suits or proceedings which may be brought by the Distributor or its sub-distributors or licensees.

8.2 **Right to Defend.** If any claim shall be made against the Owner in respect of:

i) the Picture,

ii) any of the Rights granted to the Distributor hereunder, or

iii) any matter for which the Distributor is required to indemnify the Owner hereunder,

the Owner undertakes to give notice to the Distributor of such claim, as promptly as is reasonably possible, and in no event later than fifteen (15) days after the Notice Date and the Distributor shall have the right to engage such legal representatives as it shall require in

connection therewith and the exclusive right to control the defense, prosecution or settlement of the applicable claim (whether or not by the issuance of legal proceedings to the extent permitted by law), subject to the Owner being indemnified by the Distributor against any legal and other costs occasioned by the Owner in respect of such claim unless the Owner shall elect to participate in the applicable proceeding together with the Distributor through counsel of the Owner's choice.

8.3 **Further Assurances.** If the Distributor deems it necessary or appropriate to effectuate, confirm and protect any of its rights granted to it hereunder, the Owner agrees to promptly execute any documents and do any acts reasonably appropriate to confirm and effect such rights (specifically including those rights set forth in Article 7 and this Article hereof), and if the Owner shall fail to do so within two (2) business days after the Distributor's request, the Distributor shall have the right to execute such documents and perform such acts in the name of the Owner on its behalf but for the Distributor's benefit, and the Owner does hereby irrevocably appoint the Distributor as their attorney-in-fact (with full power of delegation, substitution and re-substitution) for such purposes.

ARTICLE 9

MISCELLANEOUS

9.1 **No Third Party Beneficiary.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties hereto (and in the case of Indemnities, any Indemnitee) any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all of its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto.

9.2 **Waivers.** Any party may waive the benefit of any term, condition, warranty or covenant in this Agreement or any right or remedy at law or in equity but only by an instrument in writing signed by the party to be charged. The waiver of any breach of this Agreement or any right or remedy granted hereunder or at law or in equity shall not be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof or of the opportunity to exercise such right or remedy at any preceding or subsequent time.

9.3 **Assignment.** The Distributor may not assign its rights and delegate its obligations under this Agreement to any person without the prior written Consent of the Owner, which Consent shall not be unreasonably withheld, unless to a person controlled by or under common control with Peter M. Hoffman. The Owner may not assign their rights or delegate their obligations without the prior written Consent of the Distributor, which Consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall endure to the benefit of and be binding upon the successors and assigns of each party.

9.4 **Amendments.** This Agreement may not be altered, modified, amended, cancelled, rescinded, discharged or terminated except as specifically herein provided or by an instrument in writing signed by both parties.

9.5 **Entire Agreement.** No person, whether or not an officer, agent, employee or representative of any party hereto, has made for or on behalf of that party any agreement,

representation, warranty, statement, promise, arrangement or understanding ("Other Agreements") not expressly set forth in this Agreement. This Agreement and all agreements referred to herein constitute the entire agreement between the parties and supersede all prior or concurrent oral or written, express or implied Other Agreements with respect to the subject matter hereof. The parties acknowledge that in entering into this Agreement, they have not relied and will not in any manner rely upon any Other Agreements, other than those Agreements specifically set forth in this Agreement or in any agreements referred to therein.

9.6 **Governing Law.** This Agreement shall be deemed a contract made under and shall be construed and enforced and the legality and validity of each term and condition shall be determined in accordance with the laws of Louisiana and the parties hereto consent to the jurisdiction of the courts of Louisiana.

9.7 **Captions.** Captions or paragraph headings are used herein for convenience of reference only, shall not constitute a part of this Agreement and shall not be utilized or referred to in the construction or interpretation of this Agreement.

9.8 **Currency.** Unless otherwise indicated, all references herein to any sum of money shall be deemed to be a reference to lawful currency of the United States of America and all sums or amounts payable hereunder shall be paid in such currency.

9.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original hereof and which together shall constitute one agreement.

9.10 **Notices.** All notices, approvals, requests or demands ("Notices") which any party is required or may desire to give to the other hereunder shall be in writing, unless otherwise specified, and shall be addressed to the address provided for herein. All Notices shall be given in one of the following ways:

(i) by delivery to the address set forth below for such party;

(ii) by mail, registered or certified (return receipt requested), postage prepaid, airmail (if available); or

(iii) by transmittal by any electronic means whether now known or hereafter developed, including but not limited to, telex, telecopier, or facsimile transmissions, able to be received by the party intended to receive notice. If so delivered, mailed, telegraphed, cabled, or transmitted, each Notice shall, except as herein expressly provided, be conclusively deemed to have been given when delivered, or when electronically transmitted, or on the fifth business day following the date of mailing, as the case may be. The addresses of the parties shall be those of which the other party actually receives written Notice and until further notice are:

To the Distributor:

SEVEN ARTS FILMED ENTERTAINMENT LOUISIANA LLC
807 Esplanade Avenue
New Orleans, Louisiana 70116
Attn: Peter Hoffman

To Owner:

DENIKA LLC
c/o Mr. Dennis Kogod
9716 Oak Pass Road
Beverly Hills, CA 90210
Attn: Dennis Kogod

9.11 **Severability.** Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever any provision of this Agreement is held to be invalid or illegal under any material statute, law, ordinance, order or regulation, such provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements and such curtailment or limitation shall not affect the validity of the remainder of this Agreement or any other provisions hereof.

9.12 **Time.** Time is of the essence with respect to this Agreement.

9.13 **Name and Gender.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders, and the neuter gender shall include the masculine and feminine, as the context requires; and the words "person" or "party" shall include corporations, firms, Owner, or other forms of association.

9.14 **Attorneys' Fees.** In any action, suit or proceedings brought by either party with respect to this Agreement, its subject matter or the actions, statements or conduct of the parties hereunder, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection therewith, including but not limited to attorneys' fees, attorneys' costs and court costs.

9.15 **Further Assurances.** Each party shall execute and deliver such other documents or instrument as may be necessary or desirable to evidence, effectuate or confirm this Agreement, and any of the terms and conditions hereof.

9.16 **Not a Joint Venture or Sale.** Nothing herein contained shall constitute a partnership between, or joint venture by, the parties hereto or constitute either party the agent of the other; and neither shall anything contained herein constitute a purchase or sale agreement. The parties hereby acknowledge that this Agreement constitutes a license of certain distribution rights as to the Picture and grant of certain ancillary rights and obligations in connection therewith. Neither party shall hold itself out contrary to the terms of this paragraph, and neither

party shall become liable for the representation, act or omission of the other contrary to the provisions hereof.

9.17 **Definitions.** Unless otherwise defined, all capitalized terms shall have the meanings ascribed to them in Exhibit "4" hereof.

9.18 **Exhibits.** Each and every Exhibit attached hereto is incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

SEVEN ARTS FILMED ENTERTAINMENT LOUISIANA LLC

By: _____
Peter Hoffman
Manager

DENIKA LLC

By: _____
Dennis Koslow
Member

DLK002909

Exhibit 4G.015

LIST OF EXHIBITS
TO
INTERNATIONAL DISTRIBUTION AGREEMENT

EXHIBIT "1"	Material Elements and Approved Production Budget
EXHIBIT "2"	Delivery Requirements
EXHIBIT "3"	Entitlement Schedule and Certain Other Provisions
EXHIBIT "4"	Definitions

EXHIBIT "2"
TO
INTERNATIONAL DISTRIBUTION AGREEMENT

DELIVERY REQUIREMENTS

All elements below to apply to both the Film and the trailer of the Film.

FILM DELIVERABLES

- **Digital Cinema Package 16x9 full height anamorphic of the Feature** –fully graded *(PHYSICAL DELIVERY)*
- **Digital Cinema Package 4x3 full frame pan & scan of the Feature** –fully graded *(PHYSICAL DELIVERY)*

VIDEO / DVD ELEMENTS

- **High Definition HD D5 16x9 full height anamorphic of the Feature** –fully graded *(ACCESS ONLY)*
- **High Definition HD D5 4x3 full frame pan & scan of the Feature** –fully graded *(ACCESS ONLY)*
- **International Video Master 4x3 full frame pan & scan of the Feature** – One (1) PAL and one (1) NTSC Digital Betacam with full English mix in stereo on Channels 1 & 2 and fully synchronised stereo M & E on Channels 3 & 4. *(PHYSICAL DELIVERY)*
- **International Video Master 16x 9 original aspect ratio of the Feature** – One (1) PAL and one (1) NTSC Digital Betacam in the same aspect ratio as theatrical feature with full English mix in stereo on Channels 1 & 2 and fully synchronised stereo M & E on Channels 3 & 4. *(PHYSICAL DELIVERY)*
- **International Video Master Textless Backgrounds** – Either together with the above mentioned items, or separately, a first-class videotape in each of the identical formats as supplied above containing the textless backgrounds of the Main and End titles of the Picture as well as textless backgrounds for any other scenes over which subtitles, location titles, or other printing appears in the final version of the Picture. *(PHYSICAL DELIVERY)*
- **Master Video Technical Evaluation** - One copy of the final Master Video Technical Evaluation report as created by any pre-approved lab for each video master delivered. Should the evaluation prove that any of the master videotapes are not of acceptable quality, it is the Producer's responsibility to repair any faults listed on the evaluation report. *(PHYSICAL DELIVERY)*

AUDIO ELEMENTS (PHYSICAL DELIVERY)

- **DA88 FEATURE DM&E TRACK** – Dialogue, Music & Effects of final soundtrack with separate stereo (6 tracks) running at 25fps to match video masters
- **DA88 FEATURE (5.1 mix)** – The final 6-track stereo digital Printmaster, with the tracks formatted Left, Left Surrounds, Center, Right Surrounds, Right & Boom in synch with the final Picture

- **DA88 FEATURE (stereo mix)** – The final 2-track stereo matrixed Printmaster (LTRT) in synch with the final Picture
- **DA88 FEATURE M&E (5.1)** –The final 6-track International music & effects soundtrack at 25FPS, 48KHz and 25EBU with the tracks formatted Left, Center, Right, Left Surround, Right Surround, Subwoofer, any additional information, dialogue guide in synch with the final Picture
- **DA88 FEATURE M&E (stereo)** – The final 4-track stereo Foreign Music and Effects master in a 6-track format (also referred to as the 4 + 2), with the first 4-tracks formatted as left, center, right & surrounds, track 5 used for any additional or miscellaneous information (i.e., commercials, song lyrics, foreign (exotic) language, etc.) and track 6 formatted with the mono version of the English dialogue guide track.
-

DOCUMENTATION (PHYSICAL DELIVERY)

- **Music Cue Sheet** - in customary format giving full details of recordings, copyright owners, performers, composers, publishers, timings etc
- **Combined Action, Dialogue, Spotting & Continuity List** -with all final dialogue and scene descriptions and(spotting) timecode for subtitles of the finished Feature, Trailer and any available DVD Extras on CD-Rom in either Microsoft Word or Adobe Acrobat
- **Music /Stock Footage Licenses**- All agreements and other documents relating to music rights and stock footage usage which fully grant Distributor and its Third Party Distributors the right to exploit all music and stock footage embodied in the Picture delivered hereunder in every and all media, and every manner and all Territories in which the Picture may be exploited by Distributor or its Third Party Distributors and evidence of payment in full with respect to all such documents
- **On Screen & Paid Ad Credits**- Agreements (or certified credit excerpts therefrom) in connection with all personnel connected with the Picture who are entitled to screen and/or advertising credits, a separate statement summarizing all screen and advertising credits in such form and containing such information as Distributor may require, and a hard copy of the on-screen credits (main and end titled) and layout of the proposed paid ad credit billing block. Producer shall also provide a complete statement of all dubbing obligations (if any) and any other third party restrictions and approval rights (including, without limitation, director's editing rights, video mastering consultation or approval rights, etc.);
- **Billing Blocks** – Final approved billing blocks for posters, video packaging, paid advertising, sales materials and trailers, and camera ready black and white stats of all logos required to be included in billing block
- **Cast Contact Details** – A list of contact details for the agents, mangaers and/or publicists of the main cast
- **Chain Of Title** – A summary page outlining all Chain of Title documents, in chronological order, as well as all documents evidencing proof of ownership and all documents evidencing proof of payment in connection with any transfer of rights
- **E & O Insurance**- A copy of the E&O certificate which meets the requirements listed on Exhibit "A" attached hereto and incorporated herein by this reference
- **Copyright Certificate** - Clearly legible photostatic copies of the U.S. copyright registration certificate(s) for both the screenplay and Picture. If the U.S. copyright registration certificate for the Picture is not yet available at the time of delivery, a copy of the Form PA and evidence of submission and payment of deposit fees shall suffice until such time as the conformed certificate becomes available; whereupon, a clearly legible photostatic copy shall be immediately provided.

- **Completion Guarantee**- copy of certificate
- **MPAA Certificate** - A clearly legible photostatic copy of the fully paid rating certificate issued for the Picture and, if available, for the trailer of the Picture by the Classification and Rating Administration of the Motion Picture Association of America, evidencing a rating of not more restrictive than "R."

PUBLICITY & MARKETING MATERIALS (PHYSICAL DELIVERY)

- **Photography**- Minimum of 75 colour high resolution digital images of cast, relevant groupings, production shots and individual shots of key cast, producer and director, all captioned and approved for use to be supplied on CD-Rom. Access to contact sheets and all negatives.
- **Press Kit** –The approved press kit, which shall include, without limitation, set of Production Notes, long and short synopsis, and biographies of key personnel to be provided on CD-Rom as a Microsoft Word document.
- **Key Art (layered)** - If available, original textless, layered full color key art used in the one-sheet poster, together with the correct advertising billing, title treatment and copylines for use in such one-sheets to be provided in (i) digital format and; (ii) a hard copy to verify accurate printing.
- **Electronic Press Kit (E.P.K.)** – If available, one (1) PAL and (1) NTSC of both a VHS and Digital Betacam of the EPK, "making of", clips, promos, trailer, b-roll, sound bites etc... *Preferably cleared for DVD use as well*
- **Advertising Materials** – If available, one (1) copy of all advertisements, paper accessories and other advertising materials, prepared by Producer or by any other party in connection with the Picture, including, but not limited to, samples of one-sheet posters and individual advertising art elements and transparencies necessary to make proofs thereof, VHS & Digital Betacam of any TV Spots, and DA-88 of any radio spots

In addition to the above materials, Licensor shall use all reasonable efforts promptly to deliver (or grant access) to Distributor, other materials reasonably requested by Distributor in relation to the Film or the trailer.

All materials hereunder shall be of first rate technical quality utilising up to date techniques and processes. Where materials contain information, such information shall be complete and accurate, and materials supplied as approved for use shall be fully cleared and available for Distributor's use.

EXHIBIT "A"
SEVEN ARTS FILMED ENTERTAINMENT LOUISIANA LLC -
E&O POLICY REQUIREMENTS

Use the following language to add our company as an additional insured:

"SEVEN ARTS FILMED ENTERTAINMENT LOUISIANA LLC, its subsidiaries and all associated, affiliated and related entities, its successors, licensees, subdistributors and assigns and the officers, directors, agents and employees of each of the foregoing."

Please include the following language:

1. Coverage is primary and not contributing to or in excess of any such insurance maintained by SEVEN ARTS FILMED ENTERTAINMENT LOUISIANA LLC,

2. Policy does not contain any non-standard endorsements, exclusions or restrictions in coverage. (We need this on the policy, and if it's not stated on the policy, then we require a copy of the entire policy.)

3. Policy shall not be cancelled without (30) days prior notice to SEVEN ARTS FILMED ENTERTAINMENT LOUISIANA LLC

The insurance policy must be in place for at least three (3) years from the first day of the license period, with limits of no less than US$1,000,000 per claim and US$3,000,000 in the aggregate with a deductible of no more than US$10,000

Policy must include coverage for the title (and any a.k.a. name, if applicable) and coverage for the music

EXHIBIT "3"
TO
INTERNATIONAL DISTRIBUTION AGREEMENT

ENTITLEMENTS SCHEDULE AND CERTAIN OTHER PROVISIONS

I. Net Receipts. Net Receipts means the amount of Gross Receipts at the close of any Period remaining, if any, after first deducting from Gross Receipts, on a continuing and cumulative basis, the aggregate of the following items in the order of priority set forth below:

A. any Distribution Fees and Expenses incurred by the Distributor in connection with the distribution, exhibition or exploitation of any of its Rights hereunder which have not previously been recouped by the Distributor; and

B. all third party participations payable in connection with the Picture.

II. Gross Receipts.

A. Gross Receipts means the aggregate of the following at the close of each Period (as defined in Paragraph V below):

1. Gross Film Rentals. All monies actually received and earned by the Distributor from licenses of the Rights to exhibit the Picture hereunder (including by means of television devices or networks and through all other non-theatrical methods of distribution) by means of any size or gauge of film or other material in any and all languages and versions. Outright Sales Receipts and receipts from the exploitation of Video Rights shall not be deemed Gross Film Rentals. Calculation of Gross Film Rentals shall be subject to the following:

a) No costs (however incurred, paid or allowed) shall be deducted in calculating Gross Receipts (including co-operative or theater advertising), and if deducted at the source, shall be added back to Gross Receipts for purposes hereof.

b) Amounts to be included as Gross Receipts shall be determined after all refunds, credits, discounts, allowances and adjustments for whatever reason granted. Until earned, forfeited or applied to the picture, neither advance payments nor security deposits shall be included in Gross Receipts. Without limiting the foregoing, non-returnable advances or guarantees shall not be included in Gross Receipts except to the extent recouped from actual revenues derived by the Distributor.

2. Outright Sale Receipts. All net monies actually received by the Distributor or its Affiliates from Outright Sales

3. Video Royalties. All earned net royalties received by the Distributor or its Affiliates (or credited against an advance or guarantee previously received) under the terms of licenses granting Video Rights to any Person.

4. Subsidies. All net monies received by the Distributor or its Affiliates as government subsidies solely with respect to the Picture (and without regard to future production activities), net of any income taxes imposed by the government granting the subsidy.

5. Miscellaneous Receipts. All monies received by the Distributor and its Affiliates solely with respect to any infringement of the copyright in the Picture after first deducting all direct costs and expenses incurred in connection therewith, including attorney's fees.

B. Intentionally Deleted

III. Distribution Fees. The Distributor shall be entitled to receive a distribution fee (the "Distribution Fee") equal to 15% of all Gross Receipts derived from the exhibition, exploitation and distribution of the Picture as calculated under the terms hereof.

IV. Distribution Expenses. All costs, expenses and charges paid or incurred by the Distributor (which for purposes of this Paragraph shall include sub-distributors and licensees of the Distributor) by reason of, in connection with, or allocable to the derivation of the Gross Receipts from all the Picture in all markets and media including, among other things, the following (but not to exceed $50,000 without approval of Owner):

A. Costs of Collection and Other Costs. The aggregate of the following:

1. Conversion Costs. All costs of conversion of monies, including cable expense and any discounts taken for the conversion thereof directly or indirectly into United States dollars and all costs of transmission of such monies to the United States.

2. Taxes. All taxes, imposts, duties, tariffs and governmental fees of any nature, however denominated or characterized, imposed by any taxing authority in any Territory, directly or indirectly, on any receipts (irrespective of character or origin) of the Picture or in connection with the Picture, prints, trailers and other material relating to the Picture, or the lease, license, distribution, exhibition or other disposition thereof, or the collection, conversion or remittance of monies, including personal property, turnover, sales, use, transaction, film hire, excise, stamp, added value, remittance, release, income and franchise taxes. Distributor shall advise Owner of all such taxes deducted from Gross Receipts and as between Owner and Distributor, Owner shall be entitled to claim any state of federal tax credits arising from payment of such taxes. Where local Law limits the Owner's right to receive any payment to an amount less than as provided herein, the Distributor shall be entitled to deduct, from the amount allowed to be paid to the Owner pursuant to such local Law, the total amount of all Taxes payable with respect to any monies which would otherwise have been payable to the Seller pursuant to this Exhibit, except for such limitation. Any amount withheld by reason of such limitation shall constituted Restricted Proceeds. All monies required to be paid on account of import fees, export fees, duties, imposts, customs and costs to acquire permits in connection with shipment, delivery, license, exhibition or other Use of the Picture and prints or any Materials, and all

payments and expenses with respect to contesting, compromising or settling (whether by litigation or otherwise) of any Taxes, together with any interest and penalties with respect thereto, shall be treated as Taxes. If any monies are required to be paid to a local institution, group, individual or fund, such payments shall be treated as Taxes. In no event shall the Owner be entitled to take any credits, deductions or other benefits with respect to any Taxes, nor shall the deductible amount of any Taxes (however determined) be decreased (nor Gross Receipts increased) because of the manner in which Taxes and tax credits are treated by the Distributor in filing its net income, corporate franchise, excess profits or other similar tax returns. The Owner shall not be required to pay or participate in the Distributor's own United States federal and state income taxes and franchise taxes (however denominated) based on the Distributor's actual net earnings or any income tax (however denominated) payable by the Distributor to any Territory, based on the actual net earnings of the Distributor in such Territory, it being agreed that any Taxes (however denominated) required to be withheld by any Territory in order to permit the remittance of monies from any such Territory shall not be deemed to be a tax based on the actual net earnings of the Distributor.

3. Checking Costs. All costs incurred to investigate unauthorized exhibition or distribution of the Picture and to determine full utilization of the Rights granted, whether such costs are direct expenses or an allocable portion of the aggregate general checking expenses incurred by the Distributor in connection with the exploitation of the Rights granted.

4. Collection Costs. All costs incurred in connection with the collection of monies includable within Gross Receipts, including reasonable fees of attorneys and auditors, and loss, damage or liability suffered or incurred by the Distributor in the collection of such monies, whether by litigation or otherwise.

5. [Intentionally Deleted]

6. Guild Payments. All costs incurred with respect to payments required, including employer fringe benefits and Taxes payable with respect thereto, under applicable collective bargaining agreements by reason of or as a condition to any exhibition of the Picture, or any part thereof, or any Use or reuse thereof for any purpose or in any media whatsoever. If the Owner or any Affiliate of the Owner is entitled, either directly or by way of participation in any fund, to any Guild Payments (the "Owner's Residuals"), to the extent permissible under applicable collective bargaining agreements, the amount of the Owner's Residuals shall not be a deductible Distribution Expense, but shall be treated as an advance against the sums due to the Owner; and conversely any sums due to the Owner paid to the Owner shall constitute an advance against the Owner's Residuals.

7. [Intentionally Deleted]

8. [Intentionally Deleted]

9. Sub-distributor Fees. Any and all fees payable to any sub-distributors or licensees of the Distributor, with respect to any receipts of such sub-distributors

or licensees which are included as Gross Film Rentals under paragraph 2(a) above.

B. **Print and Advertising Costs.** The aggregate of the following (but not to exceed $250,000 unless otherwise approved by both managing members of the Owner):

1. Advertising Costs. All costs incurred to advertise, publicize and promote the Picture in any way, including the following:

a) *Publications.* Costs of purchasing advertising space in newspapers, magazines, periodicals, trade papers and other printed publications, all charged at the standard prices or card rates in effect at the time any applicable cost is incurred, as maintained by the agencies or facilities generally used by the Distributor, regardless of how actually placed or the Cost thereof.

b) *Radio and Television.* Costs of purchasing advertising time on the radio and television, all charged at the standard prices or card rates in effect at the time any applicable cost is incurred, as maintained by the agencies or facilities generally used by the Distributor, regardless of how actually placed or the Cost thereof; costs of physical materials used in the production and broadcasting of commercials by radio and television; cost of preparation, production and shipping of commercials; costs of placement, integration and monitoring of commercials.

c) *Direct Mail.* Costs of preparing and mailing printed advertising and promotional materials, including an allocable share of the salaries and employee benefits of employees of the Distributor directly engaged in any of the foregoing.

d) *Display.* Costs of purchasing advertising space on billboards and other locations, all charged at the standard prices or card rates in effect at the time any applicable cost is incurred, as maintained by the agencies or facilities generally used by the Distributor, regardless of how actually placed or the Cost thereof; and of preparation, production and distribution of display materials.

e) *Promotional Activities.* Salaries, fees and living, travel and business expenses of publicists, press representatives and field and exploitation men, allocated on the basis of time spent on the Picture, whether paid to the Distributor's employees or other persons; salaries, fees and living, travel and business expenses relating to tours and personal appearances of personalities connected with the Picture, whether paid to the Distributor's employees or other persons; costs of previews, screenings and premiers; living, travel and business expenses (but not salaries) of the Distributor's advertising and publicity personnel when travel is directly attributable to or occasioned by the Picture.

f) *Entertainment.* Costs of entertaining press and personalities.

g) *Commercial Tie-Ins.* Costs of creation, procurement, preparation, placement and supervision of promotional tie-ins with commercial products, including the purchase of advertising space and time, all charged at the standard prices or card rates in effect at the time any applicable cost is incurred, as maintained by the agencies or facilities generally used by the Distributor, regardless of how actually placed or the Cost thereof.

h) *Research Surveys and Tests.* Costs of formulation, performance and evaluation of research, surveys, studies and tests of advertising concepts, advertising campaigns, media effectiveness, market demographics and the like on a qualitative and quantitative basis.

i) *Promotional Materials.* Costs of creation, preparation, production, fabrication and distribution of press books, press kits, screening invitations, tickets, programs, featurettes, teaser trailers, trailers, film clips, special photography, biographies, synopses, billing sheets, lobby displays, stills, publicity releases, posters, advertising accessories and sound records.

j) *Printing Materials.* Costs of creation, preparation, production and fabrication of art work, engravings, cuts, plates, color separations and mechanicals, including the physical materials required therefor.

k) *Convention Expenses.* Costs incurred at sales conventions or festivals, including travel, entertainment, lodgings, promotional activities and other matters as allocated to the Picture.

l) *Co-op Advertising.* Any of the foregoing items of expenses incurred to advertise, publicize and promote the Picture in any manner in connection with the Use of the Theatrical Rights, whether paid by the Distributor or charged to him as a credit against or a deduction from Gross Receipts in accountings rendered to the Distributor.

2. [Intentionally Deleted]

3. Costs of Prints and Other Materials. All costs, to the extent not included in Negative Costs, incurred to manufacture, prepare, duplicate or deliver positive prints of the Picture and any other negative or positive film in any gauge, video or electronic tape recording, cassette, disc or other physical material or substance of any kind produced by means of any photographic, electrical, electronic, mechanical or other process or device now known or hereafter devised, on or with respect to which the Picture or any part thereof is printed, imprinted, recorded, reproduced, duplicated or otherwise preserved (the "Materials"), charged at commercially reasonable costs (which are the Laboratories approved by the Distributor and the Owner hereunder) or any facility of similar quality mutually approved by the Distributor and the Owner to be utilized in connection with the Picture, including without limitation the following:

a) *Material Costs.* All costs of manufacture of positive prints or other Materials, including laboratory, labor, service, materials and facilities, and costs in connection therewith.

b) *Foreign Version Costs.* All costs incurred to make and deliver foreign language versions of the Picture, whether dubbed and/or sub-titled in one or more languages including transaction, narration, looping, re-titling, superimposing, re-cutting, spotting, re-recording, re-mixing, re-dubbing and re-editing of the Picture and trailers; and transportation, packing and handling of prints and parts thereof with respect to the preparation of foreign language versions of the Picture.

c) *Re-Editing Costs.* All costs incurred to re-cut, re-edit, rerecord, re-score, re-mix and re-dub the Picture, including changes, eliminations or additions with respect to the Picture for any use of the Picture; and conforming (voluntarily or involuntarily) the Picture to requirements of censorship, classification and rating by governmental or local organizations or other Persons, including exhibitors and religious and ethnic Group, and to national and/or political regulations of any Territory.

d) *Shipping/Delivery Costs.* All costs of inspection, repair and renovation of prints, reels and containers, and all costs of packing, storing, shipping and delivery thereof.

C. **Miscellaneous Costs.** All costs incurred by the Distributor in connection with the exploitation of the Rights, including, without limitation, the following:

1. Royalties. The costs of all licenses required to permit the exhibition, distribution or other Use of the Picture, trailers and prints thereof, including fees for use of any patented equipment or processes; synchronization, recording and performing royalties and fees with respect to performance of lyrics and music and literary material; any re-use fees and, costs advanced by the Distributor; any costs, not included in Negative Cost, incurred to acquire, use and publish any Music Rights advanced by the Distributor.

2. Insurance Costs. All costs for insurance coverage of any and all risks of loss with respect to the Picture and any components thereof, to the extent not included in Negative Cost, including errors and omissions insurance and loss or damage to prints and physical material insurance. The Distributor may elect to self-insure as to any items of risk and charge as an Insurance Cost an amount equal to the insurance premium the Distributor would otherwise have paid for such insurance. The Distributor shall, in its sole discretion, determine whether or not to obtain or maintain any insurance or to self-insure any items of risk.

3. Copyrighting Costs. All costs, not included in Negative Cost, to obtain copyright and the extension and renewal thereof, and other similar protections throughout the world, wherever and whenever incurred within the Distributor's sole discretion.

4. Copyright Infringement Costs. All costs incurred to protect the copyright Ownership in the Picture and to prevent any infringement of copyright or violation of rights in and to the Picture or any elements thereof (whether by litigation or

otherwise) and reasonable attorneys' fees of outside counsel in connection therewith.

5. Claims and Litigation Costs. All costs incurred by reason of claims asserted by third parties which arise out of the production, distribution, exhibition and/or exploitation of the Picture (including claims of infringement, unfair completion, violation of any right of privacy, defamation or breach of contract) including reasonable attorneys' fees of outside counsel, litigation expenses, investigation expenses and reasonable reserves established by the Distributor in its good faith business judgment as reasonably necessary to protect against the probability of ultimate expense, loss, damage or liability as to claims the Distributor determines in its sole business judgment to be of sufficient merit as to warrant such reserves. The Distributor shall have the right, in its sole discretion to settle and pay any such claim. After settlement or final judicial determination of any such claim, any reserve taken shall be adjusted to reflect the actual costs paid by the Distributor and the net balance after such adjustment, if any, shall be credited to Gross Receipts.

6. [Intentionally Deleted]

7. Other. Any other actual costs of any nature reasonably paid or incurred by the Distributor in connection with the derivation of revenues from all Picture in all markets and media.

V. Statements and Payments.

A. Delivery. The Distributor agrees to render to the Owner periodic statements ("Statements") showing in summary form the calculation of any sums due to the Owner under this agreement including, but not limited to, Gross Receipts, permitted fees and expenses hereunder. Each Statement shall be accompanied by payment of the amount (if any) shown to be due to the Owner by check drawn on any, of the Distributor's banks in United States dollars. Statements shall be rendered with respect to each of the following periods ("Periods"):

1. An initial period beginning on the date hereof and ending on December 31, 2015.

2. Four Periods of three (3) months each next succeeding the Period defined in Paragraph V(A) above for the three years succeeding initial theatrical release and for Periods of twelve (12) months thereafter.

B. Subsequent Periods. All Periods thereafter shall mean successive six month periods in which either at least $50 is due to the Owner (and for this purpose any amounts due under $50 shall not be forfeited but accumulated and carried to subsequent Periods until the total amounts due are equal to or greater than $50), or the Distributor receives a written request for a Statement from the Owner, prior to the end of the applicable Period. Except as otherwise specifically provided herein, all Periods shall end on the regular statement dates selected by the Distributor from time to time for reports hereunder and the length of any Period may be extended or shortened by up to 45 days to conform to these dates as they may change from time to time. Except as specifically provided herein,

all Statements and payments due with respect thereto shall be mailed to the Owner in accordance with Article 9 hereof within 60 days after the end of each Period. Any Statement may be changed from time to time to effectuate year end or other adjustments by the Distributor's accounting department or chartered accountants, to correct any errors or omissions or for similar purposes.

C. **Inspection of Accounts.** The Distributor agrees to keep written books of account in the Distributor's customary form relating to the calculation of the sums due to the Owner pursuant to this Agreement (the "Participation Account"). Subject to the limitations set forth below, the Owner shall have the right on the request of either of its managing members, at its sole expense, to inspect the Participation Account to verify the accuracy of any Statement which has not become incontestable under the terms hereof (an "Inspection"). No persons owned or controlled directly or indirectly by Peter Hoffman may prevent an inspection of accounts hereunder. The Owner agrees that any Inspection and their respective right to contest or object to any Statement or any payment made pursuant hereto will be subject to the following:

1. An Inspection shall be conducted only by a firm of certified accountants approved by the Distributor (whose approval shall not be unreasonably withheld) and which shall not then be engaged in an examination of the Distributor for any other person.

2. An Inspection (i) shall be conducted only once with respect to each Statement, only during normal business hours in such a manner as to not unreasonably interfere with the Distributor's normal business activities and only at such places as the Participation Accounts are kept, (ii) shall not continue for more than 30 consecutive days, and (iii) shall not be conducted more than once in any one year period.

3. Each Statement (and all items and information contained therein) shall be deemed correct and shall be conclusive and binding on the Owner and not subject to objection or contest for any reason, unless:

a) the Distributor shall receive from the Owner a notice of inspection, in writing, on or before the last day of the 36th full calendar month next succeeding the date the applicable Statement is mailed to or otherwise furnished to the Owner; and

b) if no written agreement resolving such objection is entered into, the Owner shall commence an action in arbitration based only on the claims made in the applicable written objection on or before the earlier of: (y) the last day of the 12th full calendar month next succeeding the date the applicable Statement is mailed to or otherwise furnished to the Owner as herein provided; or (z) the expiration of the applicable statute of limitations.

VI. General Provisions. The following shall be applicable to this Exhibit:

A. All financial matters relating to the calculation of the sums due to the Owner hereunder shall be determined and accounted for in all respects pursuant to the

Distributor's customary participation accounting practices. The Distributor shall be entitled to establish reasonable reserves for anticipated costs which may be deducted in determining the sums due to the Owner hereunder which in any event shall be liquidated within twelve (12) months of the date first reflected on a Statement. In no event shall any item be included or deducted or excluded more than once in the calculation of the sums due to the Group hereunder.

B. Wherever the Distributor (i) receives from any license either a flat sum or a percentage of the receipts, or both, for any rights to a group of motion pictures (including any of the Picture) which does not specify what portion of the payments apply to the respective motion pictures in the group (which shall not occur in any licenses entered into within three years after initial theatrical release of the Picture), or (ii) receives foreign currency under the next paragraph hereof relating to a group of motion pictures (including any of the Picture), then in any and all such situations the Distributor shall include in, or deduct from, the Gross Receipts, as the case may be, such sums, determined in good faith, as may be consistent with the Distributor's usual practice in such matters. All costs deducted in determining sums due to the Owner hereunder shall be apportioned to the Picture if incurred or expended on an industry basis, or in conjunction with other motion picture distributors, or with respect to the Picture and other motion pictures distributed by the Distributor as determined by the Distributor in good faith and as may be consistent with the Distributor's usual practice in such matters.

C. No sums received by the Distributor relating to the Picture shall be included in Gross Receipts unless and until such sums have been (i) received by the Distributor in United States dollars in the United States in freely available funds; or (ii) used by the Distributor for the production or acquisition of motion pictures which can be lawfully removed from the Territory involved, in which event they shall be included in Gross Receipts for the Period during which an amount (computed at the official or unofficial rate of exchange, as the Distributor may elect) equal to the amount expended for such production or acquisition, plus interest thereon as herein provided, has been recouped by the Distributor (in excess of normal distribution fees and Distribution Expenses) from distribution thereof outside the Territory involved; or (iii) used by the Distributor for the acquisition of tangible personal property which can be and is lawfully exported from the Territory involved, in which event the United States dollar equivalent of the currency utilized to acquire such property shall be included in Gross Receipts hereunder for the Period during which such property was so exported, such United States dollar equivalent to be computed at the official or unofficial rate of exchange, as the Distributor may elect, in effect on the date of export. Any sums not includable in Gross Receipts due to the foregoing are "Restricted Proceeds". The Distributor will, promptly after receipt of a written request from the Owner (but not more frequently than annually), advise the Owner in writing as to any revenues which are then Restricted Proceeds, and the Distributor shall, at the written request and expense of the Owner (subject to any and all limitations, restrictions, laws, rules and regulations affecting such transactions), deposit into a bank designated by the Owner in the Territory involved, or pay to any other Person designated by the Owner in such Territory, such part thereof as would have been payable to the Owner hereunder. Such deposits or payments to or for the Owner shall constitute due remittance to the Owner, and the Distributor shall have no further interest therein or responsibility therefor. The Distributor makes no warranties or representations that any part of any such foreign currencies may be converted into United States dollars or transferred to the account of the Owner in any foreign Territory. In no event shall the

Distributor be obligated to apply Gross Receipts of any Territory not actually received by the Distributor in United States dollars in the United States to the recoupment of any costs or expenses incurred with respect to the Picture in any other Territory. Should Distributor obtain a loan or other financing against such Restricted Proceeds, it shall pay Owner its share thereof as if the applicable gross receipts had been received by Distributor.

D. The relationship between the Owner and the Distributor is solely that of debtor and creditor with respect to sums due pursuant to this Agreement. The Owner expressly acknowledges that the Owner has and will have no right, title or interest of any kind or character whatsoever in or to the proceeds of the Picture (other than as specified herein) throughout the Territory and during the Term of this Agreement, and no lien thereon or other rights in or to any receipts of the Picture; and that the same shall be and remain the Distributor's sole and exclusive property, and the Distributor shall not be deemed a trustee, pledgeholder or fiduciary. The Distributor may commingle any Gross Receipts with other monies as it shall determine, and the Distributor shall, as between it and the Owner, have the right to make any use of these monies (whether or not Gross Receipts hereunder) as it shall determine in its sole discretion and to retain for its account all interest and earnings thereof. The Owner shall have no right to receive any interest on any sums earned by the Distributor prior to payment hereunder. The Distributor shall have the right to mortgage, pledge, assign for security purposes or grant a security interest in any Gross Receipts as it shall determine in its sole discretion. As between the Owner and the Distributor, the Distributor shall have complete authority to distribute the Picture and to license the exhibition thereof throughout the Territory for the Term of this Agreement, all as set forth in the Agreement.

E. The Distributor may deduct from any payments to or for the account of the Owner hereunder the amount of any Taxes or other withholding which, pursuant to applicable Laws, is required to be made by the Distributor, based upon, measured by or resulting from payments to or for the account of the Owner. Such deduction shall be in accordance with the good faith interpretation by independent legal counsel of the Distributor of any Laws. The Distributor shall not be liable to the Owner for the amount of such deductions because of the payment of said amount to the Person involved. The Owner shall make and prosecute any and all claims which it may have as to such tax deductions and/or withholdings directly with the Person involved.

F. If the Distributor or any of its Affiliates makes any overpayment to the Owner or any of its Affiliates hereunder or if the Owner or any of its Affiliates is indebted to the Distributor or any of its Affiliates for any reason, the Owner shall pay the Distributor such overpayment or indebtedness on demand or at the election of the Distributor, the Distributor may deduct and retain for its own account an amount equal to any such overpayment or indebtedness from any sums that may become due or payable by the Distributor to the Owner or for the account of the Owner.

G. The Group waives any right which the Owner may have at law or equity to revoke, terminate, diminish or enjoin any rights granted or acquired by the Distributor under the Agreement by reason of any claim which the Owner may assert for non-payment of any monies claimed due and payable hereunder, it being agreed that the Owner shall be limited to an action at law for recovery of any such monies claimed.

EXHIBIT "4"
TO
INTERNATIONAL DISTRIBUTION AGREEMENT

DEFINITIONS

Unless otherwise defined, the following terms, when used in the Distribution Agreement or in the Exhibits thereto, shall have the following meanings:

1. **"Advertising Materials"** shall mean any signature, name and likeness or biographical material and any materials available to be used by the Distributor, in the exercise of any Rights hereunder, including, without limitation, any trailers, teasers, key artwork, advertising accessories and lithographs, whether prepared by or under the authority of or otherwise delivered to the Distributor.

2. **"Affiliate"** means any Person owned or controlled by, controlling or under common control with the Distributor or the Owner, as the case may be. For purposes of this Agreement, Ownership directly or indirectly of more than 50% of 100% of the voting stock and/or other voting equity security of a Person shall be deemed "control".

3. **"Agreement"** means this international distribution agreement including any and all schedules or exhibits hereto, and all amendments made by written agreement among the partners hereto.

4. Intentionally Deleted.

5. **"Consent"** of either party shall mean an approval of a particular matter clearly set forth in writing and given prior to the matter for which Consent is required. A Consent may be withheld for any reason deemed sufficient by the party entitled to Consent.

6. Intentionally deleted.

7. **"Delivery"** shall mean Delivery of the Picture to the Distributor in accordance with the provisions of this Agreement. Deliver when used as a noun or verb shall mean Delivery in accordance with Exhibit "2".

8. **"Derivative Rights"** shall mean all Remake and Sequel Rights and all Television Series and Television Special Rights.

9. **"Derivative Works"** shall mean all motion pictures (including remakes, sequels, and prequels) and television spin-offs, series and specials produced relating to the Picture.

10. "Distribution Fee" has the meaning ascribed thereto in Paragraph 4 of Exhibit "3" to this Agreement.

11. **"Exhibits"** shall mean the Schedules and/or Exhibits attached to this Agreement by reference as if set forth in full.

12. **"Event of Default"** shall have the meaning ascribed hereto in Section 7.3 hereof.

13. **"Force Majeure"** shall have the meaning ascribed to it in Section 7.6 hereof.

14. **"Foreign Versions"** means the right in the Distributor's sole discretion to make foreign and other language versions of the Picture including, but not limited to, cut-in, superimposed, dubbed and synchronized versions, and exhibition prints thereof, for use in such countries in the Territory as the Distributor deems advisable and in the Distributor's sole discretion, and the right to grant to its licensees or sub-distributors in the Territory the right to make such versions.

15. **"Free Television Rights"** means all rights to exhibit the Picture by means of television transmission which is available for reception by the general public in private homes or offices without a separate consideration for viewing the applicable Picture and which is transmitted to television receivers at least in part by over-the-air broadcast signals originating within the Territory.

16. **"Home-Video Rights"** means all rights to manufacture, distribute, rent and sell videocassettes, videodiscs, videograms and other devices embodying the Picture in any format, whether now known or hereafter invented or discovered, which enables a motion picture to be perceived visually when displayed through or as part of any electronic, mechanical or other apparatus (such as a television-type playback system) and primarily intended for private non-commercial use. Home-Video Rights do not include Theatrical, Non-Theatrical or Television Rights.

17. **"Incidental Rights"** means:

(a) The right to perform by Use of the Picture and Advertising Materials any and all music, lyrics, scores and musical works embodied in or synchronized with the Picture and/or with the soundtrack thereof ("Music") only as synchronized with and embodied in the Picture or Advertising Material as Delivered.

(b) The right to Use the title or titles of the Picture and to change the title of the Picture from time to time (including translation into languages other than English).

(c) The right to exercise or authorize others to exercise the Rights and all Incidental Rights under any Terms and in any such manner as the Distributor may deem appropriate in its sole discretion.

(d) The right to make and use dubbed and sub-titled versions of the Picture and the trailers thereof, including, but not limited to, cut-in, synchronized and superimposed versions thereof.

(e) The right to permit commercial messages to be broadcast or telecast before, during and after the Use of the Picture.

(f) The right to publicize and advertise the Picture and to cause or permit others to do so by Use of Advertising Materials and otherwise and, without limiting the generality of the foregoing, the Incidental Rights shall include for purposes of publicity and advertising the Picture.

(i) The right to publish or cause or permit to be published, and in such form as the Distributor may deem advisable, synopses, summaries, resumes or abridgments of the Picture or screenplays and properties upon which the Picture are based in newspapers, heralds, magazines, trade periodicals, comic books, programs, booklets, posters, lobby displays, press book and other publications and in all other media of advertising and publicity, none of which shall include more than 10,000 words taken from the Picture or screenplays and properties upon which the Picture are based.

(ii) The right to broadcast or license or authorize others to broadcast by radio or television adaptions, versions or sketches of the Picture or any parts or portions thereof, from sound records, with living persons or otherwise, none of which shall include material from the Picture with a regular running time of more than fifteen 0 5) minutes.

(iii) The right to use the Advertising Materials in connection with any Person as to whom the Owner has obtained such rights in connection with the Picture.

(iv) The sole right (but not the obligation) at such times and places in the Territory and for purposes as it may desire, to preview and otherwise exhibit each Picture prior to its release to the general public.

(v) The right to advertise and publicize the production or Delivery of each Picture and all elements thereof in the Territory.

(g) The right to assert and prosecute all claims, demands or causes of actions against any and all Persons for the unauthorized or illegal Use in the Territory of any Rights or any materials upon which the Picture are based and to otherwise enforce, protect and defend all or any Rights.

(h) The right to make such additions, alterations, cuts, interpolations, eliminations or other changes in the pictures, Advertising Materials, Prints or other material solely:

(i) to comply with all requirements imposed by any Person as a condition to the Use of any Rights and to comply with any Law in any area of the Territory (such as censorship or restrictive ratings);

(ii) to permit the Distributor to exercise its other Incideotal Rights;

(iii) to add to the front or rear of the Picture (either before or after the completed Picture are Delivered) a credit to the Distributor indicating that the Distributor is the distributor of the Picture in the Territory and to grant a similar right to other distributors or exhibitors in the Territory, all of which may embody logos and artwork as customary for such credit;

(iv) for Use of Television Rights;

(v) to enable the Picture to comply with the Terms hereof (such as limits on lengths and requirements and MPAA rating); and

(vi) in order to conform to the peculiar national and political prejudices in any nature in the Territory.

(i) The right to make Foreign Versions of the Picture.

18. **"Indemnification Provisions"** means the provisions of Paragraph 6.3 of this Agreement and any "Loss" as to any **"Indemnities"** or any **"Claim"** shall be as therein defined.

19. **"Initial Release Date"** means the date on which the first Use of Theatrical Rights in the Picture commences in more than one major metropolitan area in the Territory and other than previews, whether or not paid, and other promotional screenings.

20. **"Initial Term"** shall have the meaning ascribed thereto in Section 3.1 hereof.

21. **"Law"** means any present or future statute or ordinance, whether municipal, state, national or territorial, any executive, administrative or judicial regulation, order, judgment or decree, any treaty or international convention, any rule or principle of common law or equity or any requirement, custom or practice with equivalent force of law.

22. **"Merchandising Rights"** means the right to sell, lease, license, distribute, exploit, sub-license and otherwise deal in and turn to account, and to authorize others so to do, the right to arrange for commercial tie-ups with and endorsements, distribution and use of any article, product or service (including, without limitation, souvenir programs, picture or comic books, electronic games, toys, clothing, school supplies and the like) based upon or developed or created from any part or all of the Picture or the screenplay thereof, or the plot, characters, incidents, objects, logos, artwork, Advertising Materials or elements contained in said screenplay or the Picture all of which are hereinafter collectively called "Merchandising Rights", subject to any applicable union, guild or collective bargaining agreement, or any third party contractual restrictions which have been approved in writing by the Distributor. The Owner hereby assigns, to the Distributor for the Distributor's use throughout the Territory, the right to utilize the Advertising Rights (including, without limitation, the name and/or likeness of actors or other Persons rendering services in connection with the Picture), in connection with any Merchandising Rights set forth above, to the extent the Owner has secured or shall secure such Rights in the Owner's or its predecessors in interest's agreements with such actors or other persons. The Owner hereby agrees to use its best efforts to obtain such Rights from such predecessors in interest, or from such actors or other persons rendering services in connection with the Picture. The Distributor shall have complete discretion to utilize the Merchandising Rights and to determine in its discretion and on what terms such Rights shall be supplied to the Owner or sponsors of commercial products or whether any consideration so paid shall be payable in whole or in part to the Persons whose names are utilized in that connection.

23. **"Music Rights"** means all rights under copyright and otherwise, throughout the Territory in and to the soundtrack and all original musical compositions and sound recordings contained upon the soundtrack of the Picture (collectively the "Music") (it being agreed that the copyright shall be held by the Group), for the Term hereof, and all other rights with respect to the Music granted by third parties to the Owner or its predecessor in interest, including, without limitation, writers, performers and producers. The Music Rights specifically include, but are not

limited to the sole and exclusive synchronization and public performance rights (whether or not for profit and whether or not in conjunction with the exhibition of the Picture) of and to any and all of the Music recorded or contained upon the soundtrack of the Picture. The Music Rights also include all music publishing rights in original music compositions, including, without limitation, the sole and exclusive right to collect and receive any and all royalties, fees and all other forms of remuneration for or in connection with such rights or the license or exercise thereof. Except for nonexclusive synchronization and performance licenses, the Music Rights shall include the sole right to grant licenses and to authorize others to grant licenses with respect to all rights under copyright in the Music. For the purposes of exploiting such Rights and collecting the fees, royalties and other remuneration which may be derived therefrom, the Distributor shall be entitled in its discretion to employ the services of, or assign said rights (in whole or in part) to, one or more publishers, including the Distributor's own subsidiaries and Affiliates, to charge and deduct therefrom their commissions, fees, expenses and other charges, and to charge and deduct for transmission to the writers of the musical compositions the royalties and other payments due to such writers. Agreements with such publishers shall, if reasonably possible, provide for the semi-annual payment of royalties. The Distributor shall be authorized to grant to such publishers, including the Distributor's own subsidiaries and Affiliates, the benefit of any warranties, representations and indemnities made by the Owner hereunder. At the Distributor's request, the Owner agrees to enter into agreements with such publishers, including the Distributor's own subsidiaries and Affiliates, with respect to the Rights granted to the Distributor hereunder. The Owner hereby irrevocably appoints the Distributor, or its nominee, the Owner's attorney-in-fact (the Owner hereby acknowledges that such appointment is coupled with an interest) during the term of the grant of rights hereunder, in the name of the Distributor or its nominee, or in the name of the Owner, to enter into such agreements in the event of the Owner's failure to do so. The Owner agrees that the Distributor or its nominees or assignees shall be entitled to enter into direct agreements with the writers of the music regarding the rights transferred hereunder, and regarding the payment of royalties to such writers. Wherever practicable the agreements between the Owner (or its predecessor in interest) and the writers shall provide that the writers will enter into such direct agreements at the request of the Distributor or its nominees or assignees.

24. "**Non-Theatrical Rights**" means all Rights to exhibit the Picture directly to paying audiences including for educational, industrial, commercial and trade purposes. Non-Theatrical Rights shall not include any Theatrical Rights, Television Rights or Home-Video Rights.

25. "**Notice**" means a written notice served on a party hereto in accordance with Section 9.10 of the Agreement.

26. "**Notice Date**" means the date of either Party's receipt of a Notice as set forth in the Agreement.

27. "**Other Agreements**" shall have the meaning ascribed thereto in Section 9.5 hereof.

28. "**Outright Sale**" means any exclusive lease of Theatrical Rights to any Person for a term more than one (1) year in consideration of a fixed sum with no obligation to account to the Distributor or its Affiliates.

29. **"Participation Account"** shall have the meaning ascribed thereto in Paragraph 6 of Exhibit "3" to this Agreement.

30. **"Pay Television Rights"** means all Television Rights which are not Free Television Rights.

31. **"Person"** means any natural person or any firm, corporation, association, organization or other enterprise organized or operating under the Laws of any jurisdiction.

32. **"Phonorecord Rights"** means the right, privilege and authority to use and reproduce, to grant licenses to use and to reproduce, and to authorize others to grant licenses to use and to reproduce, the soundtrack of the Picture (except for musical compositions for which there is only a non-exclusive synchronization and performance license) or any part thereof in the manufacture of and for the purpose of manufacturing, selling or otherwise distributing and exploiting said soundtrack in the form of phonograph records, tapes, transcriptions, or any other form of medium of any nature (collectively the "Phonorecords") whatsoever throughout the Territory. The Phonorecord Rights shall also include any and all rights throughout the Territory under copyright and otherwise, and the right to secure copyright throughout the Territory in and to the Phonorecords, for the full period of copyright and any renewals and extensions thereof. The Owner agrees that in the advertising, publicity and exploitation of the Music and Phonorecord Rights set forth herein above, the Distributor and its representatives, successors, assigns and agents, including any Subsidiaries and Affiliates of the Distributor, shall be entitled to use the title of and scenes from the Picture, artwork and design used in and in connection with the Picture, and the name, photographs, physical likenesses, biographical data, signatures and reproductions of the voice of any persons rendering services in connection with the Picture, including, but not limited to, the cast, composer and the conductor.

33. **"Picture** means a feature length motion picture being produced by, or on behalf of, the Owner for distribution throughout the world presently entitled "Night of the Demons."

34. **"Publishing Rights"** means all Rights, to the extent held by the Owner, to publish, distribute and sell hard cover or soft cover printed publications of all or any part of the literary materials on which the Picture is based or artwork, logos or photographic stills created for use in the Picture which may be included in any novelization of this literary material, for sale to the public. The Publishing Right shall include so-called "Novelization Rights", which include the right, to the extent held by the Owner, to publish or cause to be published the screenplays of the Picture and/or novelizations and/or other adaptions thereof including any translations thereof, into any language, throughout the Territory, if the screenplays are not based on any previously published literary property or previously produced stage play; or if the screenplays of the Picture are based on previously published literary property(s) or previously produced stage play(s) and if the Owner (or its predecessor in interest) has obtained such rights from the author(s) or publishers of such previously published literary property(s) or previously produced stage play(s) (the Owner hereby agreeing to use its best efforts to obtain such rights from said predecessor in interest or said author or authors), the right to publish or cause to be published the screenplays of the Picture and/or novelizations and/or other adaptions of the screenplays of the Picture, including any translations thereof into any language, throughout the Territory.

35. **"Prequel, Remake and Sequel Rights"** means all prequel, remake and sequel rights in and to the Picture and the underlying property (including, without limitation, all rights to make, create, and/or produce any additional motion pictures based on the Picture or the

underlying literary material on which the Picture is based, or incorporating, derived from, or using any story elements and/or characters and/or situations contained in the Picture or the applicable underlying literary materials, and to exploit any such additional motion picture in all media in perpetuity throughout the universe).

36. **"Rights"** means all or any particular rights, licenses or privileges, under copyright or otherwise, granted to the Distributor by the Owner under this Agreement to make Use of the Picture, as more particularly set out in Section 1.1 hereof.

37. **"Second Term"** shall have the meaning ascribed thereto in Section 3.2 hereof.

38. **"Statements"** shall have the meaning ascribed thereto in Paragraph 6 of Exhibit "3" to this agreement.

39. **"Sub-Distribution Agreements"** shall mean those distribution, license or sales agency agreements entered into by the Distributor in respect of the Rights in the Territory.

40. **"Television Rights"** means all forms of television rights, including "free television" and "pay television" rights in the Picture, the right to use film, tape, wire, discs and/or any other means, methods, modes or devices, whether now known or hereafter conceived or created, of any and all gauges; and the right to project, exhibit, reproduce, broadcast, transmit and perform the Picture by means of television transmission. With respect to the Television Rights granted hereunder, for purposes of accounting hereunder, "free television" shall be deemed to include basic cable television. As used herein, "basic cable television" shall mean telecasting by means of cable delivery system but shall not include "pay cable televisioo" where the subscriber to a basic cable services pays a per program or per channel charge in addition to the charge paid for the regular cable service or an over-the-air service where the subscriber pays a separate charge for the receipt of such service.

41. **"Television Series" and "Television Special Rights"** means all television series and so-called "television special" rights, and any other allied rights (including, without limitation, theatrical stage rights) in aod to the Picture and the property upon which it is based (including, without limitation, all rights to make, create, and/or produce any additional motion pictures based on the Picture or the underlying literary material on which the Picture is based, or incorporating, derived from, or using any story elements and/or characters and/or situations contained in the Picture or the applicable underlying literary materials, and to exploit any such additional motion picture in all media in perpetuity throughout the universe).

42. "Term" means collectively, the Initial Term, the Second Term and the Third Term, if applicable.

43. **"Territory"** means every country, state, republic, principality, federation or other association of any kind existing now or in the future in the universe.

44. **"Theatrical Rights"** means all rights to exhibit the Picture in theatres open to the general public where a fee is charged for admission to view the Picture.

45. "Third Term" shall have the meaning ascribed thereto in Section 3.2 hereof.

46. "Use" when used as a noun, means any exhibition, broadcast, transmission, publication or other exercise which may be made of any particular Rights, materials or property, tangible or intangible, as the context may require.

ASSIGNMENT AGREEMENT

THIS AGREEMENT ("Assignment"), dated as of October 15, 2014 ("Effective Date"), is entered into by and between Seven Arts Filmed Entertainment Louisiana LLC, a Louisiana limited liability company whose office is at 8721 Sunset Blvd., Suite 209, Los Angeles, California ("Assignor"), on the one hand, and Deniko LLC, a Louisiana limited liability company whose office is at 807 Esplanade Ave., New Orleans, LA 70116 ("Assignee"), on the other hand, in connection with the Property (as hereafter defined). The terms of this Assignment Agreement are as follows.

1. THE DEFINITIONS.

a. Documents: The term "Documents" refers to all of the agreements and documents described on Exhibit "A" attached hereto and incorporated herein by this reference.

b. Property: The term "Property" refers to all of Assignor's (including its owners, employees, officers, directors, contractors and affiliates') rights, titles and interests in and to the motion picture screenplay tentatively entitled "Thomasina", including, without limitation, all writings, treatments, research, documents and ideas in writing acquired, owned, written and/or commissioned by Assignor and all prior drafts, which are required to give effect to the Assignment (as hereinafter defined).

c. Productions: The term "Productions" means one or more live-action and/or animated audio-visual productions of every kind and nature, in any and all languages, in color and/or black and white (or any combination thereof), on film, tape, magnetic or digital storage devices, or on any other gauge, with or without sound recorded in synchronism therewith, including without limitation television and theatrical feature length movies, mini-series, serials, television series, and derivative productions including without limitation unlimited sequels, prequels, remakes and spinoffs.

d. Assignment: The term "Assignment" refers to the exclusive right to develop, produce and exploit the Productions based on the Property and to market, promote, advertise and exploit the Productions throughout the universe in perpetuity and for all media whether now known or hereafter devised, free and clear of any and all claims, liens and encumbrances.

2. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR

Assignor covenants, represents and warrants to and agrees with Assignee as follows:

a. Nothing contained in the Property and/or the Documents infringes the copyright, moral right, right of privacy, right of publicity or any other right of any person.

b. Neither the Property nor the Documents, or any portions thereof, are in the public domain and copyright protection in the Property and the Documents has been, or may be validly acquired, registered and renewed in all countries whose laws provide for copyright protection.

c. The Property is not defamatory or obscene.

d. Assignor is the sole and exclusive copyright proprietor of the Property and/or the Documents and has not sold, transferred, assigned or otherwise disposed of any of the Assignor's rights, title or interest in and to the Property and/or the Documents, and Assignor has the right to enter into this Assignment Agreement and to grant the Assignment;

e. To the best of Assignor's knowledge there are no liens or encumbrances against the Property, and no claims have been made or litigations instituted or threatened with respect thereto;

f. Assignor has timely paid all sums which accrued and were payable by it pursuant to the provisions set forth in the Documents through to the last day prior to the start of pre-production and there are no other amounts that have accrued or become payable since the start of pre-production;

g. Assignor is not aware of any continuing breaches under any of the Documents;

h. Assignor is the sole legal and beneficial owner of the Property, and is the sole party that has the authority to grant the Assignment to Assignee; and

i. The undersigned have all of the required corporate and legal authority to execute and deliver this Assignment Agreement and to be bound by the terms contained herein, and to the extent additional acts or actions are required, the undersigned have taken all such actions so that this Assignment Agreement is fully enforceable and legally binding in accordance with its terms.

3. ASSIGNMENT OF RIGHTS

a. Assignor hereby grants exclusively, unconditionally and irrevocably to Assignee the Assignment, which shall include the assignment of all copyrights in and relating to the Documents by Assignor to Assignee in the form of Assignment of Copyright for recordation at the U.S. Copyright Office attached hereto as Exhibit "B" and incorporated herein by this reference, including, without limitation, all of Assignor's right, title and interest now or in the future existing at law or in equity or by contract in and to the Property and Documents.

b. As full and final consideration for the grant of the exclusive Assignment by Assignor in favor of Assignee, Assignee shall make and/or cause to be made any and all payments required by the Co-Production Agreement by and between Assignor and Dennis Kogod dated as of October 15, 2014 ("Co-Production Agreement") attached hereto as Exhibit "C" and incorporated herein by this reference.

c. Assignee or it assignees shall exclusively own all rights, titles and interests in and to the Productions produced pursuant to this Assignment Agreement, and Assignor will not have any right to terminate or otherwise rescind this Assignment Agreement and/or to enjoin or restrain the use or the development, advertising, promoting, marketing, production, exhibition, distribution and/or other exploitation of the Productions or rights granted in favor of Assignee hereunder. Assignor's exclusive remedy in the event of default hereunder is an action for damages against the Assignee, except that Assignor may terminate this Assignment Agreement in the event Assignee fails to make and/or cause to be made any and all payments required pursuant to Paragraph 3.b. above.

4. INDEMNITY

Assignor shall indemnify and otherwise hold Assignee and its parents, subsidiaries, affiliates and each of their respective shareholders, officers, directors, employees, contractors, agents and assigns harmless from and against any and all claims, demands, liabilities and expenses (including reasonable outside attorneys' fees) arising out of or in connection with any claim resulting from any breaches of any of Assignor's representations, warranties, covenants, obligations, promises and statements contained in this Assignment Agreement.

5. FURTHER ASSURANCE

Assignor hereby covenants with the Assignee that it will at the request and at the cost of the Assignee, do all such further acts, deeds and things and execute all such further charges, subordinations, deeds, documents and instruments from time-to-time necessary to effectuate the intent of and/or to vest the Assignments in the Assignee and for the protection and enforcement of the same; and the Assignor grants to the Assignee an irrevocable power of attorney, coupled with an interest, with the unconditional and irrevocable right, but not the obligation, to do any and all acts and things and to execute, deliver, and/or record all such further deeds, documents and instruments in the name of and on behalf of the Assignor, as may be necessary to achieve the same.

6. NO PARTNERSHIP OR EMPLOYMENT

Nothing in this Assignment Agreement is intended to nor will create any partnership or joint venture between the parties. Neither is this Assignment Agreement intended nor shall it render the Assignor an employee, agent or partner of the Assignor.

7. ASSIGNABILITY

In accordance with the terms of the Co-Production Agreement, the Assignee shall be entitled to assign any of its rights under this Assignment Agreement and in such event all of the representations, warranties and covenants on the part of the Assignor shall remain binding on it and shall ensure for the benefit of any assignee or sub-assignee of the Assignee, and if such assignee or sub-assignee undertakes directly with the Assignor to comply with the Assignee's obligations under this Assignment Agreement, the Assignee shall not have any further liability to the Assignor in respect of this Assignment Agreement.

8. GOVERNING LAW

This Assignment Agreement shall be construed in accordance with and governed by the laws of the State of California, and the parties hereto agree to submit to the exclusive jurisdiction of the courts of Los Angeles County, California.

9. THIRD PARTIES

The parties do not intend to confer any benefit on a third party and do not intend that any third party

should have any right to enforce this Assignment Agreement.

16. EXECUTION AND COUNTERPARTS

This Assignment Agreement may be executed in one or more parts by the parties on separate counterpart or facsimile pages each of which when so executed by any party shall be an original but all executed and facsimile copies shall together when delivered constitute but one agreement. This Assignment Agreement shall not be completed, delivered or dated until each party has received counterpart or facsimile copies validly executed by all other parties. Notwithstanding the foregoing, once fully-executed this Assignment Agreement shall be binding upon the parties retroactive to the Effective Date.

IN WITNESS whereof the parties hereto have executed this Assignment Agreement on the date specified above.

Executed and delivered as a deed for and on behalf of:

SEVEN ARTS FILMED ENTERTAINMENT LOUISIANA LLC

By: _____
Peter Hoffman
Manager

Executed and delivered as a deed for and on behalf of

DENKA LLC

By: _____
Dennis Kogod
Member

EXHIBIT "A"

CHAIN OF TITLE DOCUMENTATION

1. Termination Agreement re: motion picture (new media) rights dated January 1, 1995, between Walt Disney Pictures and Paul Gallico (Virginia Gallico), Mathemata Anstalt.

2. Production Services Agreement dated July 5, 2012, between Peter McAlevey and Seven Arts Entertainment Inc.

3. Option Agreement dated August 13, 2012, between Mathemata Anstalt, Valdovea Anstalt (Ensemble Entertainment) for THOMASINA novel by Paul Gallico ("Writer"), and Seven Arts Entertainment Inc.

4. Option Agreement dated August 28, 2012, between Thunderbird Pictures Inc. ("Producer") and Julie Selbo ("Writer").

5. Writer Agreement, Certificate of Authorship dated September 14, 2012, between Hart Properties f/s/o Jim Hart, Jar Entertainment f/s/o Amanda Welles, and Seven Arts Pictures Inc. ("Company").

6. Director Agreement dated September 30, 2012, between Peter Hewitt ("Artist") and Seven Arts Entertainment Inc ("Producer").

7. Co-Production Agreement dated October 24, 2012, between Enriching Pictures Inc. and Seven Arts Filmed Entertainment Louisiana LLC.

8. Production Services Agreement, dated February 1, 2013, between Marcie Gold and George S. Taweel f/s/o George Taweel ("Artist") and Seven Arts Filmed Entertainment Louisiana LLC.

9. Writer Agreement dated February 22, 2013, between Moon Water Productions Inc. f/s/o Martha Williamson ("Writer") and Seven Arts Pictures Inc ("Producer").

10. Extended Option Period Exercised in letter dated November 12, 2013 between Mathemata Anstalt, Valdovea Anstalt (Davis Wright Tremaine LLP) for THOMASINA novel by Paul Gallico ("Writer"), and Seven Arts Entertainment Inc.

EXHIBIT "B"

SHORT FORM ASSIGNMENT OF COPYRIGHT

"Tiamasina"

Seven Arts Filmed Entertainment Louisiana LLC ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, transfers, sets over and assigns to Demko I LLC ("Assignee") and its successors and assigns the exclusive Assignment to develop, produce and exploit the Productions in connection with the Property, all as more particularly set forth in that Assignment Agreement ("Assignment Agreement") dated as of October 15, 2014 entered into by and between Assignor and Assignee.

As used herein, the following terms shall have the following meanings:

a. Documents: The term "Documents" refers to all of the agreements and documents described on Exhibit "A" to the Assignment Agreement.

b. Property: The term "Property" refers to all of Assignor's (including its owners, employees, officers, directors, connections, and affiliates) rights, titles and interests in and to the motion picture screenplay tentatively entitled, "Tiamasina", including, without limitation, all writings, creations, research, documents and ideas in writing acquired, owned, written and/or commissioned by Assignor and all prior drafts, which are required to give effect to the Assignment (as hereafter defined).

c. Productions: The term "Productions" means one or more live-action and/or animated audio-visual productions of every kind and nature, in any and all languages, in color and/or black and white (or any combination thereof), on film, tape, magnetic or digital storage device, or on any other gauge, with or without sound recorded in synchronism therewith, including without limitation television and theatrical feature length movies, mini-series, serials, television series, and derivative productions including without limitation unlimited sequels, prequels, remakes and spinoffs.

d. Assignment: The term "Assignment" refers to the exclusive right to develop, produce and exploit the Productions based on the Property and to market, promote, advertise and exploit the Productions throughout the universe in perpetuity and for all media whether now known or hereafter devised, free and clear of any and all claims, liens and encumbrances.

SEVEN ARTS FILMED ENTERTAINMENT LOUISIANA LLC

By: _____ Date: _____

Peter Hoffman
Manager

UNITED STATES OF AMERICA

State of Louisiana

Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

DENIKA LLC

Domiciled at NEW ORLEANS, LOUISIANA,

Was filed and recorded in this Office on October 15, 2014,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

October 15, 2014

Secretary of State

WEB 41667773K

STATE OF LOUISIANA · UNION · JUSTICE · CONFIDENCE · SECRETARY OF STATE

Certificate ID: 10536635#YNJ62

To validate this certificate, visit the following web site, go to Commercial Division, Certificate Validation, then follow the instructions displayed.
www.sos.louisiana.gov

OLK002939

Exhibit 4G.045

Tom Schedler
SECRETARY OF STATE

10/15/2014

State of Louisiana
Secretary of State

COMMERCIAL DIVISION
225.925.4704

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

DENIKA LLC

It has been a pleasure to approve and place on file your articles of organization. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

Online filing options are available if changes are necessary to your registration or you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

The Commercial Division
WEB

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State

COMMERCIAL DIVISION
225.925.4704

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

October 15, 2014

The attached document of DENIKA LLC was received and filed on October 15, 2014.

WEB 41667773K

STATE OF LOUISIANA
ARTICLES OF ORGANIZATION
(R.S. 12:1301)

1. The name of this limited liability company is: DENIKA LLC

2. This company is formed for the purpose of: engaging in any lawful activity for which limited liability companies may be formed

3. The duration of this limited liability company is (may be perpetual): PERPETUAL

4. Other Provisions:

By typing my name below, I hereby certify that I am the organizer. The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

Electronic Signature: YOOCHUL CHONG (10/14/2014)

Title: ORGANIZER

LIMITED LIABILITY COMPANY INITIAL REPORT
(R.S. 12:1305 (E))

1. The name of this limited liability company is: DENIKA LLC

2. The location and municipal address, not a post office box only, of this limited liability company's registered office:

807 ESPLANADE AVENUE
NEW ORLEANS, LA 70116

3. The full name and municipal address, not a post office box only, of each of this limited liability company's registered agent(s) is/are:

WILLIAM J. WEGMANN JR.
110 VETERANS BLVD., STE. 440
METAIRIE, LA 70005

4. The name and municipal address, not a post office box only, of the managers or members:

DENNIS KOGOD (Member)
9716 OAK PASS ROAD
BEVERLY HILLS, CA 90210

By typing my name below, I hereby certify that I am the organizer. The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

Electronic Signature: YOOCHUL CHONG (10/14/2014)

Title: ORGANIZER

DLK002942

Exhibit 4G.048

STATEMENT OF DESIGNATION OF
THE ORIGINAL MEMBERS
OF
DENIKA LLC
A(N) LOUISIANA LIMITED LIABILITY COMPANY

The undersigned, being the organizer of DENIKA LLC, a(n) Louisiana limited liability company (the "Company"), and acting pursuant to the provisions of the applicable Louisiana law authorizing the organizer to elect the member(s) if the initial member(s) have not been named in the Articles of Organization (the "Articles"), hereby takes the following action and adopts the following resolutions:

APPOINTMENT OF INITIAL MEMBER(S)

RESOLVED, that the following individuals be, and they hereby are, appointed as the members of the Company, effective as of the date hereof:

Dennis Kogod

RESIGNATION OF ORGANIZER

RESOLVED, that the undersigned, having appointed the initial member(s) of the Company, hereby resigns as the Organizer of the Company, effective as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Action by Organizer of the Company effective October 16, 2014.

Yoochul Chong, Organizer

CO-PRODUCTION AGREEMENT

This Agreement dated as of October 15, 2014, 2014 (hereinafter "Agreement") by and between Seven Arts Filmed Entertainment Louisiana LLC of 807 Esplanade Avenue, New Orleans, Louisiana 70016 ("SAFELA") and Dennis Kogod of 9716 Oak Pass Road, Beverly Hills, CA 90210 ("DKP") outlines the terms and conditions under which the Co-Producers have agreed to jointly co-produce the feature film currently entitled "Thomasina" (hereinafter "Picture").

RECITALS:

A. The Co-Producers intend to jointly co-produce the Picture based upon the Script.

B. SAFELA has acquired all rights and clearances in the Script necessary to make the Picture.

C. The Co-Producers are entering into this Agreement for the purpose of setting out the terms and conditions pursuant to which they will jointly co-produce the Picture. The Co-Producers shall also enter into the Distribution Agreement simultaneously and any of the obligations described in this Agreement shall be subject to full execution of the Distribution Agreement, which shall include the details of the cash flow of the financing necessary for production.

TERMS AND CONDITIONS:

1. **DEFINITIONS**

1.1 In this Agreement the following words and expressions shall have the meanings hereby ascribed to them:

"the Agreement" or **"this Agreement"** means this Agreement together with any and all schedules annexures or exhibits.

"the Budget" means the estimated cost of developing the Picture for production in accordance with this Agreement or a total of $200,000.

"the Co-Producers" means DKP and SAFELA.

"the Director" shall mean Michael Sajbel.

"the Distribution Agreements" shall mean the distribution agreements to be entered into between the Distributor and the Co-Producers.

"the Distributor" shall mean Seven Arts International.

"the Picture" means the full length feature Picture to be shot in the English language provisionally entitled "Thomasina".

"the Script" means the final draft script by Martha Williamson, revised by Michael Sajbel and approved by the Distributor.

"the Territory" means all parts of the world.

"the Underlying Rights" means any and all rights of copyright, trademark, patents or intellectual property rights or other rights of whatsoever nature in the Source Material.

1.2 Where the context so requires in this Agreement, words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender, and words denoting persons shall include corporations.

1.3 Unless the context otherwise requires, references in this Agreement to any clause shall be deemed to be a reference to a clause in this Agreement, and references to any Schedule or Exhibit shall be deemed to be a reference to a Schedule or Exhibit in this Agreement.

1.4 Unless the context otherwise requires, any reference in this Agreement to any directive, statute, statutory provision, delegated legislation, code, guideline or regulations shall be a reference thereto as the same may, from time to time, be amended, modified, extended, varied, replaced or re-enacted.

2. LIMITED LIABILITY COMPANY

2.1 Upon execution of this Agreement, DKP shall form a limited liability company in Louisiana with the name DENIKA LLC ("Company") with DKP owning 100% of the Membership Interest in the Company. Upon formation of the Company, for good and valuable consideration, the sufficiency of which is hereby acknowledged, SAFELA shall assign, transfer and convey and/or cause to be assigned, transferred and conveyed to the Company all rights to the Script and all of the Underlying Rights ("Assignments"). Upon receipt of copies of the formation documents of the Company, the Company's EIN and the Assignments, DKP shall deposit or transfer 50% of the Budget ("Funds") into the account of the Company which such Funds shall be used to further finance the development of the Picture including the exercise of the option and the payment of the purchase price of $75,000 to Mathemata Anstalt and/or Valdovia Anstalt, the payment of the re-write fee to Michael Sajbel and to reimburse and/or pay the set up and legal costs incurred in the creation of the Company and this Agreement. In the event that the there exists an urgency for the exercise of the option and the payment of the purchase price of $75,000 to Mathemata Anstalt and/or Valdovia Anstalt and the Company is not yet formed and/or the Company does not yet have a bank account, DKP may pay directly to Mathemata Anstalt and/or Valdovia Anstalt for the exercise of the option and the payment of the purchase price of $75,000 or may deposit the necessary funds into the attorney client trust account of Raymond J. Markovich who shall then promptly pay on his behalf to Mathemata Anstalt and/or Valdovia Anstalt for the exercise of the option and the payment of the purchase price of $75,000. Irrespective of the foregoing, If DKP either pays directly or through the attorney client trust account of Raymond J. Markovich for the exercise of the option and the payment of the purchase price of $75,000; SAFELA shall immediately assign, transfer and convey and/or cause to be assigned, transferred and conveyed to the Company the Assignments. It is hereby acknowledged that SAFELA has already contributed 50% of the Budget for the Picture and shall recoup this investment

from Gross Receipts on a pari passu basis with DKP.

2.2 Voting and approval of actions within Company shall require a majority of the Members voting in accordance with their respective Membership Percentages. The Members will execute an operating agreement for Company in accordance with the terms and conditions of this Agreement.

2.3 The Company shall use the Budget to develop the Picture and the Co-Producers must both agree in writing to all costs to be incurred and paid in connection with the Budget.

3. THE PICTURE

3.1 Subject to the provisions of this Agreement the Co-Producers shall co-produce the Film within the framework of the Louisiana Film Commission Guidelines.

3.2 The Film shall be directed by the Director, shall be based upon the Script and principal photography shall take place principally in the State of Louisiana.

4. FINANCING

4.1 DKP and SAFELA shall work together to arrange production financing on the best terms possible from an investor(s) (hereinafter "Investor(s)") for the Picture in an amount of USD$5,000,000 (hereinafter the "Financing"). The Co-Producers hereby agree that the following financial terms and conditions with Investor(s) are pre-approved:

A. Upon receipt by the Company of the Financing, the Co-Producers shall arrange for up to 50% of the total Membership Interest in the Company to be transferred to the Investor(s) with DKP reduced and/or diluted to no less than 50% of the total Membership Interest in the Company. Thus, after the transfer to the Investor(s) of 50% of the total Membership Interest in the Company, DKP shall have no less than 50% of the total Membership Interest in the Company.

B. The Investor(s) for the Picture shall be in first position (after collection agent costs, guild residuals, sales fees and sales expenses) from Gross Receipts from such Picture and shall receive payment equal to 115% of the Financing for the Picture.

C. After the Investors have received 115% of the Financing, subsequent Gross Receipts shall be paid, on a pari passu basis, 50% to the Investors and 50% to DKP and SAFELA until SAFELA has recouped its 50% contribution to the Budget and then all Gross Receipts from the 50% shall be paid only to DKP.

D. The Co-Producers agree to negotiate with the Investor(s) in good faith concerning additional terms including, but not limited to, credit(s).

E. The Co-Producers agree that should the Investor(s) require terms other than those contained in this Section 4 or if the Co-Producers are able to obtain more favorable terms from Investor(s) or a bank or other financial institution, the Co-Producers will in good faith endeavor to conclude contract(s) with Investor(s) and/or banks and/or financial

institutions on the best terms possible for the Company and if successful, this could alter the anticipated dilutions above.

4.2 In the event that the Co-Producers are unable to obtain Finaocing for the Company and the Picture within one year from the date of this Agreement, the Co-Producers agree to jointly endeavor to solicit offers for the Script and/or Underlying Rights and agree to accept the best offer made to the Company for the Script and/or Underlying Rights.

5. **FEES** - The Co-Producers agree that they shall each receive reasonable and equal co-producer fees, on a pari passu basis, from the Financing for the Picture.

6. **DISTRIBUTION OF PROFITS & LOSSES** - After deduction and payment of third party participations, if any, for the Picture, payments made to Investor(s) to recoup their Investment(s) and costs to maintain the Company in good standing including annual legal, administrative and accounting costs, the profits and losses of Company shall be distributed pari passu in accordance with each member's Membership Interest in the Company.

7. **CREDITS** - The Co-Producers shall mutually agree in good faith the credits to be included on the Picture and such credits shall be subject to the requirements of the Distributor. All other credits shall be in accordance with all contractual requirements, including those of guilds and unions and shall be subject to the requirements of Distributors. Neither Co-Producer to this Agreement shall grant credits to any third Co-Producer without the consent of the other Co-Producer hereto and the Distributor.

8. **TRAVEL, HOUSING & PER DIEMS** - In the event that Dennis Kogod is required by the Company to travel to any location which is more than 75 miles from their principal residences for the Picture, he shall be provided by the Company transportation to and from airports, business class airfare, reasonable hotel accommodations and per diems of USD$100 per day.

9. **NAME, VOICE, LIKENESS AND BIOGRAPHY** - Dennis Kogod irrevocably grant the Company and its successors and assigns, the right to use this name, voice, likeness and biography in connection with the exploitation and promotion of the Picture in any manner and any medium whatsoever, in perpetuity and throughout the universe without further compensation.

10. **OWNERSHIP OF RESULTS AND PROCEEDS** - The Company shall own all rights in all results and proceeds of the services rendered by DKP and SAFELA hereunder and otherwise in connection with the Picture, and DKP and SAFELA agree that such results and proceeds shall constitute "work made for hire" for the Company and were specifically ordered for use in the Picture.

11. **COPYRIGHT** - The Copyright in the Picture shall be owned exclusively by the Company.

12. **FINAL CUT** - The Co-Producers agree that SAFELA shall decide Final Cut of the Picture.

13. **DISTRIBUTION AGREEMENT** - Concurrently herewith, the Co-Producers shall execute a Distribution Agreement for the Territory with the Distributor for the Picture. The Co-Producers agree that the Distribution Agreement shall be promptly assigned to the Company when registered.

14. **NO INJUNCTIVE RELIEF** - DKP and SAFELA acknowledge that, in the event of any breach or alleged breach hereof, DKP's and SAFELA's sole remedies shall be the recovery of money damages, if any, and DKP and/or SAFELA shall not have the right to terminate or rescind this Agreement or any other agreement(s) entered into by them with respect to the Picture, or to enjoin or restrain the use of or the development, production, financing, exhibition, distribution, advertising or exploitation of the Picture or any elements thereof or rights relating thereto.

15. **TERM** - The term of this Agreement shall be equal to the period of existence of the Company.

16. **LAW AND JURISDICTION** - This Agreement, all relations between the Co-Producers, and any and all disputes between the Co-Producers shall be construed and enforced in accordance with the internal laws of the State of California, applicable to contracts negotiated, executed, and fully performed within that State, regardless of where performance of this Agreement may actually occur and without regard to the conflicts of law principles thereof. This Agreement shall be subject to the exclusive jurisdiction of the courts sitting in Los Angeles County, California.

17. **SURVIVAL** - Any provision of this Agreement, which imposes an obligation following the termination or expiration of this shall survive such termination or expiration, and will continue to be binding upon the Co-Producers to this Agreement. This Agreement will be binding upon and inure to the benefit of the Co-Producers, their heirs, successors and assigns.

18. **ENTIRE AGREEMENT** - This instrument constitutes the entire Agreement between the Co-Producers concerning the subject matter of this Agreement. This Agreement supersedes all prior negotiations, understandings and agreements between the Co-Producers hereto with respect to the subject matter hereof, and each Co-Producer acknowledges and agrees that it has not relied on any representations or promises in connection with this Agreement not contained herein.

19. **AMENDMENT** - This Agreement may not be canceled, modified, changed, amended or waived, in part or in full, except by a written instrument signed by an authorized representative of each Co-Producer.

20. **COUNTERPARTS** - The Co-Producers may execute this Agreement in separate counterparts, each of which shall be deemed an original instrument as against the Co-

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Producer who has signed it. Each Co-Producer's signature at the bottom hereof will signify acceptance of, and agreement to, the terms and provisions contained herein. Facsimile copies of this Agreement shall have the same force and effect as an original. This Agreement shall not be binding on either Co-Producer, and neither Co-Producer shall be under any legal obligation whatsoever as a result of this Agreement, unless and until both Co-Producers sign this Agreement.

[Signature Page Follows]

DLK002949

Exhibit 4G.055

IN WITNESS WHEREOF, the Co-Producers hereto have executed this Agreement as of the date first above written.

Dennis Kyzar

By: _____

Seven Arts Filmed Entertainment Louisiana LLC

By: _____
Peter Hoffman
Manager

DLK002950

Exhibit 4G.056

October 16, 2014

VIA FACSIMILE AND U.S. MAIL

Re: "PRAY FOR UKRAINE"

Dear Mr. Kogod:

This deal memorandum agreement ("Agreement") sets forth the understanding reached by and between DENNIS L. KOGOD ("Investor") and PRAY FOR UKRAINE PRODUCTION, LLC ("Producer"), concerning certain terms and conditions pertaining to the additional financing of the motion picture documentary tentatively entitled "PRAY FOR UKRAINE" (the "Picture"). The Picture's anticipated budget (the "Budget") is approximately US 422,582.00 all-in and any overages will be the responsibility of the Producer.

In connection with the additional editing and post-production, the parties acknowledge and agree to the following:

1. Conditions Precedent. Any and all of Producer's obligations hereunder shall be contingent upon Producer's receipt of this Agreement executed by Investor.

2. Picture Overview. The Picture shall be a full-length feature documentary film, to be directed/produced by Evgeny Afineevsky. A portion of the Budget ($341,582.00) will be funded by the Producer and the additional portion ($81,000) will be funded by Investor. Re-editing and final postproduction will commence on or about October 21st 2014.

3. Investor's Obligations. Upon delivery of the signed agreement, Investor shall fund in an amount of principal equity the sum of US $81,000 ("Investor Funding") toward the Budget to be funded October 21st 2014. Investor's Funding shall be treated as fully recoupable equity in the Picture qualifying for contingent compensation participation in accordance with paragraph 6. Investor's Funding shall not be treated as a securities offering requiring registration under the Securities Act of 1993 nor under any state securities laws.

4. Recoupment. Investor shall be entitled to recoup Investor's Funding (US $81,000.00) against the gross Domestic and/or Foreign sale of the Picture. Investor's funding shall be recoupec from the Domestic or Foreign territory (the "Collateral") no later than twelve (12) months, subject to any applicable guild liens in such territories.

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Exhibit 4H.001

5. Investors Contingent Compensation. In consideration of Investor's contribution of Investors Funding hereunder and further provided that the Picture is produced and Investor is not in default of a material condition or provision of this Agreement, Investor shall be entitled to receive contingent compensation in an amount equal to **20%** of 100% of the Picture's Defined Proceeds. "Defined Proceeds" shall be defined, computed, accounted for and paid in accordance with Exhibit "A" attached hereto. However, in no event shall the contingent compensation definition or schedule of payment accorded to the Investors, irrespective of the term or category used (e.g., "Defined Proceeds", "Contingent Compensation", "Adjusted Gross Profits") be less favorable than the most favorable definition or schedule accorded to any profit participant in connection with the Picture. If the Producer sells or transfers the rights to the Picture, Investors position will be transferred and stay enforced.

6. Accounting/Audit Rights. Investor shall be accorded customary audit and accounti5g rights, on a quarterly basis and during reasonable business hours, of Producer's books and records as they pertain to the Picture. Investor rights are more particularly detailed and described in Exhibit "A," attached herein.

7. Delivery. Producer shall use reasonable efforts to deliver the Picture to the Domestic distributor and all international licensors, barring any unforeseen contingency or event of force majeure, no later than **second** quarter of 2015. Any failure to meet said contemplated delivery date shall not be deemed a material breach of this Agreement.

8. Credit/Participation. Producer agrees that **Investor** and his spouse shall receive credits as an **executive producer** in this film. Whenever possible, and subject to availability and approval by Studio or Network , Investor and Spouse shall be involved in the PR, awards, festivals, and premiers associated with the Picture. Nothing herein shall be deemed to restrict Producer from granting producer, co-producer, associate producer, executive producer or similar producer credits to others and placing this individuals on the same card (before / after or together) with Investor.

9. Additional Provisions.

9.1 Nondisclosure; Publicity. Investor shall not issue, disclose or otherwise take any actions in respect of Investors services, including any advertising, public statements, promotion, or cross-promotion with respect to the Picture or this Agreement, without Producer's prior written approval.

9.2 Notices. All notices to be given in writing shall be given by email, registered mail, return receipt requested, or by facsimile, and shall be sent to the respective addresses for notices listed below, or to such other addresses as each party may notify to the other from time to time. A notice sent by registered mail shall be deemed received on the date inscribed in the official return receipt. A notice sent by facsimile shall be deemed received on the next business day.

E.A

If to Investor: **DENNIS L. KOGOD**
9716 Oak Pass Rd,
Beverly Hills, CA, 90210
And via Email: dlkogod@hotmail.com

If to Producer: **PRAY FOR UKRAINE PRODUCTION, LLC**
304 N. Edinburgh Ave
Los Angeles, California 90048
Ph. (310) 929-0036
Fax (310) 388-0574
And via Email: alex@bashpoly.com

9.3 General. Investor hereby represents, warrants and agrees that Investor is free to enter into this Agreement, and to fully keep and perform all of Investor agreements, covenants and conditions hereunder, and Investor has not made, and will not make, any agreement, commitment, grant or assignment, nor do any act or thing which might interfere or impair the complete enjoyment of the rights granted and the services to be rendered to Producer.

9.4 Assignment. Producer shall have the right to assign all or any part of its rights under the Agreement to any person, but no such assignment shall relieve Producer of its obligations hereunder unless the assignment is to a similarly financially responsible party, a company acquiring substantially all the assets of Producer, or a parent of Producer who assumes Producer's obligations in writing. Investor shall not have the right to assign the Agreement or any of Investors rights and obligations hereunder.

9.5 Applicable Law. The laws of the State of California applicable to agreements executed and to be wholly performed within the State of California shall apply to the Agreement. The parties agree and consent to the jurisdiction of the courts of the State of California and agree to venue in courts located in Los Angeles, California. In the event there shall be any conflict between any provision of the Agreement and any applicable law, or applicable agreement, the latter shall prevail, and the provision or provisions of the Agreement shall be modified only to the extent necessary to remove such conflict, and as so modified the Agreement shall continue in full force and effect.

9.6 Further Documents. Producer and Investor shall execute any and all documents and do any other acts consistent with the Agreement as may be reasonably required by the parties to further evidence or effectuate the parties' rights as set forth in the Agreement.

9.7 Severability. Should any one or more provisions of this Agreement be or become invalid or unenforceable, the validity of the other provisions shall not be affected thereby. In lieu of the invalid or unenforceable provisions, such provisions are

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deemed to be replaced by such legally permissible provisions that come closest to the commercial purpose of such invalid or unenforceable provisions.

9.8 Binding Agreement. Unless and until the parties hereto enter into a more formal agreement, this Agreement shall constitute a binding agreement between the parties, shall supersede any prior or contemporaneous agreements, and may not be waived or amended, except by a written instrument signed by the parties hereto.

9.9 Indemnity.

(a) Producer will indemnify and hold harmless Investor, its employees, associates (including, but not limited to, any financiers or distributors), successors, designees, licensees, and assigns, from any and all third party claims, demands, suits, losses, costs, fines, expenses (including reasonable outside counsel fees), damages or recoveries which may be obtained against, imposed upon or suffered by Company, its employees, associates, successors, designees, licensees and assigns, by reason of Producer's breach of any of the representations, warranties or agreements contained in this Agreement, and arising out of the development, production, distribution or exploitation of the Picture.

(b) Investor will indemnify and hold harmless Producer, its employees, associates (including, but not limited to, any financiers or distributors), successors, designees, licensees, and assigns, from any and all third party claims, demands, suits, losses, costs, fines, expenses (including reasonable outside counsel fees), damages or recoveries which may be obtained against, imposed upon or suffered by Producer, its employees, associates, successors, designees, licensees and assigns, by reason of Investors breach of any of the representations, warranties or agreements contained in this Agreement.

Please indicate your agreement to and acceptance of the terms hereof by signing in the space provided below.

[Signature pages follow]

E.P.

_____

Investor/Dennis Kogod

By:_____

Title: _____

PRAY FOR UKRAINE PRODUCTION, LLC

By: Evgeny Afineevsky

Title: manager

DLK002955

Exhibit 4H.005

EXHIBIT A-DEFINED PROCEEDS

1. Definition of Parties: "Company" means PRAY FOR UKRAINE PRODUCTION, LLC, a NEVADA Limited liability company, and shall not include any other persons, firms or corporations licensed by Company to distribute the Picture or exploit any ancillary or subsidiary rights in and to the Picture in any media in any part of the world. "Participant" means the party under an agreement with Company to which this Exhibit is attached who or which is entitled to participate in the Defined Proceeds of the Picture, as such term is defined below and of which such defined term shall be accorded to Participant and the successors and permitted assigns of such party on a favored nation's basis.

2. Defined Gross: "Defined Gross" shall mean all non-returnable monies actually received by or credited to Company or any affiliate to which Company holds equity from the exploitation of the Picture and any ancillary or subsidiary rights relating to the Picture. Notwithstanding anything to the contrary herein, Defined Gross shall not include:

2.1 Any monies received solely in connection with the financing of the Picture (including, but not limited to, the proceeds of production loans),

2.2 advances and/or minimum guarantees received from third party licensees that are used solely for costs and expenses directly related to production, delivery and/or distribution of the Picture; or

2.3 Any monies received from sources other than as described in (a) and (b) above that are used solely for costs and expenses directly related to production, delivery and/or distribution of the Picture.

3. Defined Proceeds: As between Company and Participant, "Defined Proceeds" means Defined Gross of the Picture less the sum of the following costs and expenses ("Costs"):

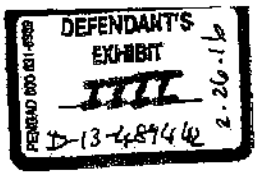
3.1 Any actual, direct out-of-pocket costs or expenses actually paid by Company or on its behalf solely in connection with the collection and/or administration of monies derived from the Picture (such as, but not limited to, accounting fees, costs related to collection bank accounts and/or costs related to audits of unrelated third parties, such as distributors);

3.2 The actual, direct out-of-pocket cost of production of the Picture, plus actual interest thereon paid by Company or on its behalf, and plus such other costs, if any, as may be incurred solely in connection with the financing of the cost of production of the Picture as such costs are detailed in a cost report of the Picture. Said interest and other costs shall be recouped before said cost of production.

3.3 Any actual, direct out-of-pocket costs or expenses actually paid by Company or its affiliates solely in connection with the distribution, marketing and/or sales of the Picture, including, without limitation, guild residuals to the extent not paid and borne solely by third party licensees and distributors;

3.4 Any monies paid by Company or on its behalf to third parties as participations before payment of any net participations in "U.S. Theatrical Film Rentals" and "U.S. Video Sales & Rentals" (as such terms shall be defined in one or more distribution agreement(s) for the Picture to be entered into by and between Company and one or more U.S. Distributors.

3.5 All costs and expenses, including reasonable attorneys' fees, loss, damage or liability suffered or incurred by Company solely in connection with: any action taken by Company (whether by litigation or otherwise) in copyrighting, protecting and enforcing the copyright of, and other rights and sources of revenue to be derived from the Picture, to the extent that such costs and expenses are not covered by insurance or borne by third party licensees.



UBS

UBS Financial Services Inc.
315 Deaderick Street
C-198971
Nashville, TN 37238-8971

ubs.com/fs

Confirmation

Your Financial Advisor
GEHLEN/MUCHA
415-954-6700/800-826-7014

DENNIS KOGOD
10776 WILSHIRE BLVD
UNIT 604
LOS ANGELES CA 90024-6465

Send checks/correspondence to:
UBS FINANCIAL SERVICES INC.
555 California Street
46th Floor
San Francisco CA 94104-1711

February 16, 2016

We confirm the following trades

Sold

DAVITA HEALTHCARE	Account	FN 15899	Quantity	33,280
PARTNERS INC	Trade date	02/16/16	Price*	$61.988659
UNSOLICITED	Location of execution	OTC	Gross amount	$2,062,982.59
RULE 144	Settlement date	02/19/16	Commission/sales charge	$500.00
PC	UBS capacity	AGENT	Other fees/charges	$50.22
SYMBOL DVA	Reference no.	91271	Amount credited	**$2,062,432.37**
CUSIP NO. 23918K108				

An affiliate of UBS Financial Services Inc. makes a market in this security and may have acted as principal.

**See the Average Price Trade Explanation.*

Sold

DAVITA HEALTHCARE	Account	FN 15899	Quantity	10
PARTNERS INC	Trade date	02/16/16	Price	$62.172000
UNSOLICITED	Location of execution	OTC	Gross amount	$621.72
RULE 144	Settlement date	02/19/16	Commission/sales charge	-
PC	UBS capacity	AGENT	Other fees/charges	$0.01
SYMBOL DVA	Reference no.	08385	Amount credited	**$621.71**
CUSIP NO. 23918K108				

Please note

It is important you retain this trade confirmation for your tax and financial records. When remittances/securities are due, they must be received by us at the address above on or before the payment/settlement date. Payments not received by the settlement date may be subject to a late settlement fee. Please indicate your account number on your check or correspondence. Make checks payable to UBS Financial Services Inc. Please see the back of this confirmation for additional terms and definitions applicable to these transactions.

UBS Financial Services Inc. is an indirect subsidiary of UBS AG and an affiliate of UBS Securities LLC.

OLS 1 024852 00015590 03025043700 0 00016

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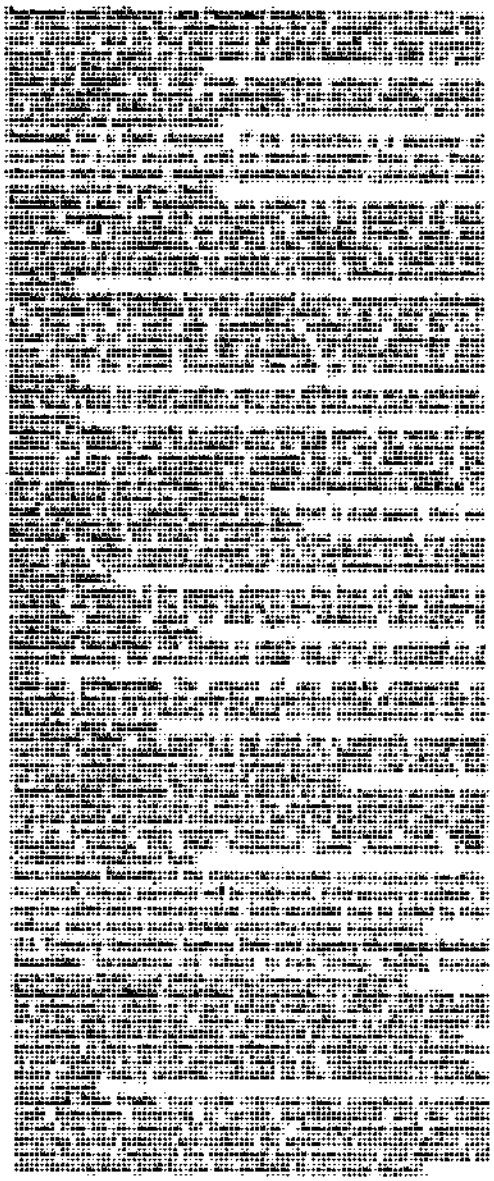
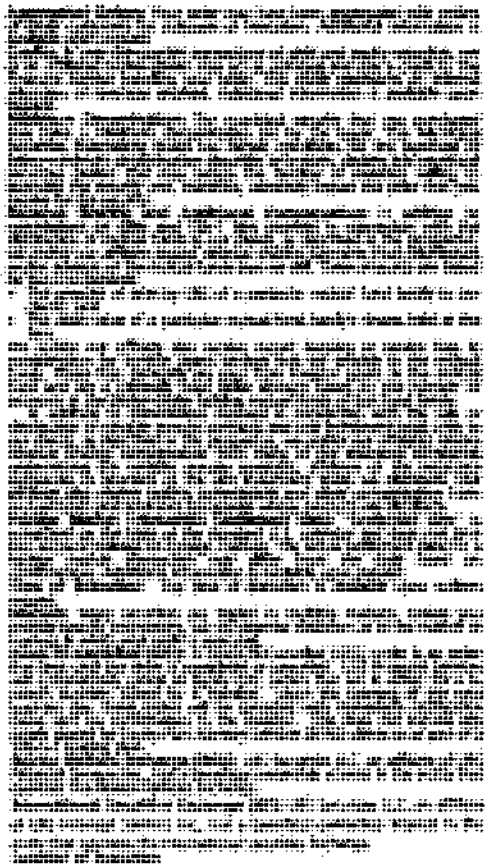
Exhibit 41.001

Additional terms and definitions





1. New York Stock Exchange (NYSE)
2. NYSE MKT (NYSEMKT)
3. NASDAQ OMX BX (BX)
4. Chicago Stock Exchange (CHX)
5. National Stock Exchange (NSX)
6. NYSE Arca
7. NASDAQ OMX PHLX (PHLX)
8. Chicago Board Options Exchange (CBOE)
9. Over-the-Counter (OTC)
10. Multiple Locations – Additional Information Upon Request (MULTIPLE)
11. International Securities Exchange (ISE)- See Disclosure Above
12. Boston Options Exchange (BOX) –See Disclosure Above

Rev. 201407

DLK16789

Exhibit 4I.002

REISSUED STATEMENT

	1 Wages, tips, other compensation 10108746.52	2 Federal income tax withheld 3798481.09
b Employer identification number (EIN) 62-1323090	3 Social security wages 118500.00	4 Social security tax withheld 7347.00
c Employer's social security number 217-62-3700	5 Medicare wages and tips 10132746.52	6 Medicare tax withheld 236319.54

c Employer's name, address and ZIP code
DVA RENAL HEALTHCARE, INC
PO BOX 2076
TACOMA WA 98401-2076

7 Social security tips	8 Allocated tips	9 [redacted]
10 Dependent care benefits	11 Nonqualified plans	12a C 2607.54
12b DD 14957.02	12c D 24000.00	12d V 2971249.68
13 Statutory employee / Retirement plan: X / Third-party sick pay	14 Other	

e Employee's name, address and ZIP code
DENNIS L KOGOD
9716 OAK PASS ROAD
BEVERLY HILLS CA 90210

2015 W-2 Wage and Tax Statement	15 State CA Employer's state ID no. 39769179	16 State wages, tips, etc. 10109646.52
Copy C For EMPLOYEE'S RECORDS (See Notice to Employee on back of Copy B.)	17 State income tax 1320297.55	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

REISSUED STATEMENT

	1 Wages, tips, other compensation 10108746.52	2 Federal income tax withheld 3798481.09
b Employer identification number (EIN) 62-1323090	3 Social security wages 118500.00	4 Social security tax withheld 7347.00
c Employee's social security number 217-62-3700	5 Medicare wages and tips 10132746.52	6 Medicare tax withheld 236319.54

c Employee's name, address and ZIP code
DVA RENAL HEALTHCARE, INC
PO BOX 2076
TACOMA WA 98401-2076

7 Social security tips	8 Allocated tips	9 [redacted]
10 Dependent care benefits	11 Nonqualified plans	12a C 2607.54
12b DD 14957.02	12c D 24000.00	12d V 2971249.68
13 Statutory employee / Retirement plan: X / Third-party sick pay	14 Other	

e Employee's name, address and ZIP code
DENNIS L KOGOD
9716 OAK PASS ROAD
BEVERLY HILLS CA 90210

2015 W-2 Wage and Tax Statement	15 State CA Employer's state ID no. 39769179	16 State wages, tips, etc. 10109646.52
Copy B To Be Filed With Employee's FEDERAL Tax Return.	17 State income tax 1320297.55	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

REISSUED STATEMENT

	1 Wages, tips, other compensation 10108746.52	2 Federal income tax withheld 3798481.09
b Employer identification number (EIN) 62-1323090	3 Social security wages 118500.00	4 Social security tax withheld 7347.00
c Employee's social security number 217-62-3700	5 Medicare wages and tips 10132746.52	6 Medicare tax withheld 236319.54

c Employee's name, address and ZIP code
DVA RENAL HEALTHCARE, INC
PO BOX 2076
TACOMA WA 98401-2076

7 Social security tips	8 Allocated tips	9 [redacted]
10 Dependent care benefits	11 Nonqualified plans	12a C 2607.54
12b DD 14957.02	12c D 24000.00	12d V 2971249.68
13 Statutory employee / Retirement plan: X / Third-party sick pay	14 Other	

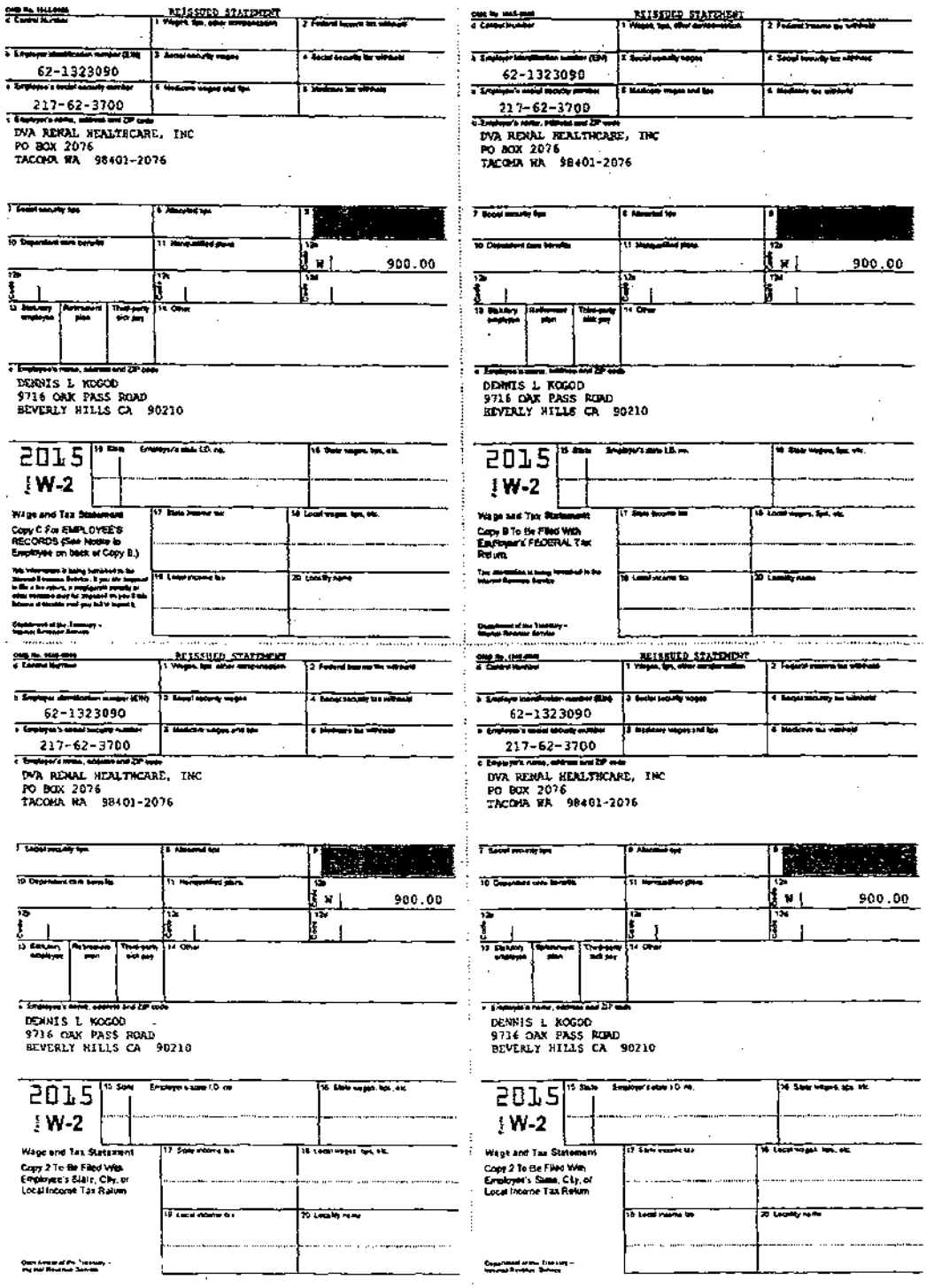
e Employee's name, address and ZIP code
DENNIS L KOGOD
9716 OAK PASS ROAD
BEVERLY HILLS CA 90210

2015 W-2 Wage and Tax Statement	15 State CA Employer's state ID no. 39769179	16 State wages, tips, etc. 10109646.52
Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return	17 State income tax 1320297.55	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

DEFENDANT'S EXHIBIT JVSN 13-489442 2-26-16

DLK16790

Exhibit 4J.001



REISSUED STATEMENT

62-1323090

217-62-3700

DVA RENAL HEALTHCARE, INC
PO BOX 2076
TACOMA WA 98401-2076

DENNIS L KOGOD
9716 OAK PASS ROAD
BEVERLY HILLS CA 90210

12a W 900.00

2015 W-2

Wage and Tax Statement

Copy C For EMPLOYEE'S RECORDS (See Notice to Employee on back of Copy B.)

Copy B To Be Filed With Employee's FEDERAL Tax Return

Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return

DLK16791

Exhibit 4J.002

Notice to Employee

Do you have to file? Refer to the Form 1040 instructions to determine if you are required to file a tax return. Even if you do not have to file a tax return, you may be eligible for a refund! If box 2 shows an amount or if you are eligible for any credit, Earned Income credit (EIC). You may be able to take the EIC for 2015 if your adjusted gross income (AGI) is less than a certain amount. The amount of the credit is based on income and family size. Workers without children could qualify for a smaller credit. You and any qualifying children must have valid social security numbers (SSNs). You cannot take the EIC if your investment income is more than the specified amount for 2015 or if income is earned for services provided while you were an inmate at a penal institution. For 2015 income limits and rules, information, visit www.irs.gov/eitc. Also see Pub. 596, Earned Income Credit. Any EIC that is more than your tax liability is refunded to you, but only if you file a tax return. Clergy and religious workers. If you are not subject to social security and Medicare taxes, see Pub. 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Corrections. If your name, SSN, or address is incorrect, correct Copies B, C, and 2 and ask your employer to correct your employee record. Be sure to ask the employer to file Form W2c, Corrected Wage and Tax Statement, with the Social Security Administration (SSA) to correct any name, SSN, or money amount error reported to the SSA on Form W2. Be sure to get your copies of Form W2c from your employer for all corrections made so you may file them with your tax return. If your name and SSN are correct but are not the same as shown on your social security card, you should ask for a new card that displays your correct name at any SSA office or by calling 1-800-772-1213. You also may visit the SSA at www.socialsecurity.gov. Cost of employer-sponsored health coverage. If such cost is provided by the employer). The reporting in Box 12, using Code DD, of the cost of employer-sponsored health coverage is for your information only. The amount reported with Code DD is not taxable. Credit for excess taxes. If you had more than one employer in 2015 and more than $7,347.00 in social security credit Tier I railroad retirement (RRTA) taxes were withheld, you may be able to claim a credit for the excess against your federal income tax. If you had more than one railroad employer and more than $4,321.80 in Tier II RRTA tax was withheld, you also may be able to claim a credit. See your Form 1040 or Form 1040A instructions and Pub. 505, Tax Withholding and Estimated Tax.

Instructions for Employee

Box 1. Enter this amount on the wages line of your tax return.

Box 2. Enter this amount on the federal income tax withheld line of your tax return.

Box 3. You may be required to report this amount on Form 8959, Additional Medicare Tax. See Form 1040 instructions to determine if you are required to complete Form 8959.

Box 4. This amount includes the 1.45% Medicare Tax withheld on all Medicare wages and tips shown in Box 5, as well as the 0.9% Additional Medicare Tax on any of those Medicare wages and tips above $200,000.

Box 5. This amount is not included in boxes 1, 3, 5, or 7. For information on how to report tips on your tax return, see your Form 1040 instructions. You must file Form 4137, Social Security and Medicare Tax on Unreported Tip Income, with your income tax return to report at least the allocated tip amount unless you can prove a smaller amount. If you have records that show the actual amount of tips you received, report that amount even if it is more or less than the allocated tips. On Form 4137 you will calculate the social security and Medicare tax owed on the allocated tips shown on your Form(s) W2 that you must report as income and on other tips you did not report to your employer. By filing Form 4137, your social security tips will be credited to your social security record (used to figure your benefits).

Box 10. This amount includes the total dependent care benefits that your employer paid to you or incurred on your behalf (including amounts from a section 125 (cafeteria) plan). Any amount over $5,000 is also included in box 1. Complete Form 2441, Child and Dependent Care Expenses, to compute any taxable and nontaxable amounts.

Box 11. This amount is not reported in box 1 if it is a distribution made to you from a nonqualified deferred compensation or nongovernmental section 457(b) plan or is included in box 3 and/or 5. If it is a prior year deferral and/or a nonqualified or section 457(b) plan that becomes taxable for social security and Medicare taxes this year because there is no longer a substantial risk of forfeiture of your right to the deferred amount. This box should not be used if you had a deferral and a distribution in the same calendar year. If this happens and you are or will be age 62 by the end of the calendar year, your employer should file form SSA-131 with the Social Security Administration and give you a copy.

Box 12. The following list explains the codes shown in box 12. You may need this information to complete your tax return.

(continued on the back of copy B)

Instructions for Employee (Continued)

(Continued from the back of copy B)

Elective deferrals (codes D, E, F, and S) and designated Roth contributions (codes AA, BB, and EE) under all plans are generally limited to a total of $18,000 ($12,500 if you only have SIMPLE plans). $24,000 for section 403(b) plans if you qualify for the 15-year rule explained in Pub. 571). Deferrals under code G are limited to $18,000. Deferrals under code H are limited to $7,000. However, if you were at least age 50 in 2015, your employer may have allowed an additional deferral of up to $6,000 ($3,000 for certain 401(k)(11) and 408(p) SIMPLE plans). This additional deferral amount is not subject to the overall limit on elective deferrals. For code G, the limit on elective deferrals may be higher for the last 3 years before you reach retirement age. Contact your plan administrator for more information. Amounts in excess of the overall elective deferral limit must be included in income. See the "Wages, Salaries, Tips, etc." line instructions for Form 1040.

Note: If a year follows code D through H, S, Y, AA, BB, or EE, you made a make-up pension contribution for a prior year(s) when you were in military service. To figure whether you have excess deferrals, consider these amounts for the year shown, not the current year. If no year is shown, the contributions are for the current year. A-Uncollected social security or RRTA tax on tips. Include this tax on Form 1040. See "Other Taxes" in the Form 1040 instructions. B-Uncollected Medicare tax on tips. Include this tax on Form 1040. See "Other Taxes" in the Form 1040 instructions. C-Taxable cost of group-term life insurance over $50,000 (included in boxes 1, 3 (up to social security wage limit), and 5) D-Elective deferrals to a section 401(k) cash or deferred arrangement. Also includes deferrals under a SIMPLE retirement account that is part of a section 401(k) arrangement. E-Elective deferrals under a section 403(b) salary reduction agreement. F-Elective deferrals under a section 408(k)(6) salary reduction SEP. G-Elective deferrals and employer contributions (including nonelective deferrals) to a section 457(b) deferred compensation plan. H-Elective deferrals to a section 501(c)(18)(D) tax-exempt organization plan. See "Adjusted Gross Income" in the Form 1040 instructions for how to deduct. J-Nontaxable sick pay (information only, not included in boxes 1, 3 or 5). K-20% excise tax on excess golden parachute payments. See "Other Taxes" in the Form 1040 instructions. L-Substantiated employee business expense reimbursements (nonallowance). M-Uncollected social security or RRTA tax on taxable cost of group-term life insurance over $50,000 (former employees only). See "Other Taxes" in the Form 1040 instructions. N-Uncollected Medicare tax on taxable cost of group-term life insurance over $50,000 (former employees only). See "Other Taxes" in the Form 1040 instructions. P-Excludable moving expense reimbursements paid directly to employee (not included in boxes 1, 3, or 5). Q-Nontaxable combat pay. See the instructions for Form 1040 or Form 1040A for details on reporting this amount. R-Employer contributions to your Archer MSA. Report on Form 8853, Archer MSAs and Long-Term Care Insurance Contracts. S-Employee salary reduction contributions under a section 408(p) SIMPLE (not included in box 1). T-Adoption benefits (not included in box 1). Complete Form 8839, Qualified Adoption Expenses, to compute any taxable and nontaxable amounts. V-Income from exercise of nonstatutory stock option(s) (included in boxes 1, 3 (up to social security wage base), and 5). See Pub. 525 and instructions for Schedule D (Form 1040) for reporting requirements. W-Employer contributions (including amounts the employee elected to contribute using a section 125 (cafeteria) plan) to your health savings account. Report on Form 8889, Health Savings Accounts (HSAs). Y-Deferrals under a section 409A nonqualified deferred compensation plan. Z-Income under section 409A on a nonqualified deferred compensation plan. This amount is also included in box 1. It is subject to an additional 20% tax plus interest. See "Other Taxes" in the Form 1040 instructions. AA-Designated Roth contributions under a section 401(k) plan. BB-Designated Roth contributions under a section 403(b) plan. DD-Cost of employer-sponsored health coverage. The amount reported with Code DD is not taxable. EE-Designated Roth contributions under a governmental section 457(b) plan. This amount does not apply to contributions under a tax-exempt organization section 457(b) plan. Box 13. If the "Retirement plan" box is checked, special limits may apply to the amount of traditional IRA contributions you may deduct. See Pub. 590, Individual Retirement Arrangements (IRAs). Box 14. Employers may use this box to report information such as state disability insurance taxes withheld, union dues, uniform payments, health insurance premiums deducted, nontaxable income, educational assistance payments, or a member of the clergy's housing allowance and utilities. Railroad employers use this box to report RRTA compensation, Tier 1 tax, Tier II tax, Medicare tax, and Additional Medicare Tax. Include tips reported by the employee to the employer in railroad retirement (RRTA) compensation.

Note. Keep Copy C of Form W2 for at least 3 years after the due date for filing your income tax return. However, to help protect your social security benefits, keep Copy C until you begin receiving social security benefits, just in case there is a question about your work record and/or earnings in a particular year.

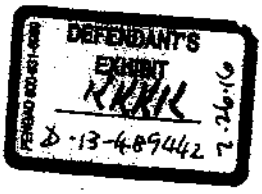
DLK16792

Exhibit 4J.003

Principal Financial Group

Principal Life Insurance Company

February 18, 2016



DENNIS KOGOD
9716 OAK PASS RD
BEVERLY HILLS CA 90210-1223

Insured - Dennis Kogod
Policyowner - Dennis Kogod
Universal Life Protector III, Policy Number 6090702

STATEMENT OF COVERAGE (Values as of 02/18/2016)

Policy Status	In Force
Issue Date	02/12/2008
Issue State	CA
Face Amount of Base Policy	$562,453.00
Death Benefit Option	1
Active Riders	Extended Coverage Rider
Maturity Date	02/12/2081

The last premium payment of $6,364.12 was received on 02/12/2016 and was applied 02/12/2016.

Total Premium Paid	$52,778.53
Last Monthly Policy Charge	$231.54
Policy Value	$35,825.81
Surrender Charge	$15,348.98
Policy Loan Indebtedness	$0.00
Net Surrender Value	$20,476.83
Gain Upon Surrender	$0.00
Cost Basis	$52,778.53

Primary Beneficiaries -- JOSHUA KOGOD

Home Office: 711 High Street, PO Box 10431, Des Moines, Iowa 50306-0431
www.principal.com

DLK16793

Exhibit 4K.001

Principal Financial Group

Principal Life Insurance Company

NADINE KHAPSALIS
Contingent Beneficiaries – NIKA KHAPSALIS
DENISE KHAPSALIS

Assignee – None Listed
Secondary Addressee -- None Listed

Individual Life Insurance
Customer Service
(800) 247-9988

Your Representative:
Alexander Sheinin
(310) 276-2335

Home Office: 711 High Street, PO Box 10431, Des Moines, Iowa 50306-0431
www.principal.com

DLK16794

Exhibit 4K.002

07139

LAW OFFICE OF DANIEL MARKS
DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
NICOLE M. YOUNG, ESQ.
Nevada State Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; FAX (702) 386-6812
Attorneys for Appellant

IN THE SUPREME COURT OF THE STATE OF NEVADA

DENNIS KOGOD, Case No. 71147

Appellant,

vs.

GABRIELLE CIOFFI-KOGOD,

Respondent.
_____/

APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT

APPELLANT'S APPENDIX
Volume 37

Docket 71147 Document 2017-11545

DOCUMENT	VOLUME	PAGE NO.
Acceptance of Service filed on April 24, 2014	1	14
Acceptance of Service Filed on November 6, 2015	2	394
Amended Notice of Cross-Appeal filed on September 23, 2016	46	9032-9148
Answer to Complaint for Divorce and Counterclaim filed on November 24, 2014	1	19-24
Case Appeal Statement filed on August 23, 2016	44	8590-8593
Case Appeal Statement, filed on December 13, 2016	47	9287-9290
Case Cross-Appeal Statement filed on September 21, 2016	46	9028-9031
Case Cross-Appeal Statement, filed on December 23, 2016	47	9298-9301
Certificate of Service filed on March 2, 2015	1	66
Certificate of Service filed on June 2, 2015	1	85-86
Certificate of Service filed on January 25, 2016	4	712
Certificate of Service filed on June 21, 2016	42	8082
Certificate of Service filed on September 14, 2016	45	8704-8802
Certification of Copy of Exhibits Presented at the 2/23/16-2/26/16 Non-Jury Trial, dated December 8, 2016	10	1876-1894
Certification of Copy Clerks List	41	7980-7983
Complaint for Divorce filed on December 13, 2013	1	1-6
Defendant's Closing Brief filed on August 1, 2016	43	8415-8473
Defendant, Dennis Kogod's, Reply to Plaintiff's, Gabrielle Cioffi-Kogod's, Opposition to Defendant's Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the deposition of Jennifer Crute Steiner and Opposition to Plaintiff's Countermotion for Attorney Fees and Costs filed on June 25, 2015	1	151-178
Defendant's Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner filed on June 11, 2015	1	87-110
Defendant's Exhibits Vol. I:	33	6161-7979

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DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit D- Teichner Accounting Rebuttal Expert Disclosure Dated: January 25, 2016	33	6162-6209
Defendant's Exhibit F- Teichner Accounting Sur-Rebuttal Report Dated: February 15, 2016	33	6210-6215
Defendant's Exhibit S- Bank of America Joint Checking Account Ending 6446 Statement From December 1, 2015 to December 31, 2015	33	6216-6223
Defendant's Exhibit T- Bank of America Checking Account ending in 0129 Statement from December 1, 2015 to December 31, 2015	33	6224-6229
Defendant's Exhibit U- Wells Fargo Complete Advantage Checking Account Ending 5397 Statement from January 9, 2016 to February 5, 2016	33	6230-6239
Defendant's Exhibit V- Wells Fargo PMA Account ending 8870 Statement from January 9, 2016 to February 5, 2016	33	6240-6242
Defendant's Exhibit W- UBS Trust – Fee Base ending 743 Statement From January 2016	33	6243-6252
Defendant's Exhibit X- UBS Checking ending 745 Statement for January 2016	33	6253-6264
Defendant's Exhibit Y- UBS Trust – PWS/GAM ending 134 Statement for January 2016	33	6265-6282
Defendant's Exhibit Z- UBS Stock Option ending 999 Statement for January 2016	33	6283-6290
Defendant's Exhibit AA- Merrill Lynch Ending 588 Statement from December 01, 2015 to December 31, 2015	33	6291-6360
Defendant's Exhibit BB- UBS Trust – Fee Base ending 43 Statement for January 2016	34	6361-6368
Defendant's Exhibit CC- Fidelity Dignity Health Statement from January 1, 2015 to December 31, 2015	34	6369-6372
Defendant's Exhibit DD- Davita Retirement Plan Statement from January 1, 2016 to January 31, 2016	34	6373-6375
Defendant's Exhibit EE- Davita Retirement Savings Plan Statement from October 1, 2015 to December 31, 2015	34	6376-6378
Defendant's Exhibit LL- UBS Premier Variable Credit Line ending 027 Statement for January 2016	34	6379-6384

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DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit MM- American Express Centurion Account ending 3005	34	6385-6396
Defendant's Exhibit NN- American Express Platinum Account ending 2003 Statement from January 18, 2016 to February 6, 2016	34	6397-6401
Defendant's Exhibit OO- American Express Platinum Account ending 9008 Statement from January 25, 2016 to February 23, 2016	34	6402-6406
Defendant's Exhibit PP- Master Card Account ending 1588 Statement From January 07, 2016 to February 06, 2016	34	6407-6412
Defendant's Exhibit QQ- Wells Fargo Account ending 1032 Statement from December 16, 2015 to January 15, 2016	34	6413-6419
Defendant's Exhibit RR- Banana Republic Account ending 4713 Statement from December 4, 2015 to January 4, 2016	34	6420-6423
Defendant's Exhibit SS- Discover Account ending in 4205 Statement from November 12, 2015 to December 11, 2015	34	6424-6427
Defendant's Exhibit TT- Kohls Account ending in 557 Statement from November 7, 2015 to December 7, 2015	34	6428
Defendant's Exhibit UU- Merrill Lynch Account ending 9677 Statement from November 13, 2015 to December 12, 2015	34	6429-6431
Defendant's Exhibit VV- Nordstorm Account ending 992 Statement from November 13, 2015 to December 13, 2015	34	6432-6436
Defendant's Exhibit WW- TJX Rewards Account ending 6951 Statement from December 1, 2015 to January 1, 2016	34	6437-6439
Defendant's Exhibit XX- Detailed Financial Disclosure Form for Gabrielle Cioffi-Kogod, Filed February 25, 2015	34	6440-6456
Defendant's Exhibit AAA- Email from Eugene to Dennis Dated: February 12, 2012	34	6457-6459
Defendant's Exhibit BBB- Various Checks from Gabrielle to Eugene Cioffi-Kogod Re: House	34	6460-6464
Defendant's Exhibit CCC- Various Checks from Gabrielle to Eugene Cioffi-Kogod Re: Misc.	34	6465-6467
Defendant's Exhibit DDD- Various Checks from Gabrielle to Eugene Cioffi Re: Eugene's Birthday	34	6468-6470
Defendant's Exhibit EEE- Various Checks from Gabrielle to Cassandra Cioffi Re: Cassandra's Birthday	34	6471-6473

DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit FFF- Various Checks from Gabrielle to Stephanie Cioff Re: Stephanie's Birthday	34	6474-6476
Defendant's Exhibit GGG- Check from Dennis to Escrow of the West Re: 128 N. Edinburch	34	6477
Defendant's Exhibit HHH- Various Checks from Gabrielle to Cash	34	6478-6496
Defendant's Exhibit III- Various Checks from Gabrielle to Deaner, Deaner, Scann, Malan & Larsen Re: Kogod v. DeYoung #5504-0001	34	6497-6507
Defendant's Exhibit KKK- Notice of Entry of Stipulation and Order Filed on August 12, 2015	34	6508-6513
Defendant's Exhibit LLL- Email from Dennis to Gabrielle Dated: December 8, 2011	34	6514-6515
Defendant's Exhibit NNN- Plaintiff's Sixteenth Supplemental Production of Documents Pursuant to NRCP 16.2, Served on October 22, 2015	34	6516-656
Defendant's Exhibit OOO- Gabrielle Kogod's Resume	34	6561-6564
Defendant's Exhibit PPP- Plaintiff's Response to Defendant's First Set of Interrogatories Dated May 18, 2015	35	6565-6589
Defendant's Exhibit QQQ- Plaintiff's Response to Defendant's Second Set of Interrogatories Served on October 20, 2015	35	6590-6597
Defendant's Exhibit RRR- Plaintiff's Response to Defendant's Third Set of Interrogatories Served on October 29, 2015	35	6598-6603
Defendant's Exhibit SSS- Confidential Memorandum Limited Partner Interests in New Enterprise Associates 14, L.P. Dated: February 2012	35	6604-6683
Defendant's Exhibit TTT- New Enterprise Associates 14, L.P. Supplemental Schedule of Changes in Individual Partner's Capital Accounts	35	6684-6706
Defendant's Exhibit UUU- Plaintiff's Eleventh Supplemental Production of Documents Pursuant to NRCP 16.2 Dated: September 9, 2015 (Spreadsheet from Nadya's depo)	36	6707-6906
Defendant's Exhibit UUU- Continued Plaintiff's Eleventh Supplemental Production of Documents Pursuant to NRCP 16.2 Dated: September 9, 2015 (Spreadsheet from Nadya's depo)	37	6907-7034
Defendant's Exhibit **VVV**- Davita Power Point Regarding 2015 Long Term Incentive Program	37	7035-7041

DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit XXX- Davita Cash Performance Award Agreement, Exhibit B	37	7042-7048
Defendant's Exhibit YYY- Email from Radiology Partners regarding 2014 Tax Compliance	37	7049-7059
Defendant's Exhibit ZZZ- Radiology Partners Member Equity Statement Dated: July 31, 2015	37	7060
Defendant's Exhibit AAAA- Radiology Partners Practice Update, Dated July 31, 2015	37	7061-7067
Defendant's Exhibit FFFF- Kogod Equity Analysis of Dennis' outstanding Long-term incentives (Equity Bases and Cash-Based) and Explanation	37	7068-7070
Defendant's Exhibit GGGG- Thomasina Distribution Agreement	37	7071-7126
Defendant's Exhibit HHHH- Pray for Ukraine Agreement Dated: October 16, 2014	37	7127-7132
Defendant's Exhibit IIII- UBS Resource Management account Ending 899 Statement for February 2016	37	7133-7134
Defendant's Exhibit JJJJ- 2015 W-2 issued to Dennis L. Kogod	37	7135-7137
Defendant's Exhibit KKKK- Principle Life Insurance Company Statement for February 18 2016	37	7138-7139
Defendant's Exhibit LLLL- Email from Denise to Dennis Kogod	38	7140
Defendant's Exhibit MMMM- Filing with US Security and Exchange Commission	38	7141-7142
Defendants Exhibit NNNN- Email 2/23/16 Re: Award of 76,766 Shares And Sale of $33,290 Shares for Tax Purposes	38	7143-7144
Defendant's Exhibit OOOO- Assets & Debt Chart	38	7145-7148
Defendant's Exhibit PPPP- Martial Balance Sheet	38	7149-7151
Defendant's Exhihit QQQQ- Costs & Fees Through 1/31/16	38	7152-7174
Defendant's Exhibit RRRR- Jimmerson Fees	38	7175-7340
Defendant's Exhibit SSSS- Depo of Eugene Cioffi February 05, 2016	39	7341-7450
Defendant's Exhibit TTTT- Depo of Stephanie Cioffi February 05, 2016	39	7451-7467
Defendant's Exhibit UUUU- 9716 Oak Pass Appraisal	42	8042-8061

DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit VVVV- Jennifer Bosco Resume	42	8062
Defendant's Exhibit WWWW- Hollywood Hills Escrow	42	8063
Defendant's Exhibit XXXX- February 2016 UBS account summary statement	39	7468-7474
Defendant's Exhibit YYYY- February 2016 UBS account statement for Accounts ending 743	39	7475-7484
Defendant's Exhibit ZZZZ- February 2016 UBS account statement for Accounts ending 134	39	7485-7500
Defendant's Exhibit 5A- February 2016 UBS account summary statement	39	7501-7508
Defendant's Exhibit 5B- February 2016 UBS account statement for accounts Ending 745	39	7509-7522
Defendant's Exhibit 5C- February 2016 UBS account statement for accounts Ending 899	39	7523-7532
Defendant's Exhibit 5D- February 2016 UBS account statement for accounts Ending 746	39	7533-7540
Defendant's Exhibit 5E- February 2016 UBS account statement for accounts Ending 027	39	7541-7546
Defendant's Exhibit 5F- February 2016 UBS account statement for accounts Ending 575	39	7547-7552
Defendant's Exhibit 5G- UBS Account Summary for account ending 17, Showing no value As of February 26, 2016	39	7553
Defendant's Exhibit 5H- February 2016 UBS account statement for accounts ending 75	39	7554-7559
Defendant's Exhibit 5I- May 2016 UBS account statement for accounts ending 76	39	7560-7567
Defendant's Exhibit 5J- May 2016 UBS account statement for accounts ending 43	39	7568-7577
Defendant's Exhibit 5K- May 2016 UBS account statement for accounts ending 45	39	7578-7587
Defendant's Exhibit 5L- May 2016 UBS account statement for accounts ending 34	40	7588-7603
Defendant's Exhibit 5M- Wells Fargo PMA Package account ending 5397 Statement from February 1, 2016 through February 29, 2016	40	7604-7613

DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit 5N- Wells Fargo Checking account ending 8870 Statements from February 6, 2016 through March 7, 2016	40	7614-7616
Defendant's Exhibit 5O- Wells Fargo Visa account ending 1032 statements From January 16, 2016 through February 12, 2016	40	7617-7620
Defendant's Exhibit 5P- Wells Fargo Visa account ending 1032 statements From February 13, 2016 through March 15, 2016	40	7621-7625
Defendant's Exhibit 5Q- American Express Platinum account ending 9008 Statements from January 16, 2016 through February 23, 2016	40	7626-7636
Defendant's Exhibit 5R- American Express Platinum account ending 9008 Statements from February 24, 2016 through March 25, 2016	40	7637-7645
Defendant's Exhibit 5S- American Express Centurion account ending 3005 Statements from January 16, 2016 through February 14, 2016	40	7646-7659
Defendant's Exhibit 5T- American Express Centurion account ending 3005 Statements from February 15, 2016 through March 16, 2016	40	7660-7668
Defendant's Exhibit 5U- American Express Optima account ending 2003 Statements from January 19, 2016 through February 16, 2016	40	7669-7680
Defendant's Exhibit 5V- American Express Optima account ending 2003 Statements from February 17, 2016 through March 18, 2016	40	7681-7685
Defendant's Exhibit 5W- Master Card Black Card account ending 1588 Statements from February of 2016	40	7686-7691
Defendant's Exhibits 5X- Principle Life Insurance Company Statement of Coverage as of February 26, 2016	40	7692-7693
Defendant's Exhibits 5Y- Voja DaVita Retirement Savings Plan statement From 01/01/16 through 03/31/16	40	7694-7696
Defendant's Exhibits 5Z- DaVita Gambro Healthcare Executive Retirement Plan Benefit Statement from February of 2016	40	7697-7699
Defendant's Exhibit 6A- Cigna Health Savings Plan account balance of April 24, 2016	40	7700-7703
Defendant's Exhibit 6B- DaVita Stock Award Grant Statement, exercisable as of 06/01/16	40	7704-7705
Defendant's Exhibit 6C- Documents regarding sale of Ferrari	40	7706-7707

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Detailed Financial Disclosure Form filed on February 25, 2015	1	28-44
Detailed Financial Disclosure Form filed on February 27, 2015	1	45-65
Detailed Financial Disclosure Form filed on May 29, 2015	1	67-84
Detailed Financial Disclosure Form filed on February 16, 2016	4	721-738
Detailed Financial Disclosure Form filed on February 19, 2016	4	819-835
Discovery Commissioner's Report and Recommendations filed on January 11, 2016	2	421-424
Discovery Commissioner's Report and Recommendations filed on January 22, 2016	4	707-711
Discovery Commissioner's Supplemental Report and Recommendations filed on February 22, 2016	4	843-846
Errata to Pre-Trial Memorandum filed on February 22, 2016	4	841-842
Errata to Notice of Filing Cost Bond for Appeal filed on August 30, 2016	44	8603-8606
Ex-Parte Motion to Enlarge Time for Service of Summons and Complaint filed on April 4, 2014	1	7-11
Ex-Parte Order to Enlarge Time for Service of Summons and Complaint filed on April 10, 2014	1	12-13
Ex Parte Request for Leave of Court to File Supplemental Pleading (With Notice) Filed September 21, 2016	45	8914-8944
Joint Preliminary Injunction filed on May 15, 2014	1	15-16
Motion for an Order to Show Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioners Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs filed on September 14, 2015	2	207-274
Motion to Compel Discovery and for Attorney's Fees and Costs filed on December 23, 2015	2	407-420
Motion in Limine to Exclude Updated Real Estate Appraisals and Newly Disclosed Rental Values Submitted by Plaintiff filed on February 19, 2016	4	836-840
Motion in Limine to Exclude Defendant's Witness Disclosed After Deadline to Disclose witnesses and Request for Attorney's Fees and Sanctions filed on February 22, 2016	4	847-858

DOCUMENT	VOLUME	PAGE NO.
Motion to Stay Enforcement of Decree of Divorce and for Other Related Relief filed on August 24, 2016	44	8594-8600
Motion for Attorney's Fees and Costs filed on September 13, 2016	44	8607-8703
Notice of Appeal filed on August 23, 2016	44	8588-8589
Notice of Appeal, filed on December 13, 2016	47	9280-9286
Notice of Cross-Appeal filed on September 21, 2016	45	8823-8940
Notice of Cross-Appeal, filed on December 23, 2016	47	9291-9297
Notice of Entry of Order filed on August 12, 2015	1	205-206
Notice of Entry filed on November 30, 2015	2	395-399
Notice of Entry of Order filed on December 3, 2015	2	400-404
Notice of Entry of Order filed on May 6, 2016	42	8064-8065
Notice of Entry of Order filed on May 11, 2016	42	8068-8069
Notice of Entry of Order filed on June 29, 2016	42	8086-8089
Notice of Entry of Findings of Facts, Conclusions of Law and Decree of Divorce filed on August 22, 2016	44	8474-8587
Notice of Entry of Order filed on October 24, 2016	47	9272-9275
Notice of Entry of Order from October 18, 2016 Hearing filed on December 5, 2016	47	9276-9279
Notice of Filing Cost Bond for Appeal filed on August 29, 2016	44	8601-8602
Objections to Plaintiff's proposed deposition Testimony and Submission of Additional Deposition Testimony filed on March 25, 2016	40	7721-7739
Opposition to Motion for an Order to Show Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioner's Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs and Countermotion for Sanctions and Attorney's Fees filed on October 6, 2015	2	287-335
Opposition to Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner, and Countermotion for Attorney's Fees and Costs filed on June 23, 2015	1	111-150

DOCUMENT	VOLUME	PAGE NO.
Opposition to Motion to Compel Discovery and for Attorney's Fees and Costs and Countermotion for Protective Order filed on January 11, 2016	3	425-579
Opposition to Plaintiff's Motion for an Order to Show Cause why Defendant Should not be Held in Contempt of Court for His Multiple Violations of the Joint Preliminary Injunction, for an Order Limiting Access and Payments from Community Accounts, and for Sanctions, Attorney's Fees and Costs; and Countermotion for Attorney's Fees and Costs filed on February 8, 2016	4	713-720
Opposition to Plaintiff's Motion to Compel Discovery, for Sanctions, Attorney's fees and Costs; and Countermotion for Sanctions, Attorney's Fees and Costs filed on July 8, 2016	42	8090-8153
Opposition to Motion for Attorney's Fees and Costs filed on October 13, 2016	46	9167-9174
Order to Show Cause filed on February 24, 2016	4	859-860
Order filed on May 6, 2016	42	8066-8067
Order from April 6, 2016 Hearing filed on May 11, 2016	42	8070-8071
Order filed on June 28, 2016	42	8083-8085
Order From October 18, 2016 Hearing, filed on December 5, 2016	47	9278-9279
Plaintiff's Closing Brief filed on August 1, 2016	43	8242-8414
Plaintiff's Ex Parte Motion with Notice for Extension of Time to File Motion for Attorney's Fees and Costs filed on September 15, 2016	45	8803-8822
Plaintiff's Motion for the Issuance of an Order to Show Cause why Defendant Should not be Held in Contempt for his Multiple Violations of the Joint Preliminary Injunction; Plaintiff's Motion for an Order Limiting the Access and Payments from Community Accounts filed on January 19, 2016	4	647-706
Plaintiff's Pre Trial Memorandum filed on February 19, 2016	4	780-818
Plaintiff's Exhibit 1- Financial Disclosure Form Filed on February 16, 2016	10	1896-1912
Plaintiff's Exhibit 2- Financial Disclosure Form Filed on February 16, 2016	10	1913-1930
Plaintiff's Exhibit 3- Detailed Financial Disclosure Form Filed on May 29, 2015	10	1931-1951

DOCUMENT	VOLUME	PAGE NO.
Plaintiff's Exhibit 4- Detailed Financial Disclosure Form Filed on February 27, 2015	10	1952-1972
Plaintiff's Exhibit 5- 2014 Individual Income Tax Return	10	1973-1980
Plaintiff's Exhibit 6- 2013 Individual Income Tax Return	11	1981-2241
Plaintiff Exhibit 7- 2012 Individual Income Tax Returns	12	2242-2378
Plaintiff's Exhibit 8- 2011 Individual Income Tax Returns	13	2379-2427
Plaintiff's Exhibit 9- 2010 Individual Income Tax Returns	13	2428-2456
Plaintiff's Exhibit 10- 2009 Individual Income Tax Returns	13	2457-2489
Plaintiff's Exhibit 11- 2008 Individual Income Tax Returns	13	2490-2515
Plaintiff's Exhibit 12- 2007 Individual Income Tax Returns	13	2516-2542
Plaintiff's Exhibit 13- 2006 Individual Income Tax Returns	13	2543-2572
Plaintiff's Exhibit 14- 2005 Individual Income Tax Returns	13	2573-2595
Plaintiff's Exhibit 15- 2004 Individual Income Tax Returns	13	2596-2612
Plaintiff's Exhibit 16- 2003 Individual Income Tax Returns	13	2613-2627
Plaintiff's Exhibit 18- Text messages between the parties	14	2629-2772
Plaintiff's Exhibit 19- Emails between the parties	14	2773-2813
Plaintiff's Exhibit 20- Text messages between the parties	15	2814-2921
Plaintiff's Exhibit 21- Text messages between the parties	15	2922-2925
Plaintiff's Exhibit 22- Emails between the parties	15	2926-2962
Plaintiff's Exhibit 23- Emails between the parties	15	2963-3040
Plaintiff's Exhibit 24- Text messages between the parties	15	3041-3048
Plaintiff's Exhibit 25- Text messages between the parties	15	3049-3061
Plaintiff's Exhibit 26- Proposed Community Property Distribution Worksheet	15	3062-3063
Plaintiff's Exhibit 54- Jenny Allen's Curriculum Vitae and List of Cases	16	3064-3066
Plaintiff's Exhibit 55- Index of documents in Support of Spreadsheets in Anthem Forensic's Reports	16	3067-3121

DOCUMENT	VOLUME	PAGE NO.
Plaintiff's Exhibit 56 Anthem Forensics' Expert Witness Report	16	3122-3232
Plaintiff's Exhibit 57- Anthem Forensics' Supplemental Expert Witness Report	17	3233-3368
Plaintiff's Exhibit 58- Anthem Forensics' Supporting Documents for facts set forth in Supplemental Expert Report	17	3369-3402
Plaintiff's Exhibit 59- Email from Joe Leauanae to Daniel Marks, Esq.	17	3403-3404
Plaintiff's Exhibit 60- Auto Related Exhibits listed on Exhibit 6	17	3405-3409
Plaintiff's Exhibit 61- Transactions that comprise the "adjusted" column on Exhibit 6	18	3410-3549
Plaintiff's Exhibit 62- Withdrawals and checks written to cash - Gabrielle Kogod	18	3550
Plaintiff's Exhibit 63- Anthem Forenscics' Response to Rebuttal Report	18	3551-3578
Plaintiff's Exhibit 65- Anthem Forensics' Supporting Documentation for Facts set fourth in The February 5, 2016 Report	19	3579-3640
Plaintiff's Exhibit 69- Joint Preliminary Injunction Order	19	3641-3642
Plaintiff's Exhibit 71- Settlement Statement for 10776 Wilshire Boulevard, Unit 604, California	19	3643
Plaintiff's Exhibit 72- Spreadsheet showing expenses for Khapsalis and children From May 2014	19	3644-3674
Plaintiff's Exhibit 73- Spreadsheet showing updated Outflows greater than $10,000 Since Anthem's December 15, 2015 Report based on updated statements provided by Dennis	19	3675
Plaintiff's Exhibit 74- Spreadsheet showing Outflows more than $10,000 Since May, 2014	19	3676
Plaintiff's Exhibit 75- Spreadsheet showing payments to or on behalf of Dennis' Family Members since May, 2014	19	3677-3678
Plaintiff's Exhibit 76- Spreadsheet showing payments to Jennifer Steiner since September, 2014	19	3679-3682
Plaintiff's Exhibit 77- Email from Bob Gehlen dated November 25, 2015	19	3683-3685
Plaintiff's Exhibit 78- Email from Dennis to Robert Gehlen dated December 8, 2015	19	3686-3690

DOCUMENT	VOLUME	PAGE NO.
Plaintiff's Exhibit 79- Email from Ms. Varshney to Mr. Marks and Ms. Young re: Dennis Not adding Gabrielle to the UBS Account dated December 2, 2015	19	3691-3696
Plaintiff's Exhibit 80- Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner filed on June 11, 2015	19	3697-3720
Plaintiff's Exhibit 87- Letter from Ms. Varshney to Mr. Marks re: Deficiencies in documents From DaVita dated October 1, 2015	19	3721-3725
Plaintiff's Exhibit 88- Letter from Mr. Jimmerson to Mr. Smith re: Dennis' intent to sell stock Options dated June 12, 2015	19	3726
Plaintiff's Exhibit 89- Letter from Mr. Smith to Mr. Marks re: Sale of Dennis' Stock Options Dated August 14, 2015	19	3727-3729
Plaintiff's Exhibit 90- Letter from Mr. Marks to Mr. Smith re: Subpoena to DaVita jeopardizing Dennis' position dated September 2, 2015	19	3730-3731
Plaintiff's Exhibit 91- 2008 Annual Proxy Statement	19	3732-3807
Plaintiff's Exhibit 92- 2009 Annual Proxy Statement	20	3808-3873
Plaintiff's Exhibit 93- 2010 Annual Proxy Statement	20	3874-3959
Plaintiff's Exhibit 94- 2011 Annual Proxy Statement	21	3960-4081
Plaintiff's Exhibit 95- 2012 Annual Proxy Statement	21	4082-4202
Plaintiff's Exhibit 96- 2013 Annual Proxy Statement	22	4203-4298
Plaintiff's Exhibit 97- 2014 Annual Proxy Statement	22	4299-4432
Plaintiff's Exhibit 98- 2015 Annual Proxy Statement	23	4433-4526
Plaintiff's Exhibit 100- Radford J. Smith, Chartered's Billing Statements	23	4527-4560
Plaintiff's Exhibit 101- Marc Herman's Billing Statements	23	4561
Plaintiff's Exhibit 102- Anthem Forensic's Billing Statements	23	4562-4627
Plaintiff's Exhibit 103- Clark Barthol's Billing Statements	23	4628
Plaintiff's Exhibit 107- Nadya Khapsalis' Facebook printout	24	4629-4691
Plaintiff's Exhibit 111- Plaintiff's Third Set of Interrogatories to Defendant	24	4692-4709

DOCUMENT	VOLUME	PAGE NO.
Plaintiff's Exhibit 113- Plaintiff's Fourth Set of Interrogatories to Defendant	24	4710-4717
Plaintiff's Exhibit 116- Plaintiff's Sixth Set of Interrogatories to Defendant	24	4718-4761
Plaintiff's Exhibit 118- Summary of emails prepared by Plaintiff	24	4762-4765
Plaintiff's Exhibit 119- 2011 Tax Return	24	4766-4767
Plaintiff's Exhibit 120- 2012 Tax Return	24	4768-4772
Plaintiff's Exhibit 121- 2013 Tax Return	24	4773-4780
Plaintiff's Exhibit 122- 2014 Tax Return	24	4781-4784
Plaintiff's Exhibit 123- Kogod equity analysis	24	4785
Plaintiff's Exhibit 124- Dist. Comm prop as of February 2016	24	4786-4788
Plaintiff's Exhibit 125- 9/11/15 Certified Transcripts of Deposition of Nadyane Khapsalis Kogod	25	4789-5065
Plaintiff's Exhibit 125- Continued 9/11/15 Certified Transcripts of Deposition of Nadyane Khapsalis Kogod	26	5066-5170
Plaintiff's Exhibit 126- 9/15/15 Deposition of Patricia Murphy	27	5171-5305
Plaintiff's Exhibit 127- 9/26/15 Deposition of Mitchell Kogod	28	5306-5498
Plaintiff's Exhibit 128- 9/25/15 Deposition of Marsha Kogod	29	5499-5592
Plaintiff's Exhibit 129- 9/25/15 Deposition of Sheldon Kogod	29	5593-5745
Plaintiff's Exhibit 130- 9/26/15 Deposition of Dana Kogod	30	5746-5832
Plaintiff's Exhibit 131- 12/10/15 Deposition of Jennifer Crute Steiner	31	5833-6019
Plaintiff's Exhibit 132- Gabrielle's Ann Taylor Loft X5363 dated February 22, 2016	32	6020-6023
Plaintiff's Exhibit 132-2- Marc Herman's Curriculum Vitae	41	7984
Plaintiff's Exhibit 132-5- Gabrielle's expert, Mr. Marc Herman's updated Appraisal dated January 30, 2016	41	7985-8021
Plaintiff's Exhibit 132-6- Dennis' expert, Ms. Jennifer L. Bosco's appraisal Dated March 7, 2016	41	8022-8041
Plaintiff's Exhibit 133- Gabrielle's Banana Republic Luxe X4713 Dated March 4, 2016	32	6024-6026

DOCUMENT	VOLUME	PAGE NO.
Plaintiff's Exhibit 134- Gabrielle's Discover Card X5161 dated February 11, 2016	32	6027-6029
Plaintiff's Exhibit 135- Gabrielle's Discover Card X5161 dated March 11, 2016	32	6030-6033
Plaintiff's Exhibit 136- Gabrielle's Kohl's Card X2557 Dated January 7, 2016	32	6034-6036
Plaintiff's Exhibit 137- Gabrielle's Kohl Statement X2557 dated February 5, 2016	32	6037-6039
Plaintiff's Exhibit 138- Gabrielle's American Express Statement X9677 dated February 12, 2016	32	6040-6042
Plaintiff's Exhibit 139- Gabrielle's Nordstrom X992 dated February 11, 2016	32	6043-6048
Plaintiff's Exhibit 140- Gabrielle's Nordstrom X992 dated March 13, 2016	32	6049-6052
Plaintiff's Exhibit 141- Bank of America Merrill Lynch X0129 Statement dated March 1, 2016 through March 31, 2016	32	6053-6058
Plaintiff's Exhibit 142- Bank of America Merrill Lynch X6446 Statement Dated February 29, 2016	32	6059-6066
Plaintiff's Exhibit 143- Bank of America Merrill Lynch primary account 7GS-10588 dated February 29, 2016 (also includes secondary accounts 7GS-10637, 7GS-10588, 7GS-10093)	32	6067-6124
Plaintiff's Exhibit 144- Gabrielle's UBS account FN-20329 GM Dated March, 2016	32	6125-6132
Plaintiff's Exhibit 145- Gabrielle's UBS account FN 13134 GM Dated March, 2016	32	6133-6146
Plaintiff's Exhibit 146- Gabrielle's UBS account FN 12743 GM Dated March, 2016	32	6147-6160
Plaintiff's Motion to Compel Discovery, For Sanctions, and Attorney's Fees and Costs filed on June 21, 2016	42	8072-8081
Plaintiff's Opposition to Defendant's Motion to Stay Enforcement Of Decree of Divorce and for Other Related Relief and Countermotion for Attorney's Fees filed on October 12, 2016	46	9149-9166
Reply to Counterclaim for Divorce filed on December 5, 2014	1	25-27

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DOCUMENT	VOLUME	PAGE NO.
Reply in Support of Motion for an Order to Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioner's Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs; and Opposition to Countermotion for sanctions and Attorney's Fees filed on October 12, 2015	2	336-345
Reply in Support of Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, and Opposition to Plaintiff's Countermotion for Protective Order filed on January 13, 2016	3	583-586
Reply to Plaintiff's Motion to Compel Discovery, for Sanctions, Attorney's Fees and Costs and Opposition to Countermotion for Sanctions, Attorney's Fees and Costs filed on July 13, 2016	42	8154-8192
Reply in Support of Motion to Stay Enforcement of Decree of Divorce and For Other Related Relief; and Opposition to Countermotion for Attorney's fees filed on October 14, 2016	46	9175-9180
Reply to Opposition to Motion for Attorney's Fees and Costs filed on October 17, 2016	46	9181-9186
Stipulation and Order filed on August 10, 2015	1	201-204
Stipulation and Order filed on December 15, 2015	2	405-406
Summons filed on May 15, 2014	1	17-18
Supplemental Billing Statements of Attorney's Fees and Costs filed on March 11, 2016	40	7708-7720
Supplement to Plaintiff's Motion for Attorney's Fees and Costs filed on September 21, 2016	46	8945-9027
Transcript Re: All Pending Motions (Hearing on June 26, 2015) filed on July 9, 2015	1	179-200
Transcript Re: Motion to Stay (Hearing on Wednesday September 21, 2016) filed on December 29, 2016	2	275-286
Transcript Re: All Pending Motions (Hearing on Wednesday October 14, 2015) filed on December 29, 2016	2	346-393
Transcript Re: All Pending Motions (Hearing on Friday January 15, 2016) filed on December 29, 2016	3	587-646
Transcript Re: All Pending Motions (Hearing on Wednesday, February 17, 2016) filed on December 29, 2016	4	739-779
Transcript Re: Non-Jury Trial (Tuesday, February 23, 2016) filed on April 28, 2016	5	861-1037

DOCUMENT	VOLUME	PAGE NO.
Transcript Re: Non-Jury Trial (Wednesday, February 24, 2016) filed on April 28, 2016	6	1038-1222
Transcript Re: Non-Jury Trial Vol. I (Thursday, February 25, 2016) filed on April 28, 2016	7	1223-1399
Transcript Re: Non-Jury Trial Vol. II (Thursday, February 25, 2016) filed on April 28, 2016	8	1400-1592
Transcript Re: Non-Jury Trial Vol. I (Friday, February 26, 2016) filed on April 28, 2016	9	1593-1766
Transcript Re: Non-Jury Trial Vol. II (Friday, February 26, 2016) filed on April 28, 2016	10	1767- 1875
Transcript Re: Status Check (Hearing on Wednesday April 6, 2016) Filed on April 28, 2016	40	7740-7808
Transcript Re: Hearing (Hearing on Wednesday May 4, 2016) Filed on December 29, 2016	41	7809-7979
Transcript Re: All Pending Motions (Hearing on Wednesday July 13, 2016) Filed on December 29, 2016	42	8193-8241
Transcript Re: All Pending Motions (Hearing on Tuesday October 18, 2016) filed on December 29, 2016	47	9187-9271

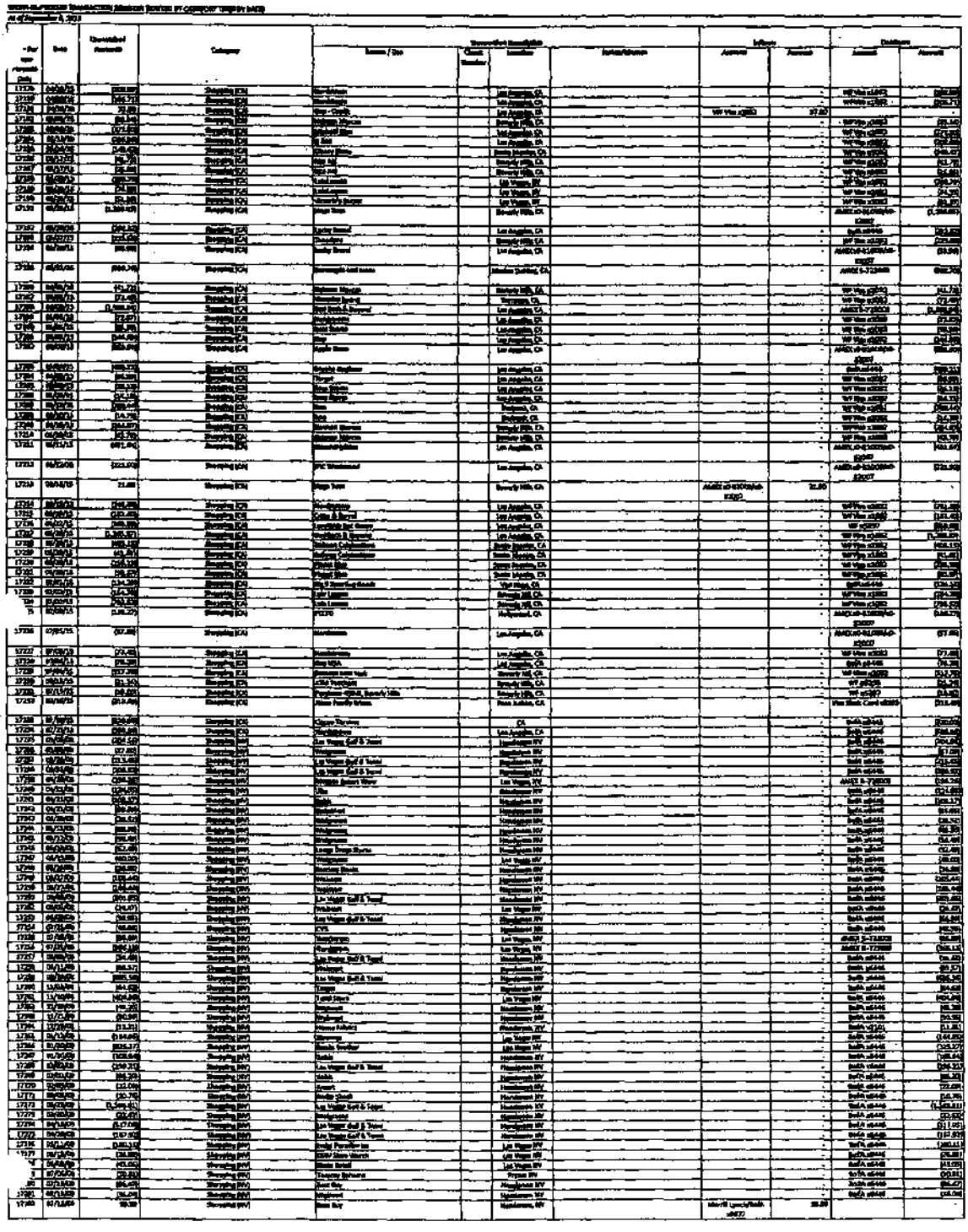
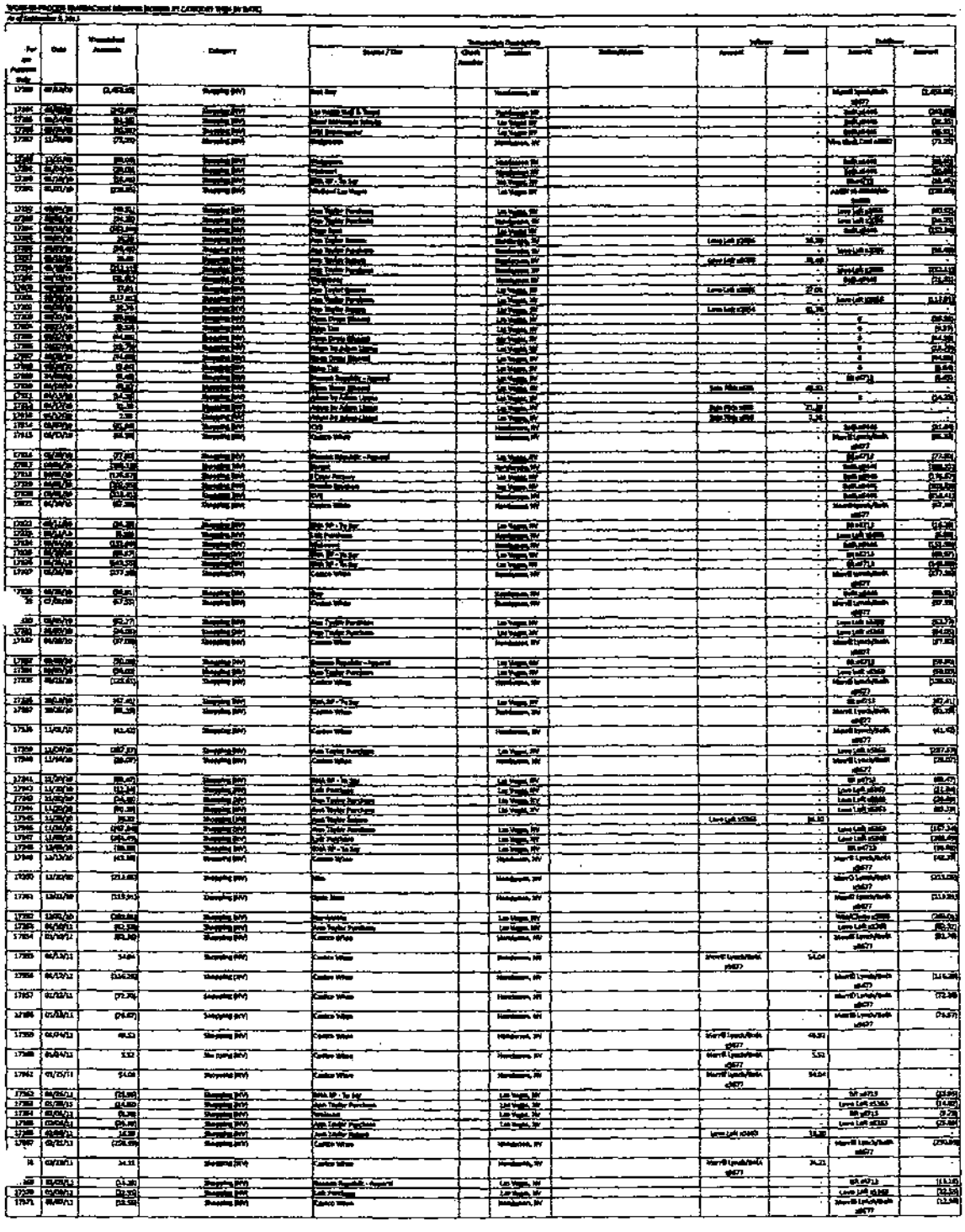


Exhibit 3U.200



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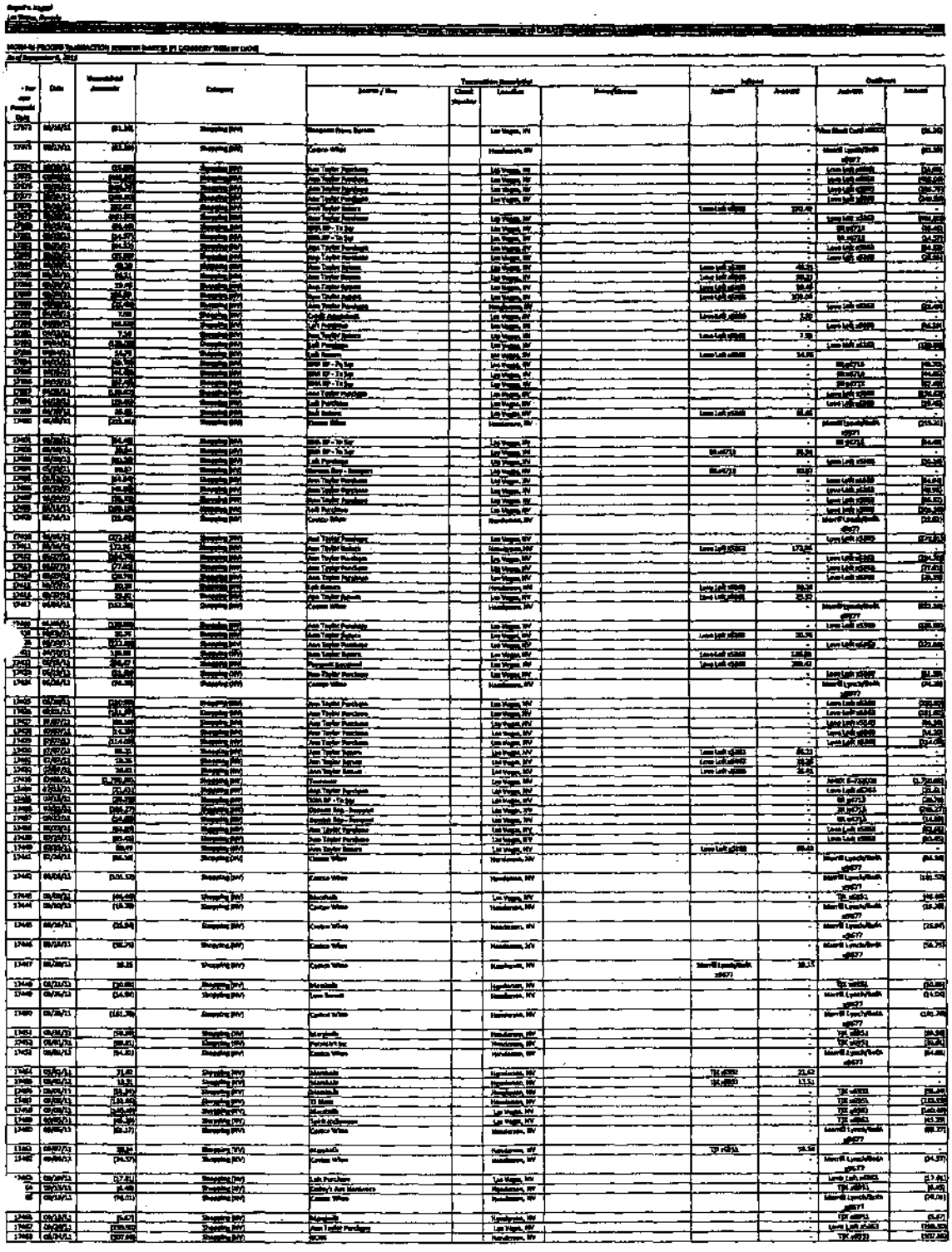

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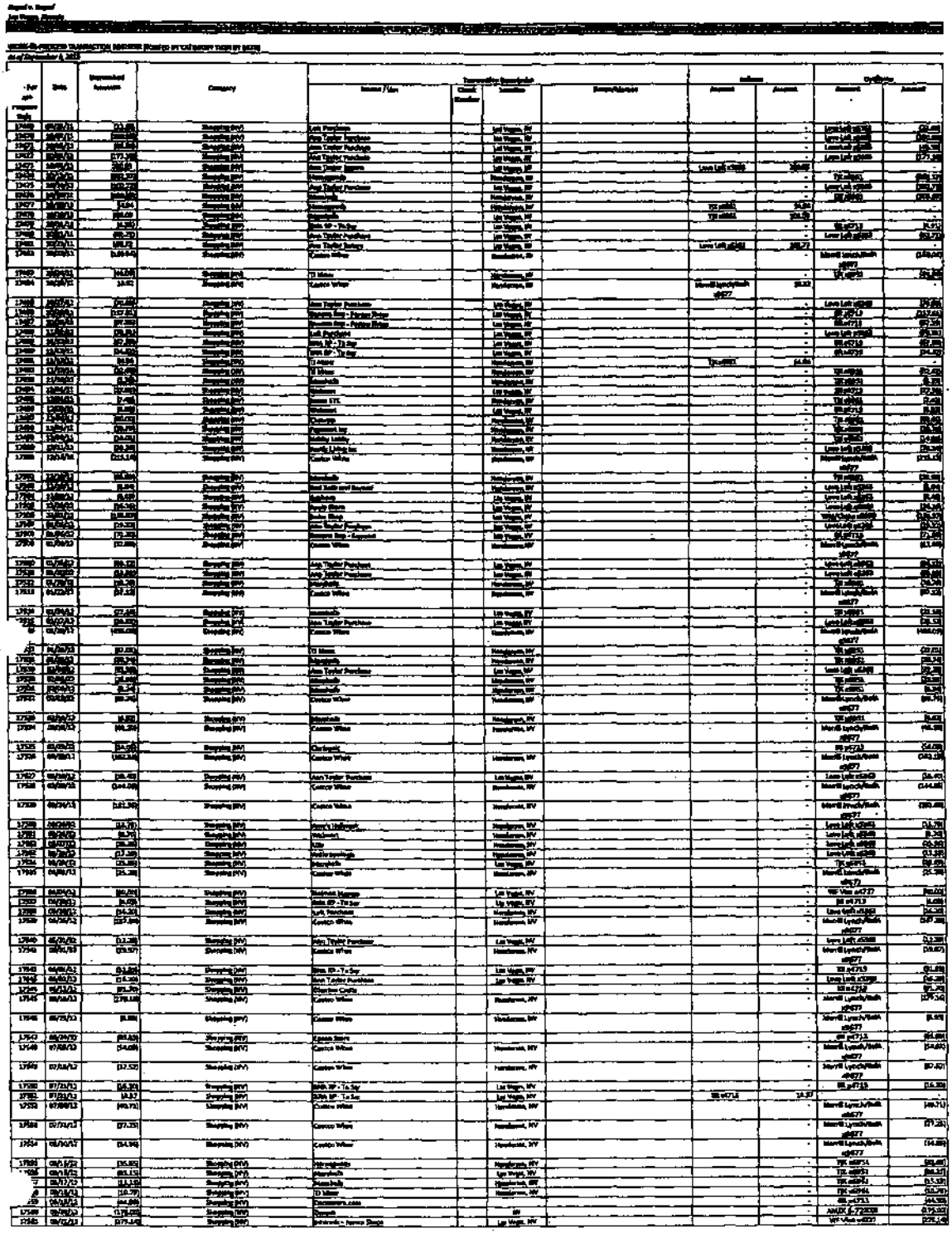

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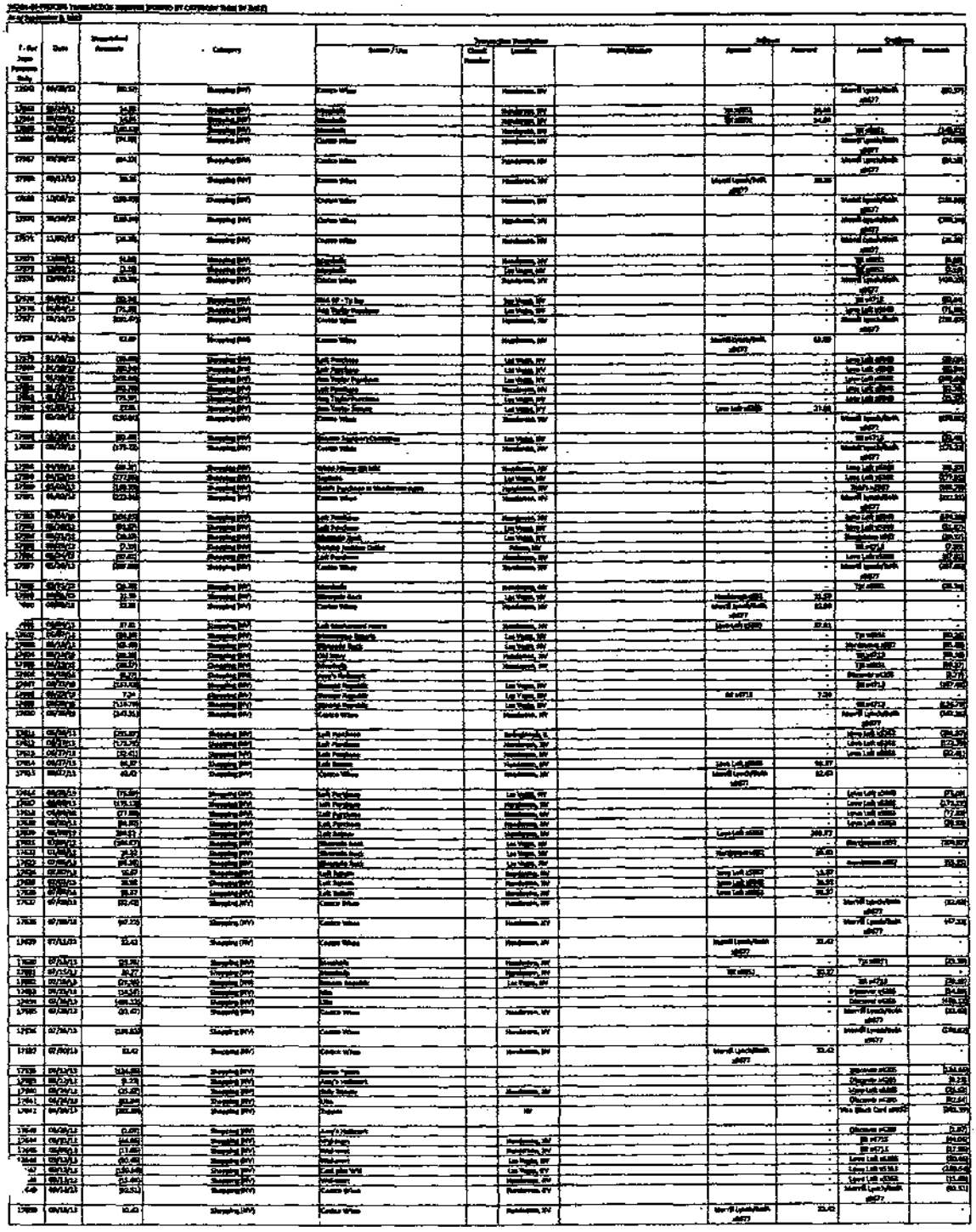

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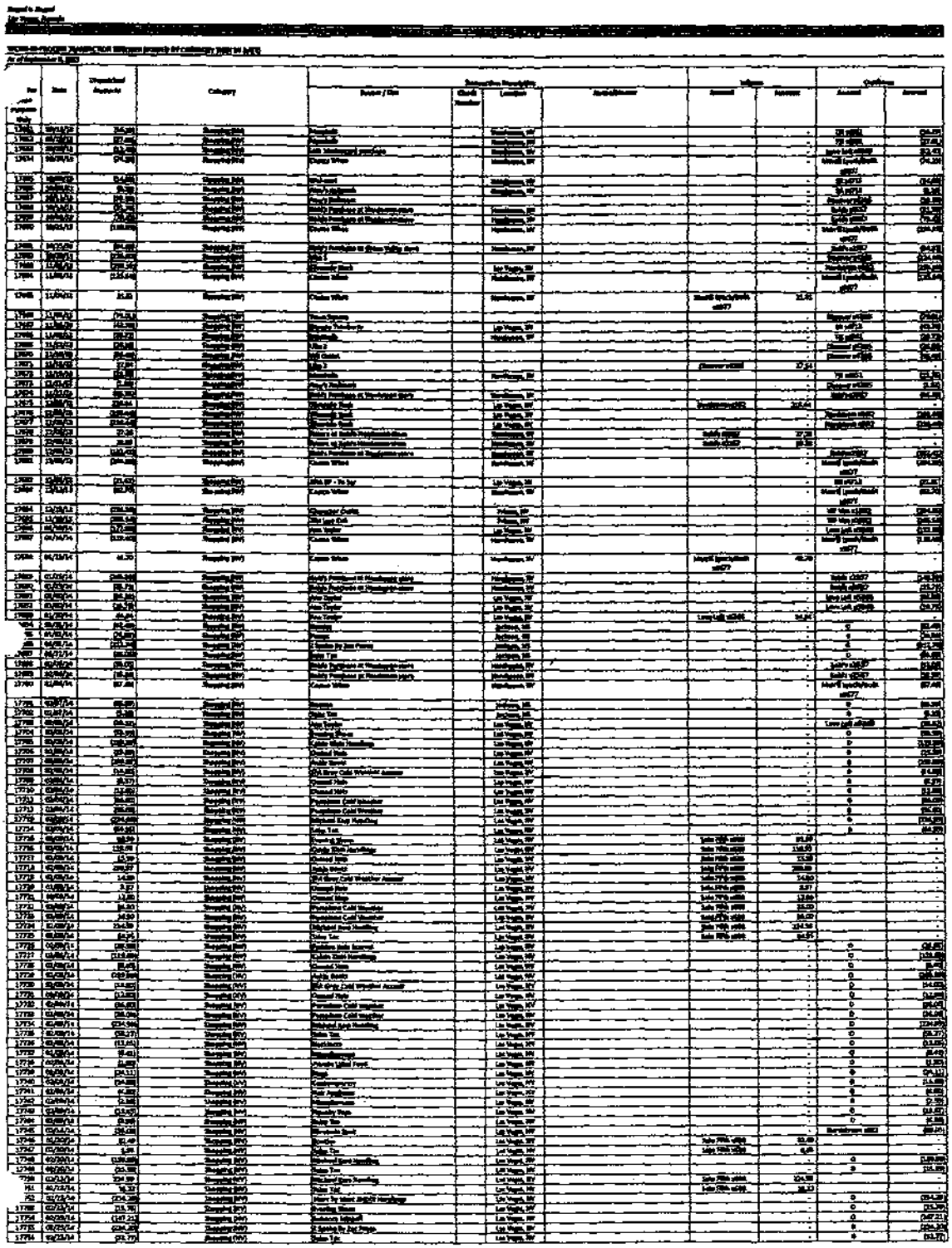

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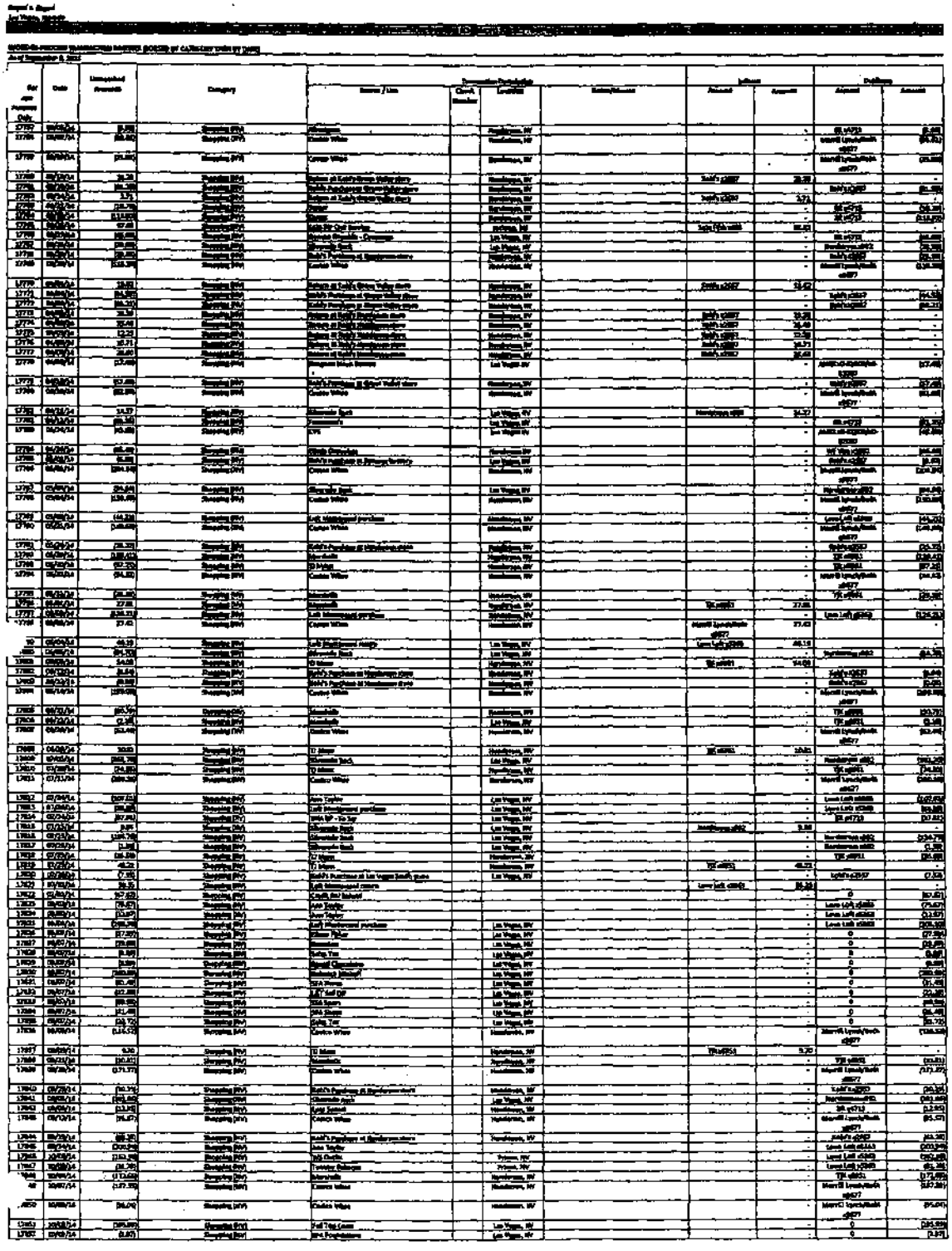

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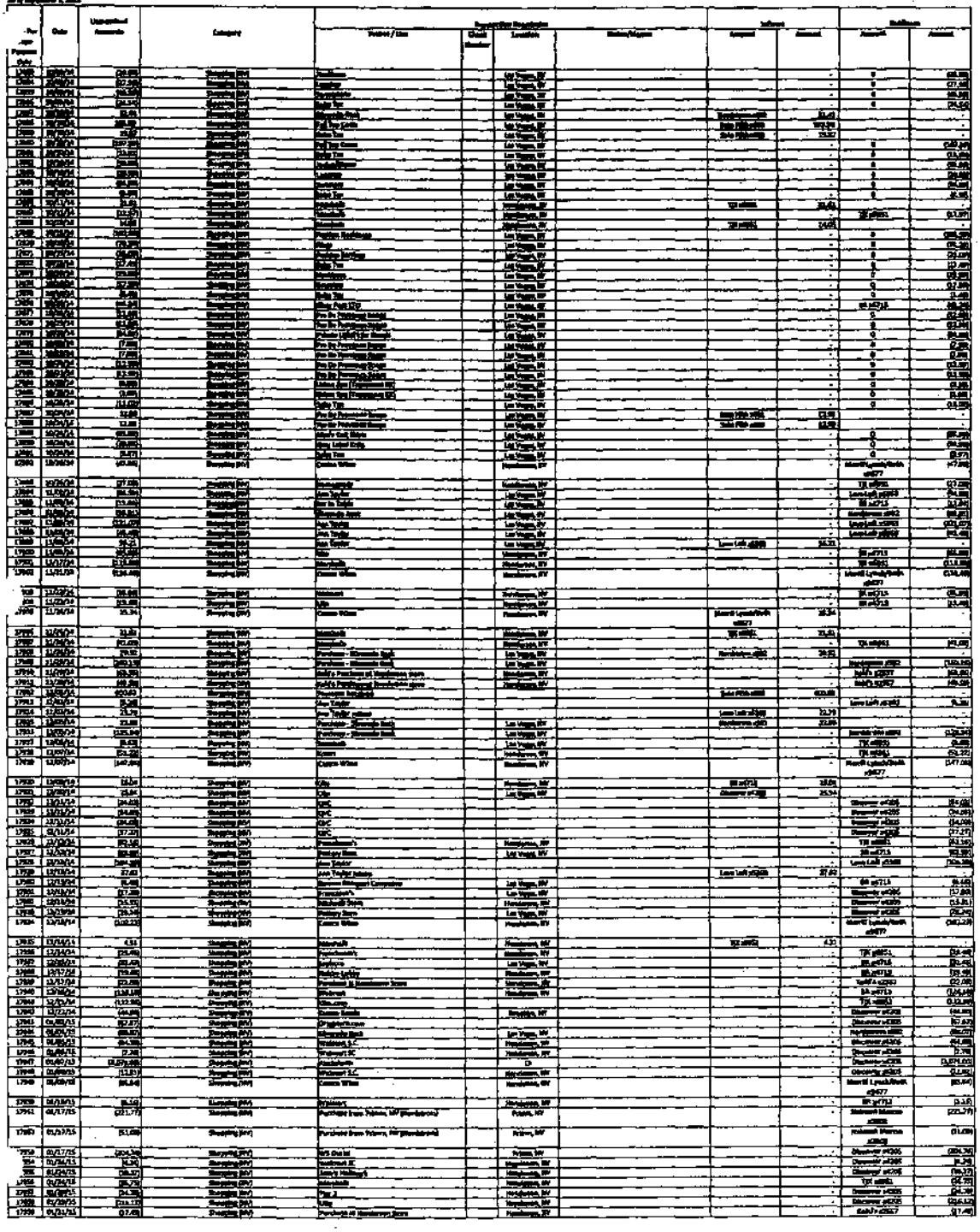

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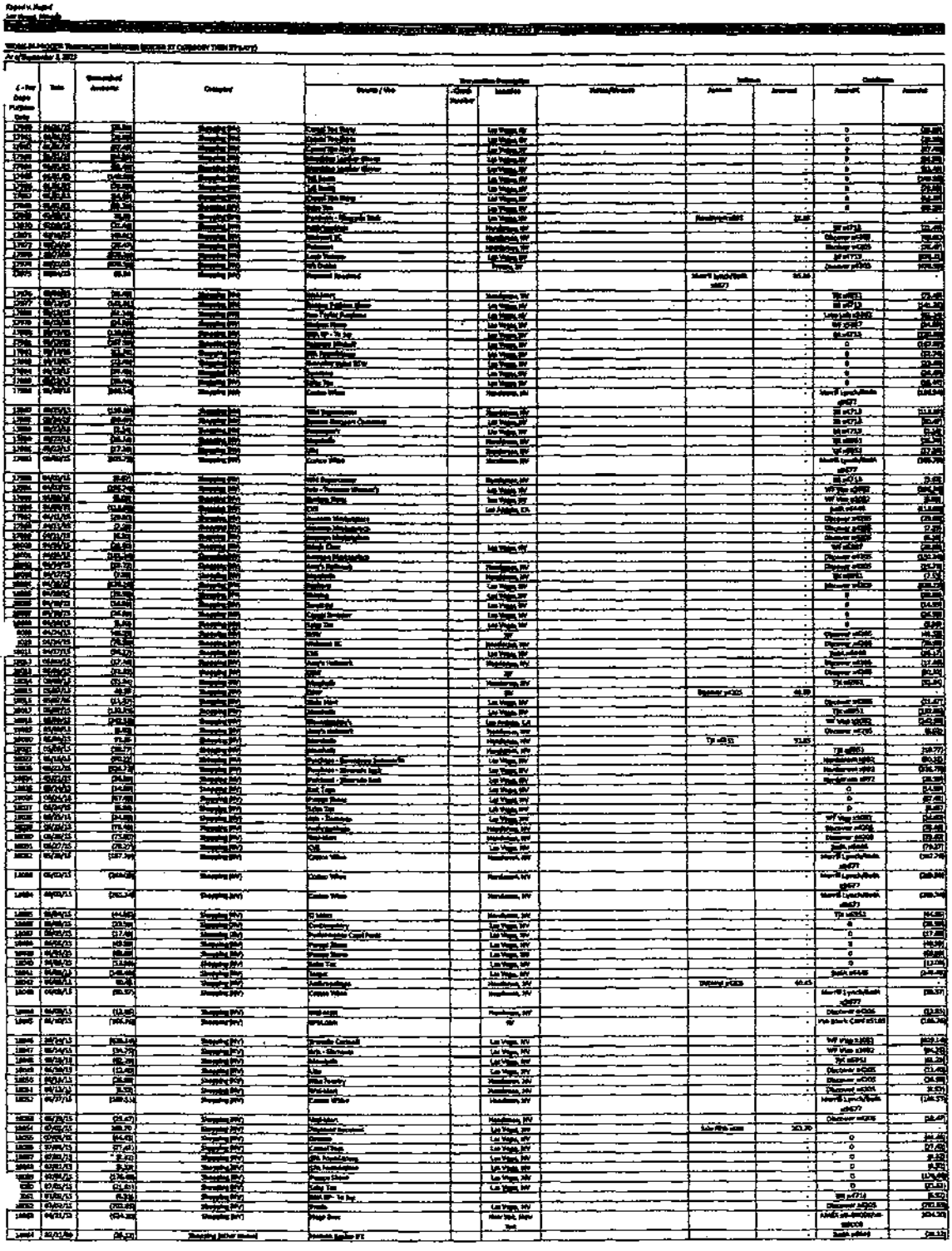

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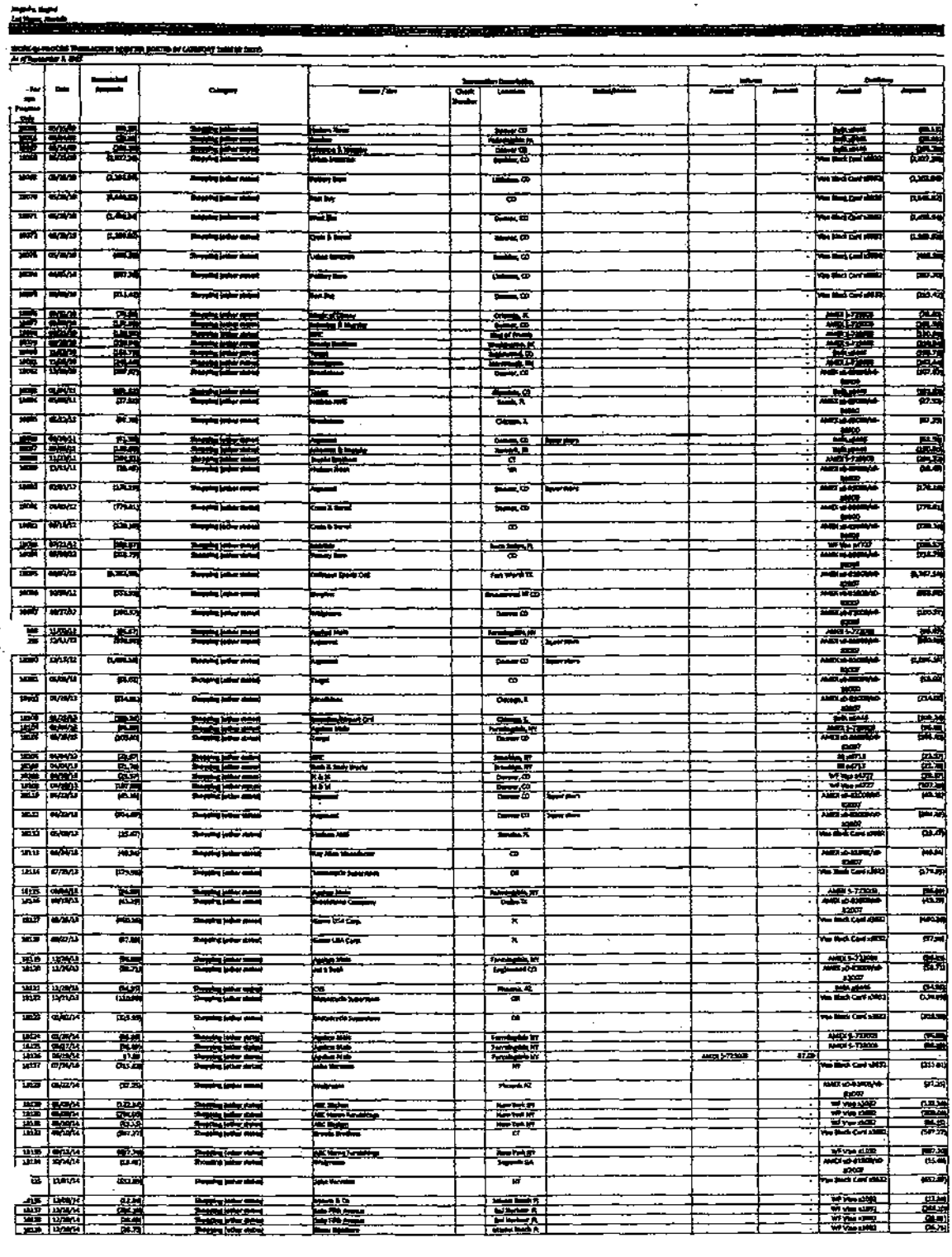

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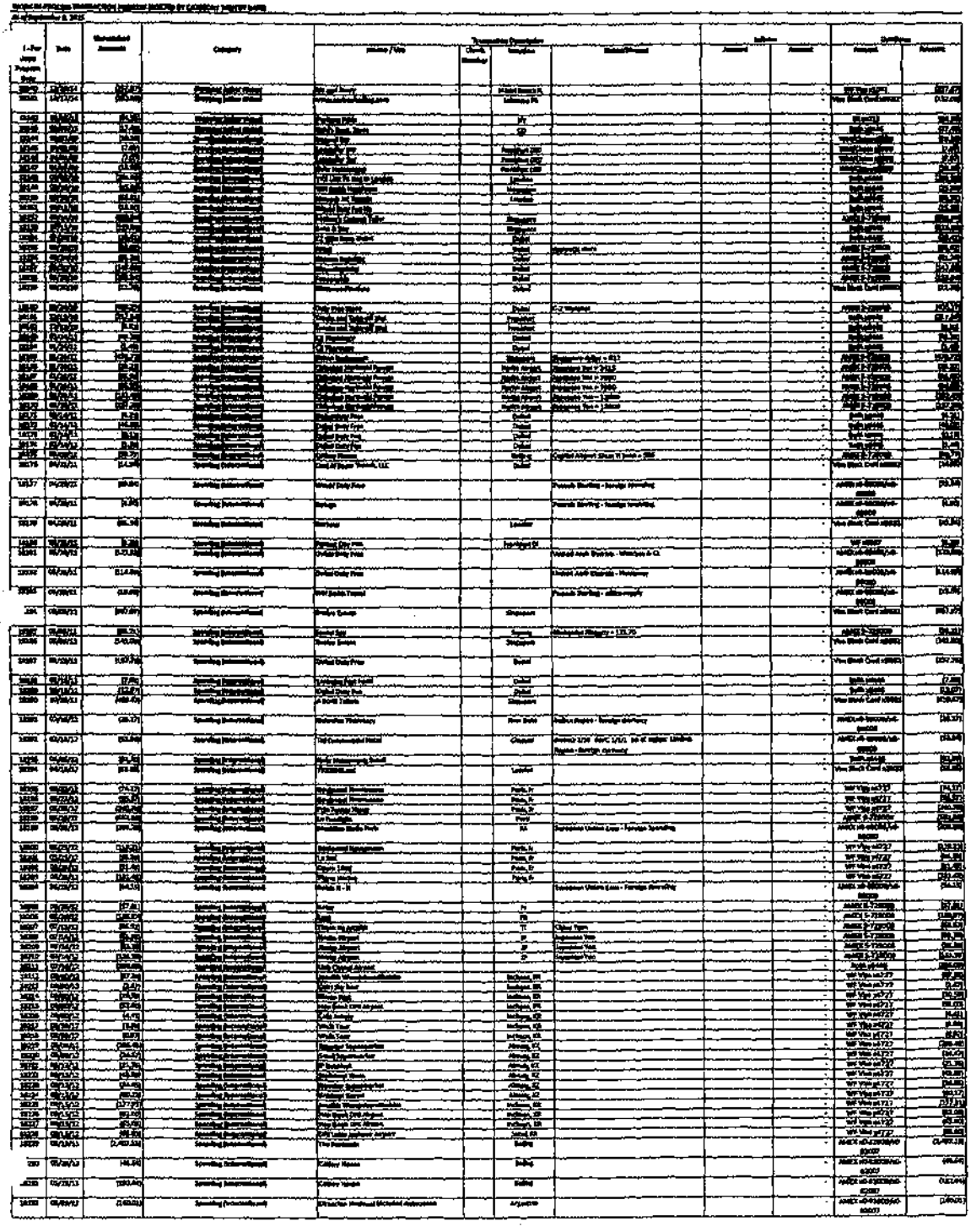

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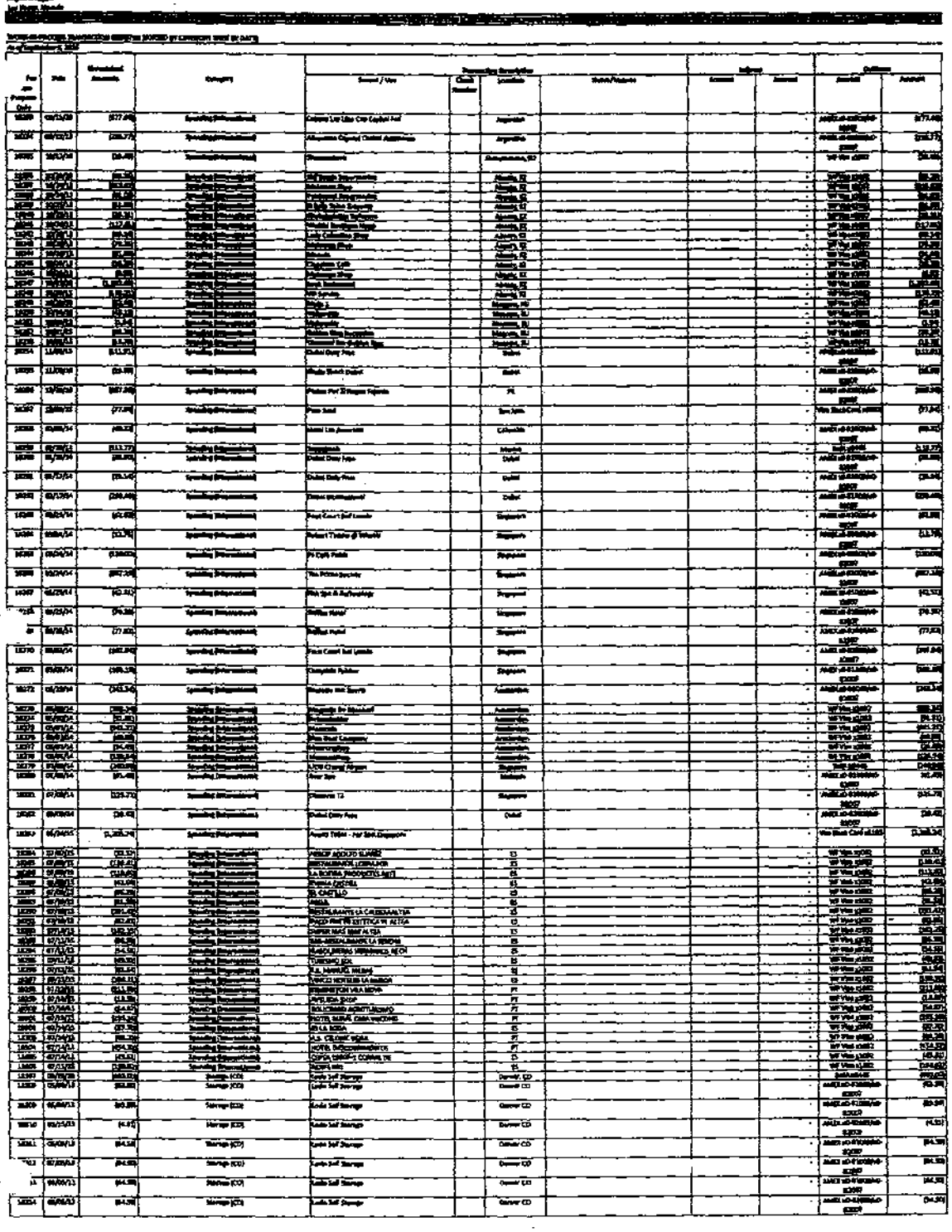

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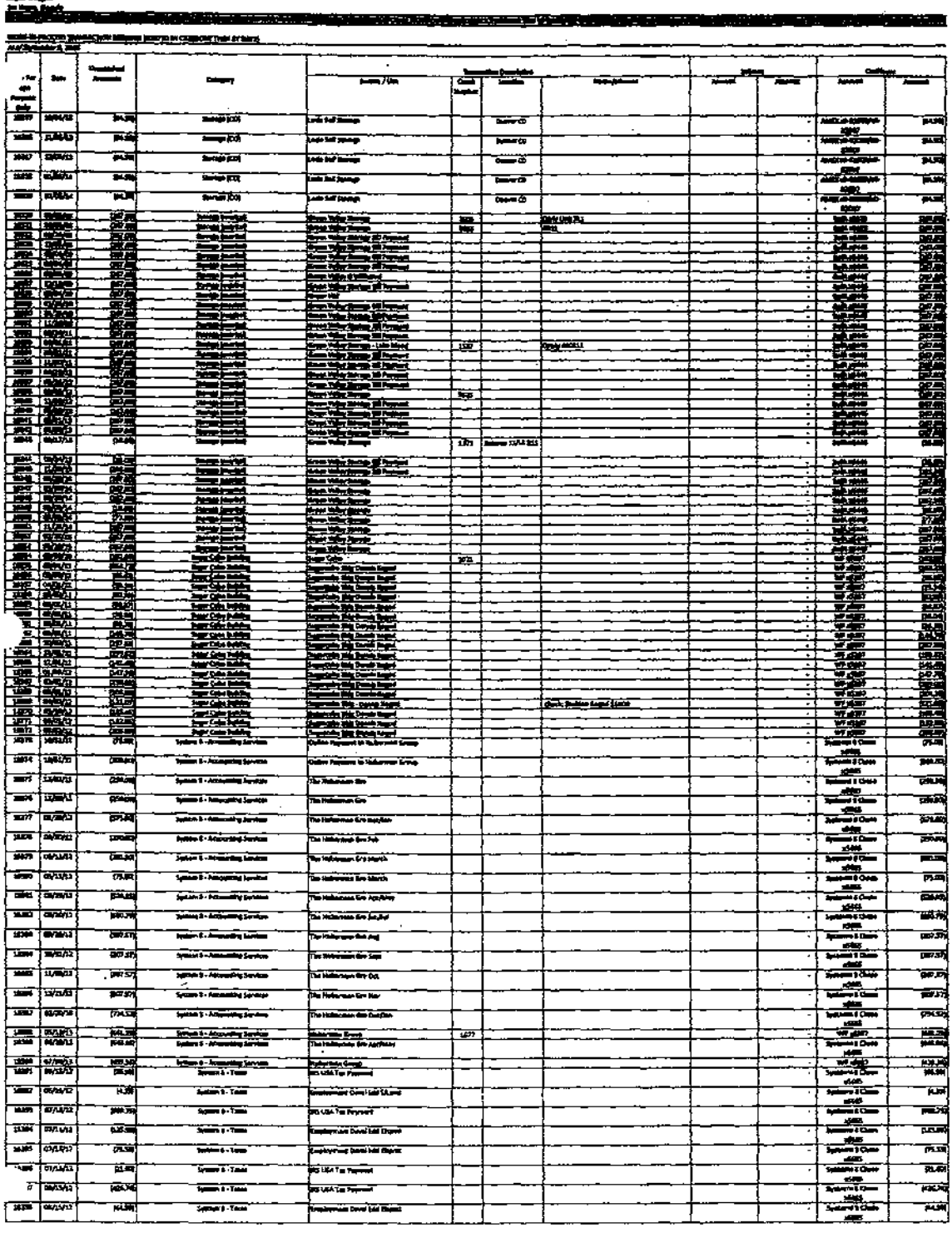


Exhibit 3U.212

[redacted]

[redacted]

[redacted]

Per or program Only	Date	Unreimbursed Amounts	Category	Transaction Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Note/Reason	Account	Amount	Account	Amount
18468	09/2013	($34,113)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($34,113)
18469	09/2013	($21,750)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($21,750)
18470	09/2013	($80,140)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($80,140)
18469	10/2013	($58,500)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($58,500)
18470	10/2013	($27,852)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($27,852)
18469	10/2013	($13,350)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($13,350)
18470	10/2013	($84,345)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($84,345)
18469	11/2013	($28,875)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($28,875)
18470	11/2013	($1,864,921)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($1,864,921)
18469	12/2013	($93,000)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($93,000)
18470	12/2013	($35,460)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($35,460)
18469	01/2014	($2,325)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($2,325)
18470	01/2014	($68,250)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($68,250)
18469	02/2014	($28,177)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($28,177)
18470	02/2014	($15,000)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($15,000)
18469	03/2014	($284,250)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($284,250)
18470	03/2014	($48,344)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($48,344)
18469	04/2014	($117,000)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($117,000)
18470	04/2014	($6,375)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($6,375)
18470	04/2014	($20,150)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($20,150)
18469	04/2014	($9,360)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($9,360)
18470	05/2014	($89,415)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($89,415)
18469	05/2014	($15,000)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($15,000)
18470	06/2014	($374,625)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($374,625)
18469	06/2014	($4,680)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($4,680)
18470	07/2014	($188,000)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($188,000)
18469	07/2014	($138,000)	System 8 - Taxes	Employment Bond 944 Report						System 8 Class x8888	($138,000)
18470	08/2014	($84,240)	System 8 - Taxes	IRS USA Tax Payment						System 8 Class x8888	($84,240)
18437	08/15/14	($7,500)	System 8 - Taxes	Employment Bond 941 Report						System 8 Class x8888	($7,500)
18438	08/20/14	($2,000,000)	System 8 Flight Club	System 8 Flight Club	1175					WF x5287	($2,000,000)
18439	08/18/14	($20,000,000)	System 8 Flight Club	System 8 Flight Club	1179			System 8 Class x8888	$0,000.00	WF x5287	($20,000,000)
18440	09/08/14	($8,000,000)	System 8 Flight Club	System 8 Flight Club	1212			System 8 Class x8888	$,000.00	WF x5287	($8,000,000)
18441	09/17/14	($8,000,000)	System 8 Flight Club	System 8 Flight Club	1211			System 8 Class x8888	$,000.00	WF x5287	($8,000,000)
18442	10/14/14	($4,000,000)	System 8 Flight Club	System 8 Flight Club	1294			System 8 Class x8888	$,000.00	WF x5287	($4,000,000)
18443	11/20/14	($345,000)	System 8 Flight Club	System 8 Flight Club	1275					WF x5287	($345,000)
18434	01/09/15	($450,000)	System 8 Flight Club	System 8 Flight Club	1289					WF x5287	($450,000)
18435	02/09/15	($945,000)	System 8 Flight Club	System 8 Flight Club	1249					WF x5287	($945,000)
18436	03/13/15	($67,500)	System 8 Flight Club	System 8 Flight Club	1299					WF x5287	($67,500)
18437	03/19/15	($45,000)	System 8 Flight Club	System 8 Flight Club	1305					WF x5287	($45,000)
18438	03/24/15	($1,350,000)	System 8 Flight Club	System 8 Flight Club	1314					WF x5287	($1,350,000)
18439	03/26/15	($90,000)	System 8 Flight Club	System 8 Flight Club	1317					WF x5287	($90,000)
18440	04/09/15	($540,000)	System 8 Flight Club	System 8 Flight Club	1325					WF x5287	($540,000)
18441	04/09/15	($90,000)	System 8 Flight Club	System 8 Flight Club	1327					WF x5287	($90,000)
18442	04/09/15	($90,000)	System 8 Flight Club	System 8 Flight Club	1331					WF x5287	($90,000)
18444	05/07/15	($180,000)	System 8 Flight Club	System 8 Flight Club	1408			System 8 Class x8888	900.00	WF x5287	($180,000)
18445	05/26/15	($900,000)	System 8 Flight Club	System 8 Flight Club	1415					WF x5287	($900,000)
18446	05/26/15	($900,000)	System 8 Flight Club	System 8 Flight Club	1422					WF x5287	($900,000)
18447	05/26/15	($450,000)	System 8 Flight Club	System 8 Flight Club	1385					WF x5287	($450,000)
18448	07/09/15	($1,800,000)	System 8 Flight Club	System 8 Flight Club	1418			System 8 Class x8888	900.00	WF x5287	($900,000)
18449	07/16/15	($900,000)	System 8 Flight Club	System 8 Flight Club	1439					WF x5287	($900,000)
18450	07/22/15	($4,500,000)	System 8 Flight Club	System 8 Flight Club	1443			System 8 Class x8888	900.00	WF x5287	($900,000)
18451	08/05/15	($2,250,000)	System 8 Flight Club	System 8 Flight Club	1435			System 8 Class x8888	4,500.00	WF x5287	($4,500,000)
18452	08/14/15	($900,000)	System 8 Flight Club	System 8 Flight Club	1448					WF x5287	($900,000)
18453	08/21/15	($900,000)	System 8 Flight Club	System 8 Flight Club	1430					WF x5287	($900,000)
18454	08/28/15	($900,000)	System 8 Flight Club	System 8 Flight Club	1378					WF x5287	($900,000)
18455	09/09/15	($450,000)	System 8 Flight Club	System 8 Flight Club	1445					WF x5287	($450,000)
18456	09/09/15	($900,000)	System 8 Flight Club	System 8 Flight Club	1363					WF x5287	($900,000)
18457	11/13/15	($900,000)	System 8 Flight Club	System 8 Flight Club	1373					WF x5287	($900,000)
18458	12/13/15	($750,000)	System 8 Flight Club	System 8 Flight Club	1484			System 8 Class x8888	750.00	WF x5287	($750,000)
18459	12/17/15	($900,000)	System 8 Flight Club	System 8 Flight Club	1488			System 8 Class x8888	900.00	WF x5287	($900,000)
18460	12/18/15	($258,750)	System 8 - Cable	Online Payment to Time Warner Cable						System 8 Class x5555	($258,750)
18461	12/06/15	($214,500)	System 8 - Cable	Online Payment to Time Warner Cable						System 8 Class x5555	($214,500)
18462	12/09/15	($258,500)	System 8 - Cable	Online Payment to Time Warner Cable						System 8 Class x5555	($258,500)
18463	01/08/16	($258,500)	System 8 - Cable	Online Payment to Time Warner Cable						System 8 Class x5555	($258,500)
18464	01/08/16	($214,375)	System 8 - Cable	Online Payment to Time Warner Cable						System 8 Class x5555	($214,375)
18465	01/08/16	($257,250)	System 8 - Cable	Online Payment to Time Warner Cable						System 8 Class x5555	($257,250)
18466	01/11/16	($258,250)	System 8 - Cable	Online Payment to Time Warner Cable						System 8 Class x5555	($258,250)

Exhibit 3U.213

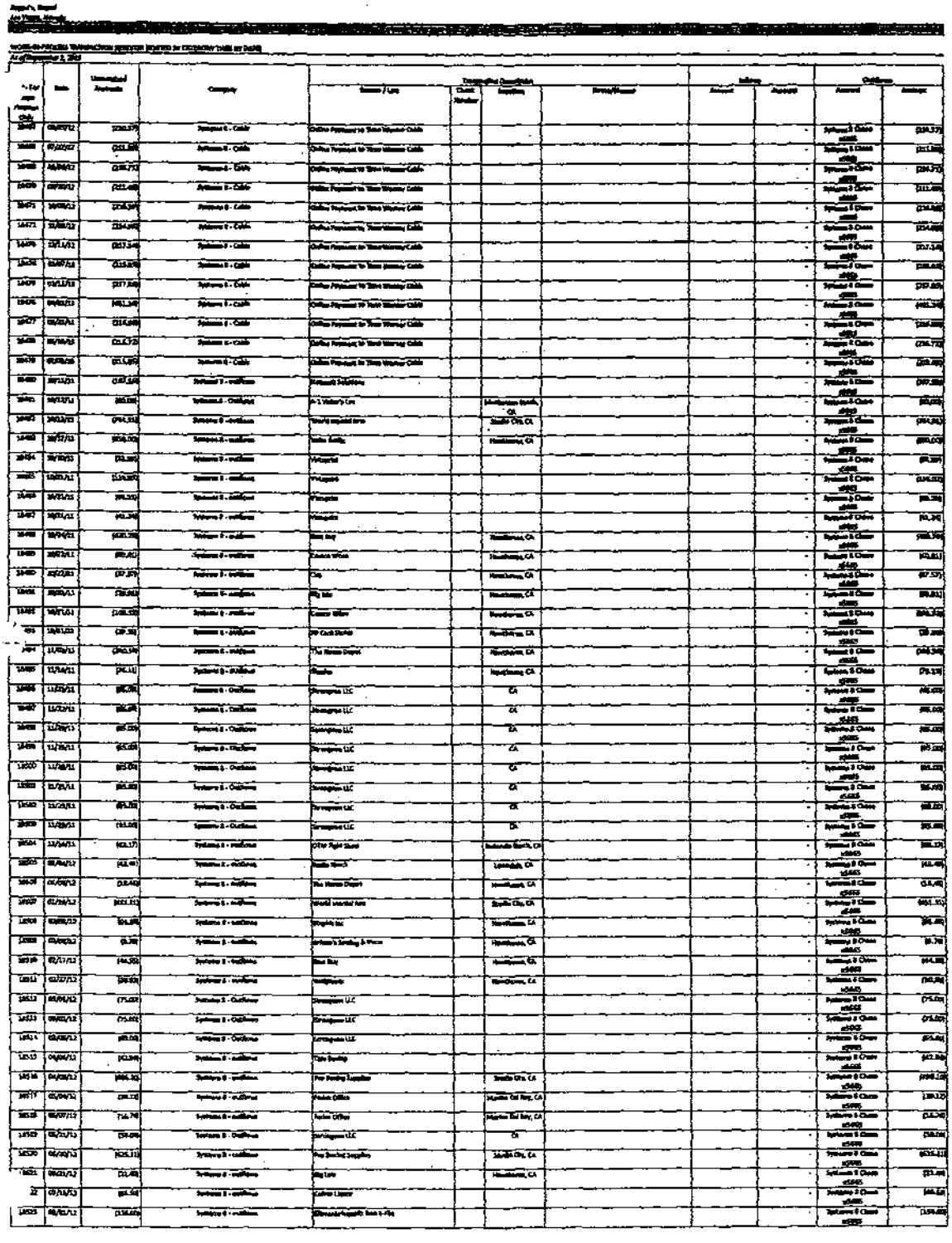


Exhibit 3U.214

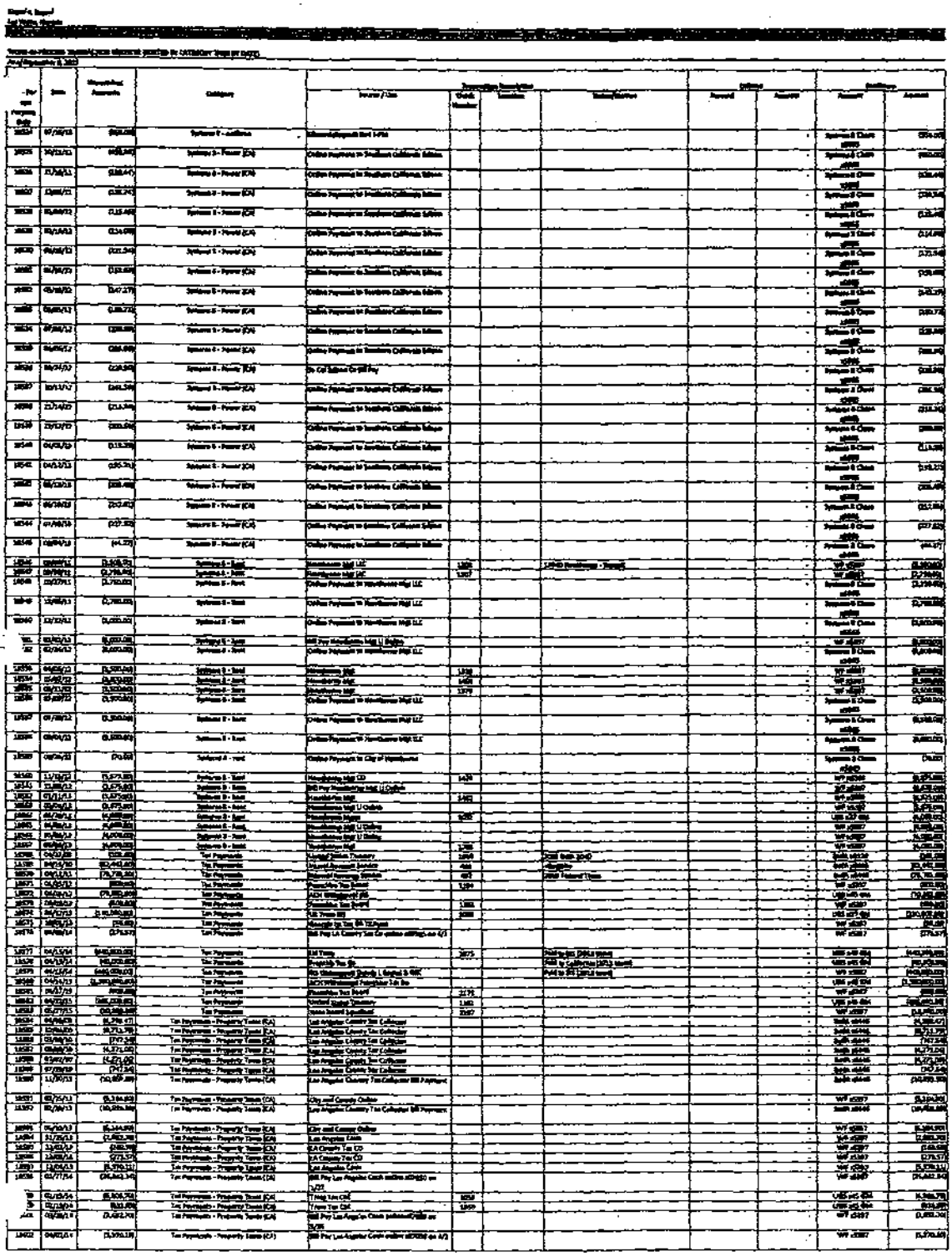


Exhibit 3U.215

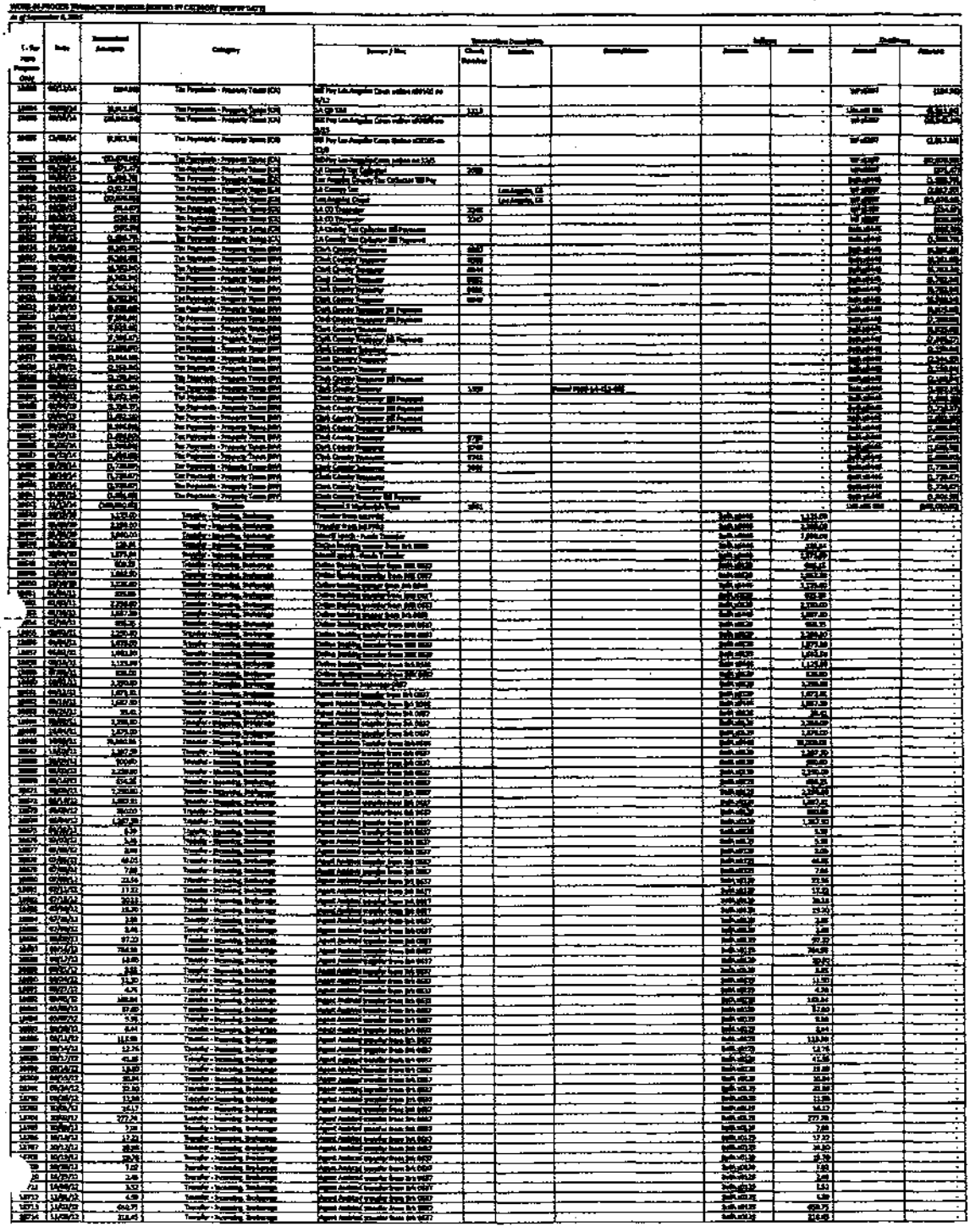


Exhibit 3U.216

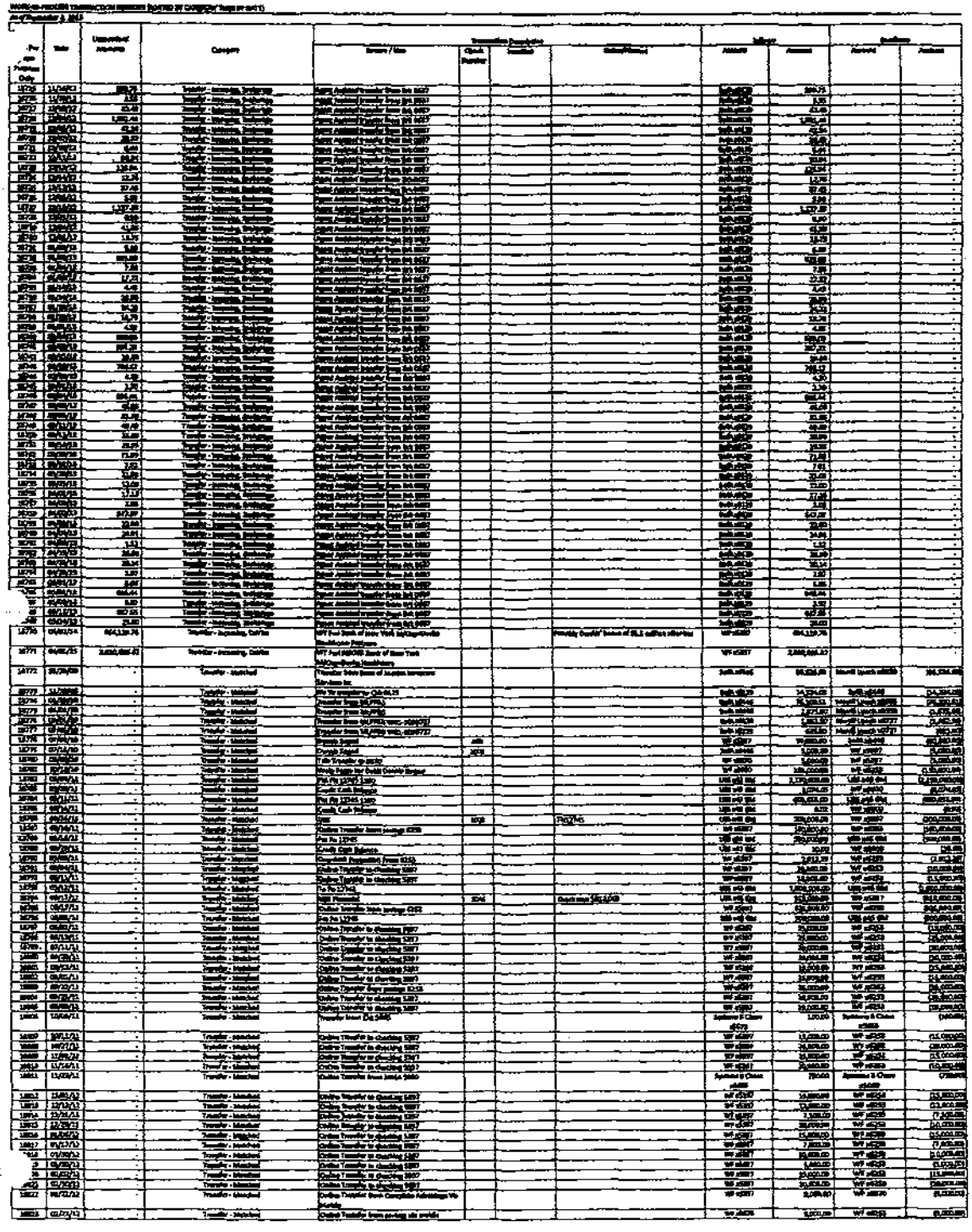


Exhibit 3U.217

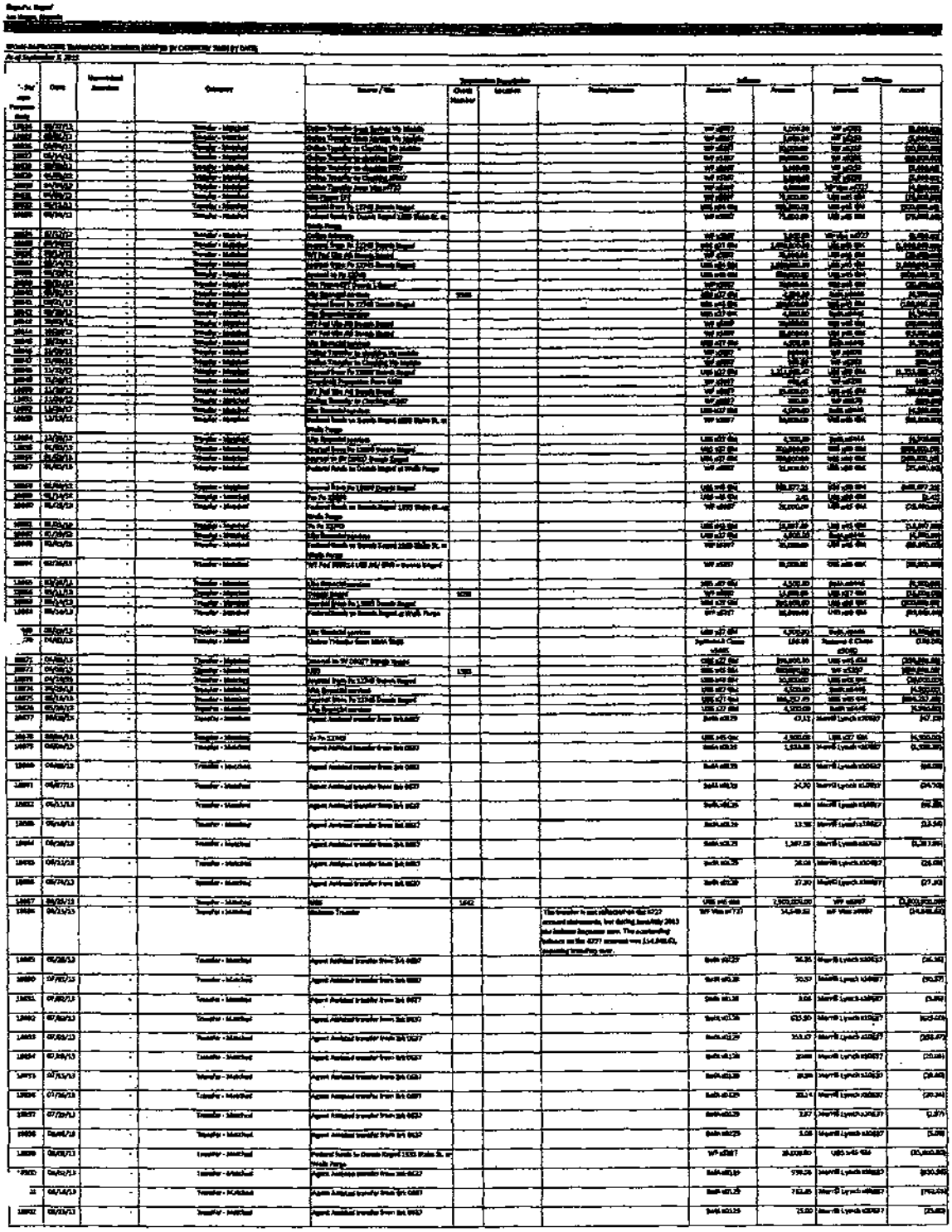


Exhibit 3U.218

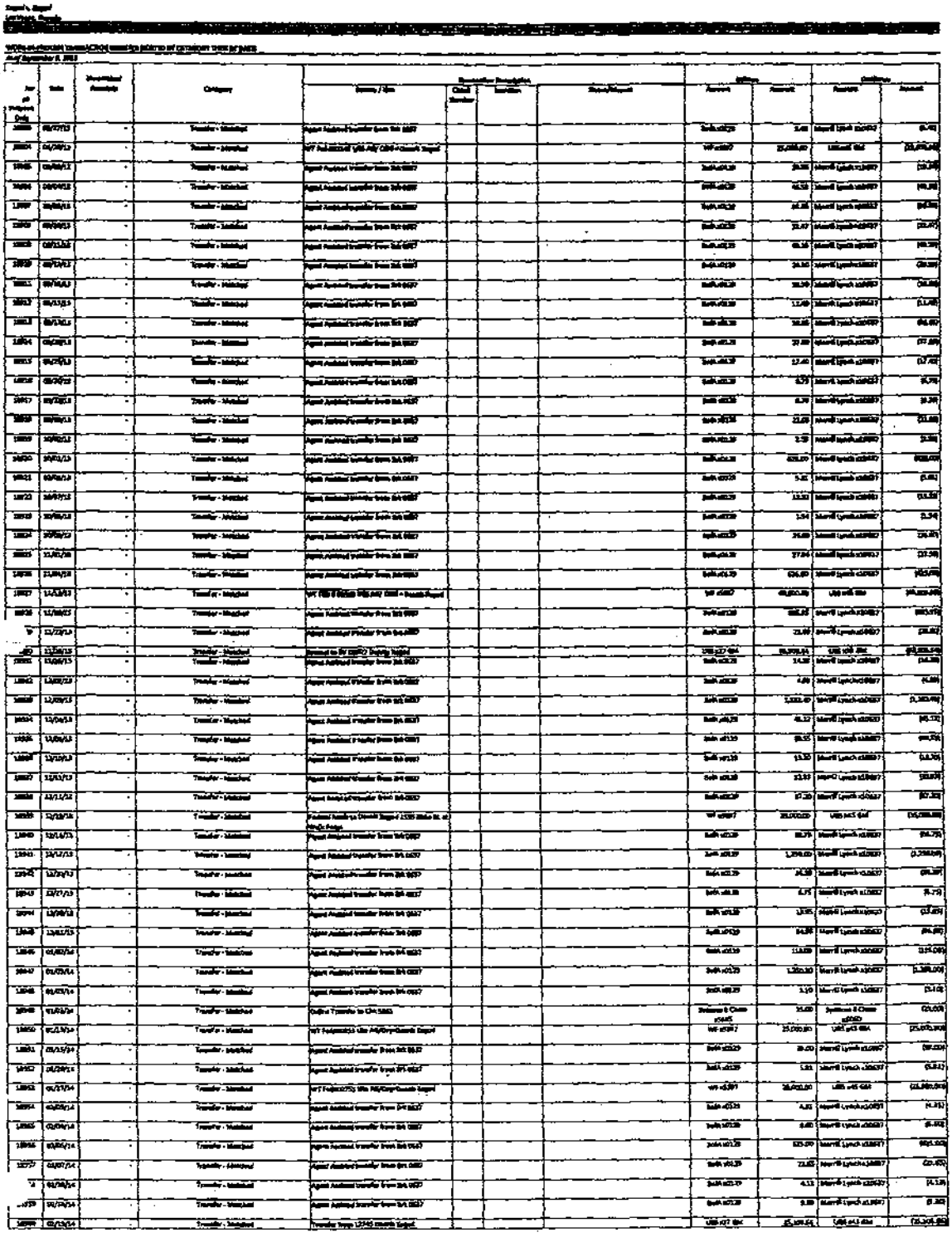


Exhibit 3U.219

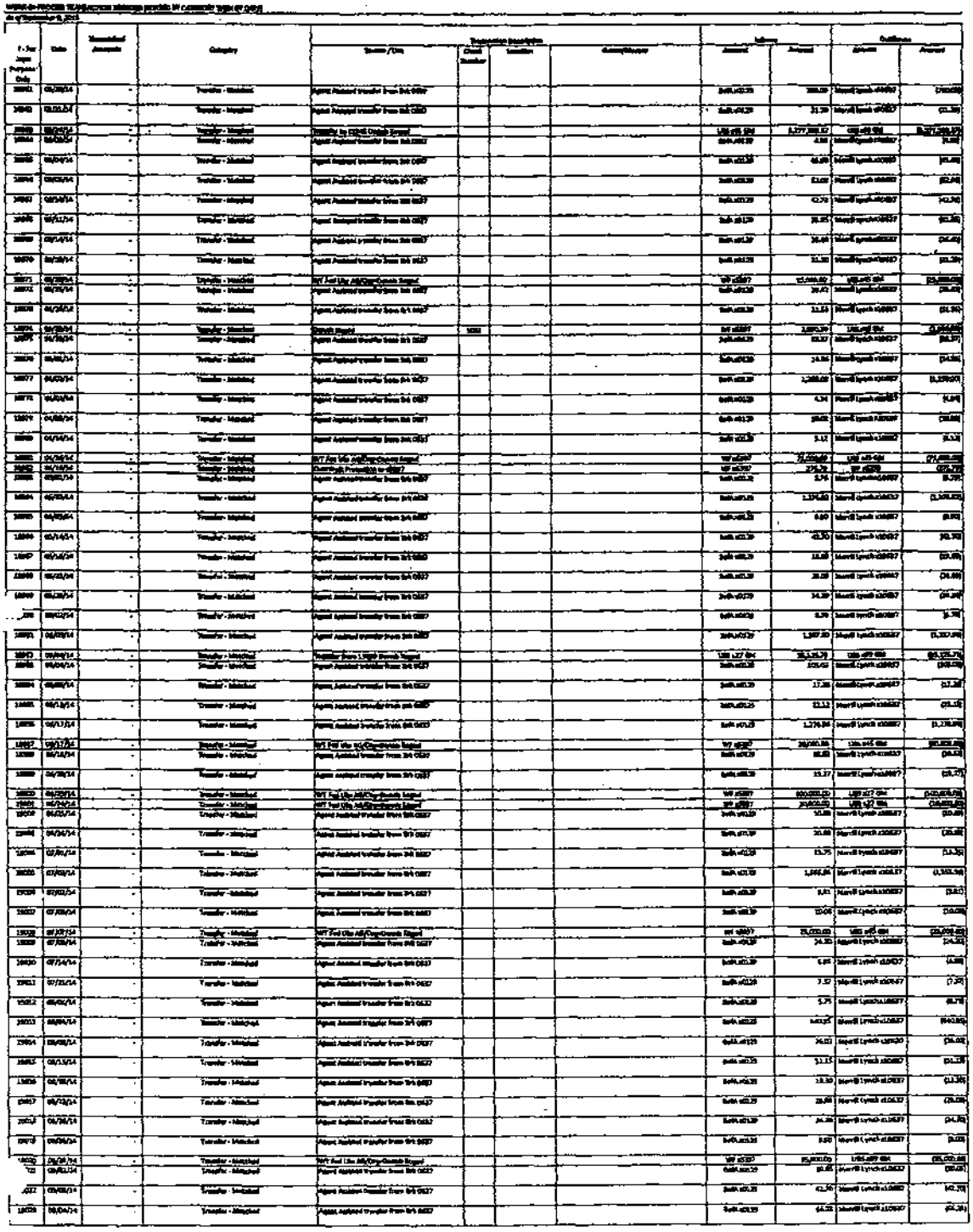


Exhibit 3U.220

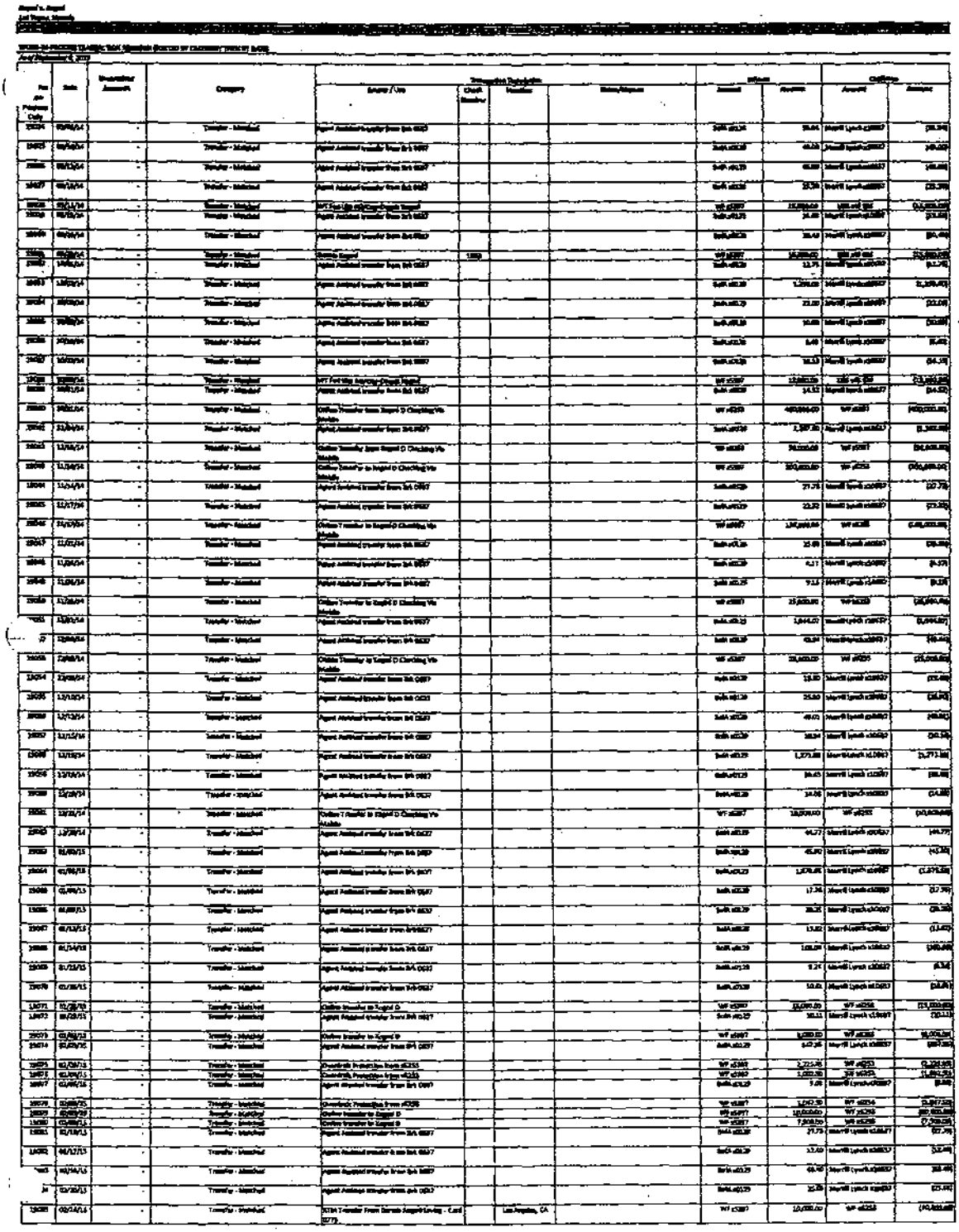


Exhibit 3U.221

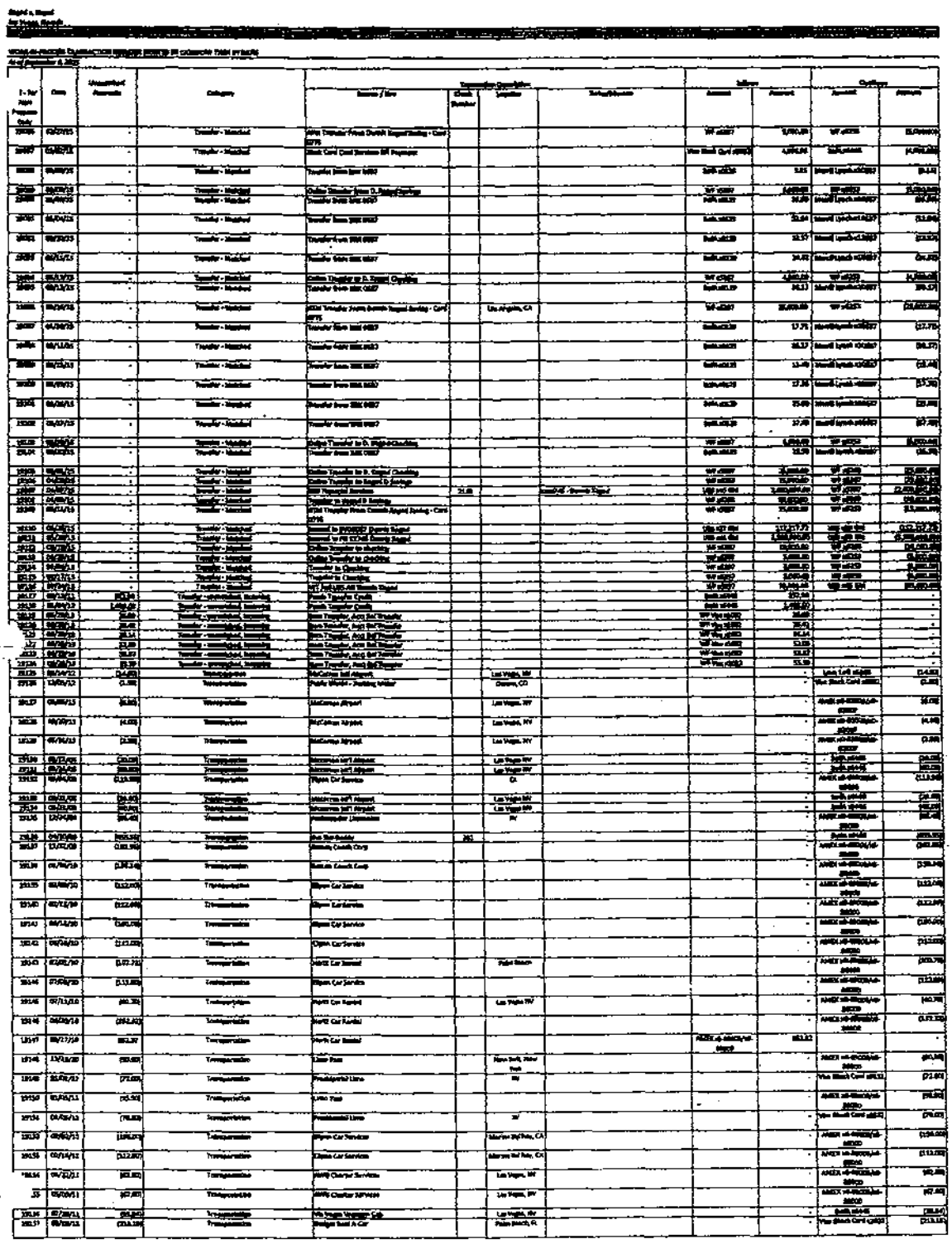


Exhibit 3U.222

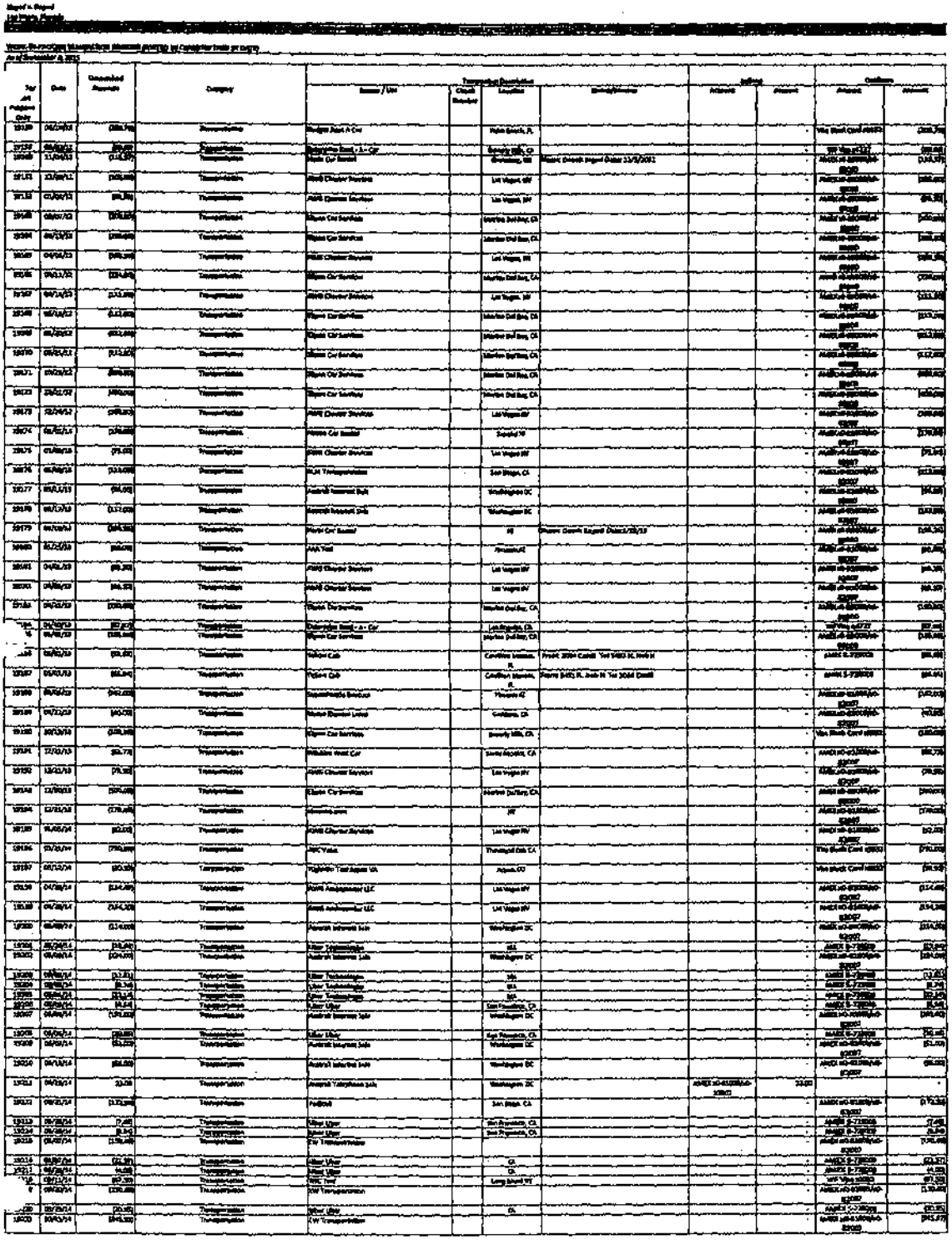


Exhibit 3U.223

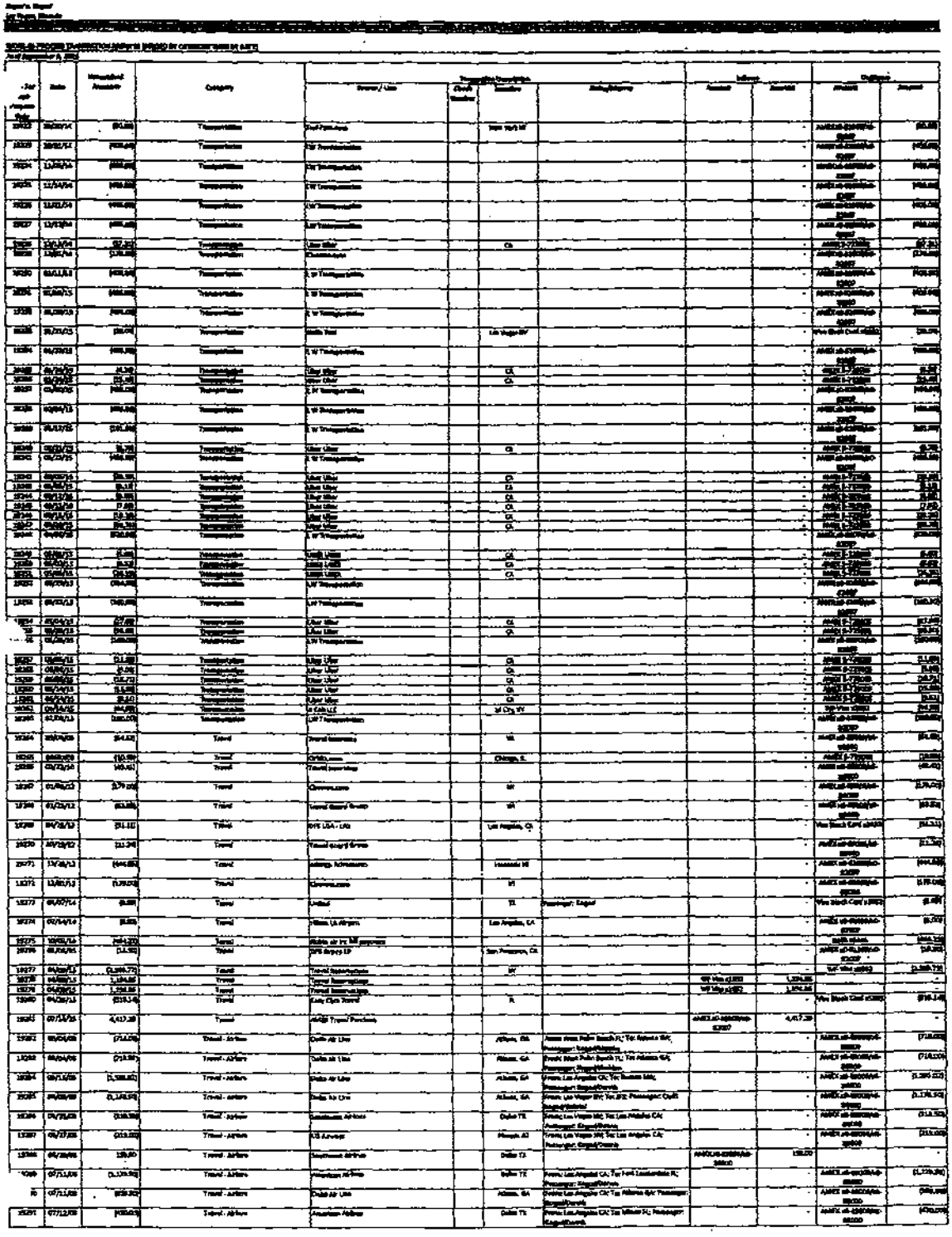


Exhibit 3U.224

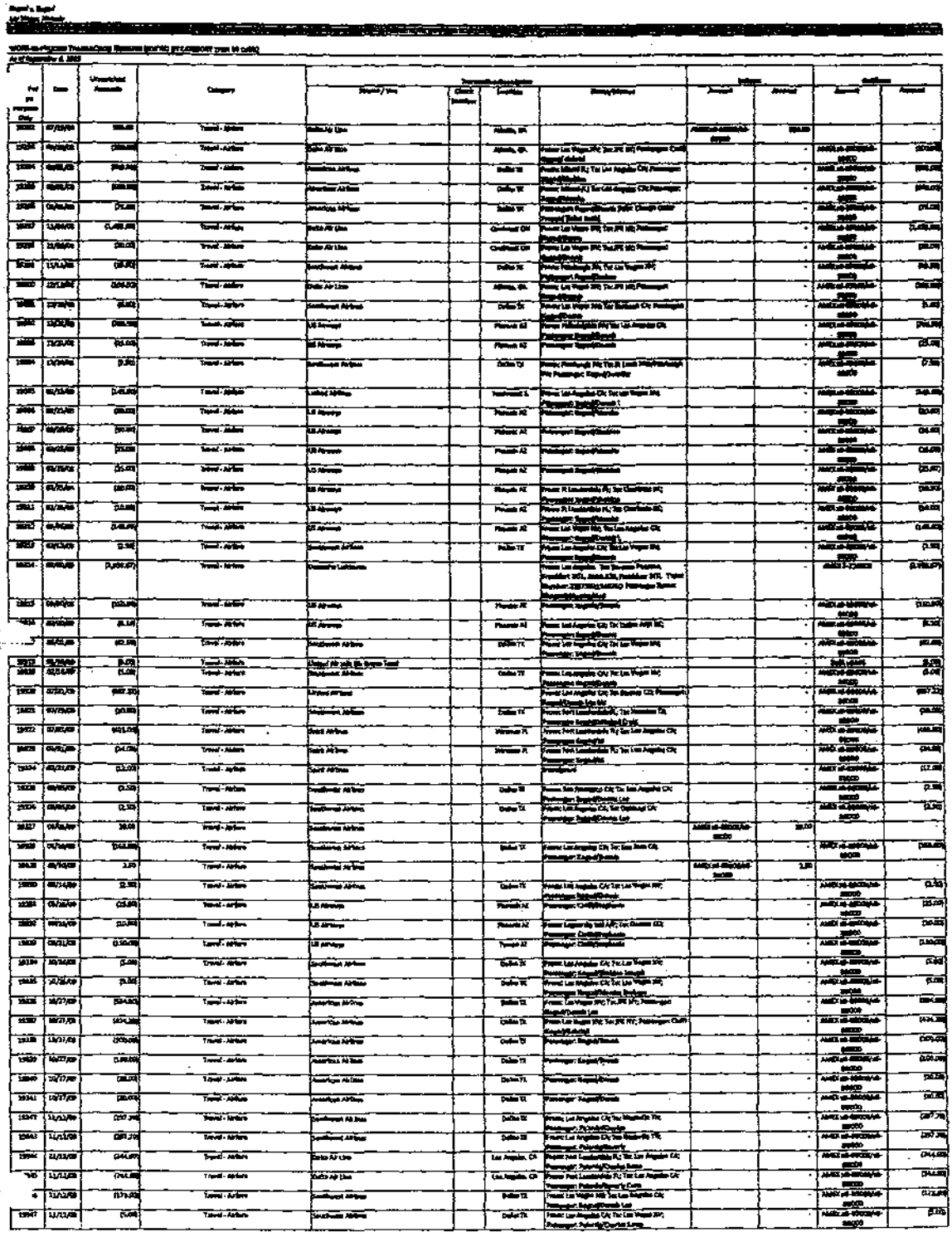


Exhibit 3U.225

[redacted]

[redacted]

[redacted]

As of September 5, 2023

Trx ID	Date	Unreimbursed Amounts	Category	Transaction Description				Inflows		Outflows	
				Merchant / Store	Check Number	Location	Memo/Reference	Payments	Accounts	Amounts	Accounts
[redacted]	11/3/2022	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Los Angeles CA; Tot Las Vegas NV; Passenger: Edwards/Beverly Ann		-	[redacted]	[redacted]
[redacted]	10/3/2022	[redacted]	Travel - Airfare	Southwest Airlines				[redacted]	[redacted]		
[redacted]	11/13/2022	[redacted]	Travel - Airfare	Southwest Airlines				[redacted]	[redacted]		
[redacted]	11/3/2022	[redacted]	Travel - Airfare	Southwest Airlines				[redacted]	[redacted]		
[redacted]	11/30/2022	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX			-	[redacted]	[redacted]
[redacted]	11/30/2022	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points West Palm Beach FL; Tot Orlando FL; Passenger: Brown/Steven II		-	[redacted]	[redacted]
[redacted]	11/30/2022	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points West Palm Beach FL; Tot Tampa FL; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	12/13/2022	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points El Paso-Padre Rd; Tot Sacramento CA; Passenger: Edwards/Beverly Ann		-	[redacted]	[redacted]
[redacted]	12/22/2022	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Las Vegas NV; Tot Los Angeles CA; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	12/2/2022	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Charlotte NC; Tot Las Vegas NV; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	12/30/2022	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Los Angeles CA; Tot Las Vegas NV; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	01/30/2023	[redacted]	Travel - Airfare	US Airways		Charlotte NC	Passenger: Edwards/Beverly		-	[redacted]	[redacted]
[redacted]	01/30/2023	[redacted]	Travel - Airfare	US Airways		Charlotte NC	Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	01/30/2023	[redacted]	Travel - Airfare	US Airways		Phoenix AZ	Points Fort Lauderdale FL; Tot Phoenix AZ; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	01/30/2023	[redacted]	Travel - Airfare	US Airways		Phoenix AZ	Points Fort Lauderdale FL; Tot Phoenix AZ; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	01/30/2023	[redacted]	Travel - Airfare	US Airways		Phoenix AZ	Passenger: Edwards/Beverly		-	[redacted]	[redacted]
[redacted]	01/30/2023	[redacted]	Travel - Airfare	US Airways		Phoenix AZ	Passenger: Edwards/Beverly Ann		-	[redacted]	[redacted]
[redacted]	02/14/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Las Vegas NV; Tot Los Angeles CA; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	02/21/2023	[redacted]	Travel - Airfare	Delta Air Line		Los Angeles, CA	Points Atlanta GA; Tot Los Angeles CA; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	02/21/2023	[redacted]	Travel - Airfare	Delta Air Line		Los Angeles, CA	Points Atlanta GA; Tot Los Angeles CA; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	02/28/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Las Vegas NV; Tot Baltimore MD; Passenger: Edwards/Beverly Ann		-	[redacted]	[redacted]
[redacted]	04/5/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX		[redacted]	[redacted]		
[redacted]	04/28/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points West Palm Beach FL; Tot Dallas/Ft Worth TX; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	05/25/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points West Palm Beach FL; Tot Dallas/Ft Worth TX; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	06/25/2023	[redacted]	Travel - Airfare	US Airways		Phoenix AZ	Points Los Angeles CA; Tot Phoenix AZ; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	06/28/2023	[redacted]	Travel - Airfare	US Airways		Phoenix AZ	Points Los Angeles CA; Tot Phoenix AZ; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	06/25/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	06/29/2023	[redacted]	Travel - Airfare	US Airways		Phoenix AZ	Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	06/29/2023	[redacted]	Travel - Airfare	US Airways		Phoenix AZ	Passenger: Brown/Steven Epstein		-	[redacted]	[redacted]
[redacted]	07/07/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Los Angeles CA; Tot Las Vegas NV; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	07/31/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX		[redacted]	[redacted]		
[redacted]	07/31/2023	[redacted]	Travel - Airfare	Southwest Airlines			Points Burbank/Bergstrom Rgnl; 3,007 Points LAX; Tot Denver (DT) TOT is [redacted]		-	[redacted]	[redacted]
[redacted]	08/09/2023	[redacted]	Travel - Airfare	Delta Air Line		Los Angeles, CA	Points Las Vegas NV; Tot Los Angeles CA; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	08/04/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Los Angeles CA; Tot Las Vegas NV; Passenger: Brown/Steven Lee		-	[redacted]	[redacted]
[redacted]	08/02/2023	[redacted]	Travel - Airfare	Delta Air Lines		Cleveland OH		[redacted]	[redacted]		
[redacted]	08/04/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Los Angeles CA; Tot Las Vegas NV; Passenger: Brown/Steven Lee		-	[redacted]	[redacted]
[redacted]	08/04/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points LA-Angeles CA; Tot Las Vegas NV; Passenger: Brown/Steven Lee		-	[redacted]	[redacted]
[redacted]	08/10/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Las Vegas NV; Tot Los Angeles CA; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	08/13/2023	[redacted]	Travel - Airfare	Delta Air Line		Los Angeles, CA	Points Los Angeles CA; Tot Las Vegas NV; Passenger: Edwards/Beverly Ann		-	[redacted]	[redacted]
[redacted]	08/13/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX		[redacted]	[redacted]		
[redacted]	08/13/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX		[redacted]	[redacted]		
[redacted]	08/30/2023	[redacted]	Travel - Airfare	Delta Air Line		Atlanta, GA		[redacted]	[redacted]		
[redacted]	09/1/2023	[redacted]	Travel - Airfare	Southwest Airlines			Name: Dunnill England dpoc 8/22 Points Las Tot Las Vegas YST is [redacted]		-	Visa Black Card x8332	[redacted]
[redacted]	09/17/2023	[redacted]	Travel - Airfare	Lufthansa		Berlin, NY	Exit [redacted] / Arr [redacted] NY		-	Royal Class x5997	[redacted]
[redacted]	09/20/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Las Vegas NV; Tot Los Angeles CA; Passenger: Edwards/Beverly Ann		-	[redacted]	[redacted]
[redacted]	09/20/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX		[redacted]	[redacted]		
[redacted]	09/24/2023	[redacted]	Travel - Airfare	US Airways		Phoenix AZ	Points Phoenix AZ; Tot Las Vegas NV; Passenger: Brown/Steven		-	[redacted]	[redacted]
[redacted]	10/09/2023	[redacted]	Travel - Airfare	Southwest Airlines		Dallas TX	Points Las Vegas, NV Reserve, NV# Passenger: Dunnill England TST is [redacted]		-	[redacted]	[redacted]
[redacted]	10/26/2023	[redacted]	Travel - Airfare	Southwest Airlines			Points LA Tot Las Vegas, NV Passenger: Dunnill England TST is [redacted] Coupon: 30/70		-	[redacted]	[redacted]
[redacted]	10/24/2023	[redacted]	Travel - Airfare	Southwest Airlines			Points Las Vegas, NV Passenger: Brown/Steven TST is [redacted] Coupon: 30/24		-	[redacted]	[redacted]
[redacted]	10/30/2023	[redacted]	Travel - Airfare	American Airlines			Passenger: Dolan-Sullivan/Caitlin TST is [redacted] Points OK, NM Tot JFK NY		-	[redacted]	[redacted]
[redacted]	11/30/2023	[redacted]	Travel - Airfare	American Airlines			Passenger: Dunnill England Coupon: 30/20 TST is [redacted]		-	[redacted]	[redacted]
[redacted]	12/30/2023	[redacted]	Travel - Airfare	American Airlines - Misc			Passenger: Dolan-Sullivan/Caitlin TST is [redacted]		-	[redacted]	[redacted]
[redacted]	12/04/2023	[redacted]	Travel - Airfare	Southwest Airlines			Name/LA Tot Las Vegas, NV TST is [redacted] Passenger: Dunnill England		-	[redacted]	[redacted]

Exhibit 3U.226

Exhibit 3U.227

Exhibit 3U.228

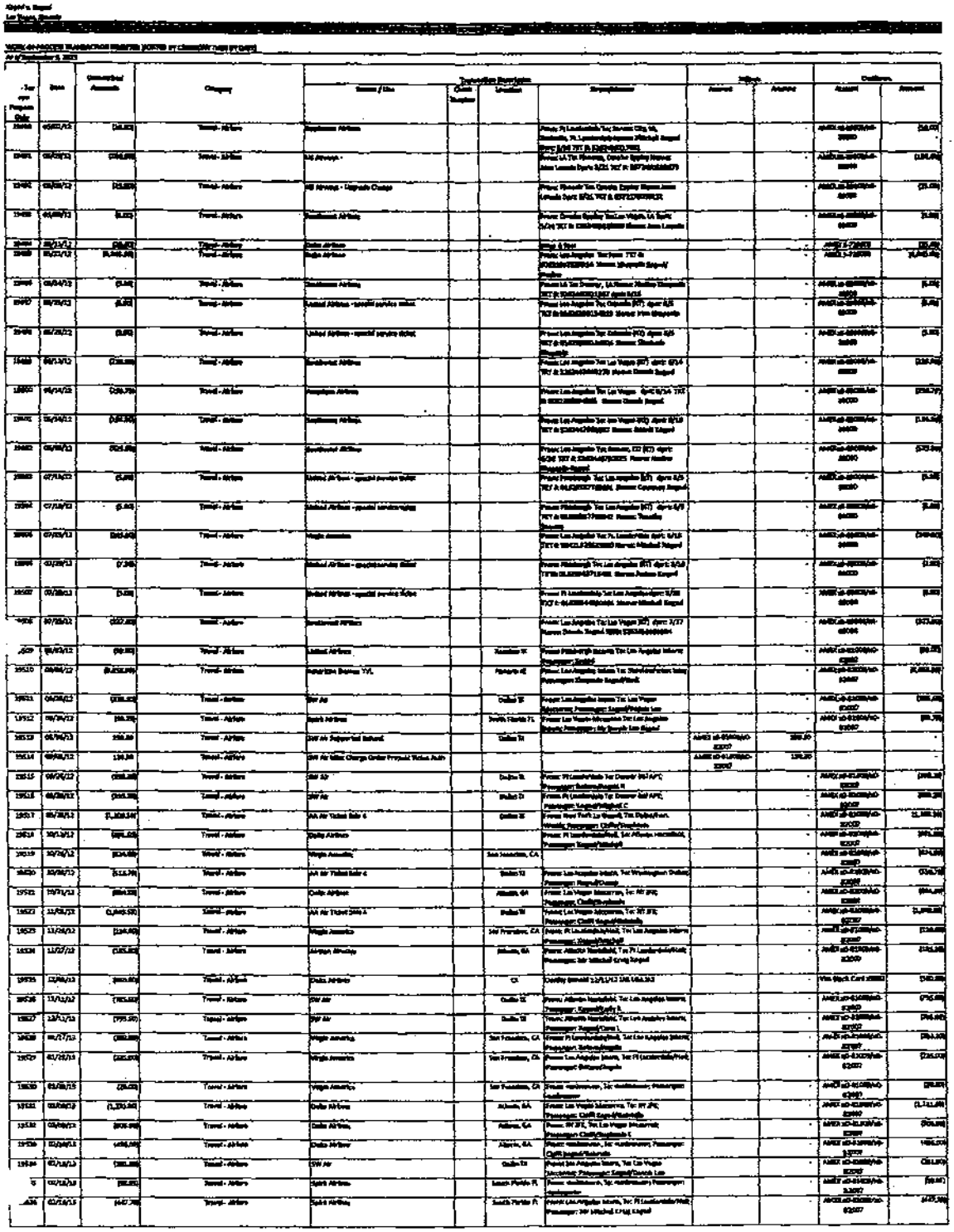


Exhibit 3U.229

Exhibit 3U.230

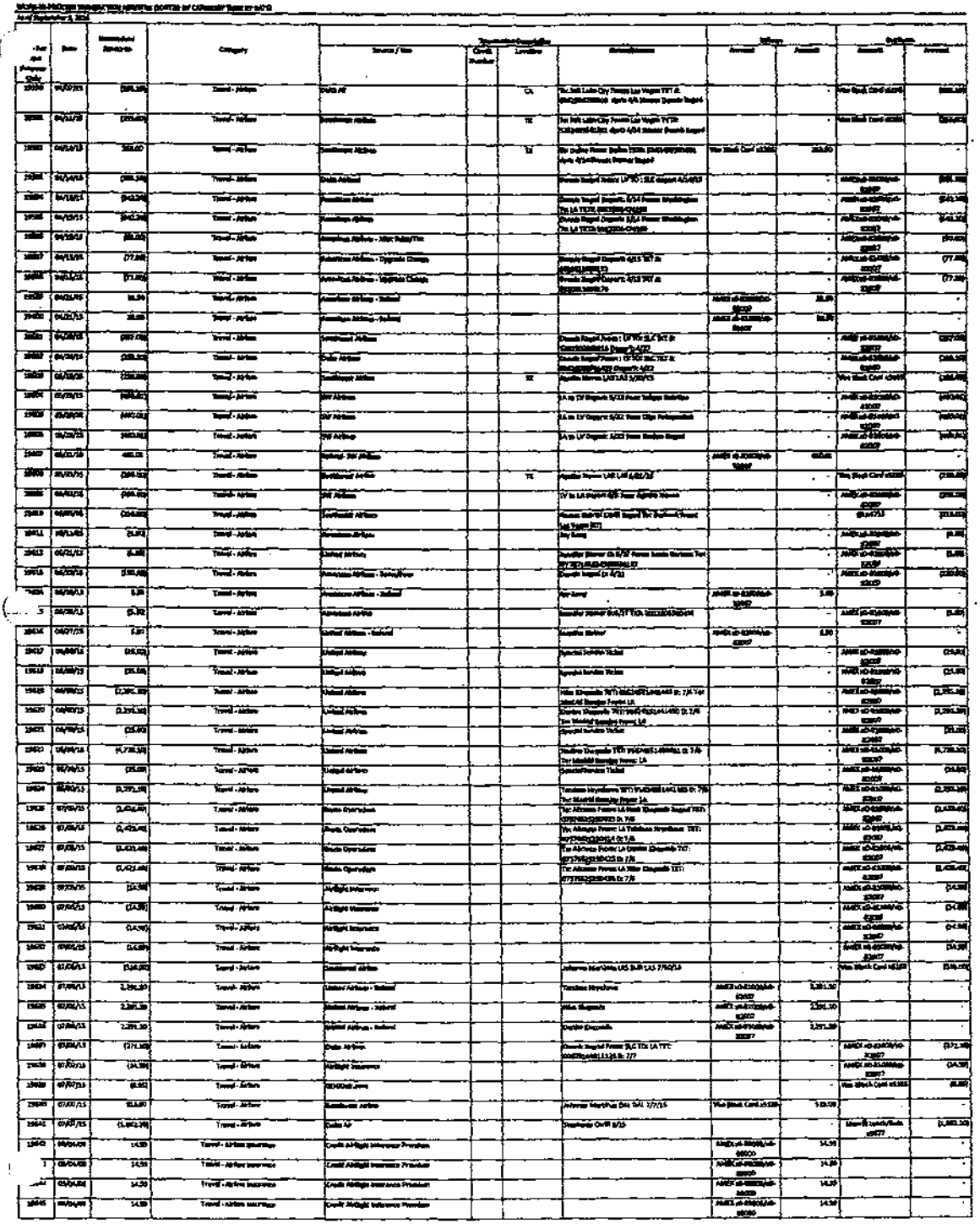


Exhibit 3U.231

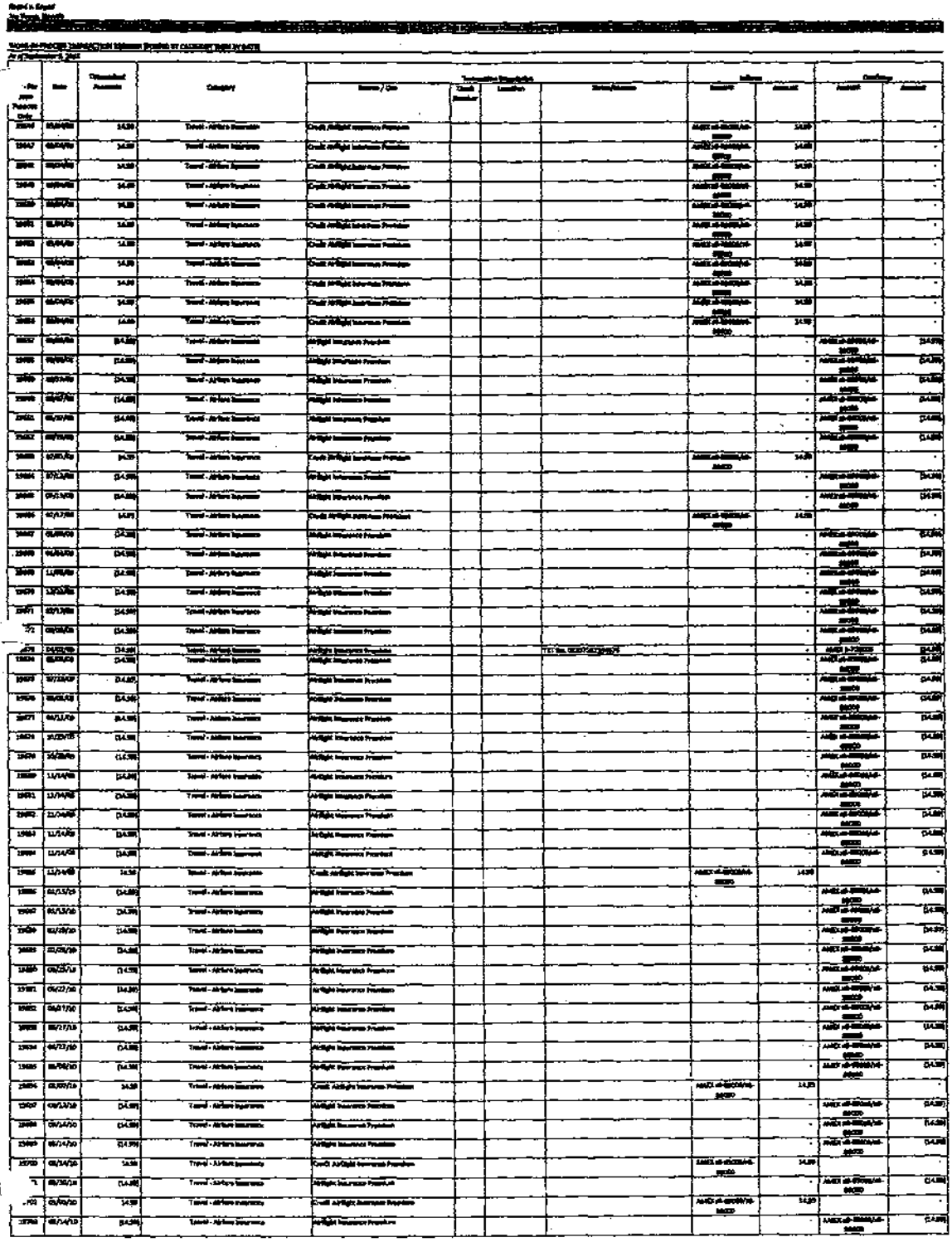


Exhibit 3U.232

[redacted]

F - For Juan Purpose Only	Date	Unexplained Advisable	Category	Transaction Description				Inflow		Outflow	
				Source / Use	Check Number	Location	Explanation	Amount	Amount	Amount	Amount
[redacted]											

Exhibit 3U.233

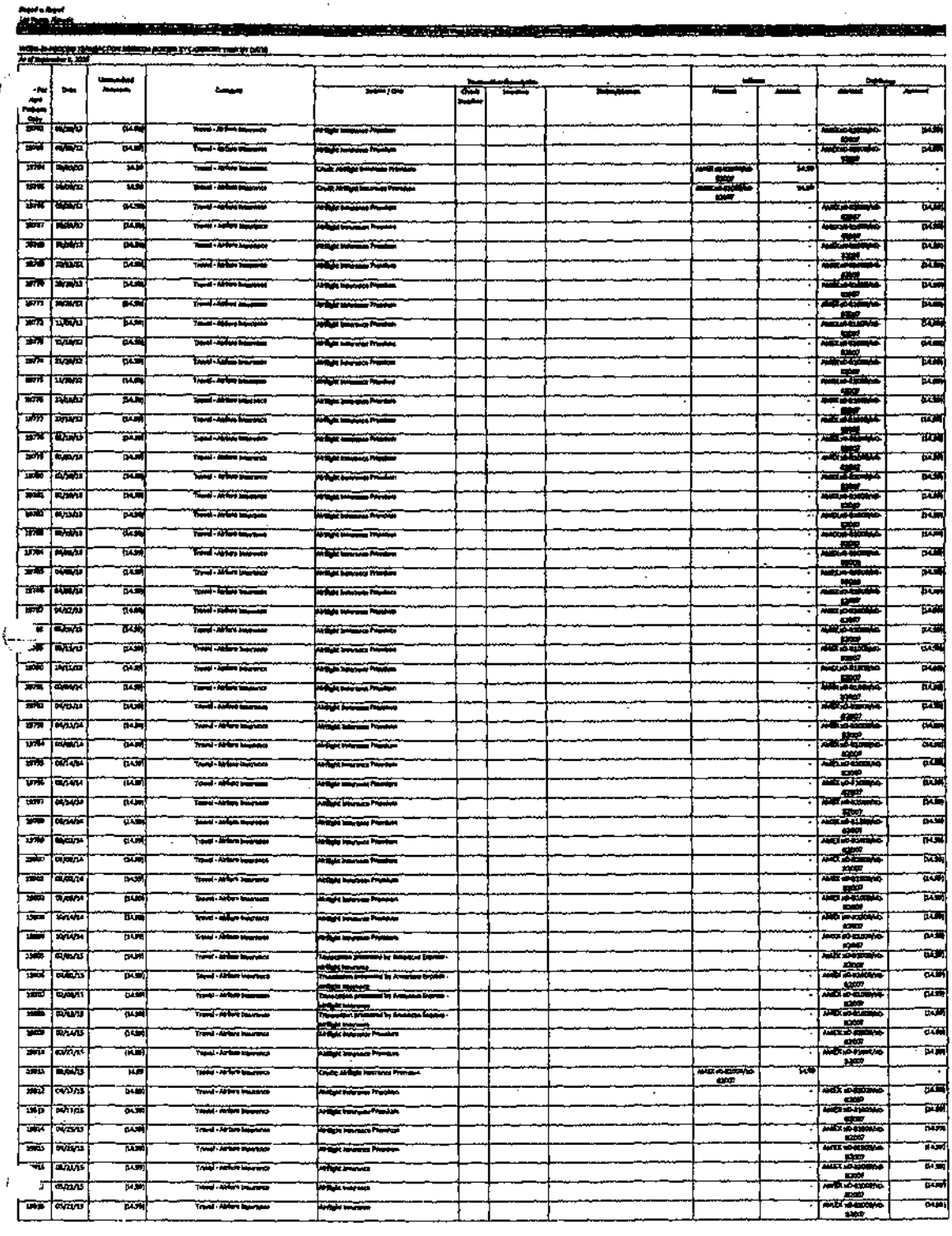


Exhibit 3U.234

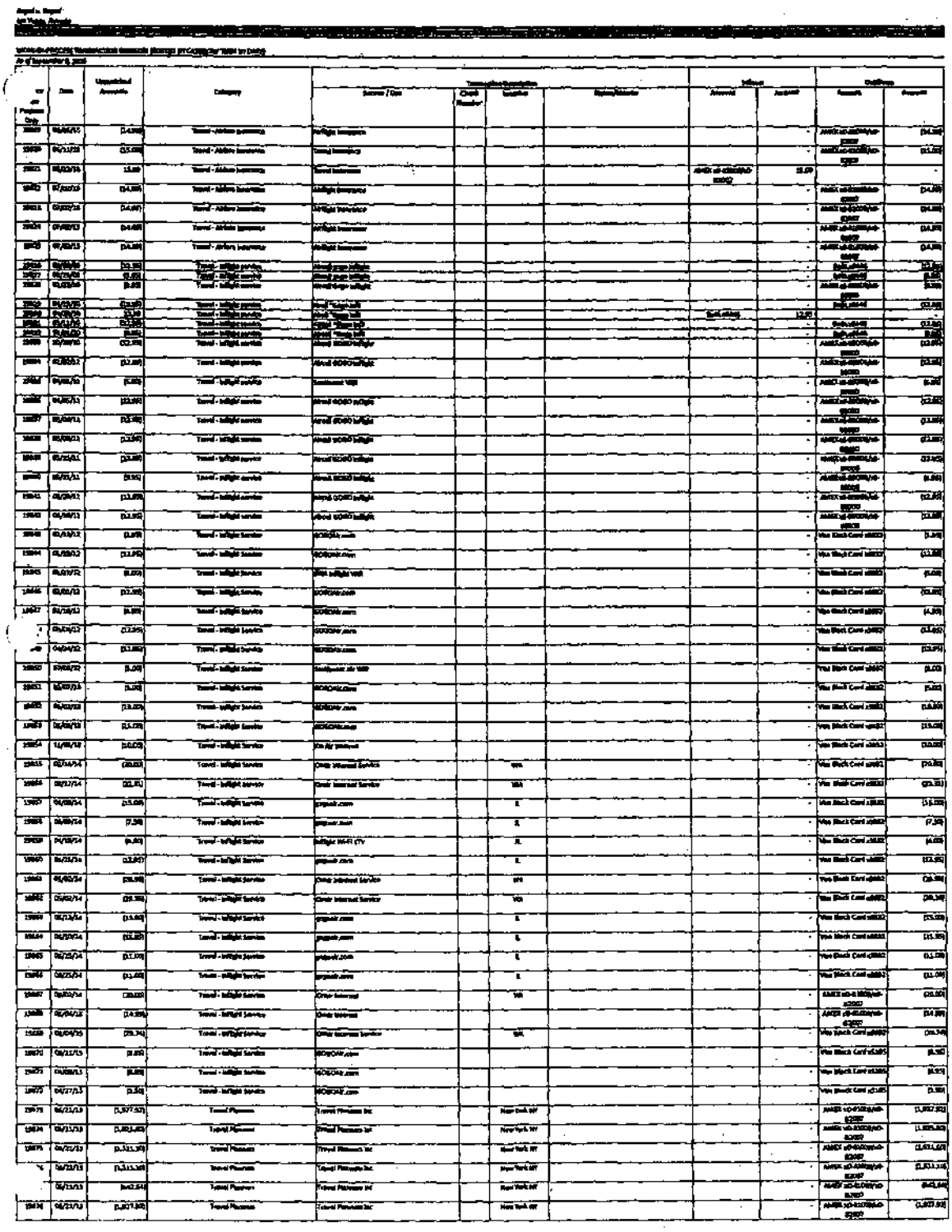


Exhibit 3U.235

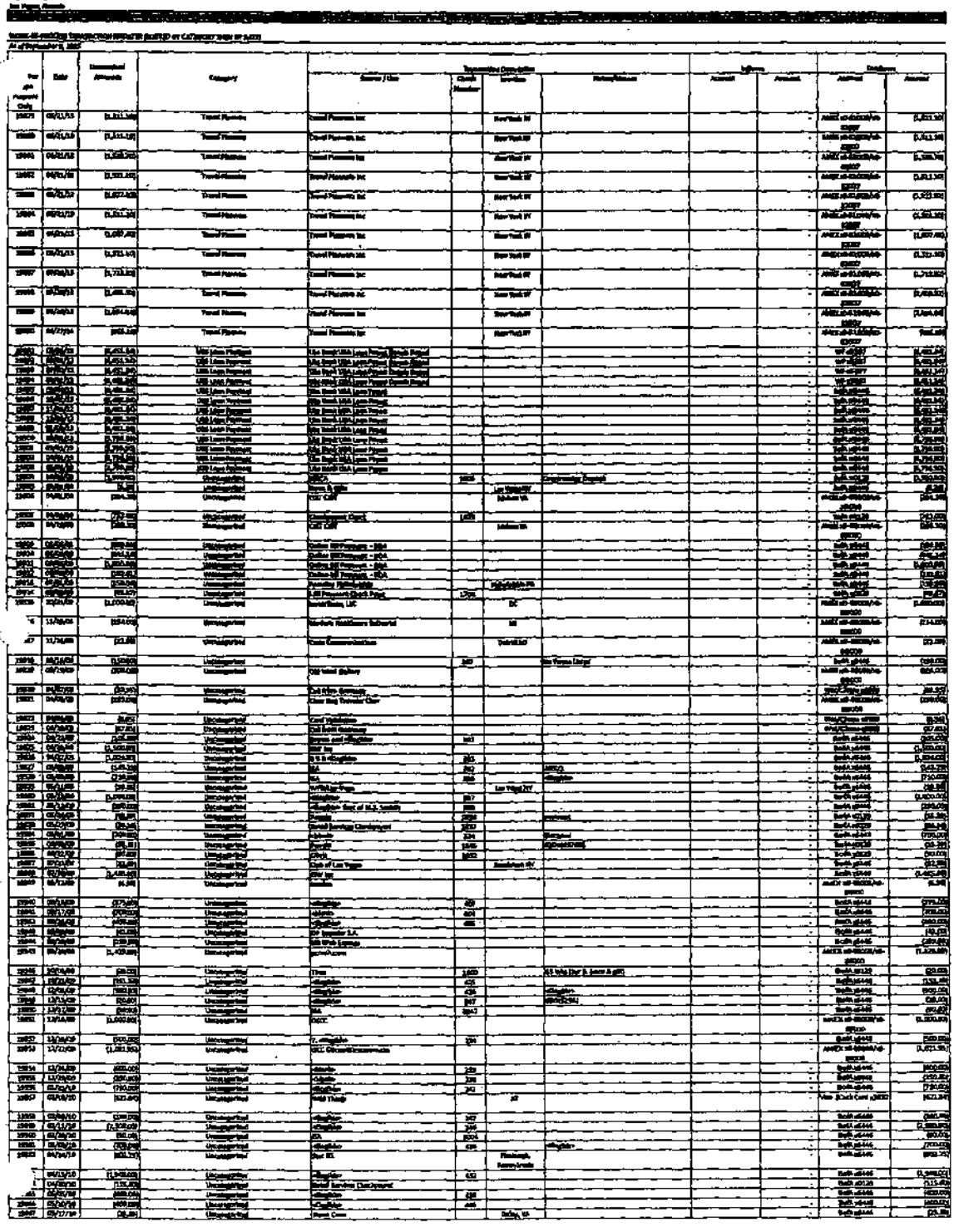
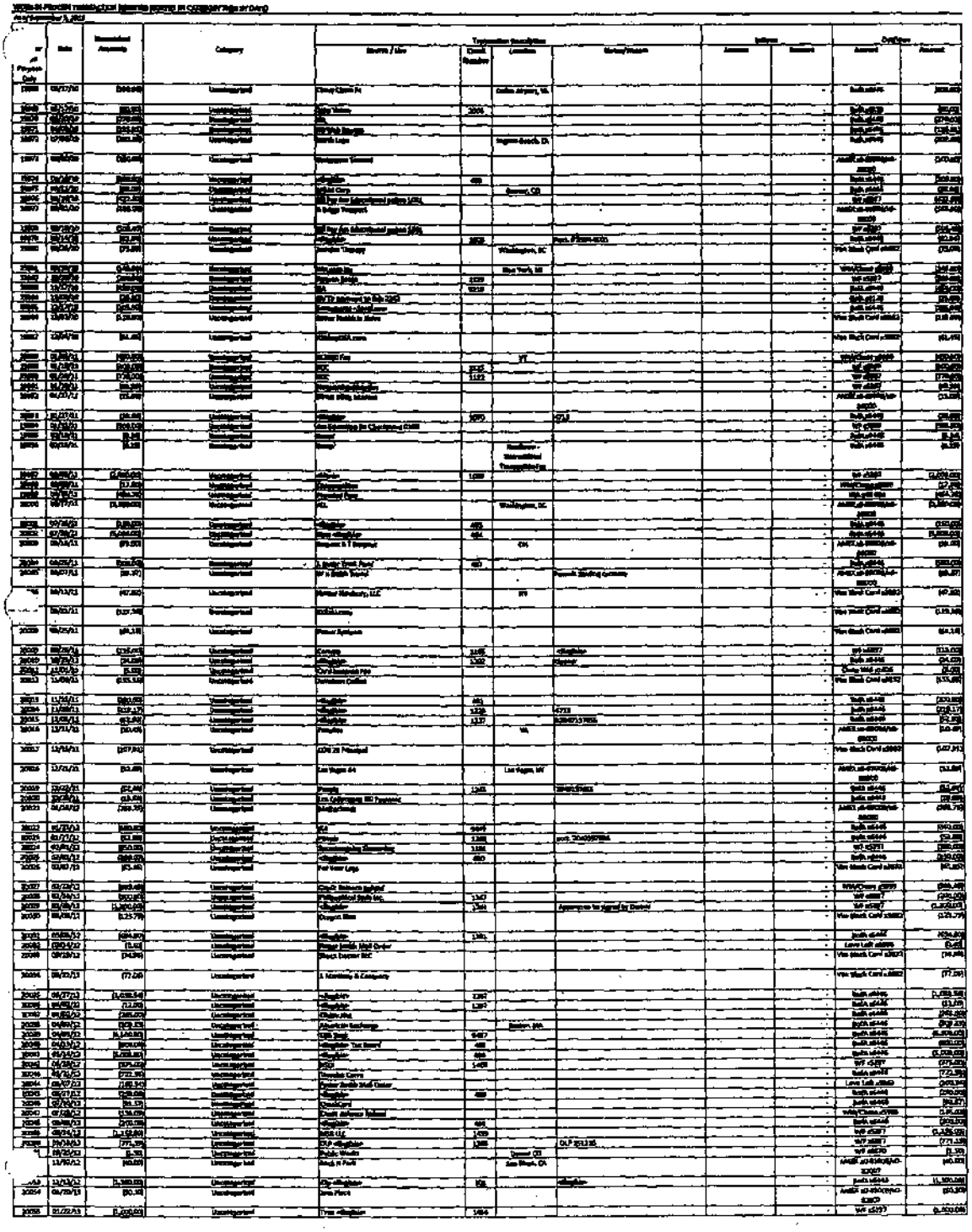


Exhibit 3U.236



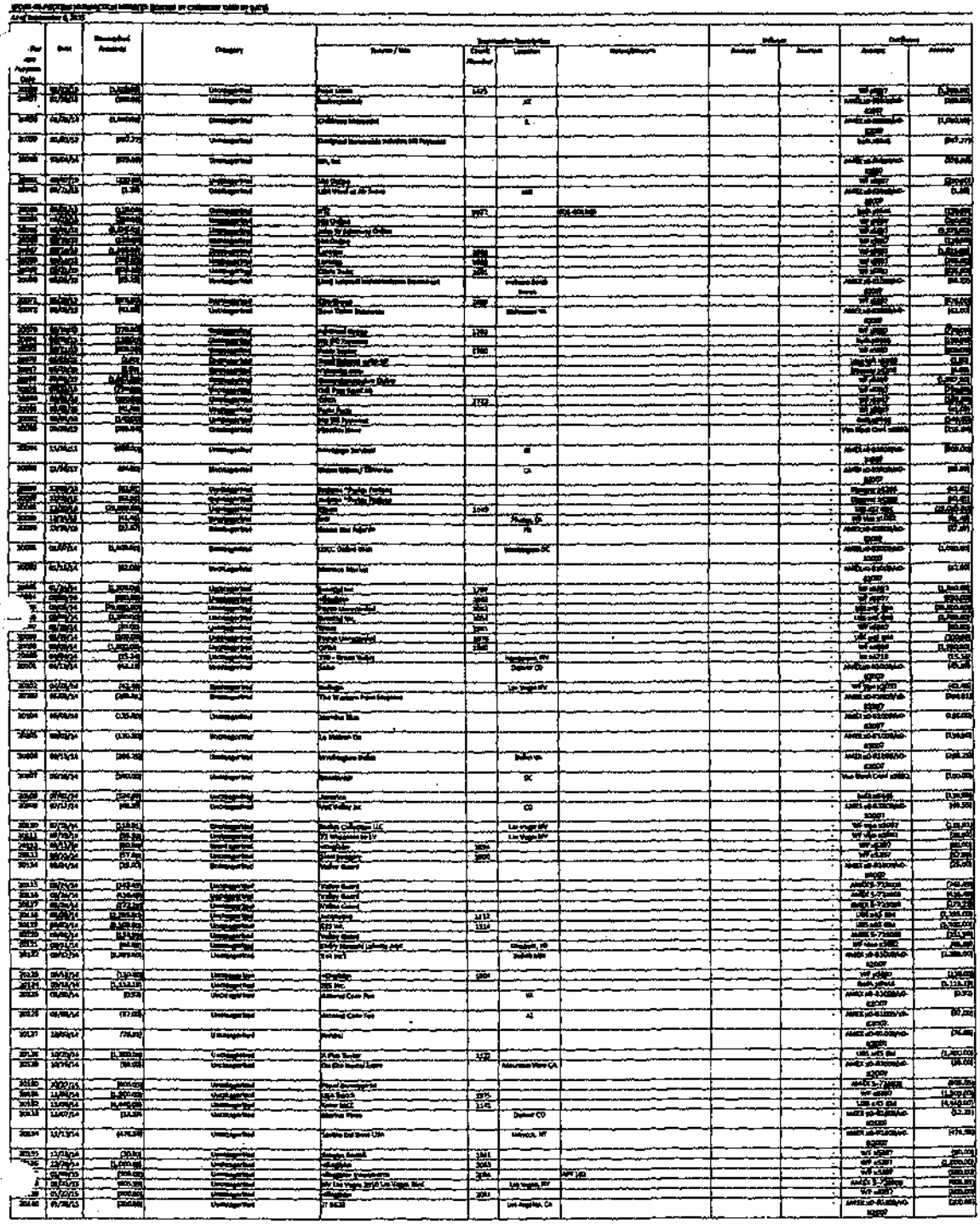


Exhibit 3U.238

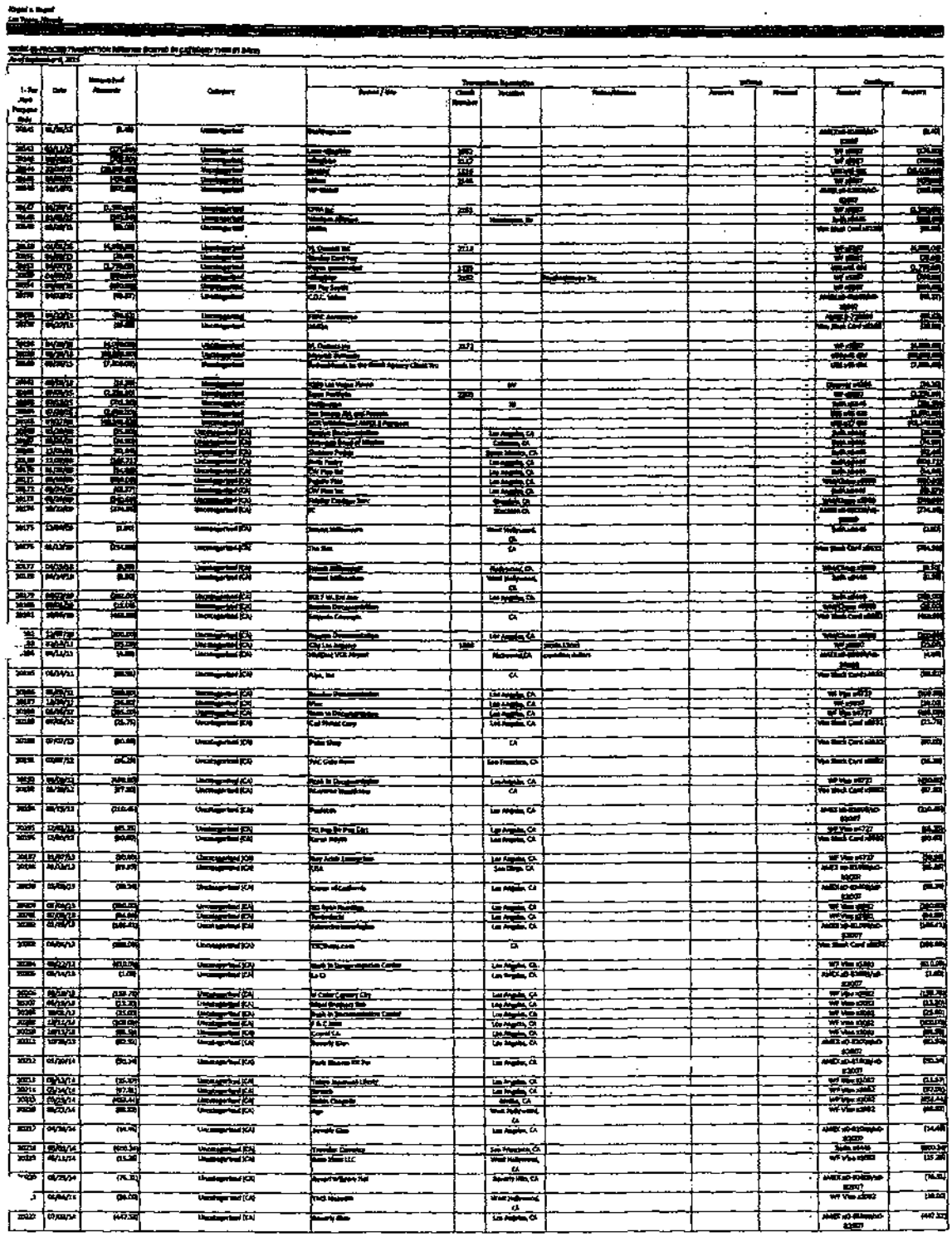


Exhibit 3U.239

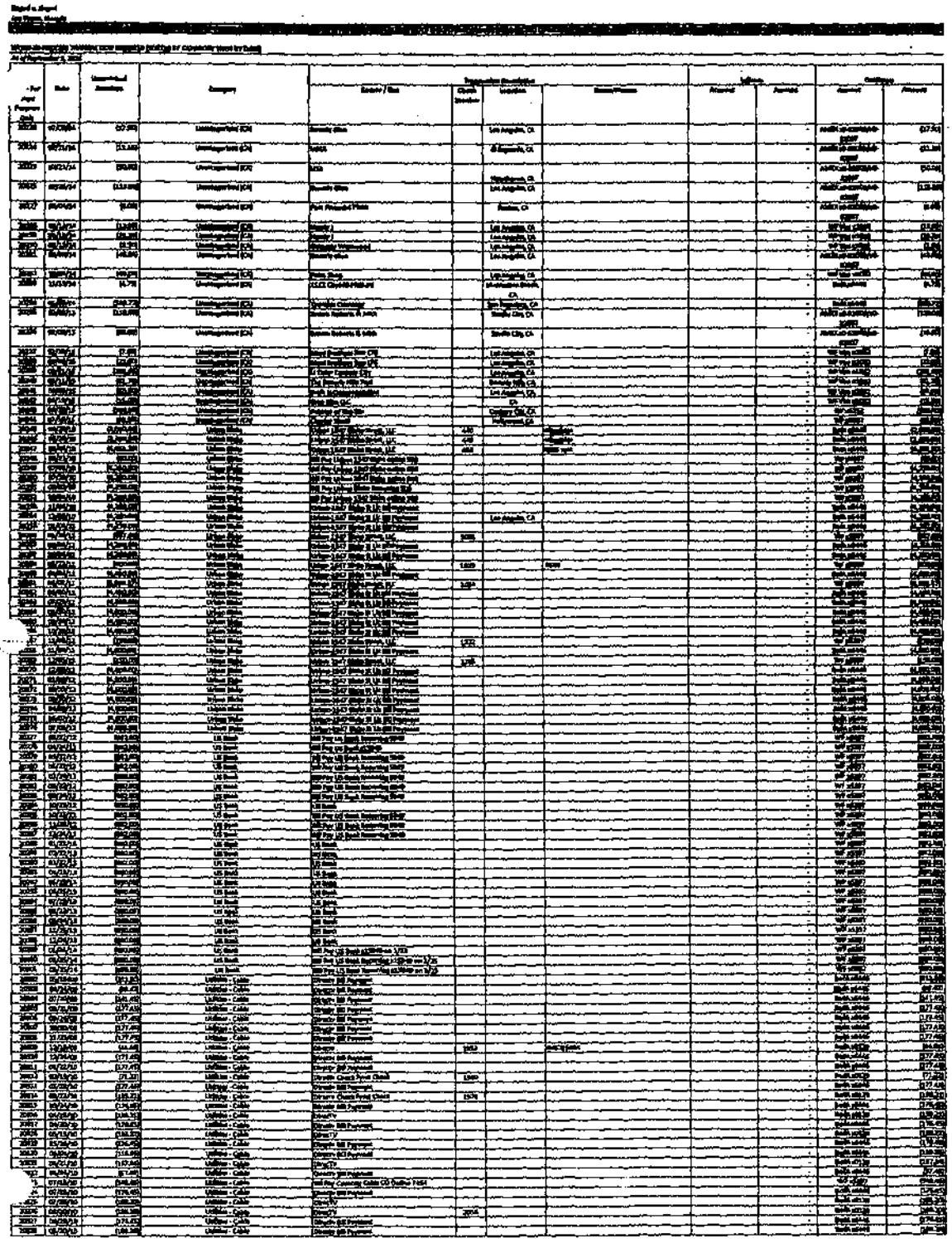


Exhibit 3U.240

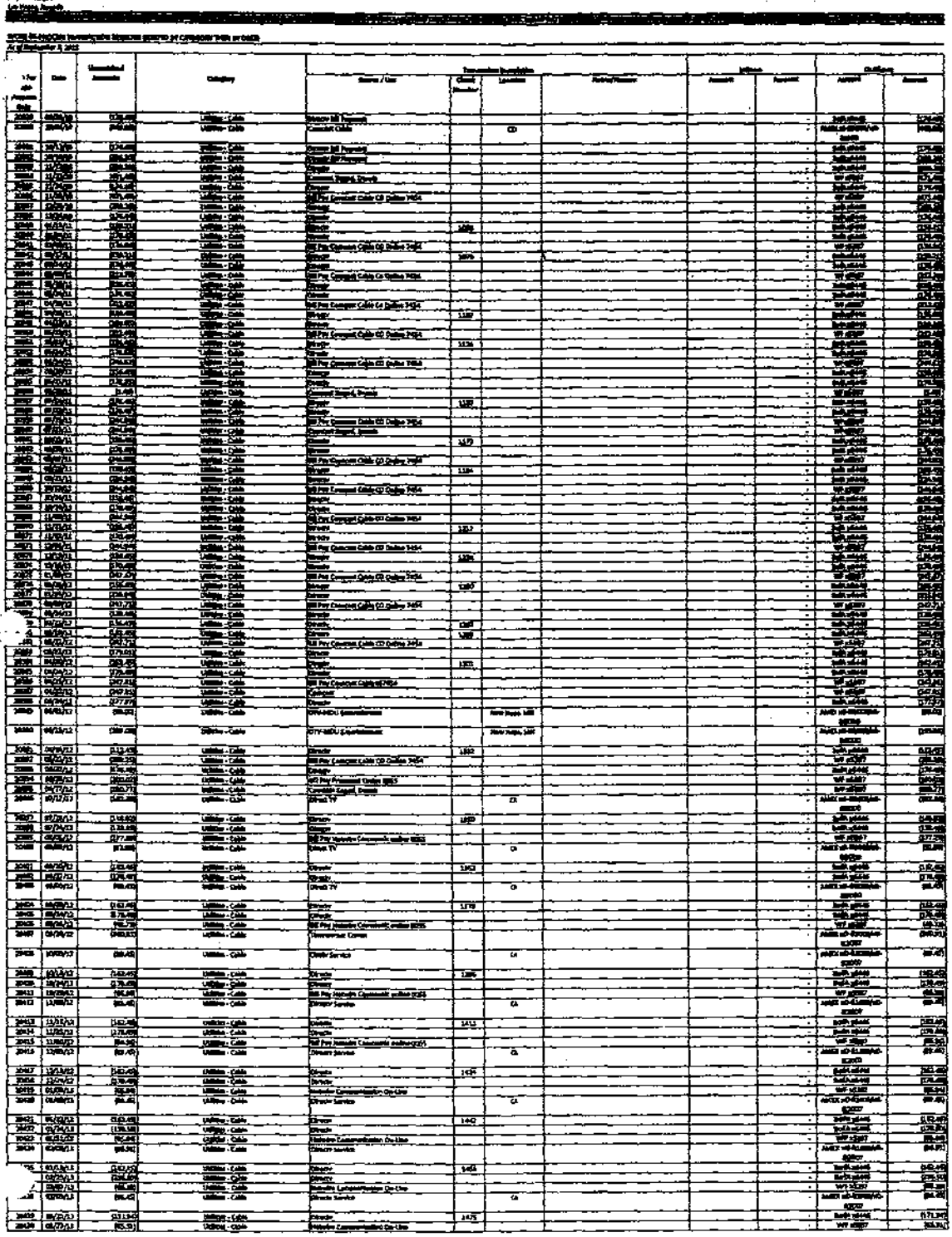


Exhibit 3U.241

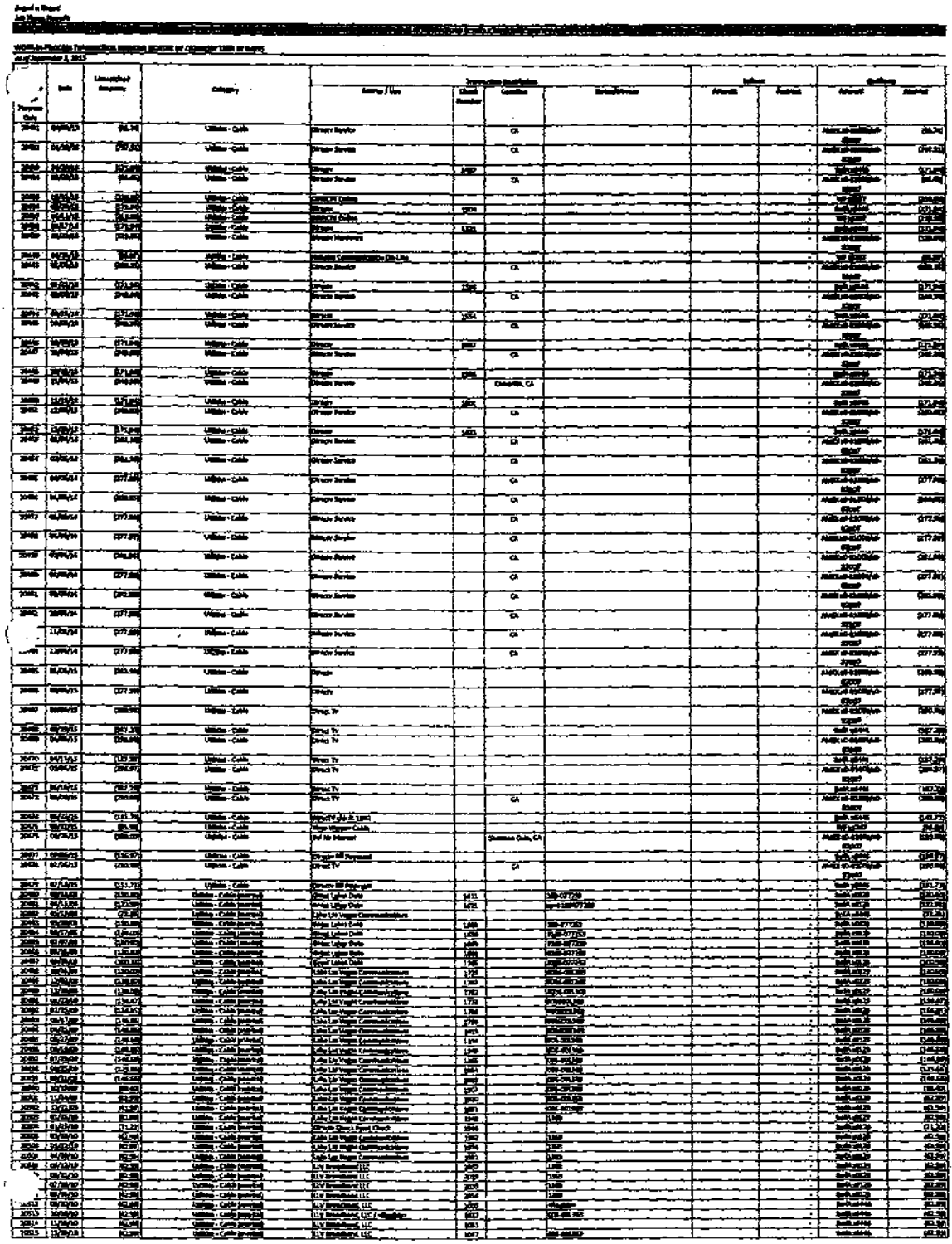


Exhibit 3U.242

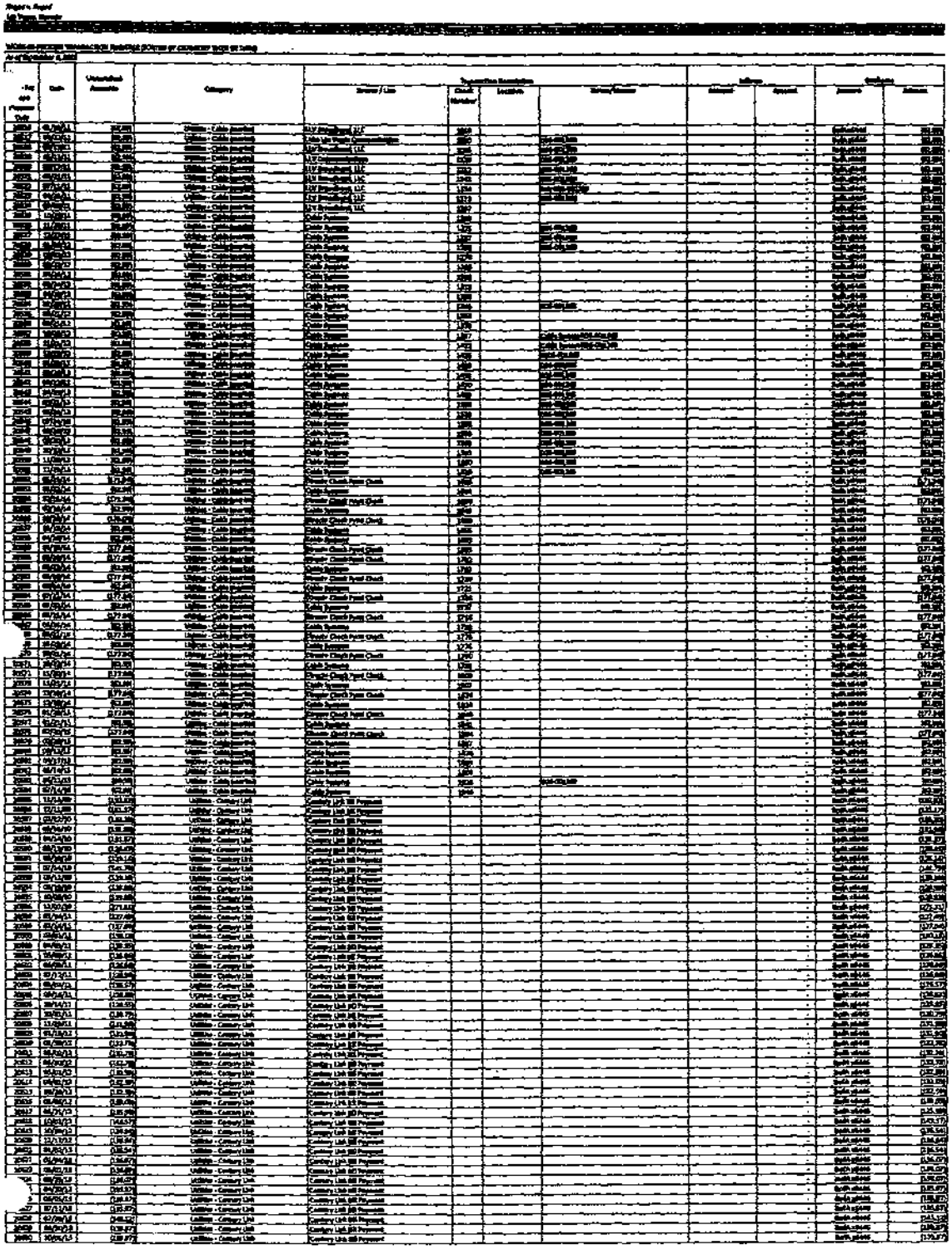


Exhibit 3U.243

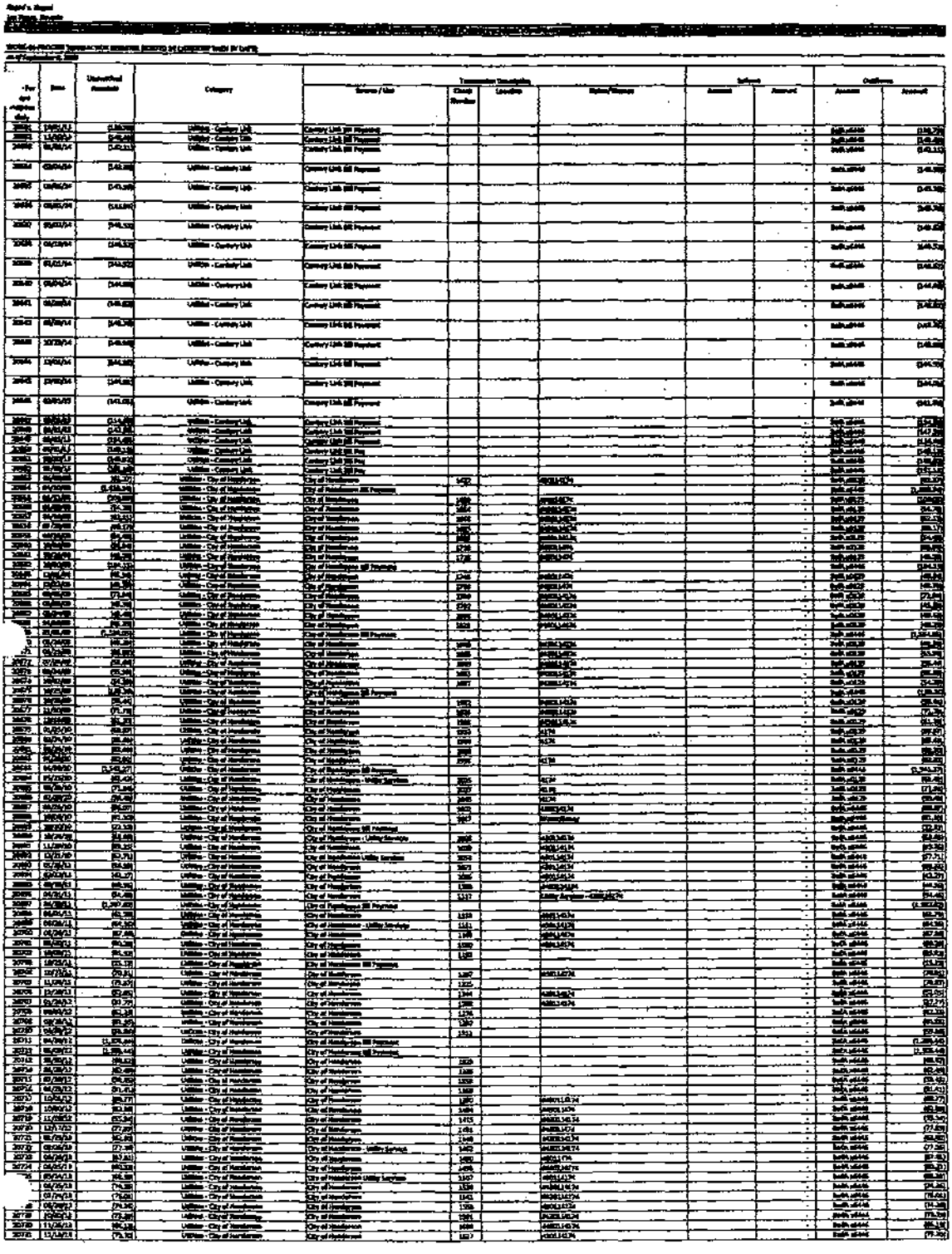


Exhibit 3U.244

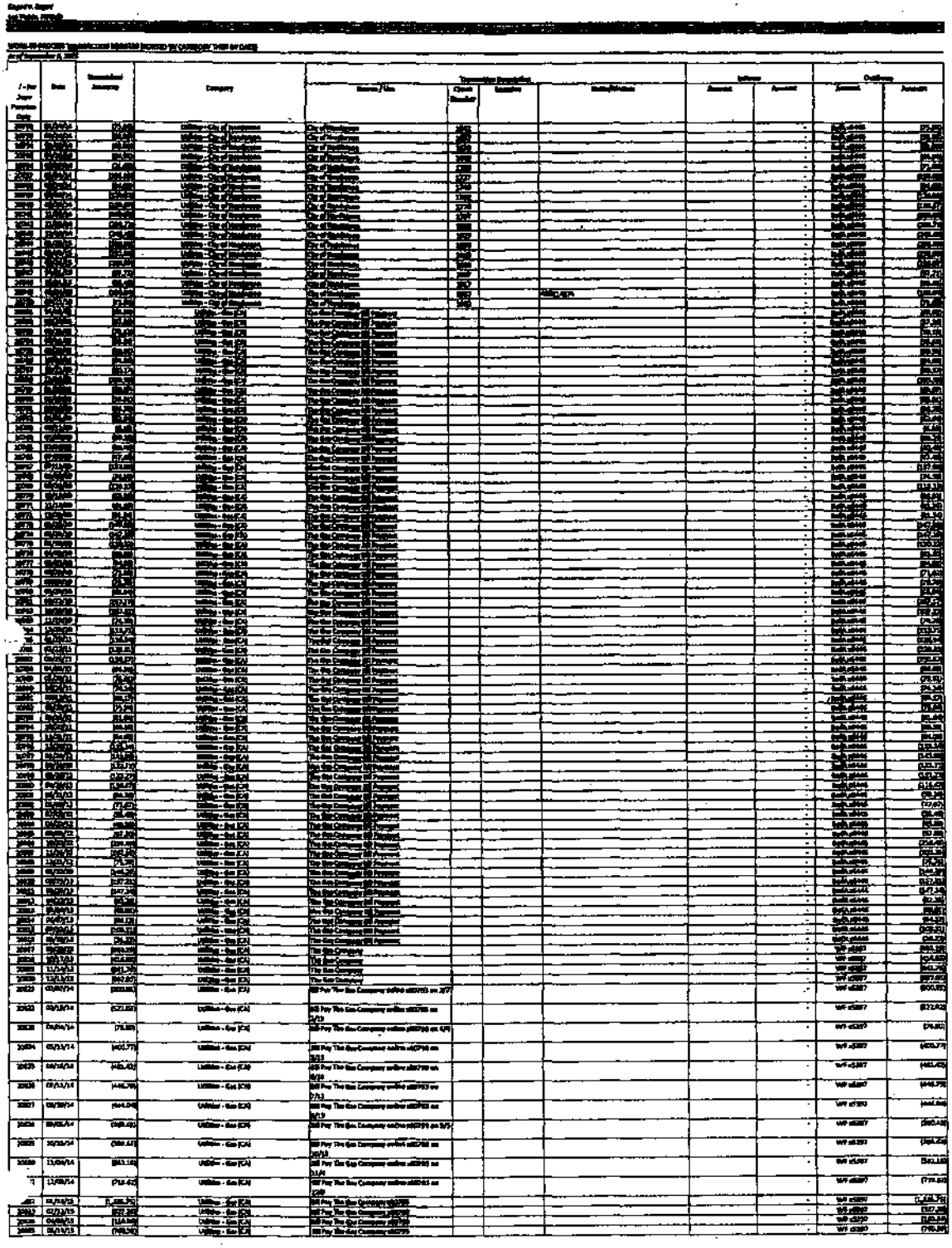


Exhibit 3U.245

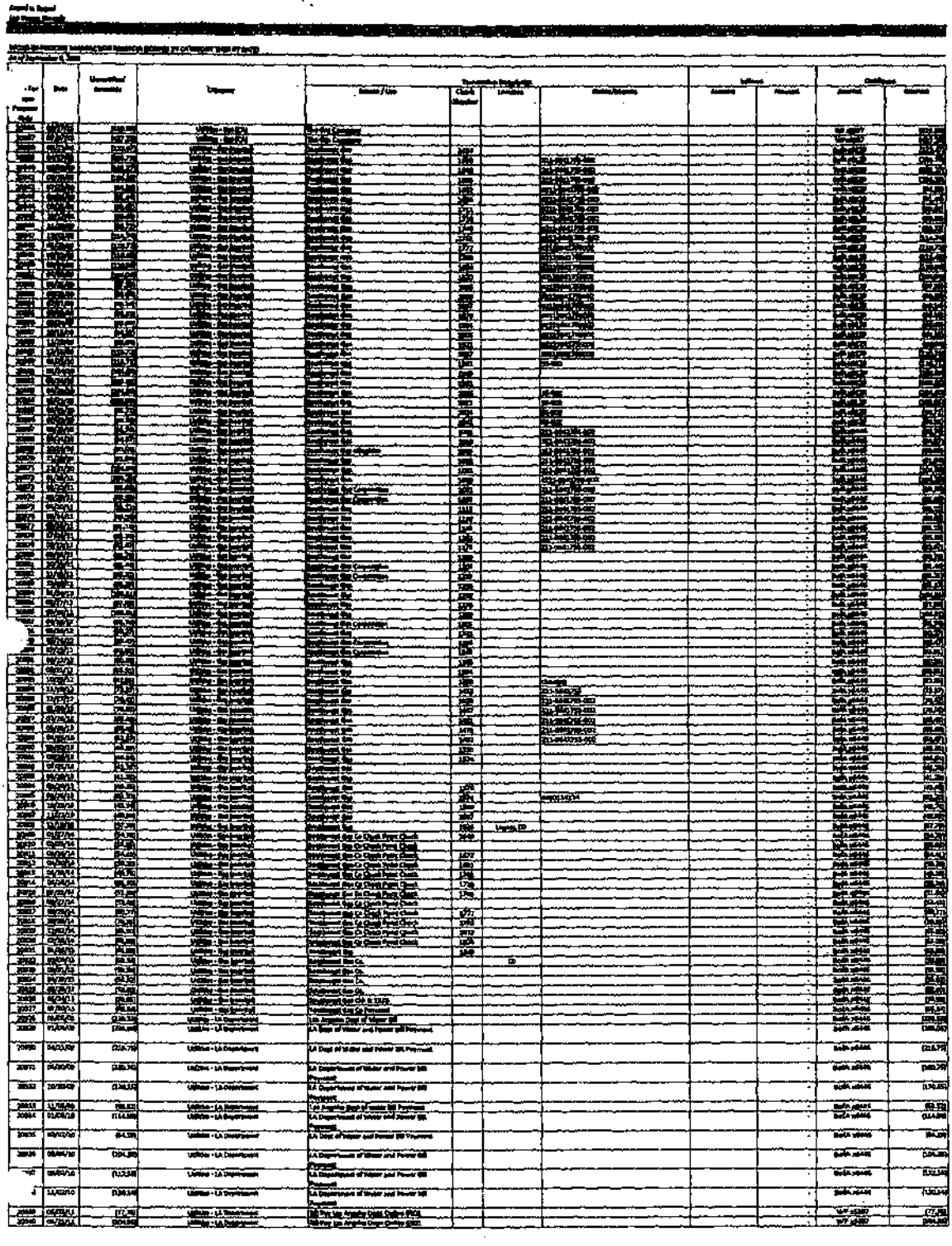


Exhibit 3U.246

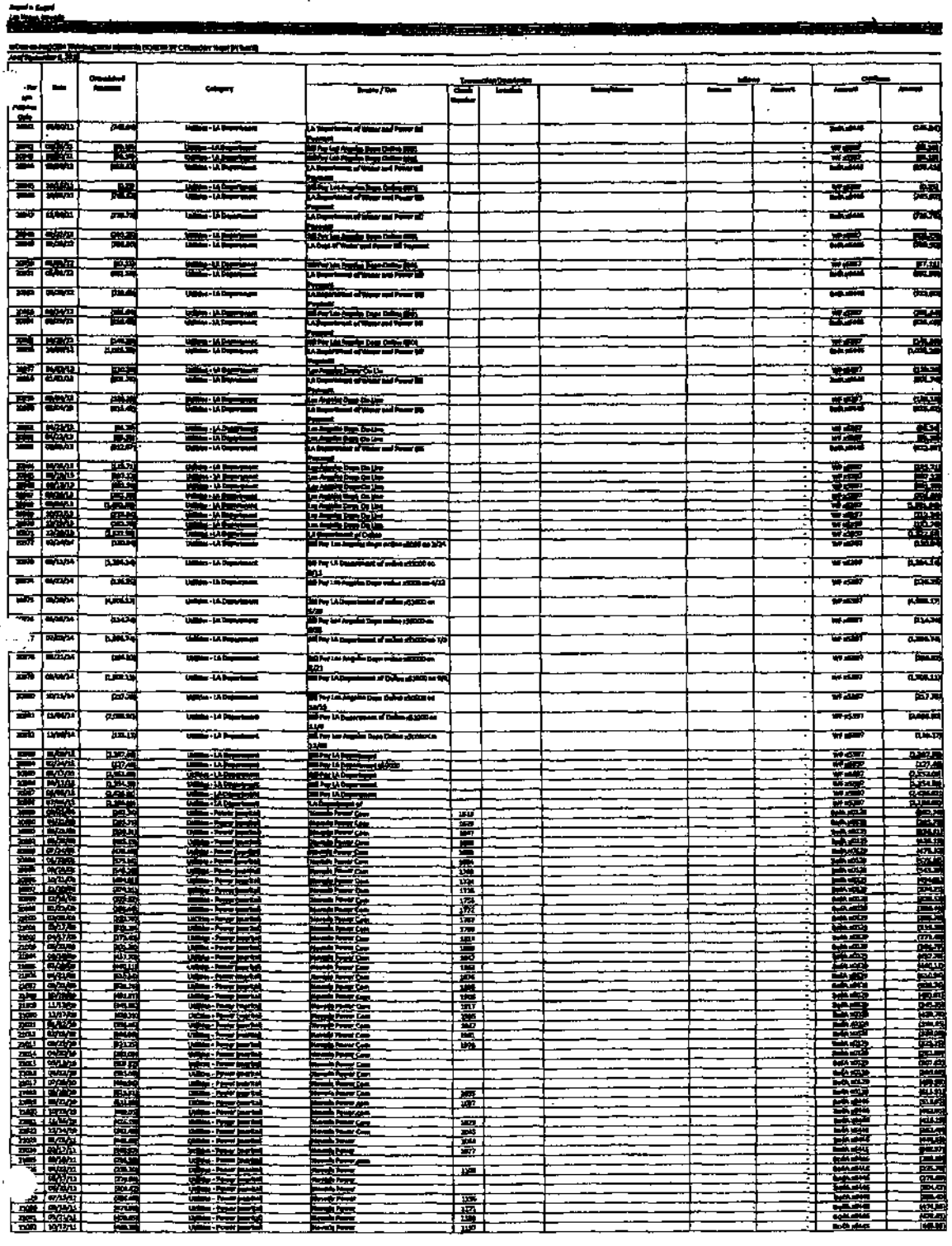


Exhibit 3U.247

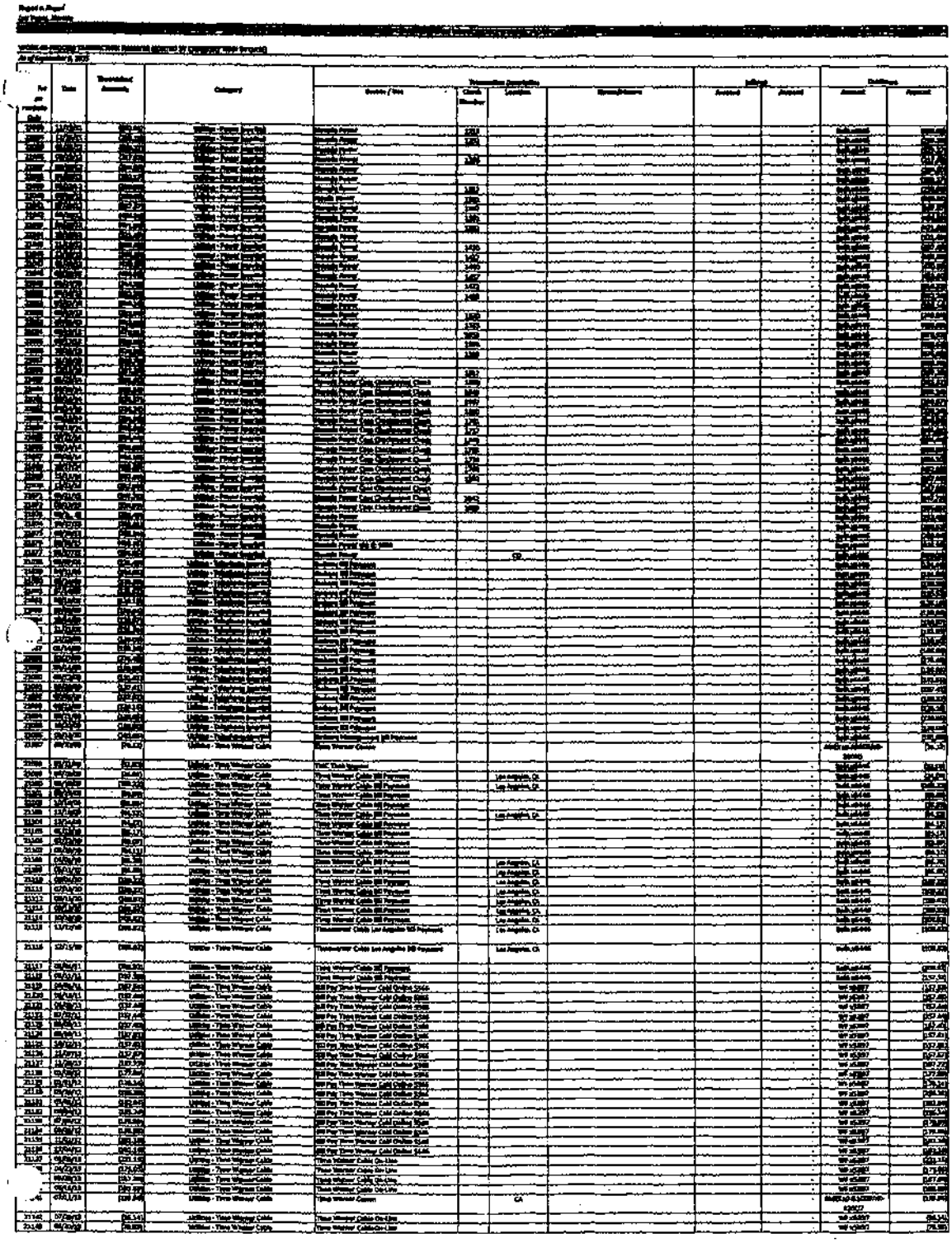


Exhibit 3U.248

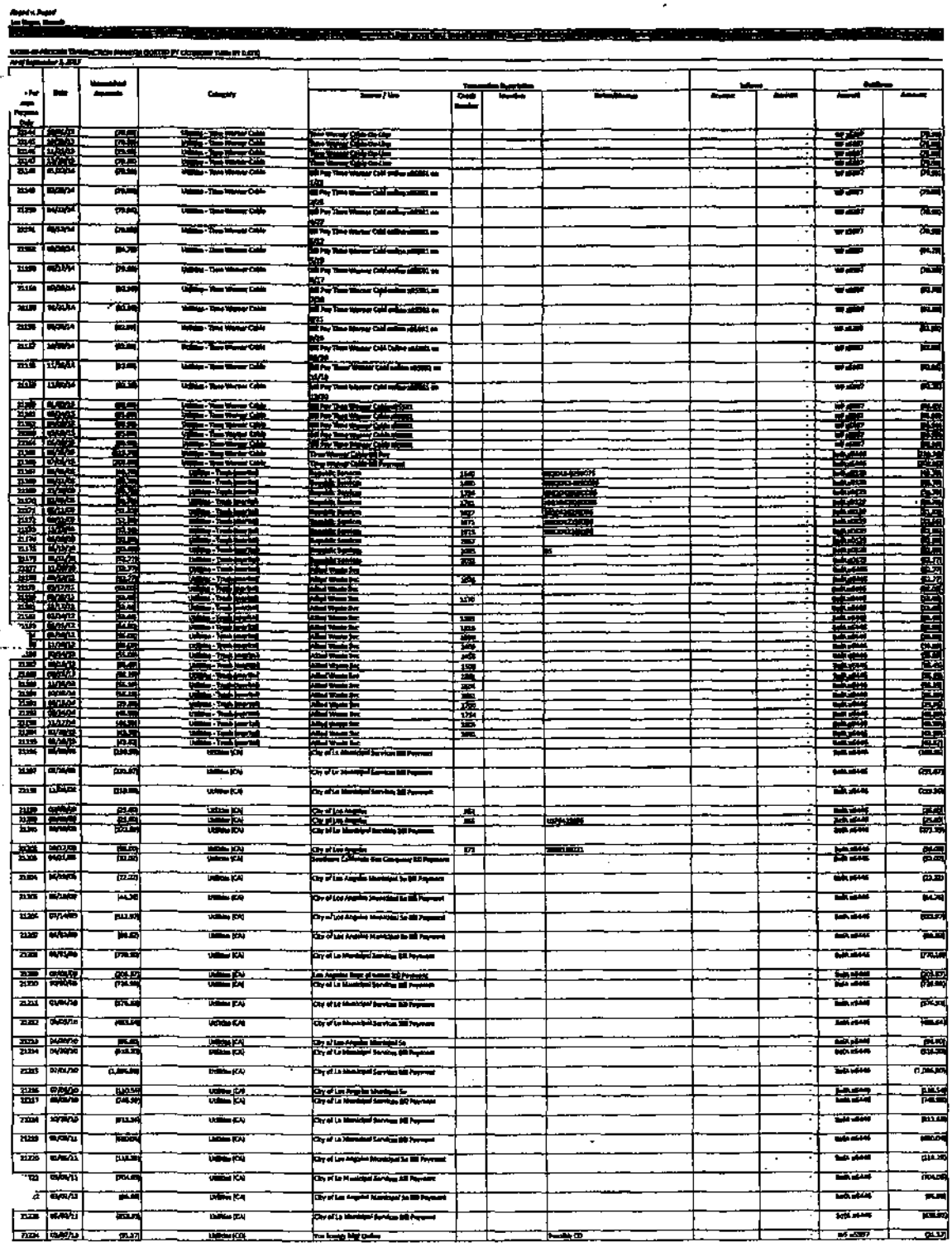


Exhibit 3U.249

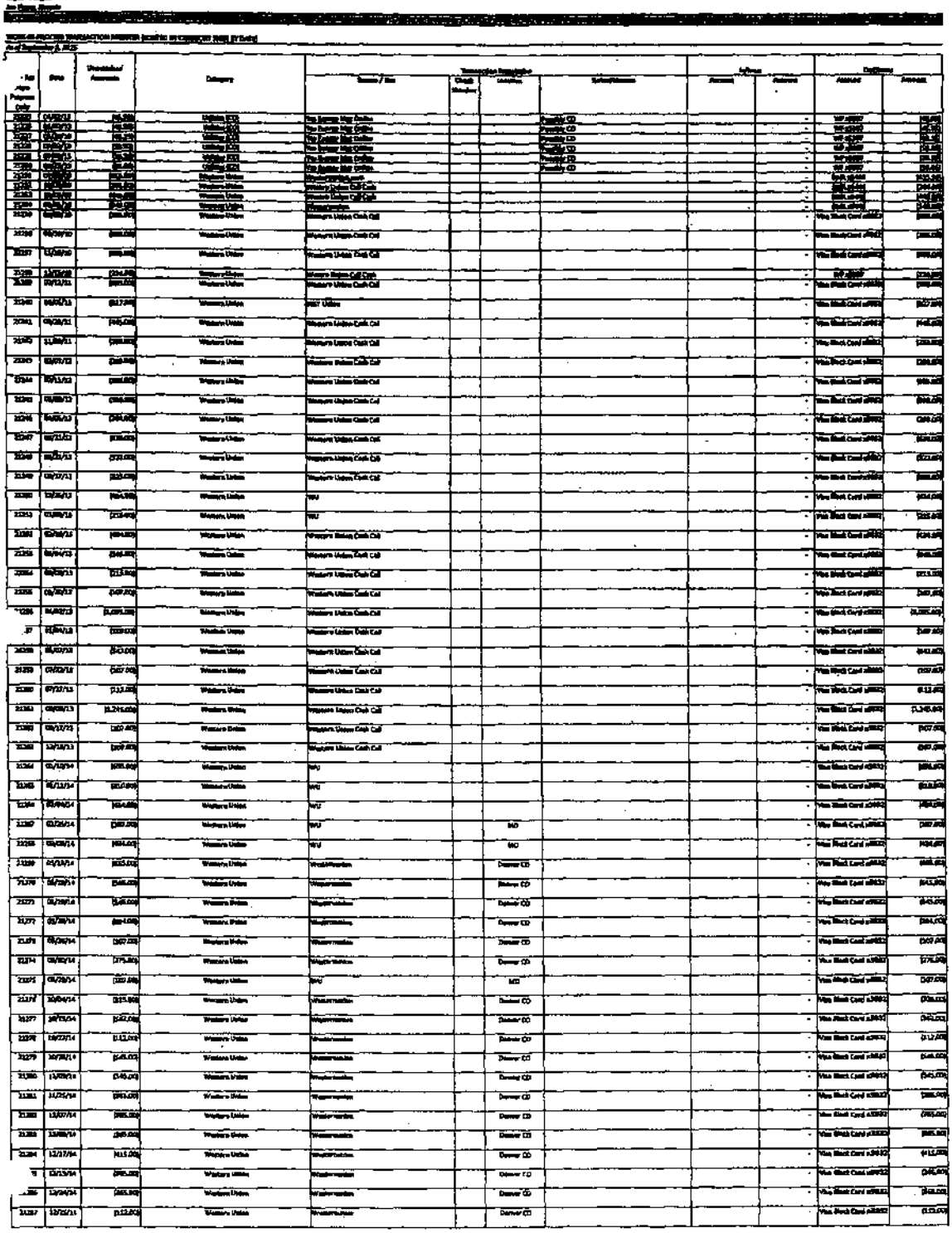


Exhibit 3U.250

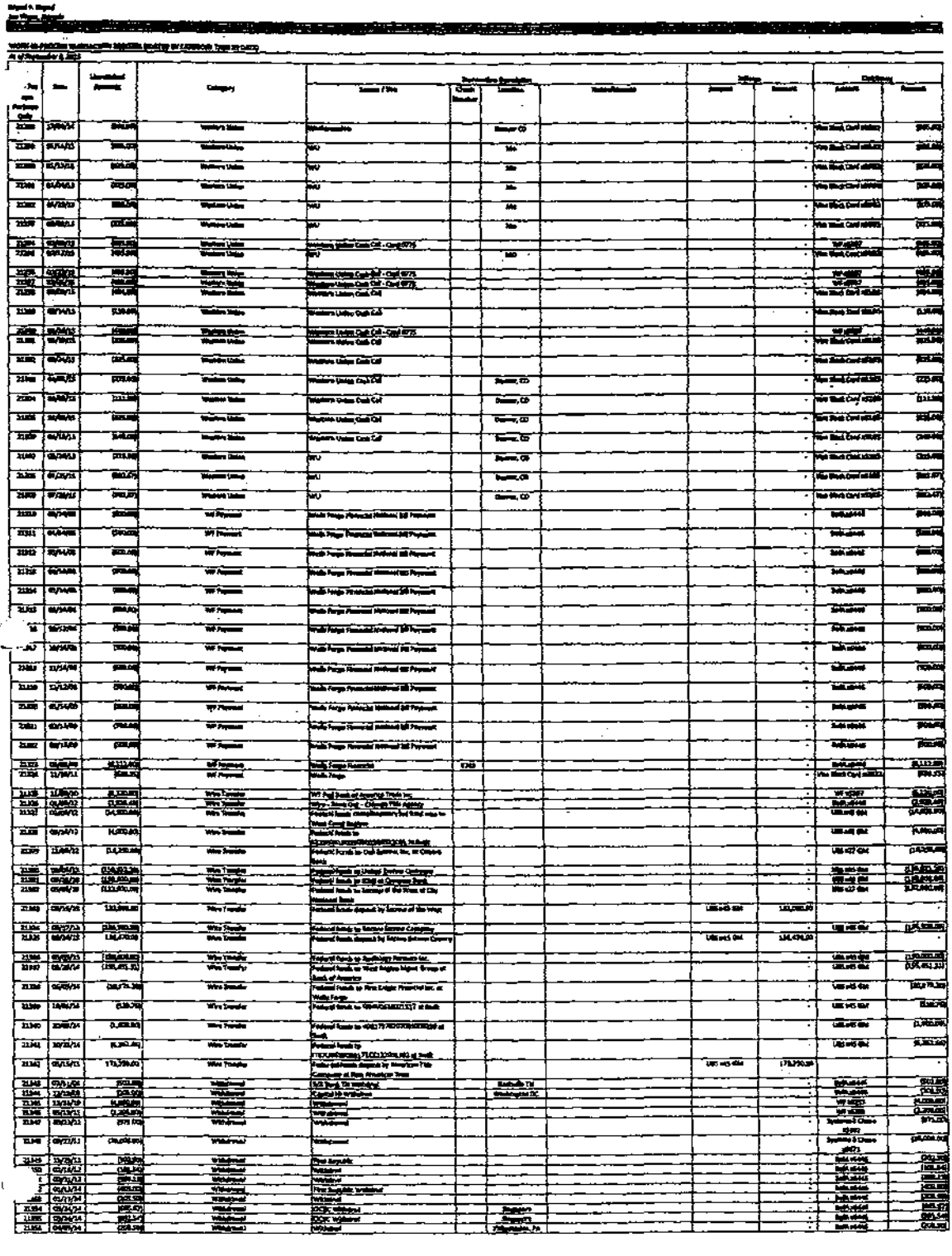


Exhibit 3U.251

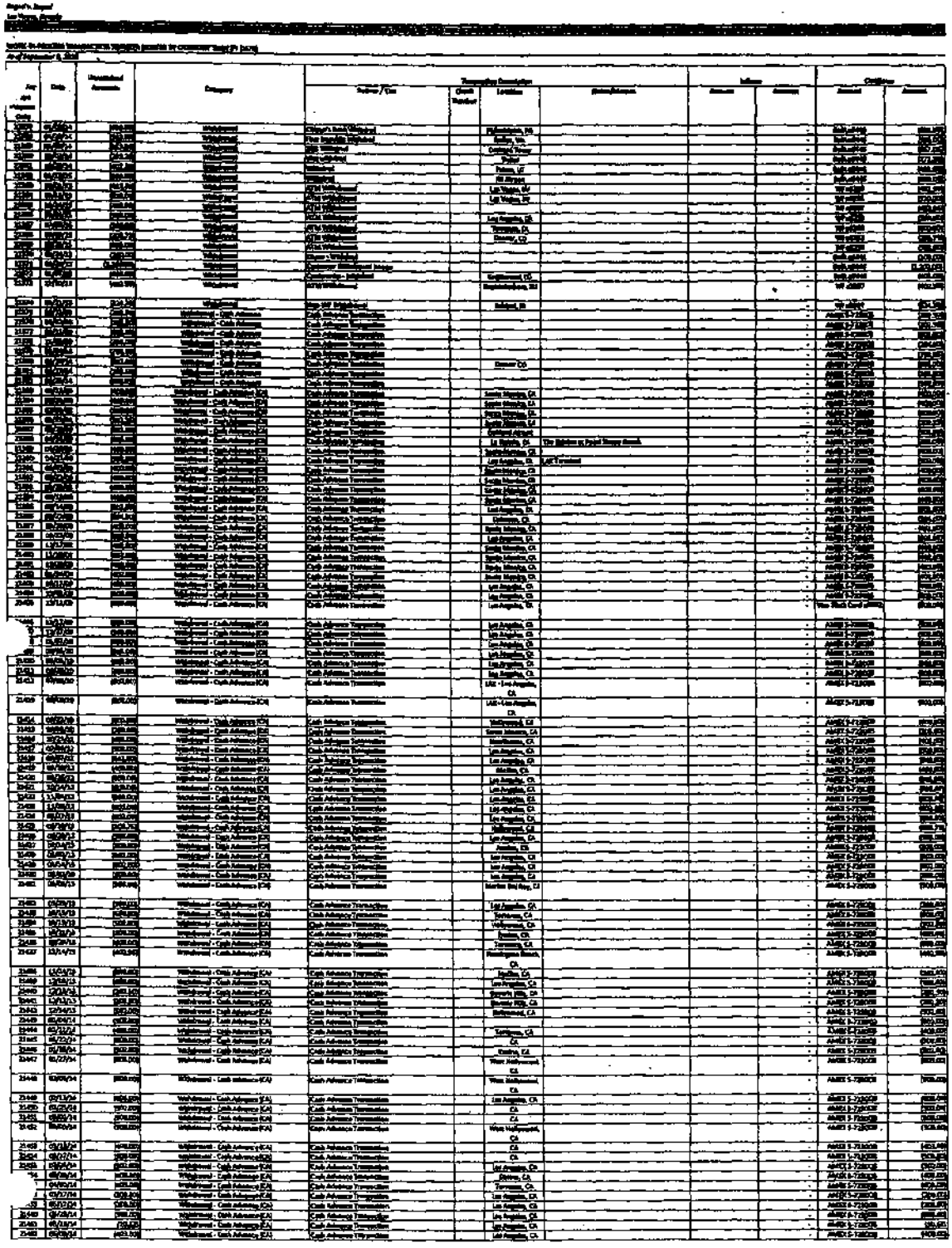


Exhibit 3U.252

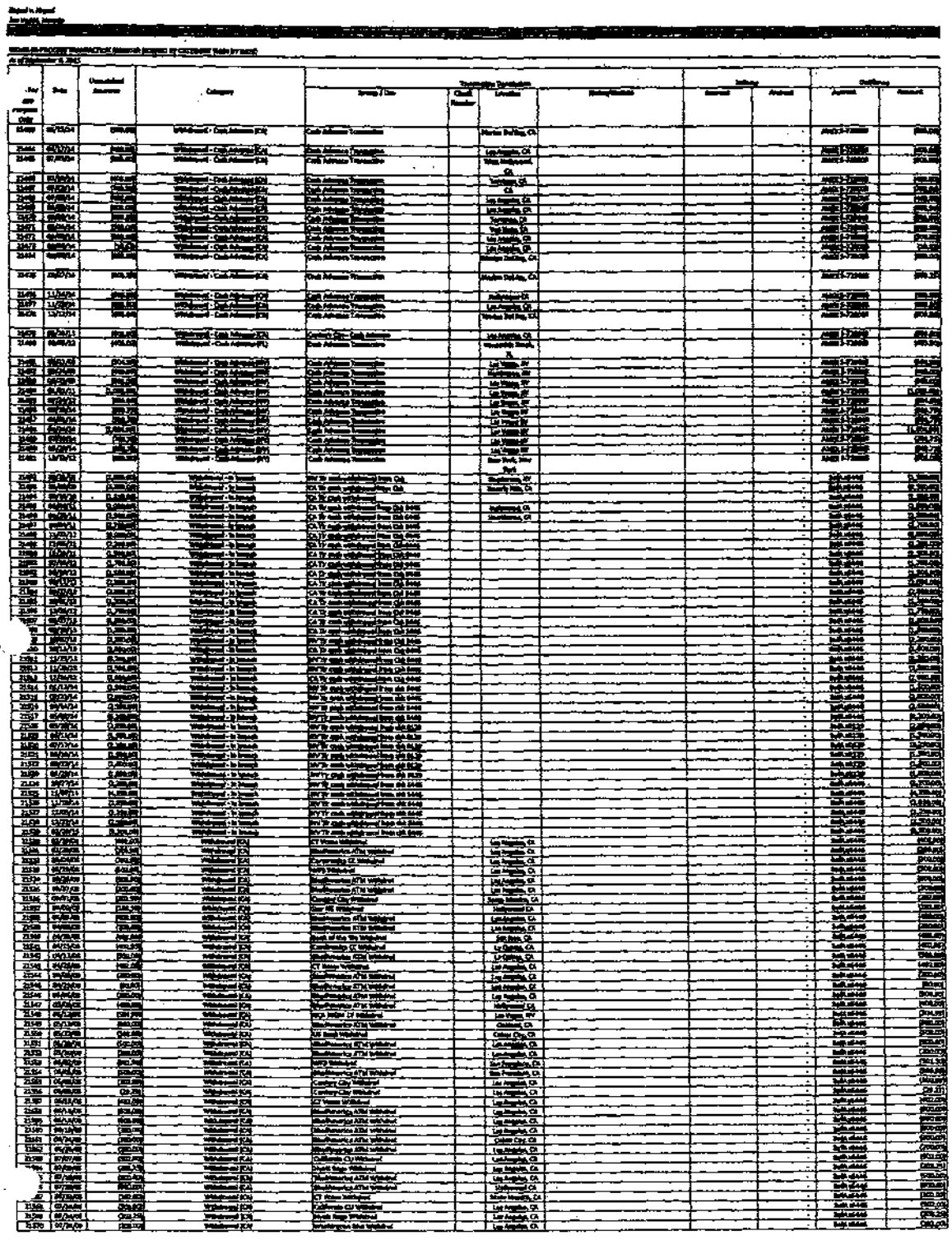


Exhibit 3U.253

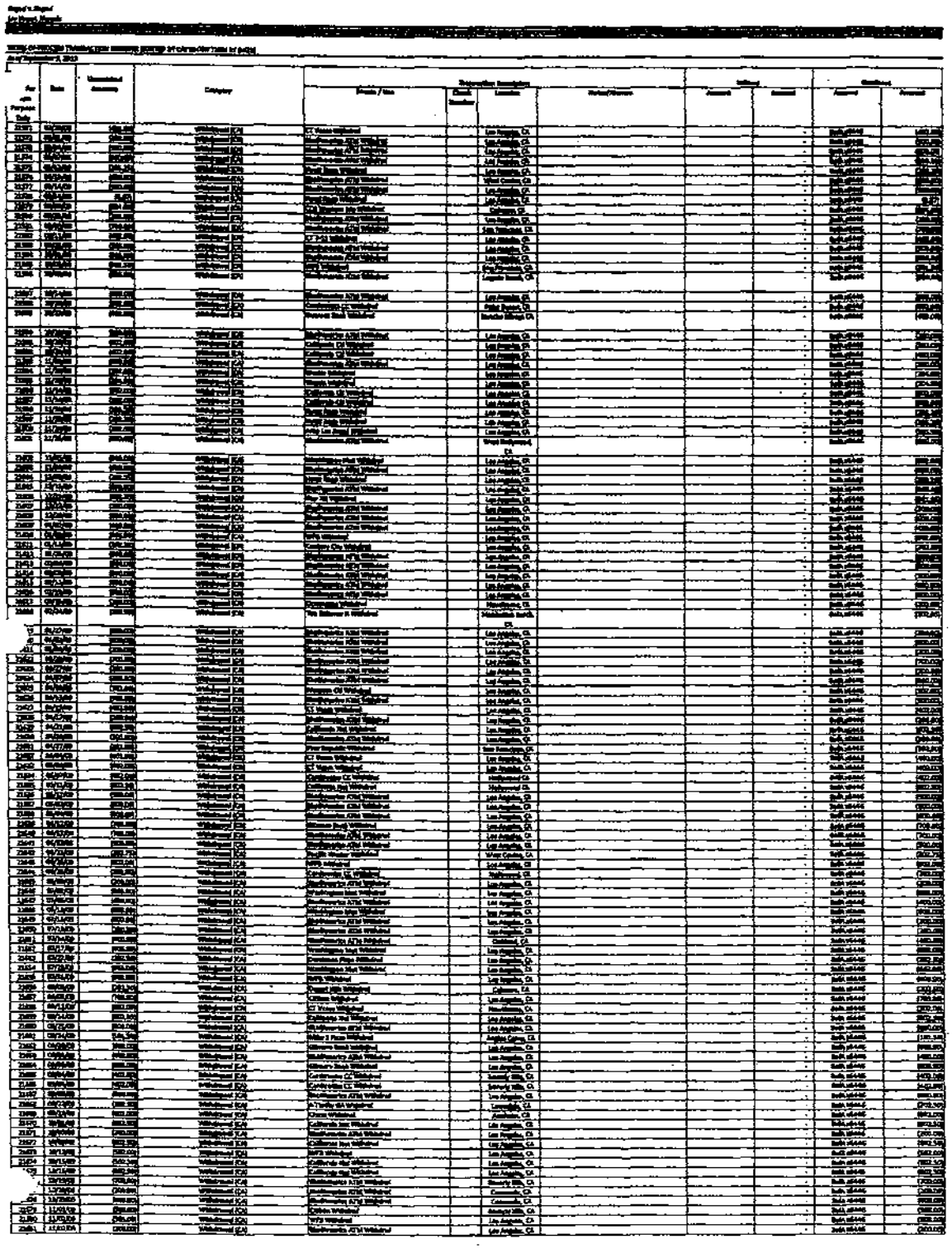


Exhibit 3U.254

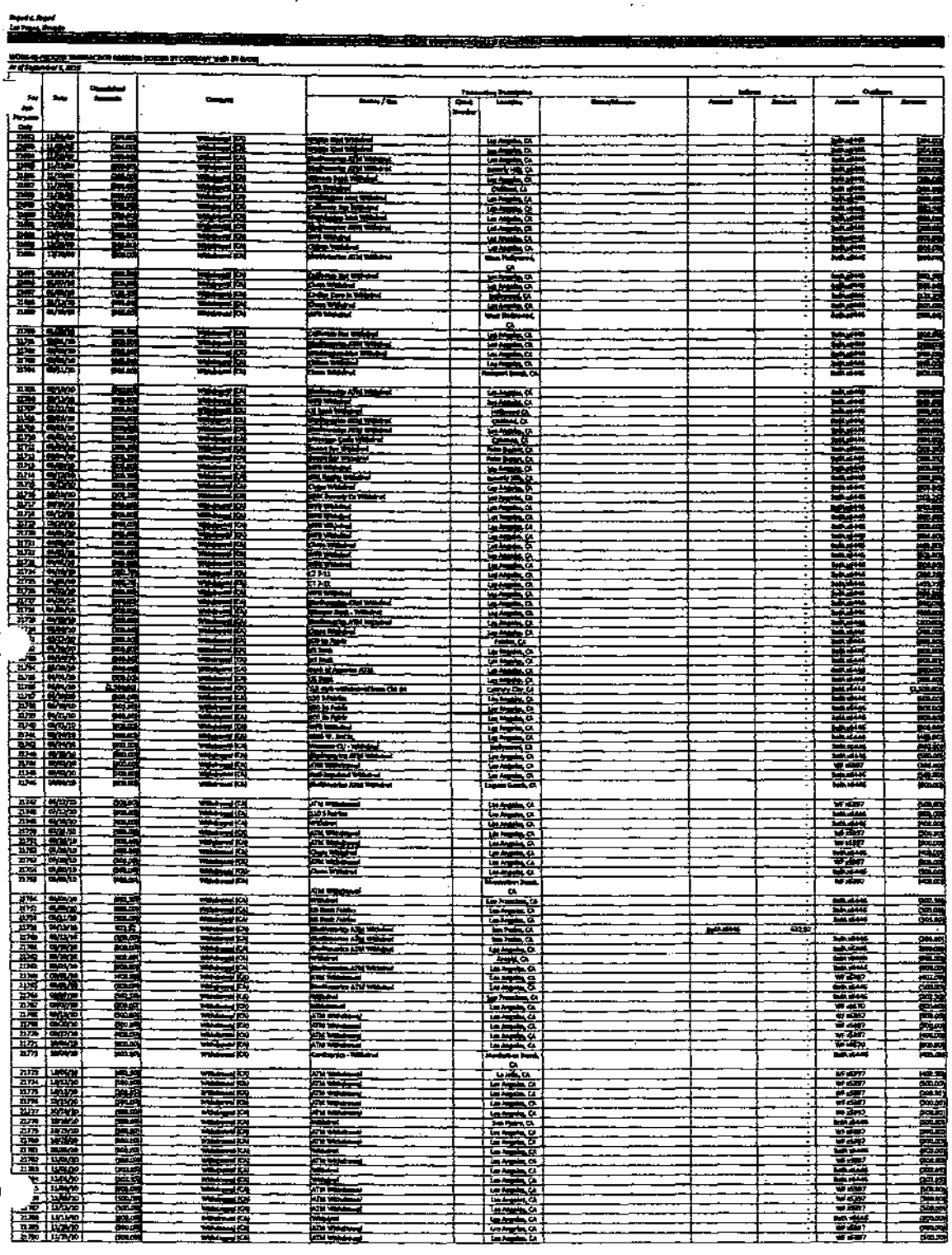


Exhibit 3U.255

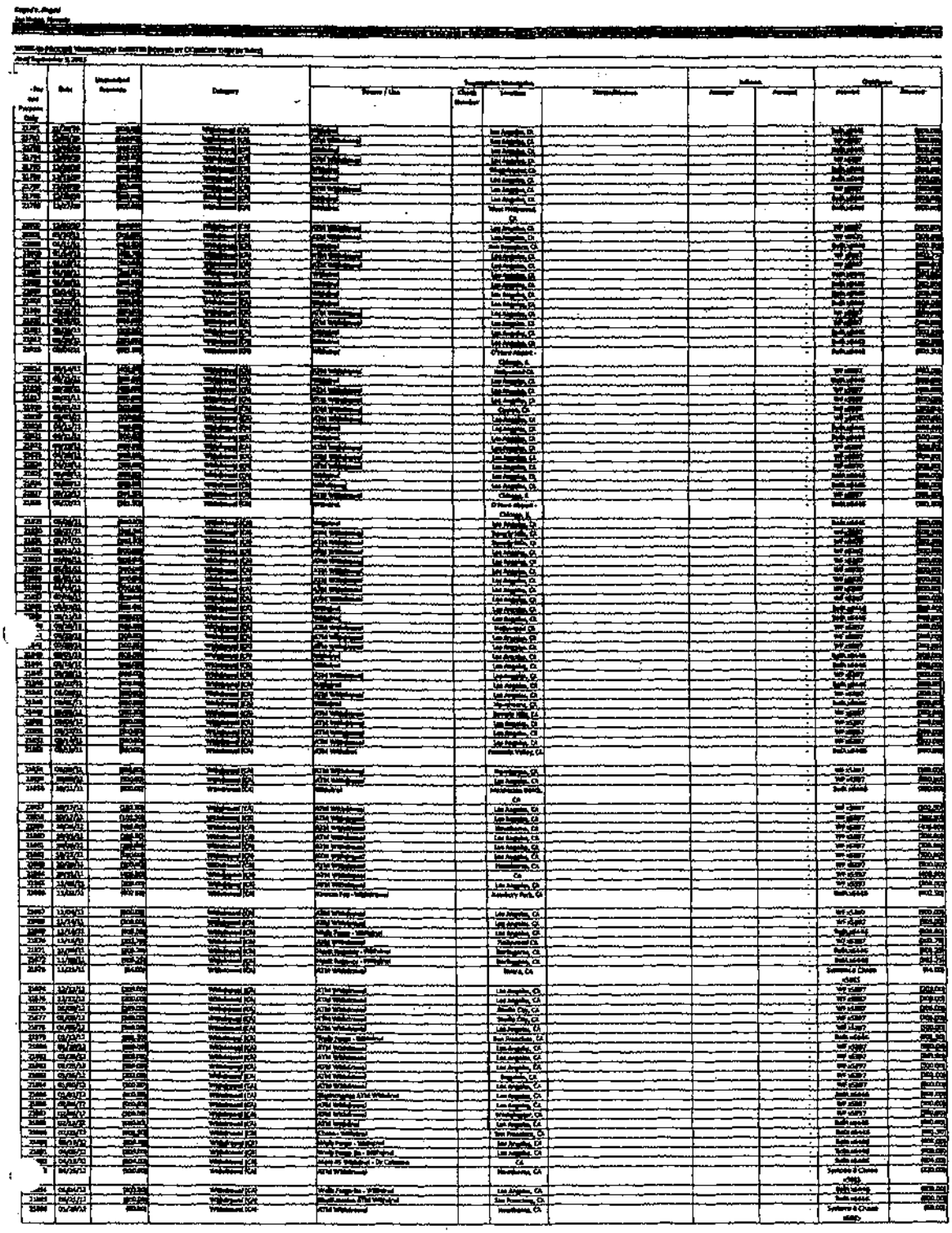


Exhibit 3U.256

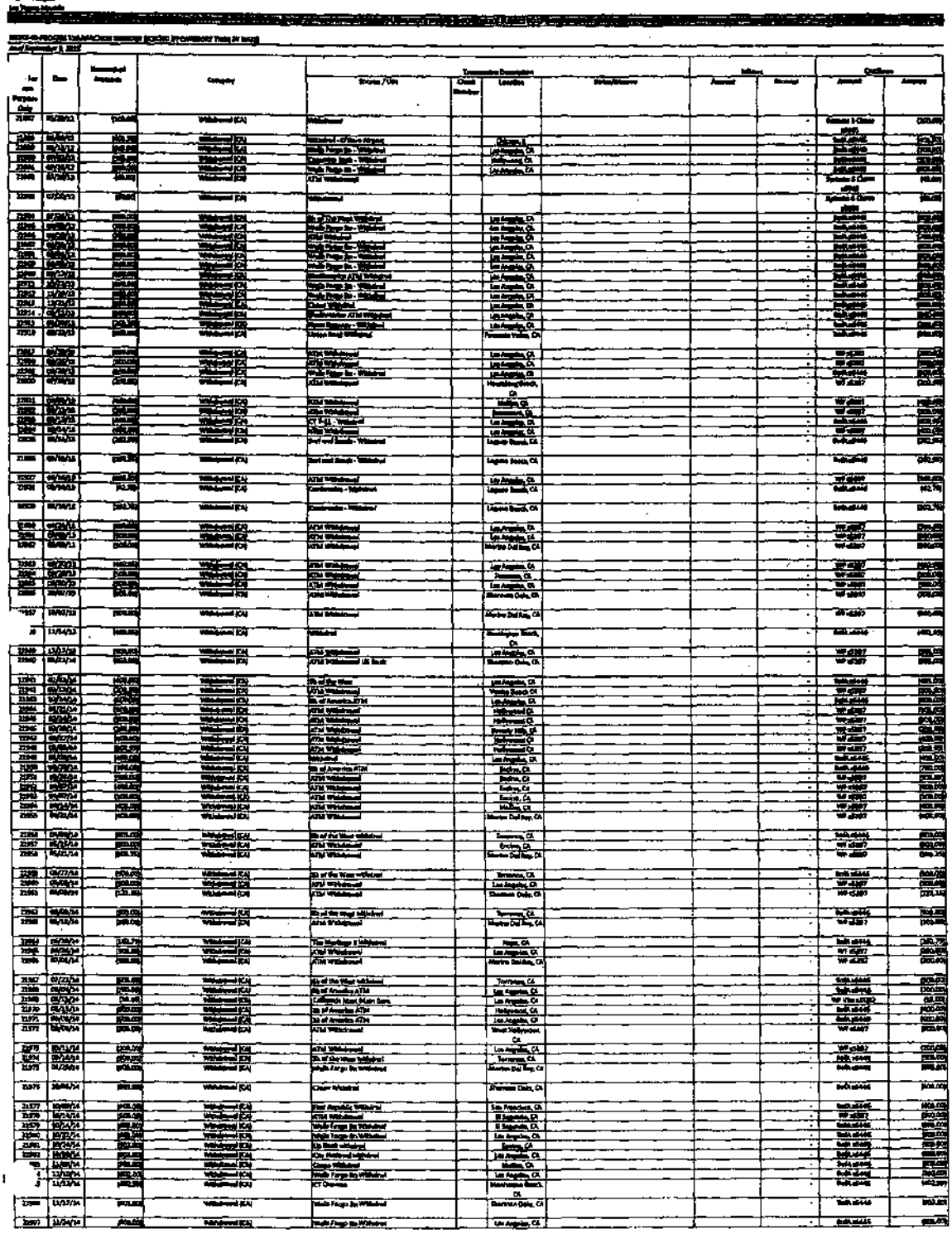


Exhibit 3U.257

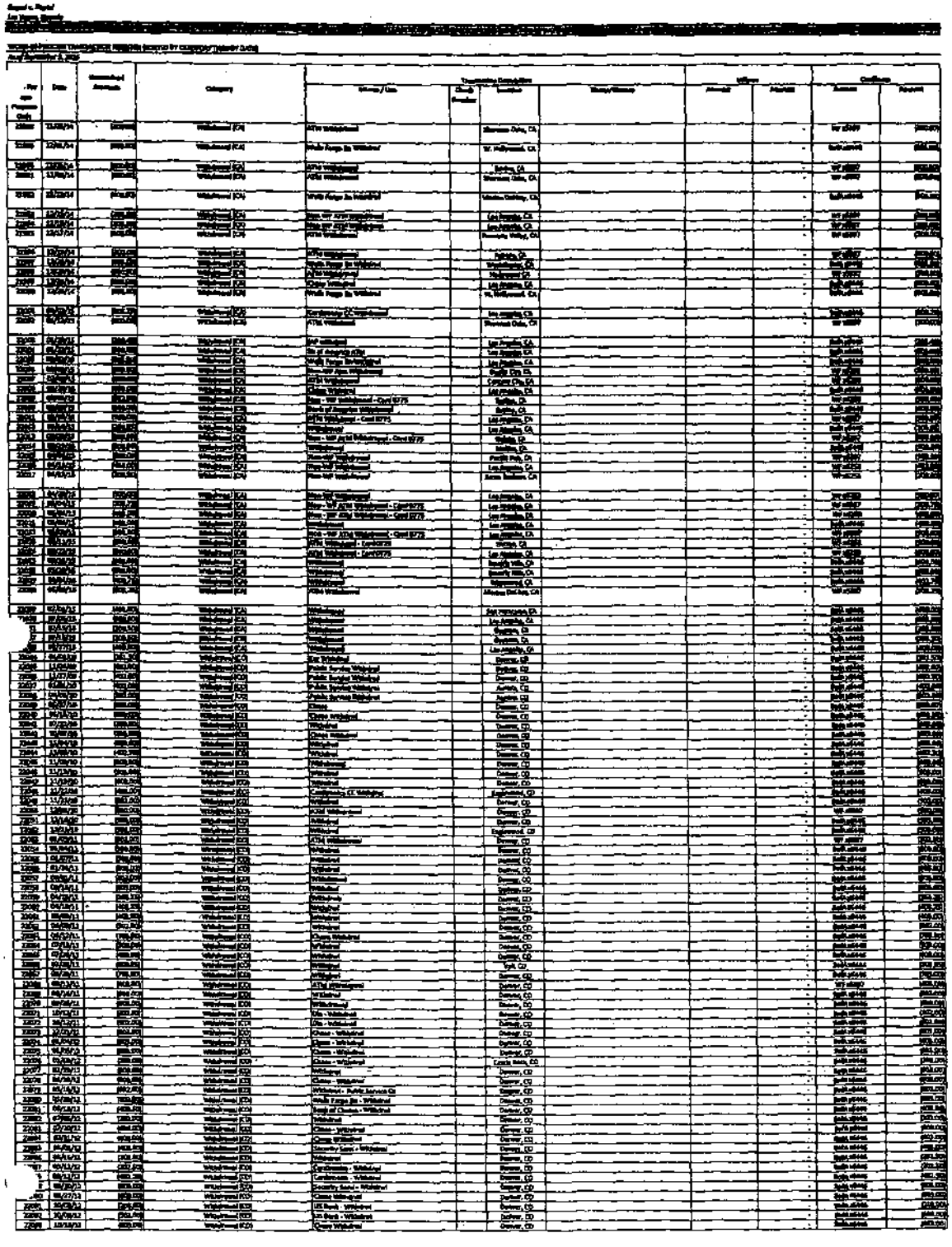


Exhibit 3U.258

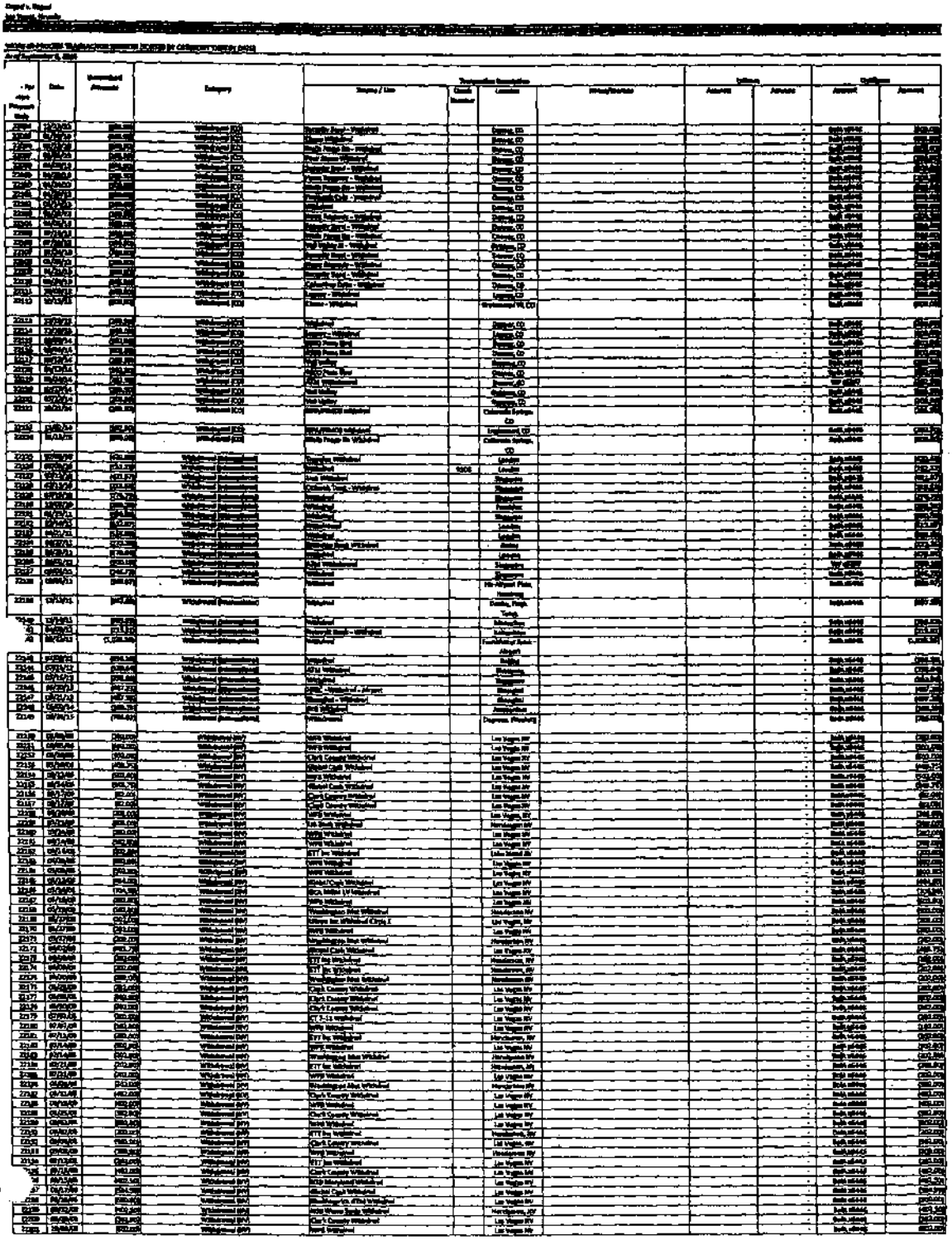


Exhibit 3U.259

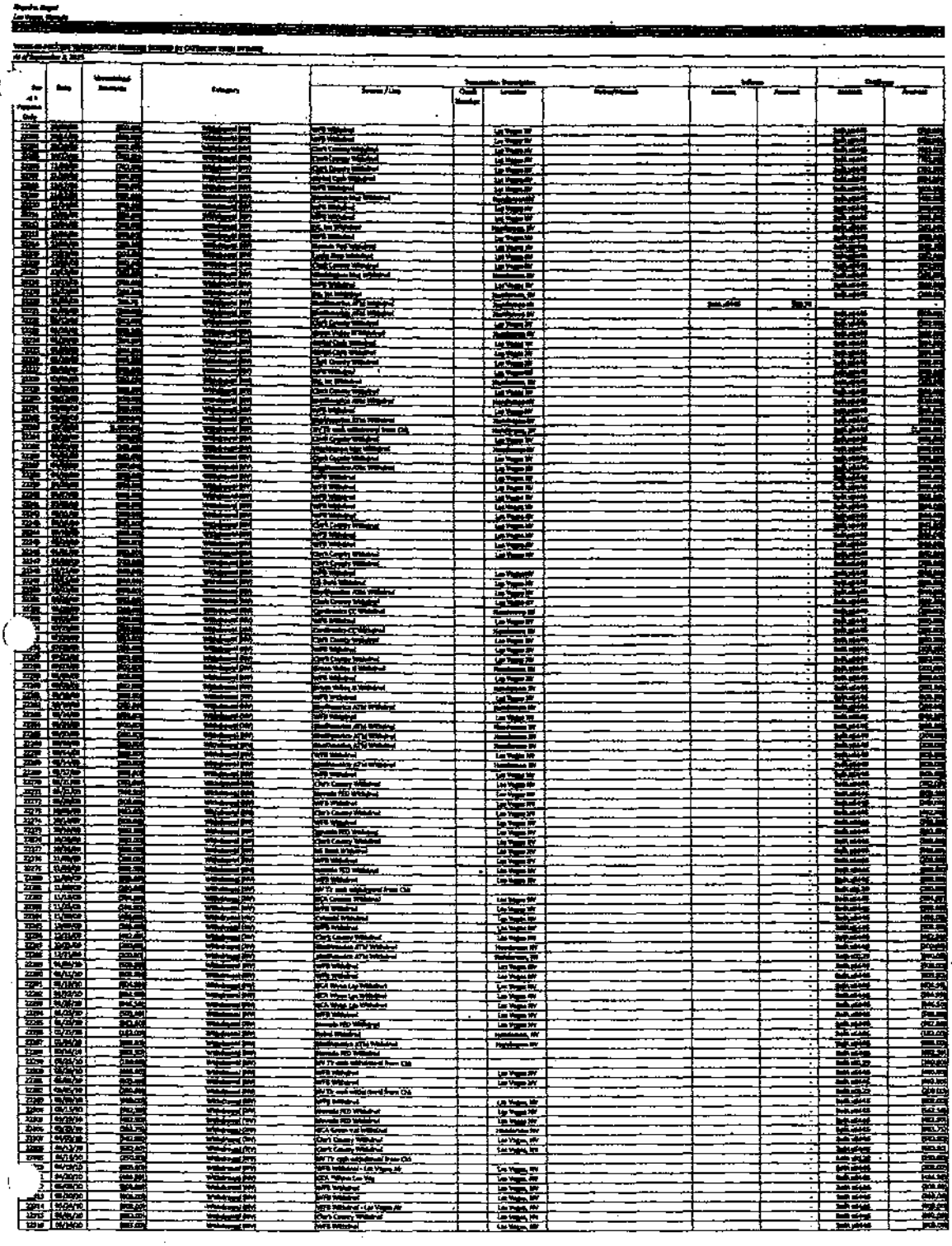


Exhibit 3U.260

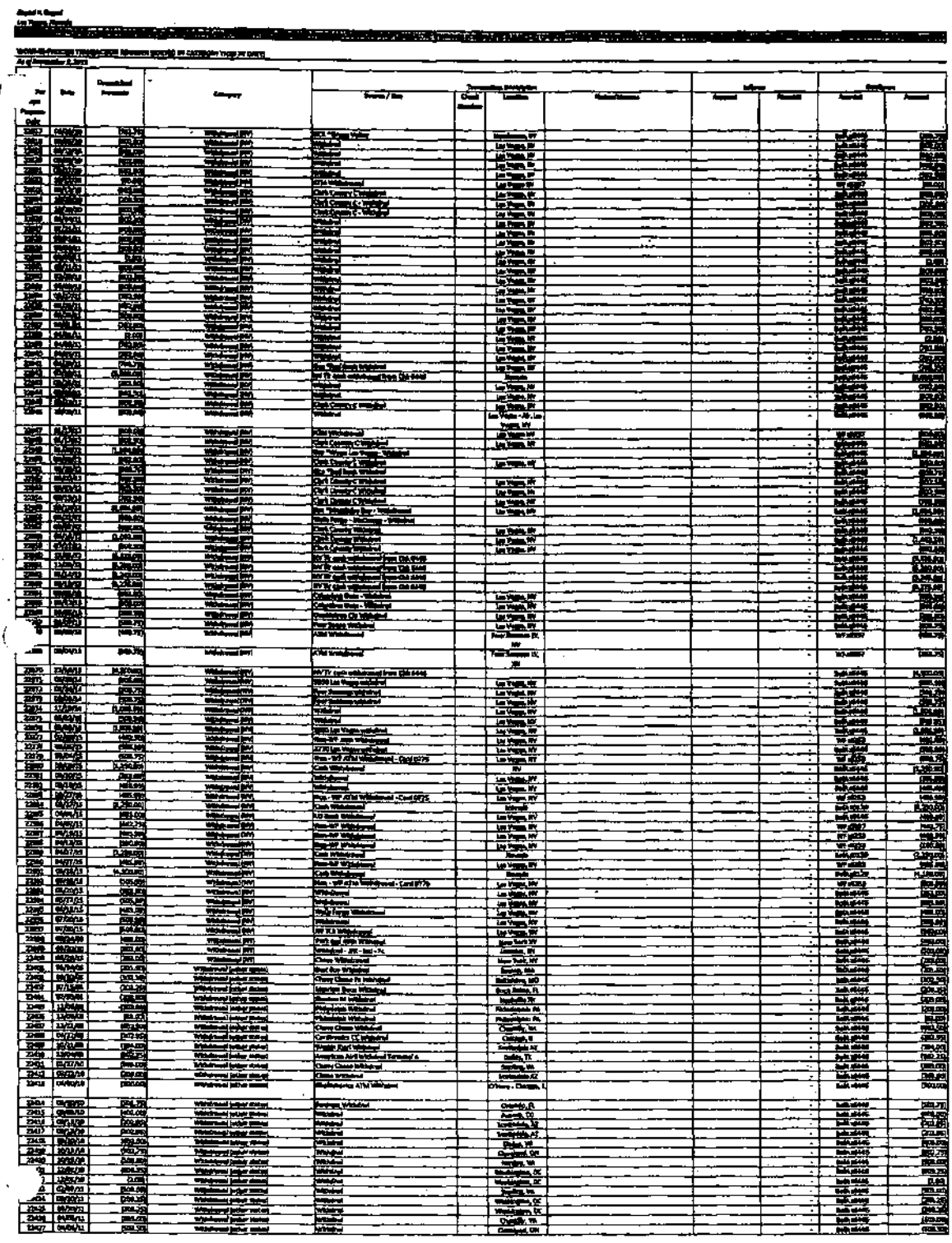


Exhibit 3U.261

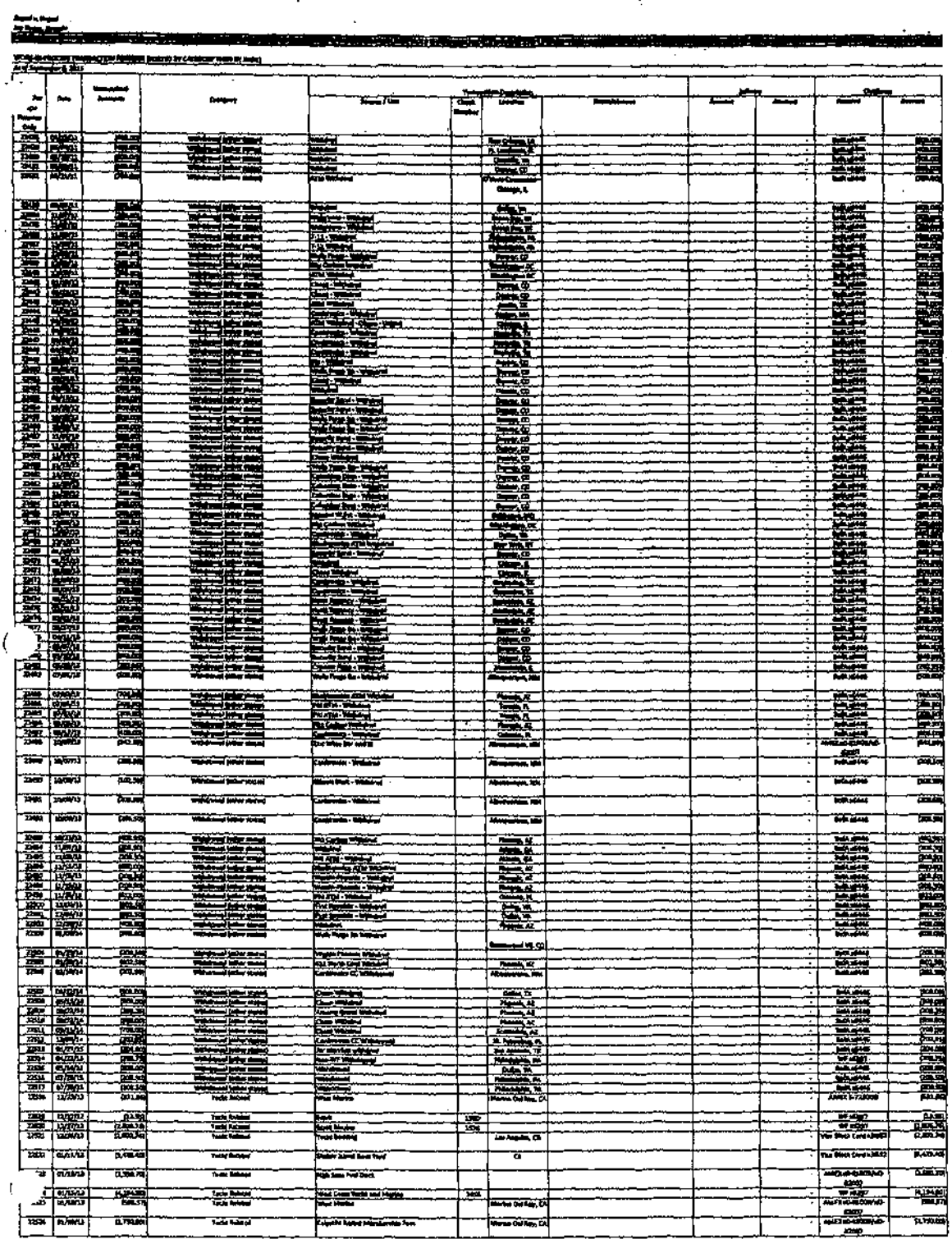


Exhibit 3U.262

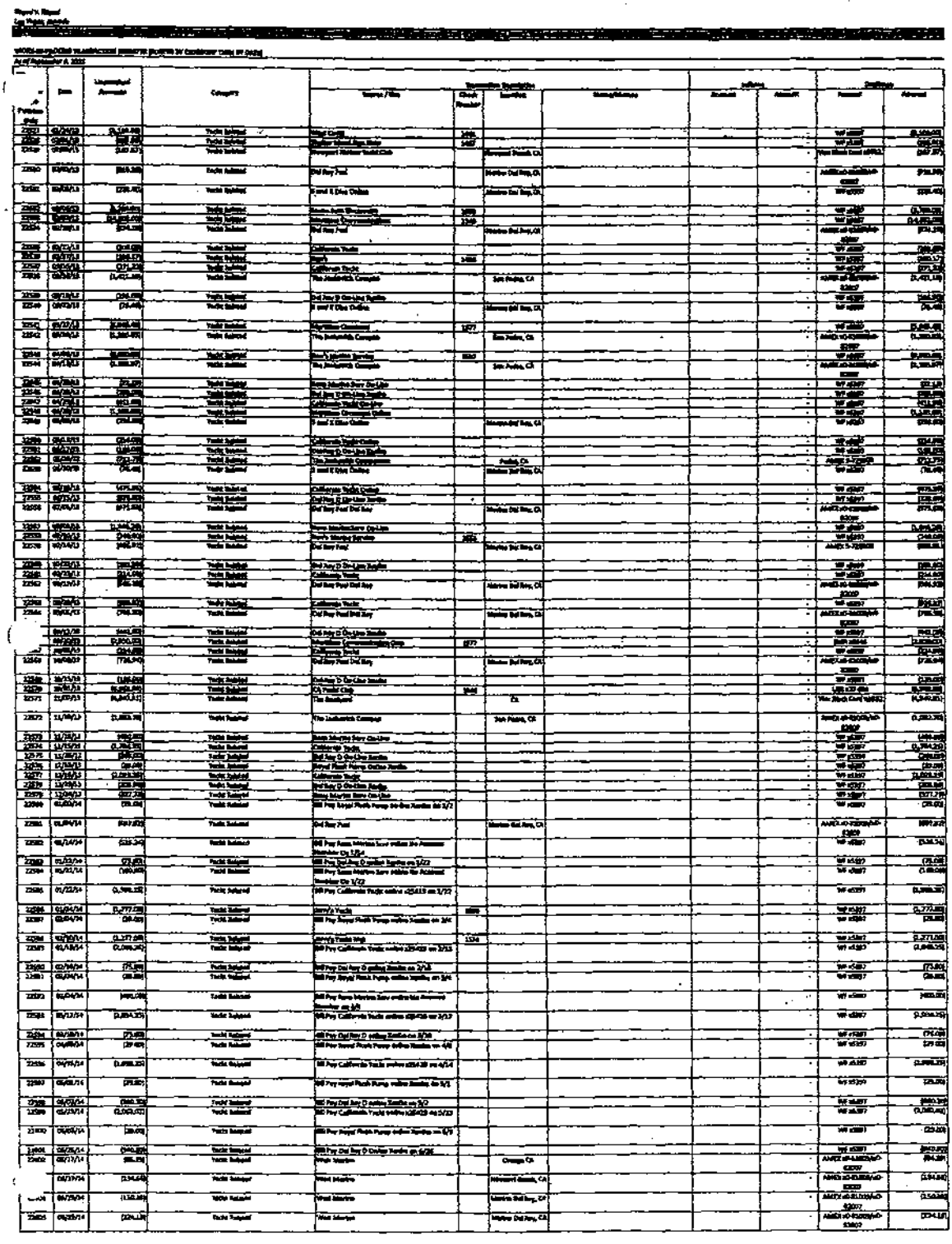


Exhibit 3U.263

[redacted]

Ref ID Posting Date	Date	Reconciled Amounts	Category	Transaction Description				Inflows		Outflows	
				Details / Unit	Check Number	Location	Notes/Memo	Amount	Accrued	Amount	Accrued
[redacted]											

Exhibit 3U.264

Garima Vershney

From: Gabrielle Cioffi-Kogod [gcioffikogod@yahoo.com]
Sent: Tuesday, March 03, 2015 4:34 PM
To: Radford Smith; Garima Vershney
Subject: IVF

Okay, so I'm working on a claim for the hospital today and was doing some research on IVF (in vitro fertilization). Clearly the twins are fraternal, and that might be attributable to them being conceived using that process. That would also mean they were planned -or premeditated - rather than an accident that, of course, "Mr. Kogod doesn't regret." If the wife was 38 or 39, her age may have been an issue.

Also, the history of autos may be more significant as far as who was driving what he was leasing. At one point after we moved here, he was leasing a Porsche Cayenne. He came home after an extended trip and said they totaled it in the airport parking garage and he had to lease a new car, but he went with a BMW SAV. I wonder if he didn't actually drive that Porsche to CA, and it was being used there. Just a thought.

I'm still finishing the biography.
Thanks,
Gab

Kogod, Pltf
10981

Exhibit 3U.265

Nadya Khapsalis
(Nadine Khapsalis Kogod)

Add Friend | Message

Timeline | About | Friends | Photos | More

DO YOU KNOW NADYA?

To see what she shares with friends, send her a friend request.

Add Friend

Studied at californiaya healing art college

303 friends

Became friends with Vadim Prilulyak and 5 other people

FRIENDS · 303

Nadya Khapsalis
January 21 · iOS · Edited ·

ВСЕМ-ВСЕМ ОГРОМНОЕ СПАСИБО ЗА ТАКИЕ ТЕПЛЫЕ СЛОВА И ТАКОЕ КОЛИЧЕСТВО ПОЗДРАВЛЕНИЙ !!!! Я в приятном ШОКЕ))) Love Nadushka ... Ваша ....

See Translation

Share

64 people like this.

View 7 more comments

Vicky Gontin С Днем Рожденияlllecero самого наилучшего!!!!
See Translation
January 22 at 7:25am · 1

Ерема Сабиев Целуйкаю!!! И деток!!!
See Translation
January 22 at 12:30pm · 1

Liana Delmar С днем рождения! Будь счастлива и здорова, Надюша!
See Translation
January 22 at 12:41pm · 1

Yaroslava Mekh Надежда!!!!!! Ты компас земной!!!;)
See Translation

Kogod, Pltf
10982

Exhibit 3U.266

January 22 at 12:47pm · 2

PHOTOS

GROUPS · 2

Russian Comedy Club LA - Friends
2,313 members
Open group for Friends and Fans of...

Система Безопасного Секса
645 members
Система X-Registar – международный...

RECENT ACTIVITY

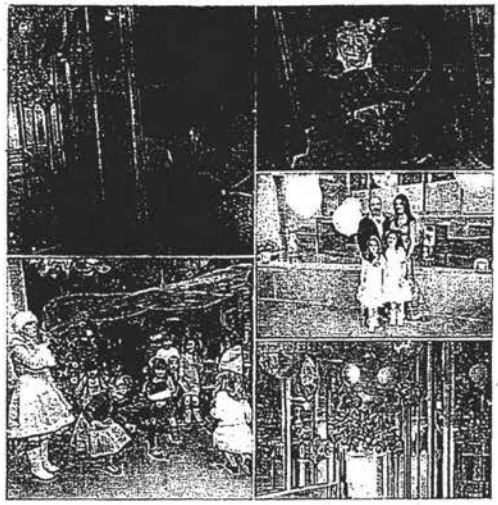
Nadya is now friends with Vadim Pritulyak and 4 other people.

Nadya Khapsalis added Nadine Khapsalis Kogod to her Other Names on her profile.

English (US) · Privacy · Terms · Cookies · Advertising · More
Facebook © 2015

Nadya Khapsalis added 6 new photos.
December 31, 2014 ·

HAPPY NEW YEAR EVERYBODY!!!! — with Elizabeth Khapsalis and 13 others.



Share

63 people like this.

View 7 more comments

Boris Goldfarb Взаимно!
January 1 at 7:34am · 1

Елена Болотина С Новым Годом !!! Всего самого лучшего всем Вам!!!!
See Translation
January 1 at 8:25am · 1

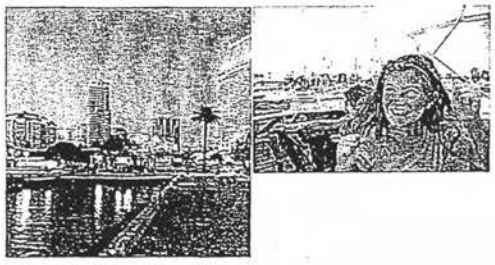
Barbara Dourmashkin-Case happy New Year!
January 1 at 11:10am · 1

Anushka Dosik Happy New Year!!!!
January 1 at 5:59pm · 1

2014 HIGHLIGHTS

Nadya Khapsalis added 5 new photos.
June 22, 2014 · Edited ·

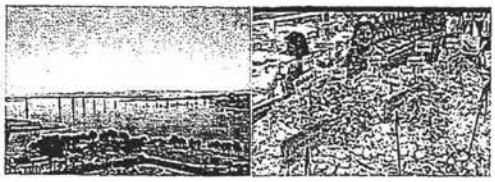
Beautiful San Diego



Kogod, Pltf
10983

Exhibit 3U.267

Nadya Khapsalis



Share

18 people like this.

Vsevolod Bobovnikov Sister, не трави душу.....)
See Translation
June 22, 2014 at 12:57pm

Nadya Khapsalis Давай приезжай !
See Translation
June 22, 2014 at 1:18pm · 1

Nadya Khapsalis and Nikos Adamidis are now friends.
June 15, 2014

Nikos Adamidis

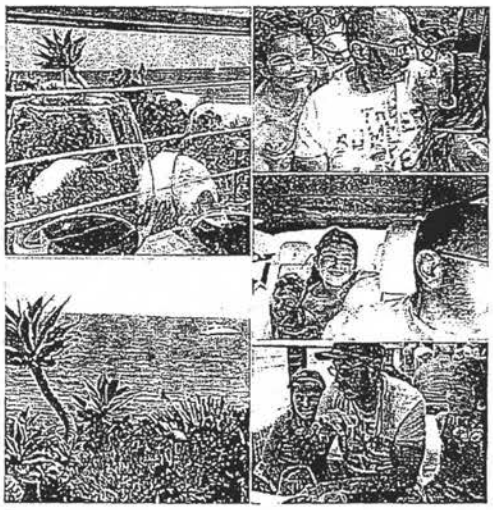
АОТФ УКСДИ

Add Friend

Nadya Khapsalis added 5 new photos.
June 8, 2014 · Edited ·

Жизнь дарит человеку в лучшем случае одно-единственное неповторимое мгновение, и
секрет счастья в том, чтобы это мгновение повторялось как можно чаще.
Оскар Уайльд

See Translation



Share

38 people like this.

Olga Potapovitch Классные фотки!!! Красиво!!!Это вы где?
See Translation
June 9, 2014 at 1:19am · 2

Kogod, Pltf
10984

Exhibit 3U.268

Nadya Khapsalis

Елена Болотина Супер !!! Все супер!!!
June 9, 2014 at 9:31am · 1

Dina Zhanturina Выросли как! Красотки!
See Translation
June 9, 2014 at 10:28am

Nadya Khapsalis Nobu /Nikita/ Malibu ...)))
June 10, 2014 at 7:49pm

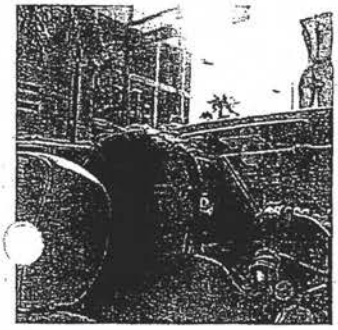
More posts from April 18 to June 8

Nadya Khapsalis and Boris Teterevs are now friends.
April 18, 2014

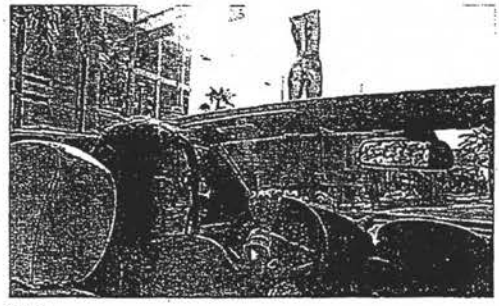
Boris Teterevs

10 Рижская средняя школа
582 followers

PHOTOS · 2014



Nadya Khapsalis changed her profile picture.
April 18, 2014 ·



FRIENDS · 2014

Share

61 people like this.

View 10 more comments

Bambi Bakhshi And We Miss You Nadya Khapsalis! Daddy Luv
October 14, 2014 at 9:50am · Edited · 3

Bhisham Bakhshi My dearest Nadya, Wishing you, your Husband, Gorgeous Daughters - La" Familia a Great Thanksgiving. With Best Affection. Papa Bhisham Bakhshi and Mama Binoo Bakhshi
November 27, 2014 at 9:07pm · 2

Nadya Khapsalis Thank u so much dear Dadda Bhisham !!!)))
December 16, 2014 at 8:19am

Irina Krantz Hot mama!
December 16, 2014 at 9:14pm · 1

More posts from January 1 to April 18

2013

HIGHLIGHTS

More posts from April 7 to December 31

Nadya Khapsalis was in Las Vegas, Nevada.
April 7, 2013 ·

Share

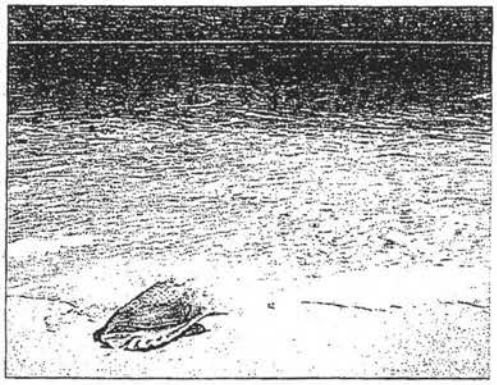
5 people like this.

Kogod, Pltf
10985

Exhibit 3U.269

More posts from February 21 to April 7

Nadya Khapsalis updated her cover photo.
February 21, 2013



Share

4 people like this.

1 share

Nadya Khapsalis changed her profile picture.
February 21, 2013

Share

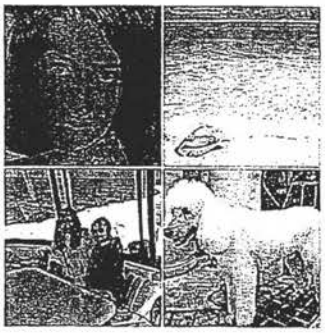
49 people like this.

View 6 more comments

Nadya Khapsalis voploshenie FOTOSHOPA!!!! A vse ravno PRIYATNOOOO!!!!LOL!!!))) SPASIBO !!! Celyu vsex
February 21, 2013 at 9:18am

Dina Zhanturina Какая разная красота! То бурлящая-искрящаяся! То задумчиво-печальная! Надюшка, оставайся всегда такой красивой!!!
See Translation
February 22, 2013 at 6:35pm

PHOTOS · 2013



FRIENDS · 2013

Pavel Kregelin | Jules Hamovitz | Diana Kruhar

https://www.facebook.com/nadya.khapsalis

Kogod, Pltf
10986

Exhibit 3U.270

Nadya Khapsalis Чечисм
See Translation
September 26, 2013 at 4:18pm

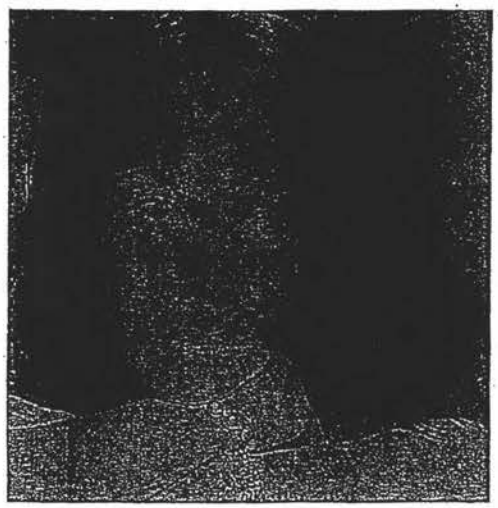
Asya Gorovets Those eyes ...
September 26, 2013 at 4:54pm · 1

More posts from January 1 to February 21

2012 HIGHLIGHTS

More posts from August 5 to December 31

Nadya Khapsalis
August 5, 2012 ·



Share

53 people like this.

View 1 more comment

Леонид Димаков Надя все хорошо ????
See Translation
February 5 at 4:53am

Leonid Vyssokov Ty Moya Solnyshka!
See Translation
February 5 at 9:49am

Lika Osipova Красотка
See Translation
February 5 at 1:44pm

Tatiana Lubovetskaya ...люблю тебя....краса!!!!
See Translation
February 5 at 2:57pm

More posts from April 26 to August 5

PHOTOS · 2012

Nadya Khapsalis updated her cover photo.
April 26, 2012 ·

Exhibit 3U.271

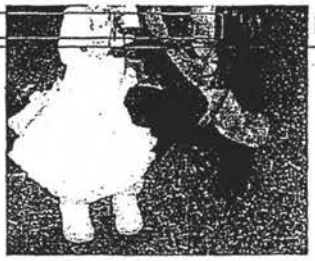
Svetlana Arpas

2011

MOMENTS FROM THE YEAR

book presentation

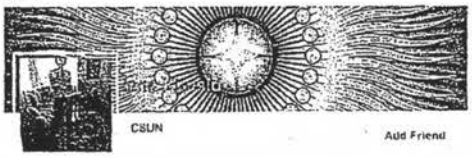
FRIENDS 2011



Share

7 people like this.

Nadya Khapsalis and Inna Khusid are now friends
December 19, 2011



CSUN Add Friend

Nadya Khapsalis and Alex Durmashkin are now friends
August 19, 2011

Alex Durmashkin

Yaroslavl State University

Nadya Khapsalis
2011

book presentation

2011

http://www.youtube.com/watch?v=FpBenRsPyjU

Olga Potapovitch likes this.

2010

FRIENDS 2010

Casella Home

Recent
2014
2013
2012
December
November
October
September
August
July
June
May
April
March
February
January
2011
2010
2009
Born

Sponsored

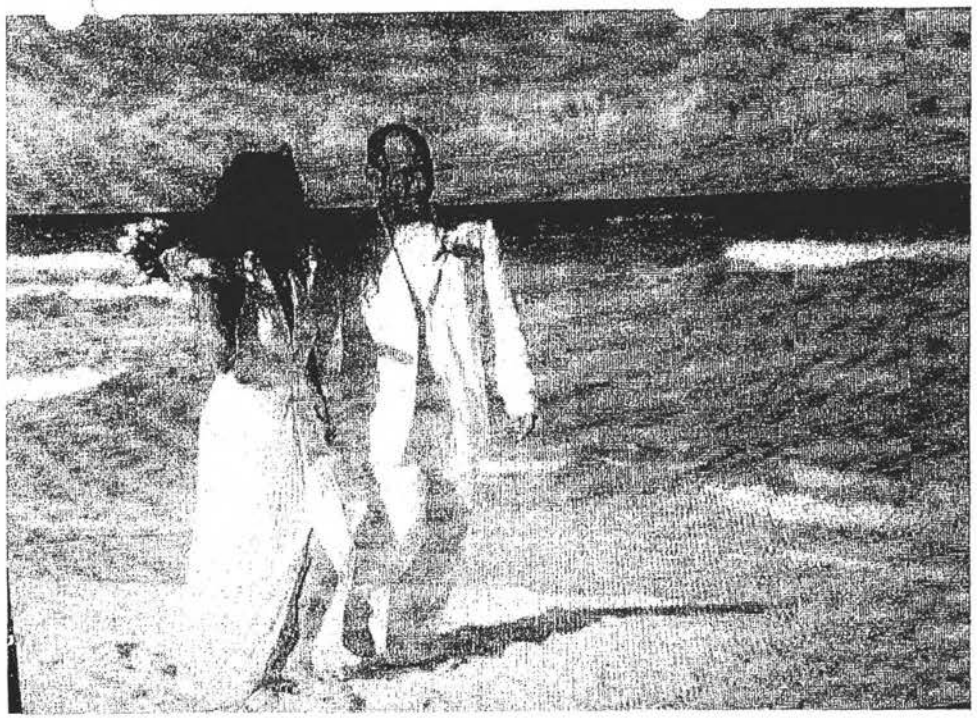
Kensington
Classic, But Never Stuffy

Foam Glow 5K - $20
$20 early bird tickets to F
Glow 5K. Don't miss out.
price is ending quick!

Chat (61)

Kogod, Pltf
10988

Exhibit 3U.272

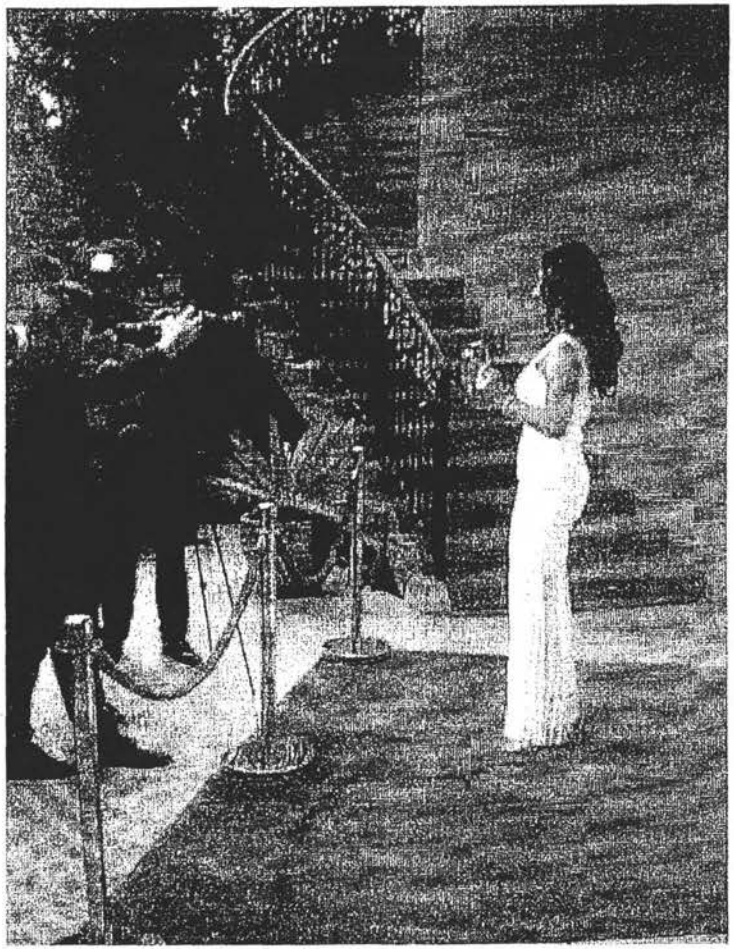


Kogod, Pltf
10989

Exhibit 3U.273

Kogod, Pltf
10990

Exhibit 3U.274



Kogod, Pltf
10991

Exhibit 3U.275

sele Home

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Julia Gritsuk
October 24, 2014

With Nadya Khapsalis.

Share

9 people like this.

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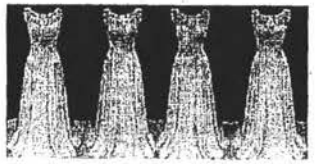

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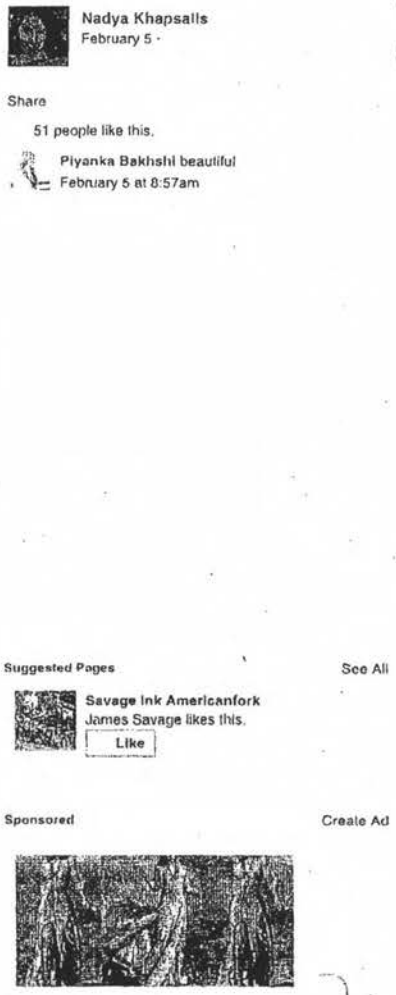

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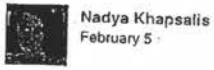

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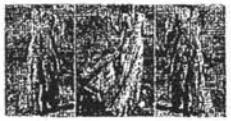

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2

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1

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2

! Все супер!!!

1

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Recent
2015
2014
December
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October
September
August

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2

! Все супер!!!

1

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Cassie Home

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2

! Все супер!!!

1

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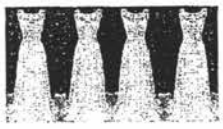

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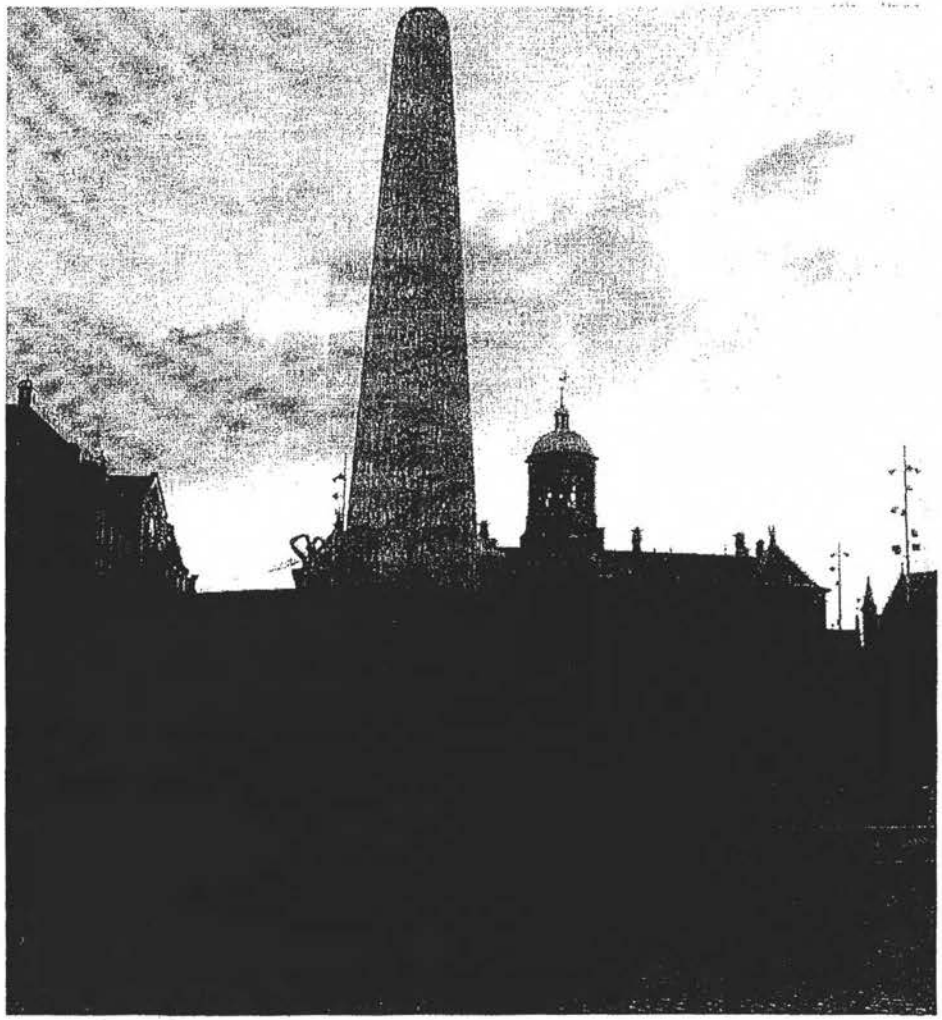

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May 31, 2014

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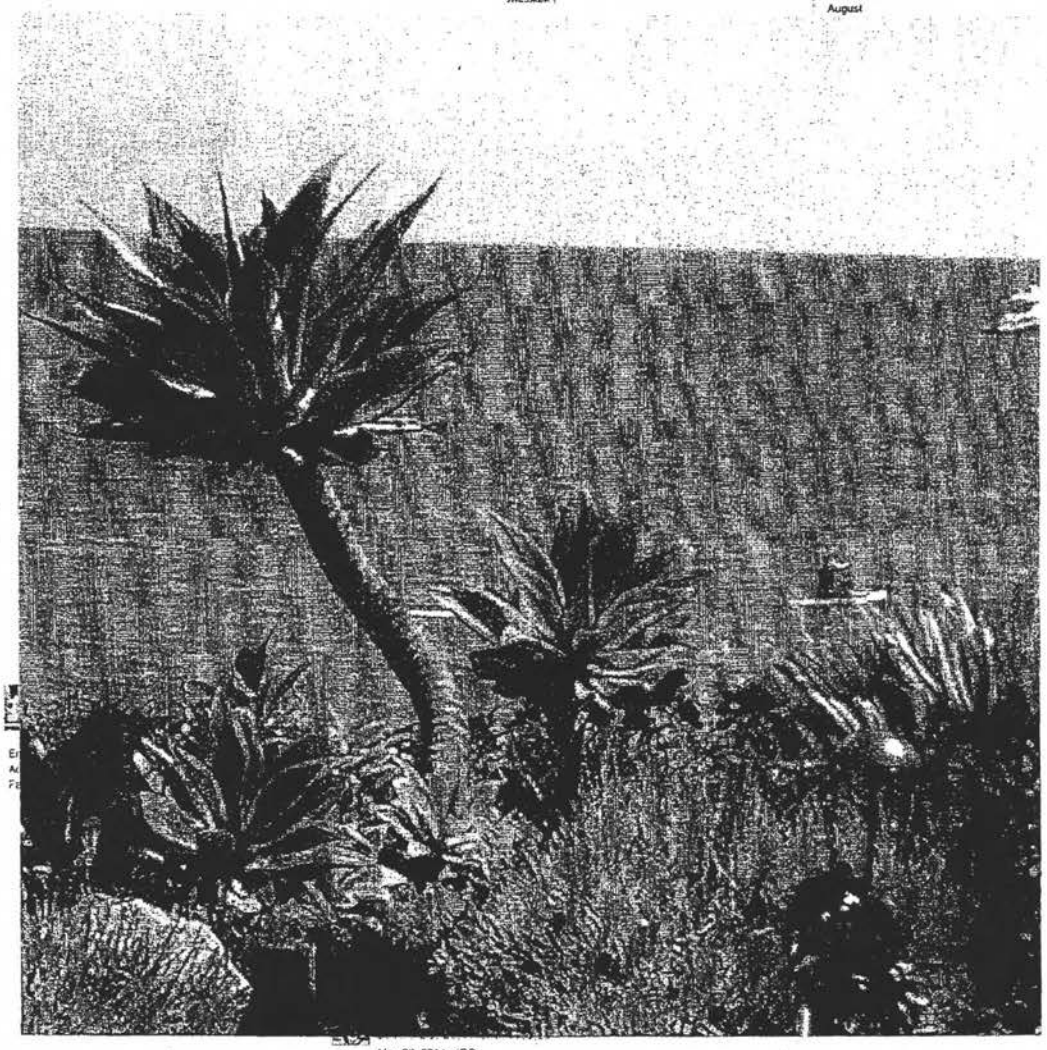

May 30, 2014 · iOS

Kogod, Pltf
11004

Exhibit 3U.288

Іег, не травив душу.....)

Снежкай !

May 30, 2014 · iOS

Kogod, Pltf
11005

Exhibit 3U.289

LAW OFFICE OF DANIEL MARKS
DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
NICOLE M. YOUNG, ESQ.
Nevada State Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; FAX (702) 386-6812
Attorneys for Appellant

IN THE SUPREME COURT OF THE STATE OF NEVADA

DENNIS KOGOD, Case No. 71147

Appellant,

vs.

GABRIELLE CIOFFI-KOGOD,

Respondent.
_____/

APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT

APPELLANT'S APPENDIX
Volume 36

Docket 71147 Document 2017-11545

DOCUMENT	VOLUME	PAGE NO.
Acceptance of Service filed on April 24, 2014	1	14
Acceptance of Service Filed on November 6, 2015	2	394
Amended Notice of Cross-Appeal filed on September 23, 2016	46	9032-9148
Answer to Complaint for Divorce and Counterclaim filed on November 24, 2014	1	19-24
Case Appeal Statement filed on August 23, 2016	44	8590-8593
Case Appeal Statement, filed on December 13, 2016	47	9287-9290
Case Cross-Appeal Statement filed on September 21, 2016	46	9028-9031
Case Cross-Appeal Statement, filed on December 23, 2016	47	9298-9301
Certificate of Service filed on March 2, 2015	1	66
Certificate of Service filed on June 2, 2015	1	85-86
Certificate of Service filed on January 25, 2016	4	712
Certificate of Service filed on June 21, 2016	42	8082
Certificate of Service filed on September 14, 2016	45	8704-8802
Certification of Copy of Exhibits Presented at the 2/23/16-2/26/16 Non-Jury Trial, dated December 8, 2016	10	1876-1894
Certification of Copy Clerks List	41	7980-7983
Complaint for Divorce filed on December 13, 2013	1	1-6
Defendant's Closing Brief filed on August 1, 2016	43	8415-8473
Defendant, Dennis Kogod's, Reply to Plaintiff's, Gabrielle Cioffi-Kogod's, Opposition to Defendant's Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the deposition of Jennifer Crute Steiner and Opposition to Plaintiff's Countermotion for Attorney Fees and Costs filed on June 25, 2015	1	151-178
Defendant's Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner filed on June 11, 2015	1	87-110
Defendant's Exhibits Vol. I:	33	6161-7979

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DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit D- Teichner Accounting Rebuttal Expert Disclosure Dated: January 25, 2016	33	6162-6209
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Defendant's Exhibit U- Wells Fargo Complete Advantage Checking Account Ending 5397 Statement from January 9, 2016 to February 5, 2016	33	6230-6239
Defendant's Exhibit V- Wells Fargo PMA Account ending 8870 Statement from January 9, 2016 to February 5, 2016	33	6240-6242
Defendant's Exhibit W- UBS Trust – Fee Base ending 743 Statement From January 2016	33	6243-6252
Defendant's Exhibit X- UBS Checking ending 745 Statement for January 2016	33	6253-6264
Defendant's Exhibit Y- UBS Trust – PWS/GAM ending 134 Statement for January 2016	33	6265-6282
Defendant's Exhibit Z- UBS Stock Option ending 999 Statement for January 2016	33	6283-6290
Defendant's Exhibit AA- Merrill Lynch Ending 588 Statement from December 01, 2015 to December 31, 2015	33	6291-6360
Defendant's Exhibit BB- UBS Trust – Fee Base ending 43 Statement for January 2016	34	6361-6368
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Defendant's Exhibit DD- Davita Retirement Plan Statement from January 1, 2016 to January 31, 2016	34	6373-6375
Defendant's Exhibit EE- Davita Retirement Savings Plan Statement from October 1, 2015 to December 31, 2015	34	6376-6378
Defendant's Exhibit LL- UBS Premier Variable Credit Line ending 027 Statement for January 2016	34	6379-6384

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Defendant's Exhibit MM- American Express Centurion Account ending 3005	34	6385-6396
Defendant's Exhibit NN- American Express Platinum Account ending 2003 Statement from January 18, 2016 to February 6, 2016	34	6397-6401
Defendant's Exhibit OO- American Express Platinum Account ending 9008 Statement from January 25, 2016 to February 23, 2016	34	6402-6406
Defendant's Exhibit PP- Master Card Account ending 1588 Statement From January 07, 2016 to February 06, 2016	34	6407-6412
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Defendant's Exhibit RR- Banana Republic Account ending 4713 Statement from December 4, 2015 to January 4, 2016	34	6420-6423
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Defendant's Exhibit TT- Kohls Account ending in 557 Statement from November 7, 2015 to December 7, 2015	34	6428
Defendant's Exhibit UU- Merrill Lynch Account ending 9677 Statement from November 13, 2015 to December 12, 2015	34	6429-6431
Defendant's Exhibit VV- Nordstorm Account ending 992 Statement from November 13, 2015 to December 13, 2015	34	6432-6436
Defendant's Exhibit WW- TJX Rewards Account ending 6951 Statement from December 1, 2015 to January 1, 2016	34	6437-6439
Defendant's Exhibit XX- Detailed Financial Disclosure Form for Gabrielle Cioffi-Kogod, Filed February 25, 2015	34	6440-6456
Defendant's Exhibit AAA- Email from Eugene to Dennis Dated: February 12, 2012	34	6457-6459
Defendant's Exbibit BBB- Various Checks from Gabrielle to Eugene Cioffi-Kogod Re: House	34	6460-6464
Defendant's Exhibit CCC- Various Checks from Gabrielle to Eugene Cioffi-Kogod Re: Misc.	34	6465-6467
Defendant's Exhibit DDD- Various Cbecks from Gabrielle to Eugene Cioffi Re: Eugene's Birthday	34	6468-6470
Defendant's Exhibit EEE- Various Checks from Gabrielle to Cassandra Cioffi Re: Cassandra's Birthday	34	6471-6473

DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit FFF- Various Checks from Gabrielle to Stephanie Cioff Re: Stephanie's Birthday	34	6474-6476
Defendant's Exhibit GGG- Check from Dennis to Escrow of the West Re: 128 N. Edinburch	34	6477
Defendant's Exhibit HHH- Various Checks from Gabrielle to Cash	34	6478-6496
Defendant's Exhibit III- Various Checks from Gabrielle to Deaner, Deaner, Scann, Malan & Larsen Re: Kogod v. DeYoung #5504-0001	34	6497-6507
Defendant's Exhibit KKK- Notice of Entry of Stipulation and Order Filed on August 12, 2015	34	6508-6513
Defendant's Exhibit LLL- Email from Dennis to Gabrielle Dated: December 8, 2011	34	6514-6515
Defendant's Exhibit NNN- Plaintiff's Sixteenth Supplemental Production of Documents Pursuant to NRCP 16.2, Served on October 22, 2015	34	6516-656
Defendant's Exhibit OOO- Gabrielle Kogod's Resume	34	6561-6564
Defendant's Exhibit PPP- Plaintiff's Response to Defendant's First Set of Interrogatories Dated May 18, 2015	35	6565-6589
Defendant's Exhibit QQQ- Plaintiff's Response to Defendant's Second Set of Interrogatories Served on October 20, 2015	35	6590-6597
Defendant's Exhibit RRR- Plaintiff's Response to Defendant's Third Set of Interrogatories Served on October 29, 2015	35	6598-6603
Defendant's Exhibit SSS- Confidential Memorandum Limited Partner Interests in New Enterprise Associates 14, L.P. Dated: February 2012	35	6604-6683
Defendant's Exhibit TTT- New Enterprise Associates 14, L.P. Supplemental Schedule of Changes in Individual Partner's Capital Accounts	35	6684-6706
Defendant's Exhibit UUU- Plaintiff's Eleventh Supplemental Production of Documents Pursuant to NRCP 16.2 Dated: September 9, 2015 (Spreadsheet from Nadya's depo)	36	6707-6906
Defendant's Exhibit UUU- Continued Plaintiff's Eleventh Supplemental Production of Documents Pursuant to NRCP 16.2 Dated: September 9, 2015 (Spreadsheet from Nadya's depo)	37	6907-7034
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Defendant's Exhibit ZZZZ- February 2016 UBS account statement for Accounts ending 134	39	7485-7500
Defendant's Exhibit 5A- February 2016 UBS account summary statement	39	7501-7508
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Defendant's Exhibit 5J- May 2016 UBS account statement for accounts ending 43	39	7568-7577
Defendant's Exhibit 5K- May 2016 UBS account statement for accounts ending 45	39	7578-7587
Defendant's Exhibit 5L- May 2016 UBS account statement for accounts ending 34	40	7588-7603
Defendant's Exhibit 5M- Wells Fargo PMA Package account ending 5397 Statement from February 1, 2016 through February 29, 2016	40	7604-7613

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Defendant's Exhibit 5P- Wells Fargo Visa account ending 1032 statements From February 13, 2016 through March 15, 2016	40	7621-7625
Defendant's Exhibit 5Q- American Express Platinum account ending 9008 Statements from January 16, 2016 through February 23, 2016	40	7626-7636
Defendant's Exhibit 5R- American Express Platinum account ending 9008 Statements from February 24, 2016 through March 25, 2016	40	7637-7645
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Defendant's Exhibit 5T- American Express Centurion account ending 3005 Statements from February 15, 2016 through March 16, 2016	40	7660-7668
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Defendant's Exhibits 5Y- Voja DaVita Retirement Savings Plan statement From 01/01/16 through 03/31/16	40	7694-7696
Defendant's Exhibits 5Z- DaVita Gambro Healthcare Executive Retirement Plan Benefit Statement from February of 2016	40	7697-7699
Defendant's Exhibit 6A- Cigna Health Savings Plan account balance of April 24, 2016	40	7700-7703
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Defendant's Exhibit 6C- Documents regarding sale of Ferrari	40	7706-7707

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Detailed Financial Disclosure Form filed on February 16, 2016	4	721-738
Detailed Financial Disclosure Form filed on February 19, 2016	4	819-835
Discovery Commissioner's Report and Recommendations filed on January 11, 2016	2	421-424
Discovery Commissioner's Report and Recommendations filed on January 22, 2016	4	707-711
Discovery Commissioner's Supplemental Report and Recommendations filed on February 22, 2016	4	843-846
Errata to Pre-Trial Memorandum filed on February 22, 2016	4	841-842
Errata to Notice of Filing Cost Bond for Appeal filed on August 30, 2016	44	8603-8606
Ex-Parte Motion to Enlarge Time for Service of Summons and Complaint filed on April 4, 2014	1	7-11
Ex-Parte Order to Enlarge Time for Service of Summons and Complaint filed on April 10, 2014	1	12-13
Ex Parte Request for Leave of Court to File Supplemental Pleading (With Notice) Filed September 21, 2016	45	8914-8944
Joint Preliminary Injunction filed on May 15, 2014	1	15-16
Motion for an Order to Show Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioners Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs filed on September 14, 2015	2	207-274
Motion to Compel Discovery and for Attorney's Fees and Costs filed on December 23, 2015	2	407-420
Motion in Limine to Exclude Updated Real Estate Appraisals and Newly Disclosed Rental Values Submitted by Plaintiff filed on February 19, 2016	4	836-840
Motion in Limine to Exclude Defendant's Witness Disclosed After Deadline to Disclose witnesses and Request for Attorney's Fees and Sanctions filed on February 22, 2016	4	847-858

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Motion for Attorney's Fees and Costs filed on September 13, 2016	44	8607-8703
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Notice of Entry of Order filed on May 6, 2016	42	8064-8065
Notice of Entry of Order filed on May 11, 2016	42	8068-8069
Notice of Entry of Order filed on June 29, 2016	42	8086-8089
Notice of Entry of Findings of Facts, Conclusions of Law and Decree of Divorce filed on August 22, 2016	44	8474-8587
Notice of Entry of Order filed on October 24, 2016	47	9272-9275
Notice of Entry of Order from October 18, 2016 Hearing filed on December 5, 2016	47	9276-9279
Notice of Filing Cost Bond for Appeal filed on August 29, 2016	44	8601-8602
Objections to Plaintiff's proposed deposition Testimony and Submission of Additional Deposition Testimony filed on March 25, 2016	40	7721-7739
Opposition to Motion for an Order to Show Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioner's Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs and Countermotion for Sanctions and Attorney's Fees filed on October 6, 2015	2	287-335
Opposition to Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner, and Countermotion for Attorney's Fees and Costs filed on June 23, 2015	1	111-150

DOCUMENT	VOLUME	PAGE NO.
Opposition to Motion to Compel Discovery and for Attorney's Fees and Costs and Countermotion for Protective Order filed on January 11, 2016	3	425-579
Opposition to Plaintiff's Motion for an Order to Show Cause why Defendant Should not be Held in Contempt of Court for His Multiple Violations of the Joint Preliminary Injunction, for an Order Limiting Access and Payments from Community Accounts, and for Sanctions, Attorney's Fees and Costs; and Countermotion for Attorney's Fees and Costs filed on February 8, 2016	4	713-720
Opposition to Plaintiff's Motion to Compel Discovery, for Sanctions, Attorney's fees and Costs; and Countermotion for Sanctions, Attorney's Fees and Costs filed on July 8, 2016	42	8090-8153
Opposition to Motion for Attorney's Fees and Costs filed on October 13, 2016	46	9167-9174
Order to Show Cause filed on February 24, 2016	4	859-860
Order filed on May 6, 2016	42	8066-8067
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Order filed on June 28, 2016	42	8083-8085
Order From October 18, 2016 Hearing, filed on December 5, 2016	47	9278-9279
Plaintiff's Closing Brief filed on August 1, 2016	43	8242-8414
Plaintiff's Ex Parte Motion with Notice for Extension of Time to File Motion for Attorney's Fees and Costs filed on September 15, 2016	45	8803-8822
Plaintiff's Motion for the Issuance of an Order to Show Cause why Defendant Should not be Held in Contempt for his Multiple Violations of the Joint Preliminary Injunction; Plaintiff's Motion for an Order Limiting the Access and Payments from Community Accounts filed on January 19, 2016	4	647-706
Plaintiff's Pre Trial Memorandum filed on February 19, 2016	4	780-818
Plaintiff's Exhibit 1- Financial Disclosure Form Filed on February 16, 2016	10	1896-1912
Plaintiff's Exhibit 2- Financial Disclosure Form Filed on February 16, 2016	10	1913-1930
Plaintiff's Exhibit 3- Detailed Financial Disclosure Form Filed on May 29, 2015	10	1931-1951

DOCUMENT	VOLUME	PAGE NO.
Plaintiff's Exhibit 4- Detailed Financial Disclosure Form Filed on February 27, 2015	10	1952-1972
Plaintiff's Exhibit 5- 2014 Individual Income Tax Return	10	1973-1980
Plaintiff's Exhibit 6- 2013 Individual Income Tax Return	11	1981-2241
Plaintiff Exhibit 7- 2012 Individual Income Tax Returns	12	2242-2378
Plaintiff's Exhibit 8- 2011 Individual Income Tax Returns	13	2379-2427
Plaintiff's Exhibit 9- 2010 Individual Income Tax Returns	13	2428-2456
Plaintiff's Exhibit 10- 2009 Individual Income Tax Returns	13	2457-2489
Plaintiff's Exhibit 11- 2008 Individual Income Tax Returns	13	2490-2515
Plaintiff's Exhibit 12- 2007 Individual Income Tax Returns	13	2516-2542
Plaintiff's Exhibit 13- 2006 Individual Income Tax Returns	13	2543-2572
Plaintiff's Exhibit 14- 2005 Individual Income Tax Returns	13	2573-2595
Plaintiff's Exhibit 15- 2004 Individual Income Tax Returns	13	2596-2612
Plaintiff's Exhibit 16- 2003 Individual Income Tax Returns	13	2613-2627
Plaintiff's Exhibit 18- Text messages between the parties	14	2629-2772
Plaintiff's Exhibit 19- Emails between the parties	14	2773-2813
Plaintiff's Exhihit 20- Text messages between the parties	15	2814-2921
Plaintiff's Exhibit 21- Text messages between the parties	15	2922-2925
Plaintiff's Exhibit 22- Emails between the parties	15	2926-2962
Plaintiff's Exhibit 23- Emails between the parties	15	2963-3040
Plaintiff's Exhibit 24- Text messages between the parties	15	3041-3048
Plaintiff's Exhibit 25- Text messages between the parties	15	3049-3061
Plaintiff's Exhibit 26- Proposed Community Property Distribution Worksheet	15	3062-3063
Plaintiff's Exhibit 54- Jenny Allen's Curriculum Vitae and List of Cases	16	3064-3066
Plaintiff's Exhibit 55- Index of documents in Support of Spreadsheets in Anthem Forensic's Reports	16	3067-3121

DOCUMENT	VOLUME	PAGE NO.
Plaintiff's Exhibit 56 Anthem Forensics' Expert Witness Report	16	3122-3232
Plaintiff's Exhibit 57- Anthem Forensics' Supplemental Expert Witness Report	17	3233-3368
Plaintiff's Exhibit 58- Anthem Forensics' Supporting Documents for facts set forth in Supplemental Expert Report	17	3369-3402
Plaintiff's Exhibit 59- Email from Joe Leauanae to Daniel Marks, Esq.	17	3403-3404
Plaintiff's Exhihit 60- Auto Related Exhibits listed on Exhibit 6	17	3405-3409
Plaintiff's Exhibit 61- Transactions that comprise the "adjusted" column on Exhibit 6	18	3410-3549
Plaintiff's Exhibit 62- Withdrawals and checks written to cash - Gabrielle Kogod	18	3550
Plaintiff's Exhibit 63- Anthem Forenscics' Response to Rebuttal Report	18	3551-3578
Plaintiff's Exhibit 65- Anthem Forensics' Supporting Documentation for Facts set fourth in The February 5, 2016 Report	19	3579-3640
Plaintiff's Exhibit 69- Joint Preliminary Injunction Order	19	3641-3642
Plaintiff's Exhibit 71- Settlement Statement for 10776 Wilshire Boulevard, Unit 604, California	19	3643
Plaintiff's Exhibit 72- Spreadsheet showing expenses for Khapsalis and children From May 2014	19	3644-3674
Plaintiff's Exhibit 73- Spreadsheet showing updated Outflows greater than $10,000 Since Anthem's December 15, 2015 Report based on updated statements provided by Dennis	19	3675
Plaintiff's Exhibit 74- Spreadsheet showing Outflows more than $10,000 Since May, 2014	19	3676
Plaintiff's Exhibit 75- Spreadsheet showing payments to or on behalf of Dennis' Family Members since May, 2014	19	3677-3678
Plaintiff's Exhibit 76- Spreadsheet showing payments to Jennifer Steiner since September, 2014	19	3679-3682
Plaintiff's Exhibit 77- Email from Bob Gehlen dated November 25, 2015	19	3683-3685
Plaintiff's Exhibit 78- Email from Dennis to Robert Gehlen dated December 8, 2015	19	3686-3690

DOCUMENT	VOLUME	PAGE NO.
Plaintiff's Exhibit 79- Email from Ms. Varshney to Mr. Marks and Ms. Young re: Dennis Not adding Gabrielle to the UBS Account dated December 2, 2015	19	3691-3696
Plaintiff's Exhibit 80- Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner filed on June 11, 2015	19	3697-3720
Plaintiff's Exhibit 87- Letter from Ms. Varshney to Mr. Marks re: Deficiencies in documents From DaVita dated October 1, 2015	19	3721-3725
Plaintiff's Exhibit 88- Letter from Mr. Jimmerson to Mr. Smith re: Dennis' intent to sell stock Options dated June 12, 2015	19	3726
Plaintiff's Exhibit 89- Letter from Mr. Smith to Mr. Marks re: Sale of Dennis' Stock Options Dated August 14, 2015	19	3727-3729
Plaintiff's Exhibit 90- Letter from Mr. Marks to Mr. Smith re: Subpoena to DaVita jeopardizing Dennis' position dated September 2, 2015	19	3730-3731
Plaintiff's Exhibit 91- 2008 Annual Proxy Statement	19	3732-3807
Plaintiff's Exhibit 92- 2009 Annual Proxy Statement	20	3808-3873
Plaintiff's Exhibit 93- 2010 Annual Proxy Statement	20	3874-3959
Plaintiff's Exhibit 94- 2011 Annual Proxy Statement	21	3960-4081
Plaintiff's Exhibit 95- 2012 Annual Proxy Statement	21	4082-4202
Plaintiff's Exhibit 96- 2013 Annual Proxy Statement	22	4203-4298
Plaintiff's Exhibit 97- 2014 Annual Proxy Statement	22	4299-4432
Plaintiff's Exhibit 98- 2015 Annual Proxy Statement	23	4433-4526
Plaintiff's Exhibit 100- Radford J. Smith, Chartered's Billing Statements	23	4527-4560
Plaintiff's Exhibit 101- Marc Herman's Billing Statements	23	4561
Plaintiff's Exhibit 102- Anthem Forensic's Billing Statements	23	4562-4627
Plaintiff's Exhibit 103- Clark Barthol's Billing Statements	23	4628
Plaintiff's Exhibit 107- Nadya Khapsalis' Facebook printout	24	4629-4691
Plaintiff's Exhibit 111- Plaintiff's Third Set of Interrogatories to Defendant	24	4692-4709

DOCUMENT	VOLUME	PAGE NO.
Plaintiff's Exhibit 113- Plaintiff's Fourth Set of Interrogatories to Defendant	24	4710-4717
Plaintiff's Exhibit 116- Plaintiff's Sixth Set of Interrogatories to Defendant	24	4718-4761
Plaintiff's Exhibit 118- Summary of emails prepared by Plaintiff	24	4762-4765
Plaintiff's Exhibit 119- 2011 Tax Return	24	4766-4767
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Plaintiff's Exhibit 121- 2013 Tax Return	24	4773-4780
Plaintiff's Exhibit 122- 2014 Tax Return	24	4781-4784
Plaintiff's Exhibit 123- Kogod equity analysis	24	4785
Plaintiff's Exhibit 124- Dist. Comm prop as of February 2016	24	4786-4788
Plaintiff's Exhibit 125- 9/11/15 Certified Transcripts of Deposition of Nadyane Khapsalis Kogod	25	4789-5065
Plaintiff's Exhibit 125- Continued 9/11/15 Certified Transcripts of Deposition of Nadyane Khapsalis Kogod	26	5066-5170
Plaintiff's Exhibit 126- 9/15/15 Deposition of Patricia Murphy	27	5171-5305
Plaintiff's Exhibit 127- 9/26/15 Deposition of Mitchell Kogod	28	5306-5498
Plaintiff's Exhibit 128- 9/25/15 Deposition of Marsha Kogod	29	5499-5592
Plaintiff's Exhibit 129- 9/25/15 Deposition of Sheldon Kogod	29	5593-5745
Plaintiff's Exhibit 130- 9/26/15 Deposition of Dana Kogod	30	5746-5832
Plaintiff's Exhibit 131- 12/10/15 Deposition of Jennifer Crute Steiner	31	5833-6019
Plaintiff's Exhibit 132- Gabrielle's Ann Taylor Loft X5363 dated February 22, 2016	32	6020-6023
Plaintiff's Exhibit 132-2- Marc Herman's Curriculum Vitae	41	7984
Plaintiff's Exhihit 132-5- Gabrielle's expert, Mr. Marc Herman's updated Appraisal dated January 30, 2016	41	7985-8021
Plaintiff's Exhibit 132-6- Dennis' expert, Ms. Jennifer L. Bosco's appraisal Dated March 7, 2016	41	8022-8041
Plaintiff's Exhibit 133- Gabrielle's Banana Republic Luxe X4713 Dated March 4, 2016	32	6024-6026

DOCUMENT	VOLUME	PAGE NO.
Plaintiff's Exhibit 134- Gabrielle's Discover Card X5161 dated February 11, 2016	32	6027-6029
Plaintiff's Exhibit 135- Gabrielle's Discover Card X5161 dated March 11, 2016	32	6030-6033
Plaintiff's Exhibit 136- Gabrielle's Kohl's Card X2557 Dated January 7, 2016	32	6034-6036
Plaintiff's Exhibit 137- Gabrielle's Kohl Statement X2557 dated February 5, 2016	32	6037-6039
Plaintiff's Exhibit 138- Gabrielle's American Express Statement X9677 dated February 12, 2016	32	6040-6042
Plaintiff's Exhibit 139- Gabrielle's Nordstrom X992 dated February 11, 2016	32	6043-6048
Plaintiff's Exhibit 140- Gabrielle's Nordstrom X992 dated March 13, 2016	32	6049-6052
Plaintiff's Exhibit 141- Bank of America Merrill Lynch X0129 Statement dated March 1, 2016 through March 31, 2016	32	6053-6058
Plaintiff's Exhibit 142- Bank of America Merrill Lynch X6446 Statement Dated February 29, 2016	32	6059-6066
Plaintiff's Exhibit 143- Bank of America Merrill Lynch primary account 7GS-10588 dated February 29, 2016 (also includes secondary accounts 7GS-10637, 7GS-10588, 7GS-10093)	32	6067-6124
Plaintiff's Exhibit 144- Gabrielle's UBS account FN-20329 GM Dated March, 2016	32	6125-6132
Plaintiff's Exhibit 145- Gabrielle's UBS account FN 13134 GM Dated March, 2016	32	6133-6146
Plaintiff's Exhibit 146- Gabrielle's UBS account FN 12743 GM Dated March, 2016	32	6147-6160
Plaintiff's Motion to Compel Discovery, For Sanctions, and Attorney's Fees and Costs filed on June 21, 2016	42	8072-8081
Plaintiff's Opposition to Defendant's Motion to Stay Enforcement Of Decree of Divorce and for Other Related Relief and Countermotion for Attorney's Fees filed on October 12, 2016	46	9149-9166
Reply to Counterclaim for Divorce filed on December 5, 2014	1	25-27

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DOCUMENT	VOLUME	PAGE NO.
Reply in Support of Motion for an Order to Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioner's Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs; and Opposition to Countermotion for sanctions and Attorney's Fees filed on October 12, 2015	2	336-345
Reply in Support of Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, and Opposition to Plaintiff's Countermotion for Protective Order filed on January 13, 2016	3	583-586
Reply to Plaintiff's Motion to Compel Discovery, for Sanctions, Attorney's Fees and Costs and Opposition to Countermotion for Sanctions, Attorney's Fees and Costs filed on July 13, 2016	42	8154-8192
Reply in Support of Motion to Stay Enforcement of Decree of Divorce and For Other Related Relief; and Opposition to Countermotion for Attorney's fees filed on October 14, 2016	46	9175-9180
Reply to Opposition to Motion for Attorney's Fees and Costs filed on October 17, 2016	46	9181-9186
Stipulation and Order filed on August 10, 2015	1	201-204
Stipulation and Order filed on December 15, 2015	2	405-406
Summons filed on May 15, 2014	1	17-18
Supplemental Billing Statements of Attorney's Fees and Costs filed on March 11, 2016	40	7708-7720
Supplement to Plaintiff's Motion for Attorney's Fees and Costs filed on September 21, 2016	46	8945-9027
Transcript Re: All Pending Motions (Hearing on June 26, 2015) filed on July 9, 2015	1	179-200
Transcript Re: Motion to Stay (Hearing on Wednesday September 21, 2016) filed on December 29, 2016	2	275-286
Transcript Re: All Pending Motions (Hearing on Wednesday October 14, 2015) filed on December 29, 2016	2	346-393
Transcript Re: All Pending Motions (Hearing on Friday January 15, 2016) filed on December 29, 2016	3	587-646
Transcript Re: All Pending Motions (Hearing on Wednesday, February 17, 2016) filed on December 29, 2016	4	739-779
Transcript Re: Non-Jury Trial (Tuesday, February 23, 2016) filed on April 28, 2016	5	861-1037

DOCUMENT	VOLUME	PAGE NO.
Transcript Re: Non-Jury Trial (Wednesday, February 24, 2016) filed on April 28, 2016	6	1038-1222
Transcript Re: Non-Jury Trial Vol. I (Thursday, February 25, 2016) filed on April 28, 2016	7	1223-1399
Transcript Re: Non-Jury Trial Vol. II (Thursday, February 25, 2016) filed on April 28, 2016	8	1400-1592
Transcript Re: Non-Jury Trial Vol. I (Friday, February 26, 2016) filed on April 28, 2016	9	1593-1766
Transcript Re: Non-Jury Trial Vol. II (Friday, February 26, 2016) filed on April 28, 2016	10	1767- 1875
Transcript Re: Status Check (Hearing on Wednesday April 6, 2016) Filed on April 28, 2016	40	7740-7808
Transcript Re: Hearing (Hearing on Wednesday May 4, 2016) Filed on December 29, 2016	41	7809-7979
Transcript Re: All Pending Motions (Hearing on Wednesday July 13, 2016) Filed on December 29, 2016	42	8193-8241
Transcript Re: All Pending Motions (Hearing on Tuesday October 18, 2016) filed on December 29, 2016	47	9187-9271

Gabrielle Cioffi-Kogod

v.

Dennis Kogod

Case No.: D-13-489442-D

Dept No.: Q

Defendant's Exhibits

Volume 2

Exhibits uuu - tttt

DISC
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GARIMA VARSHNEY, ESQ.
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Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI - KOGOD, Plaintiff, v. DENNIS KOGOD, Defendant.	CASE NO.: D-13-489442-D DEPT NO.: G **FAMILY DIVISION**

PLAINTIFF'S ELEVENTH SUPPLEMENTAL PRODUCTION OF DOCUMENTS PURSUANT TO NRCP 16.2

COMES NOW, Plaintiff, GABRIELLE CIOFFI - KOGOD, by and through her attorney of record, RADFORD J. SMITH, ESQ., of RADFORD J. SMITH, CHARTERED, and hereby submits the following Eleventh Supplemental Production of Documents pursuant to NRCP 16.2.

Exhibit Number	Description	Page Number
	Deposition Exhibit	
	WIP transaction register (sorted by category then by date)	1-261

amended 9/10/15

Exhibit 3U.001

		Bates Label
	Email from Gabrielle re: twins & Porsche	10981
	Pages from Nadya's Facebook	10982-10988
	Photograph of Dennis and Nadya in wedding attire	10989
	Photographs re Nadya's Book	10990-10995
	Photographs of vacation in Amsterdam	10996-11003
	Photographs of vacation in San Diego	11004-11011
	Photographs of vacation in Puerto Rico	11012-11013
	Photographs of family events	11014-11025
	Photographs of yacht	11026-11028
	Photographs Nadya's social life	11029-11035
	Photographs of Nadya	11036-11043
	Photograph of child in Porsche driver seat	11044

Dated this 9th day of September, 2015.

RADFORD J. SMITH, CHARTERED

RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada State Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
(702) 990-6448
Attorney for Plaintiff

Exhibit 3U.002

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "PLAINTIFF'S ELEVENTH SUPPLEMENTAL PRODUCTION OF DOCUMENTS PURSUANT TO 16.2 NRCP" on this 9th day of September, 2015, to all interested parties as follows:

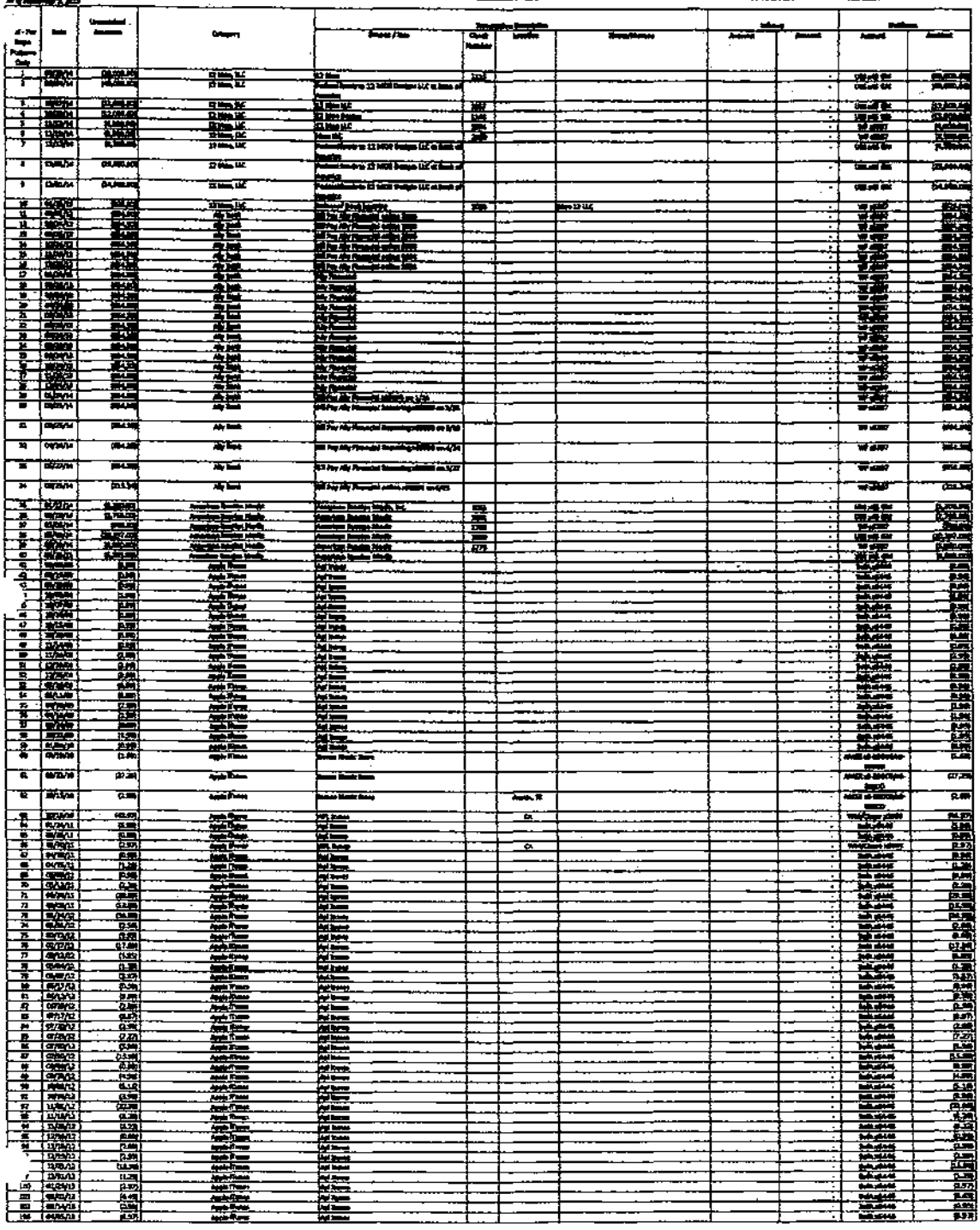
☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☐ BY ELECTRONIC SERVICE: I transmitted a copy of the foregoing document this date via the Eighth Judicial District Court's electronic filing system;

Daniel Marks, Esq.
Law Office of Daniel Marks
610 South Ninth Street
Las Vegas NV 89101

An Employee of Radford J. Smith, Chartered



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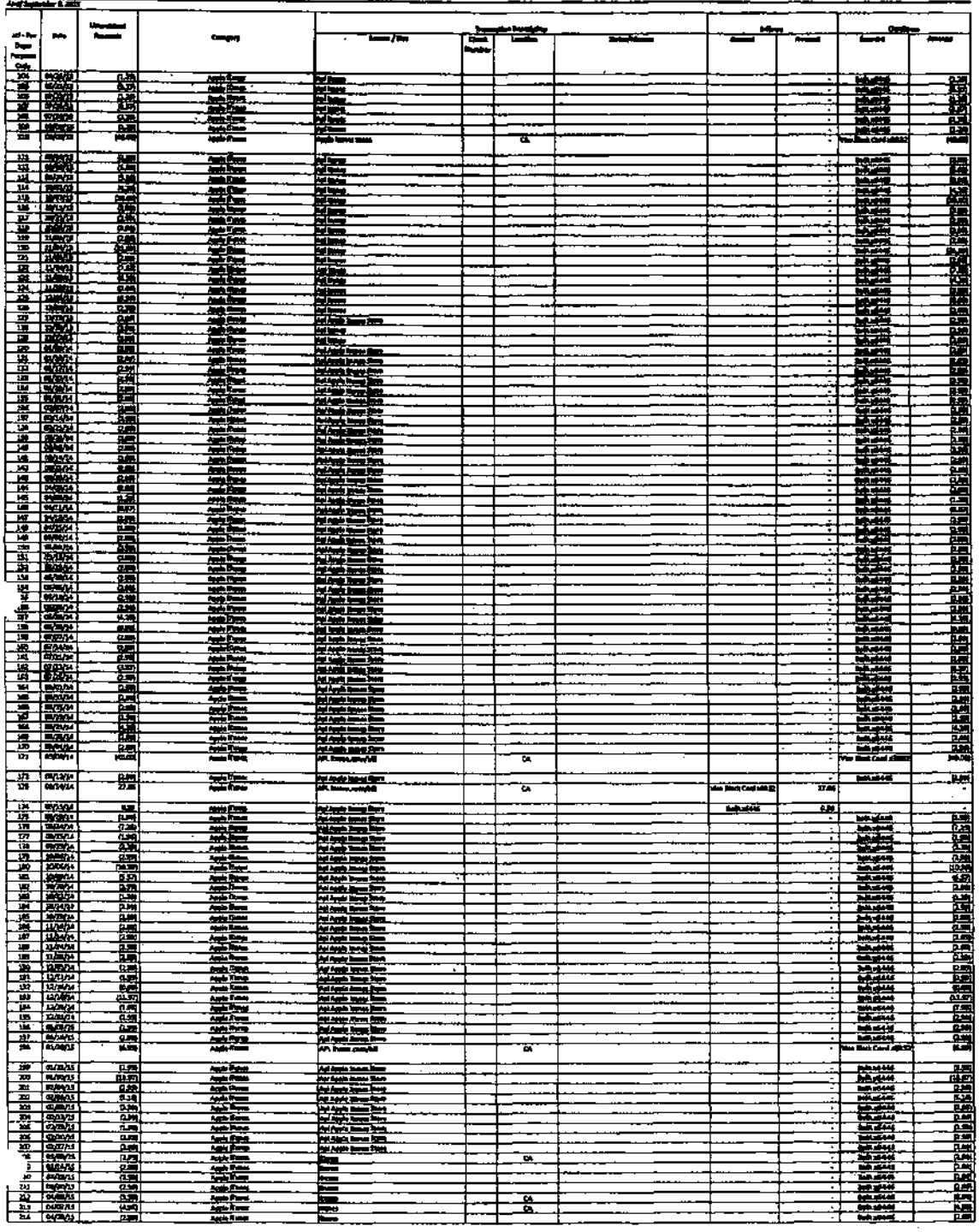

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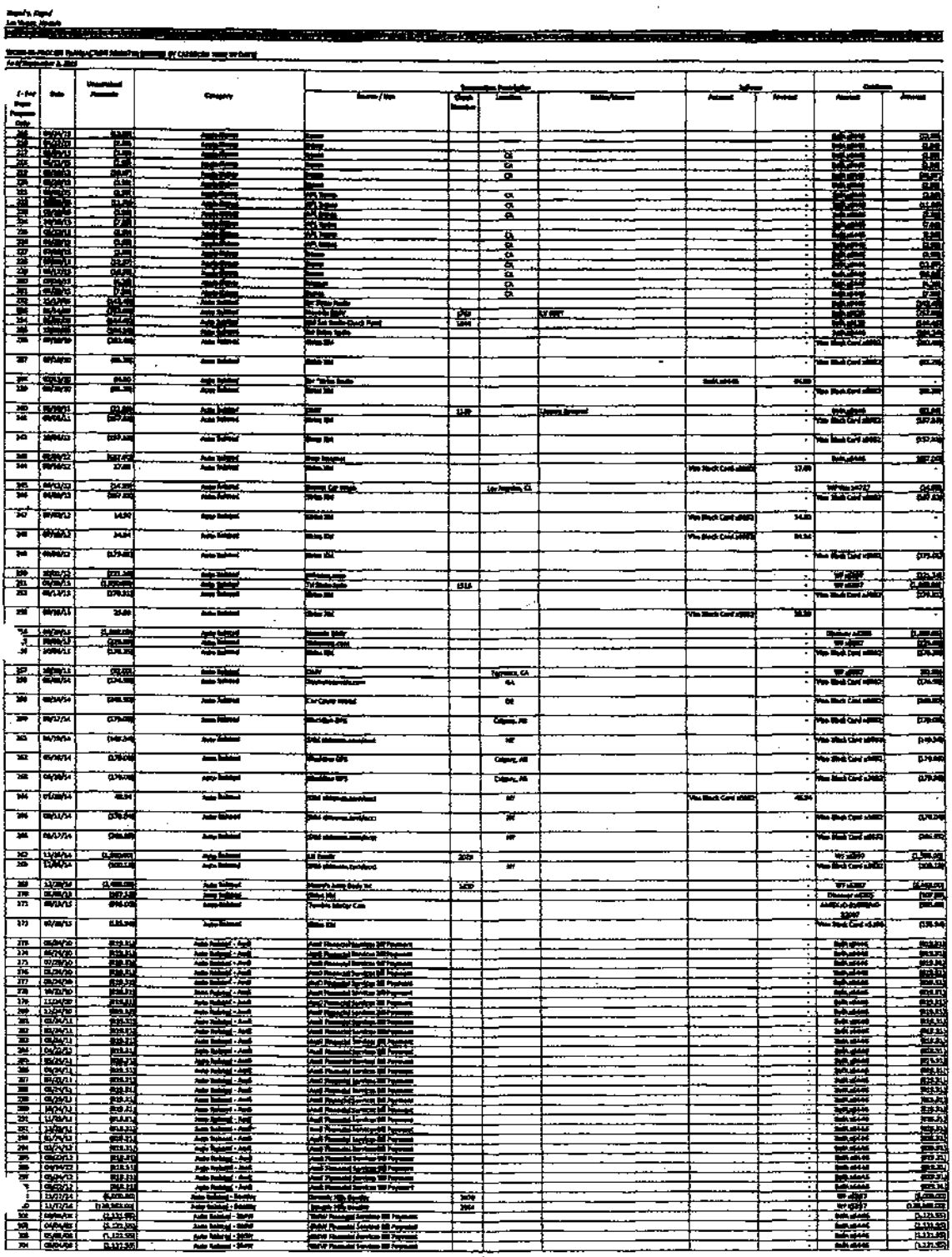

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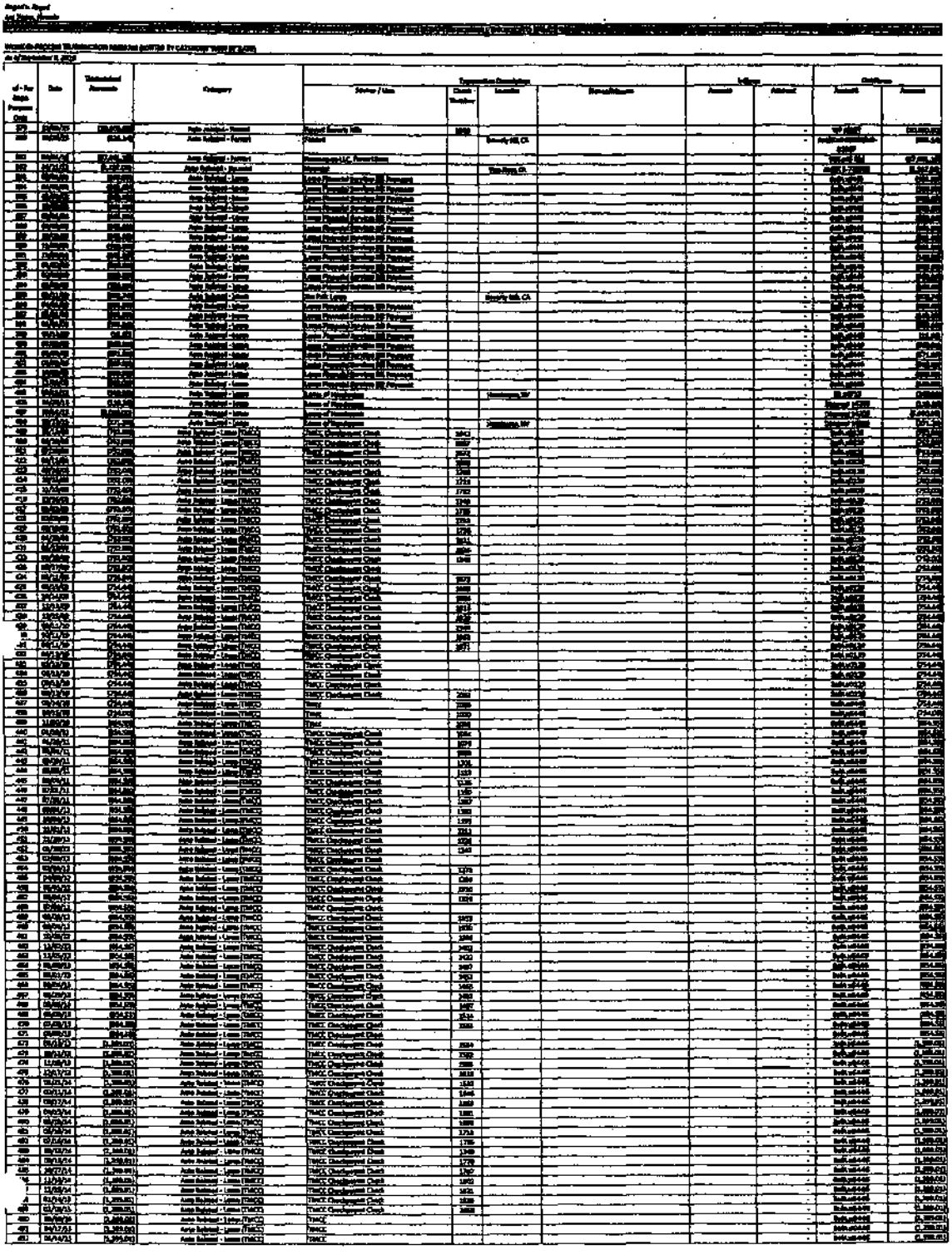
Exhibit 3U.007



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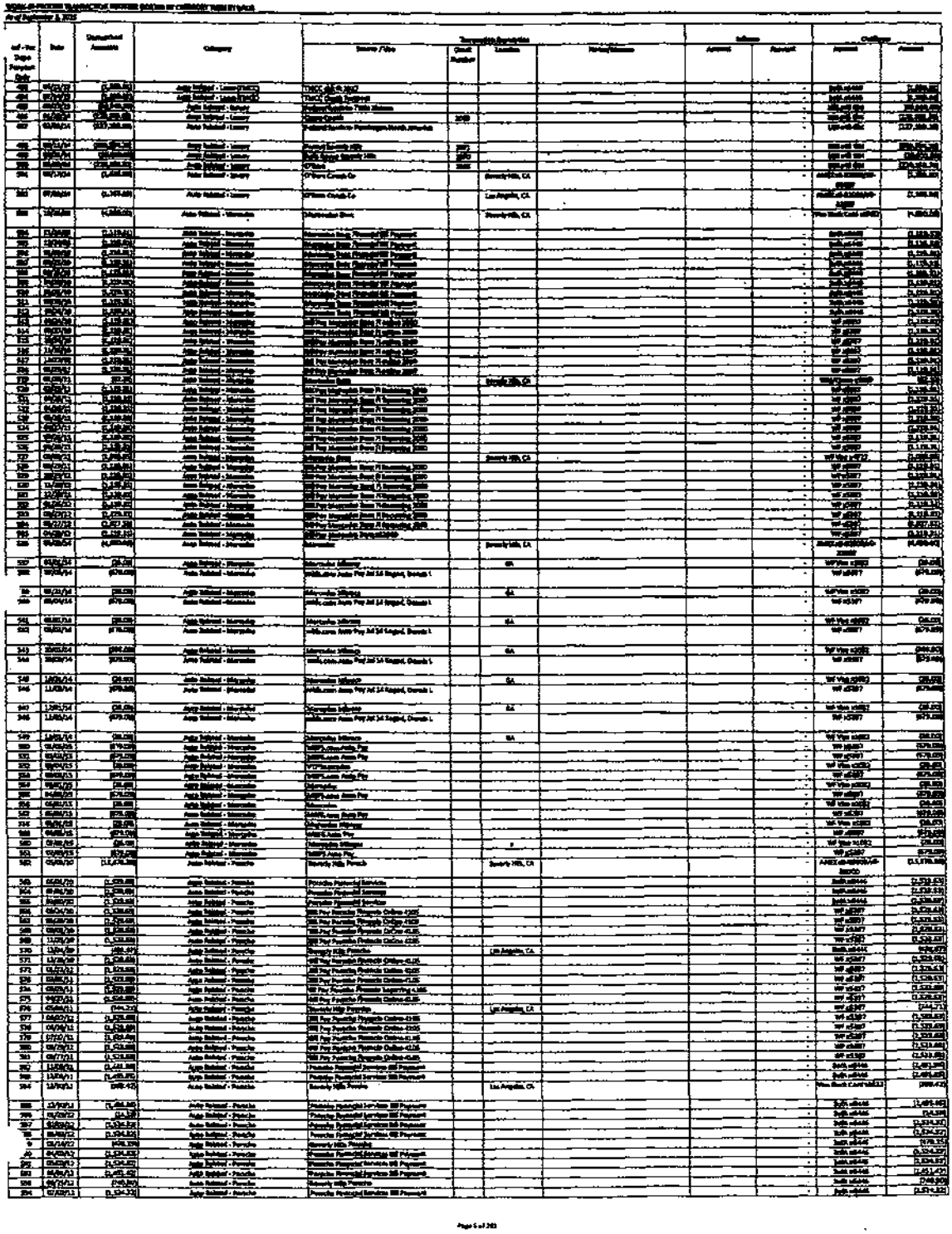

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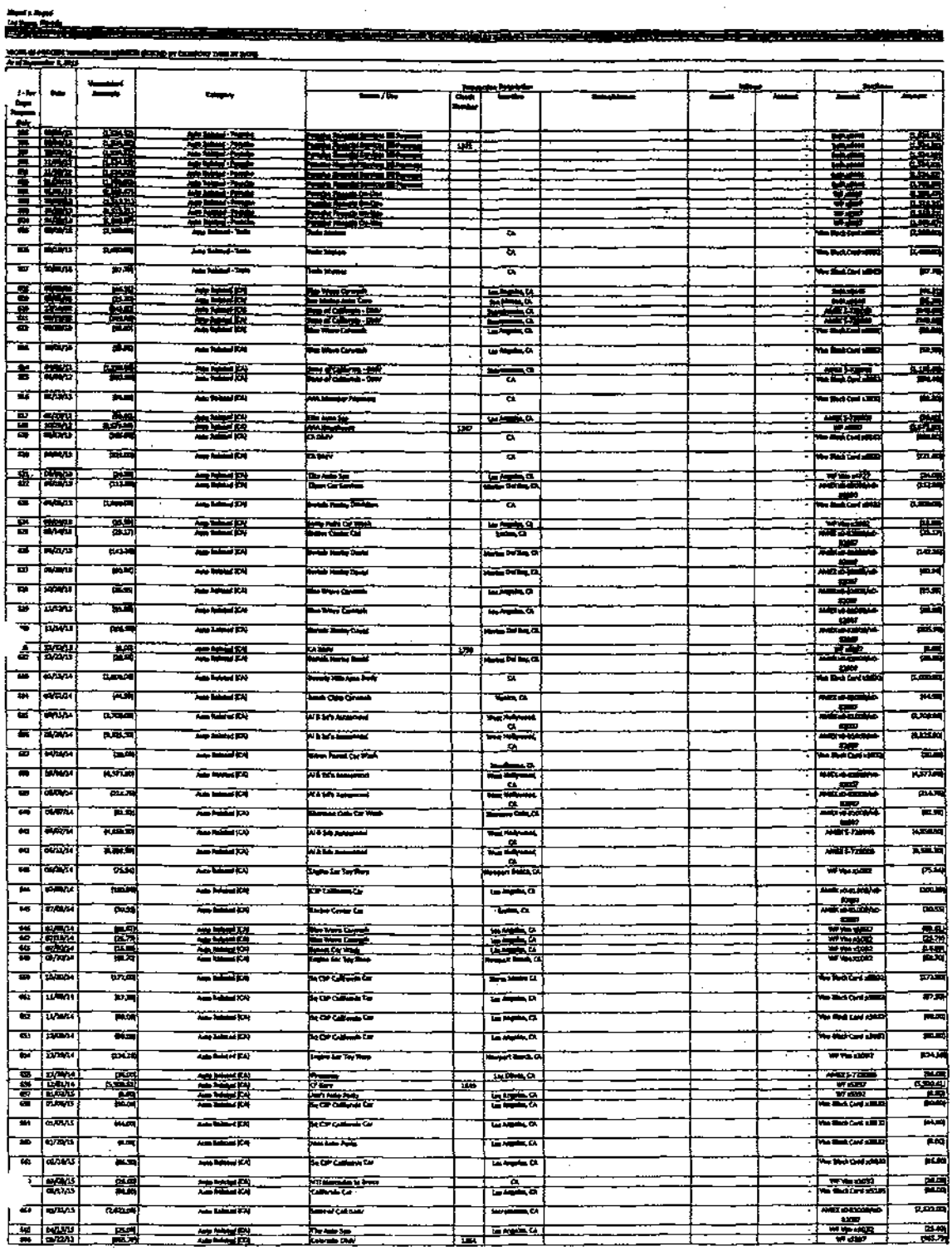

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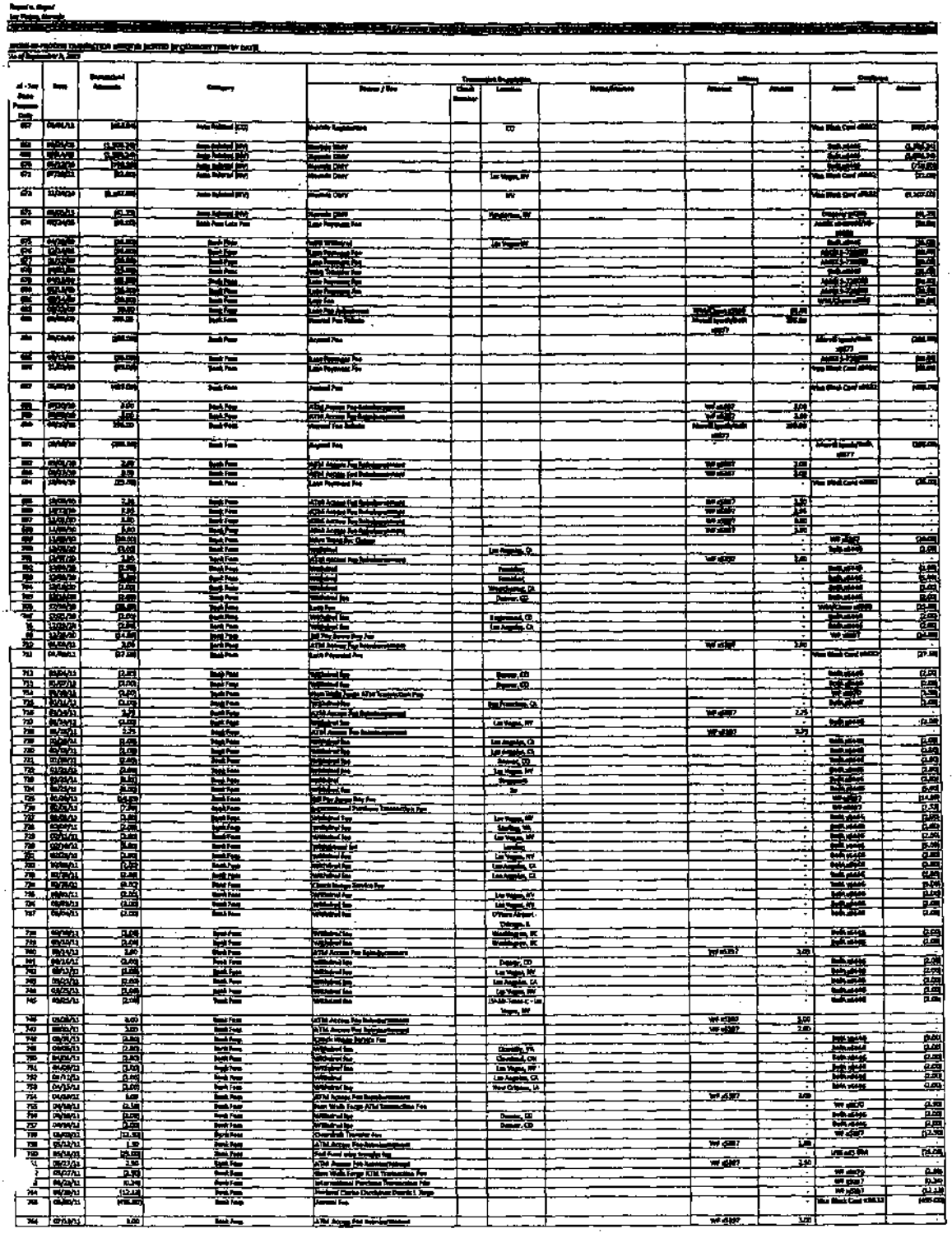

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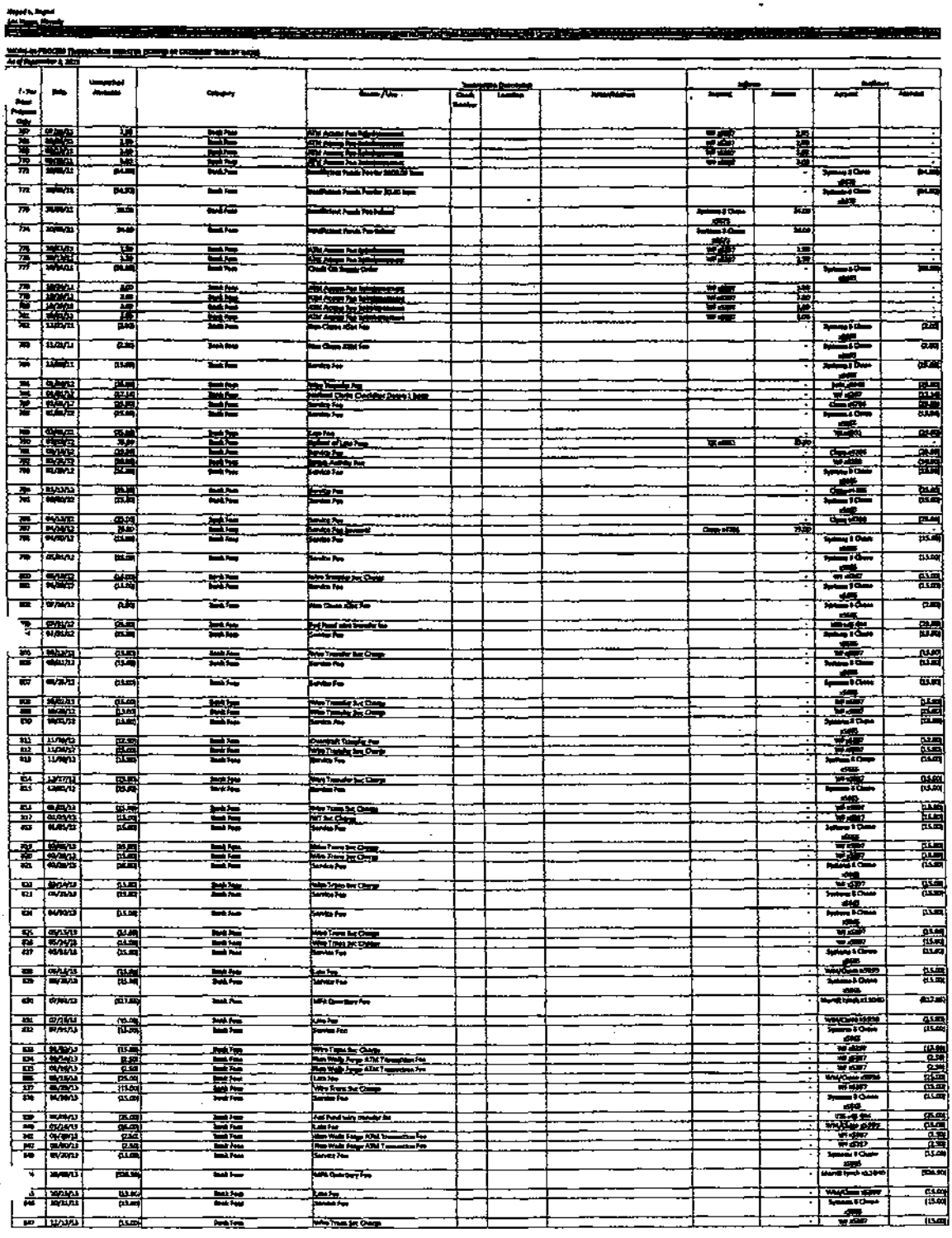

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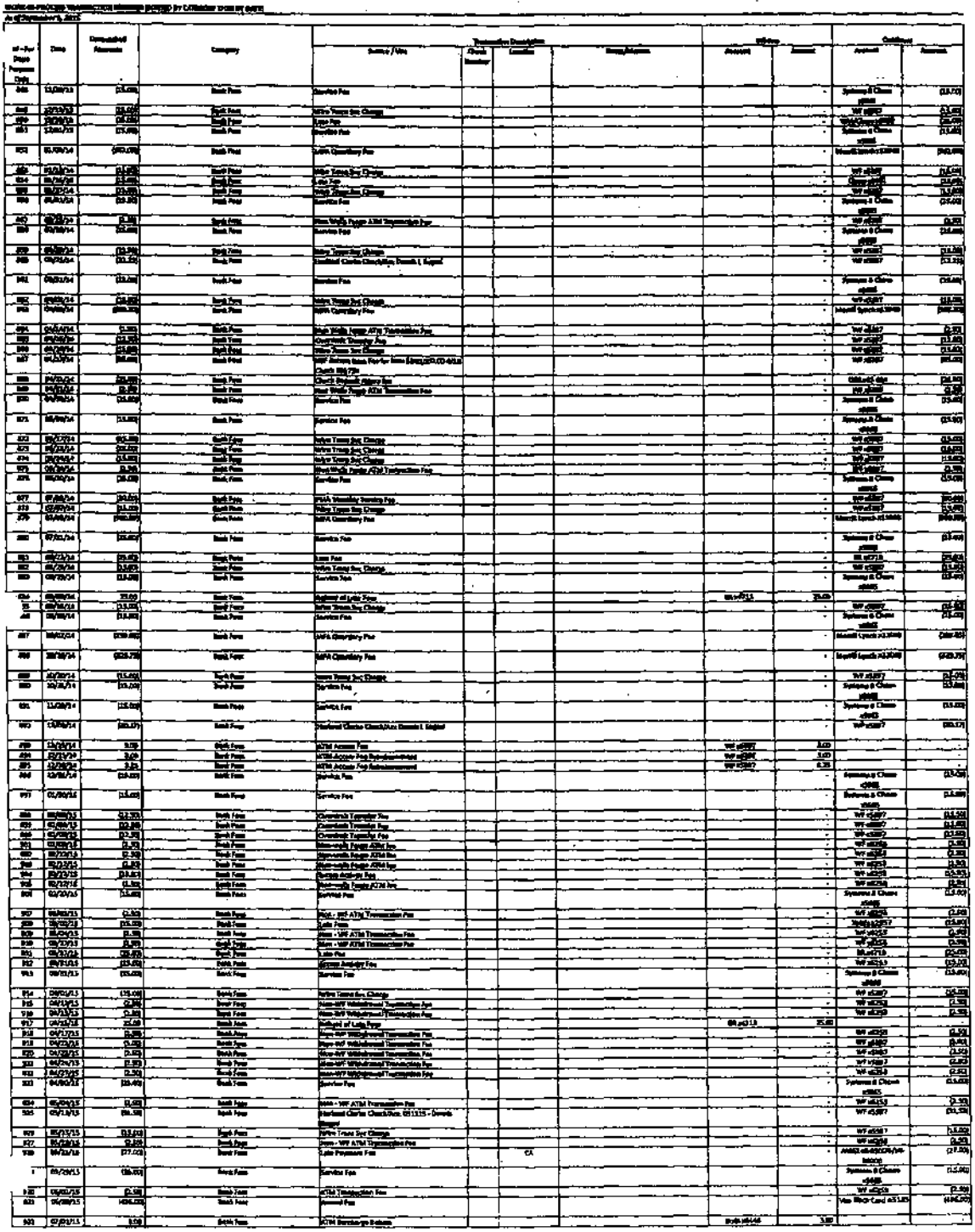

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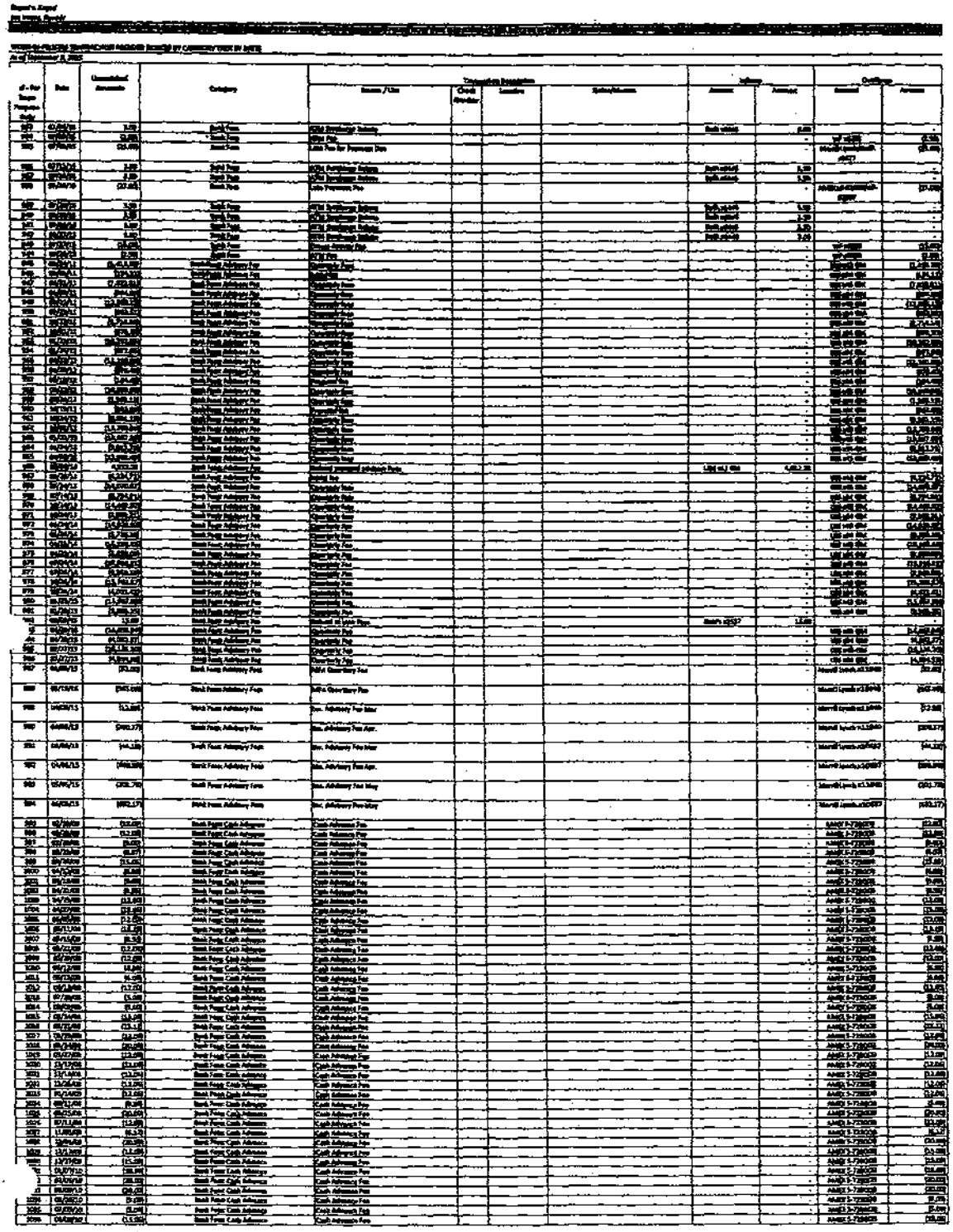

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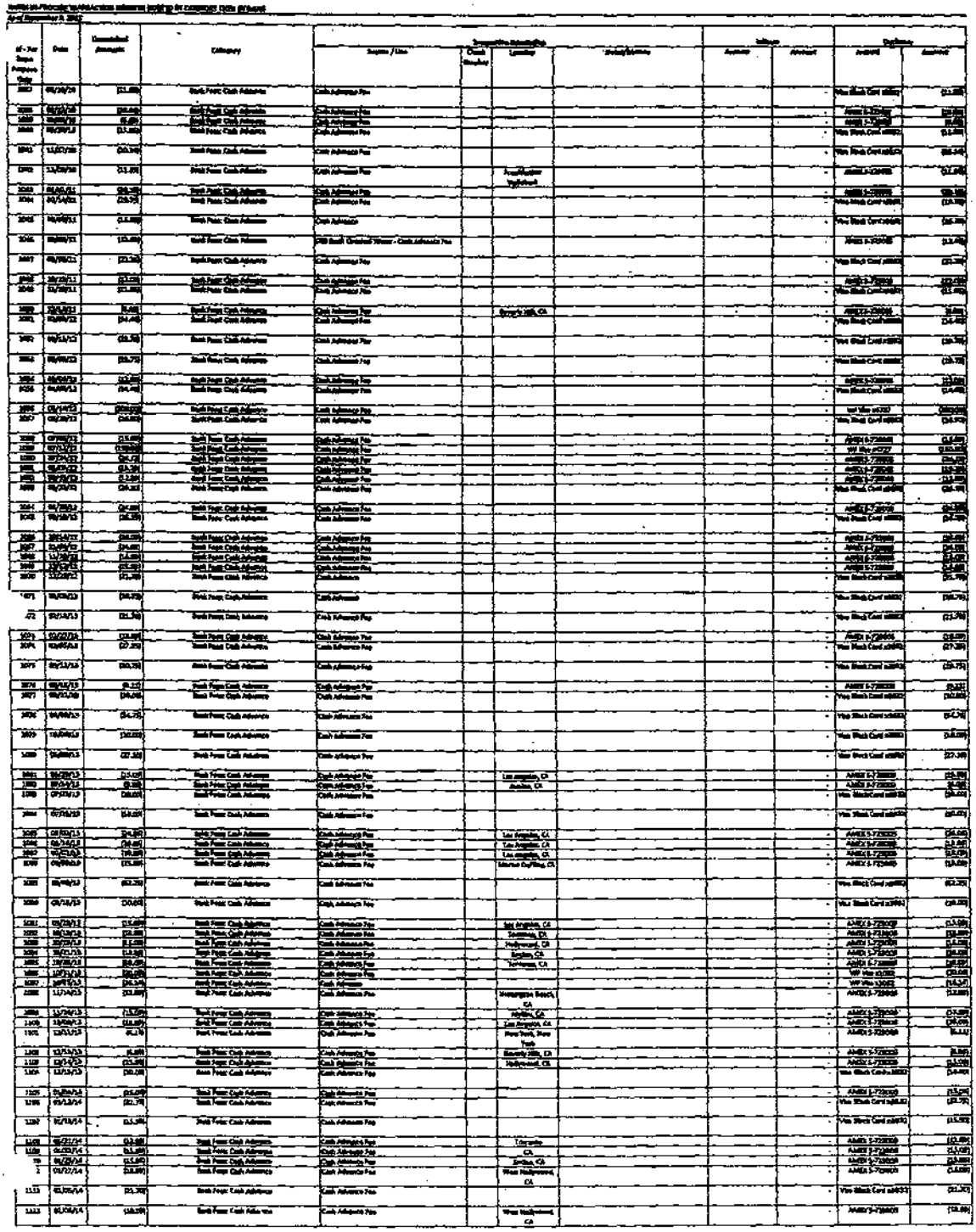

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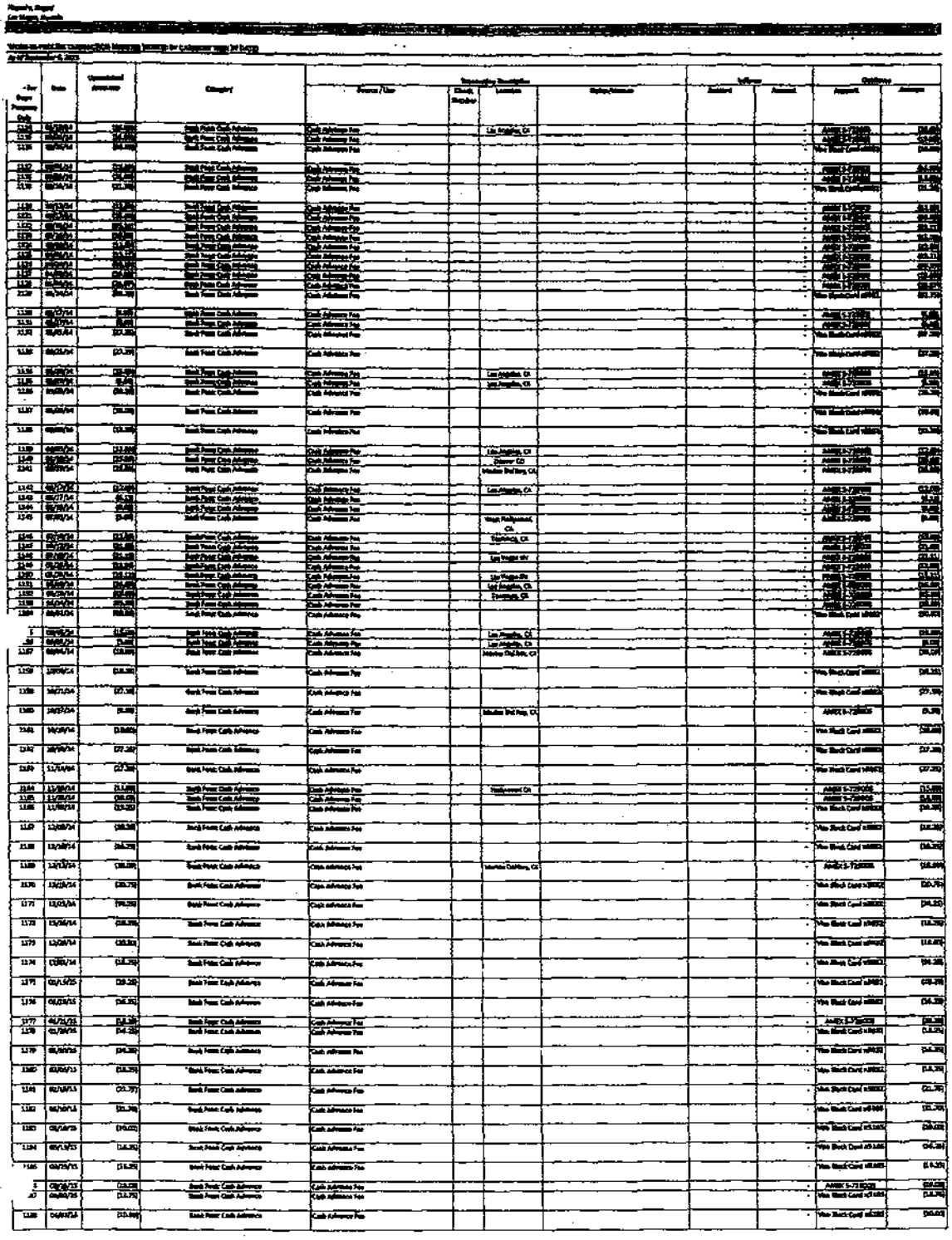

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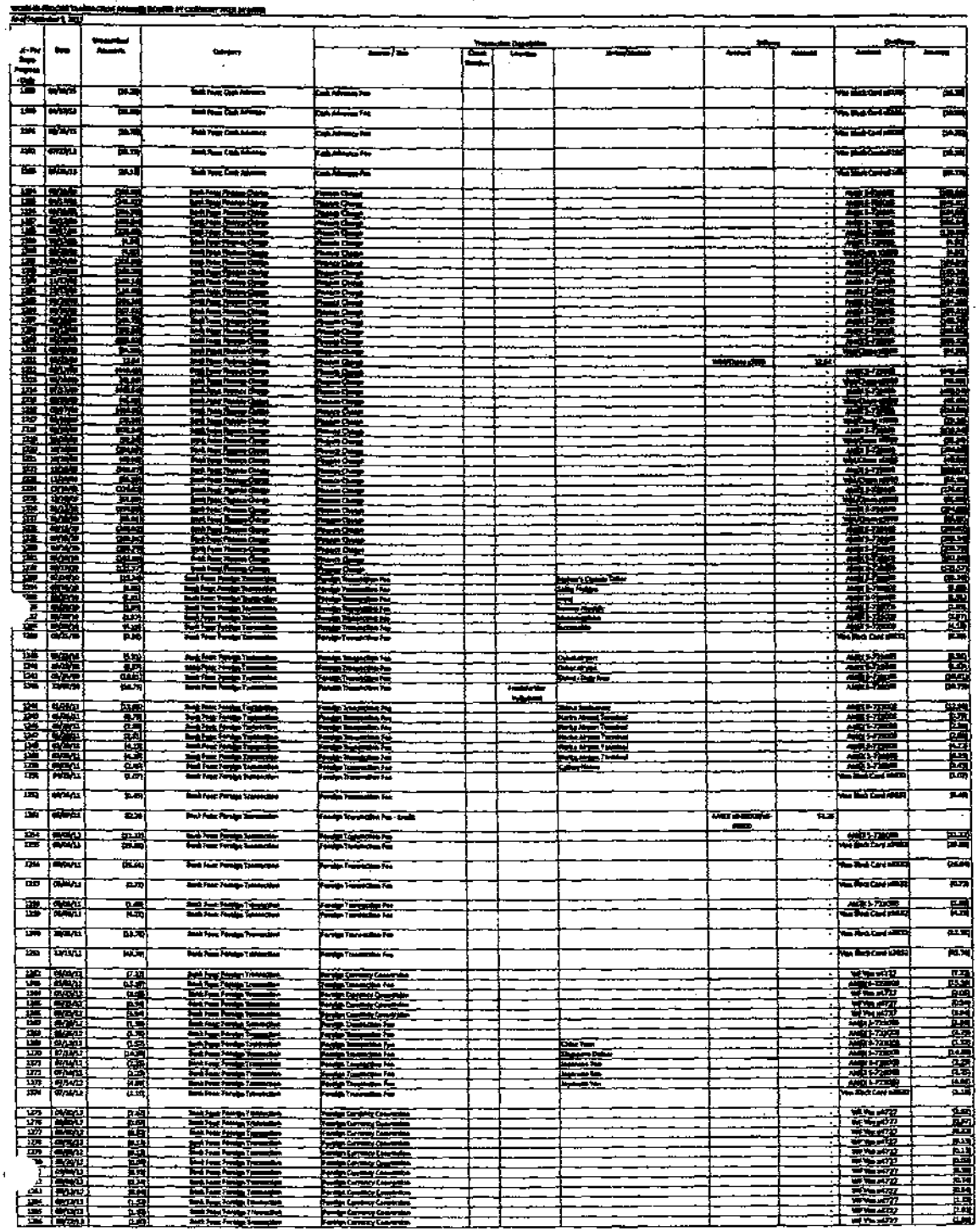

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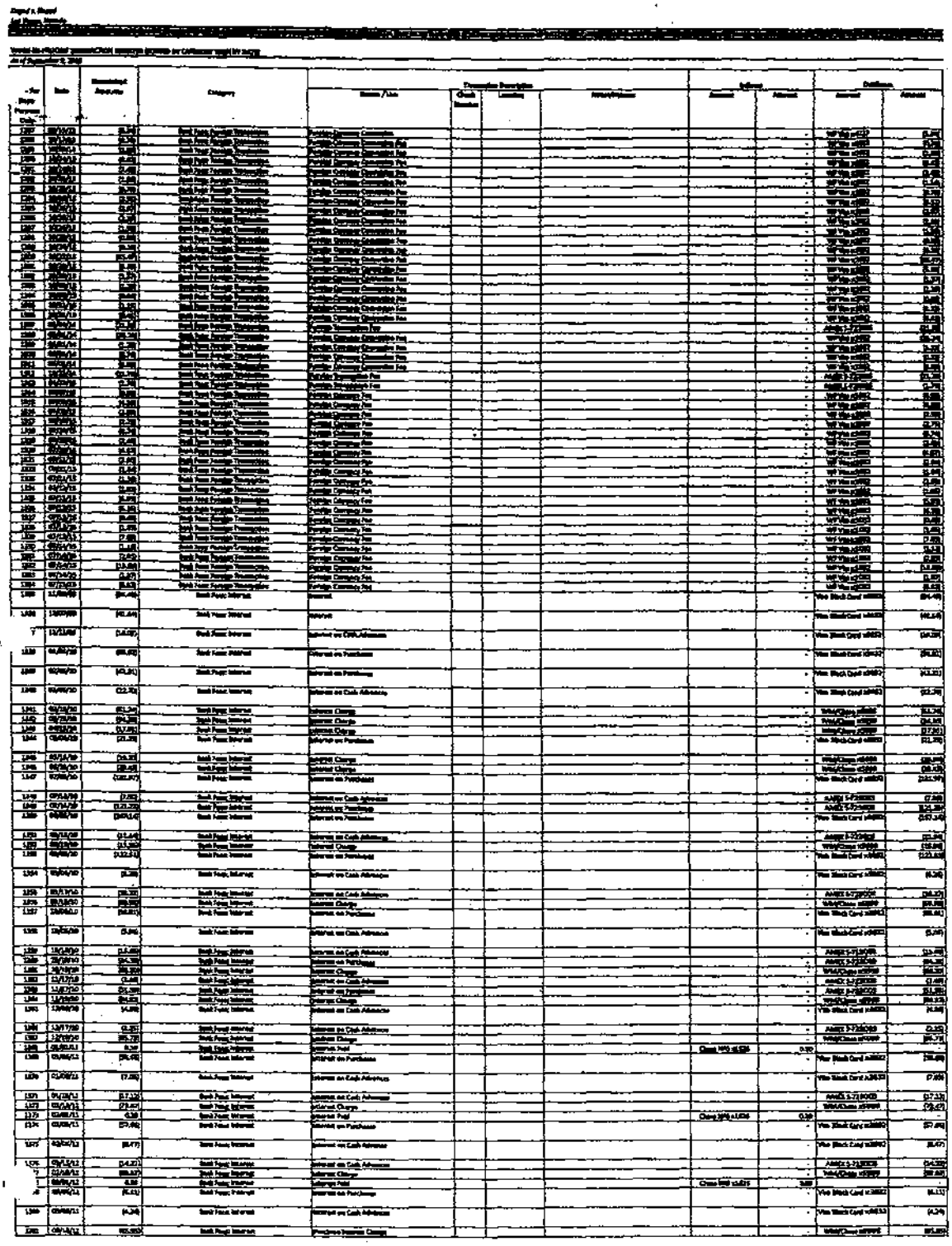

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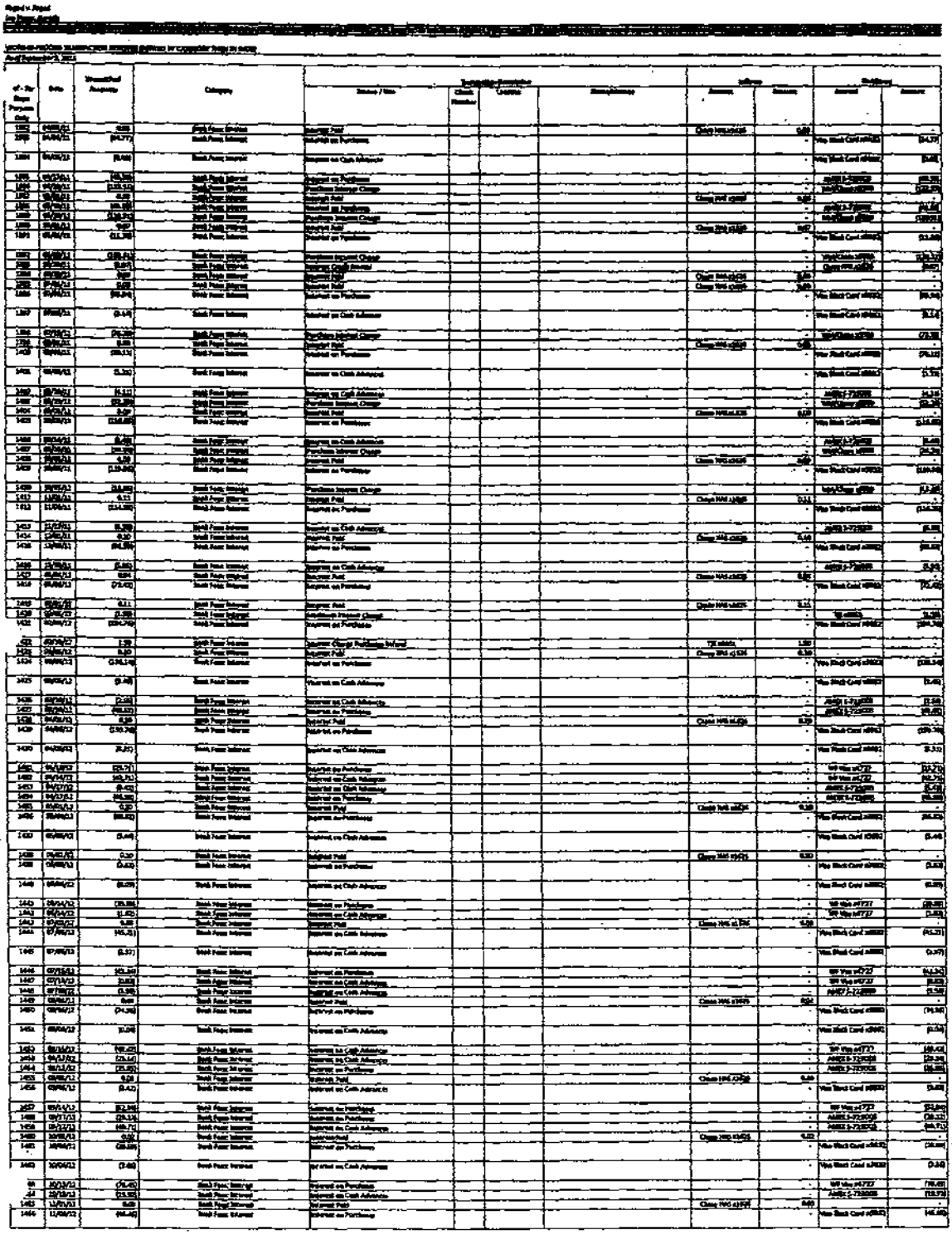

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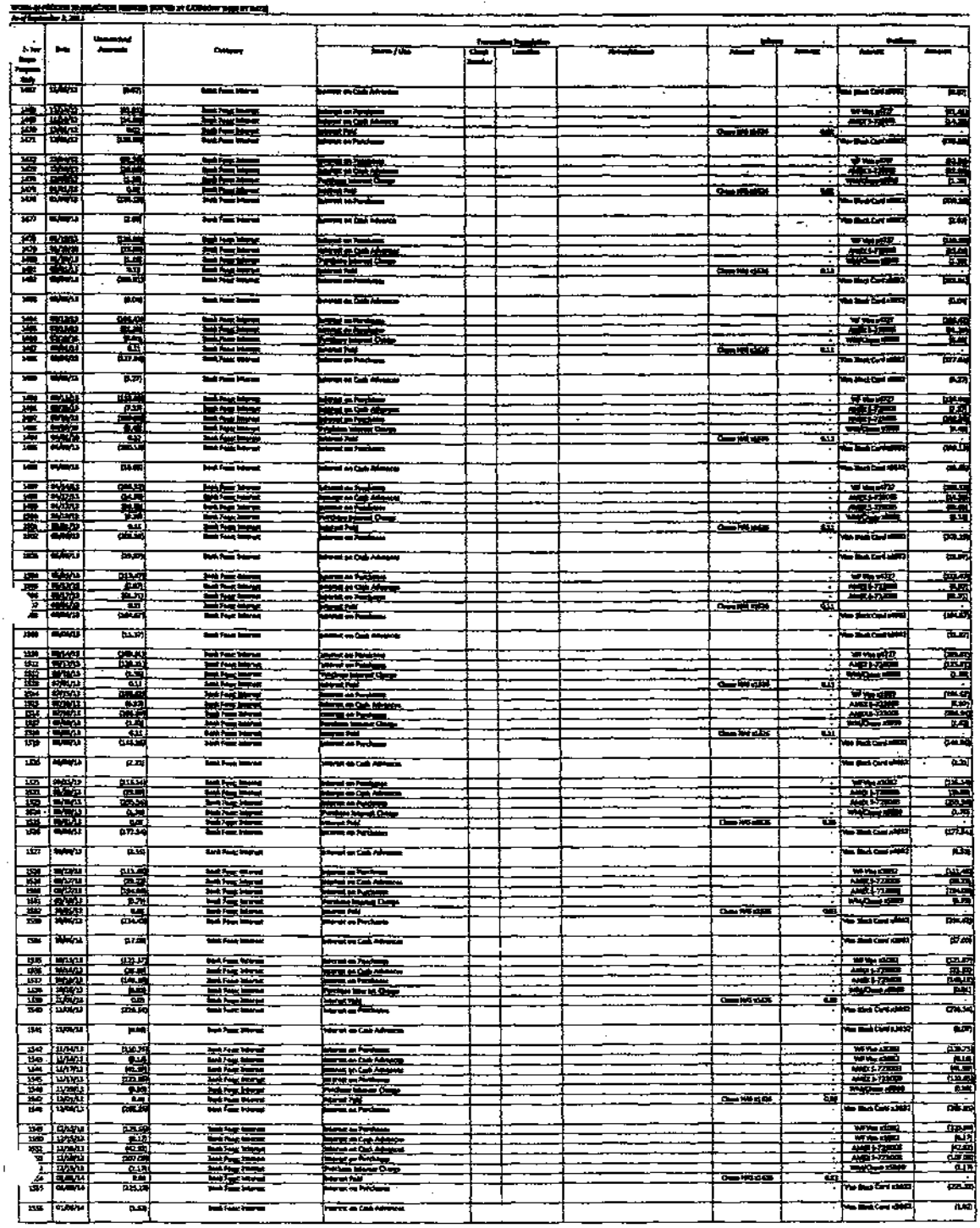

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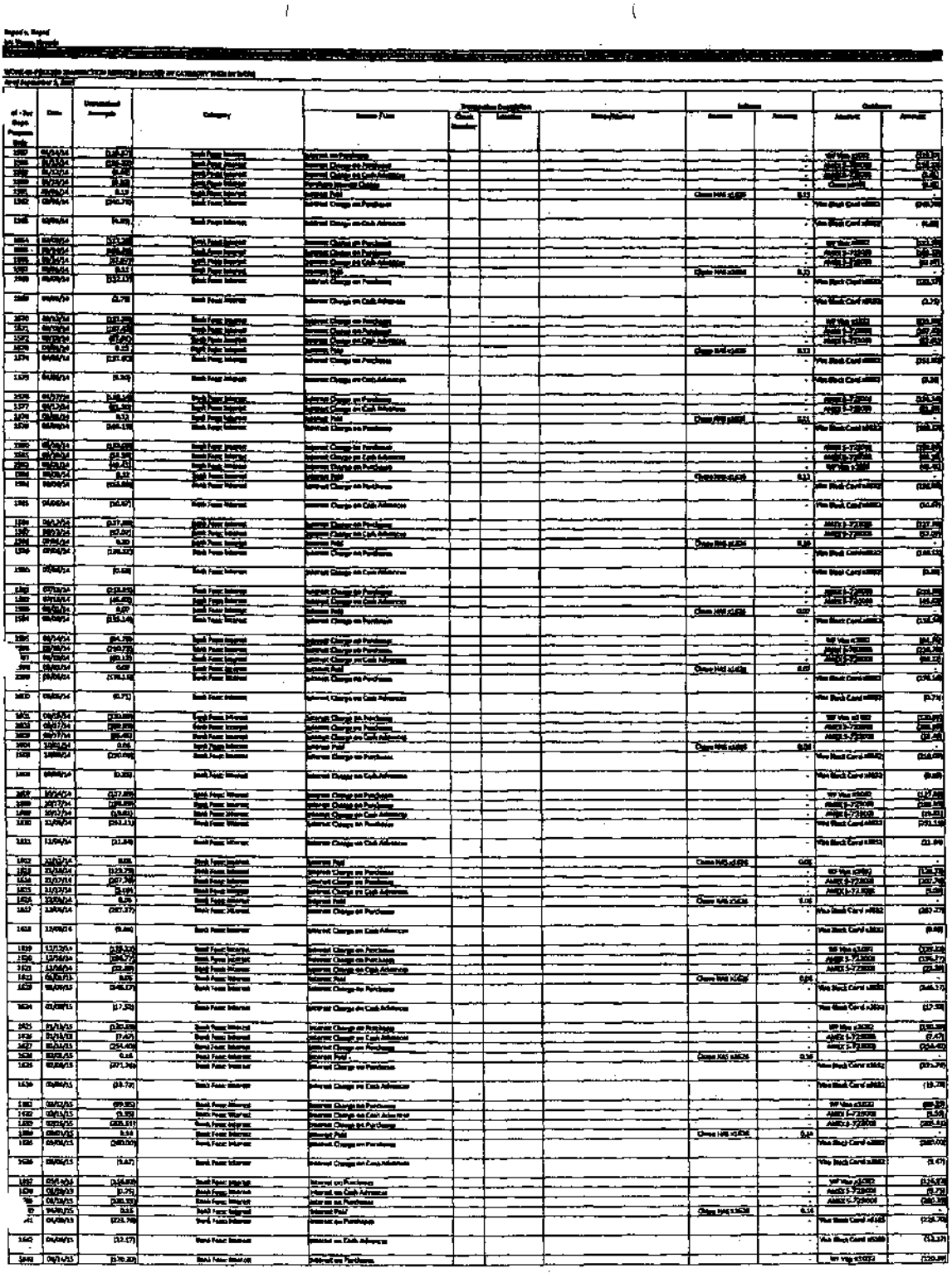

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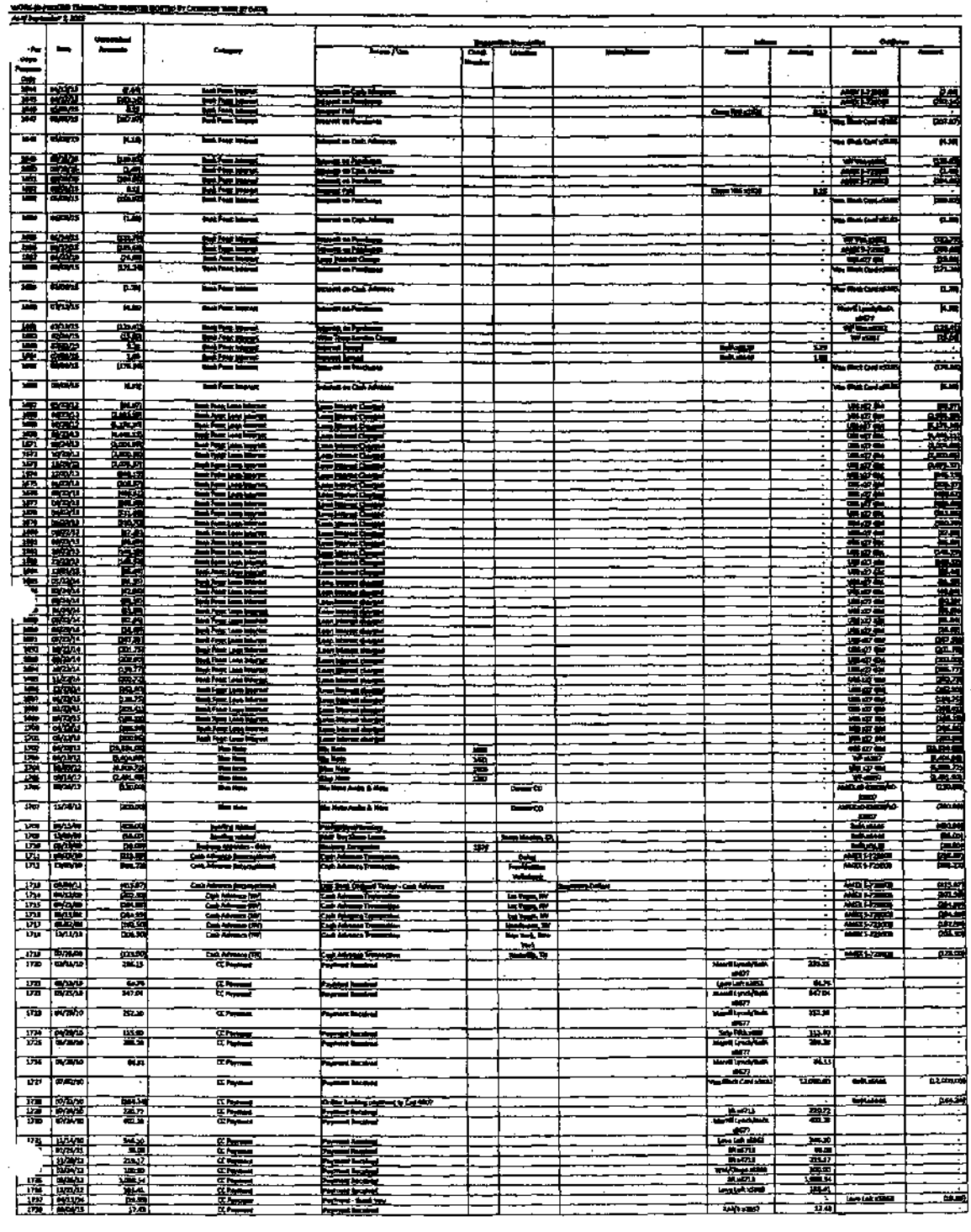

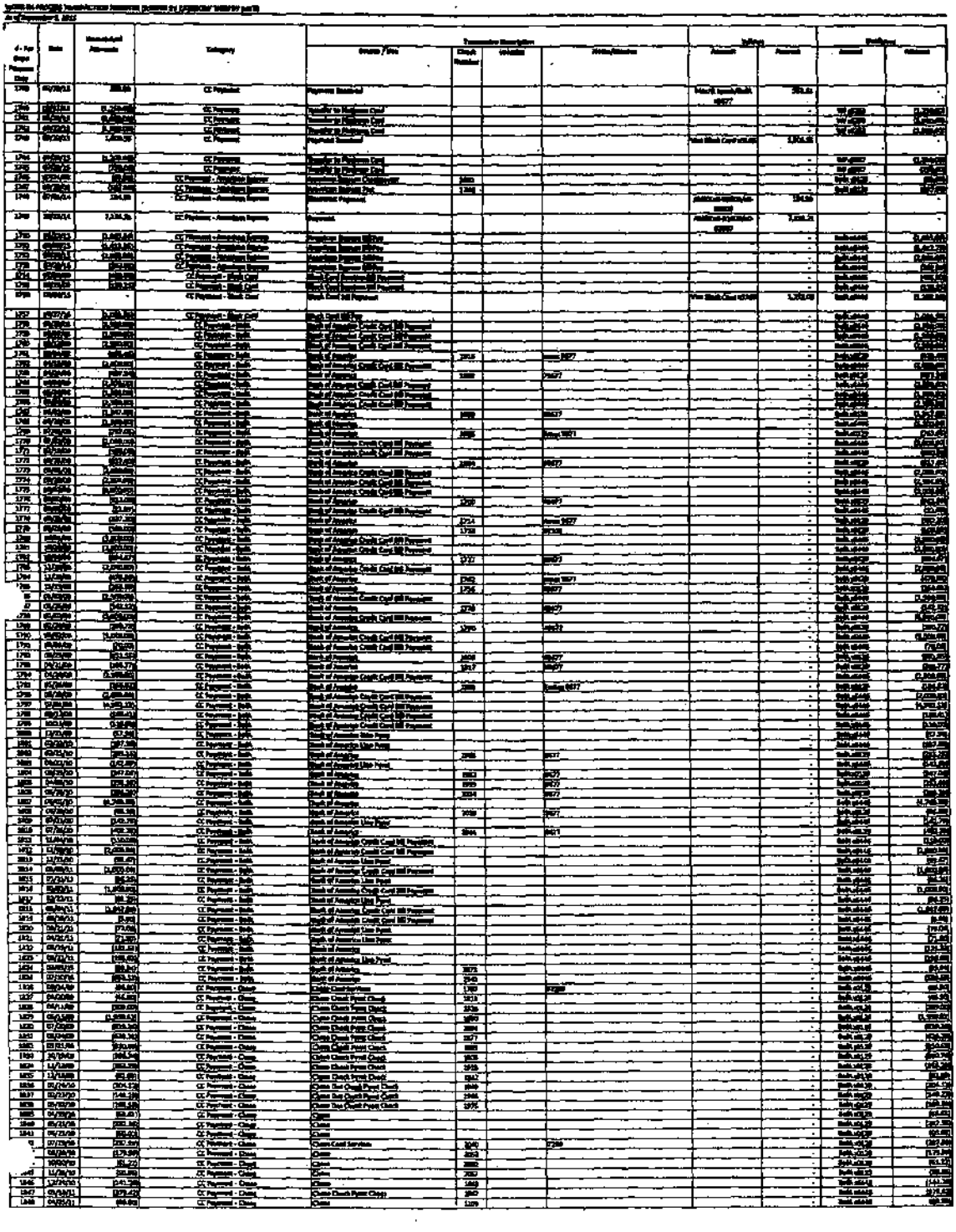

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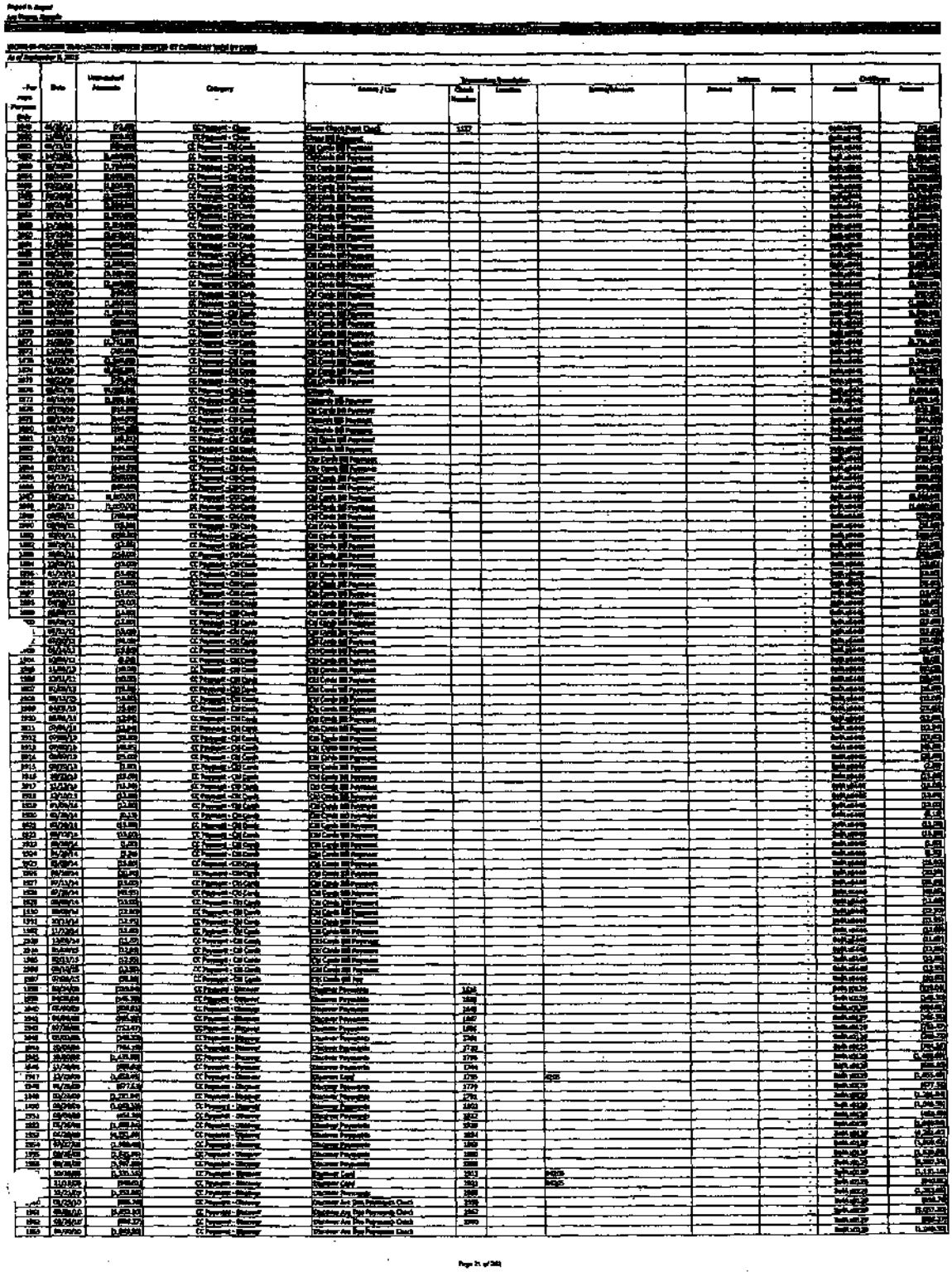

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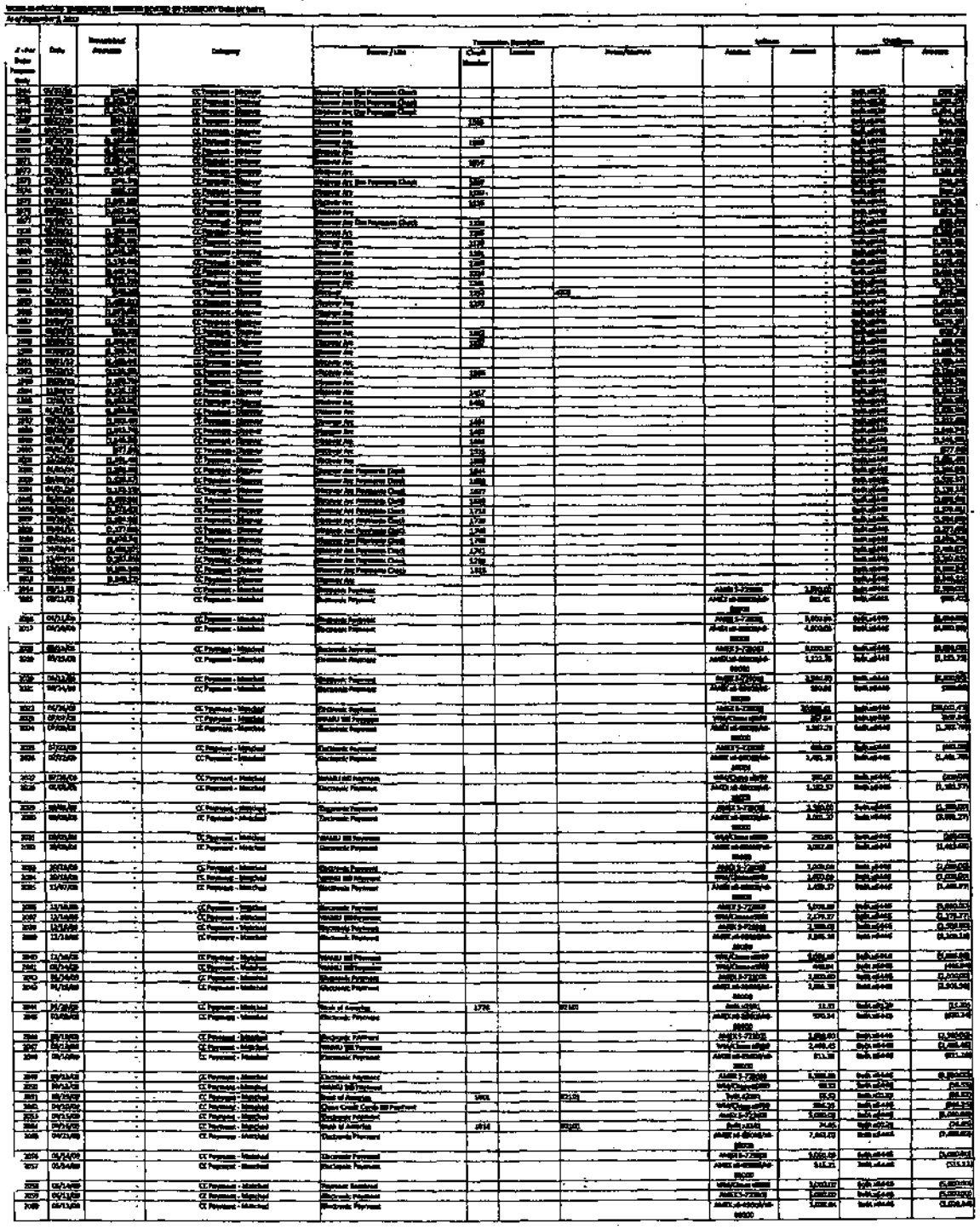

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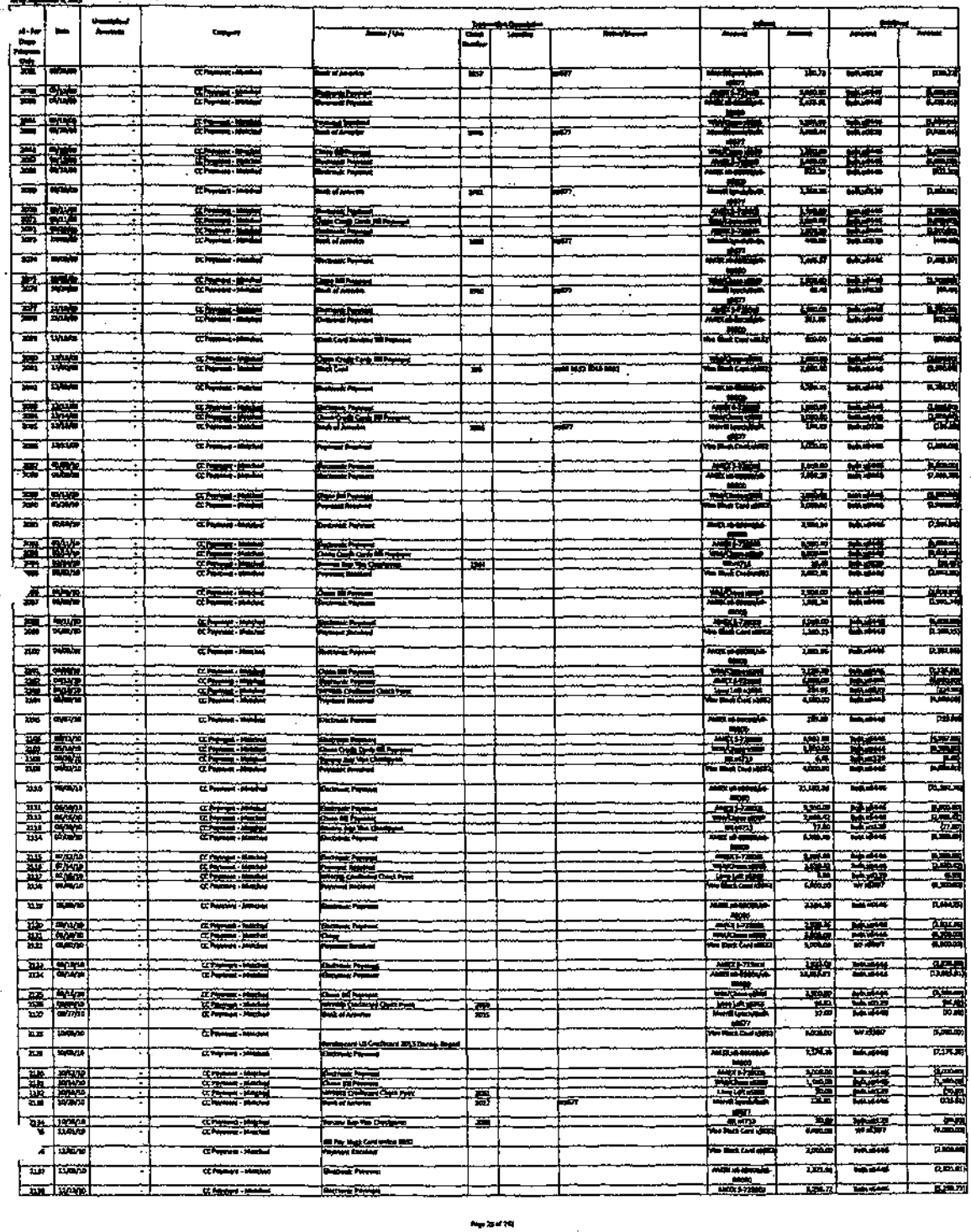

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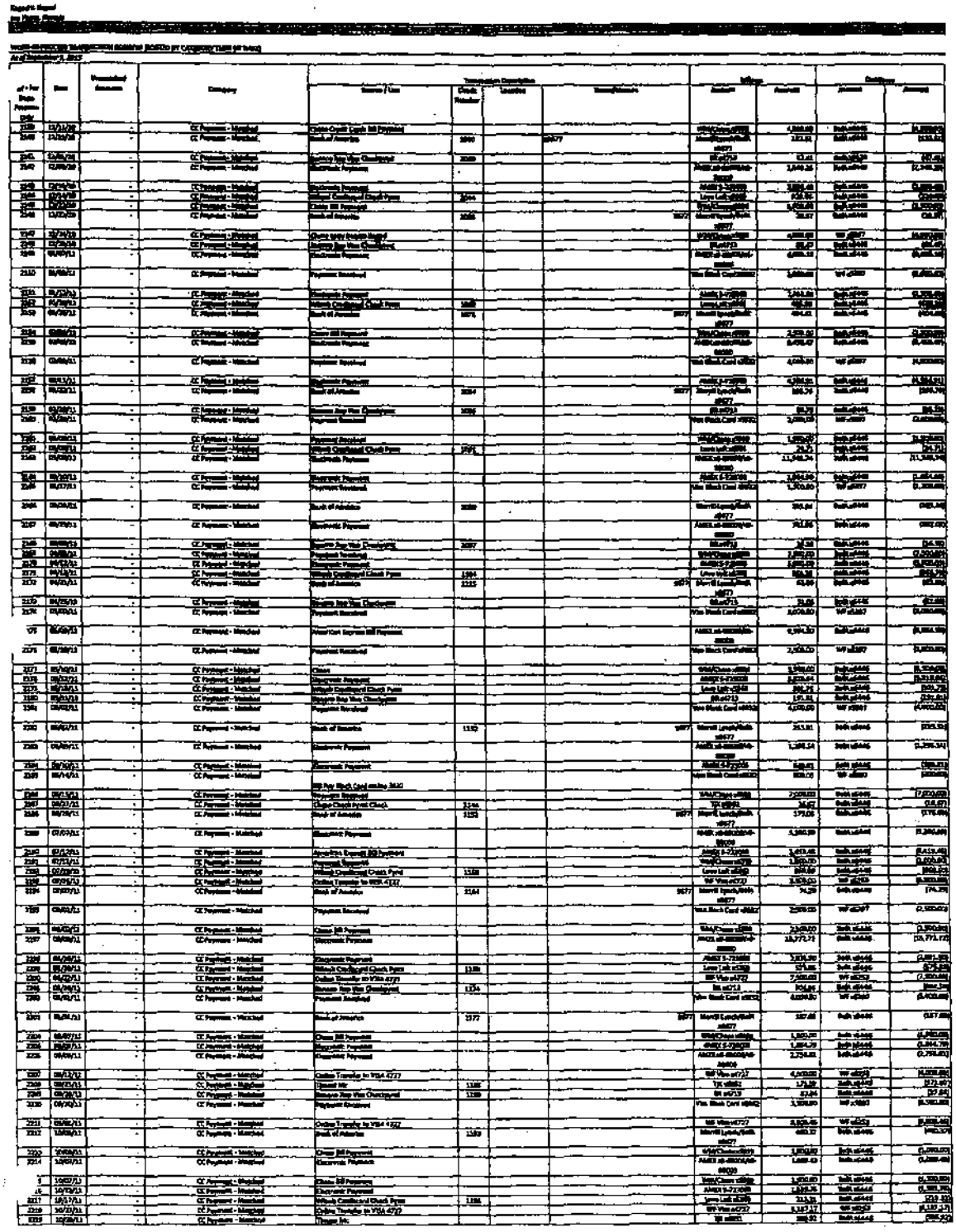

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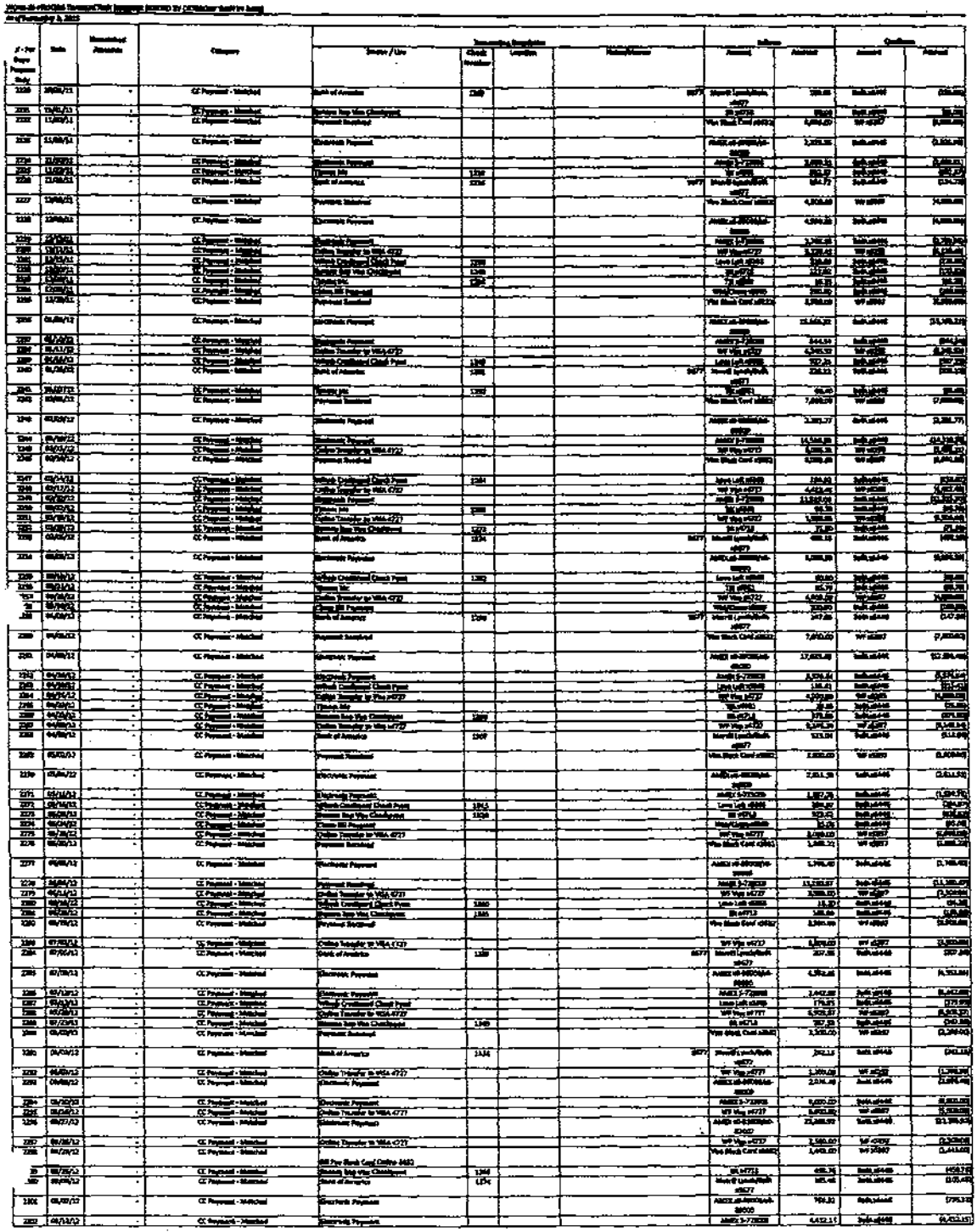

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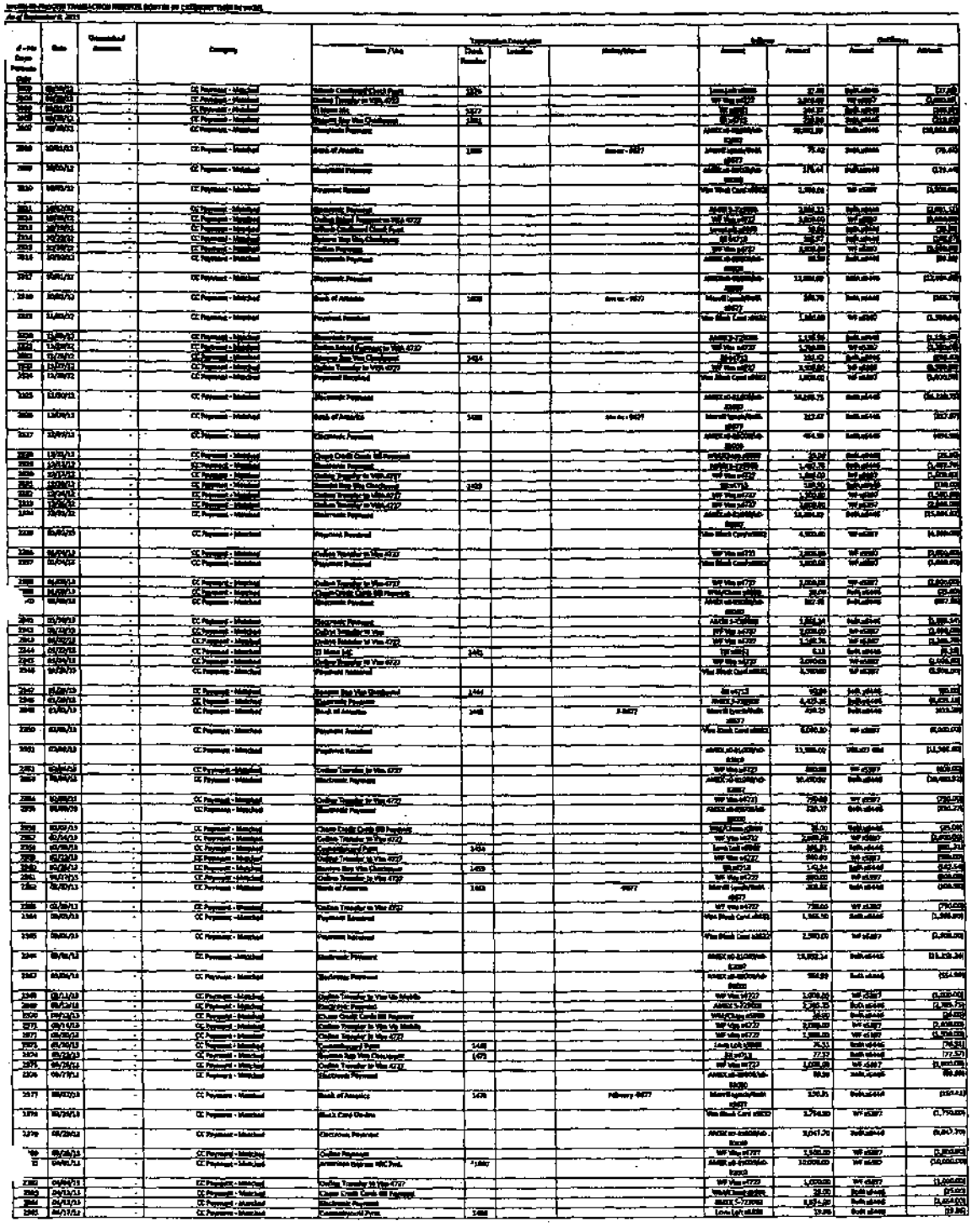

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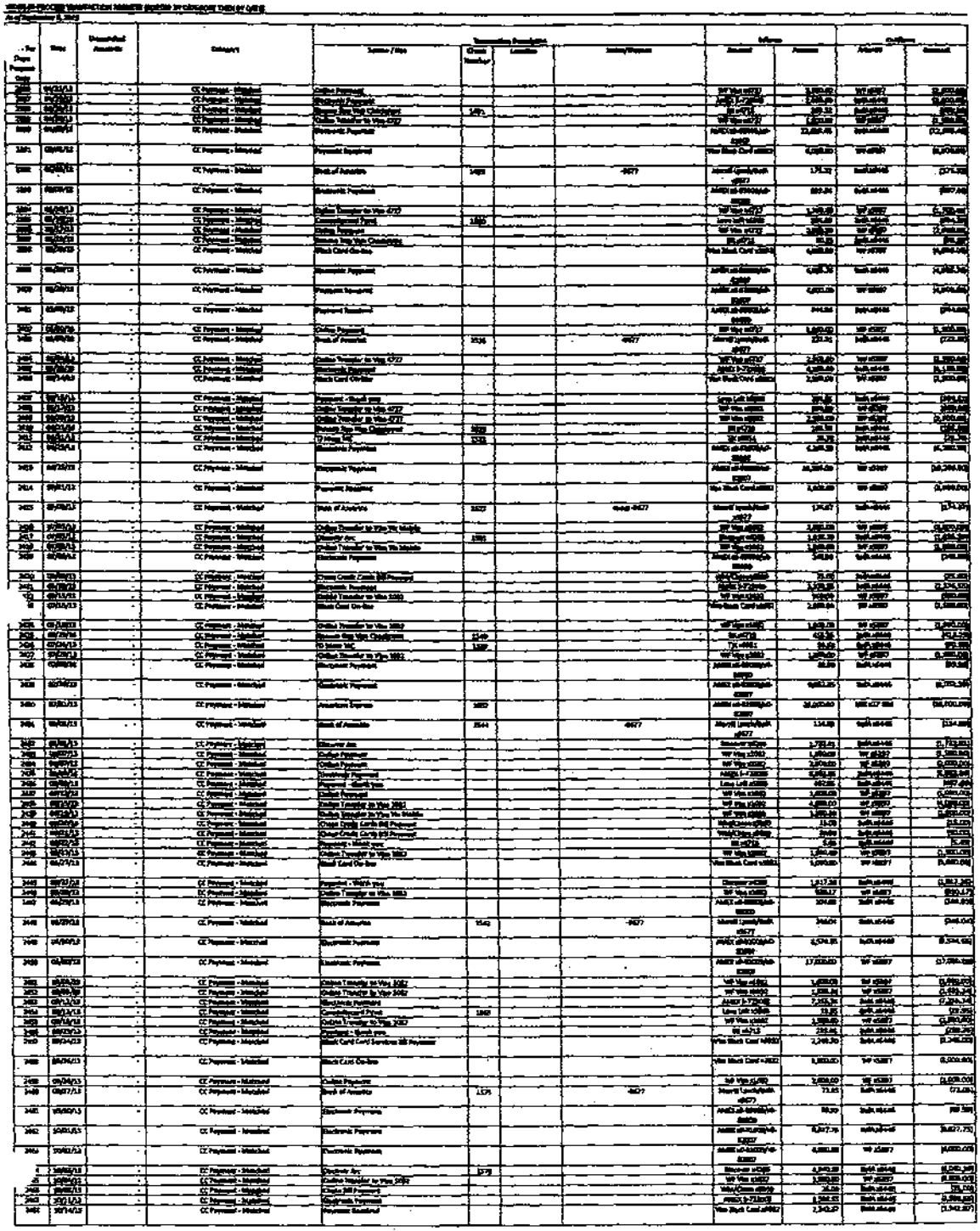

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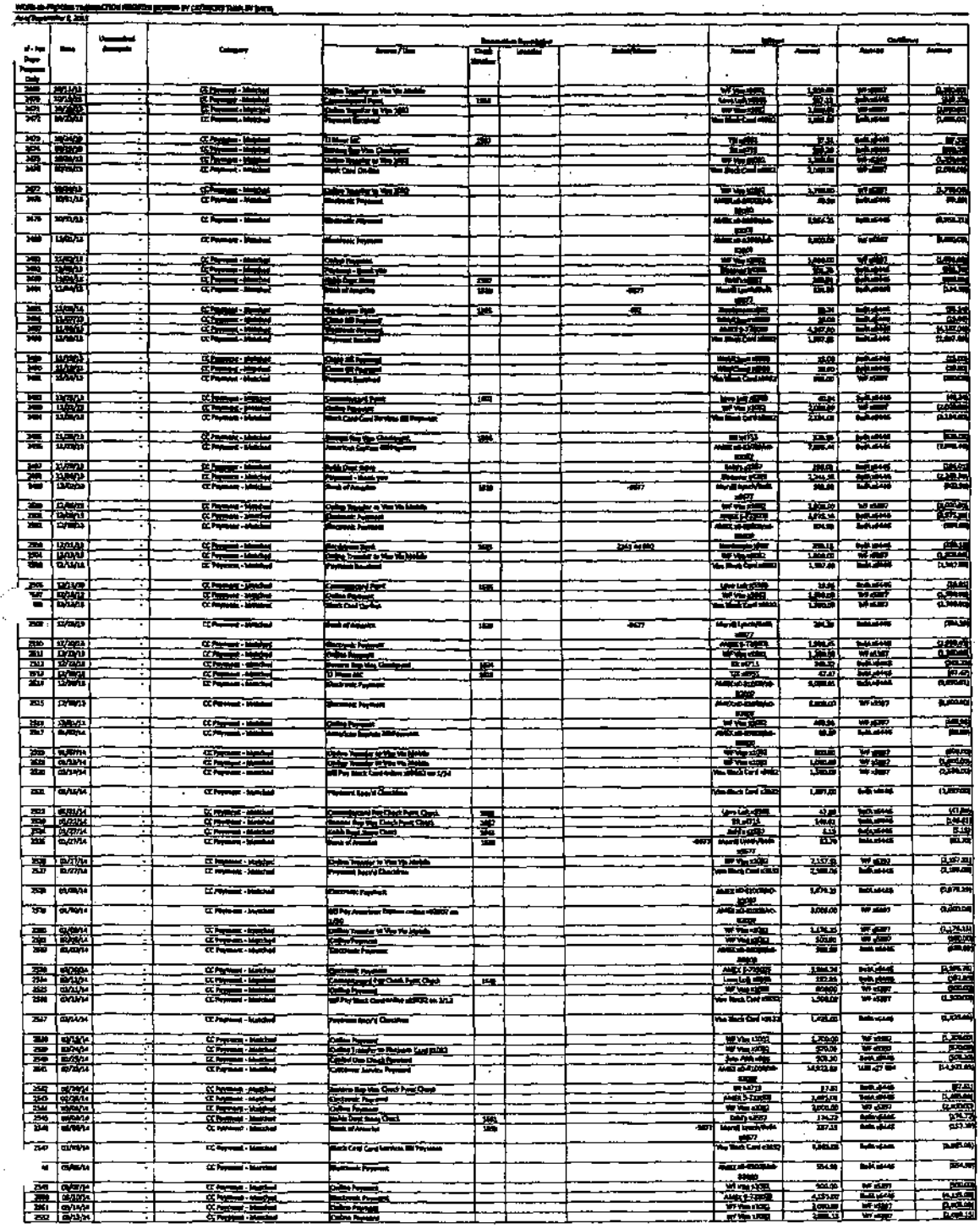

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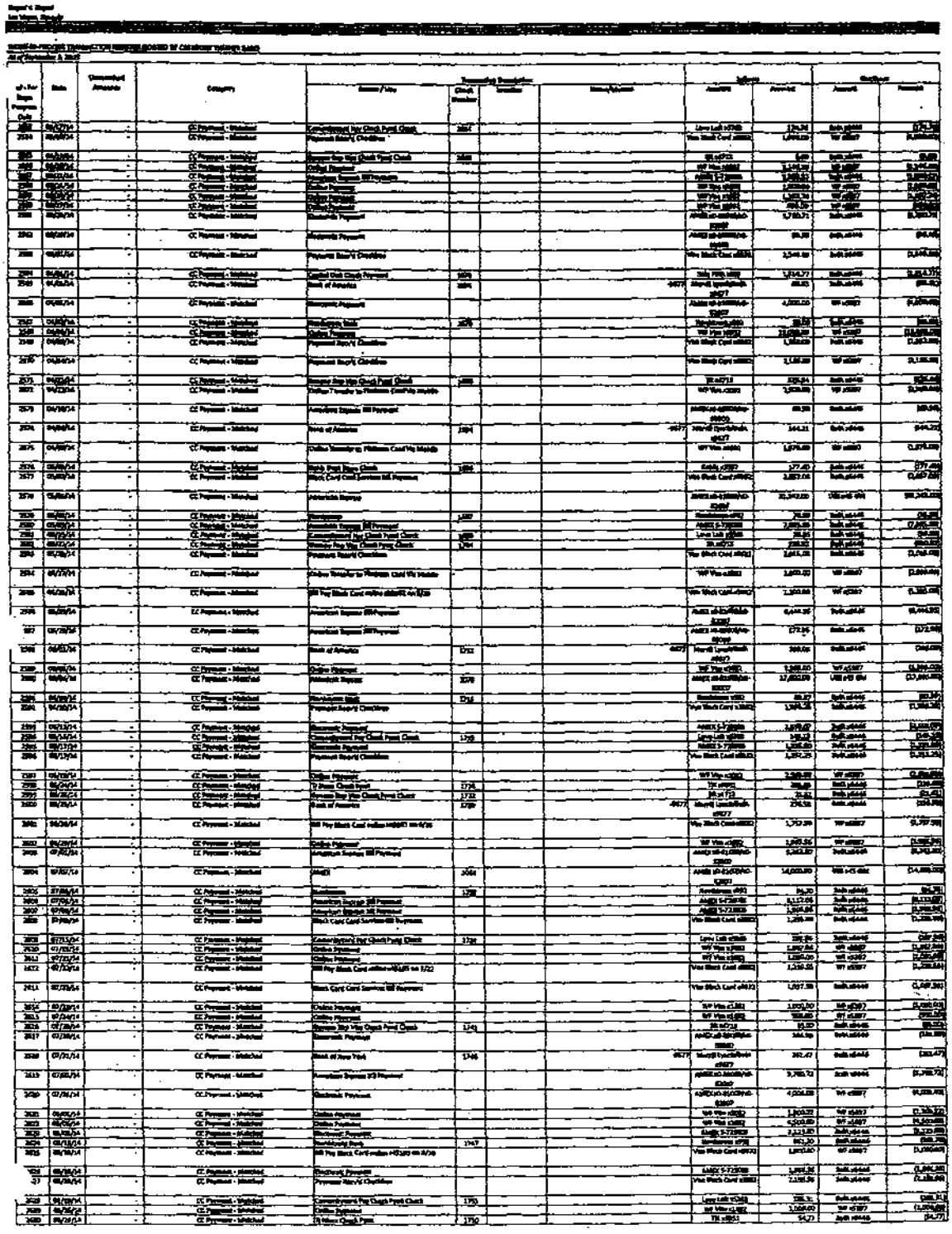

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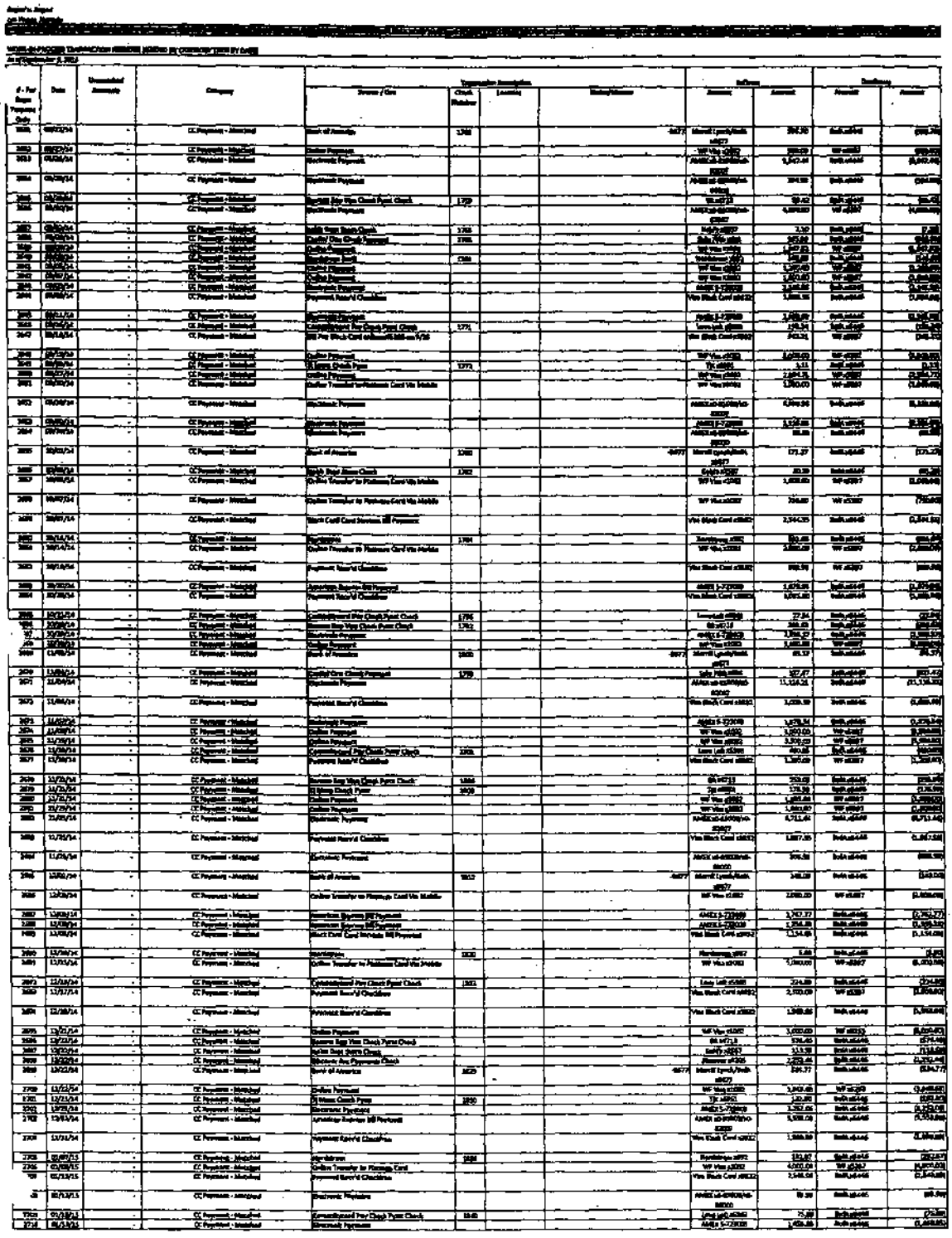

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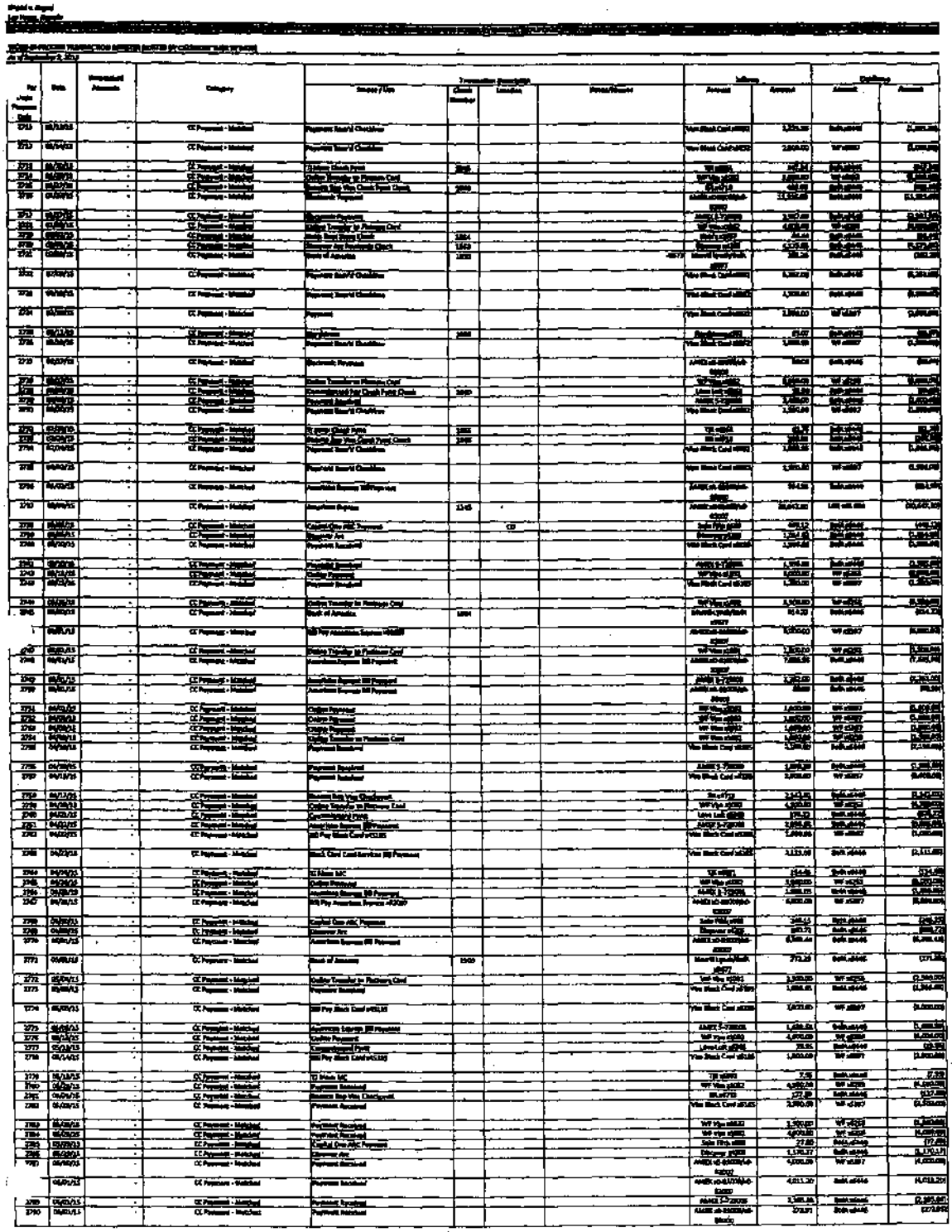

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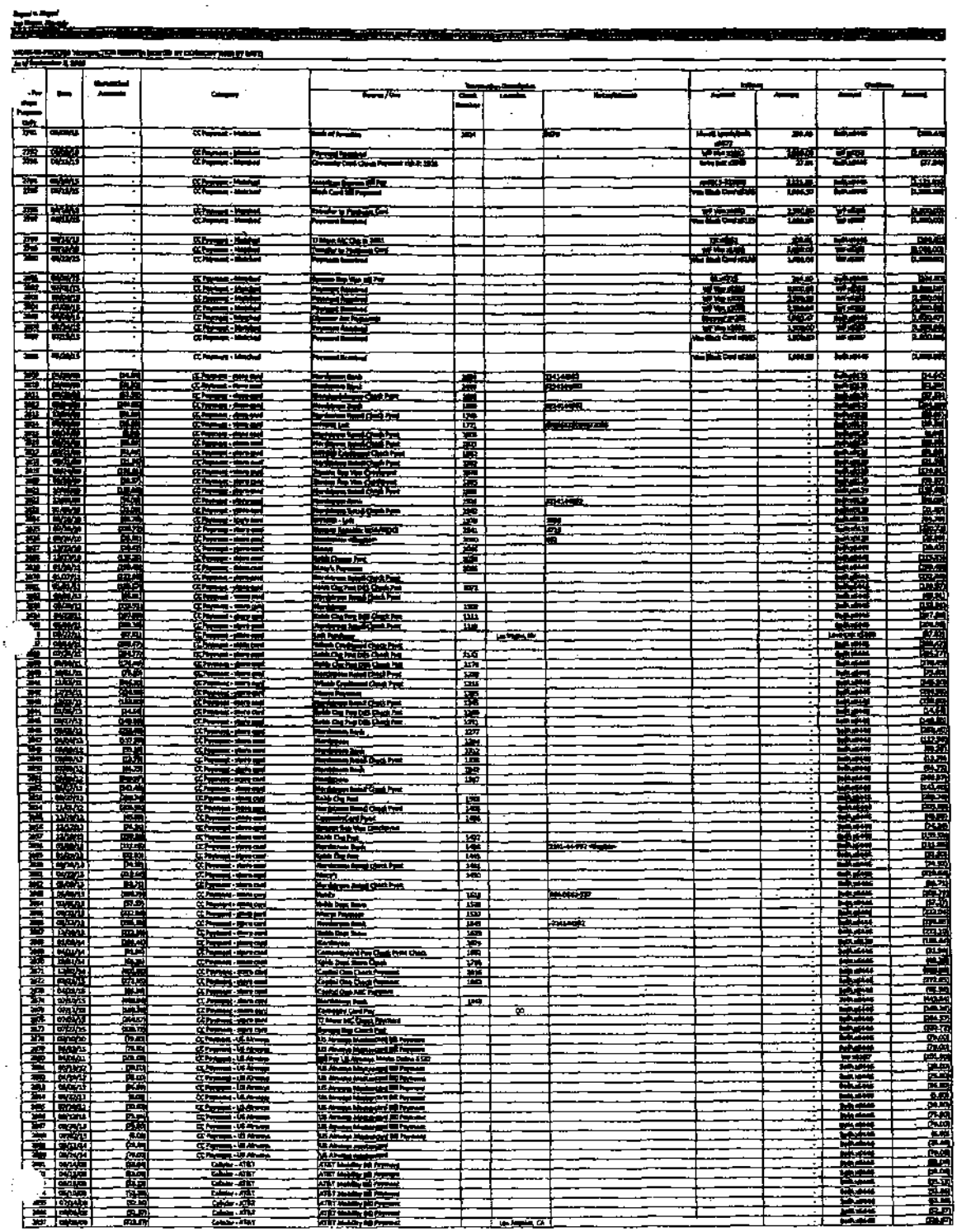

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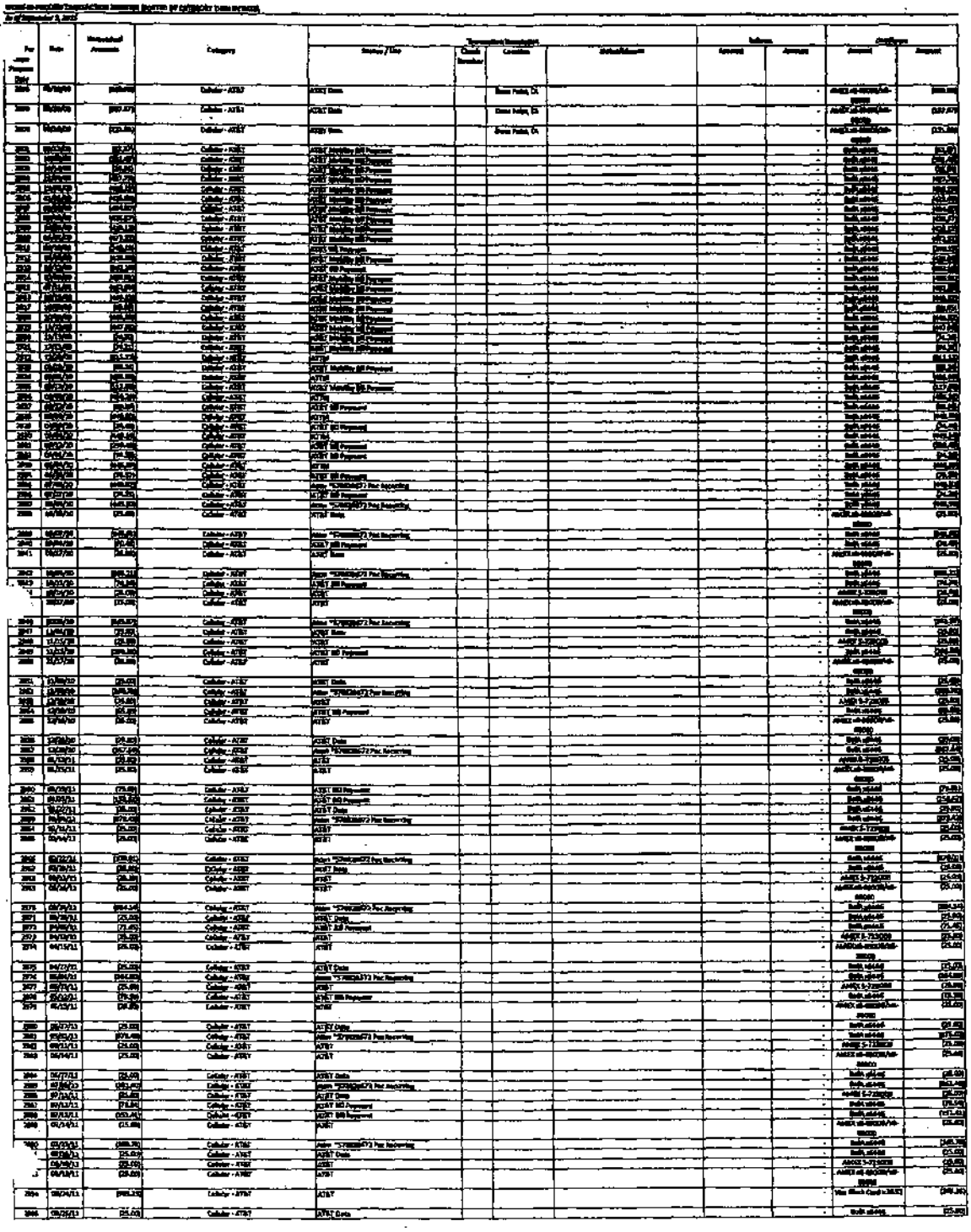

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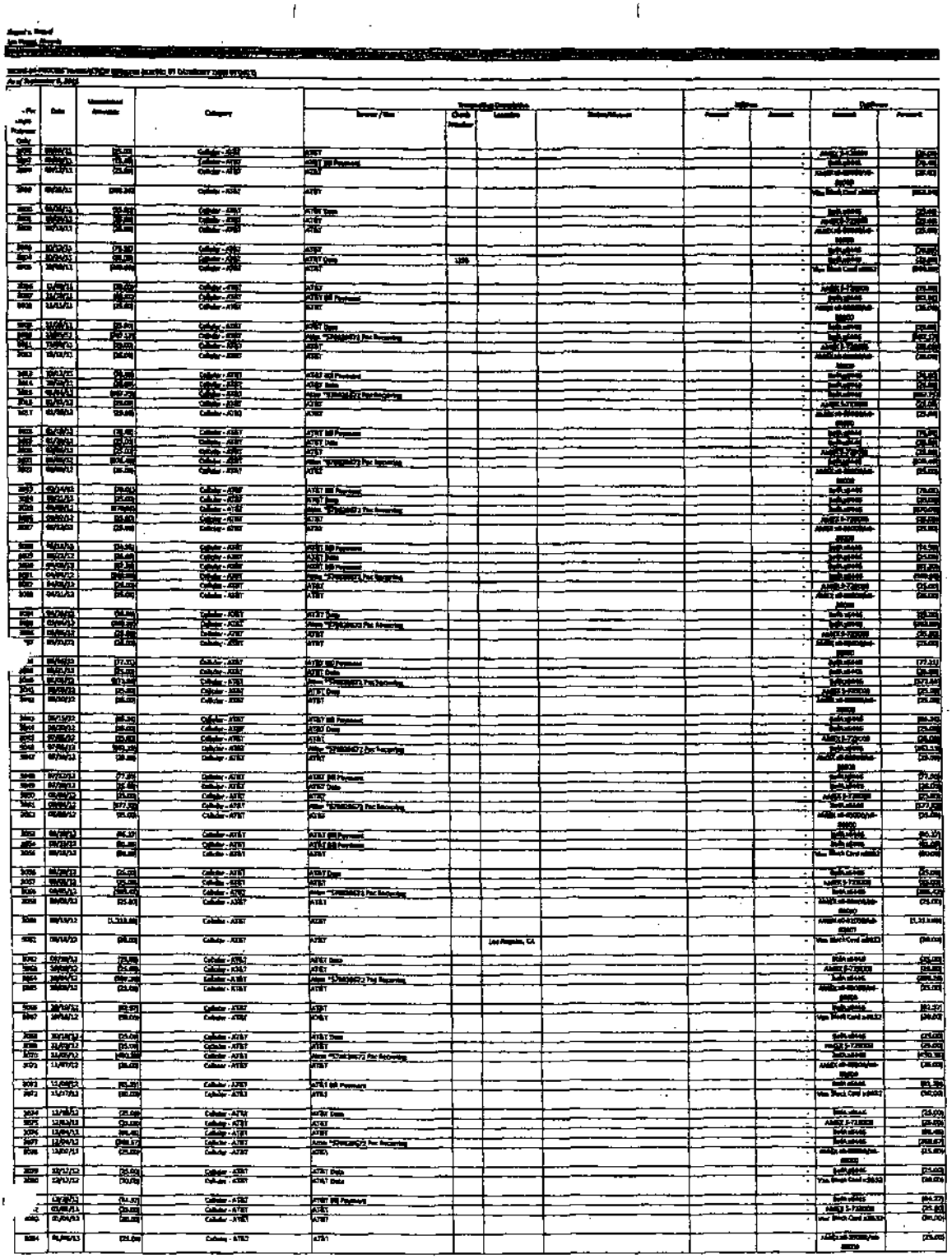

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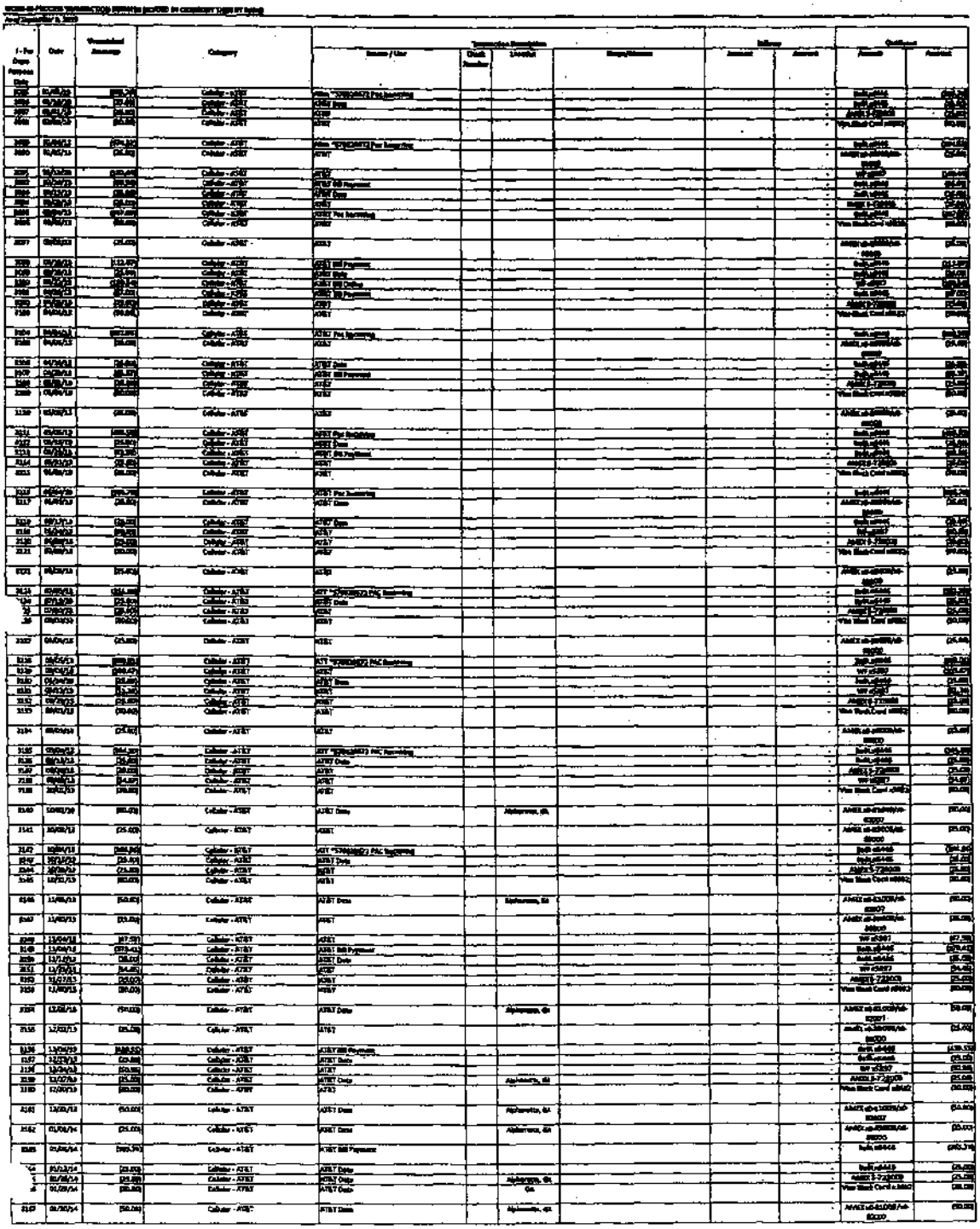

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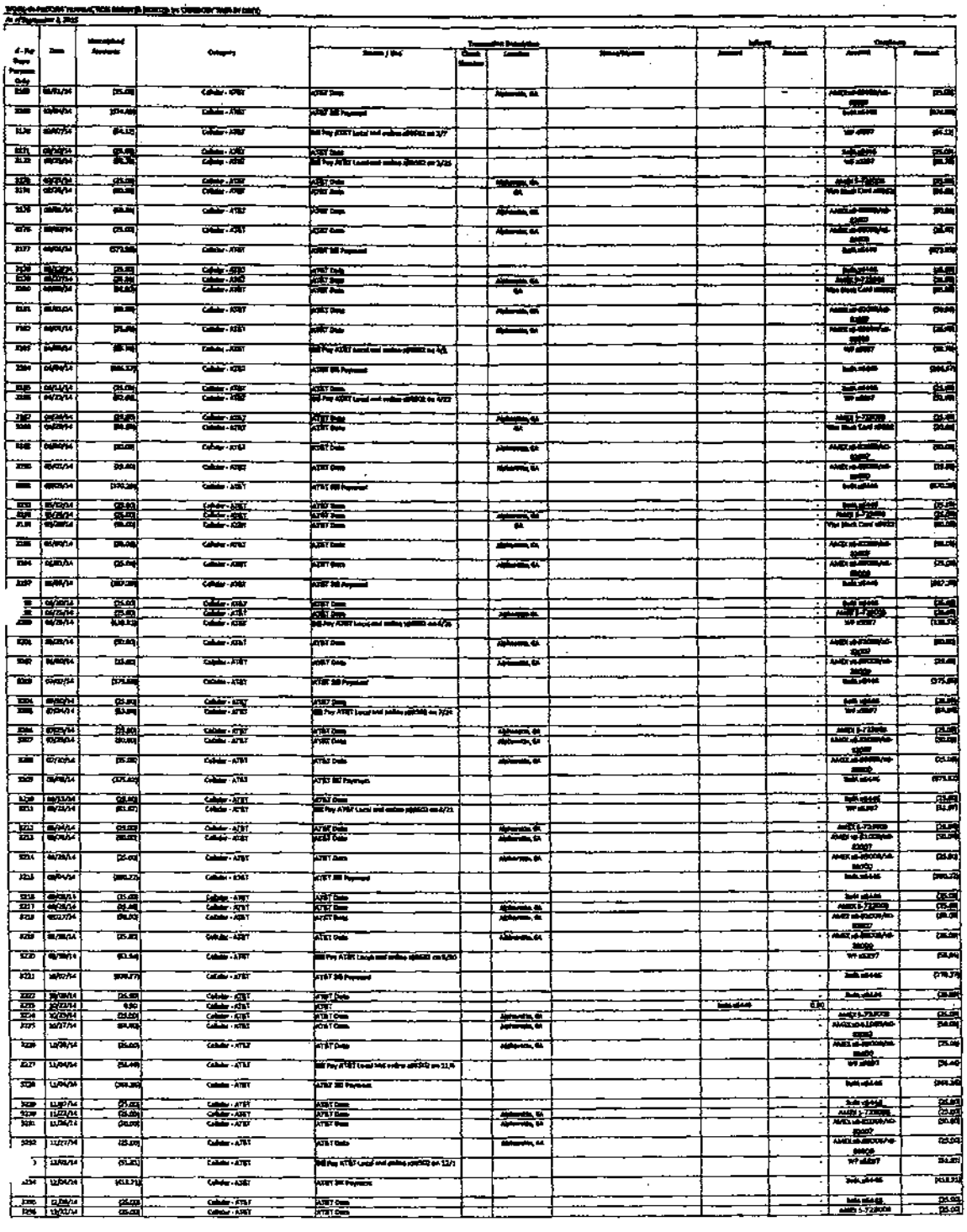

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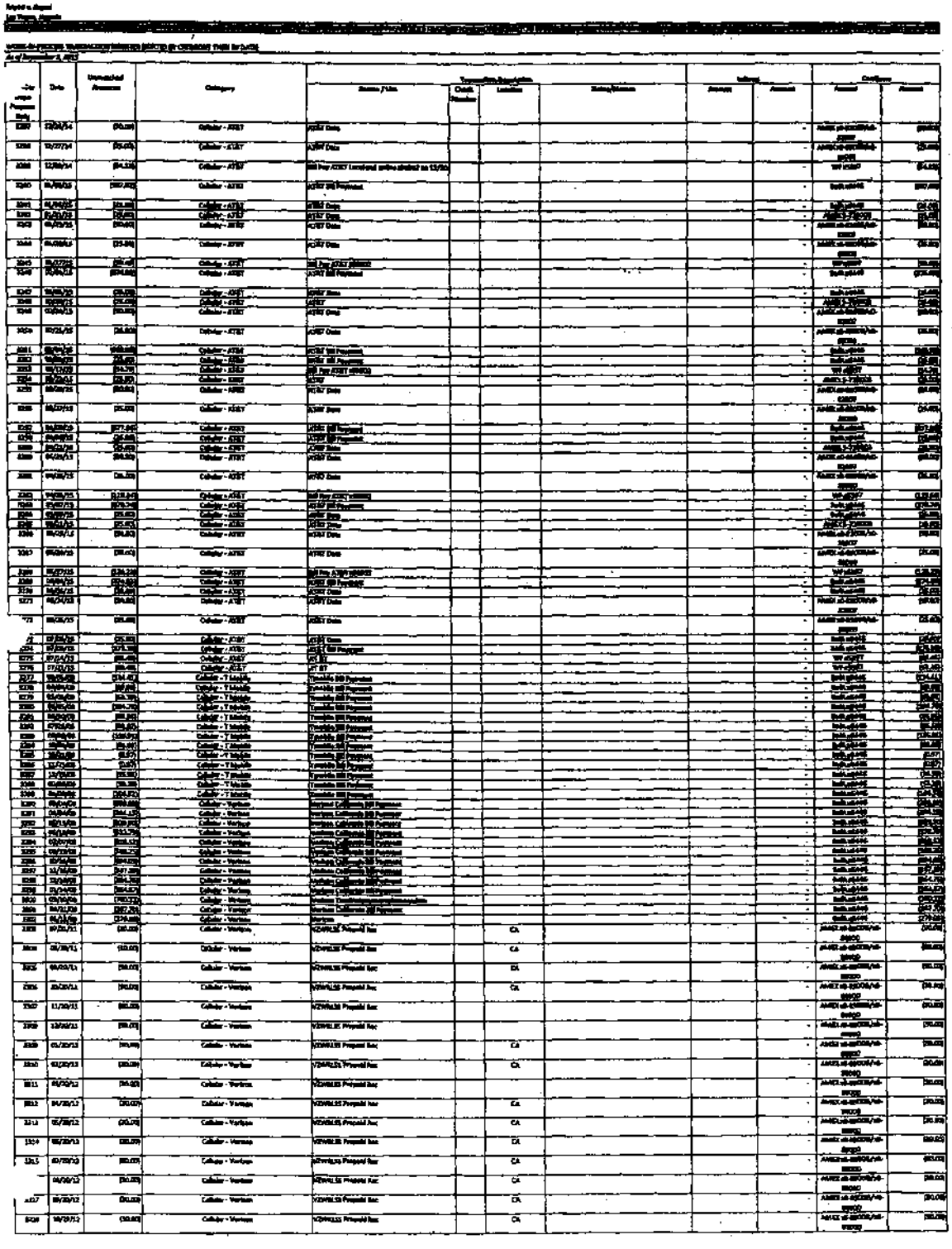

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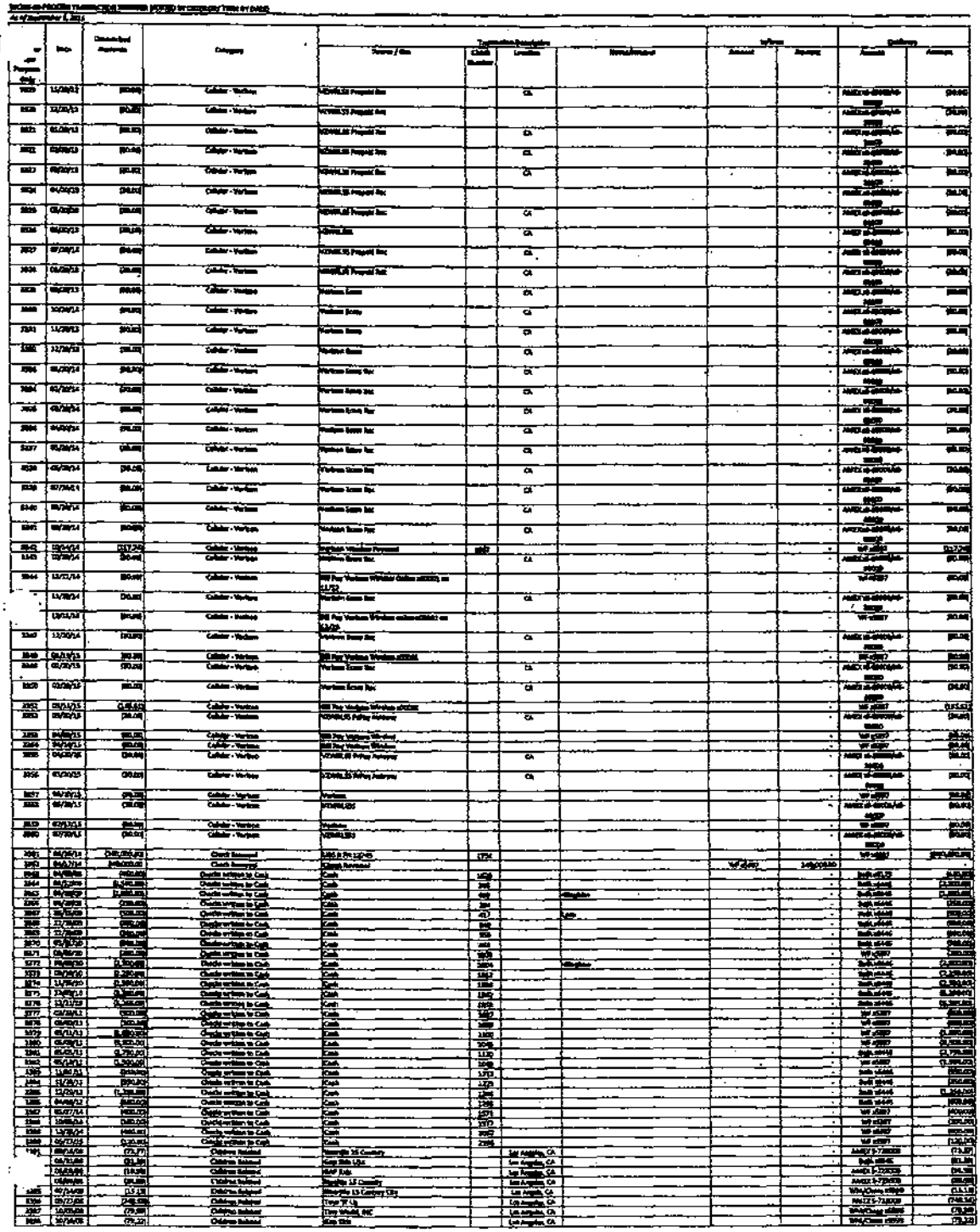

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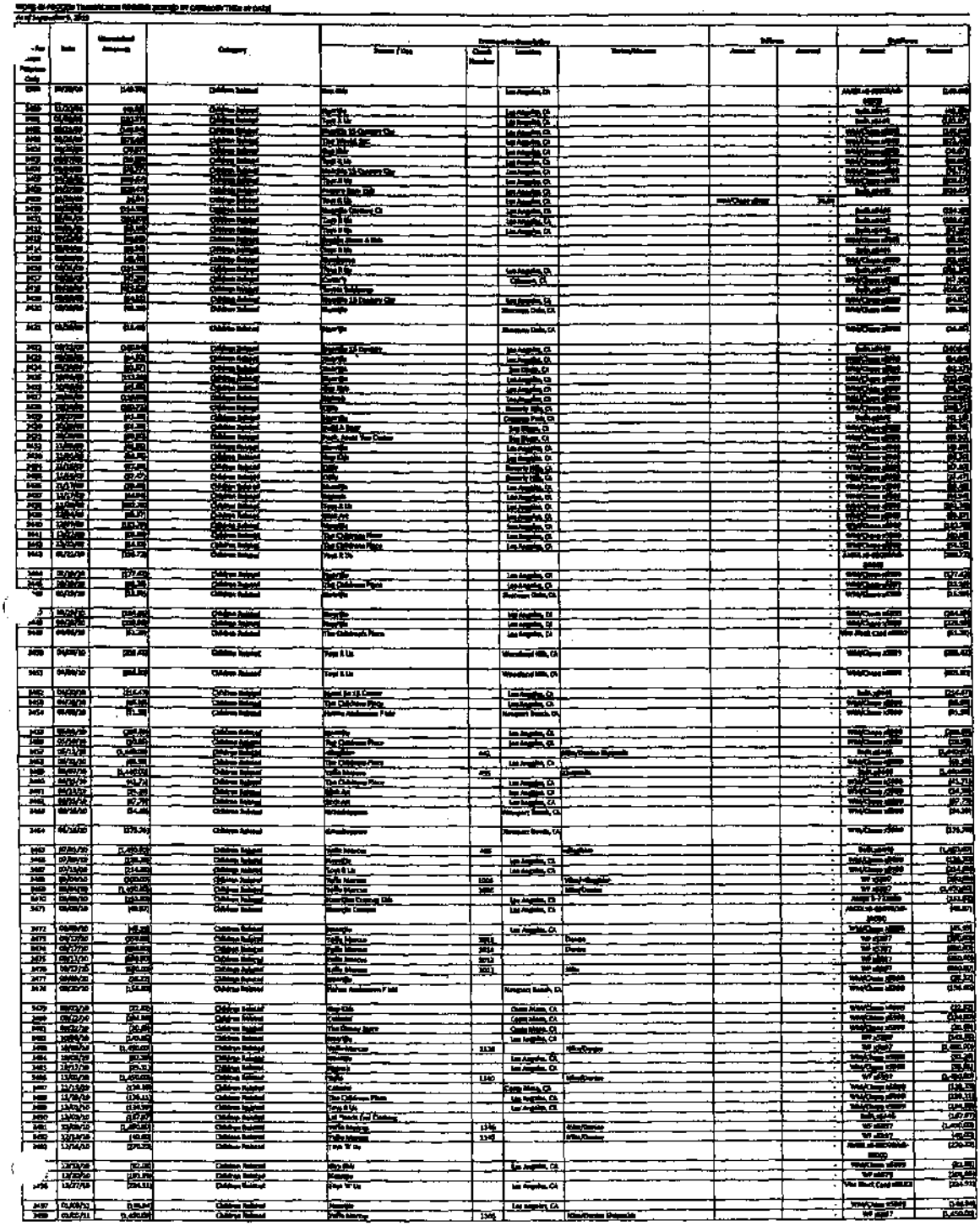

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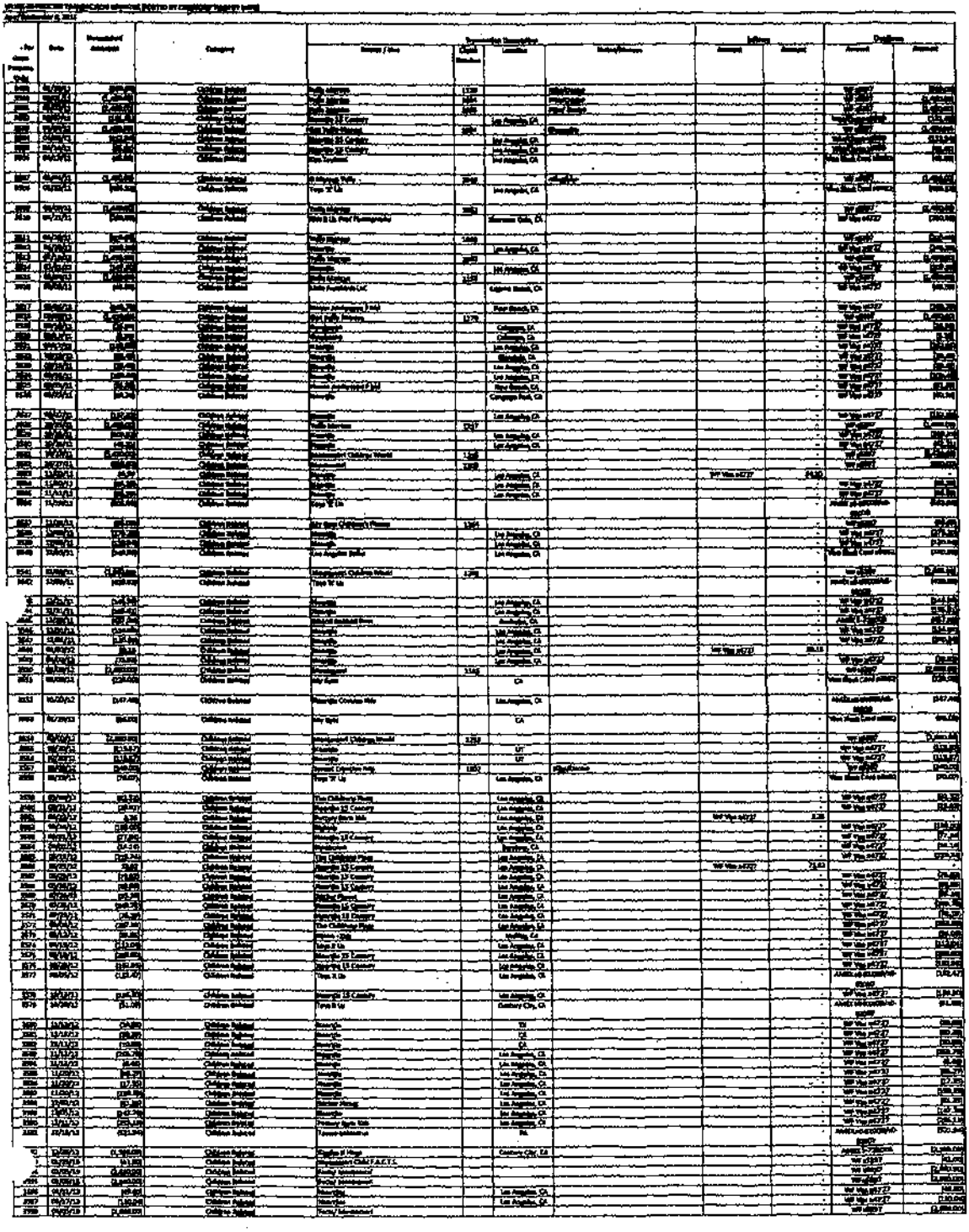

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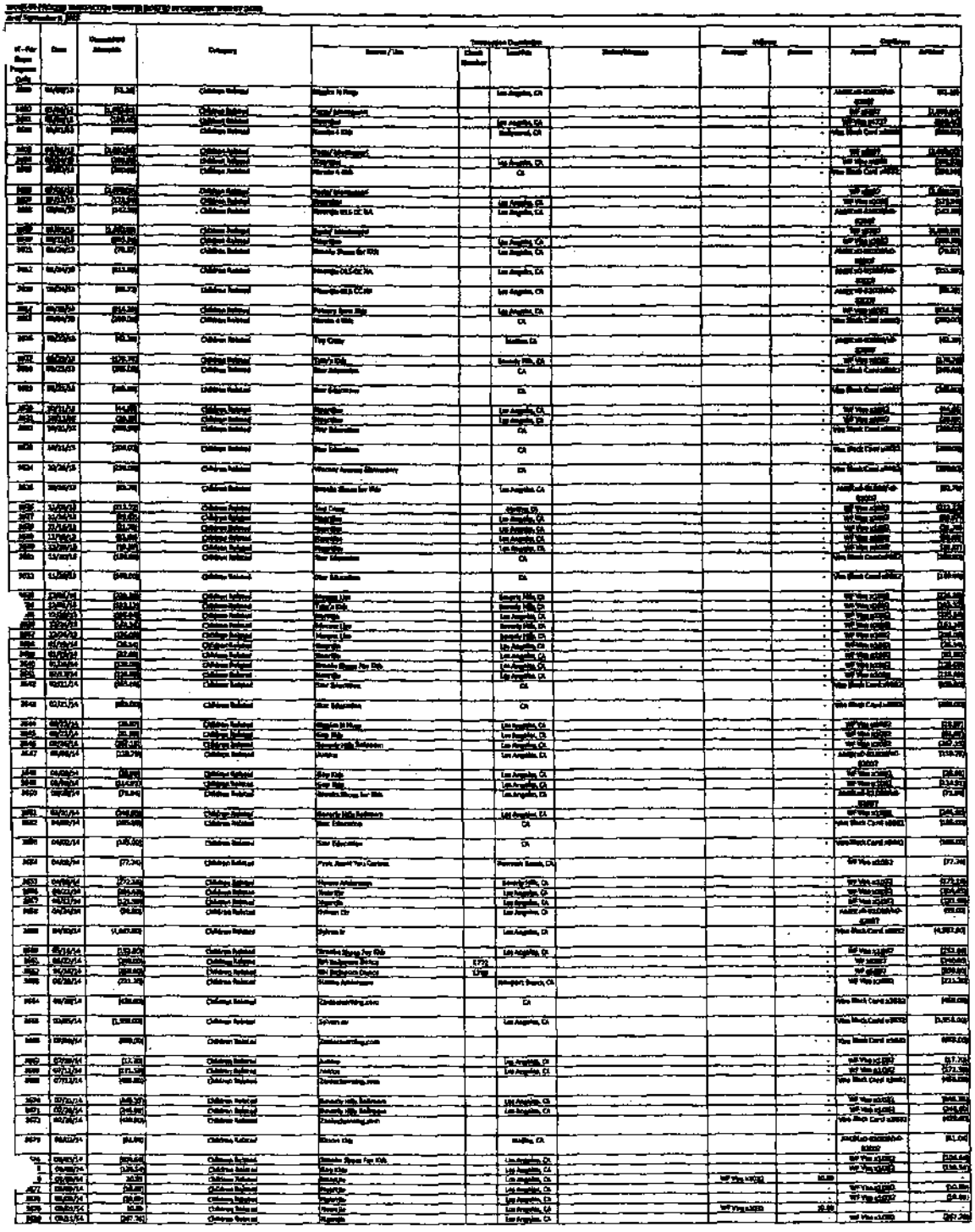

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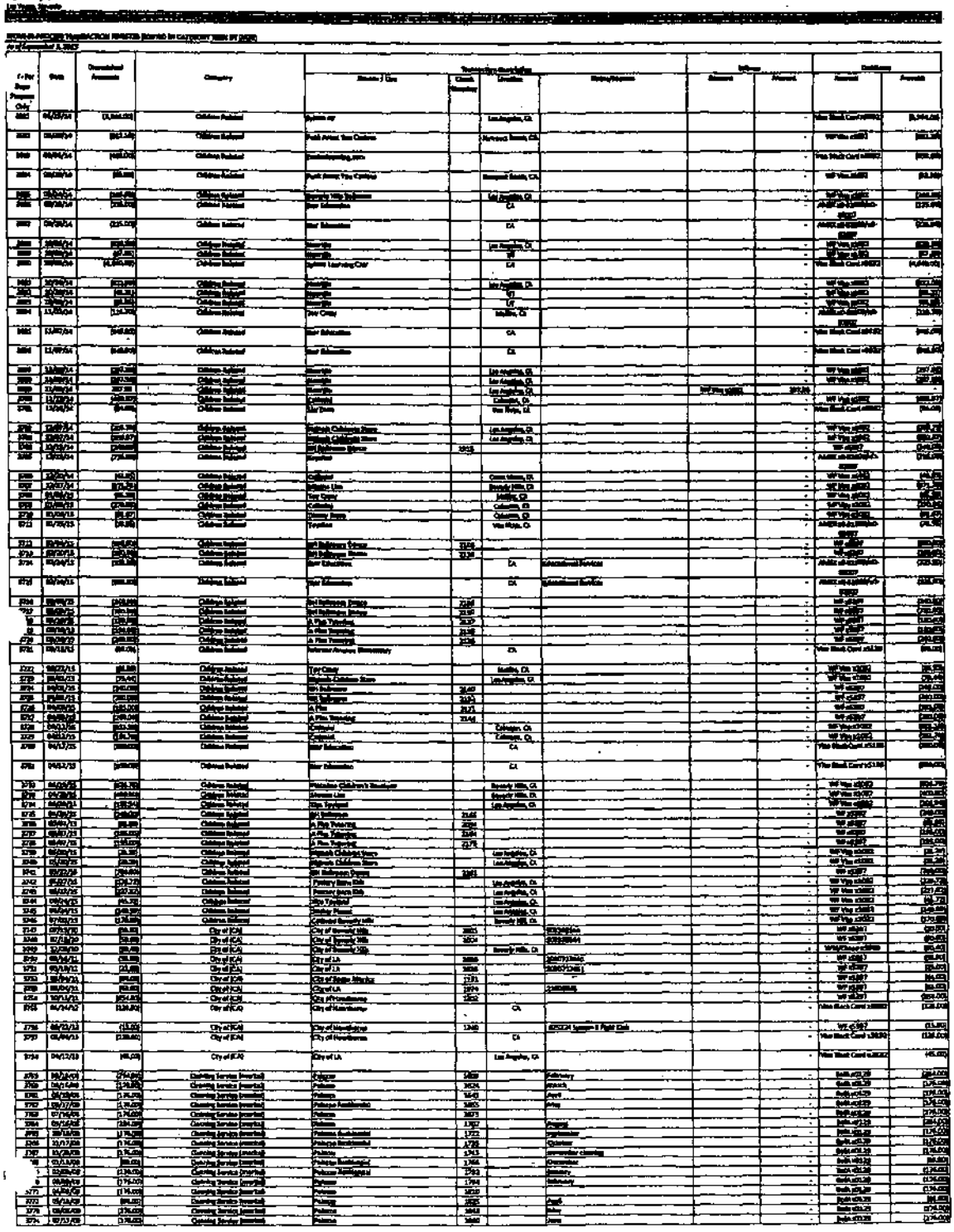

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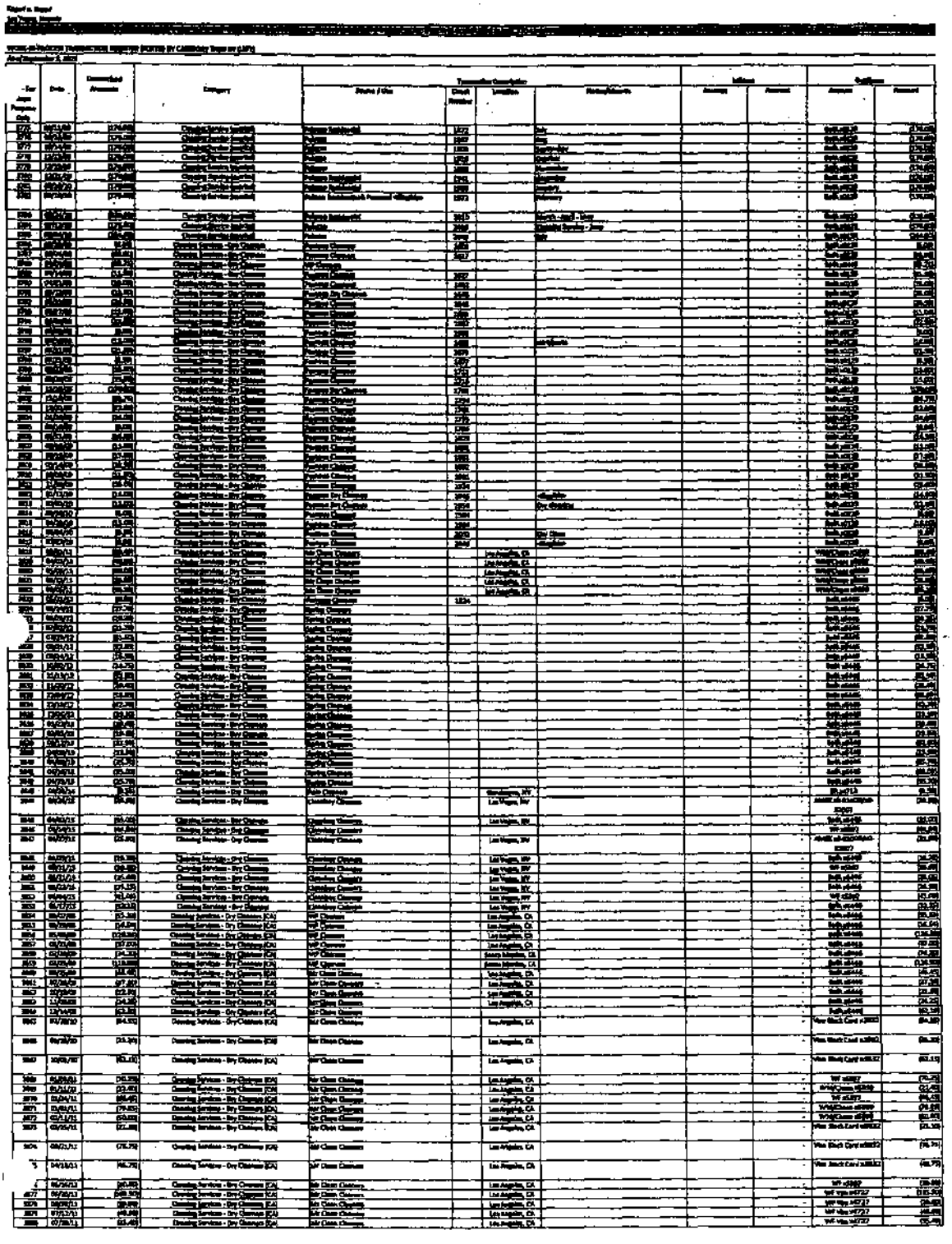

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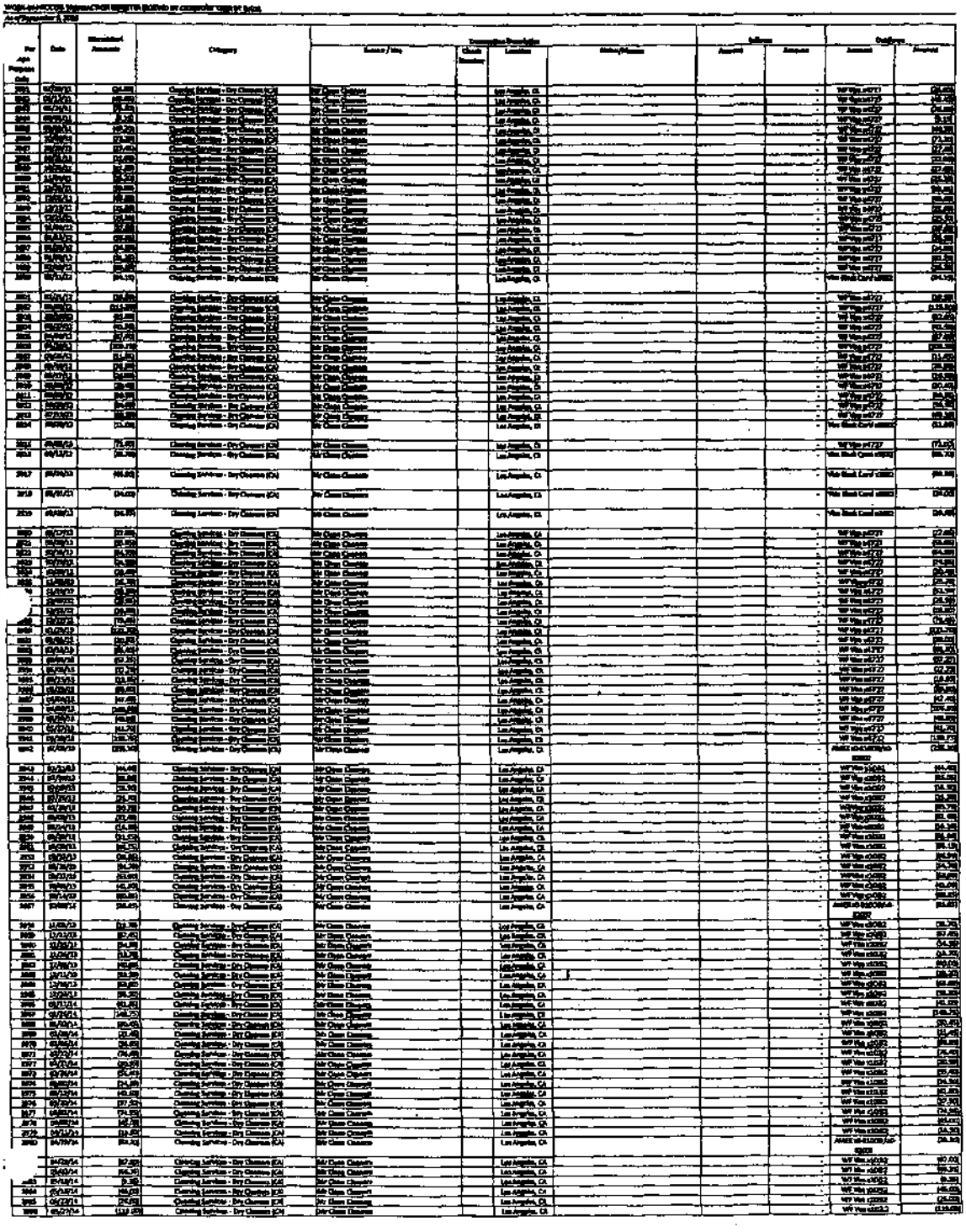

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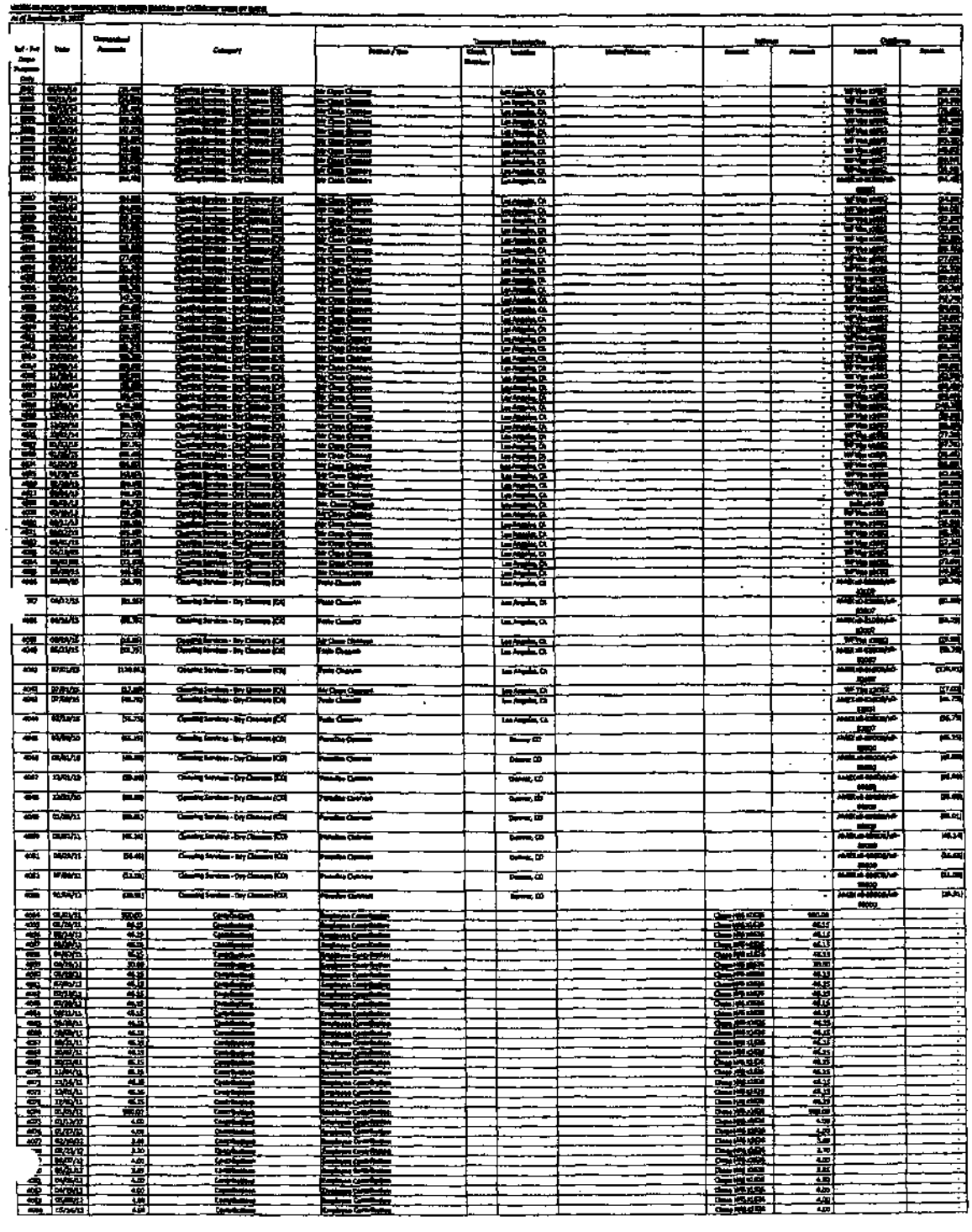

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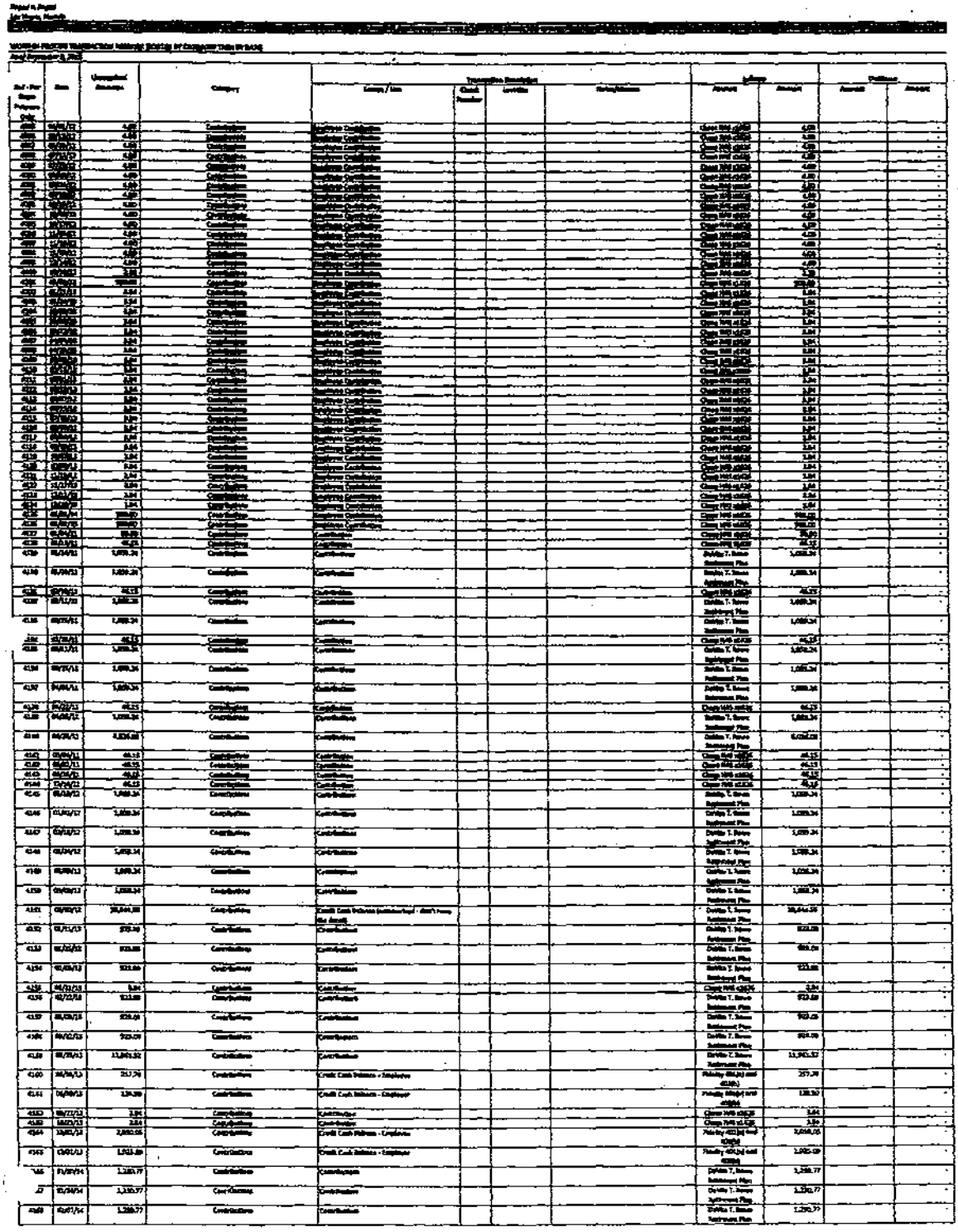

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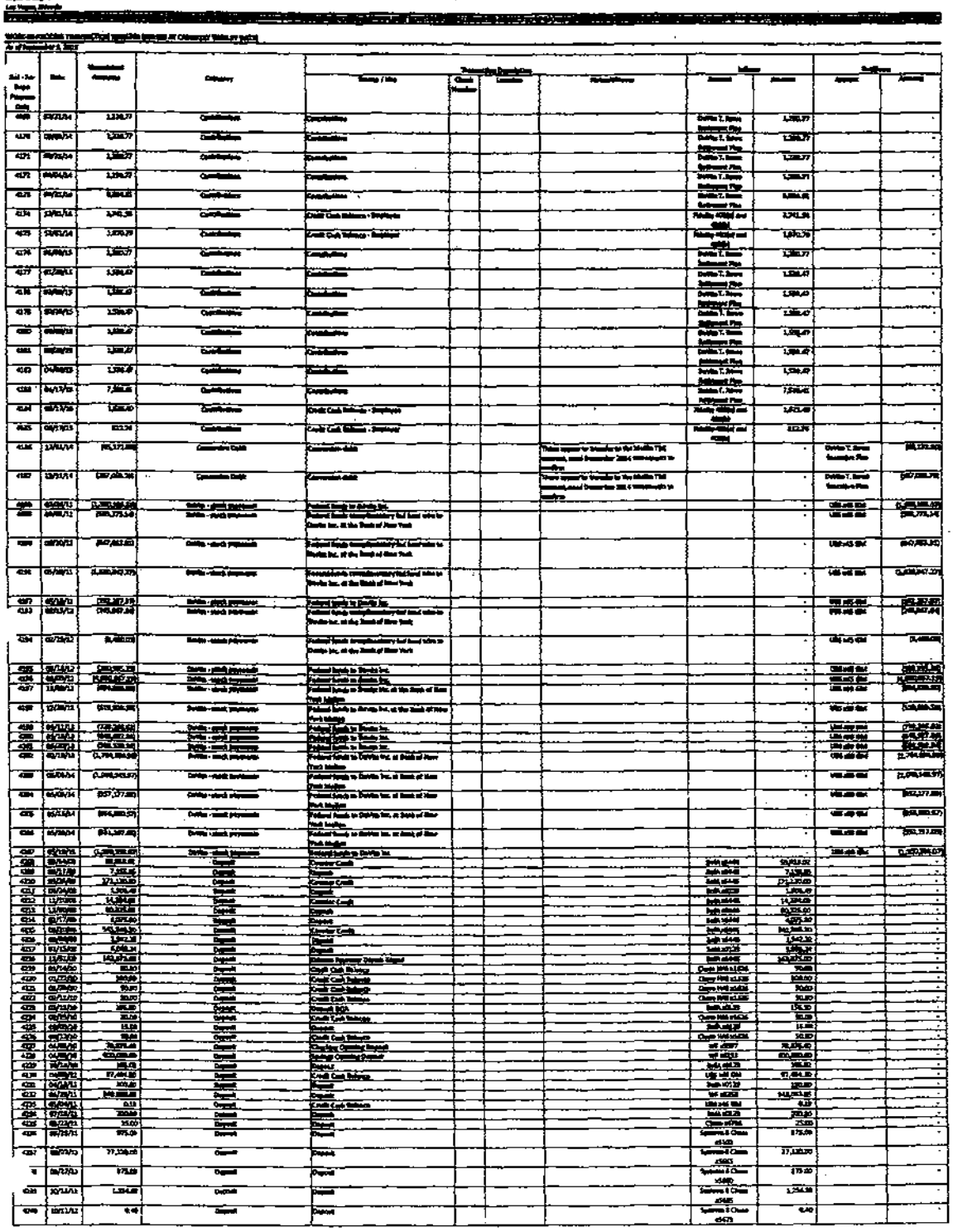

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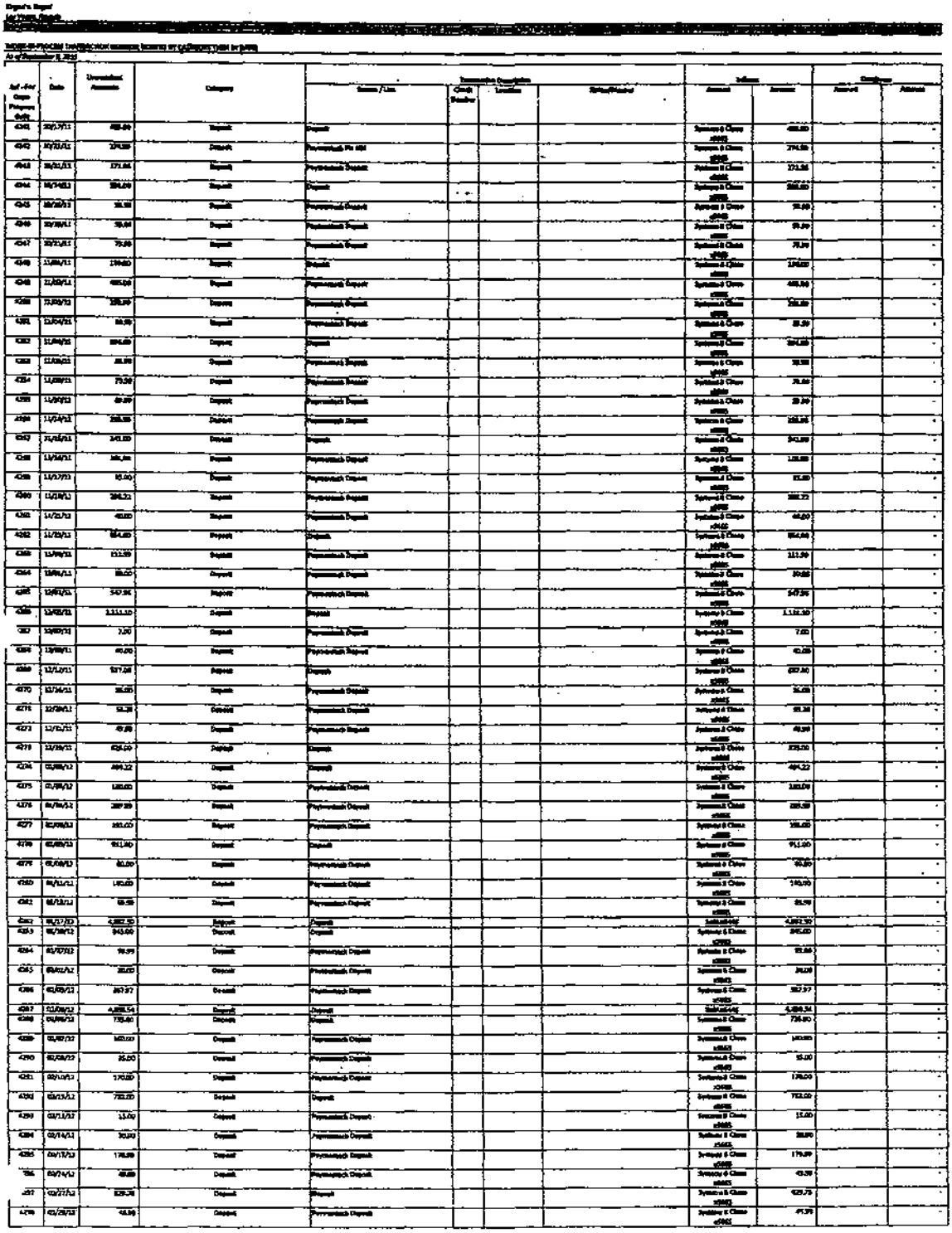

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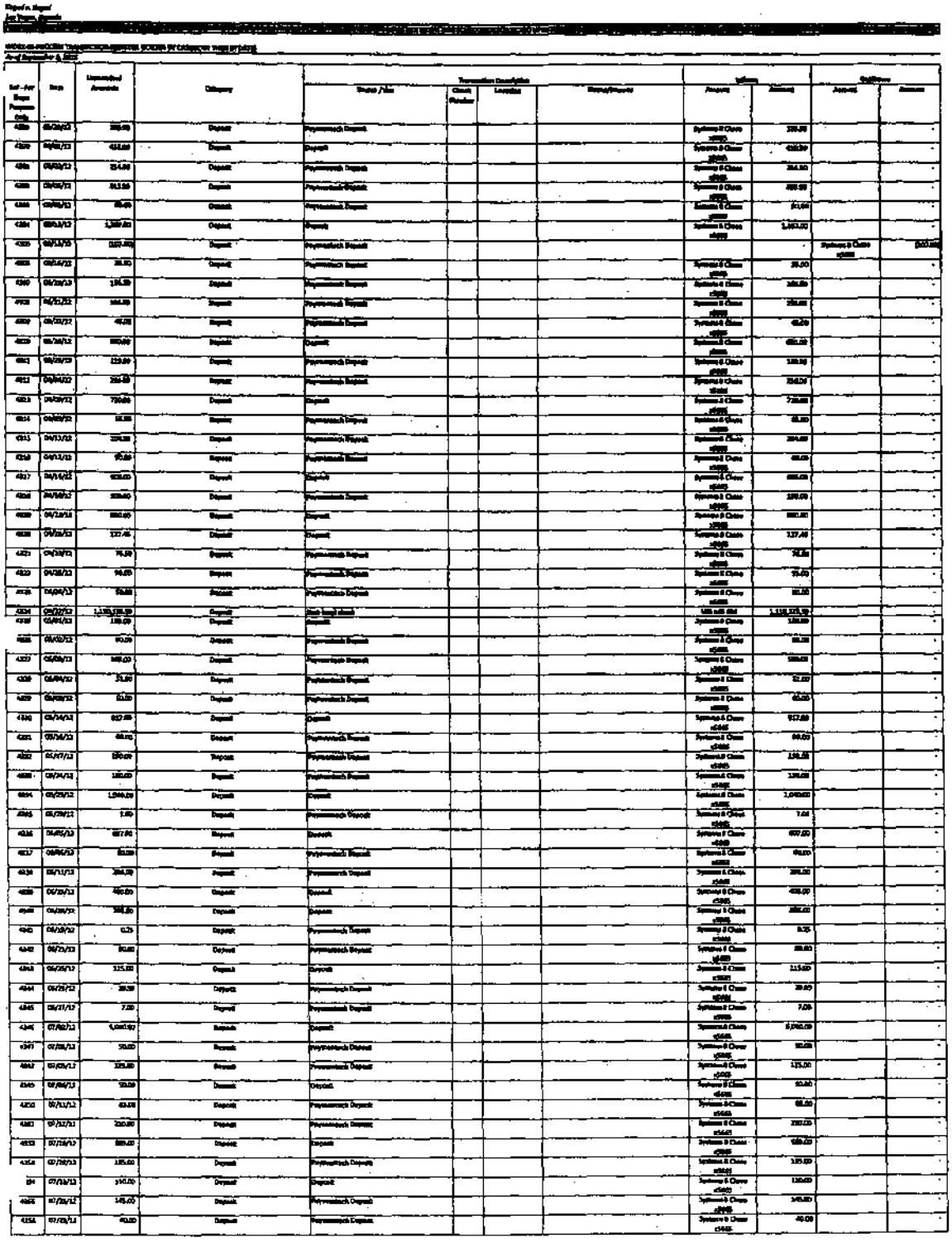

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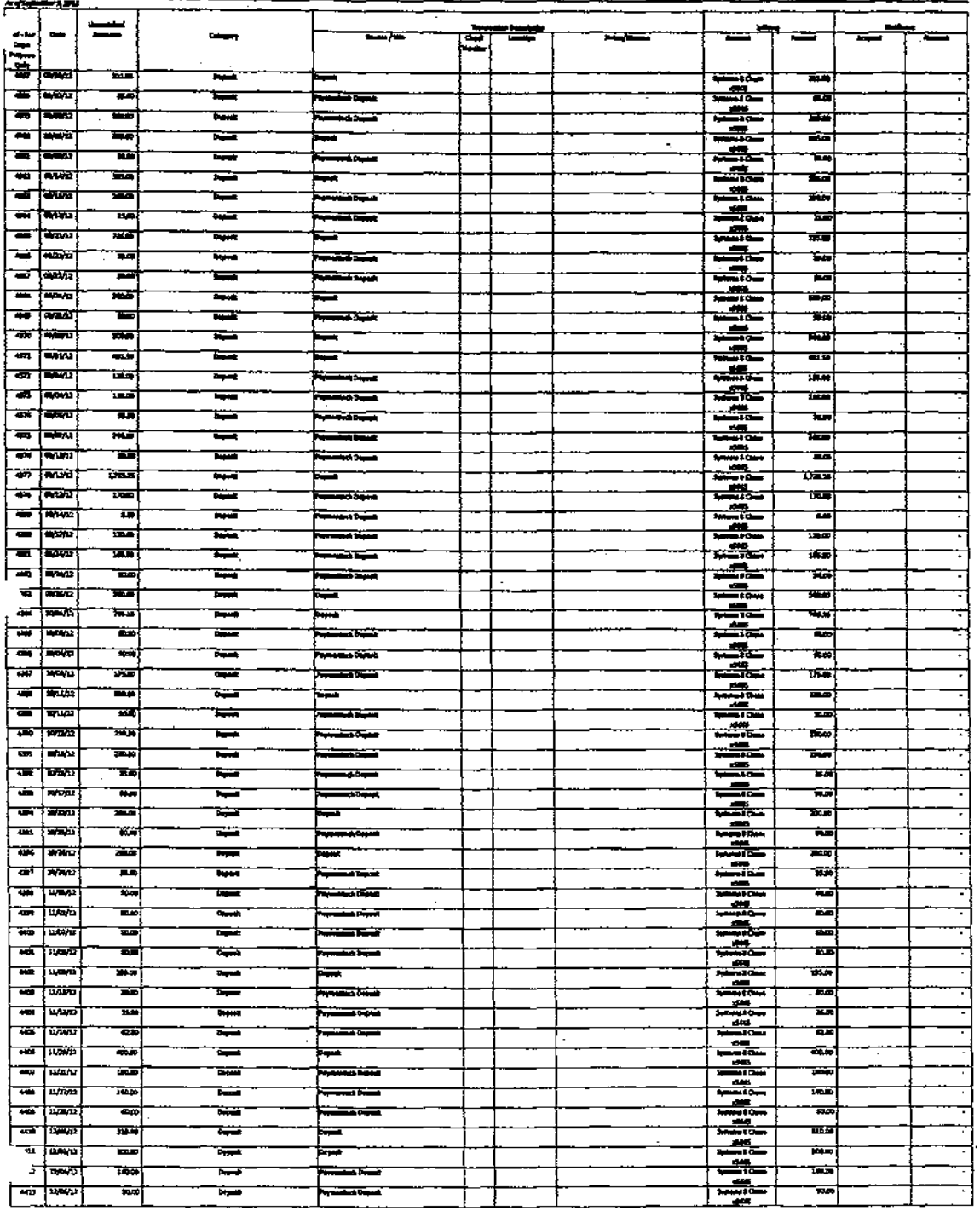

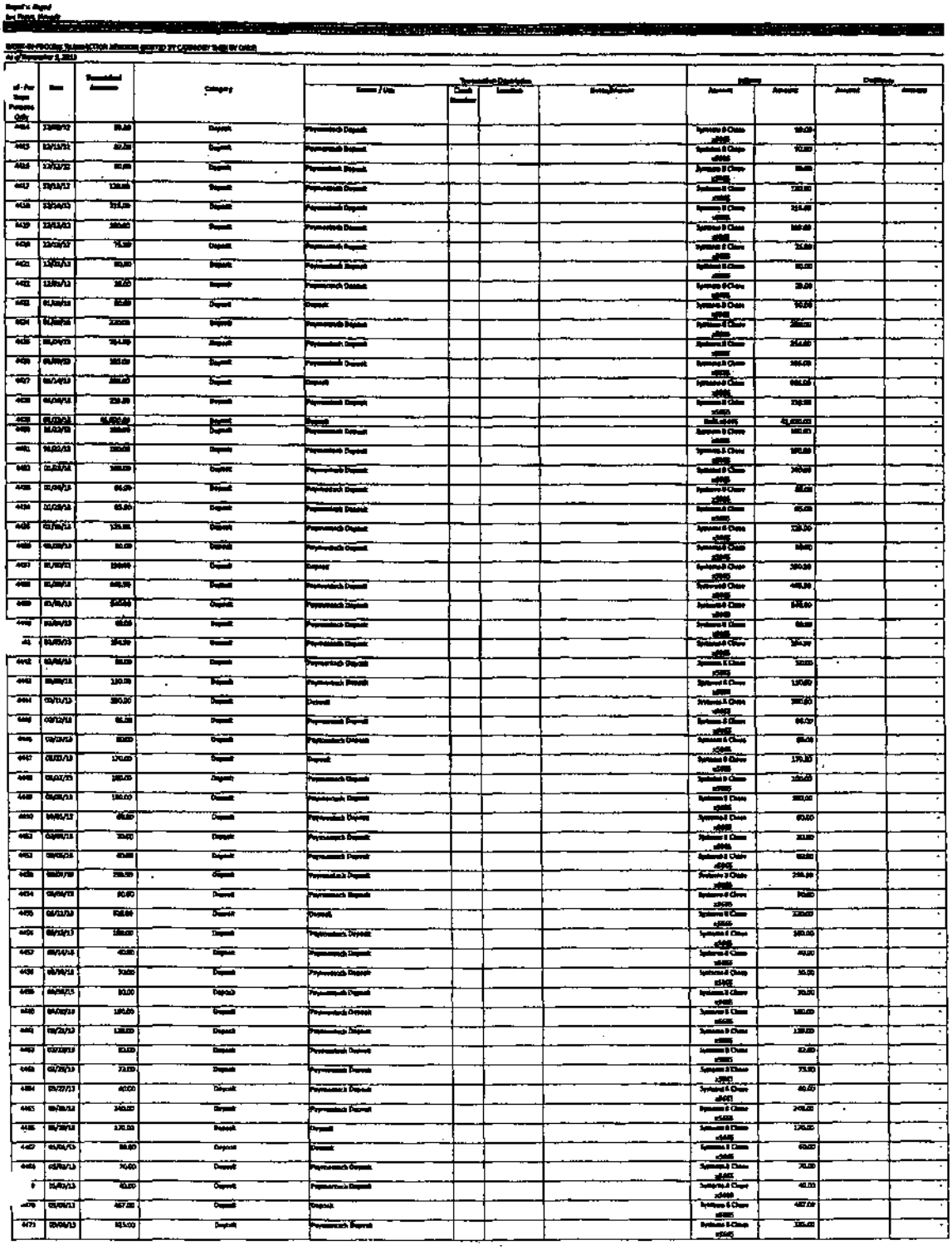

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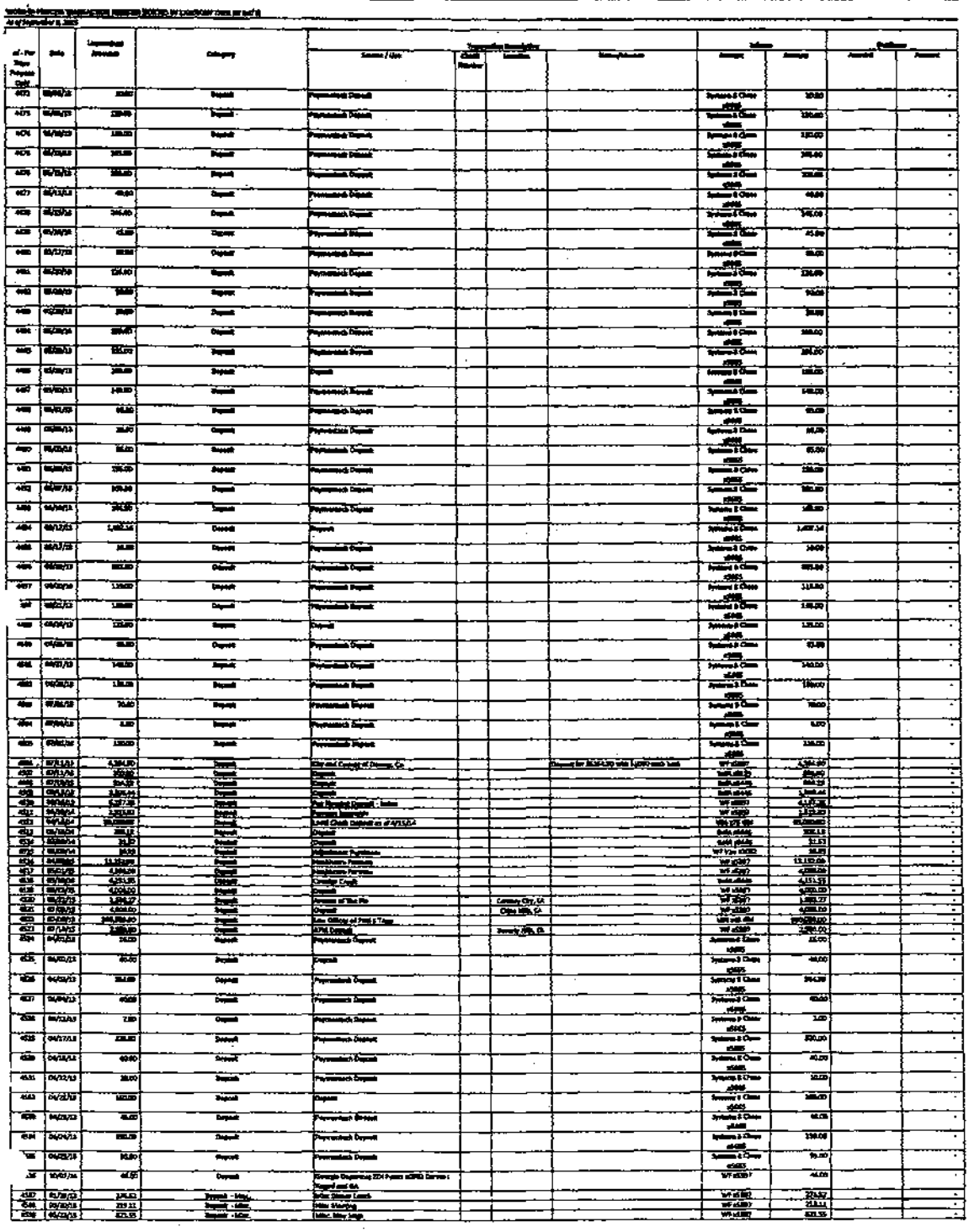

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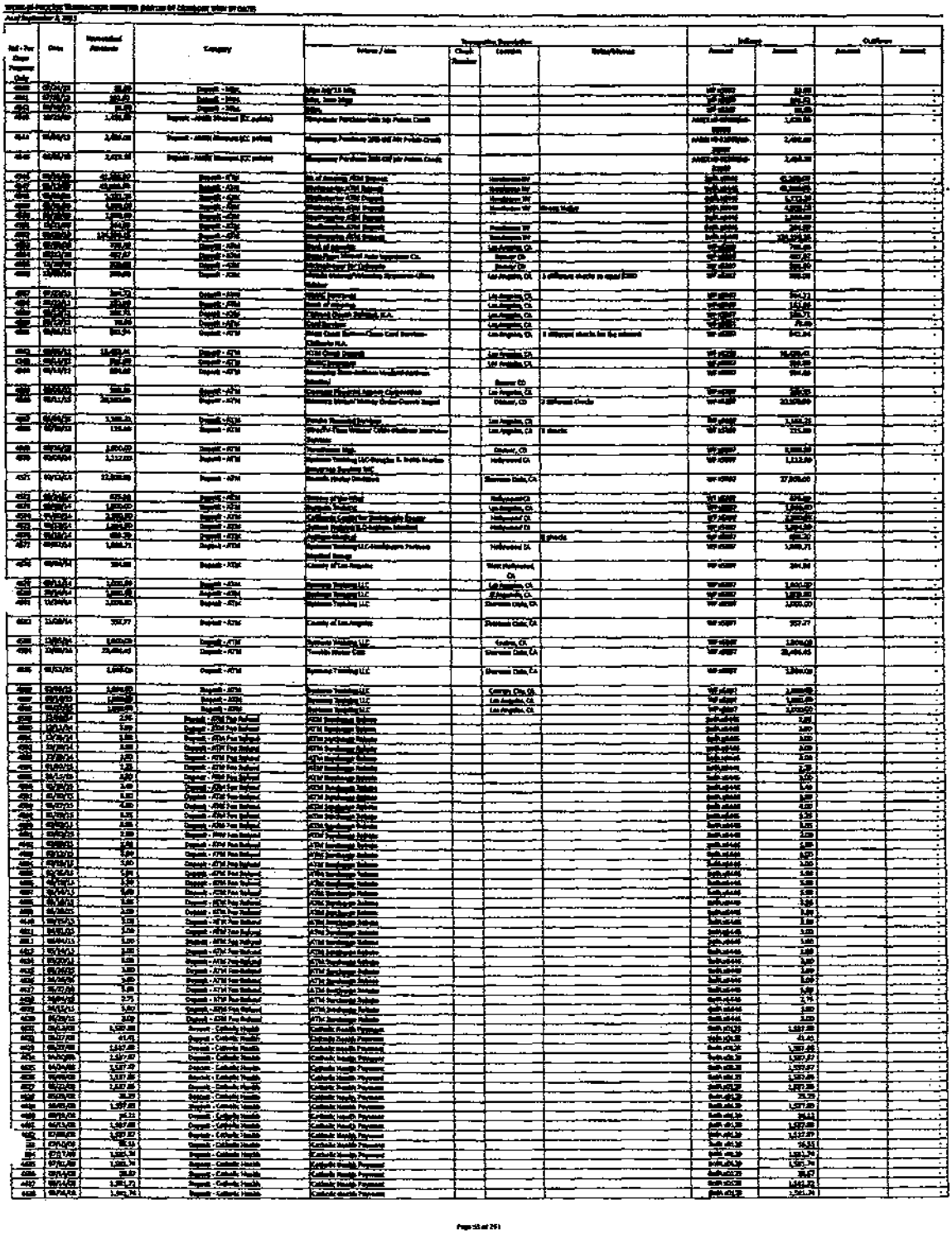

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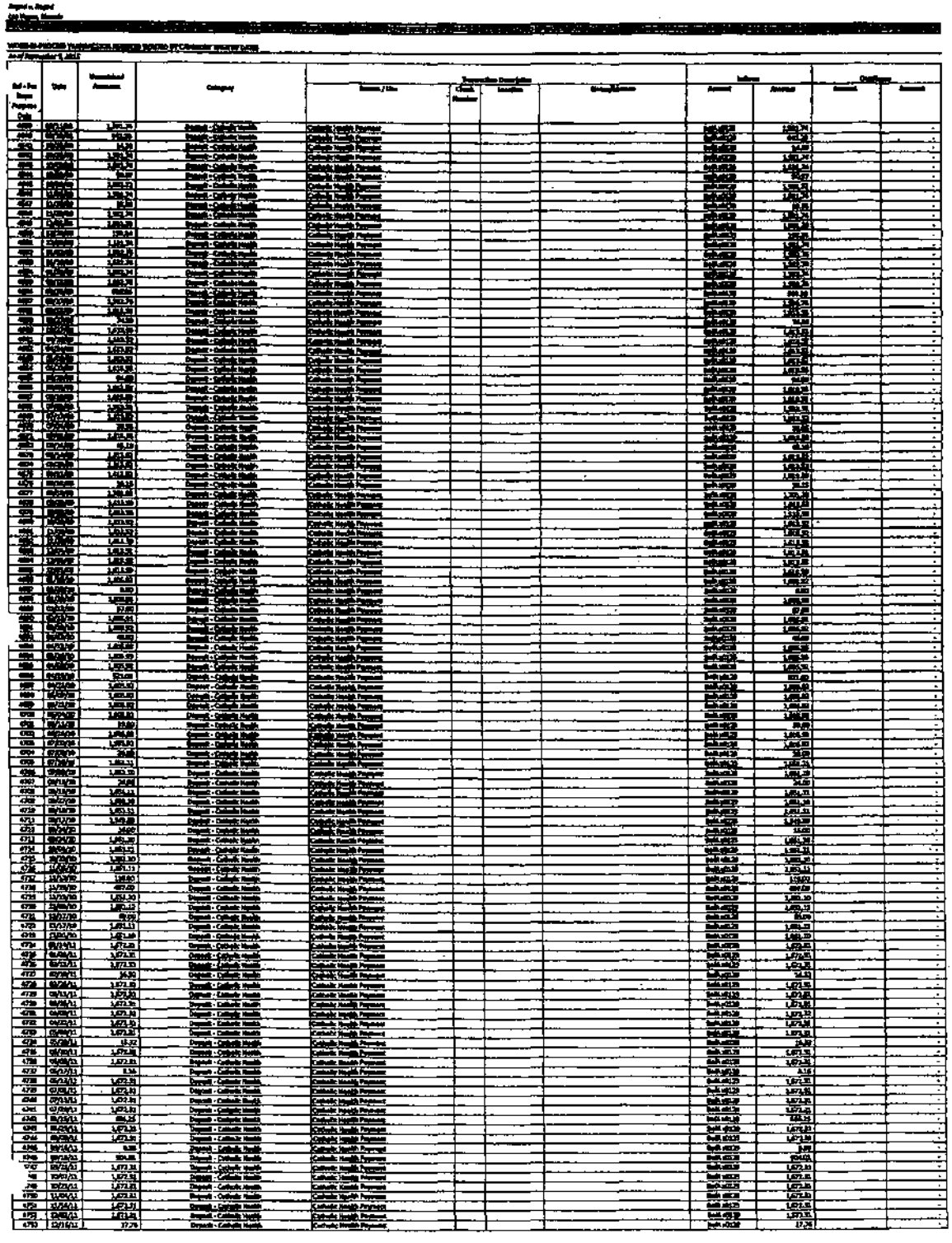

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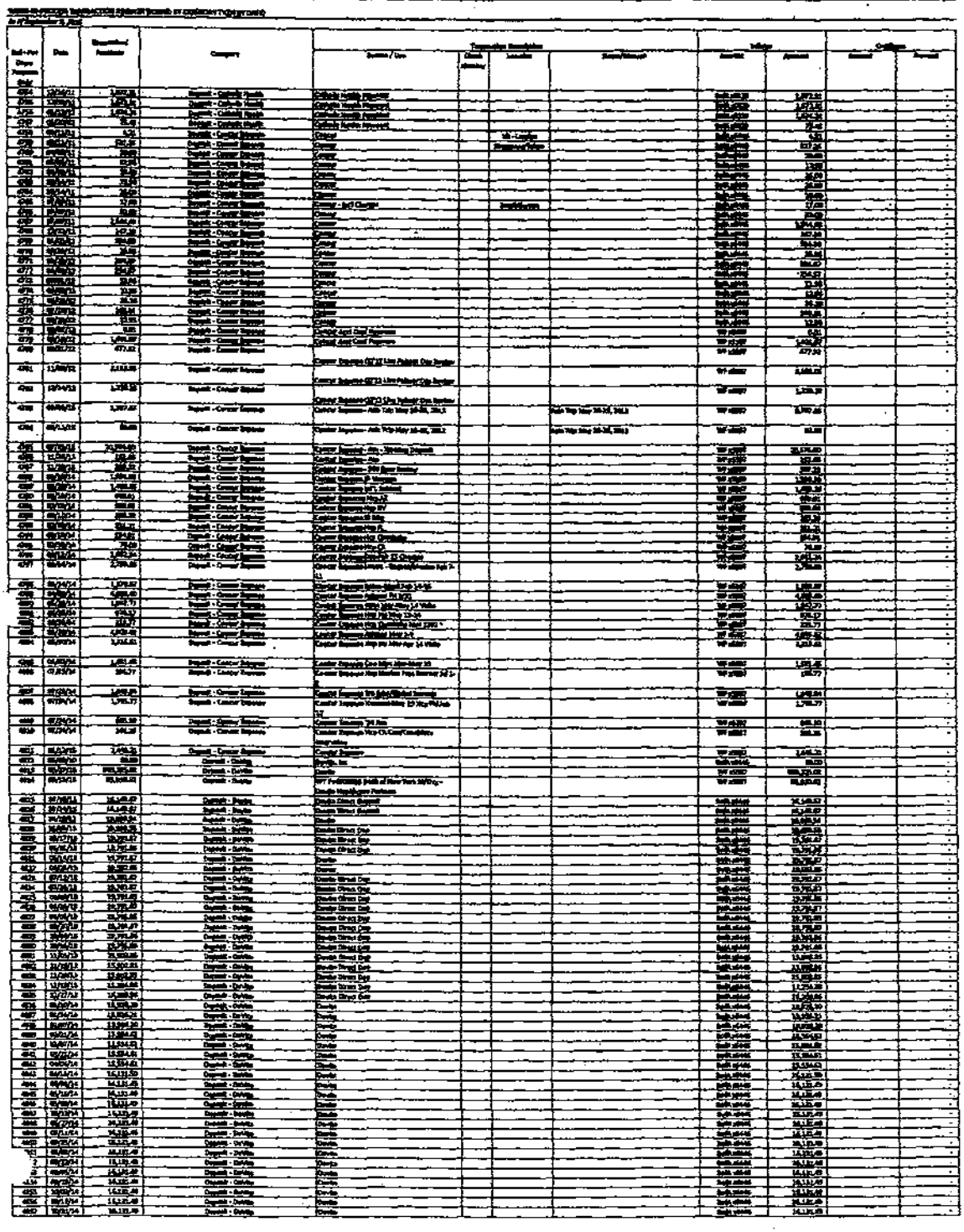

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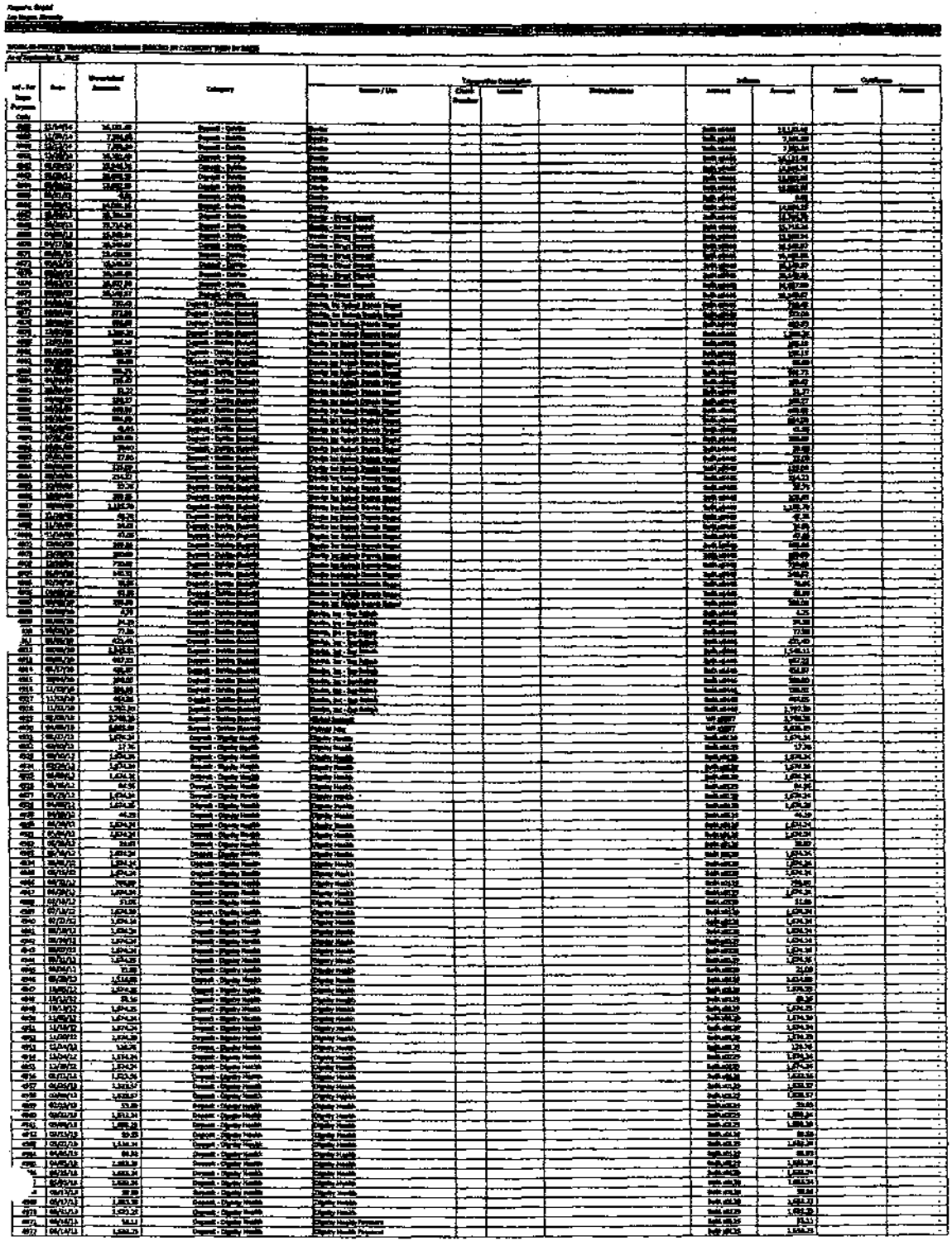

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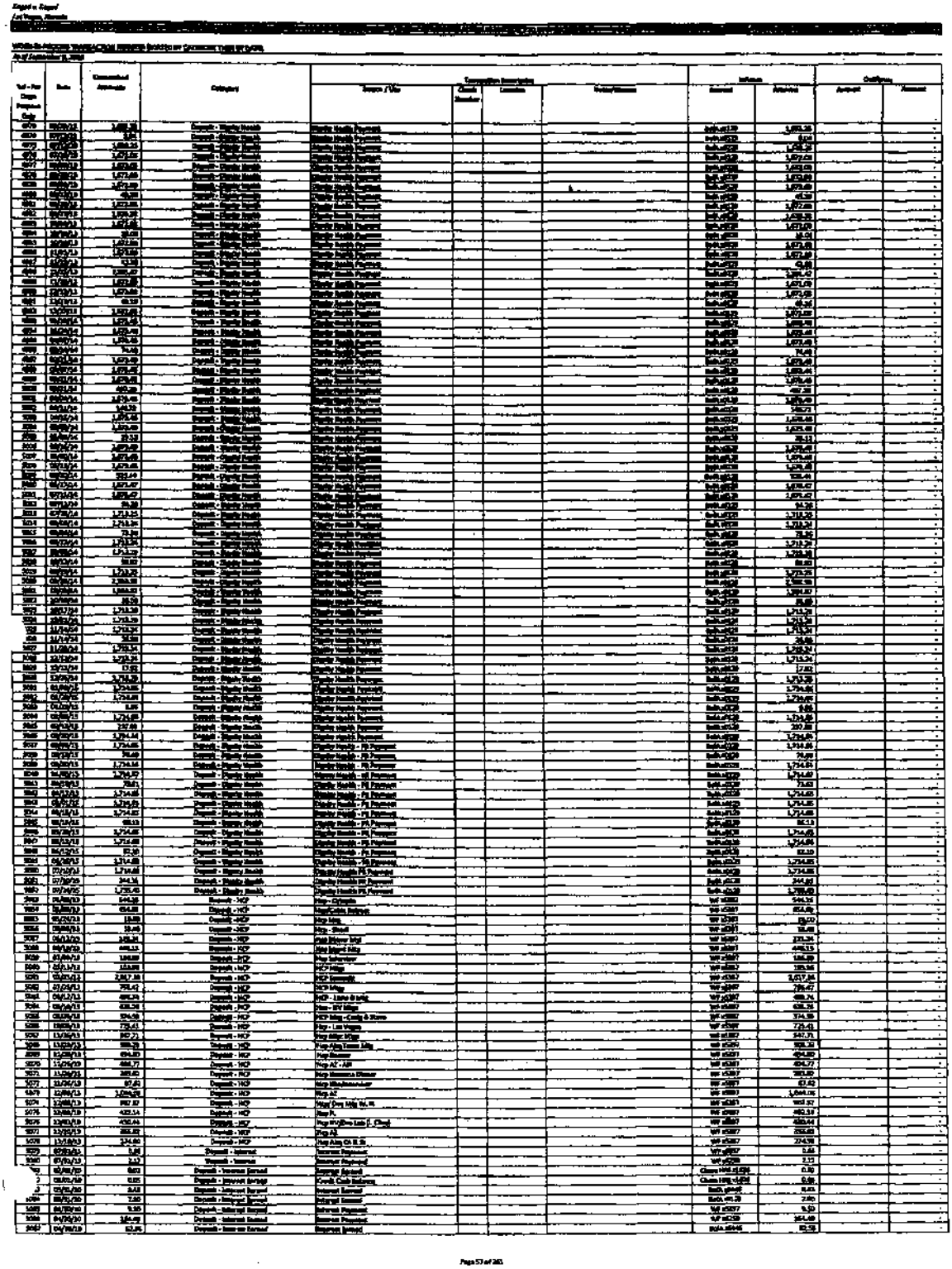

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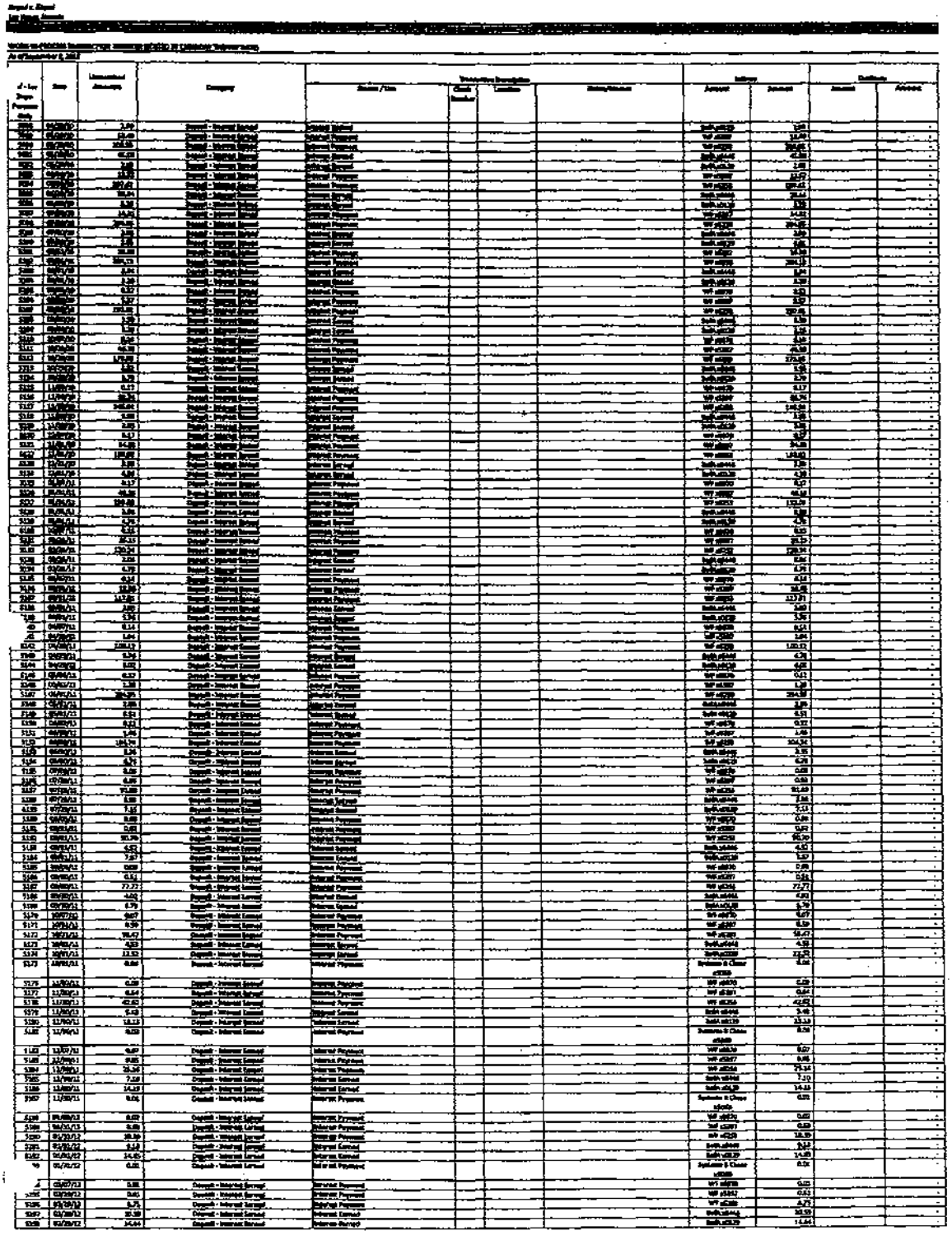

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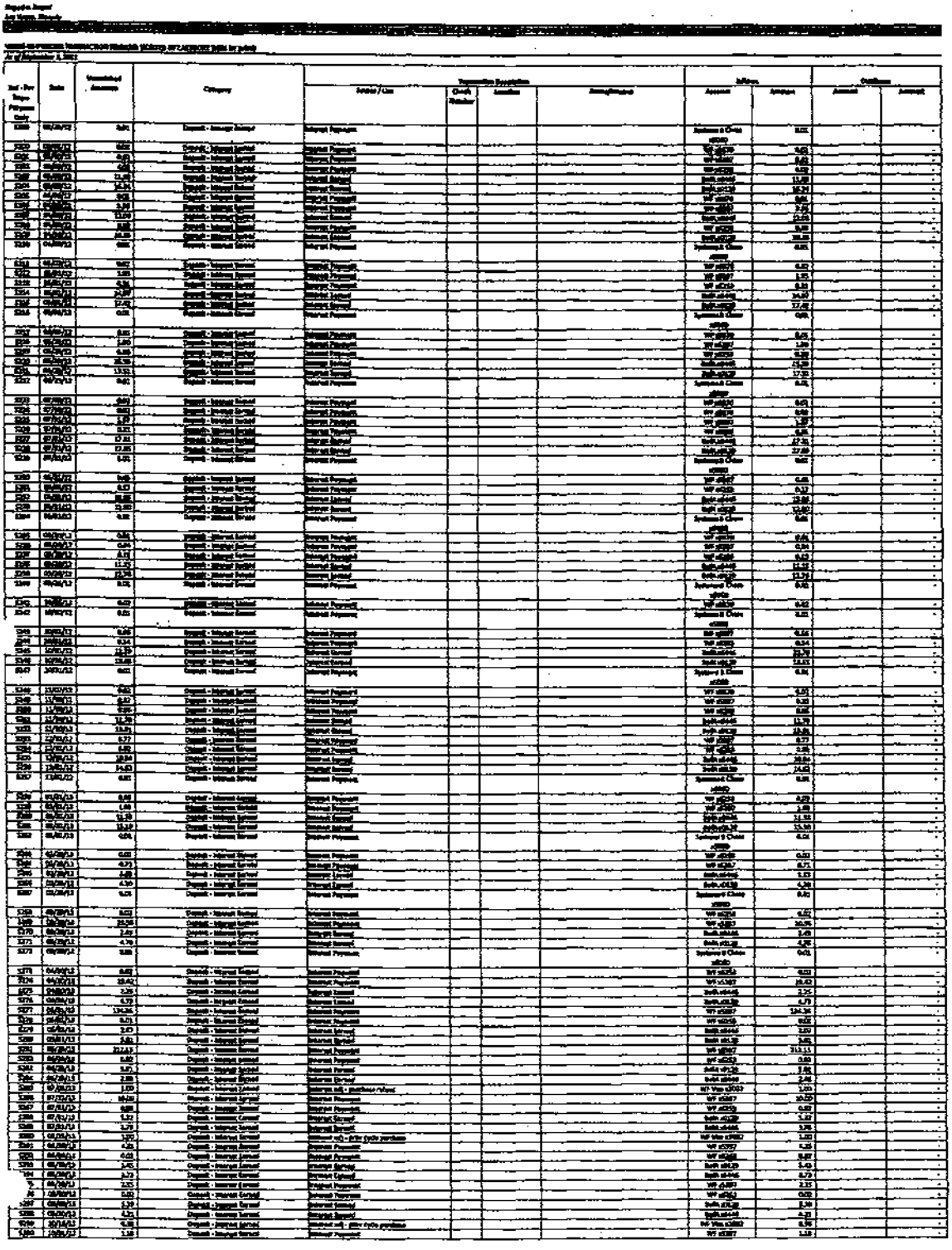

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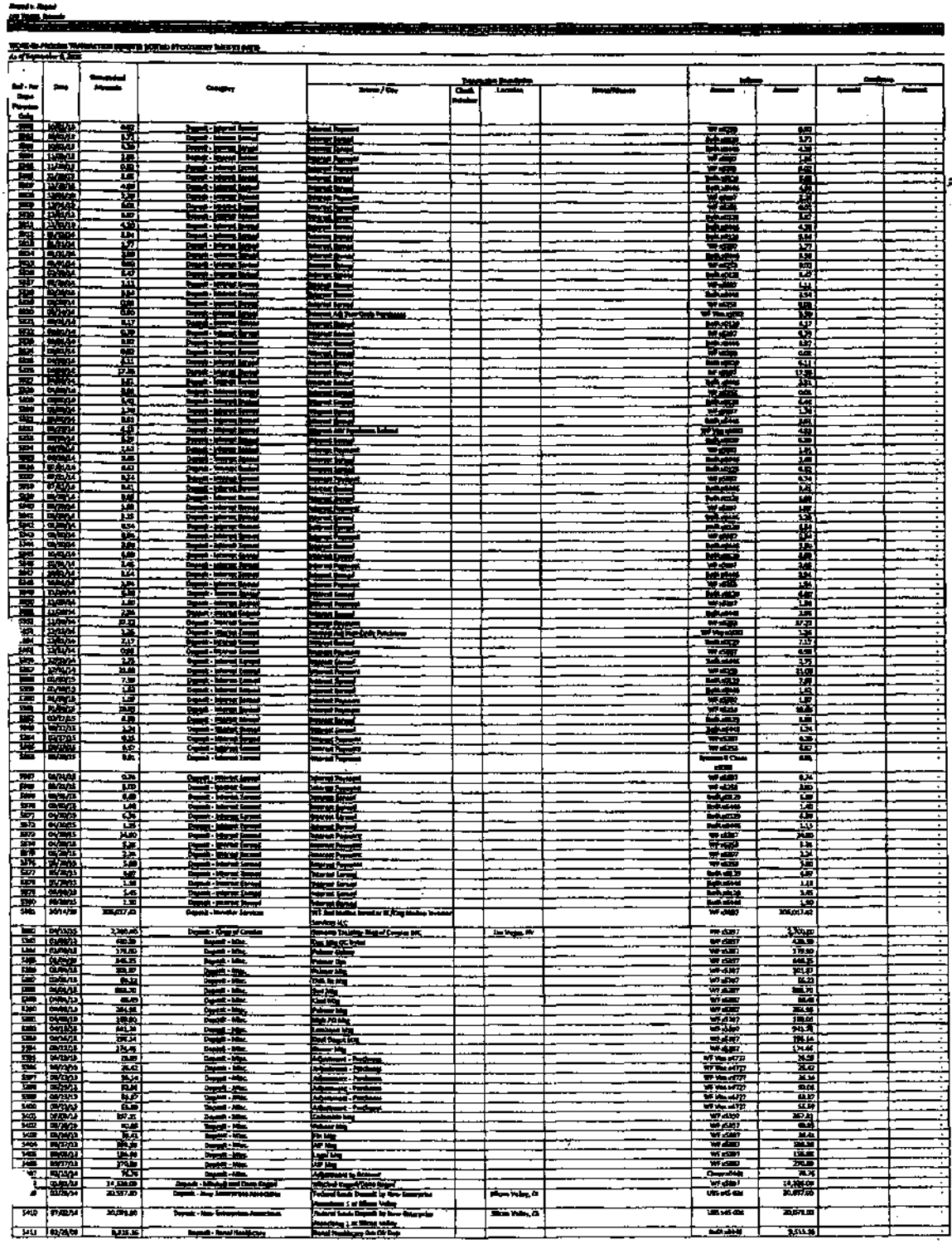

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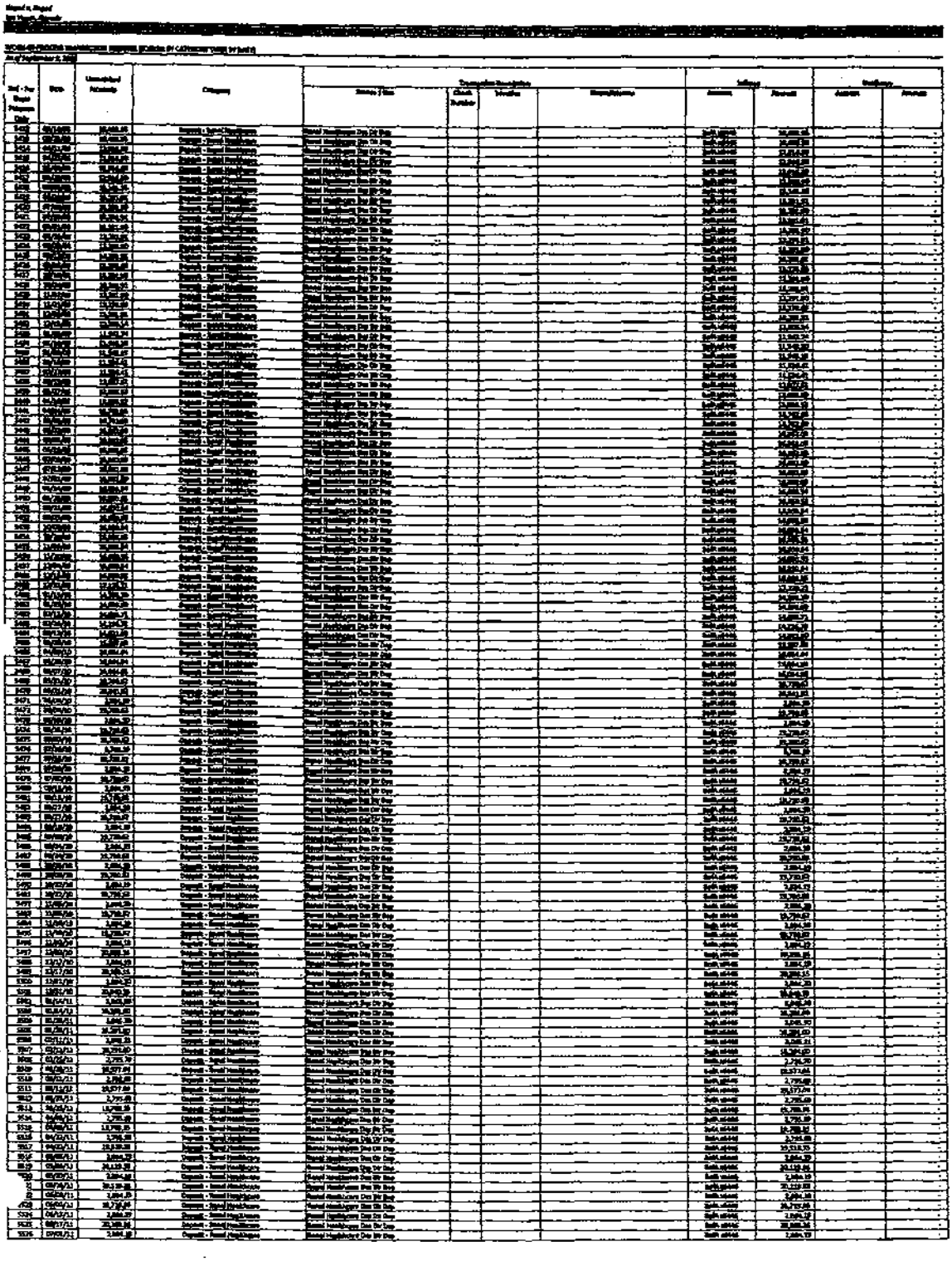

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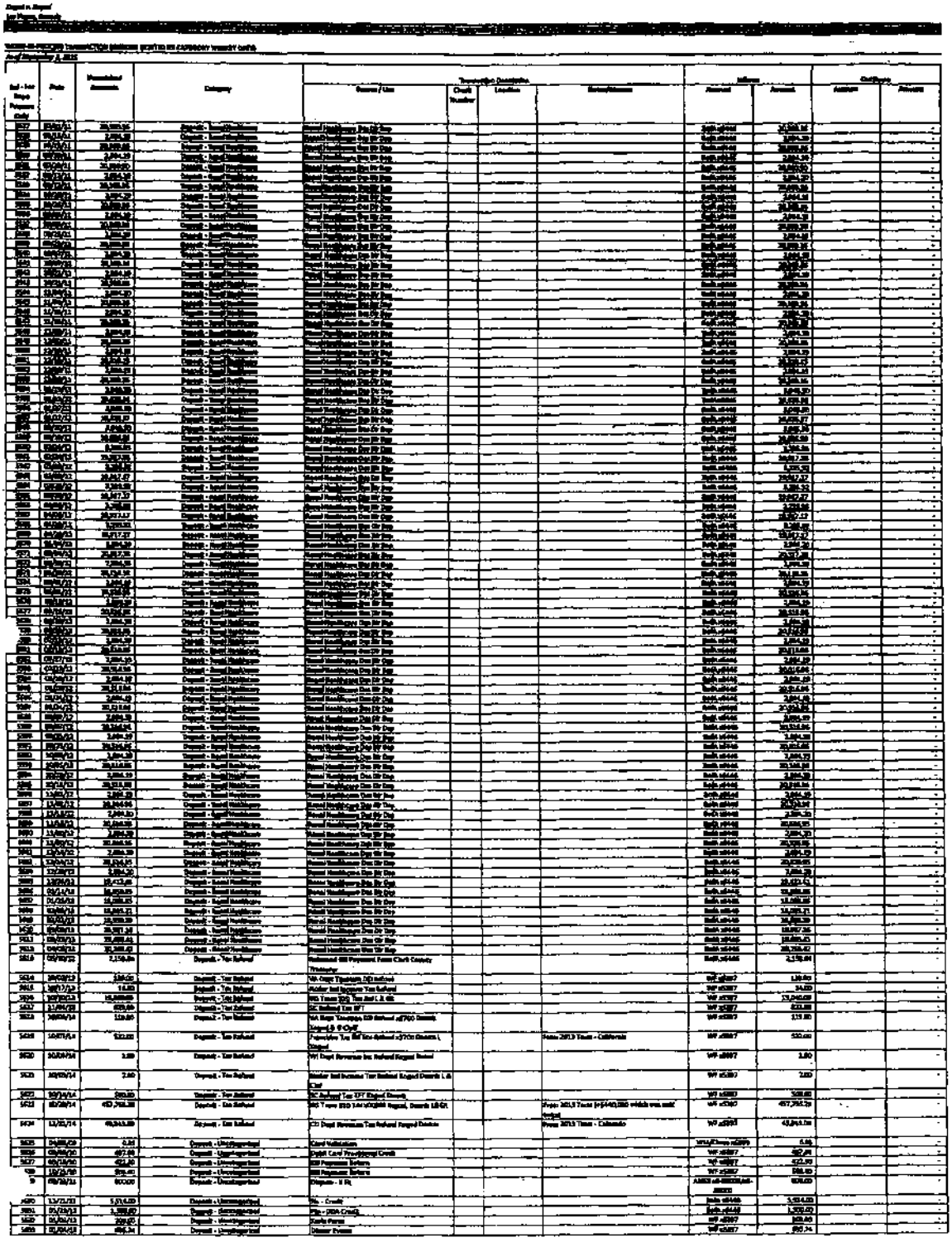

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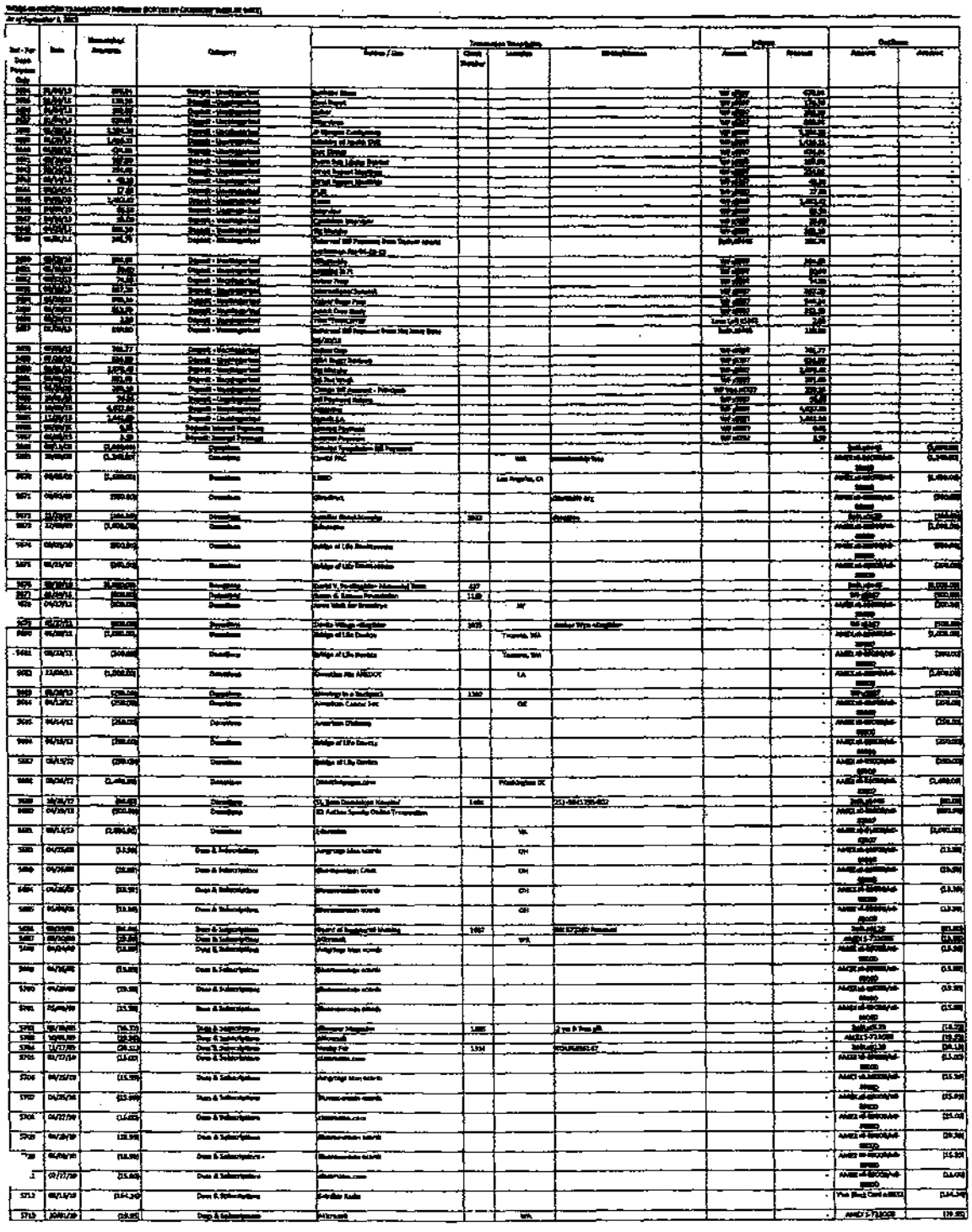

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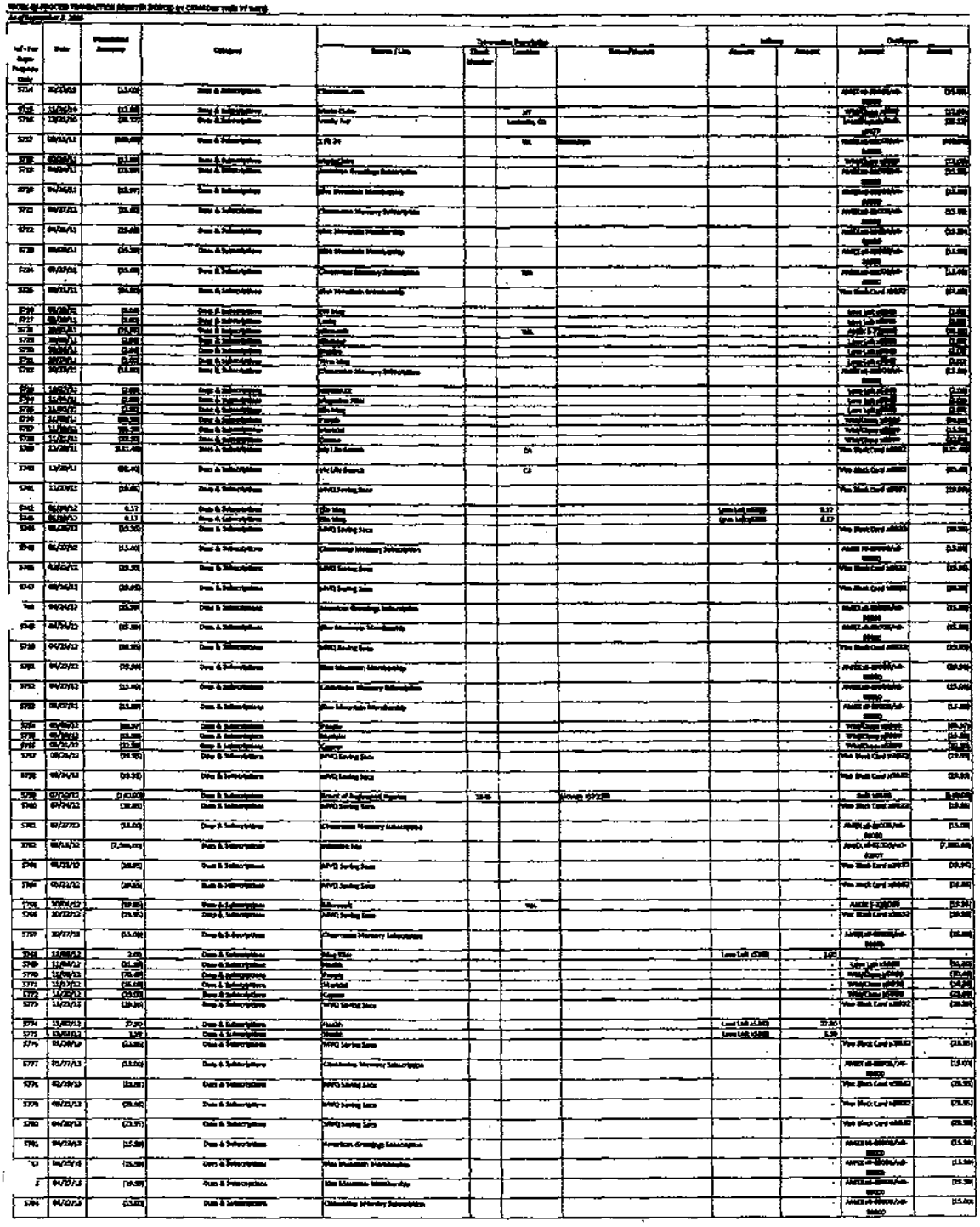

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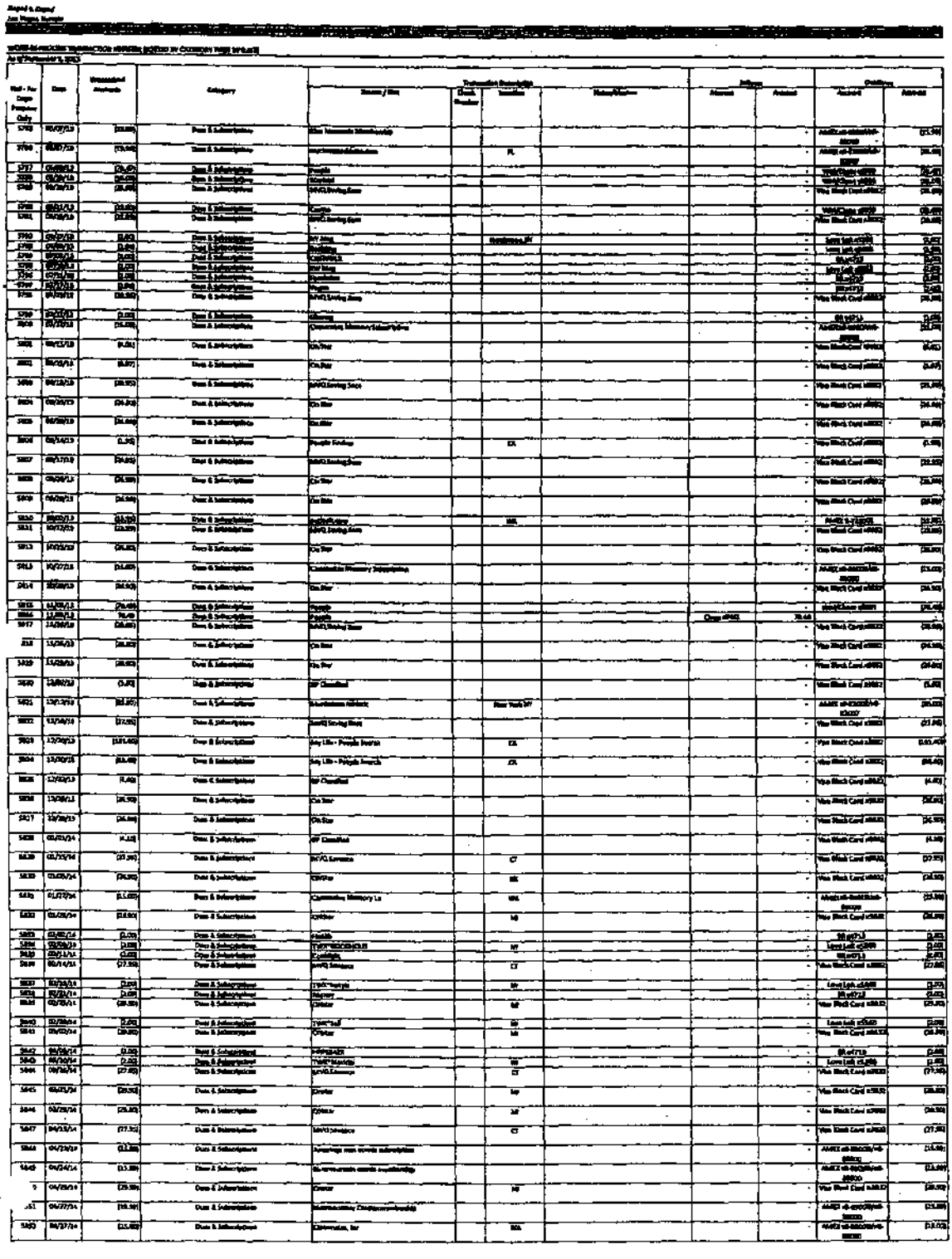

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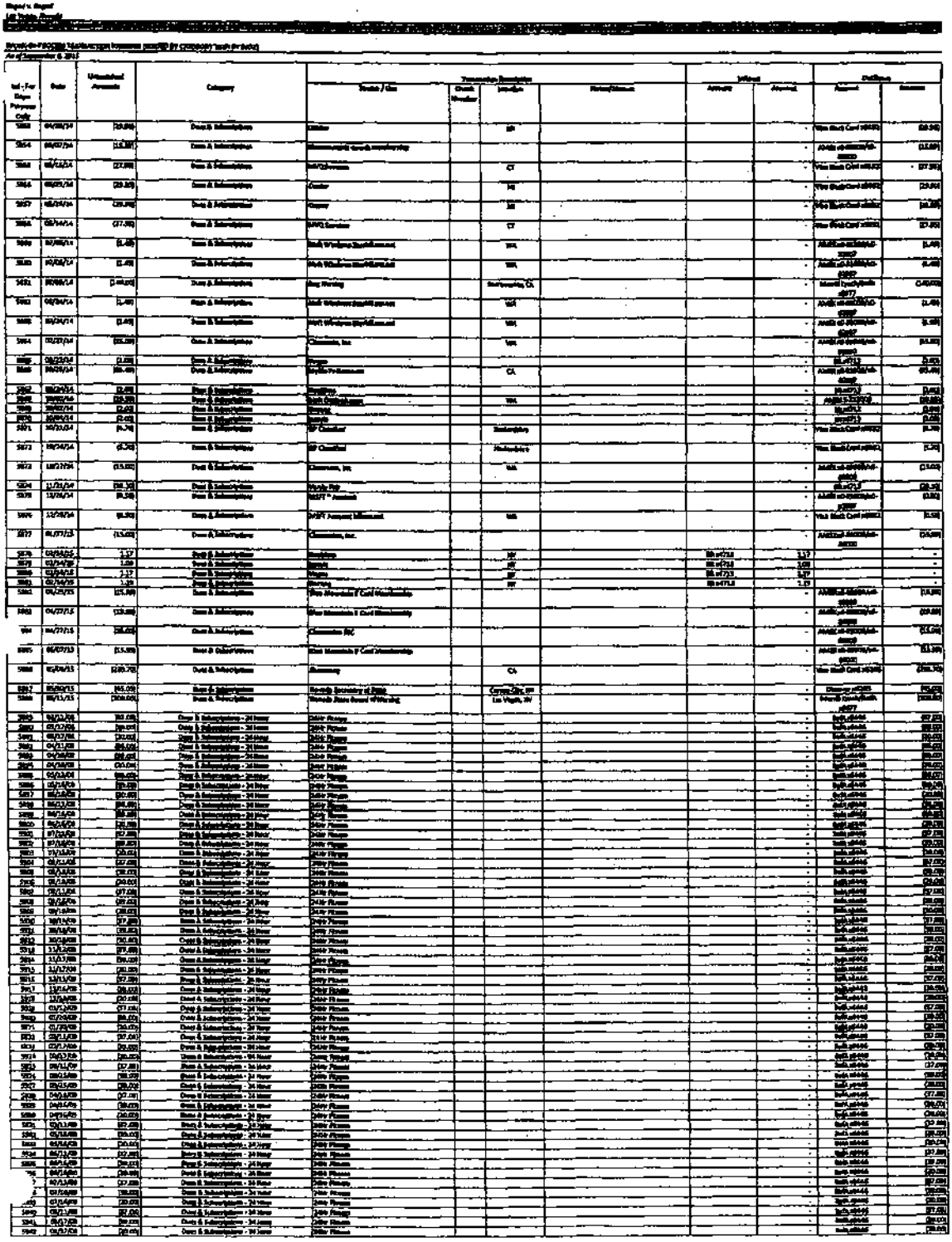

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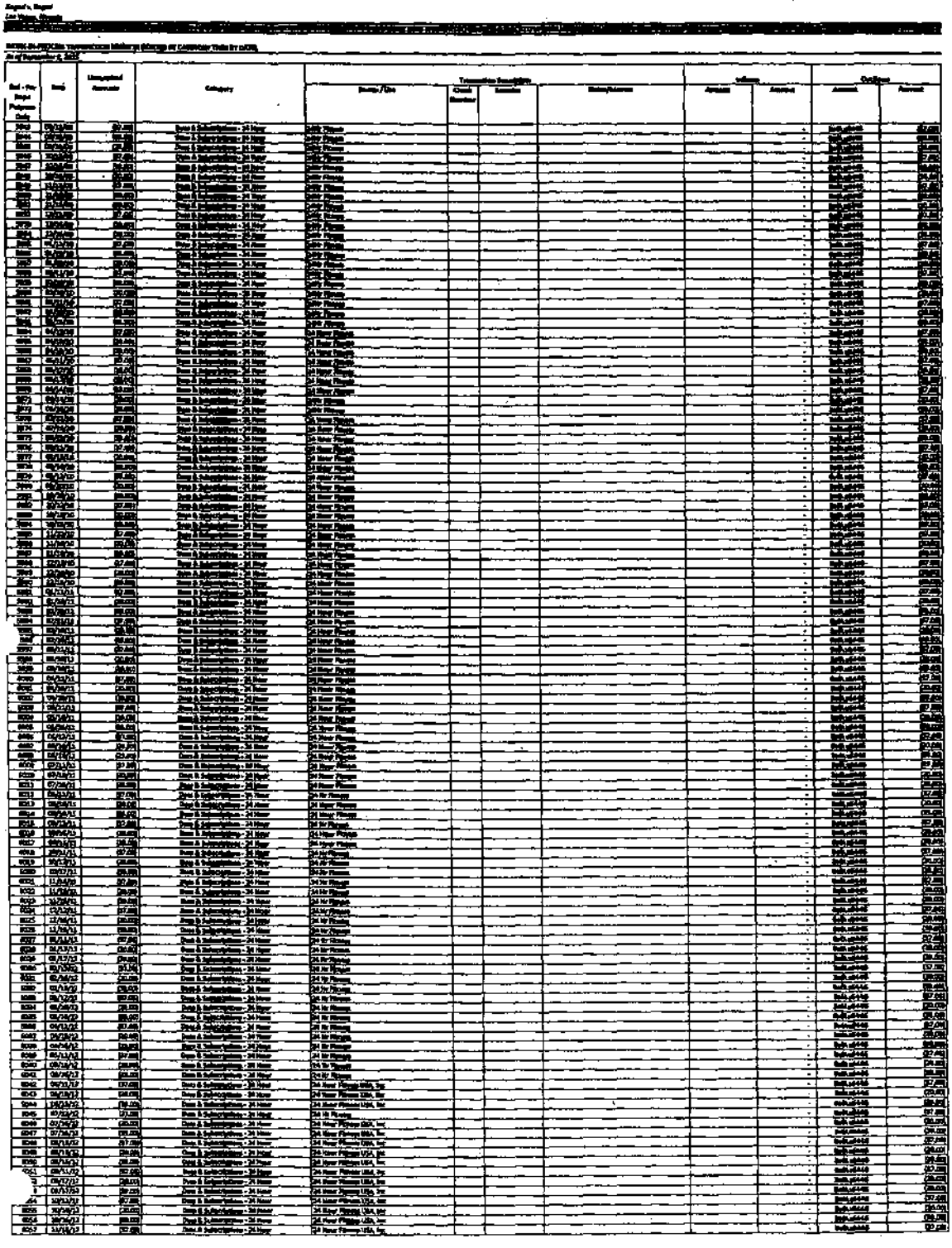

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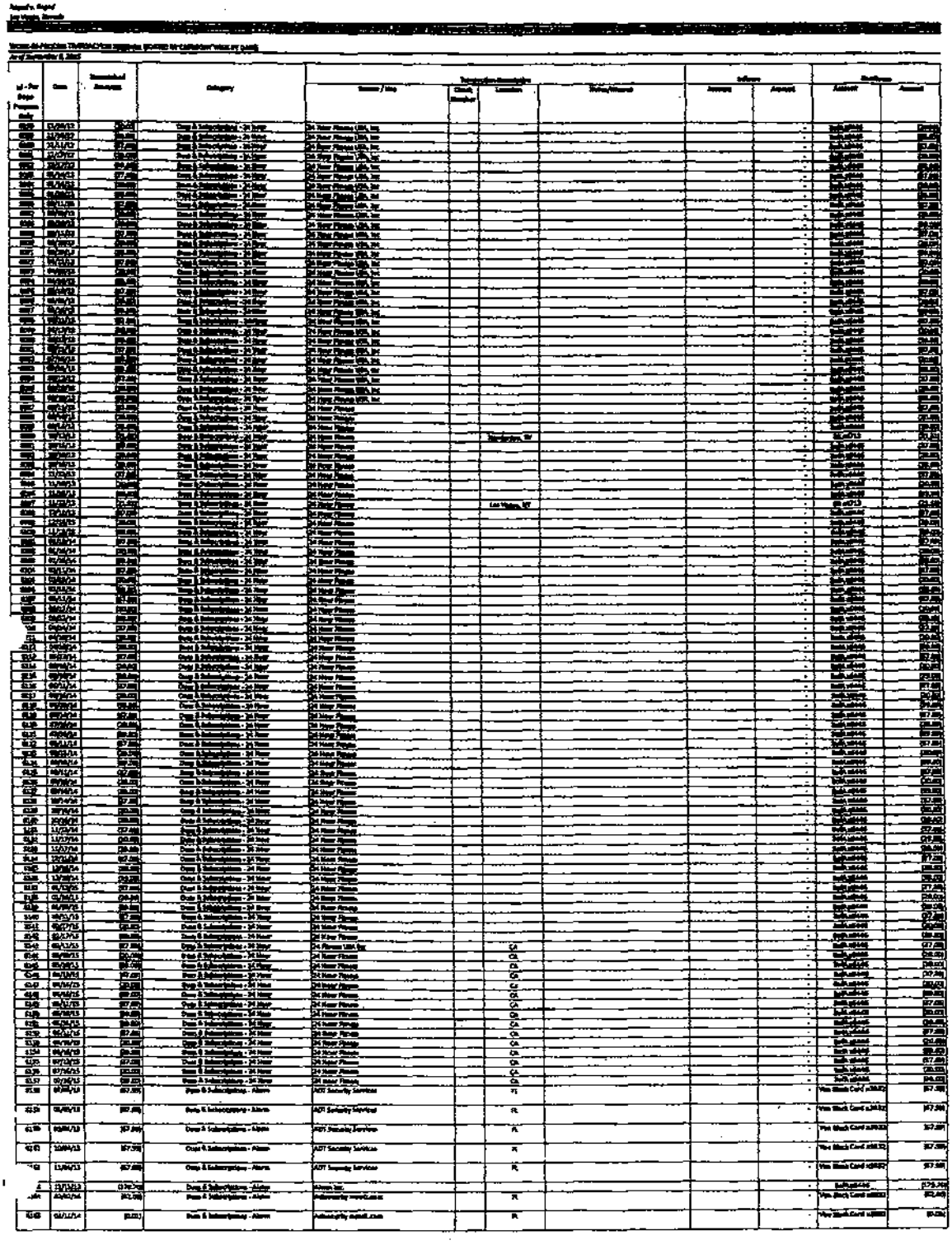

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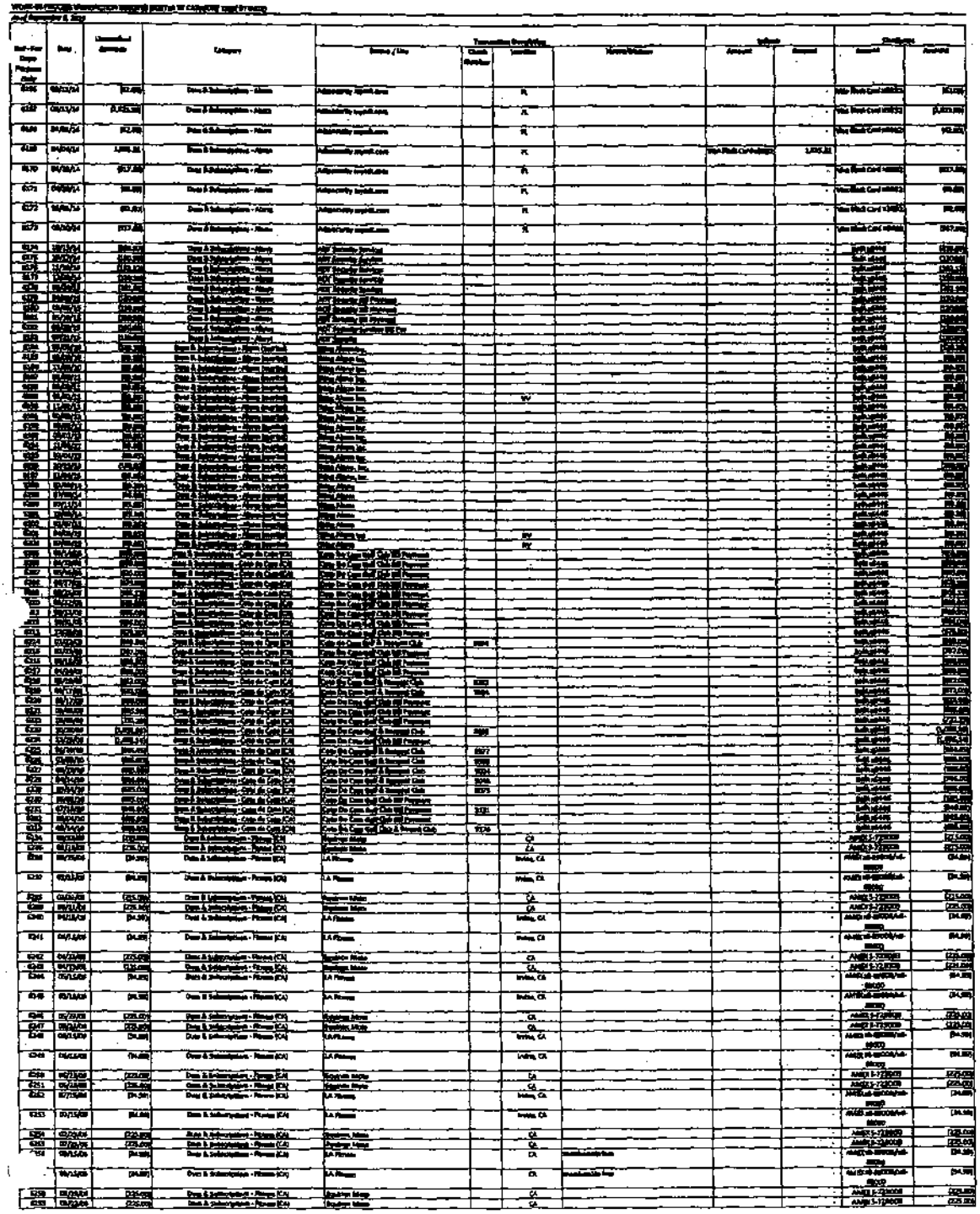

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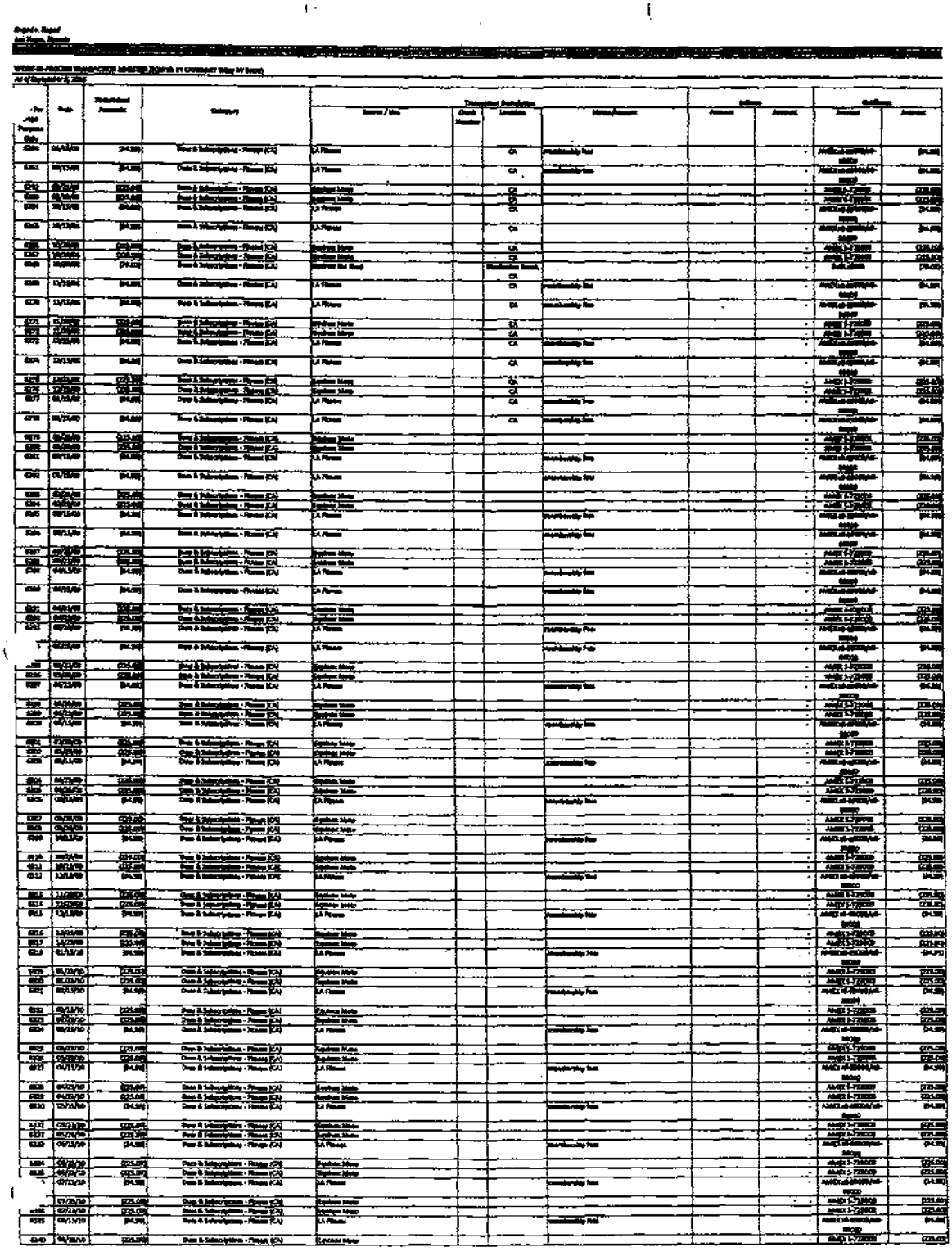

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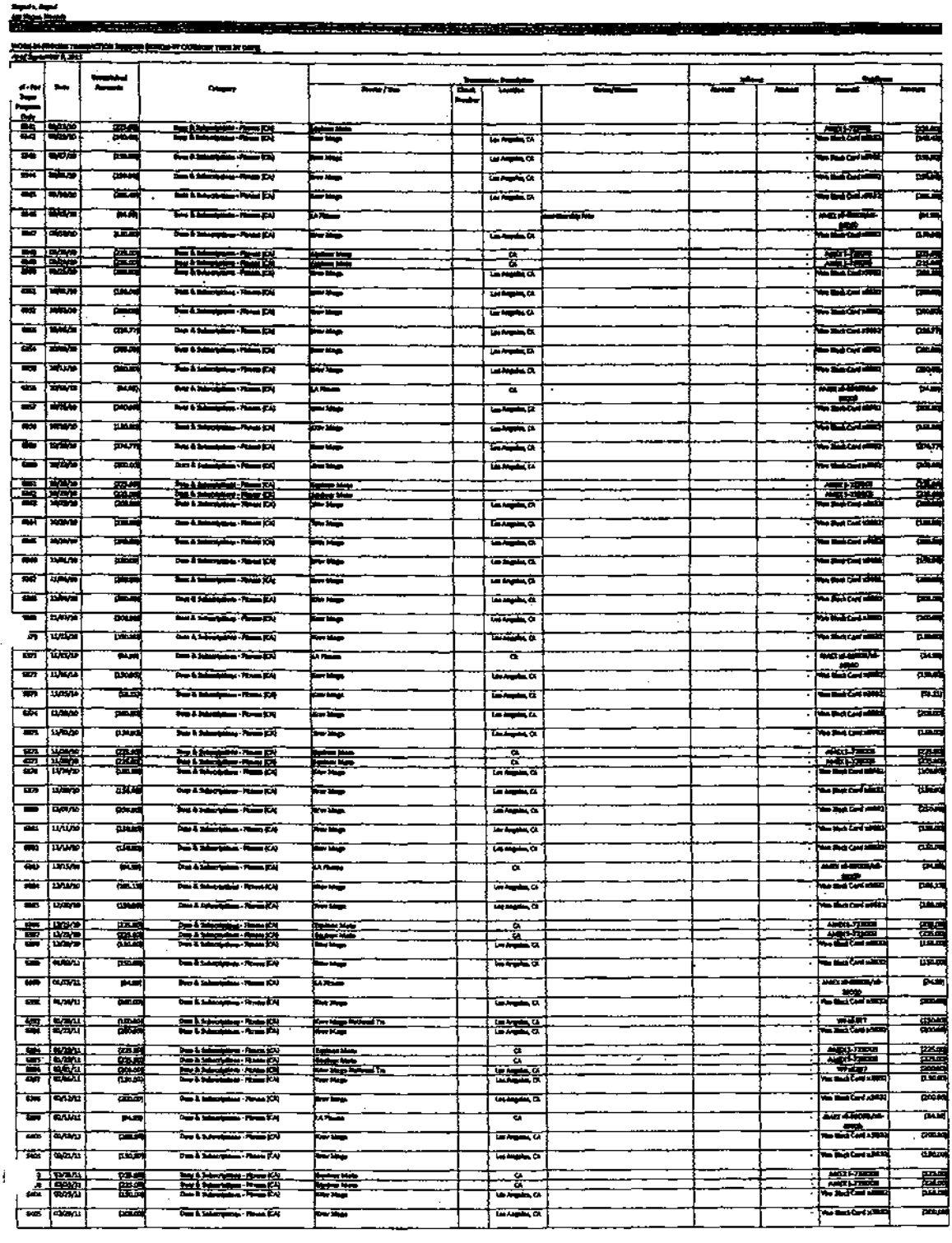

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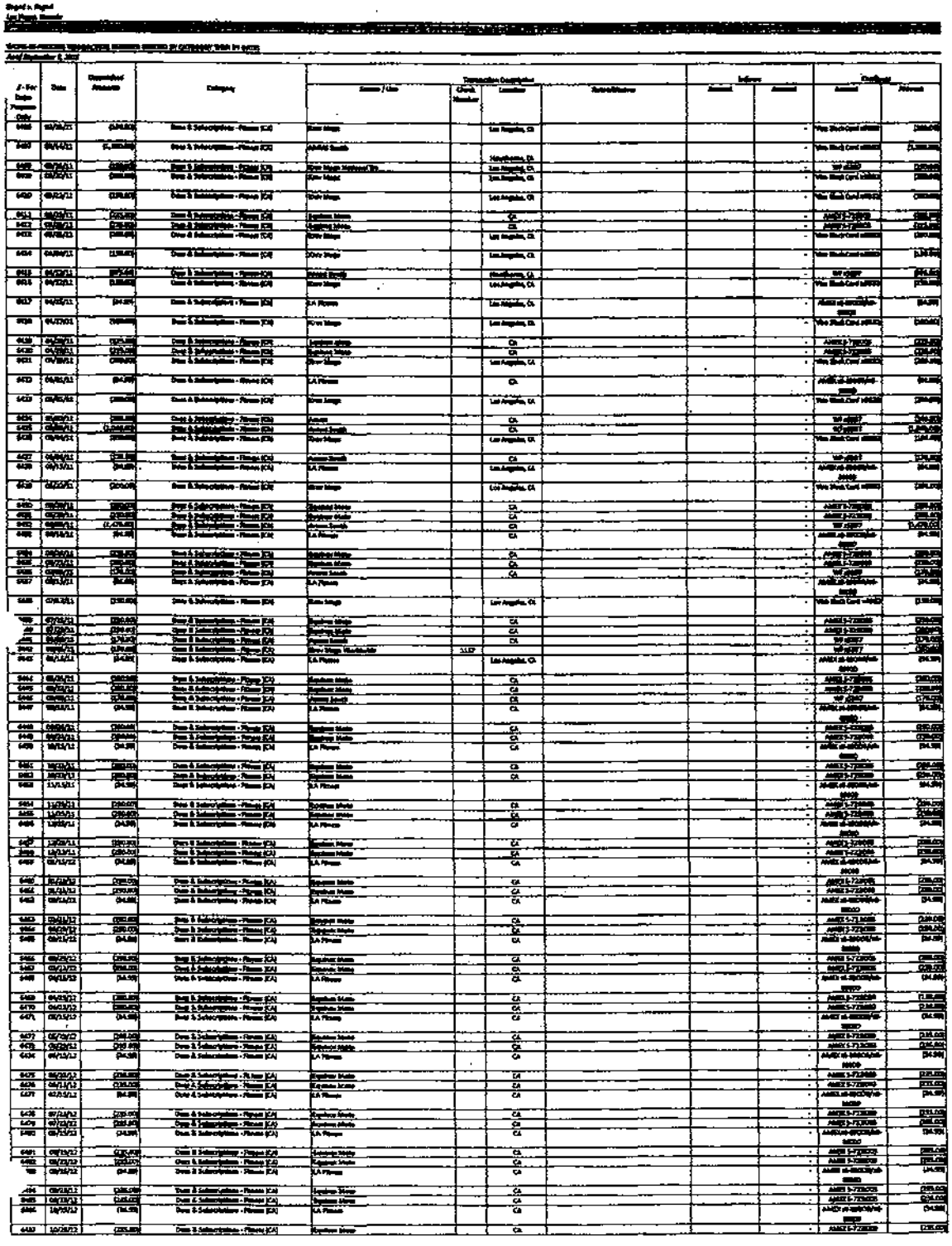

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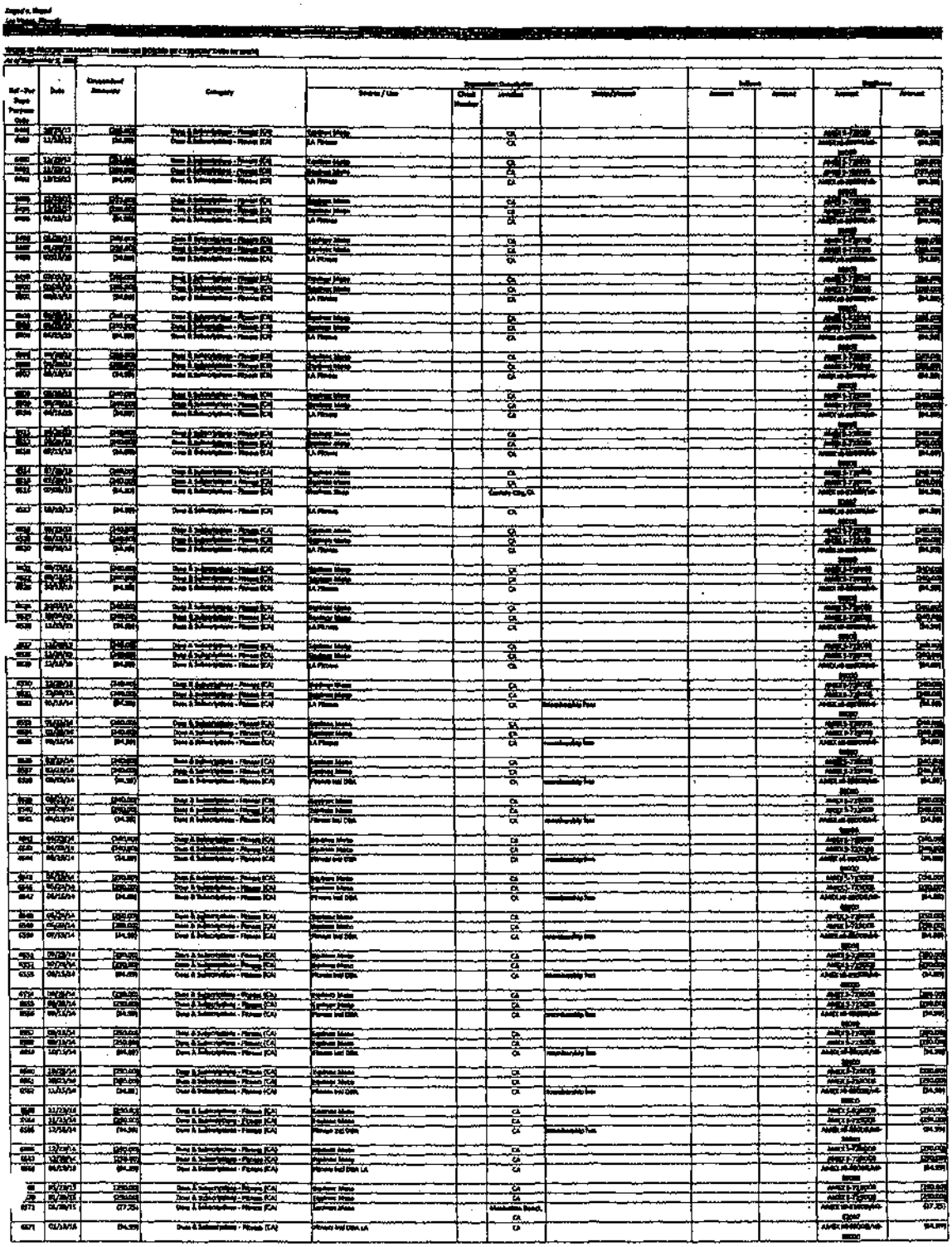

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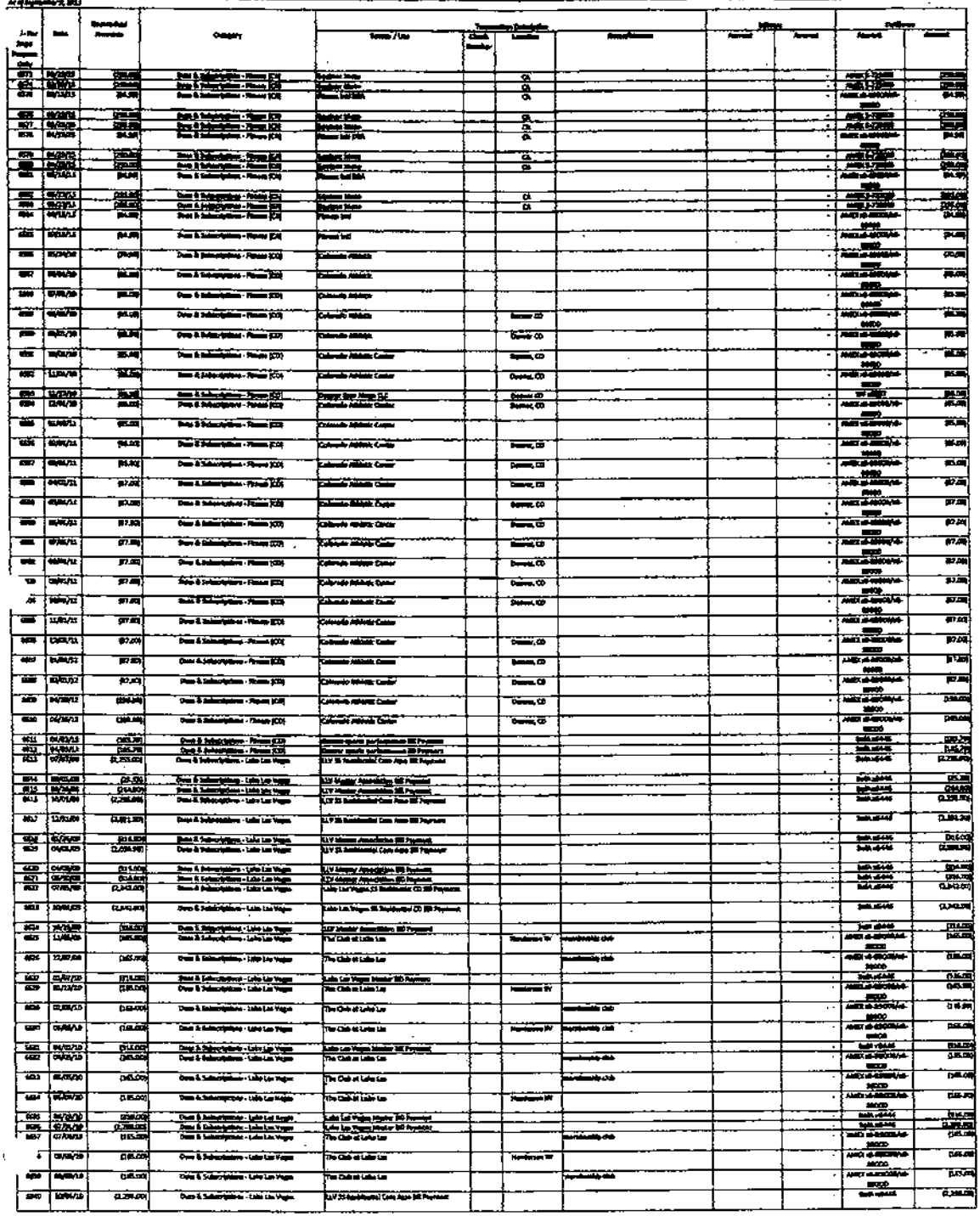

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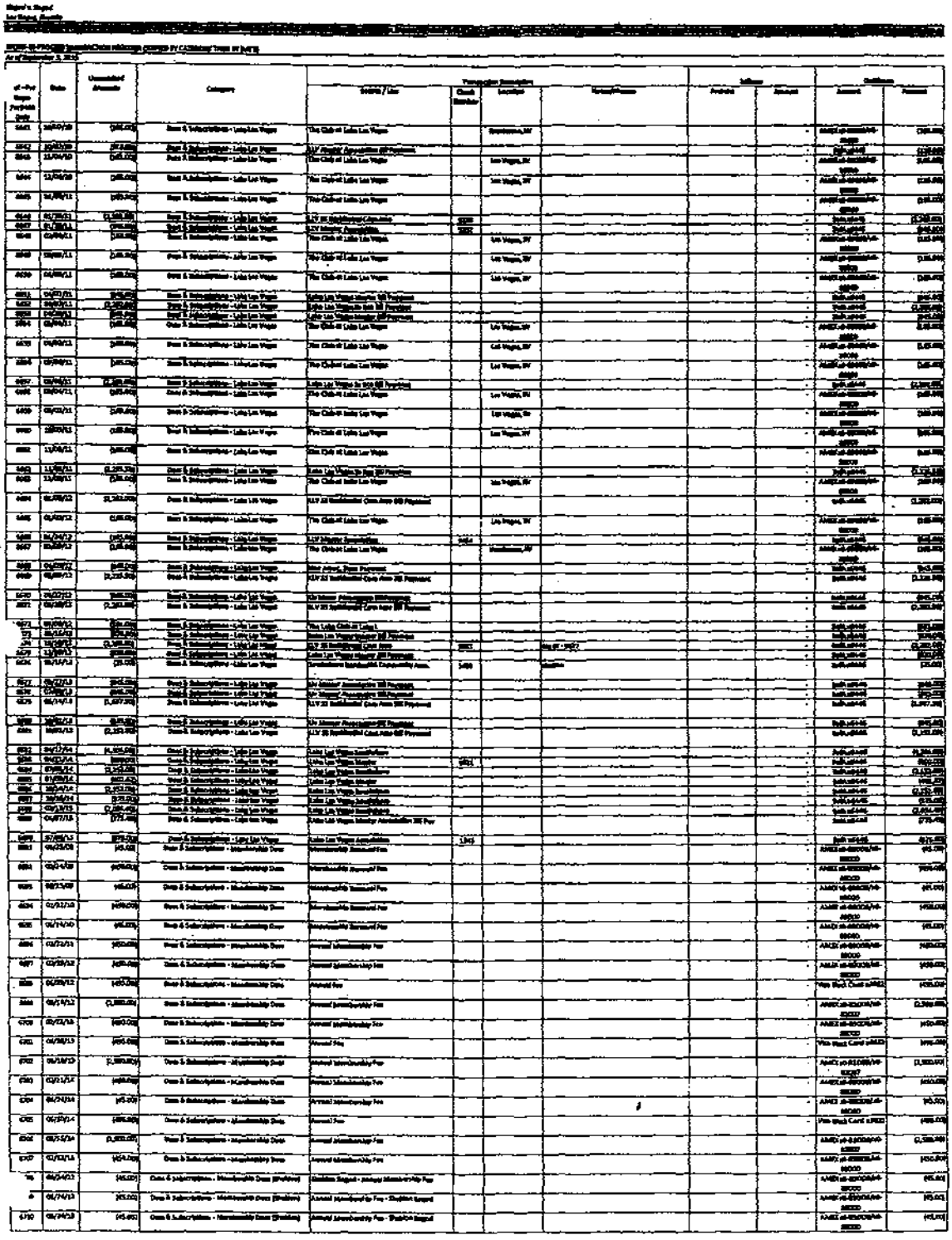

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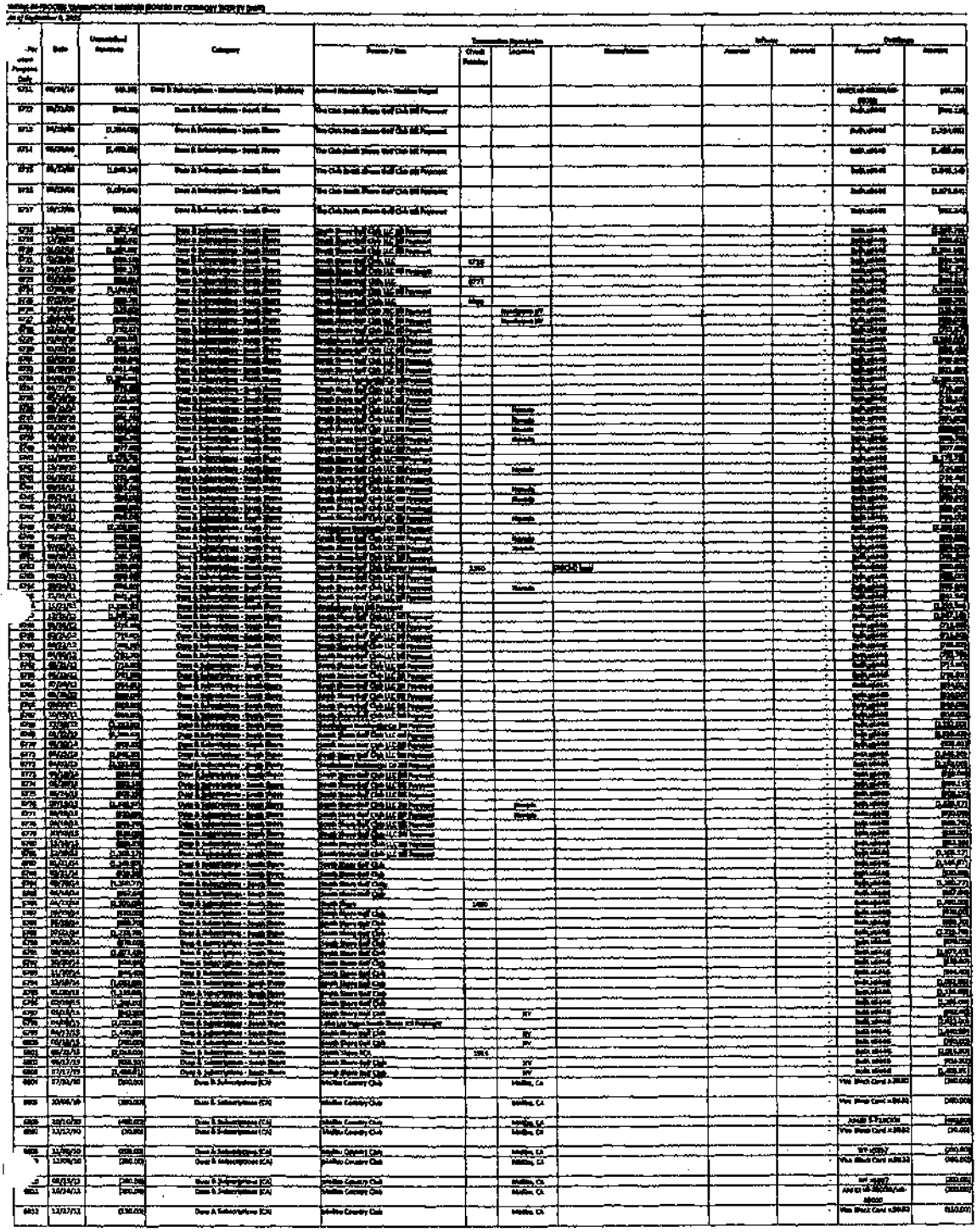

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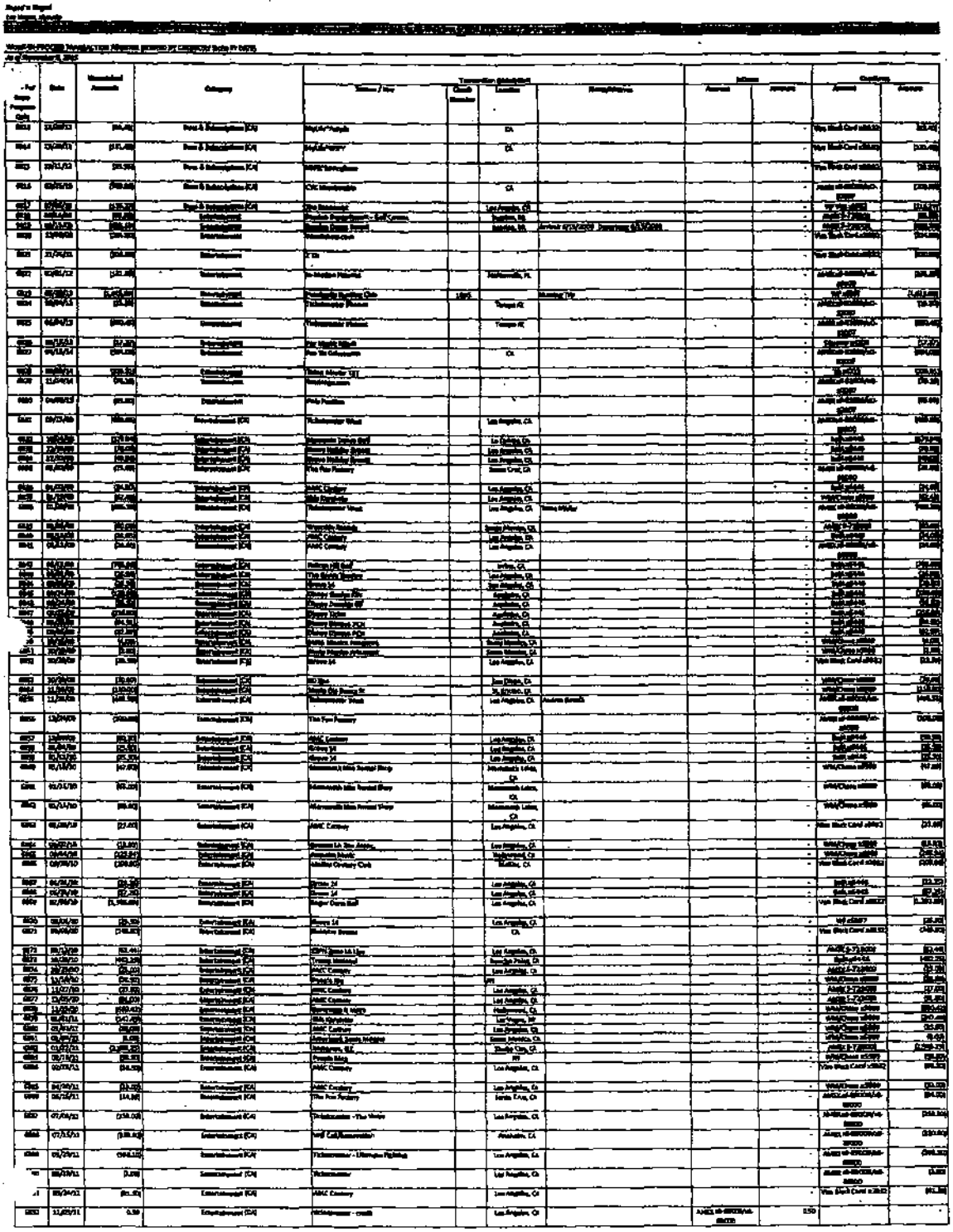

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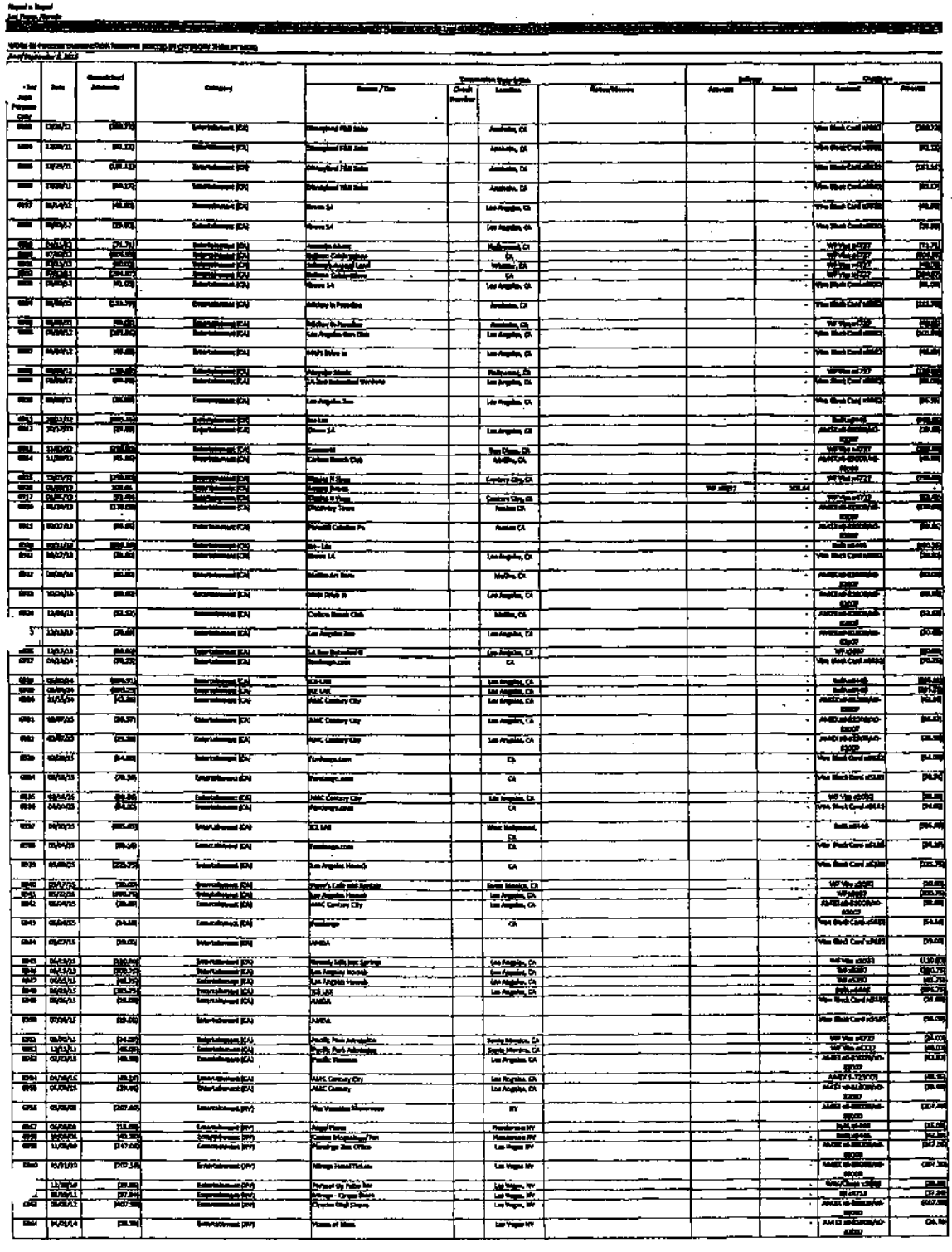

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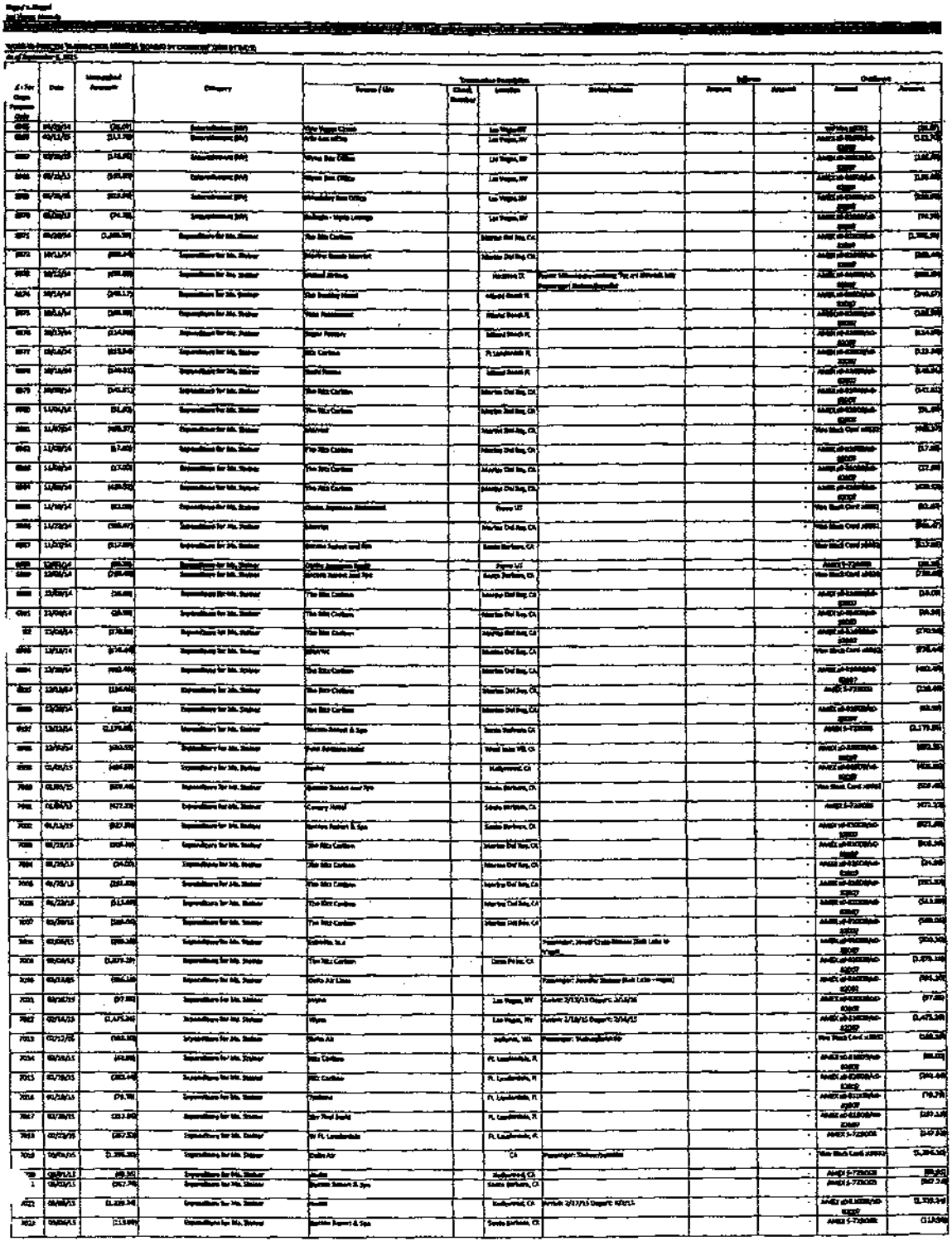


Exhibit 3U.082

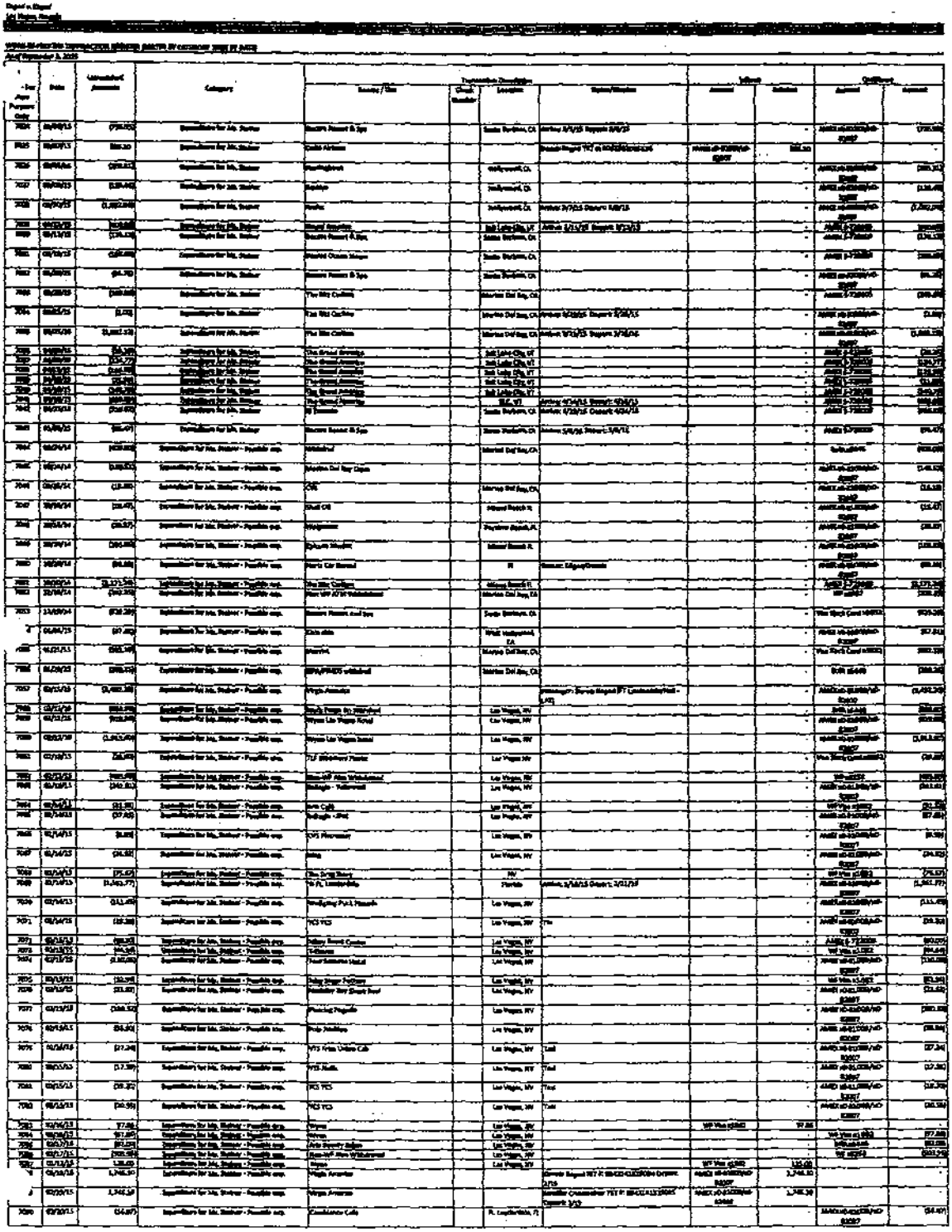


Exhibit 3U.083

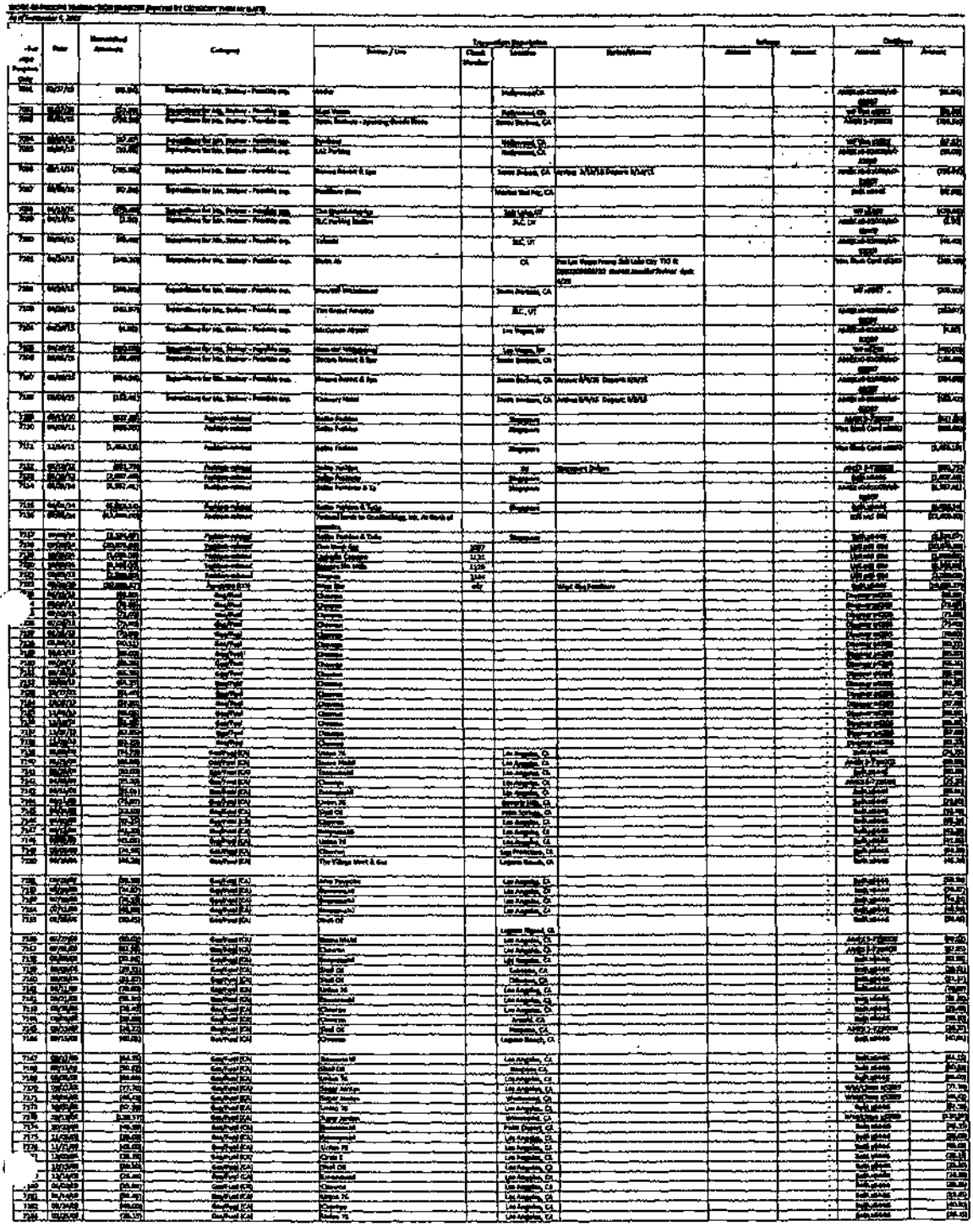
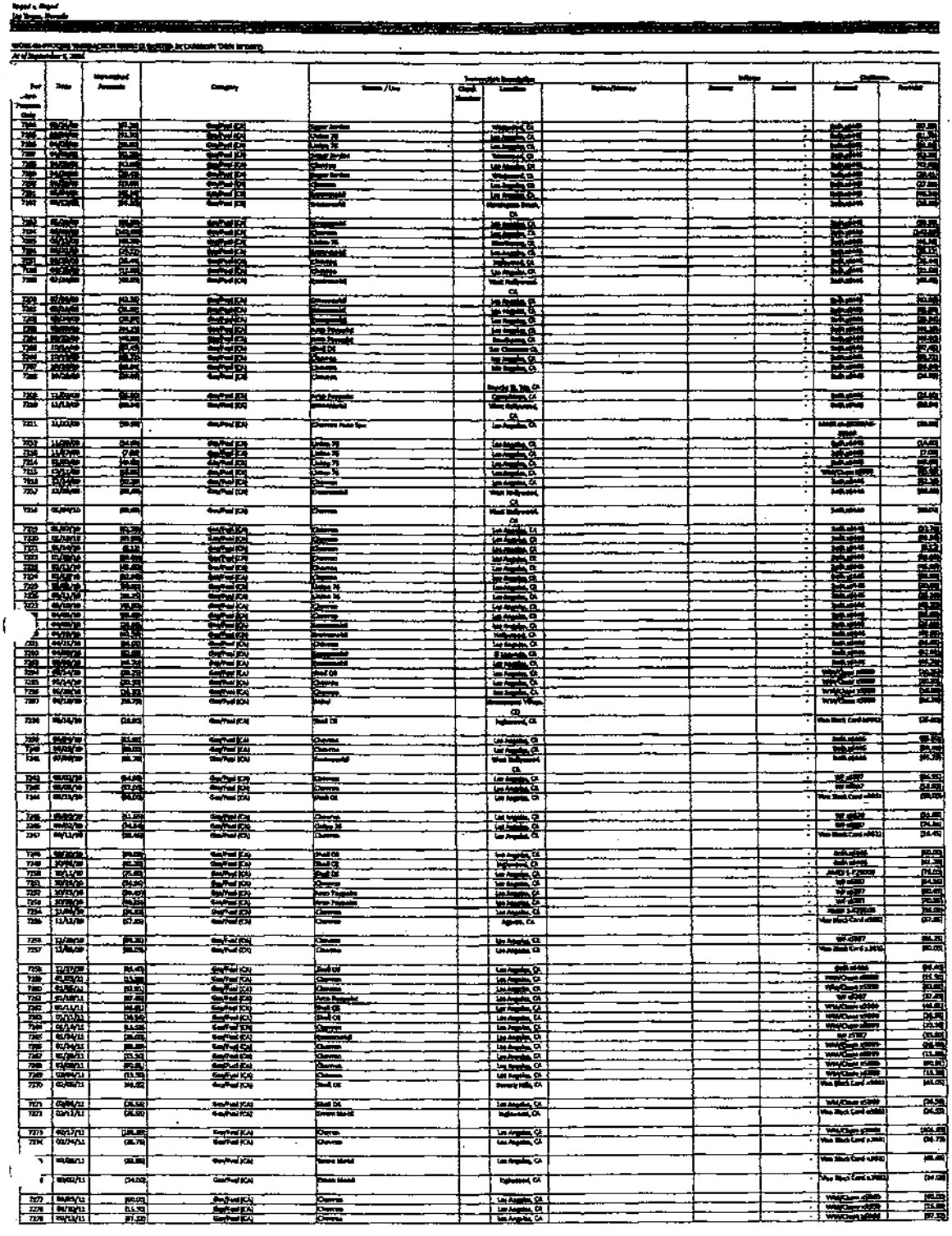


Exhibit 3U.084



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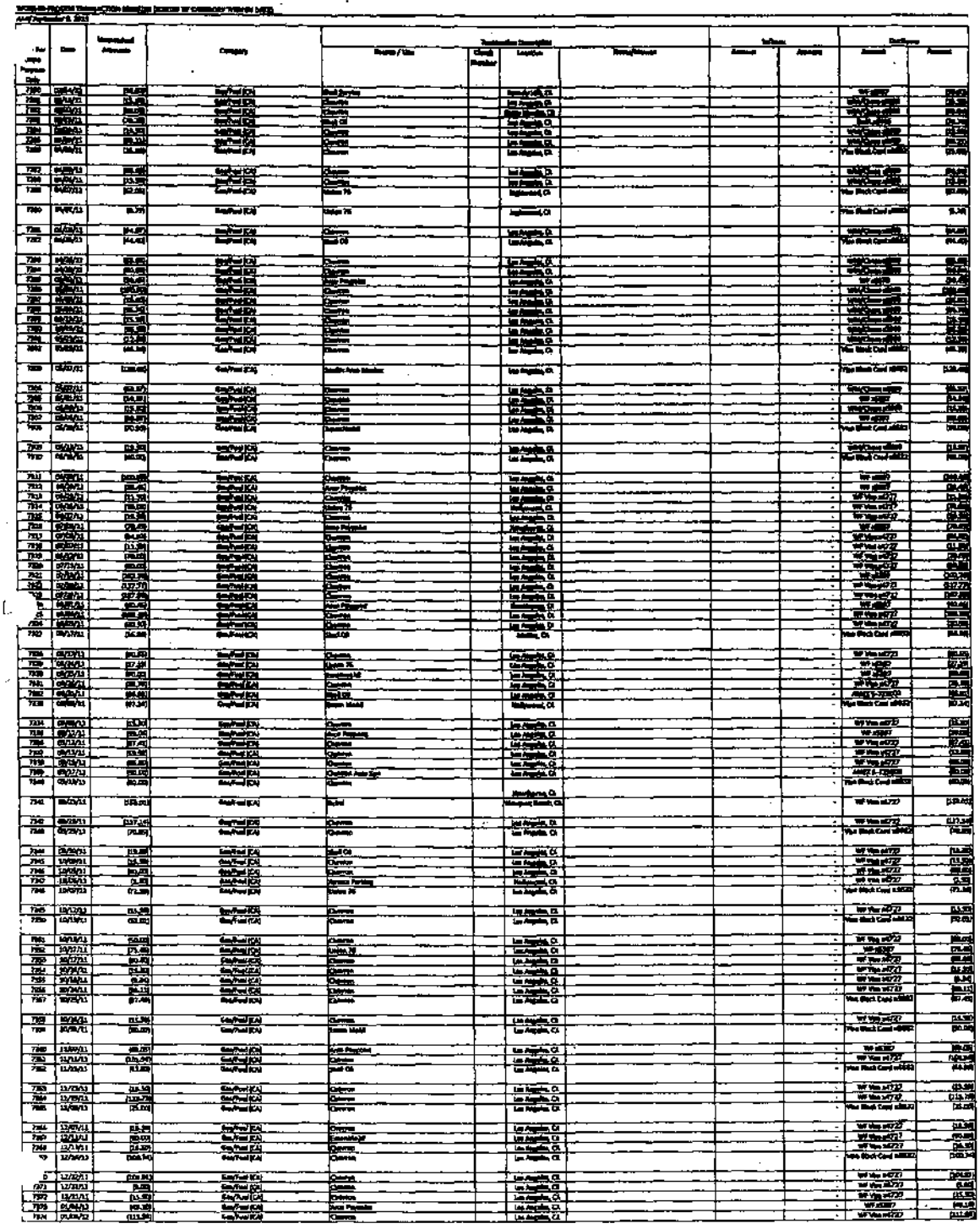
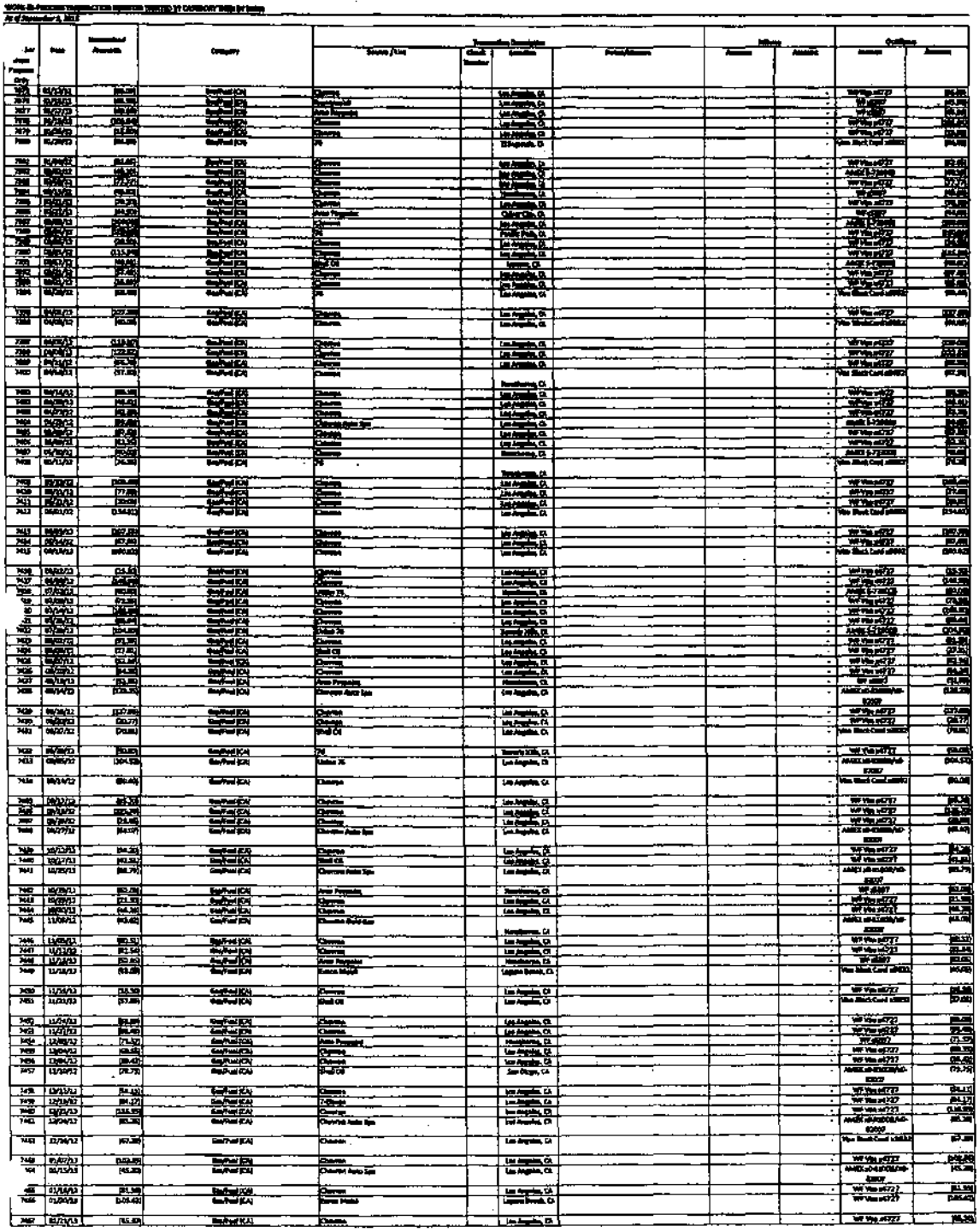


Exhibit 3U.086



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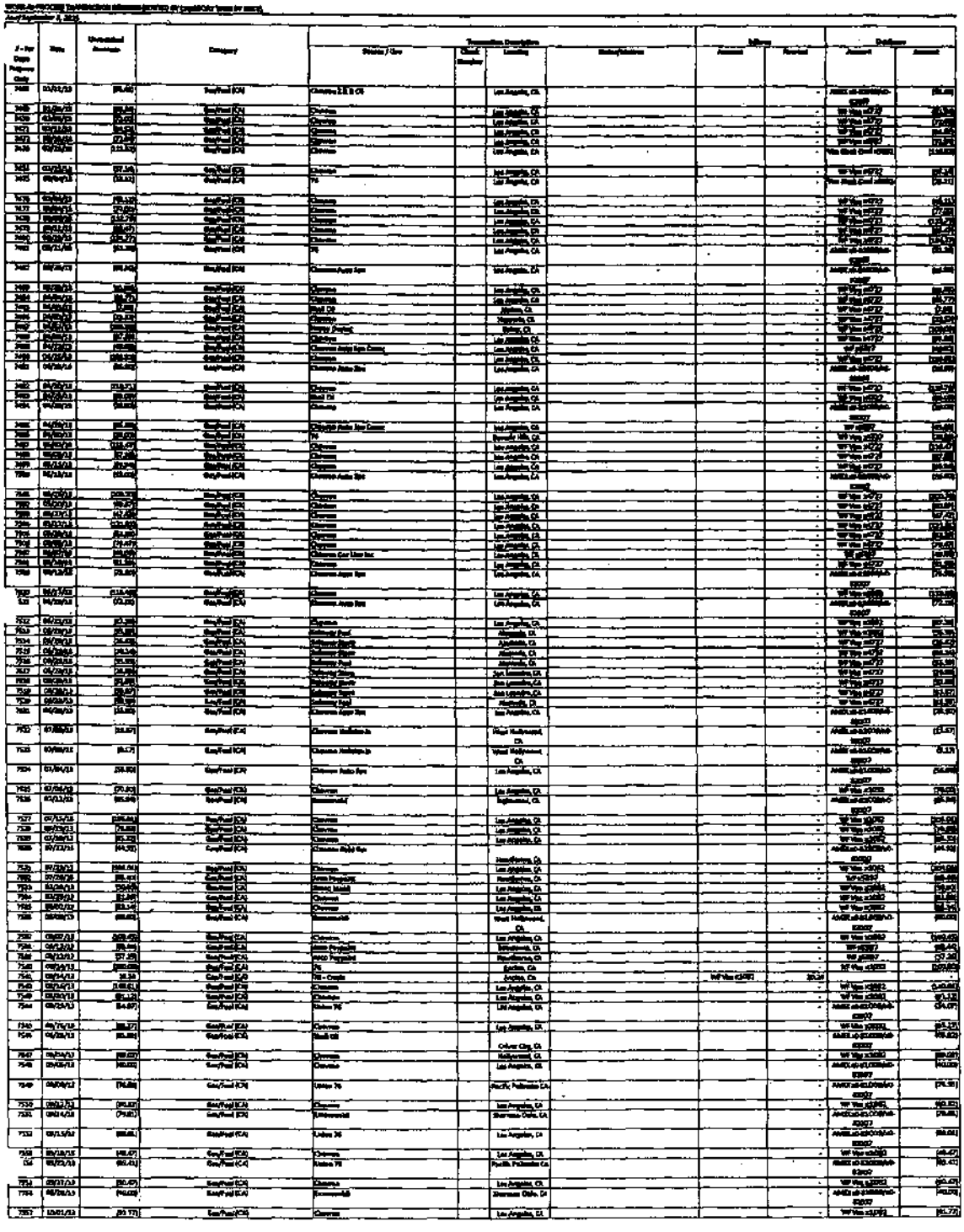

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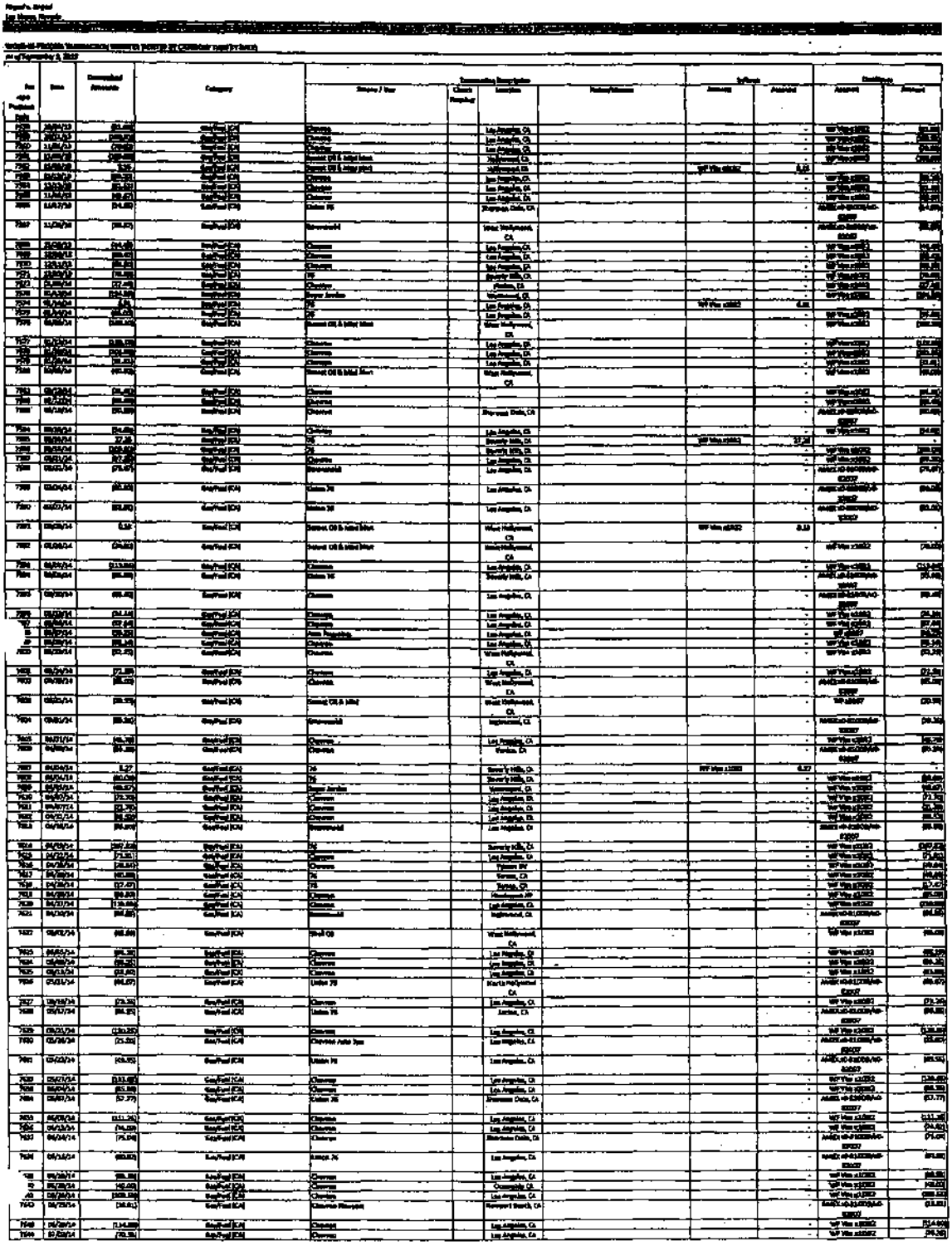

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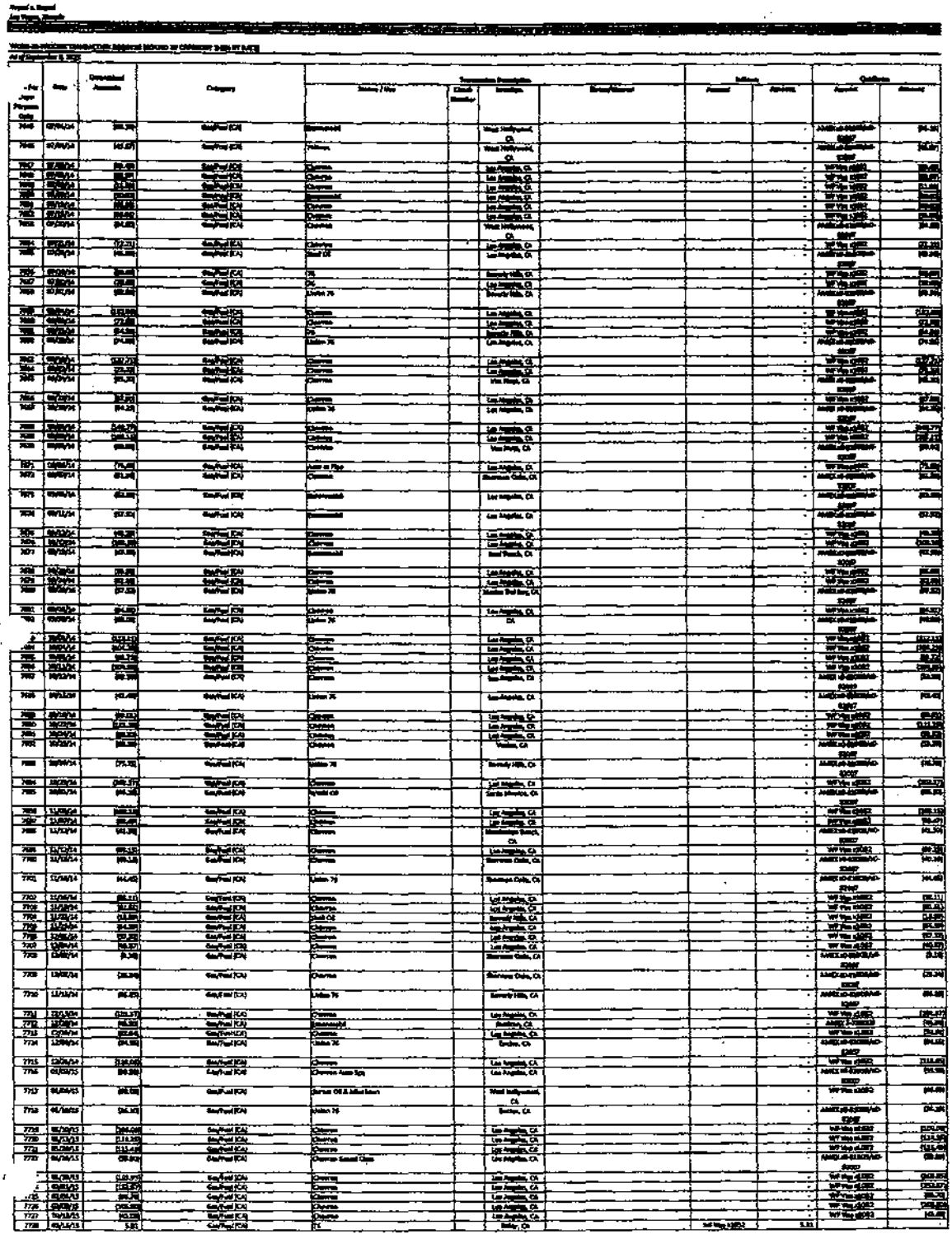
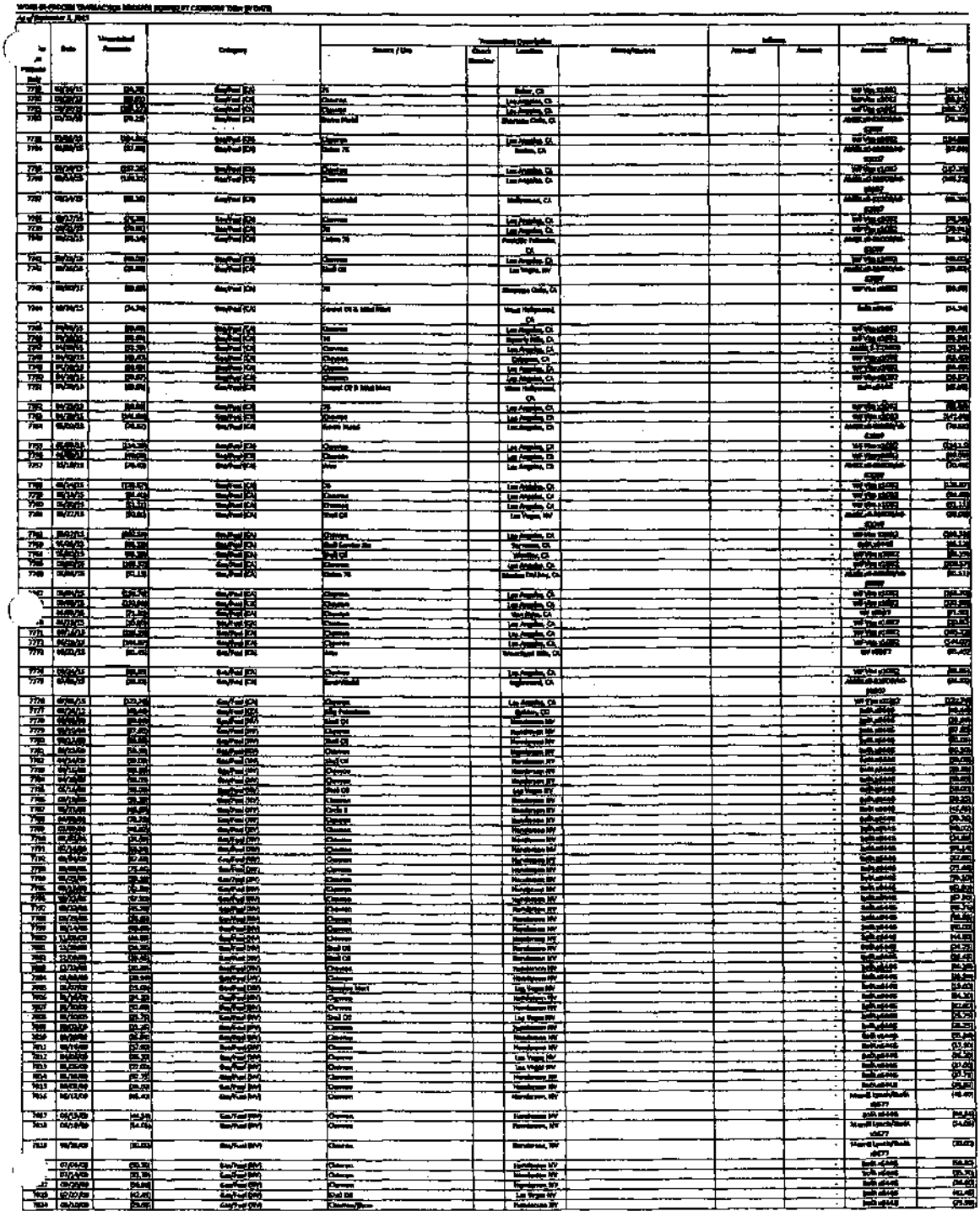


Exhibit 3U.090



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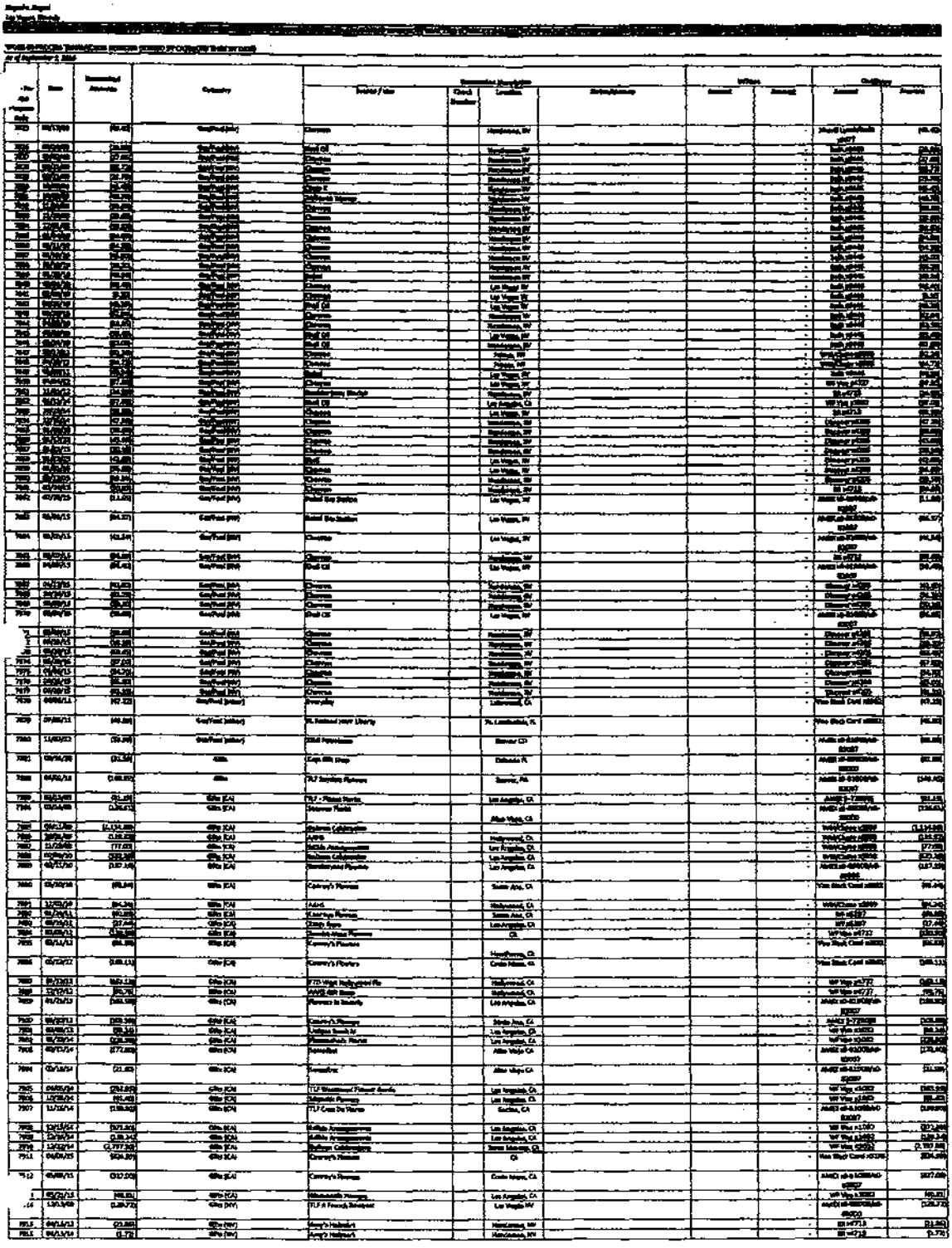

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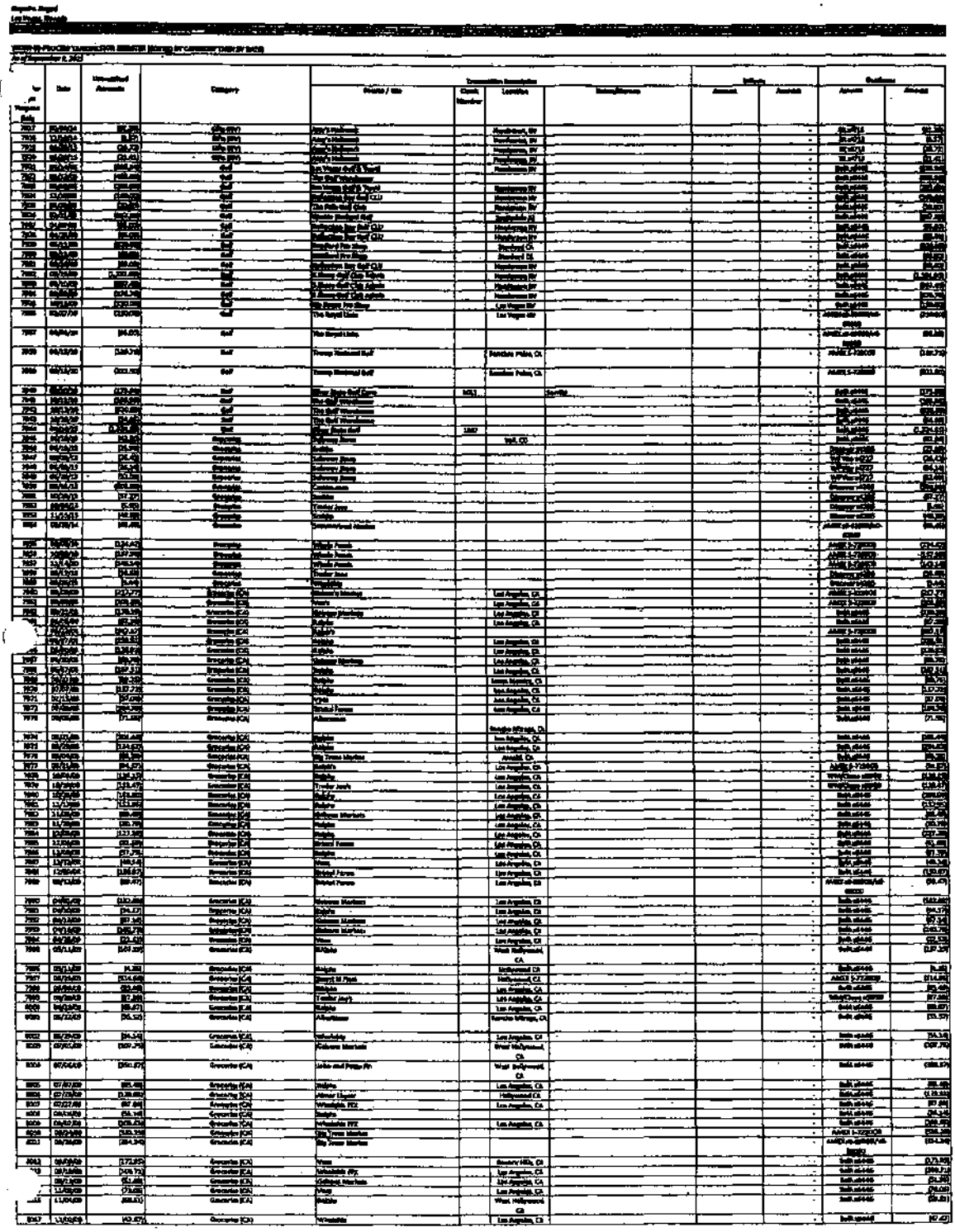
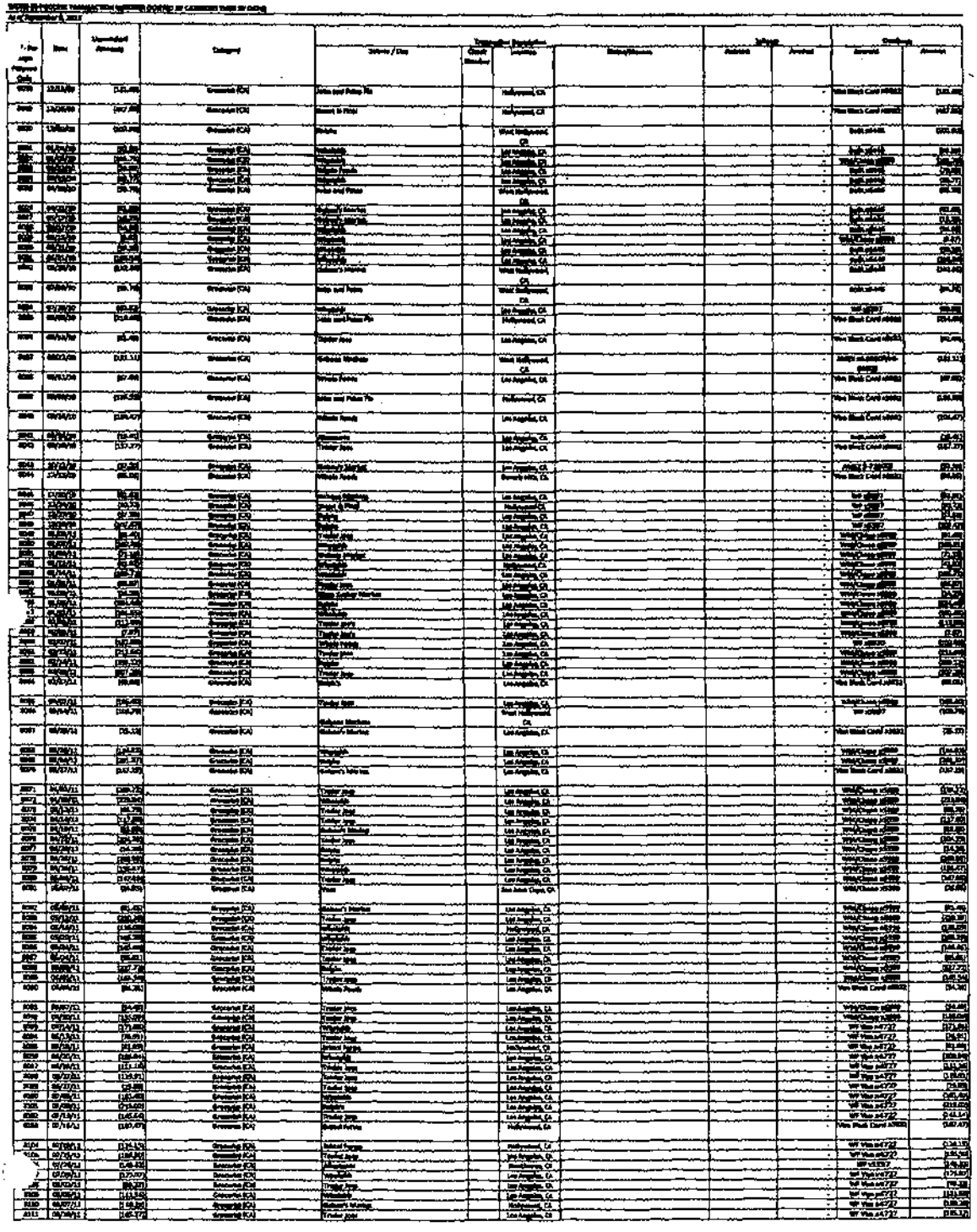


Exhibit 3U.093



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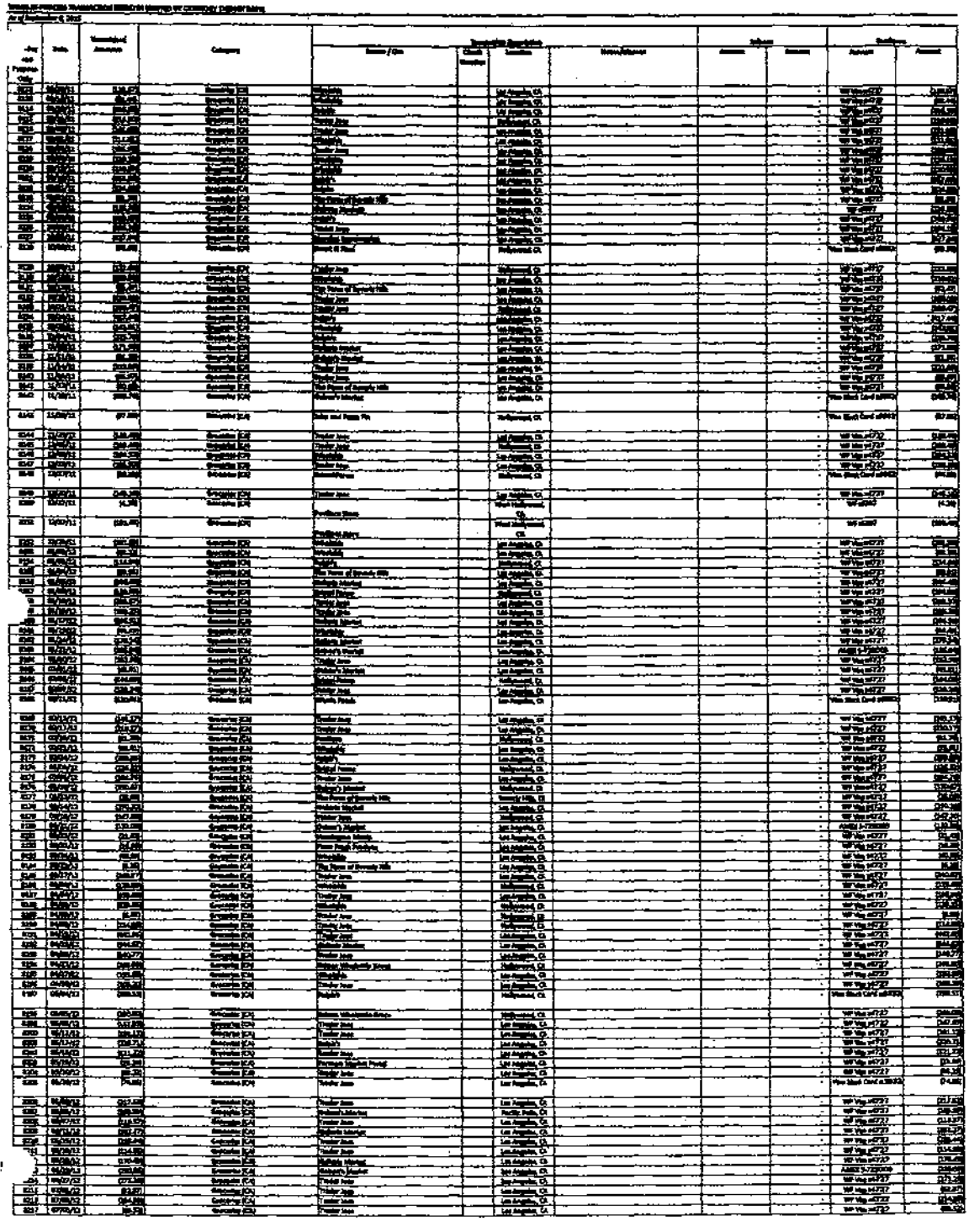

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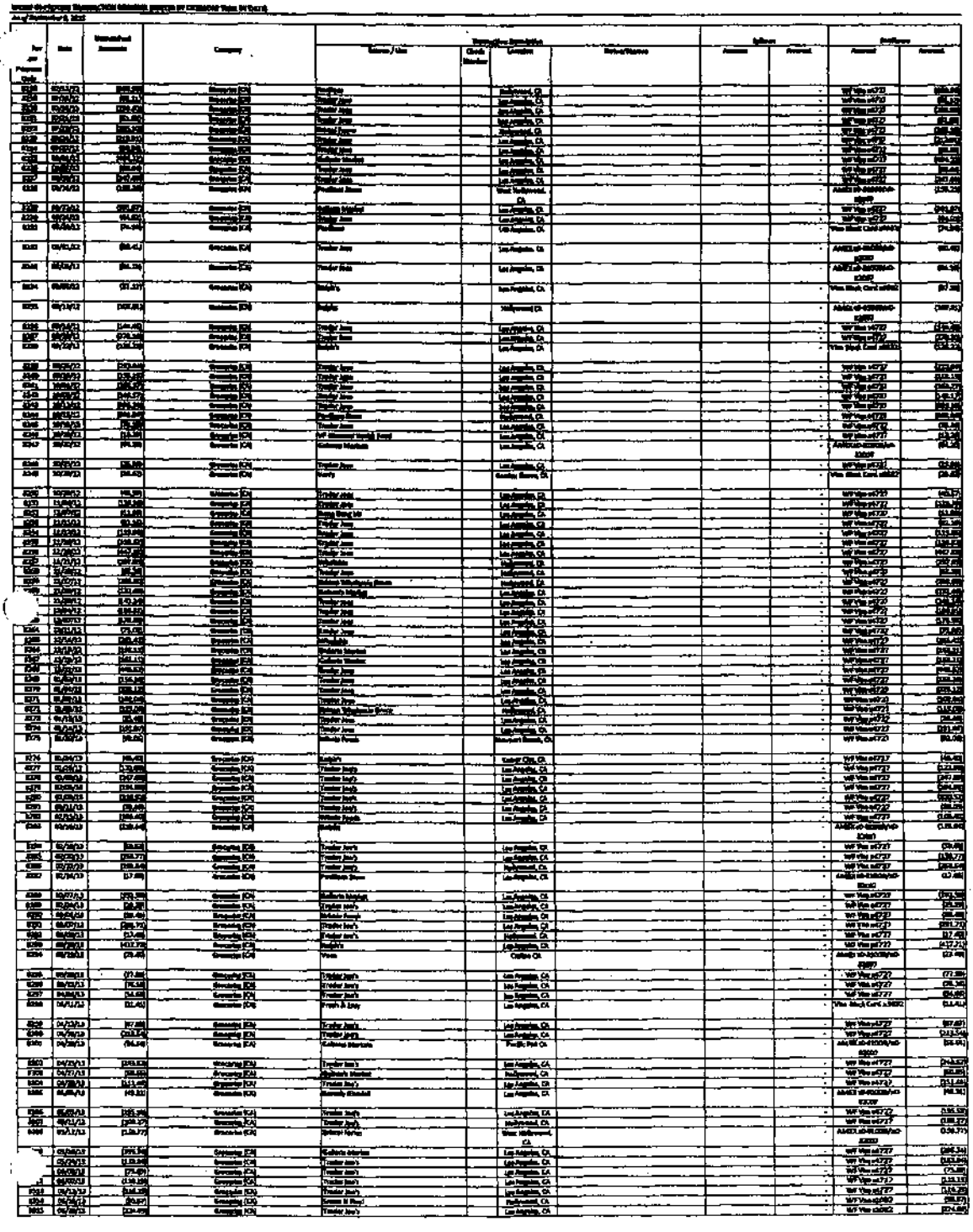

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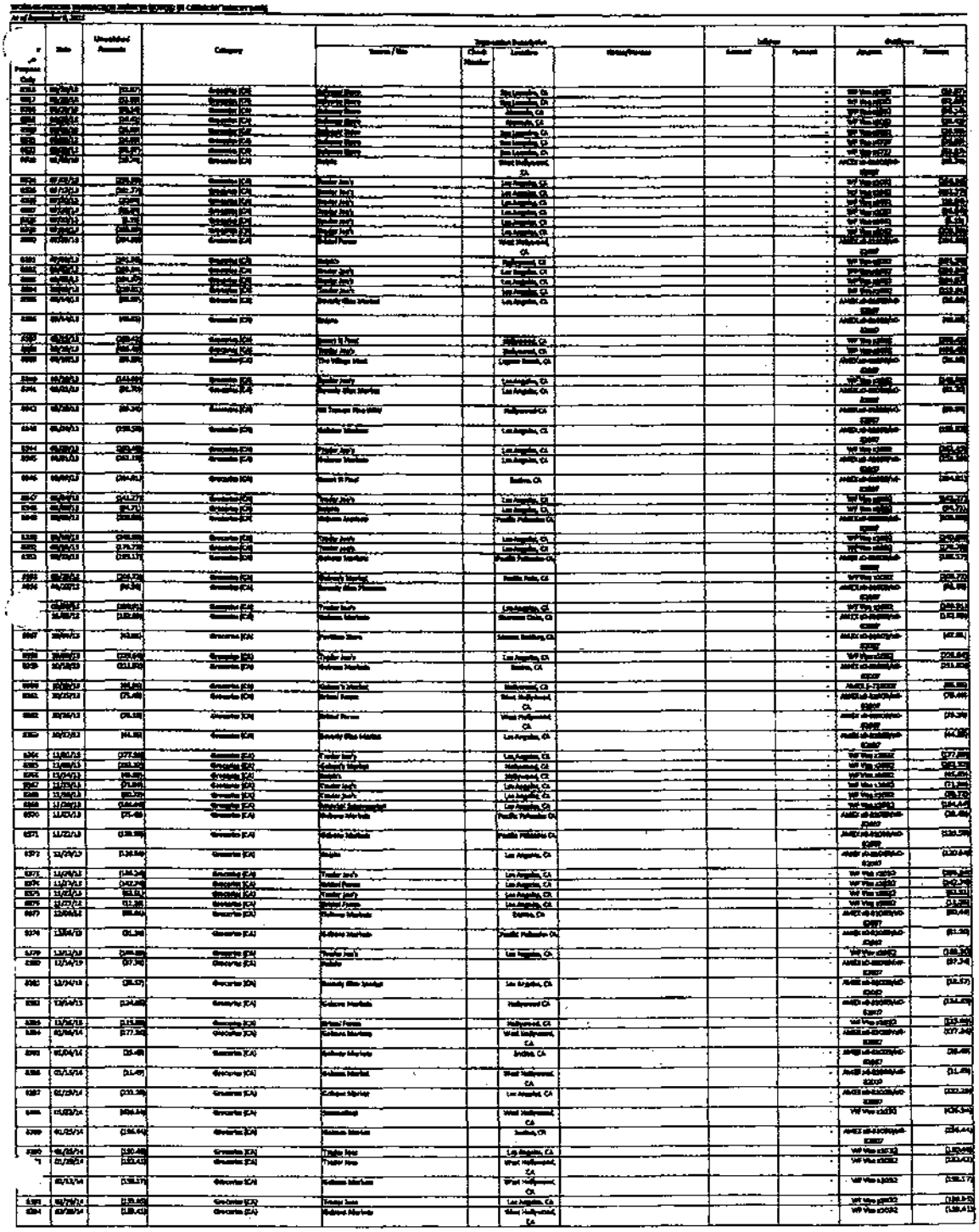

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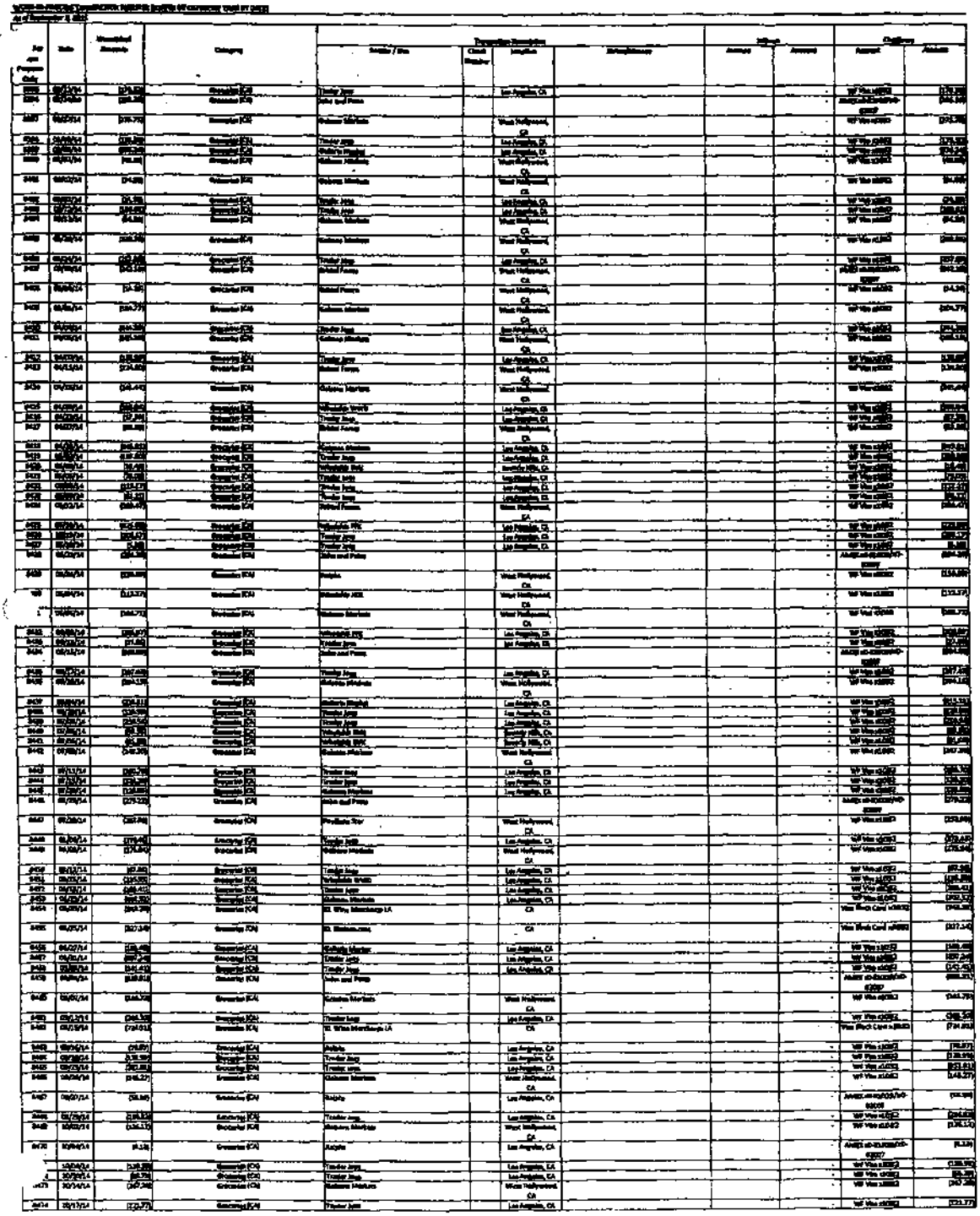

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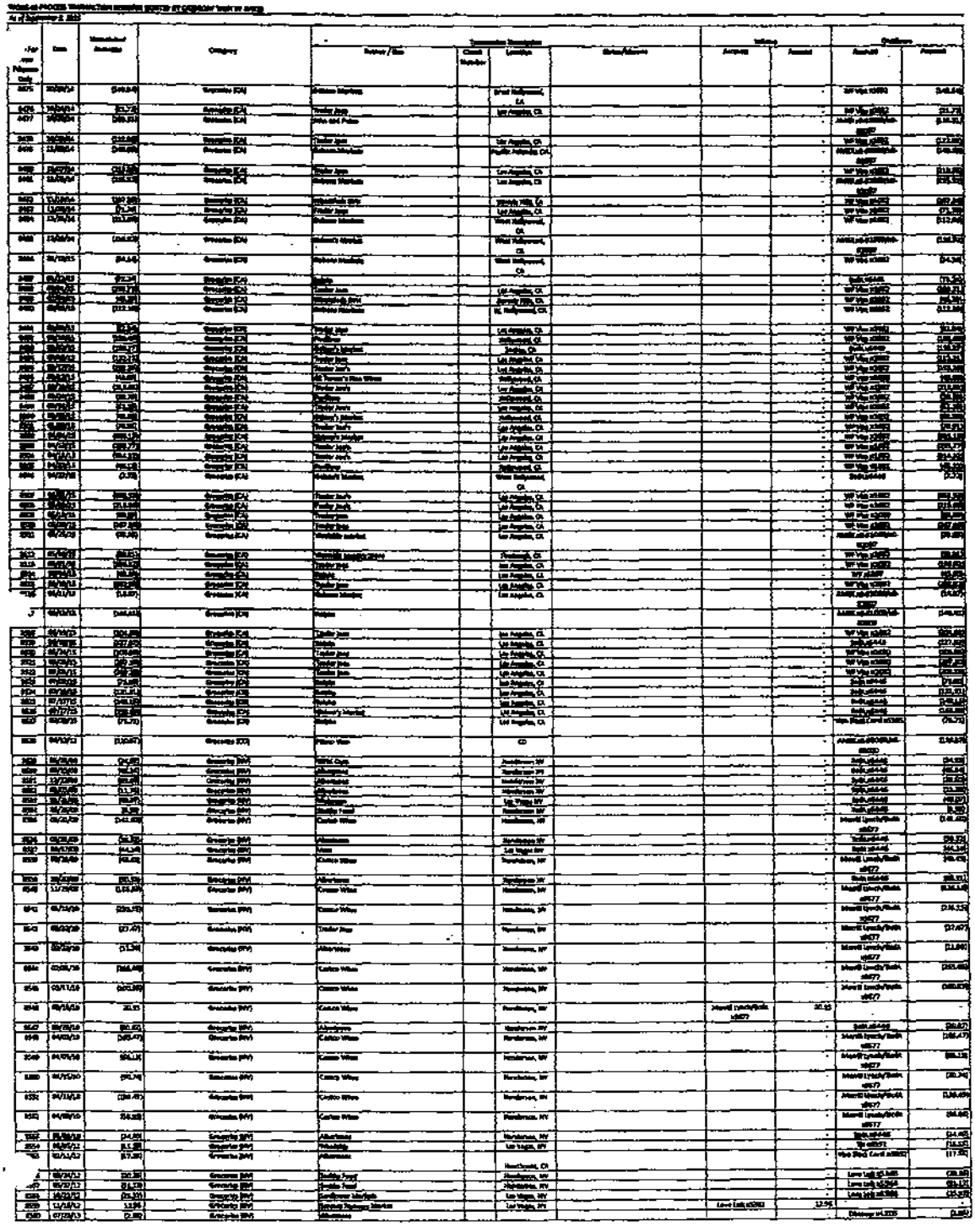

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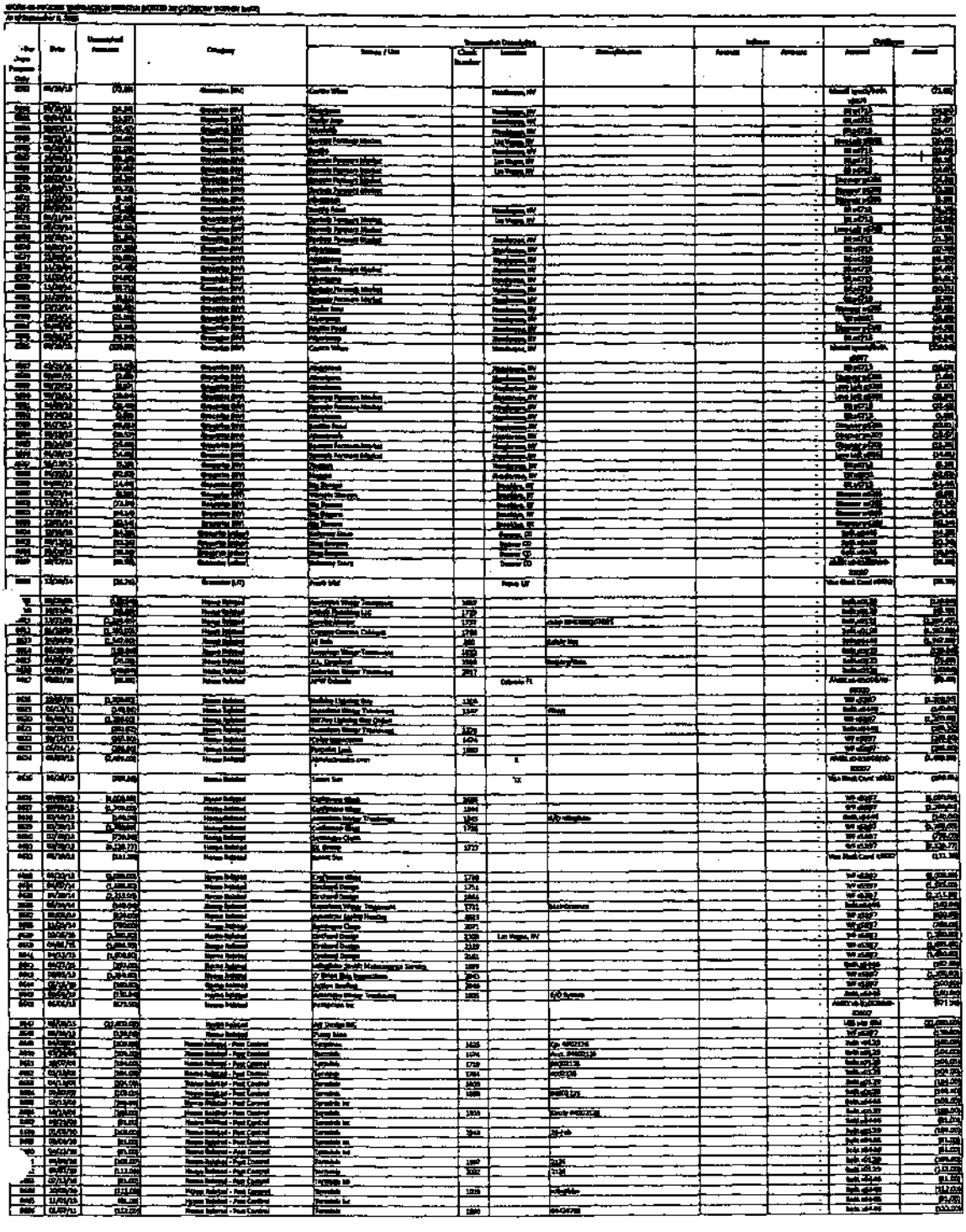

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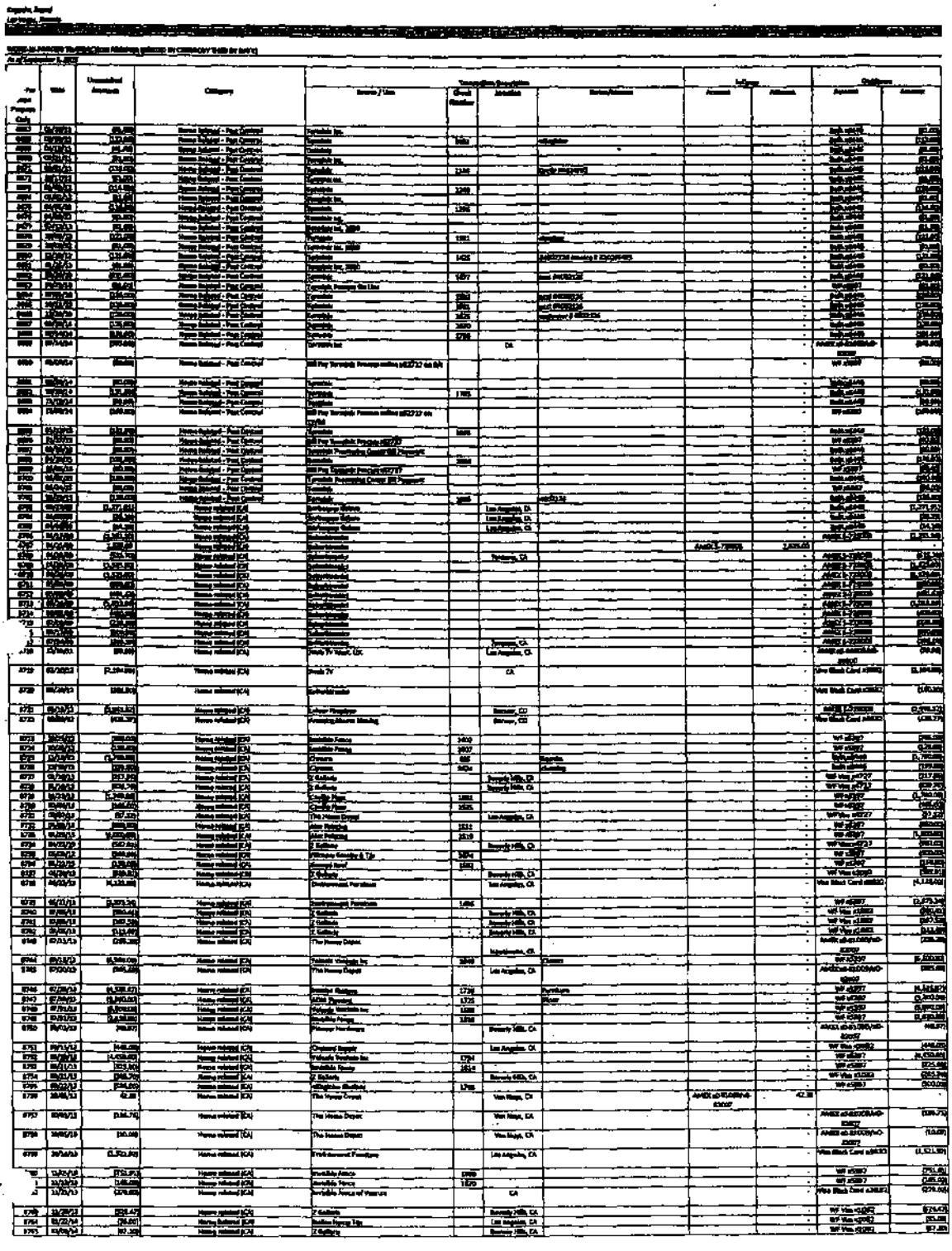

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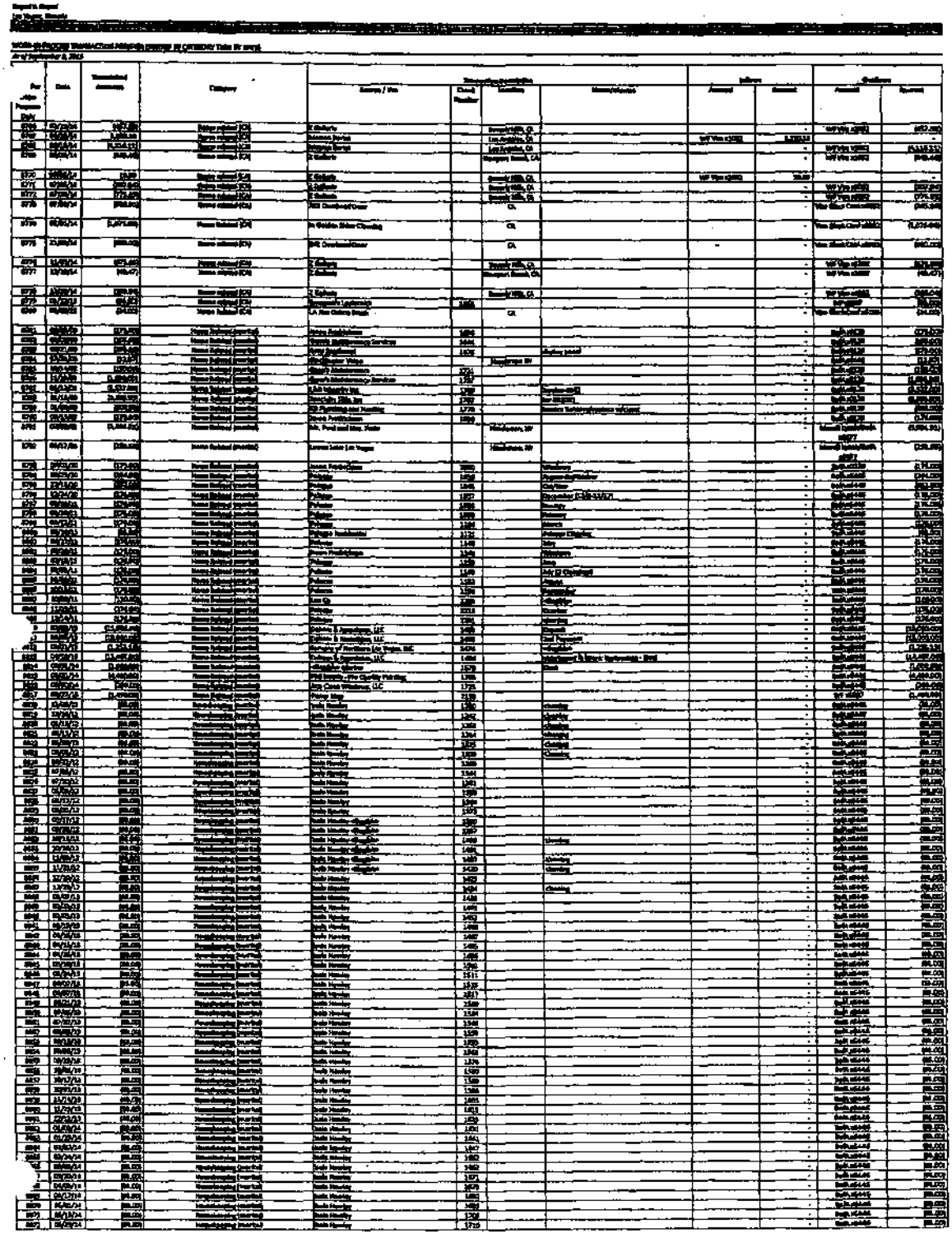

Exhibit 3U.102

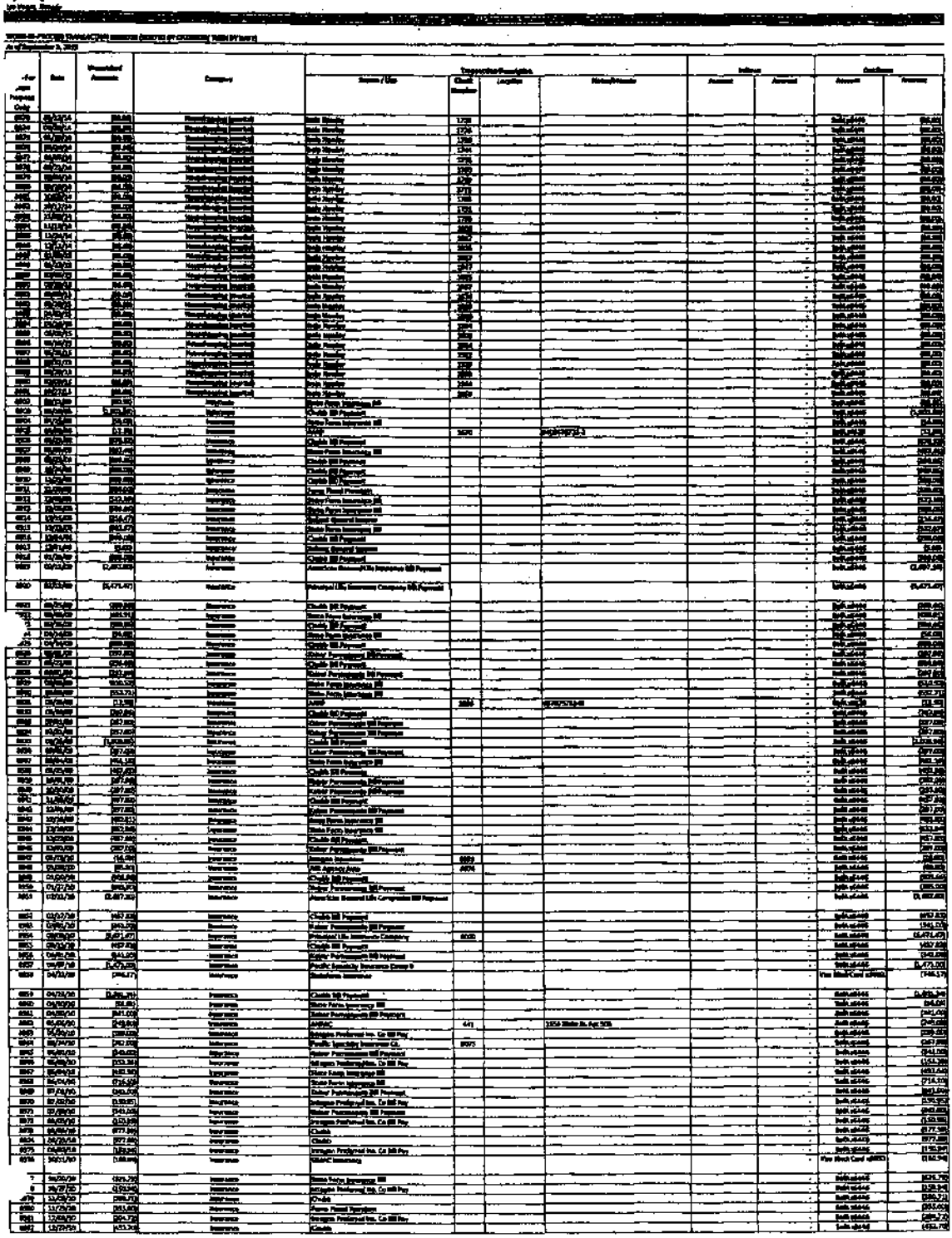

Exhibit 3U.103

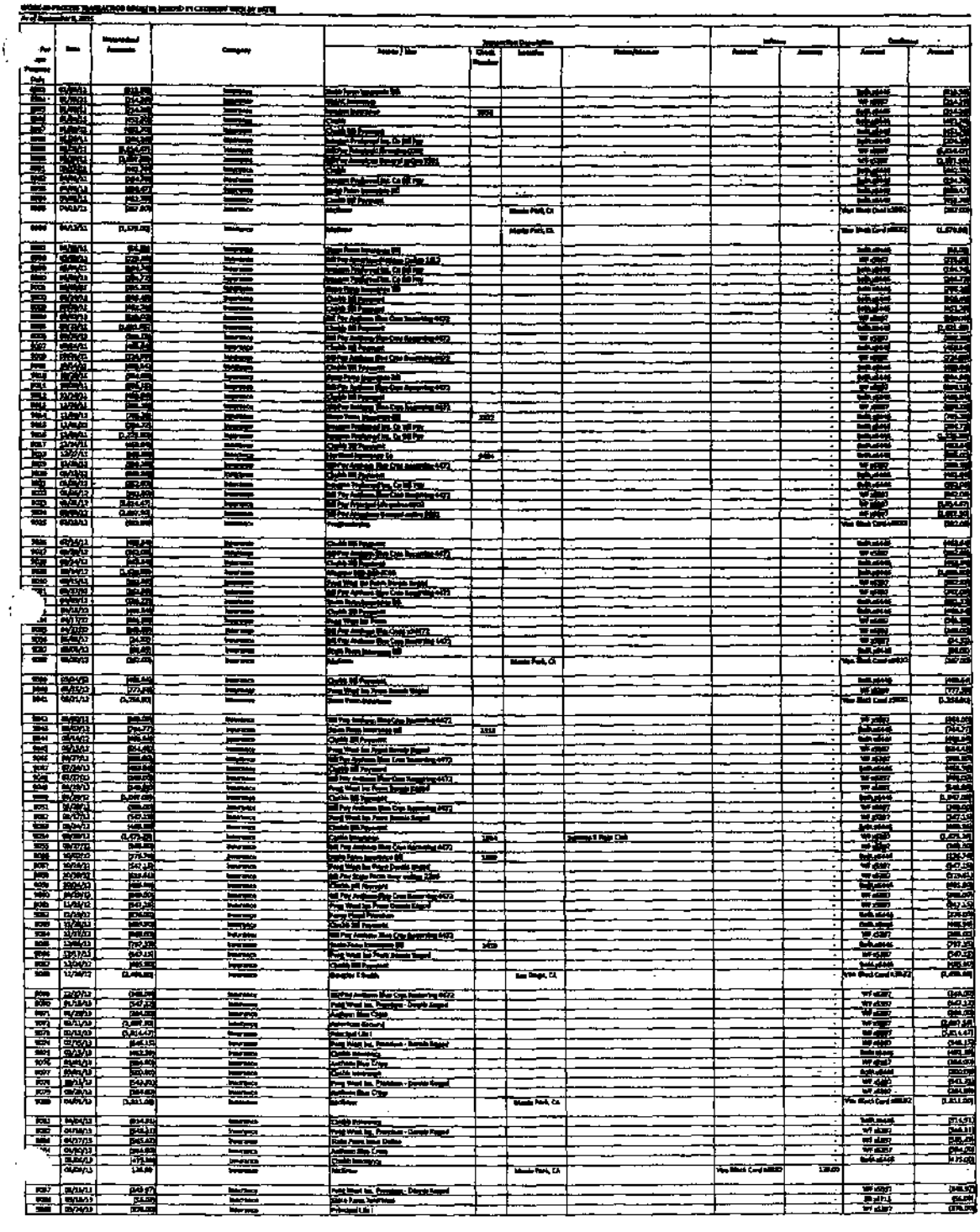

Exhibit 3U.104

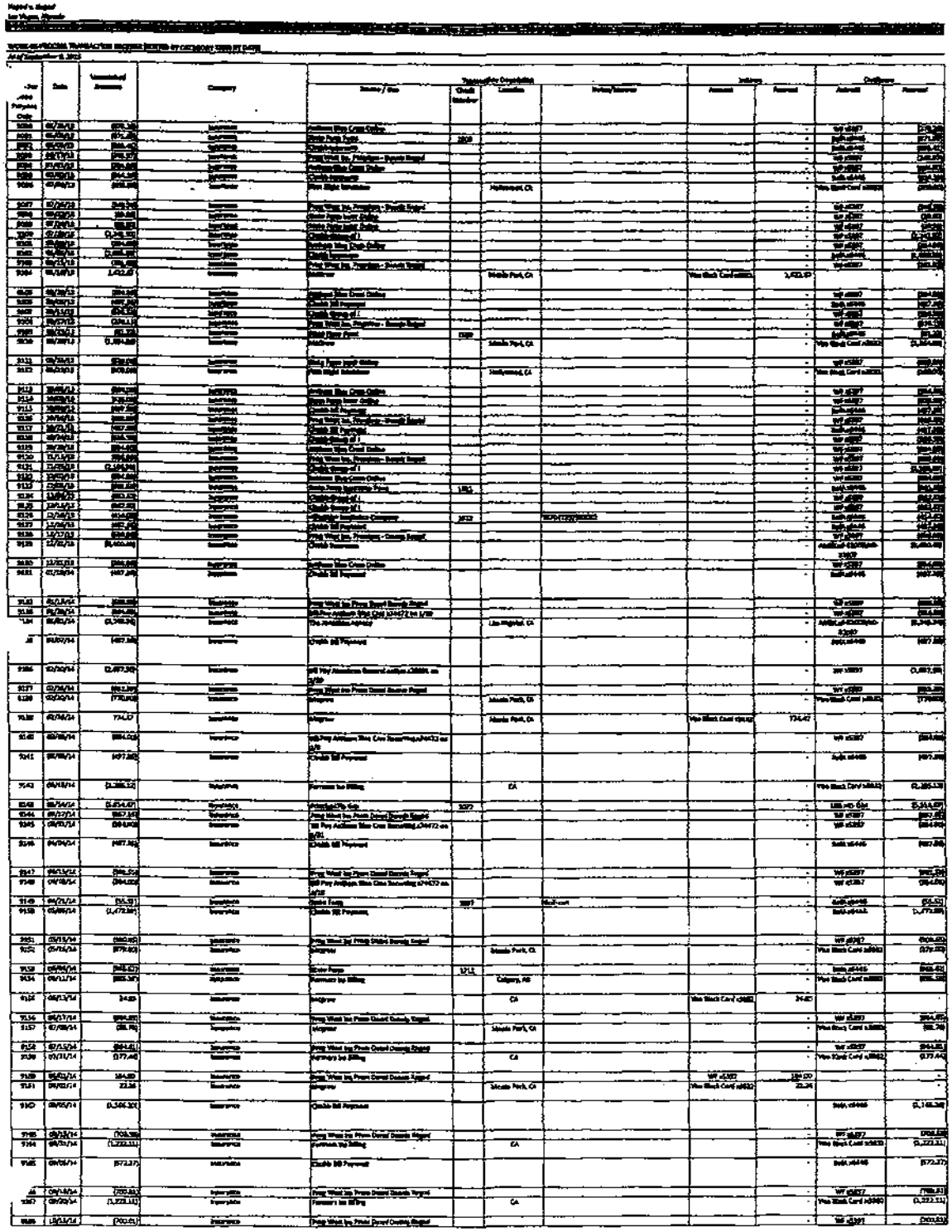

Exhibit 3U.105

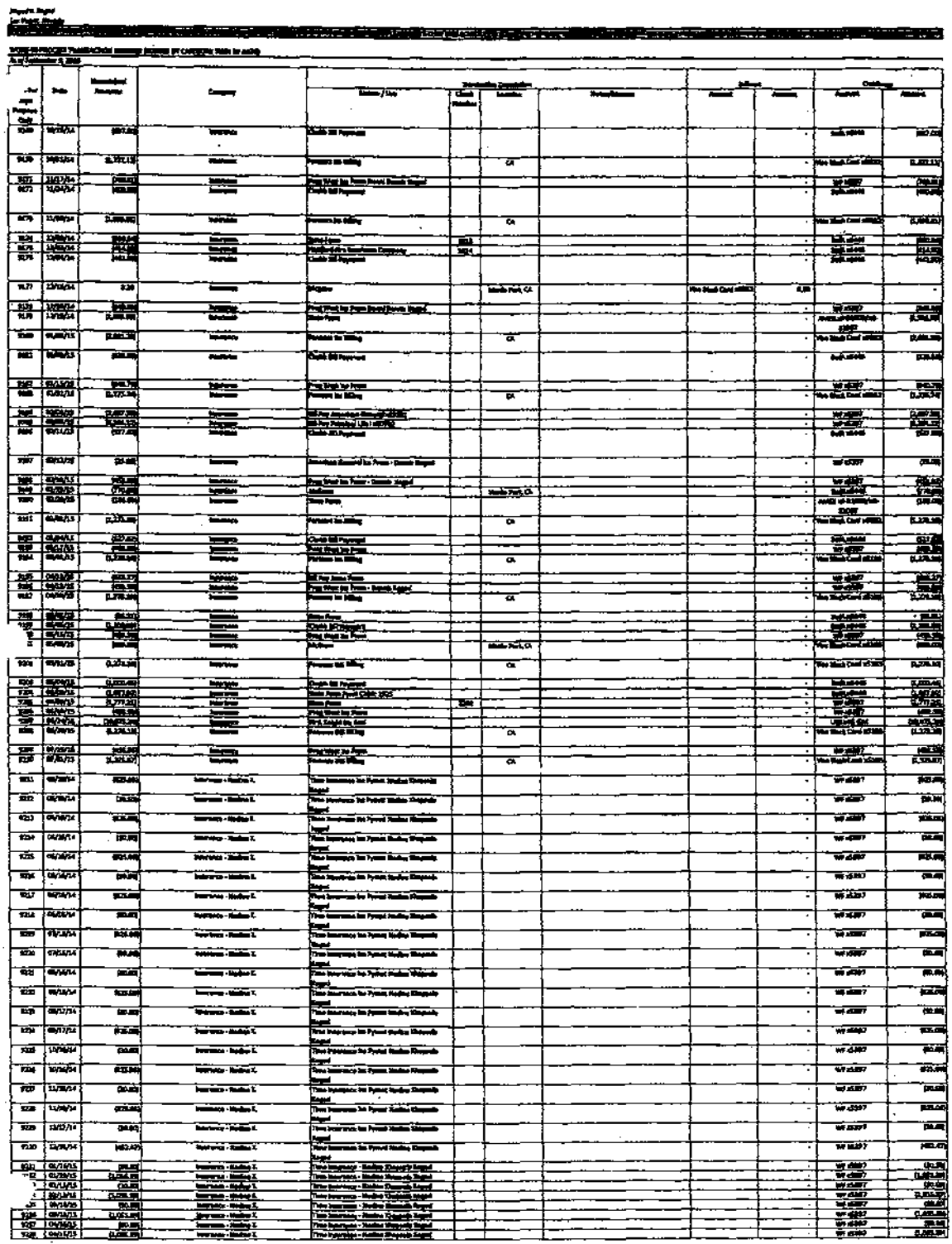

Exhibit 3U.106

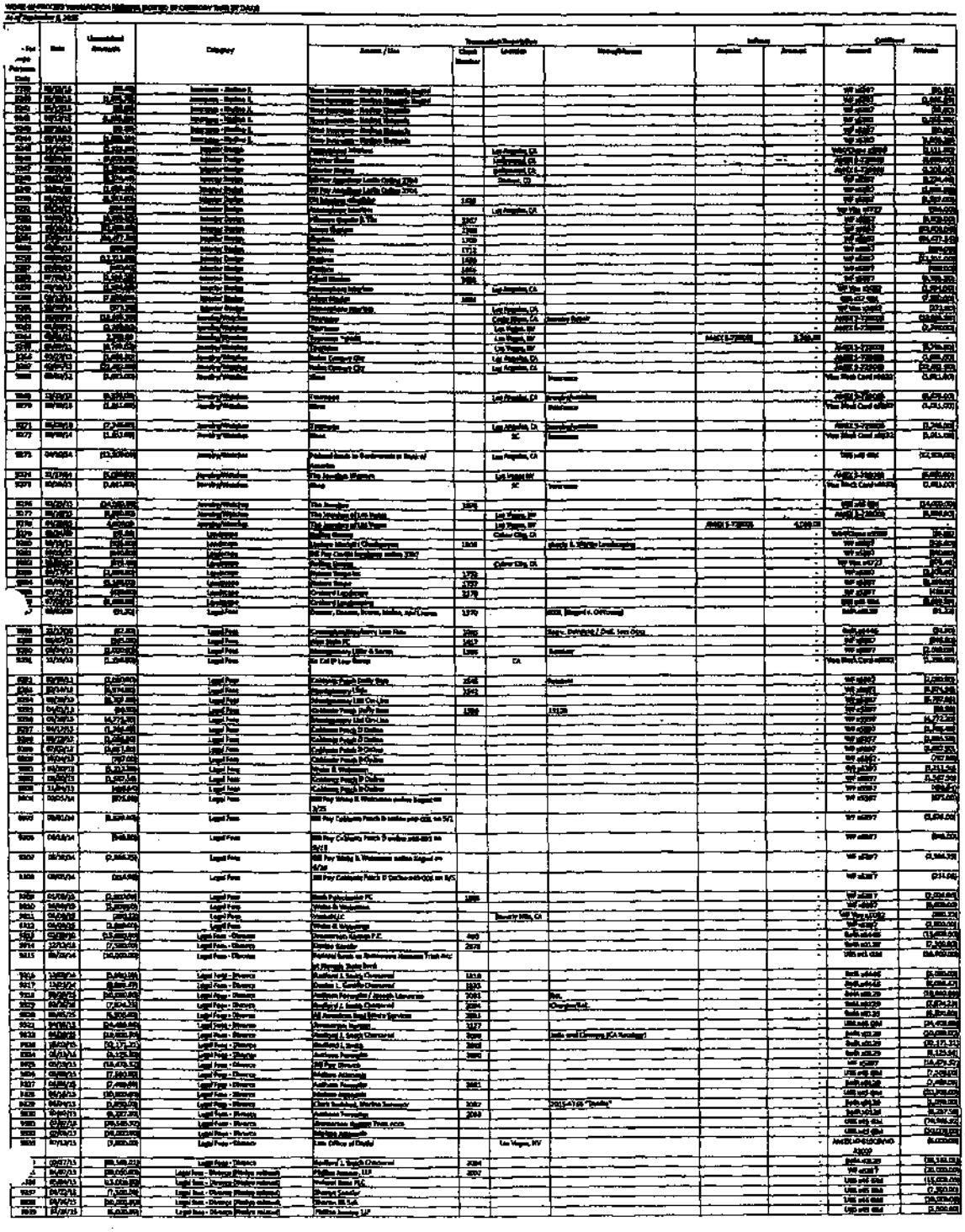

Exhibit 3U.107

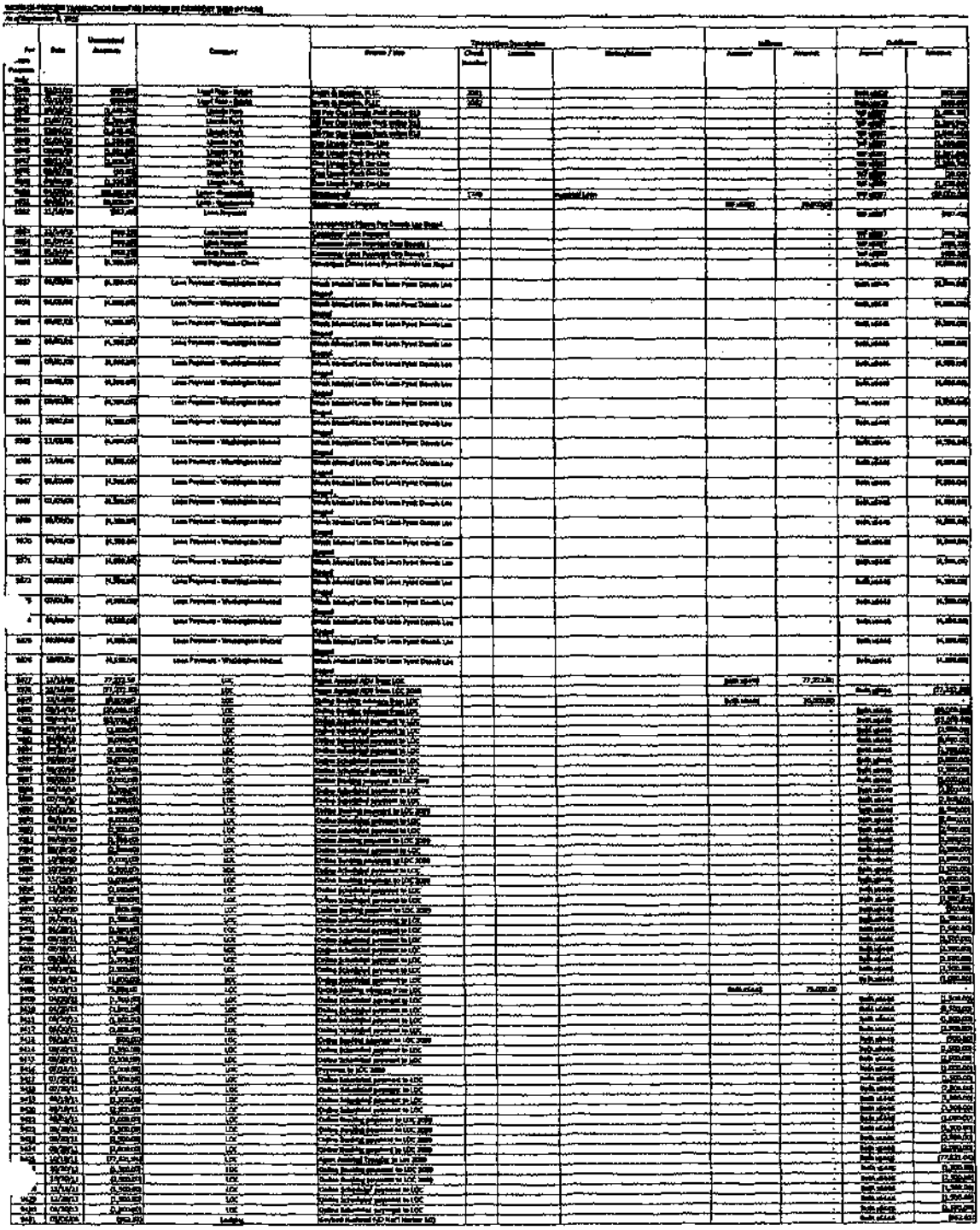

Exhibit 3U.108

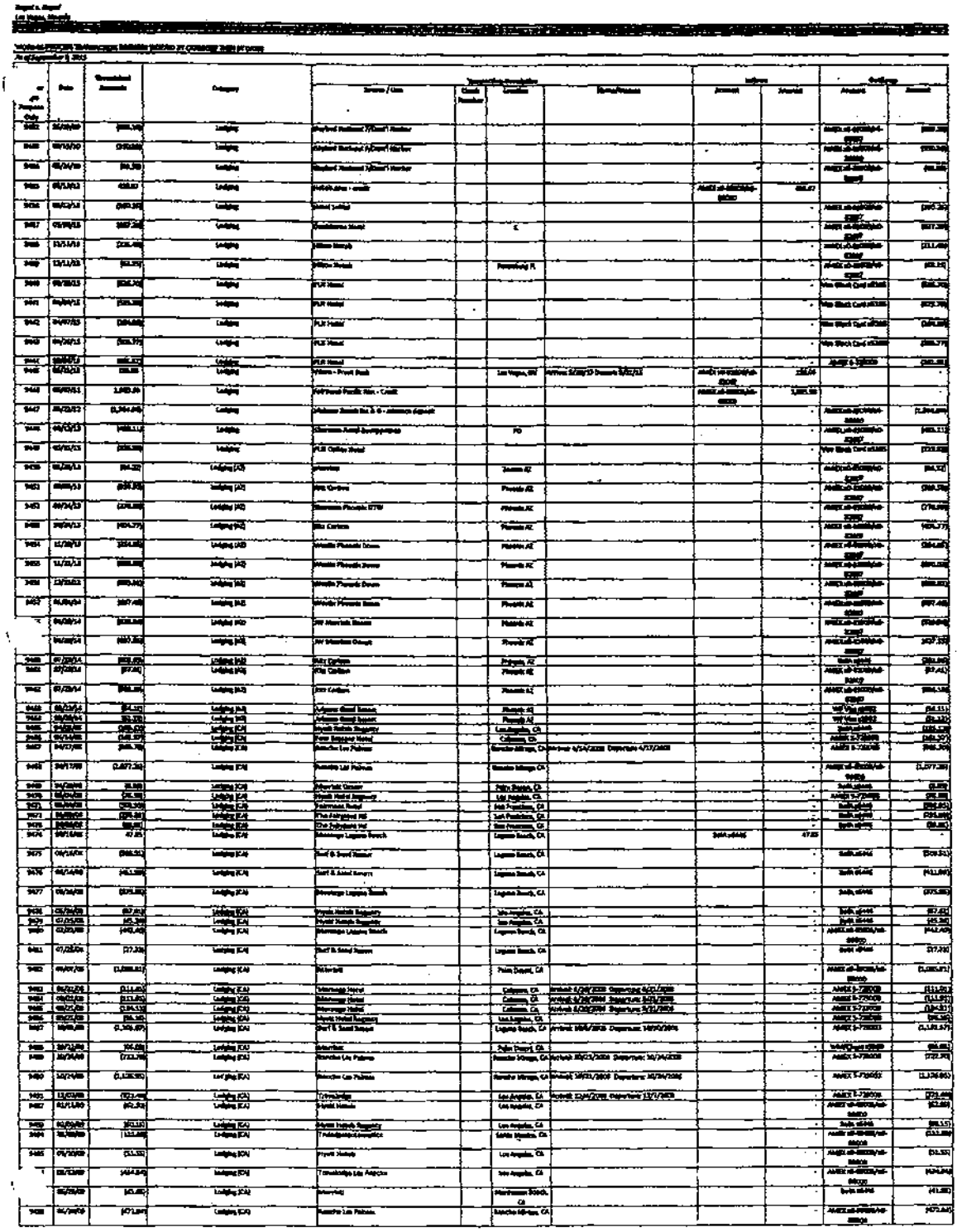

Exhibit 3U.109

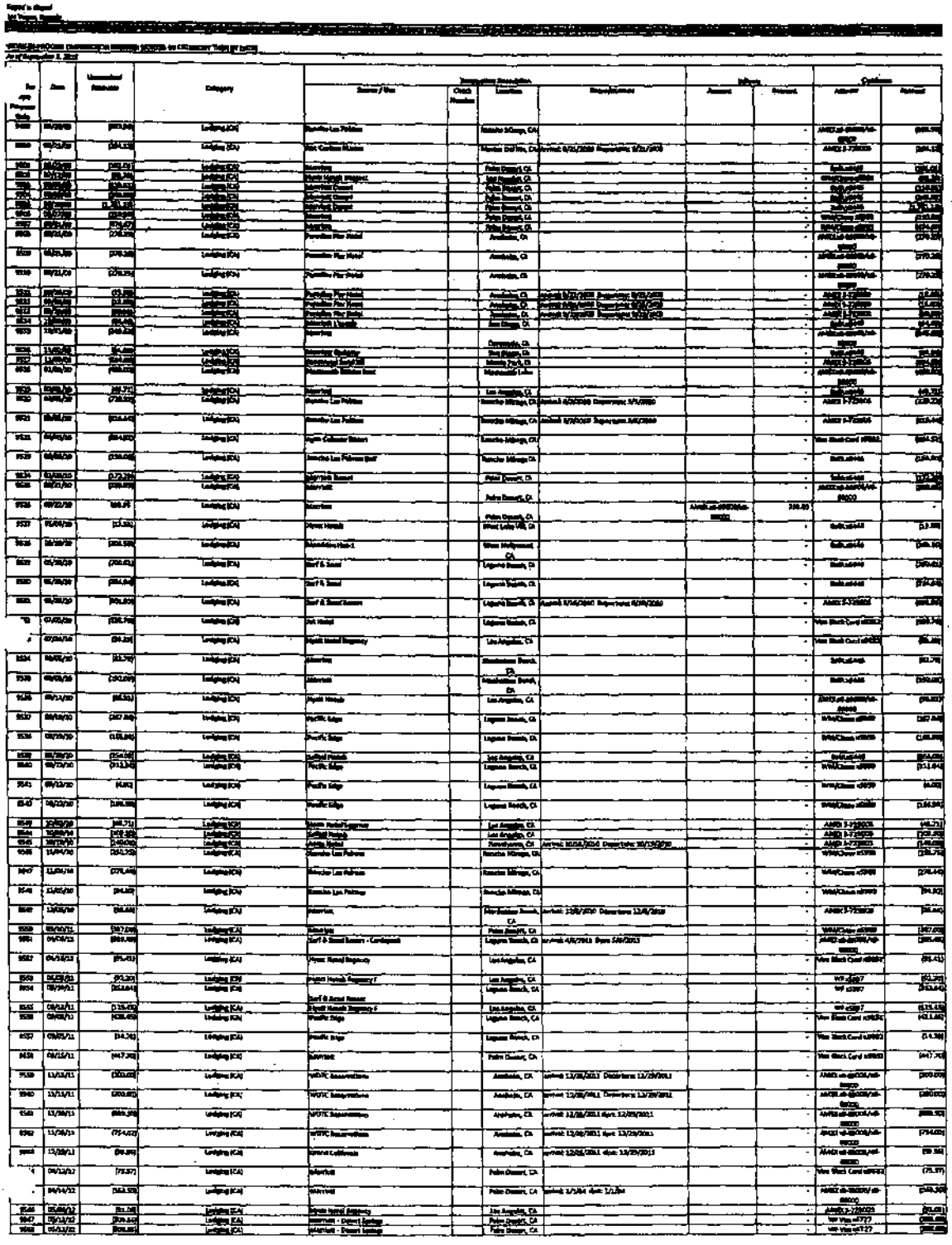

Exhibit 3U.110

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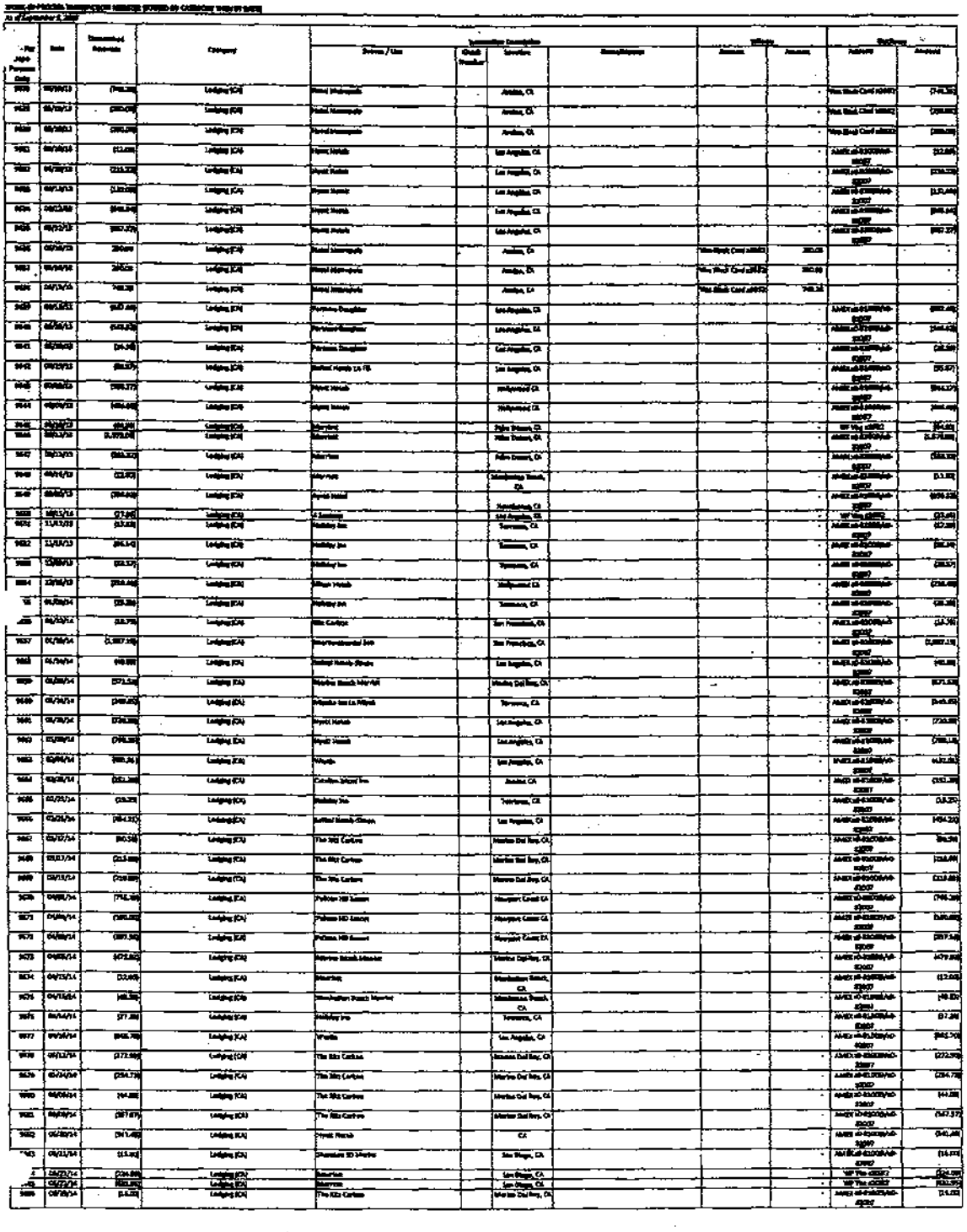

Exhibit 3U.112

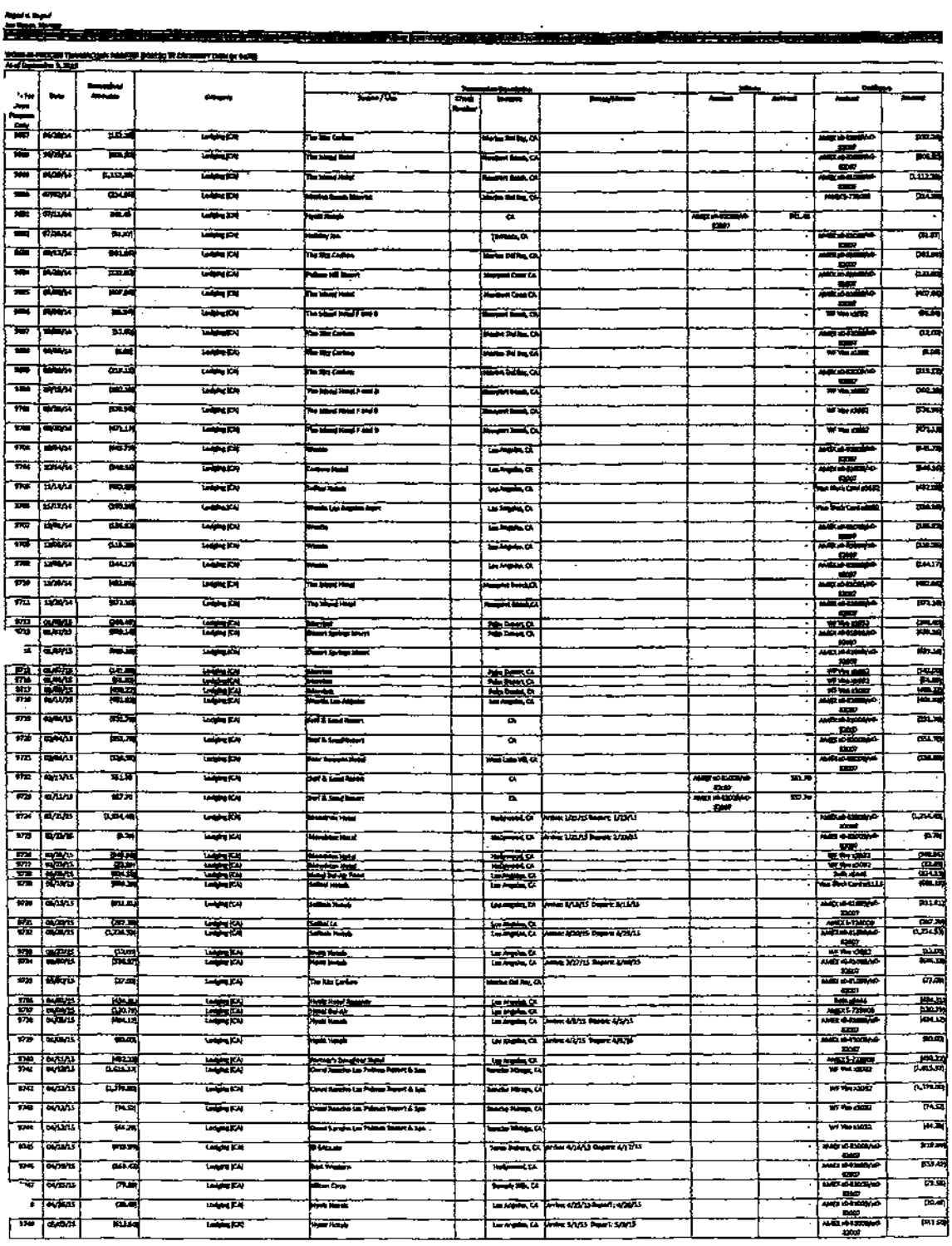

Exhibit 3U.113

[redacted]

Date	Unreconciled Amount	Category	Amount / Use	Check Number	Transaction Description	Inflows	Outflows
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[redacted]	[redacted]	Lodging [CA]	Courtyard		Sherman Oaks, CA		
[redacted]	[redacted]	Lodging [CA]	Beverly Hotel		Beverly Hills, CA		
[redacted]	[redacted]	Lodging [CA]	Westin		Los Angeles, CA		
[redacted]	[redacted]	Lodging [CA]	The Beverly Hills Ho		Beverly Hills, CA		
[redacted]	[redacted]	Lodging [CA]	Beverly Hilton Hot		Beverly Hills, CA		
[redacted]	[redacted]	Lodging [CA]	Ritz-Ritz Carlton		Marina Del Rey, CA		
[redacted]	[redacted]	Lodging [CA]	Hotel Angeles		Los Angeles, CA		
[redacted]	[redacted]	Lodging [CA]	Fairmont San		San Francisco, CA		
[redacted]	[redacted]	Lodging [CA]	Hyatt Hotels		Los Angeles, CA		
[redacted]	[redacted]	Lodging [CA]	Four Seasons Hotel		Lake Village, CA		
[redacted]	[redacted]	Lodging [CA]	The Beverly Hilton		Beverly Hills, CA		
[redacted]	[redacted]	Lodging [CA]	The Beverly Hilton		Beverly Hills, CA		
[redacted]	[redacted]	Lodging [CA]	The Ritz-Carlton		Marina Del Rey, CA		
[redacted]	[redacted]	Lodging [CA]	The Ritz-Carlton		Marina Del Rey, CA		
[redacted]	[redacted]	Lodging [CA]	Four Seasons Hotel		Lake Village, CA		
[redacted]	[redacted]	Lodging [CA]	The Beverly Hilton		Beverly Hills, CA		
[redacted]	[redacted]	Lodging [CA]	Sheraton Gateway A Los		Los Angeles, CA		
[redacted]	[redacted]	Lodging [CO]	Ritz Carlton		Denver CO		
[redacted]	[redacted]	Lodging [CO]	Ritz Carlton		Denver CO		
[redacted]	[redacted]	Lodging [CO]	Sheraton Publica		Denver CO		
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[redacted]	[redacted]	Lodging [CO]	Hyatt Hotels		Denver CO		
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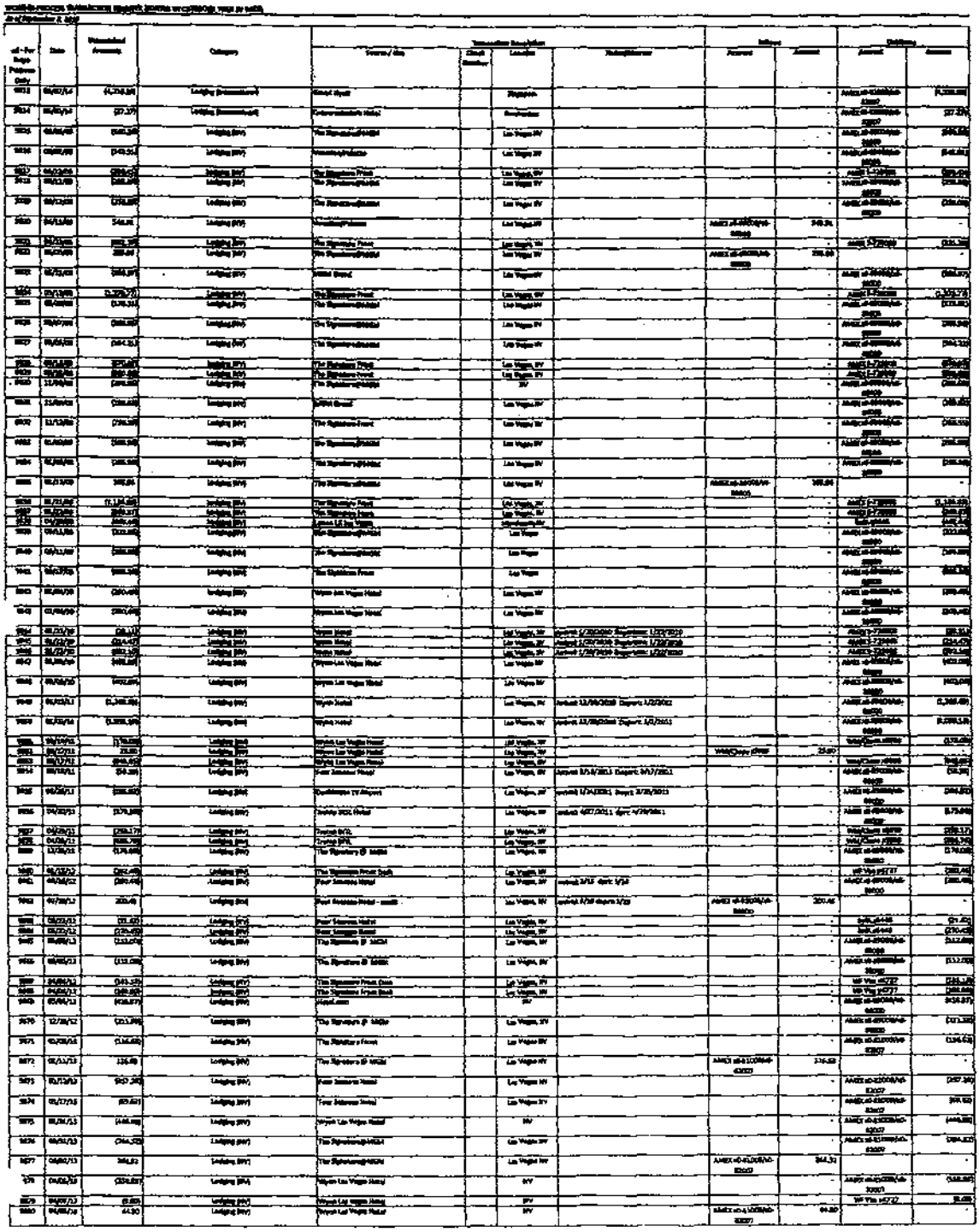


Exhibit 3U.115

[redacted]

Line	Date	Transaction Amount	Category	Transaction Description				Inflows		Outflows	
				Station / Use	Check Number	Location	Name/Account	Account	Amount	Account	Amount
[redacted]											

Exhibit 3U.116

Exhibit 3U.117

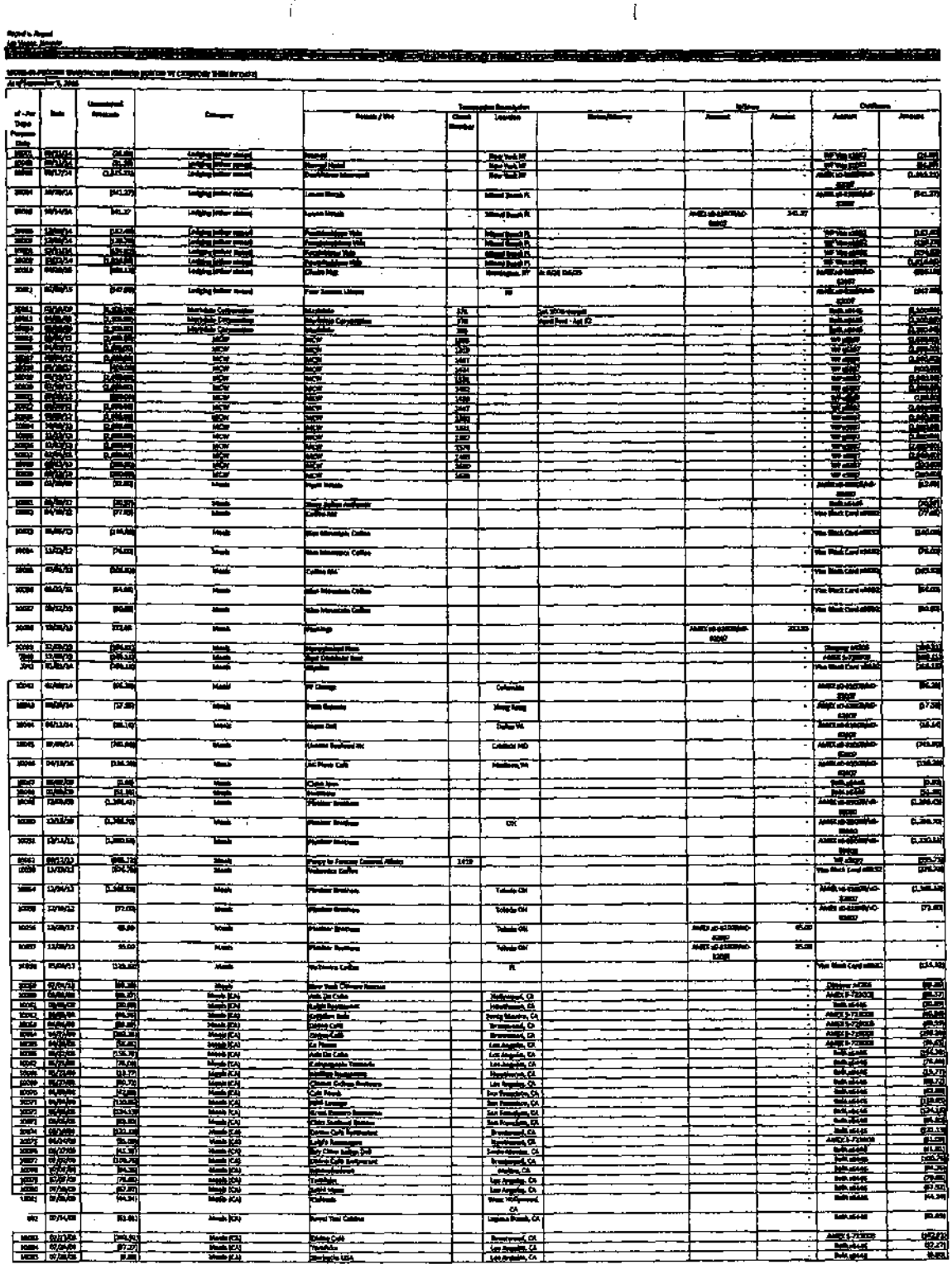


Exhibit 3U.118

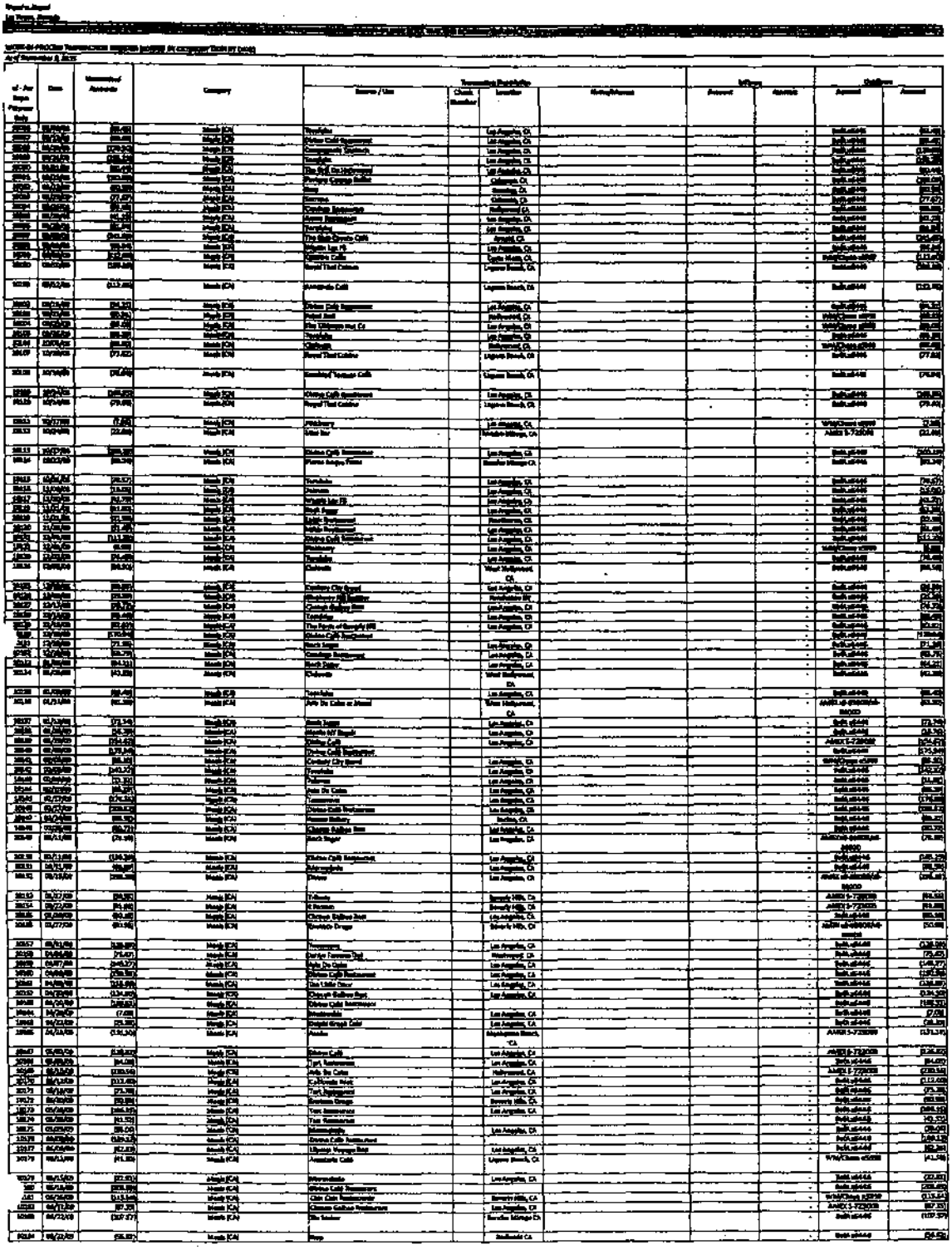


Exhibit 3U.119

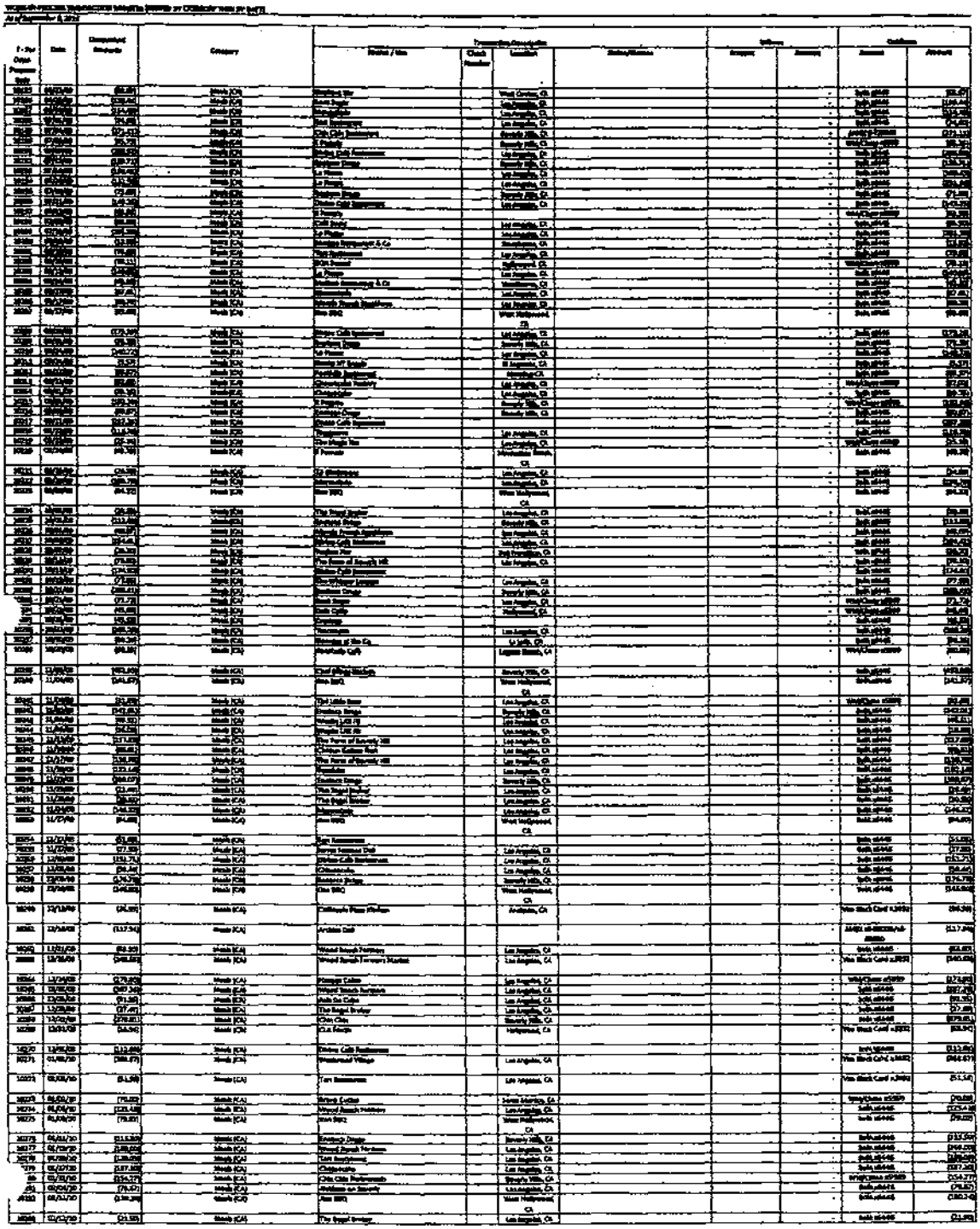


Exhibit 3U.120

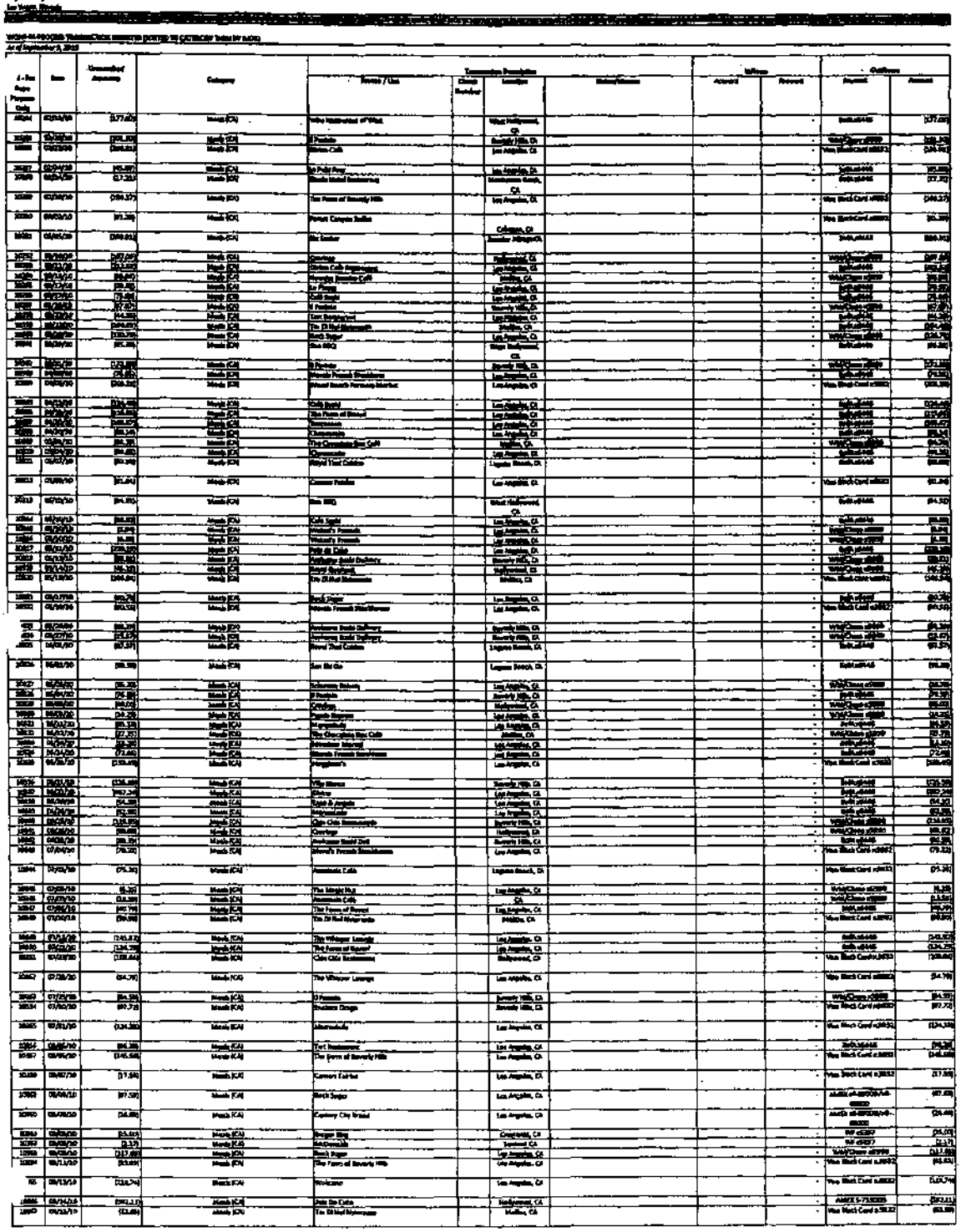


Exhibit 3U.121

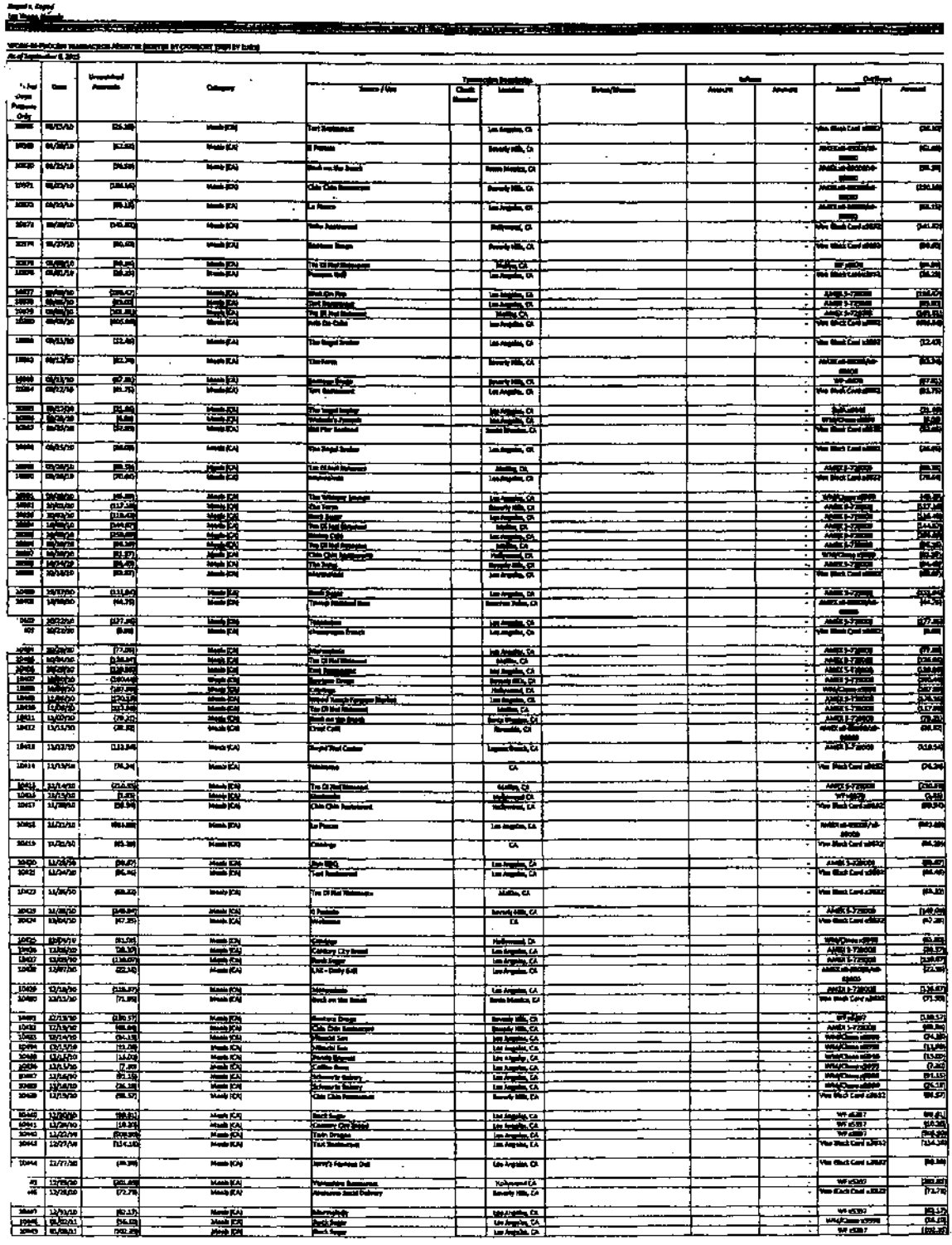


Exhibit 3U.122

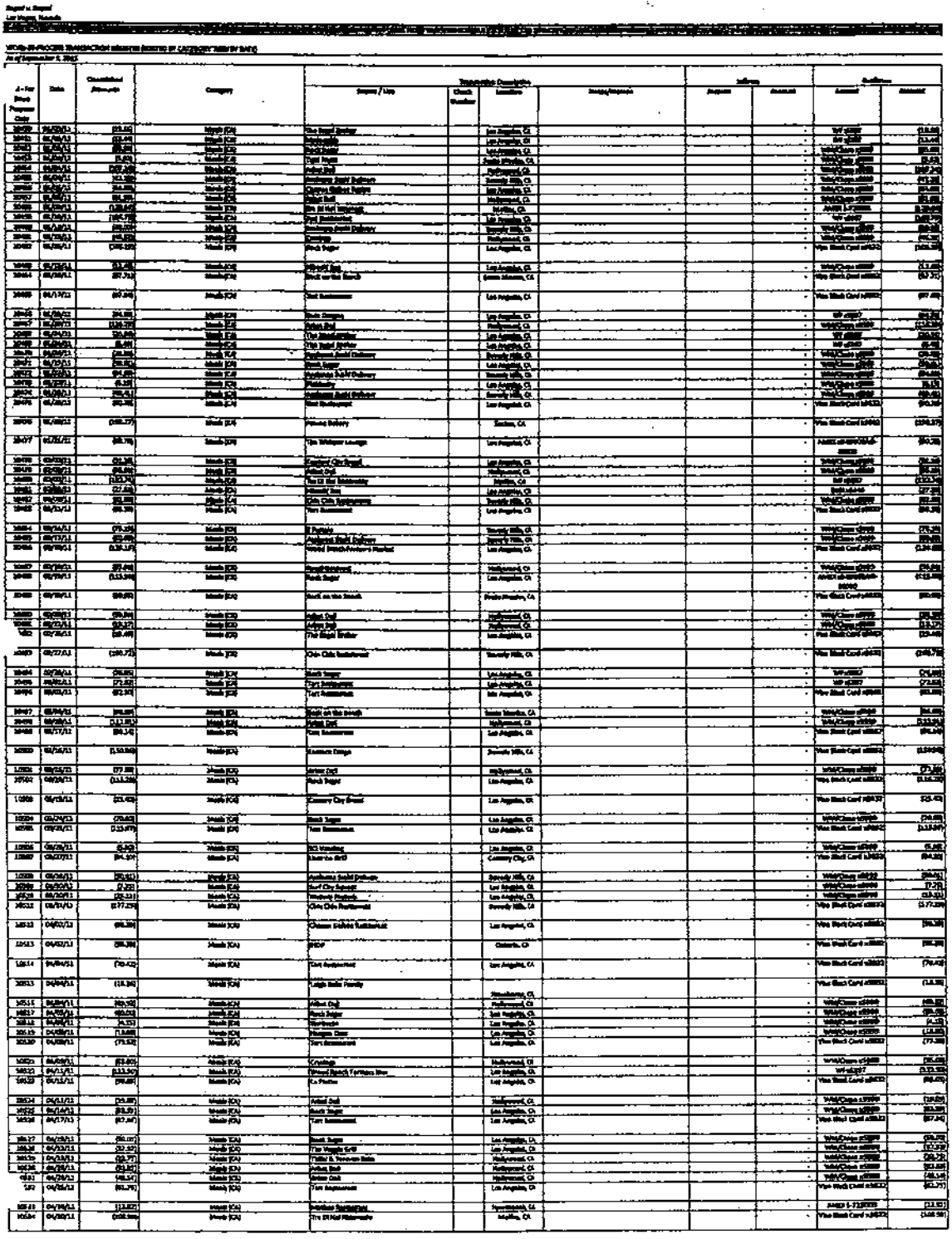


Exhibit 3U.123

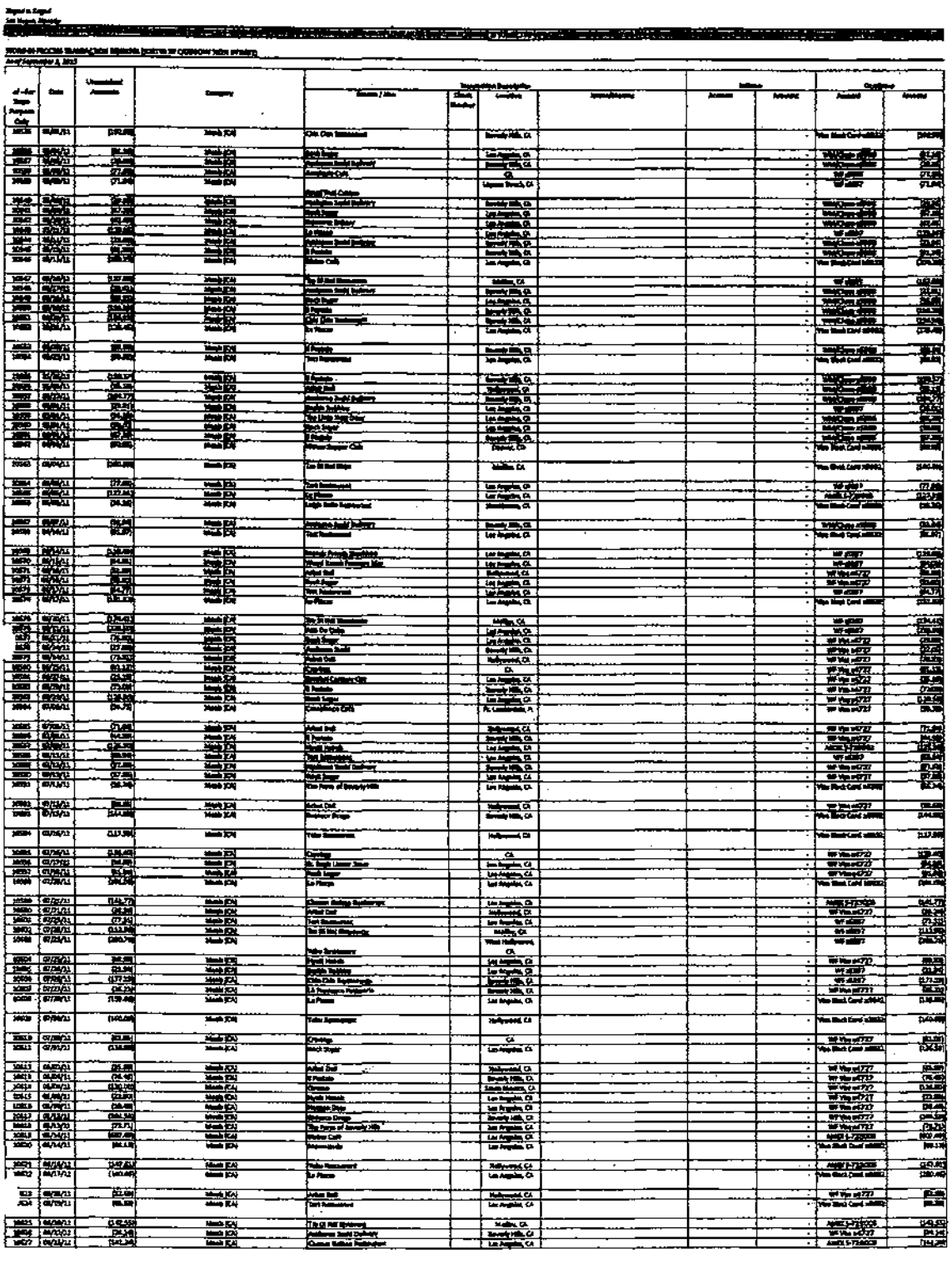


Exhibit 3U.124

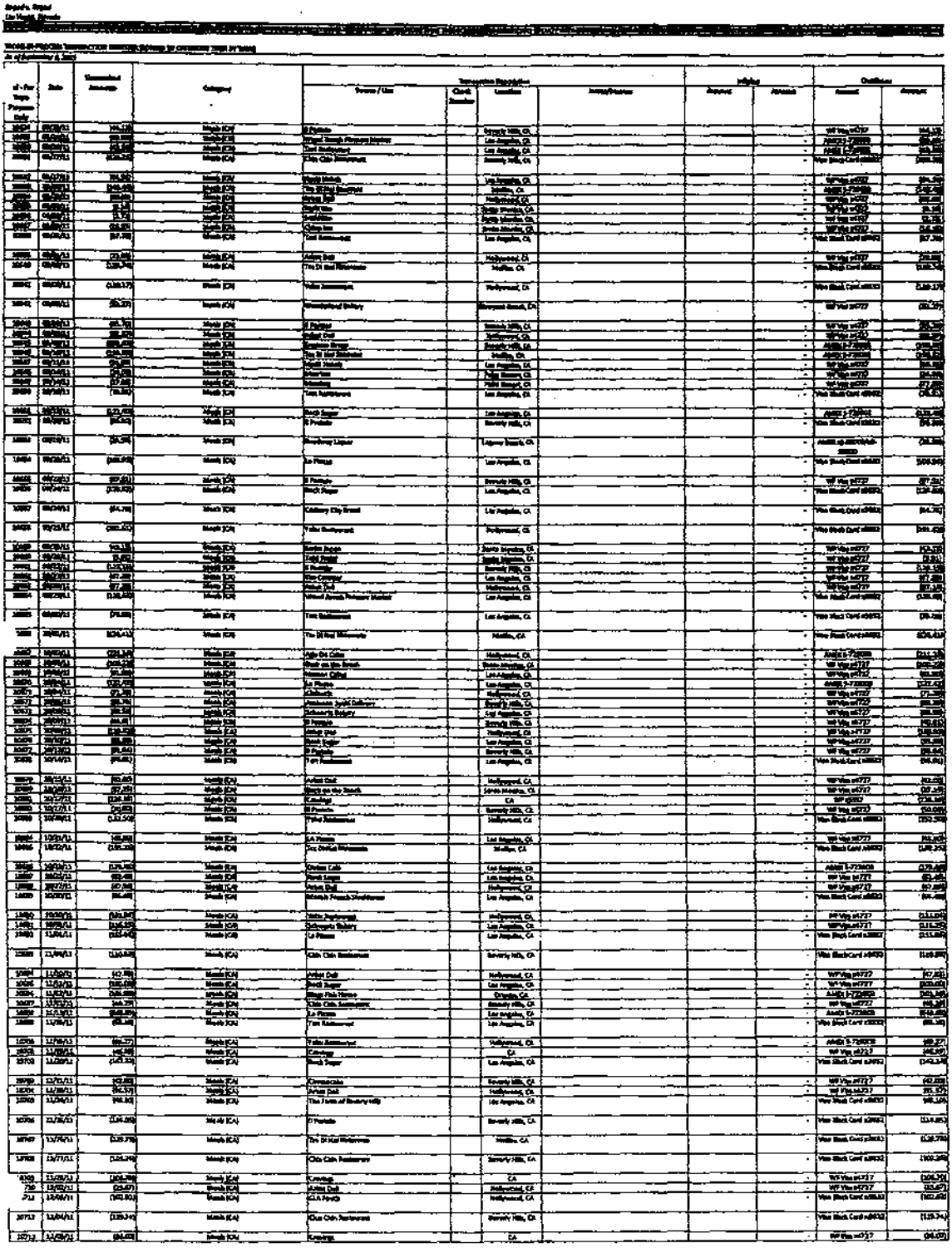


Exhibit 3U.125

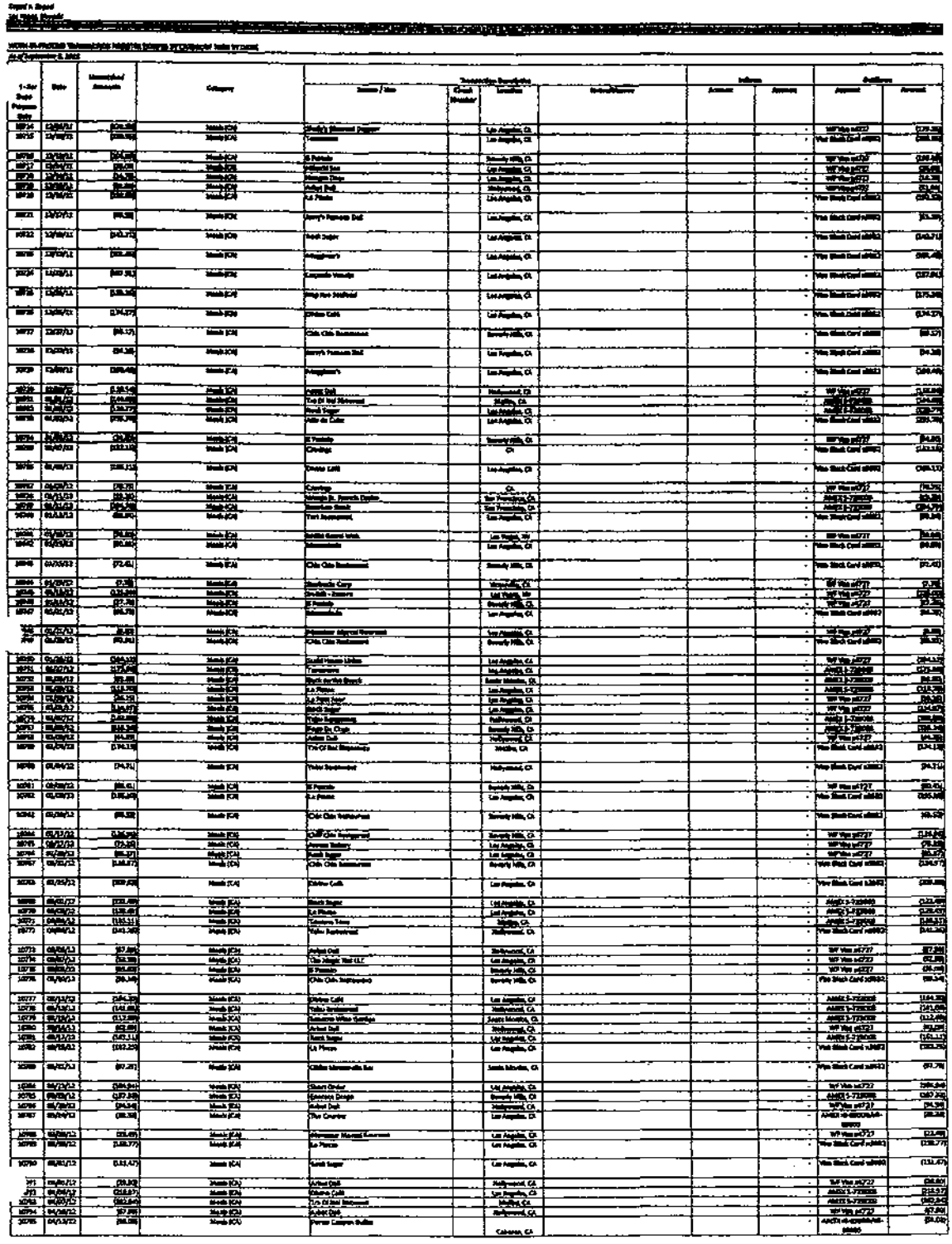


Exhibit 3U.126

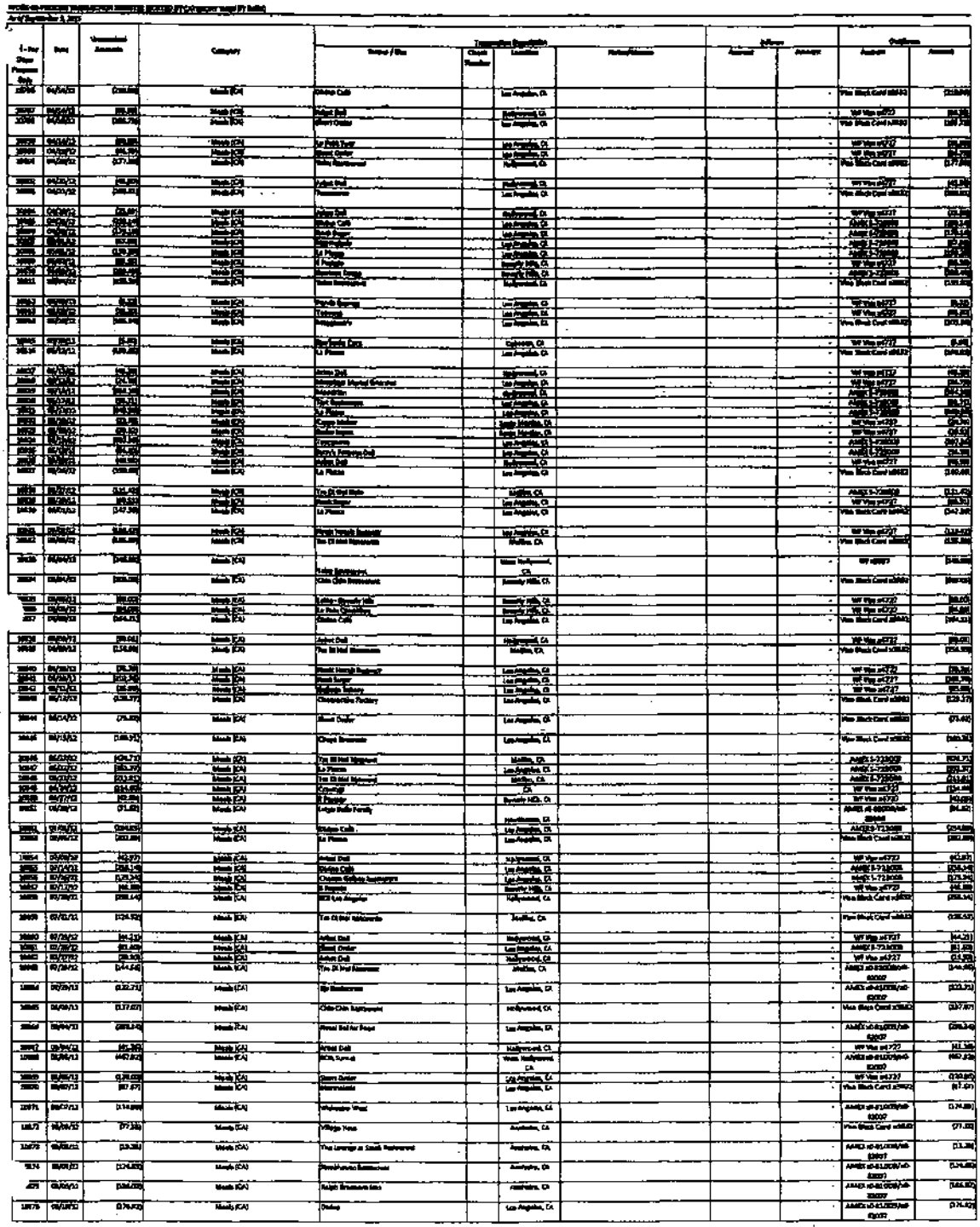


Exhibit 3U.127

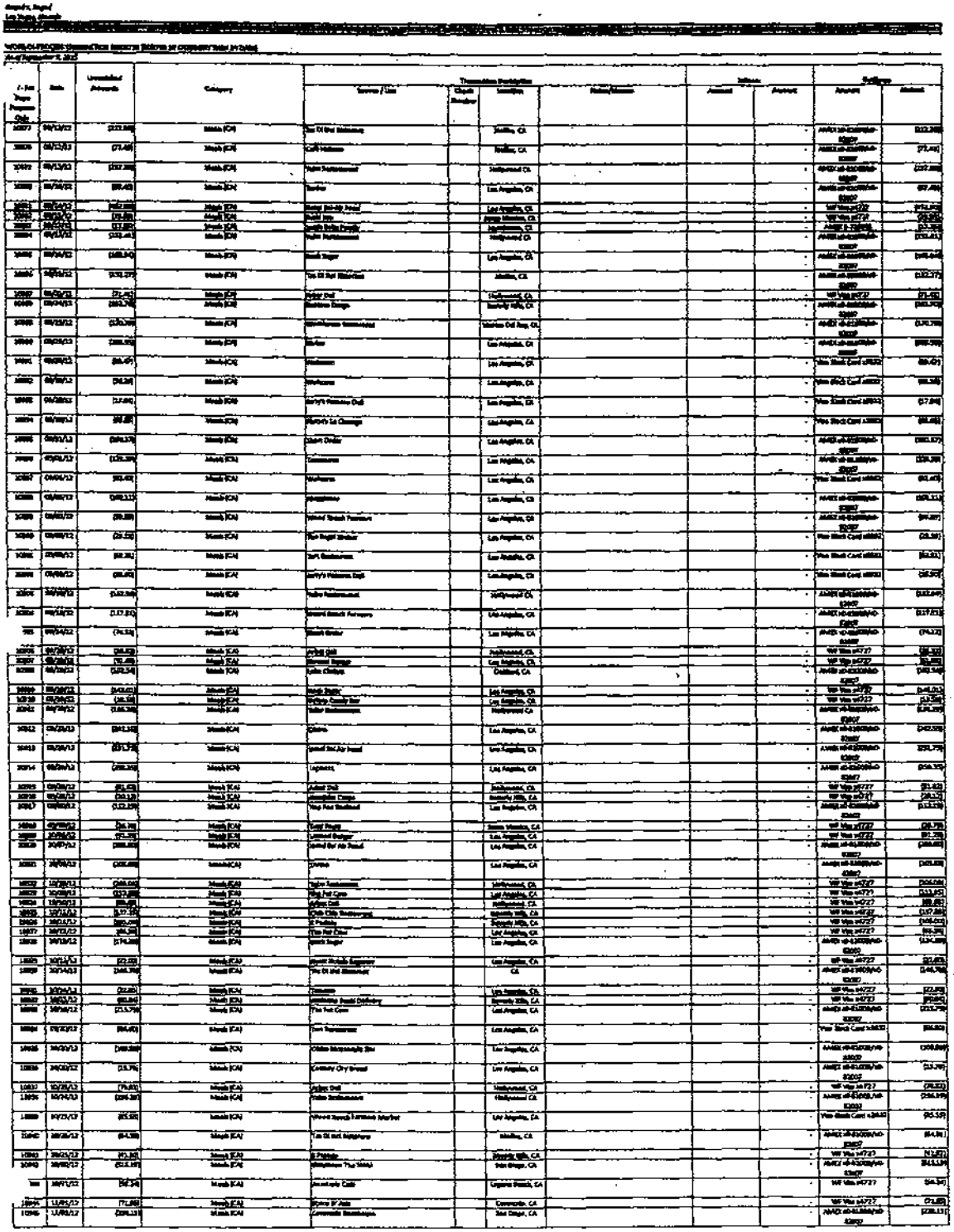


Exhibit 3U.128

[redacted]

# - For Days Payment Only	Date	Unverified Amount	Category	Transaction Description				Inflow		Outflow	
				Source / Use	Check Number	Location	Memo/Reference	Account	Amount	Account	Amount
[redacted]											

Exhibit 3U.129

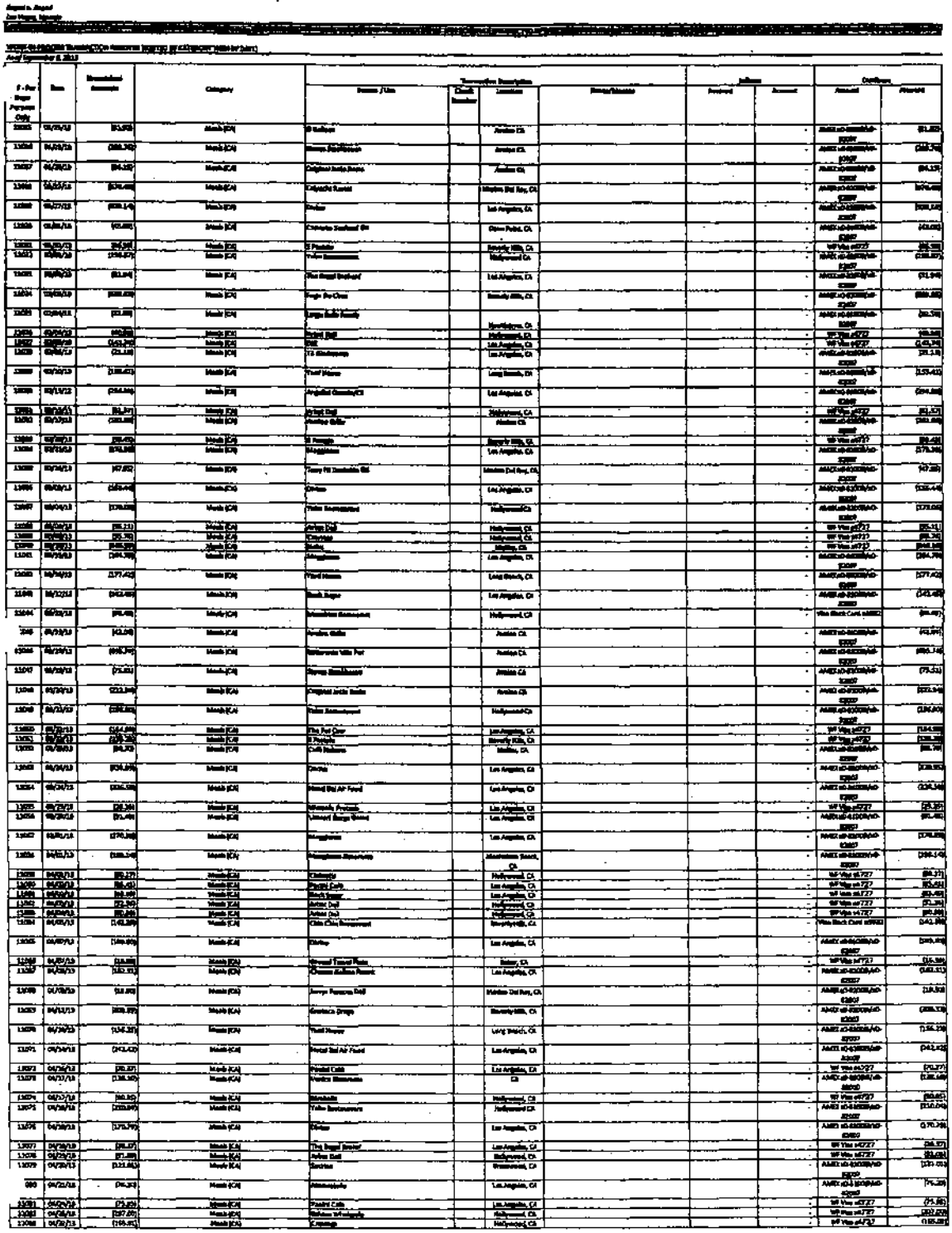


Exhibit 3U.130

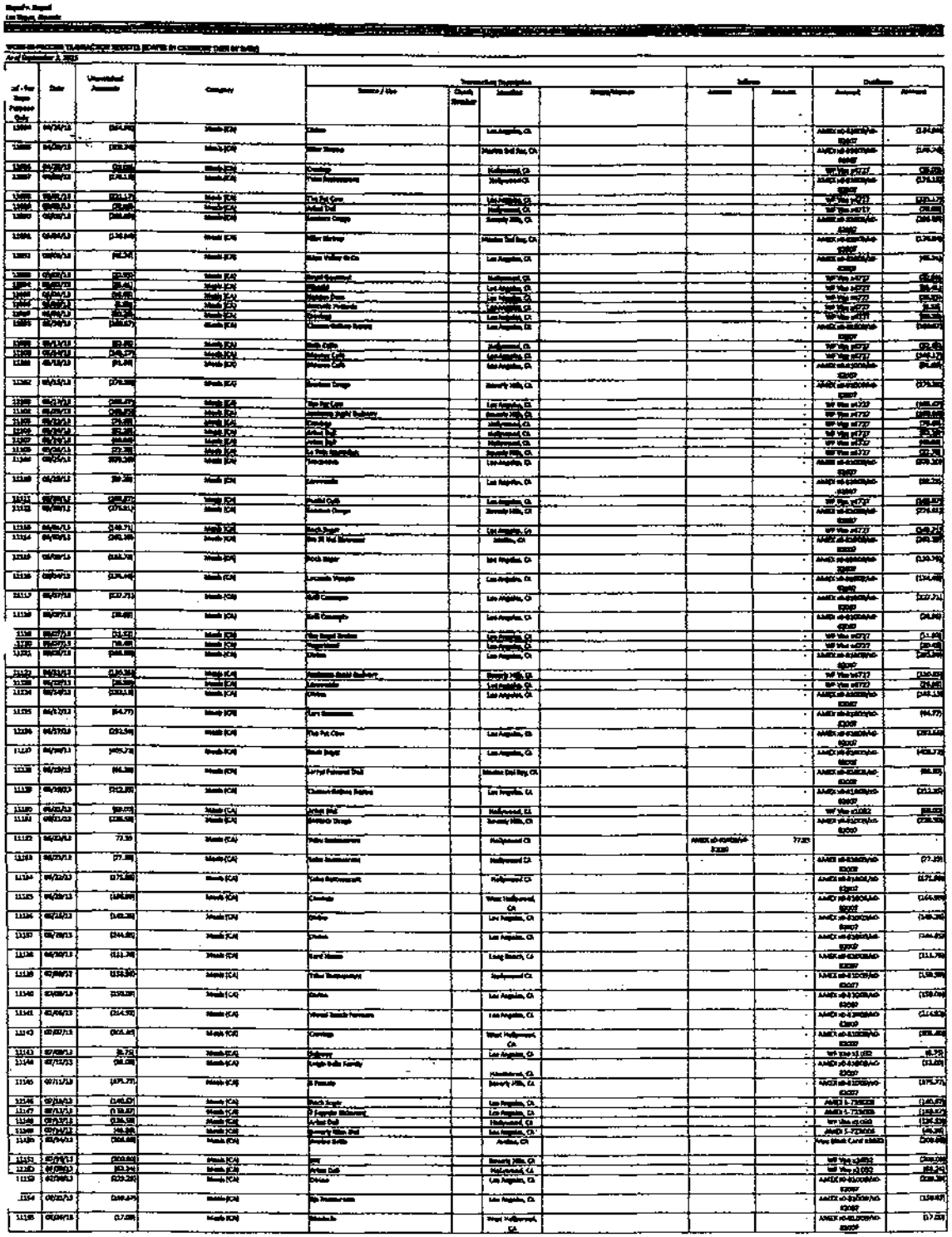


Exhibit 3U.131

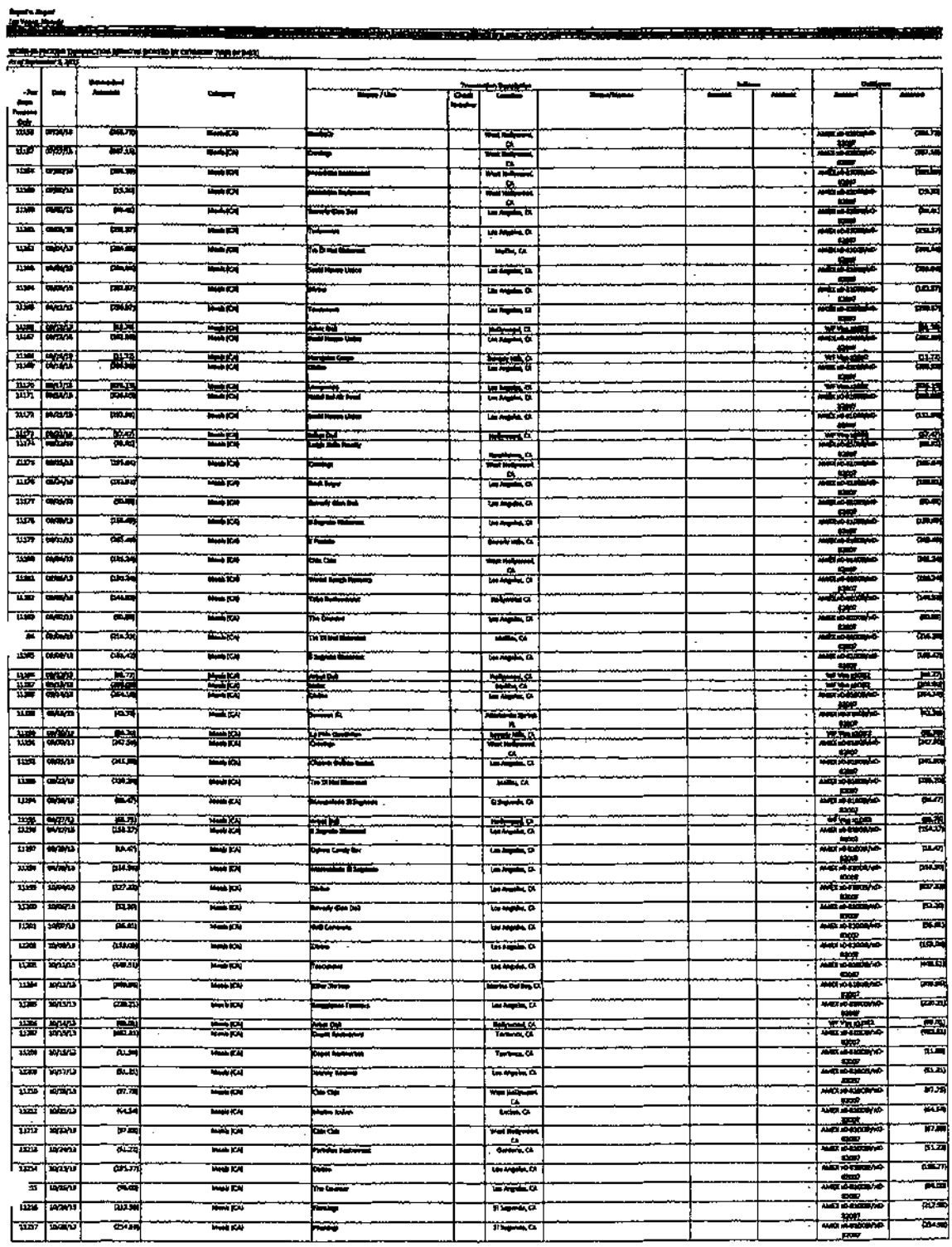


Exhibit 3U.132

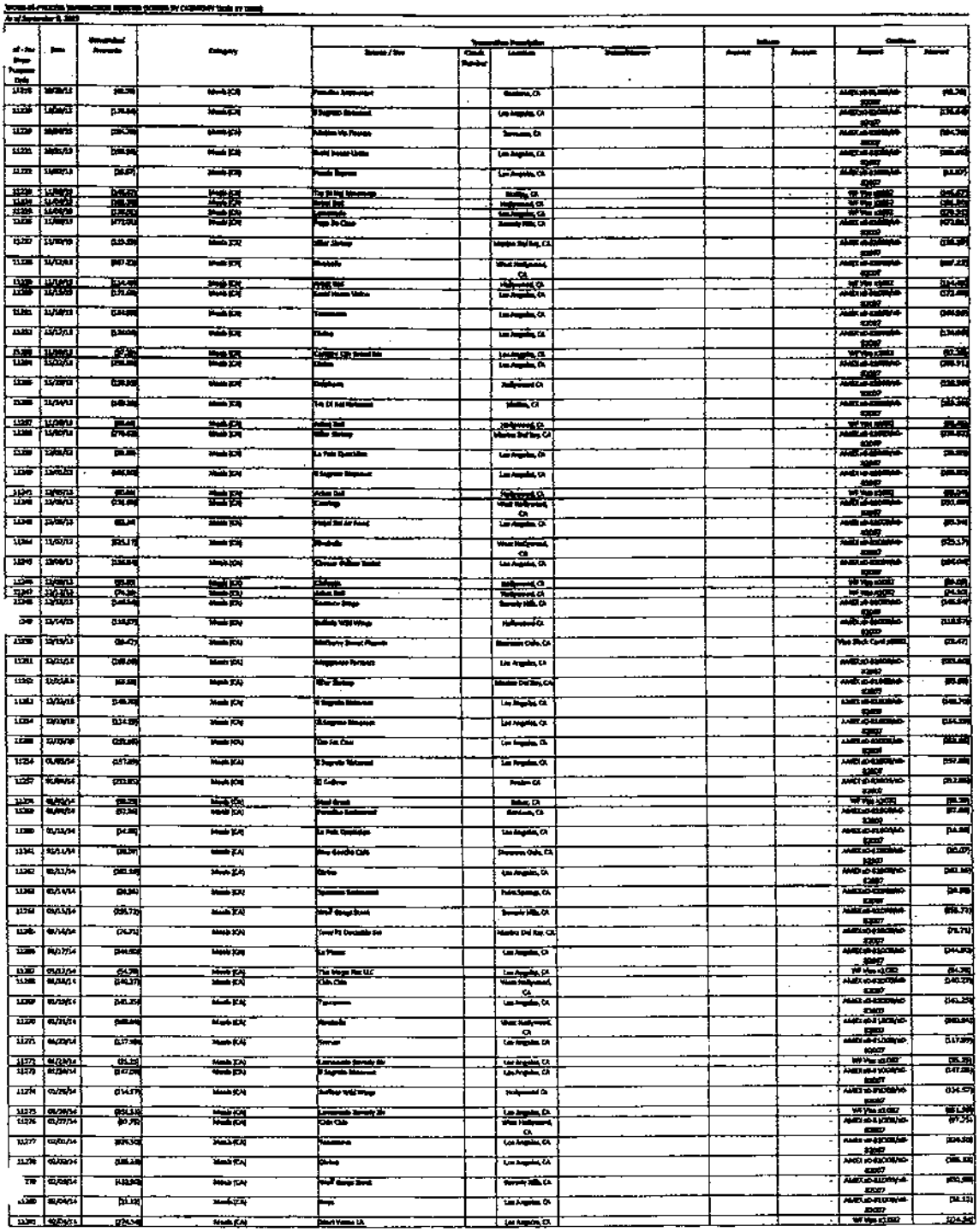


Exhibit 3U.133

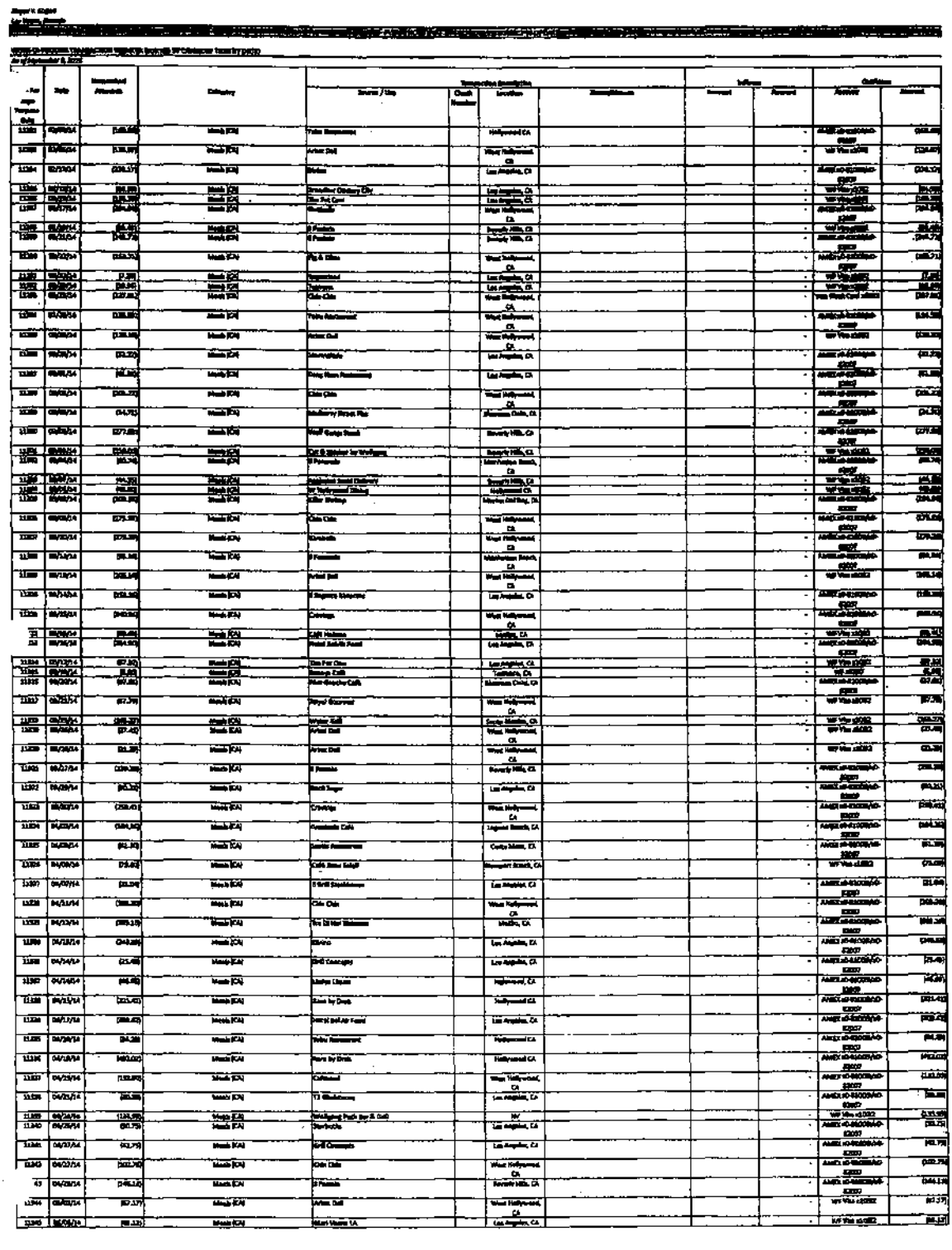


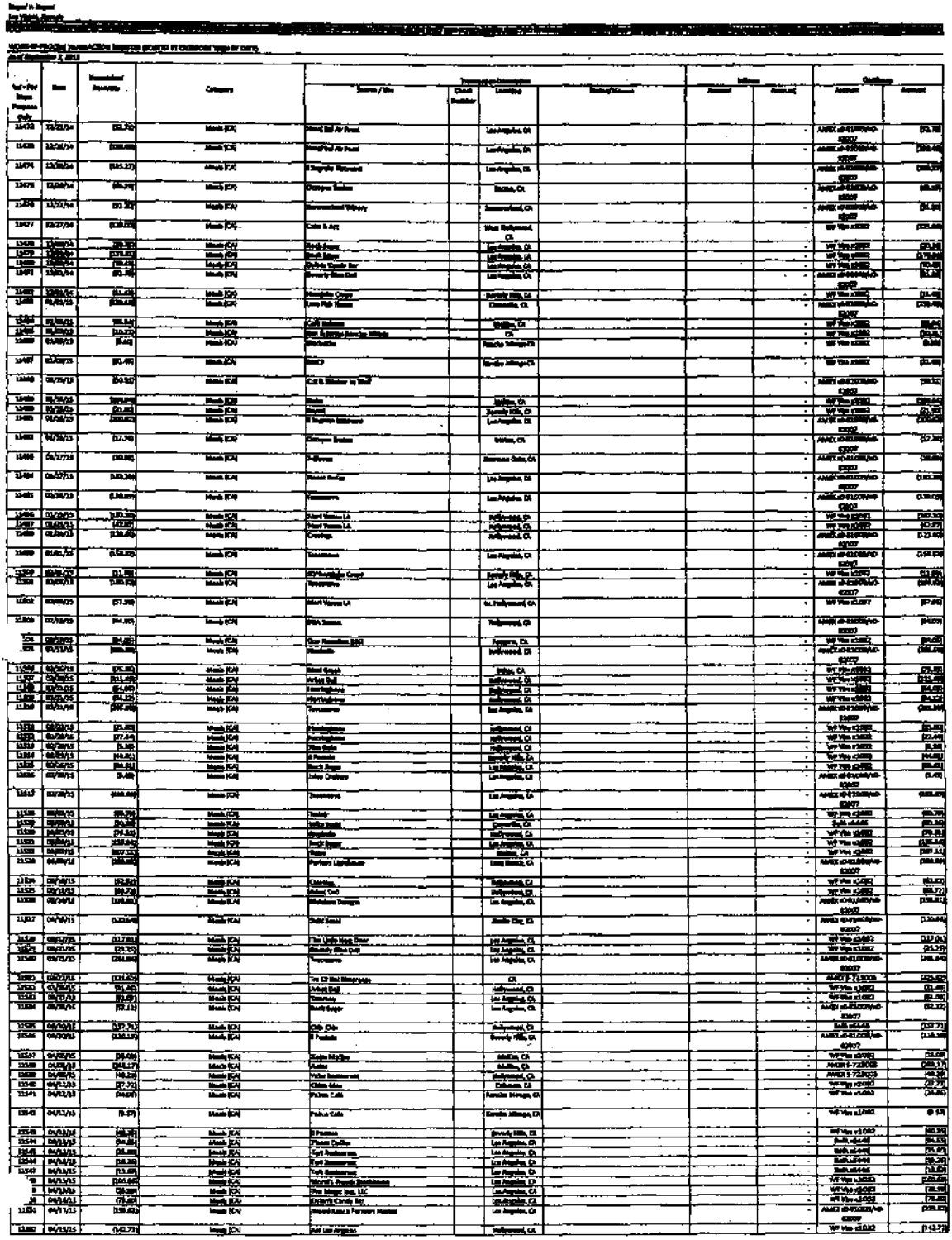
Exhibit 3U.134

[redacted]

# - For Illegible Purposes Only	Date	Unreconciled Difference	Category	Transaction Description				Inflows		Outflows	
				Vendor / Use	Check Number	Location	Notes/Category	Amount	Amount	Amount	Amount
11,948	06/28/24	[1,000.00]	Meals (CA)	El Segundo Restaurant		Los Angeles, CA				-	[340.00]
11,947	06/28/24	[56.40]	Meals (CA)	Starbucks		Los Angeles, CA				-	[56.40]
11,946	06/28/24	[85.04]	Meals (CA)	Chin Chin		West Hollywood, CA				-	[85.04]
11,945	06/27/24	[227.60]	Meals (CA)	Starbucks		West Hollywood, CA				-	[227.60]
11,944	06/27/24	[324.30]	Meals (CA)	Mendocino		West Hollywood, CA				-	[324.30]
11,943	06/26/24	[1,13,700]	Meals (CA)	Beach Bagel		Los Angeles, CA				-	[114.70]
11,942	06/24/24	[80.00]	Meals (CA)	Arthur Bell		West Hollywood, CA				-	[80.00]
11,941	06/24/24	[85.67]	Meals (CA)	Velvet Cell		West Hollywood, CA				-	[85.67]
11,940	06/24/24	[35.71]	Meals (CA)	Backyard Bar & Grille		Burbank, CA				-	[35.71]
11,939	06/24/24	[80.00]	Meals (CA)	Bodega Lounge		Los Angeles, CA				-	[80.00]
11,938	06/24/24	[84.00]	Meals (CA)	Tavern		Los Angeles, CA				-	[84.00]
11,937	06/21/24	[135.00]	Meals (CA)	Tavern 626		Los Angeles, CA				-	[135.00]
11,936	06/21/24	[127.00]	Meals (CA)	El Segundo Restaurant		Los Angeles, CA				-	[127.00]
11,935	06/20/24	[31.00]	Meals (CA)	Chick Hops Cafe		Los Angeles, CA				-	[31.00]
11,934	06/20/24	[44.00]	Meals (CA)	Starbucks		West Hollywood, CA				-	[44.00]
11,933	06/20/24	[131.11]	Meals (CA)	Chilantro		West Hollywood, CA				-	[131.11]
11,932	06/20/24	[230.00]	Meals (CA)	Catamaran		West Hollywood, CA				-	[230.00]
11,931	06/19/24	[35.00]	Meals (CA)	Panda Express		Pasadena, CA				-	[35.00]
11,930	06/18/24	[204.04]	Meals (CA)	Starbucks		West Hollywood, CA				-	[204.04]
11,929	06/18/24	[127.32]	Meals (CA)	Tutto Restaurant		West Hollywood, CA				-	[127.32]
11,928	06/18/24	[188.71]	Meals (CA)	Chin Chin		West Hollywood, CA				-	[188.71]
11,927	06/17/24	[55.00]	Meals (CA)	Pizza at Hotel Maya		Long Beach, CA				-	[55.00]
11,926	06/17/24	[80.00]	Meals (CA)	Saint Vincent LA		Los Angeles, CA				-	[80.00]
11,925	06/17/24	[350.00]	Meals (CA)	Gibbys		Malibu, CA				-	[350.00]
11,924	06/17/24	[45.00]	Meals (CA)	Chilantro		West Hollywood, CA				-	[45.00]
11,923	06/17/24	[340.00]	Meals (CA)	Tavern		Los Angeles, CA				-	[340.00]
11,922	06/14/24	[21.47]	Meals (CA)	Mulberry Street Pizz		Sherman Oaks, CA				-	[21.47]
11,921	06/14/24	[80.00]	Meals (CA)	The Hamilton Mi		West Hollywood, CA				-	[80.00]
11,920	06/14/24	[342.50]	Meals (CA)	Manhattan		West Hollywood, CA				-	[342.50]
11,919	06/13/24	[80.14]	Meals (CA)	Chin Chin		West Hollywood, CA				-	[80.14]
11,918	06/13/24	[142.04]	Meals (CA)	Gott Cafe Stone		Laguna Beach, CA				-	[142.04]
11,917	06/12/24	[86.50]	Meals (CA)	El Pastelo		Beverly Hills, CA				-	[86.50]
11,916	06/12/24	[70.95]	Meals (CA)	Newport Beach Pelican		Newport Beach, CA				-	[70.95]
11,915	06/11/24	[104.34]	Meals (CA)	Chin Chin		West Hollywood, CA				-	[104.34]
11,914	06/10/24	[27.58]	Meals (CA)	Panda Express		Newport Beach, CA				-	[27.58]
11,913	06/10/24	[28.32]	Meals (CA)	Bistro Paradise		Newport Beach, CA				-	[28.32]
11,912	06/06/24	[50.55]	Meals (CA)	Starbucks		Los Angeles, CA				-	[50.55]
11,911	06/06/24	[256.43]	Meals (CA)	Cravings		West Hollywood, CA				-	[256.43]
11,910	05/30/24	[82.40]	Meals (CA)	El Pastelo		Beverly Hills, CA				-	[82.40]
11,909	05/29/24	[19.75]	Meals (CA)	Starbucks		Los Angeles, CA				-	[19.75]
11,908	05/29/24	[227.32]	Meals (CA)	Tavern626		Los Angeles, CA				-	[227.32]
11,907	05/28/24	[71.98]	Meals (CA)	Jersey		Marina Del Rey, CA				-	[71.98]
11,906	05/21/24	[104.88]	Meals (CA)	Starbucks		West Hollywood, CA				-	[104.88]
11,905	05/16/24	[158.40]	Meals (CA)	Saint Vincent LA		Los Angeles, CA				-	[158.40]
11,904	05/16/24	[80.00]	Meals (CA)	Delilah		West Hollywood, CA				-	[80.00]
11,903	05/14/24	[75.00]	Meals (CA)	Arthur Bell		West Hollywood, CA				-	[75.00]
11,902	05/14/24	[174.01]	Meals (CA)	Cravings		West Hollywood, CA				-	[174.01]
11,901	05/13/24	[166.00]	Meals (CA)	El Segundo Restaurant		Los Angeles, CA				-	[166.00]
11,900	05/13/24	[35.00]	Meals (CA)	Cravings		West Hollywood, CA				-	[35.00]
11,899	05/13/24	[81.26]	Meals (CA)	Chin Chin		West Hollywood, CA				-	[81.26]
11,898	05/13/24	[304.34]	Meals (CA)	Catamaran Seafood M		Newport Beach, CA				-	[304.34]
11,897	05/09/24	[194.89]	Meals (CA)	Ashoka Restaurant		Irvine, CA				-	[194.89]
11,896	05/09/24	[887.18]	Meals (CA)	Dinner		Los Angeles, CA				-	[887.18]
11,895	05/07/24	[80.00]	Meals (CA)	Tin Di Mal Restaurant		Malibu, CA				-	[80.00]
11,894	05/03/24	[134.48]	Meals (CA)	Rosalie Italian		West Hollywood, CA				-	[134.48]
11,893	04/30/24	[148.09]	Meals (CA)	Black Sugar		Los Angeles, CA				-	[148.09]
11,892	04/29/24	[115.34]	Meals (CA)	Petit Ambassade		West Hollywood, CA				-	[115.34]
11,891	04/23/24	[45.39]	Meals (CA)	Bodega Lounge		Los Angeles, CA				-	[45.39]
11,890	04/23/24	[136.36]	Meals (CA)	Bodega Lounge		Los Angeles, CA				-	[136.36]
11,889	04/23/24	[45.39]	Meals (CA)	Tavern626		Los Angeles, CA				-	[45.39]
11,888	04/19/24	[67.34]	Meals (CA)	Arthur Bell		West Hollywood, CA				-	[67.34]
11,887	04/14/24	[144.50]	Meals (CA)	Chilantro		Los Angeles, CA				-	[144.50]
11,886	04/10/24	[134.31]	Meals (CA)	Social House		Los Angeles, CA				-	[134.31]

Exhibit 3U.135

Exhibit 3U.136



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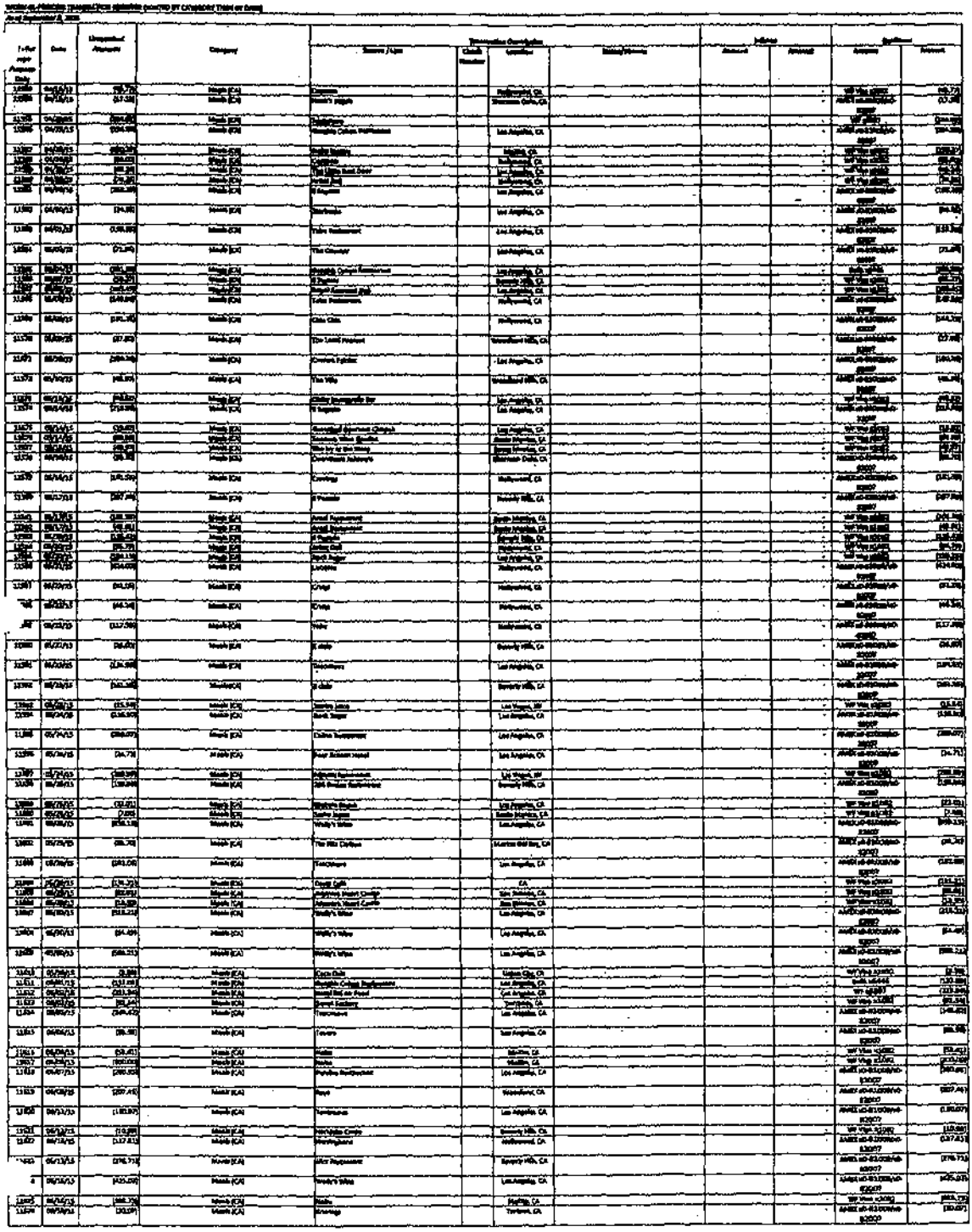

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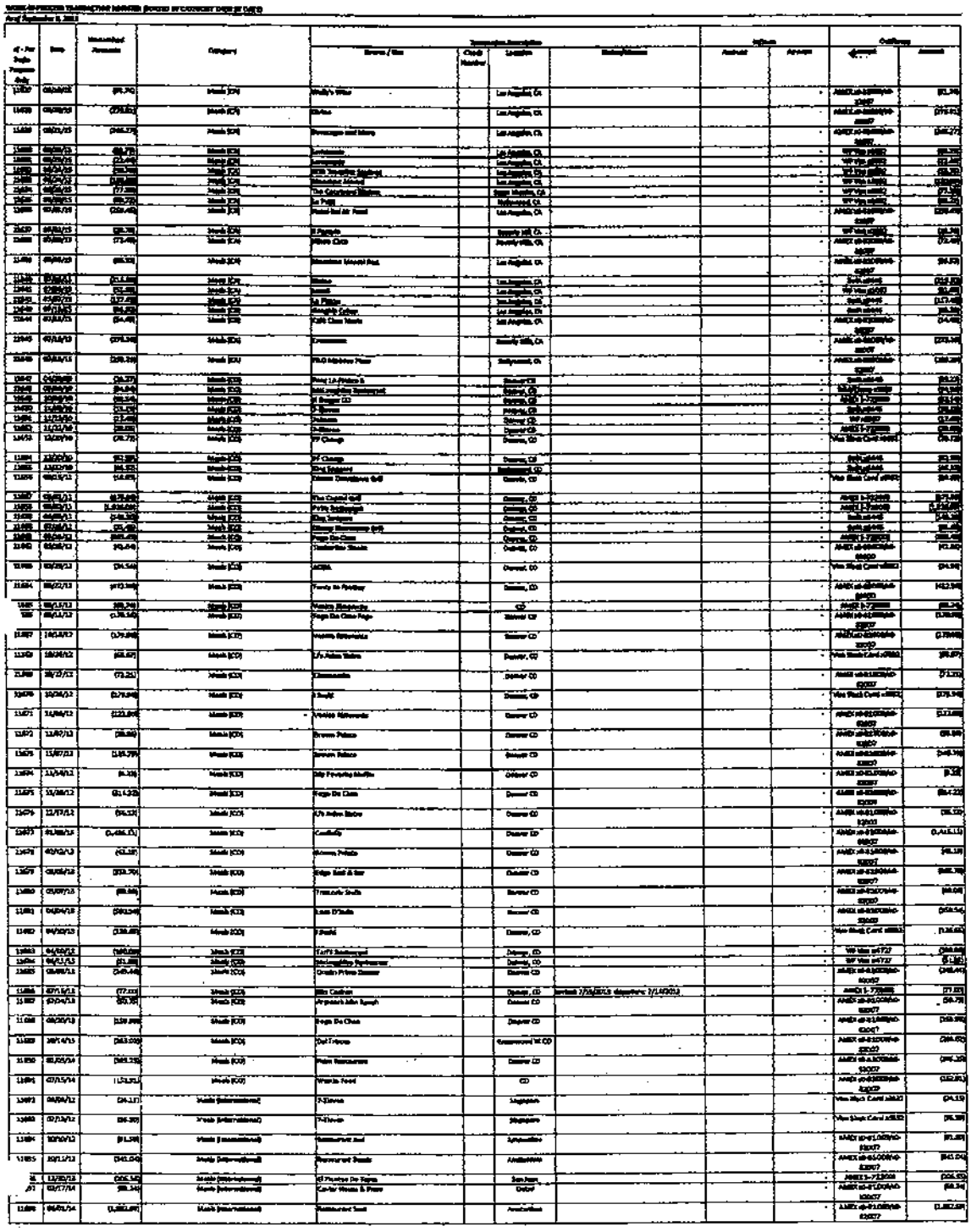

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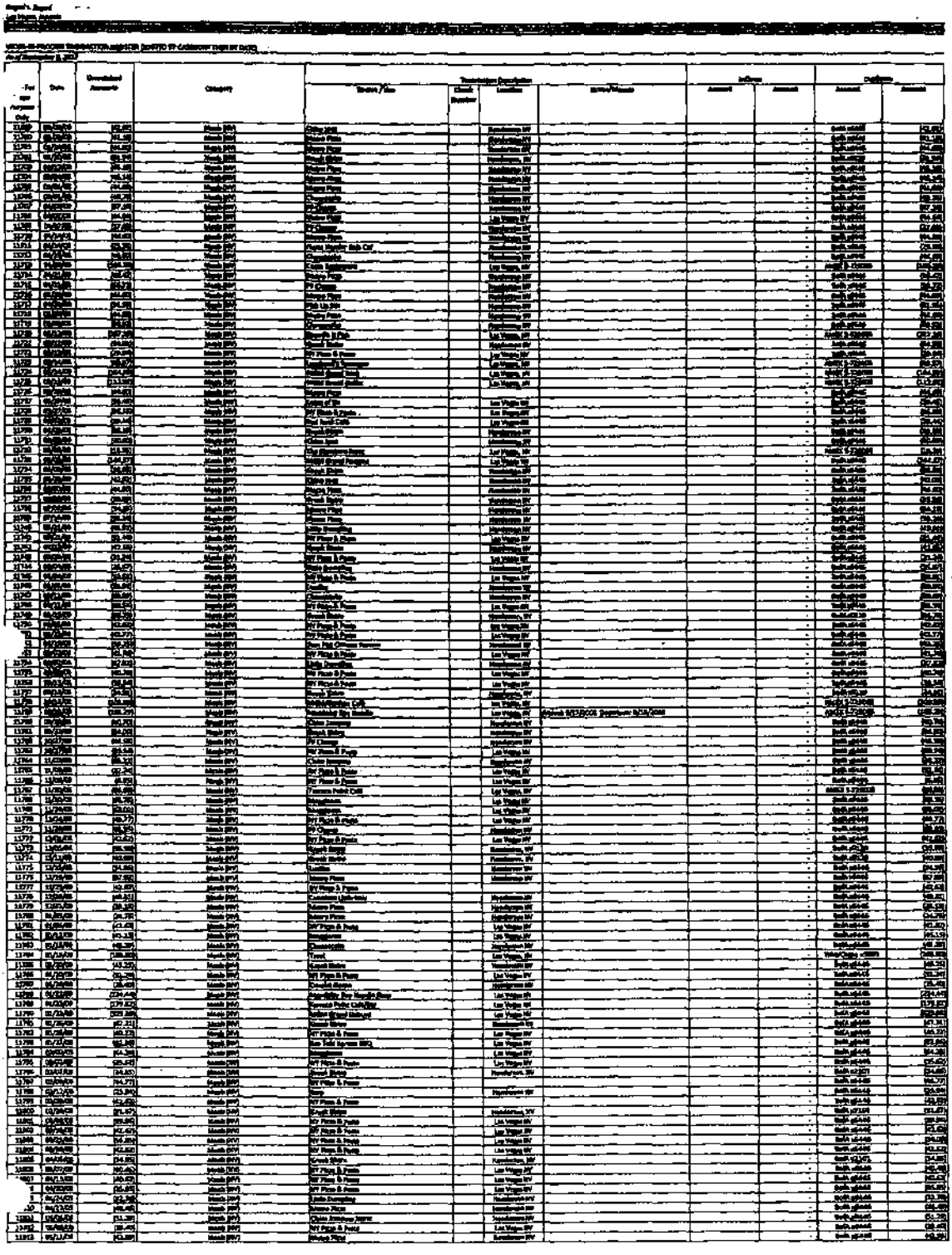

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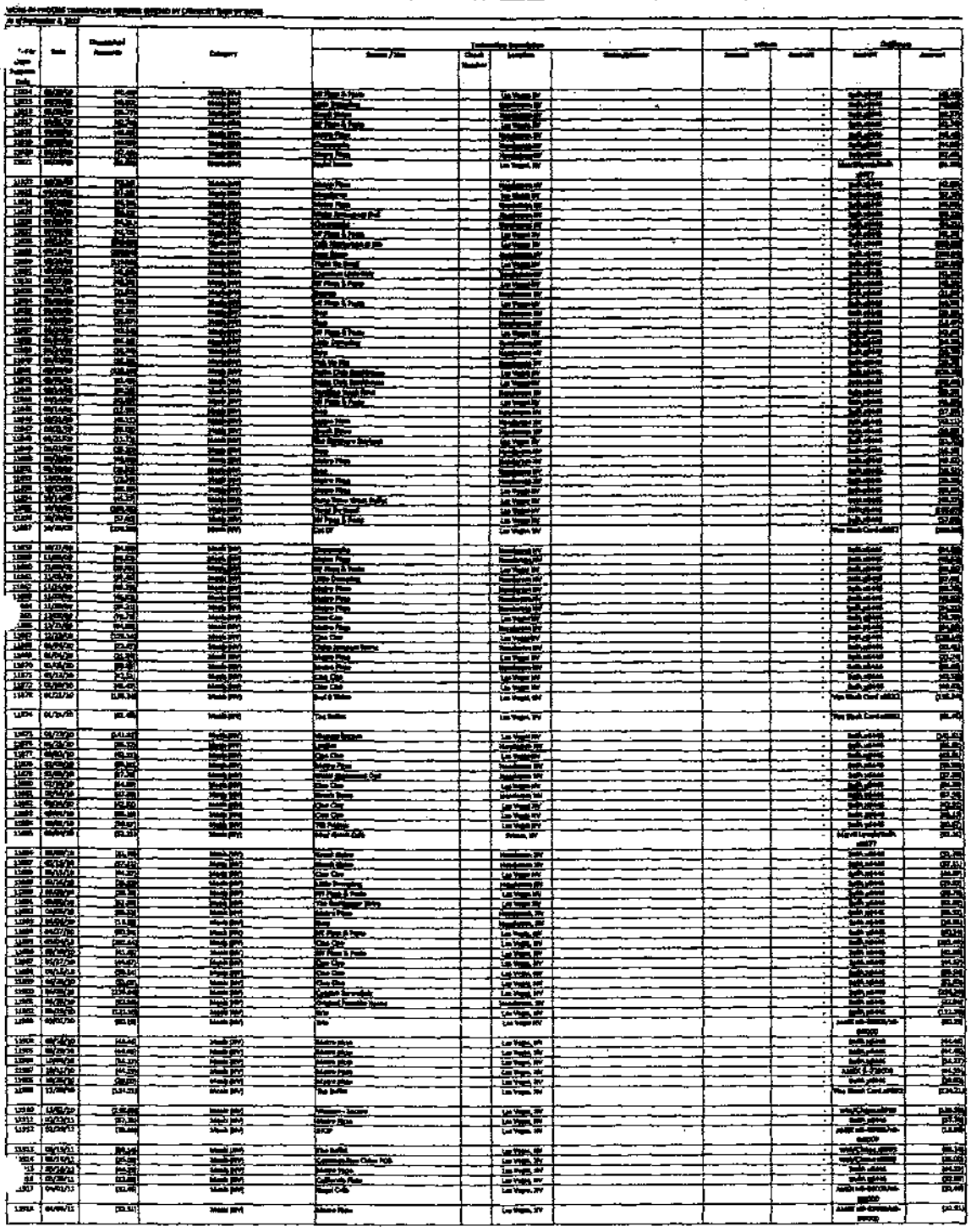

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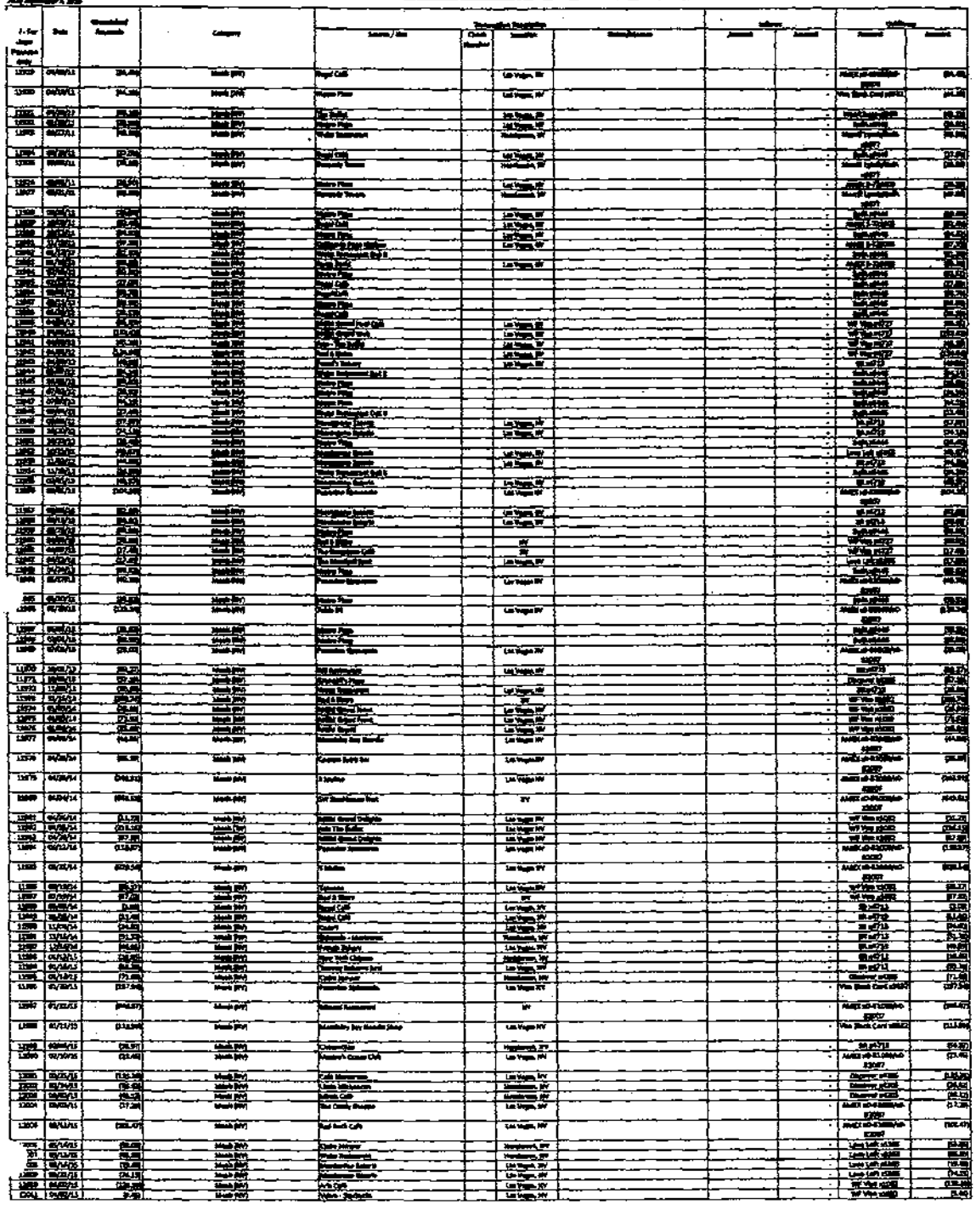

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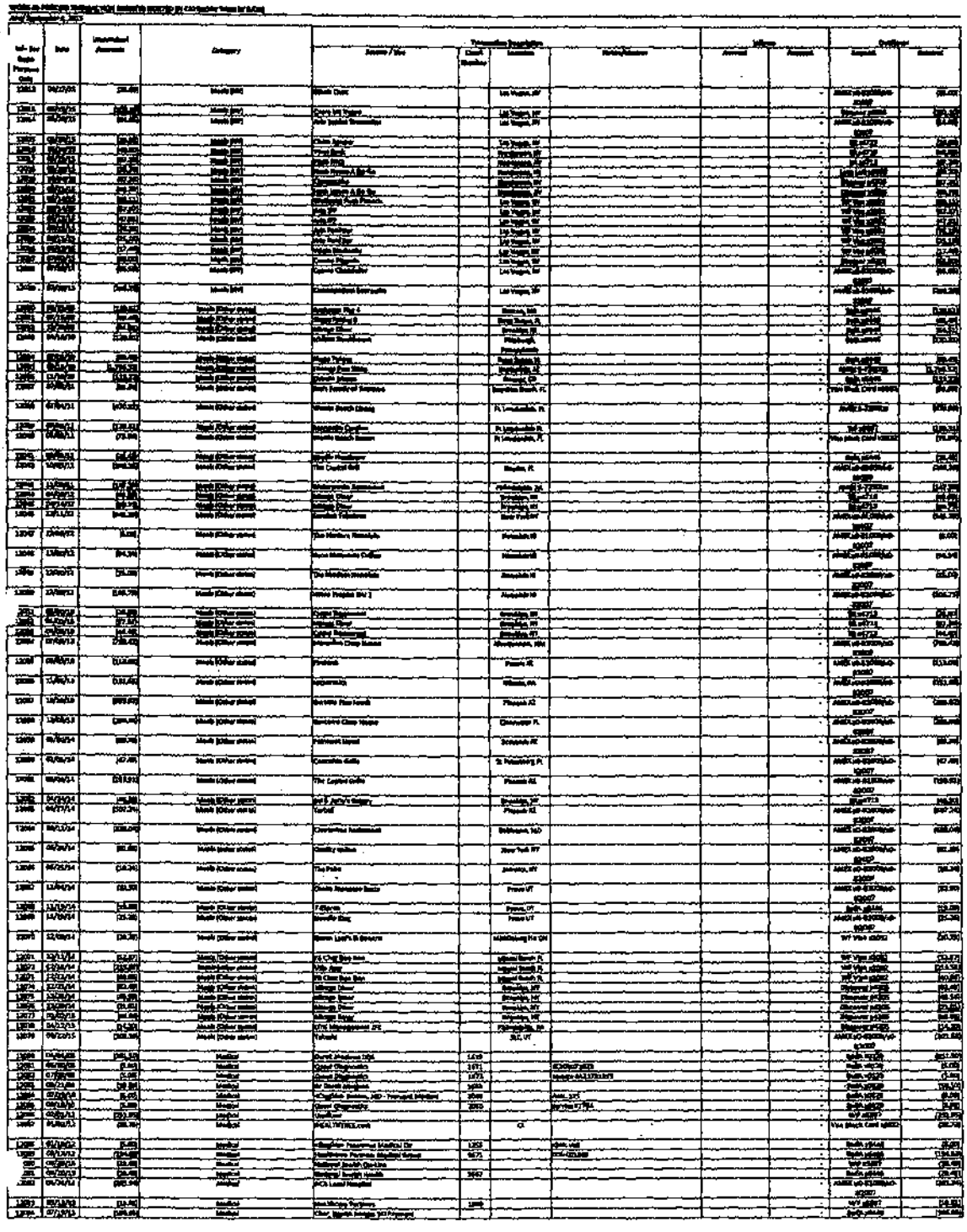

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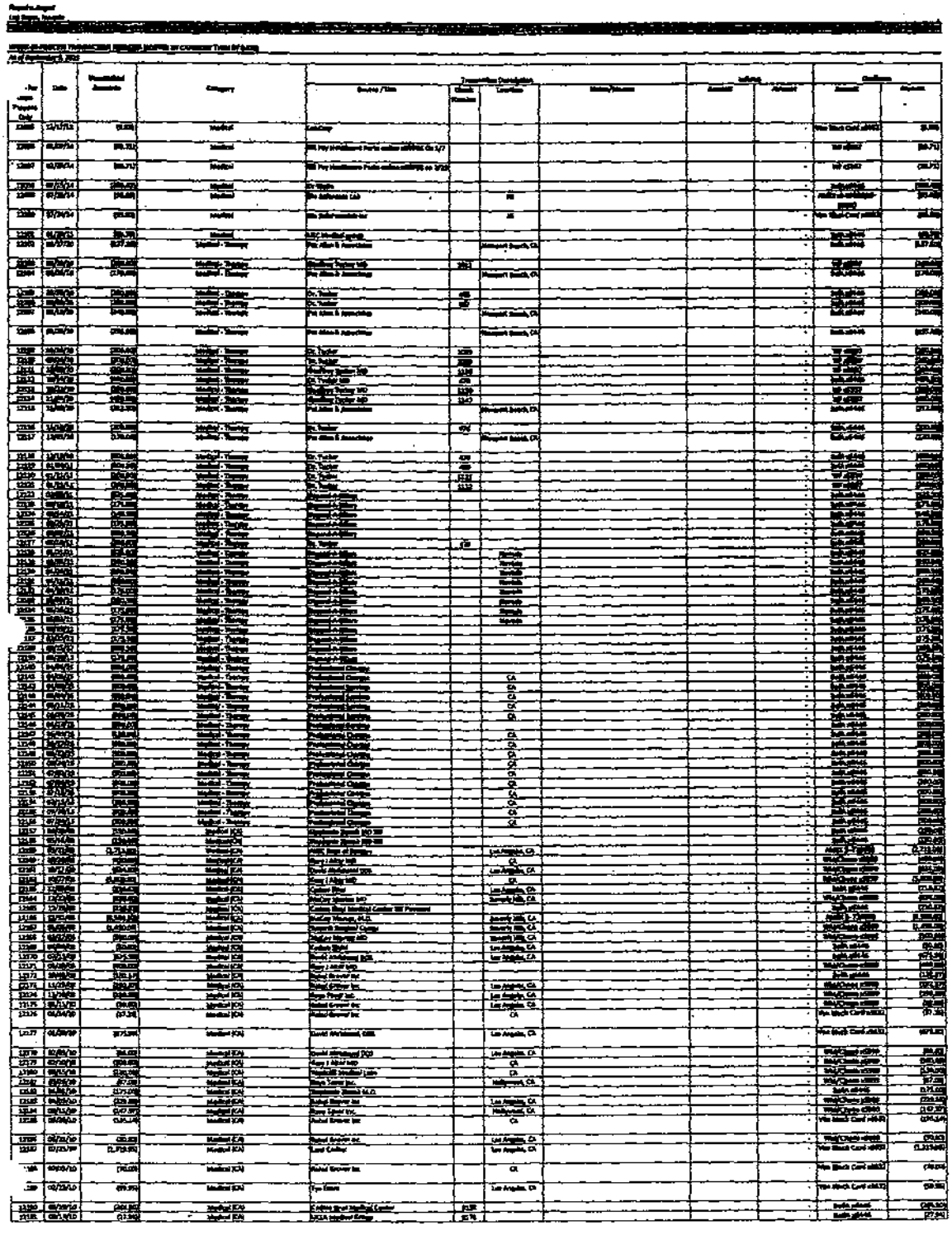

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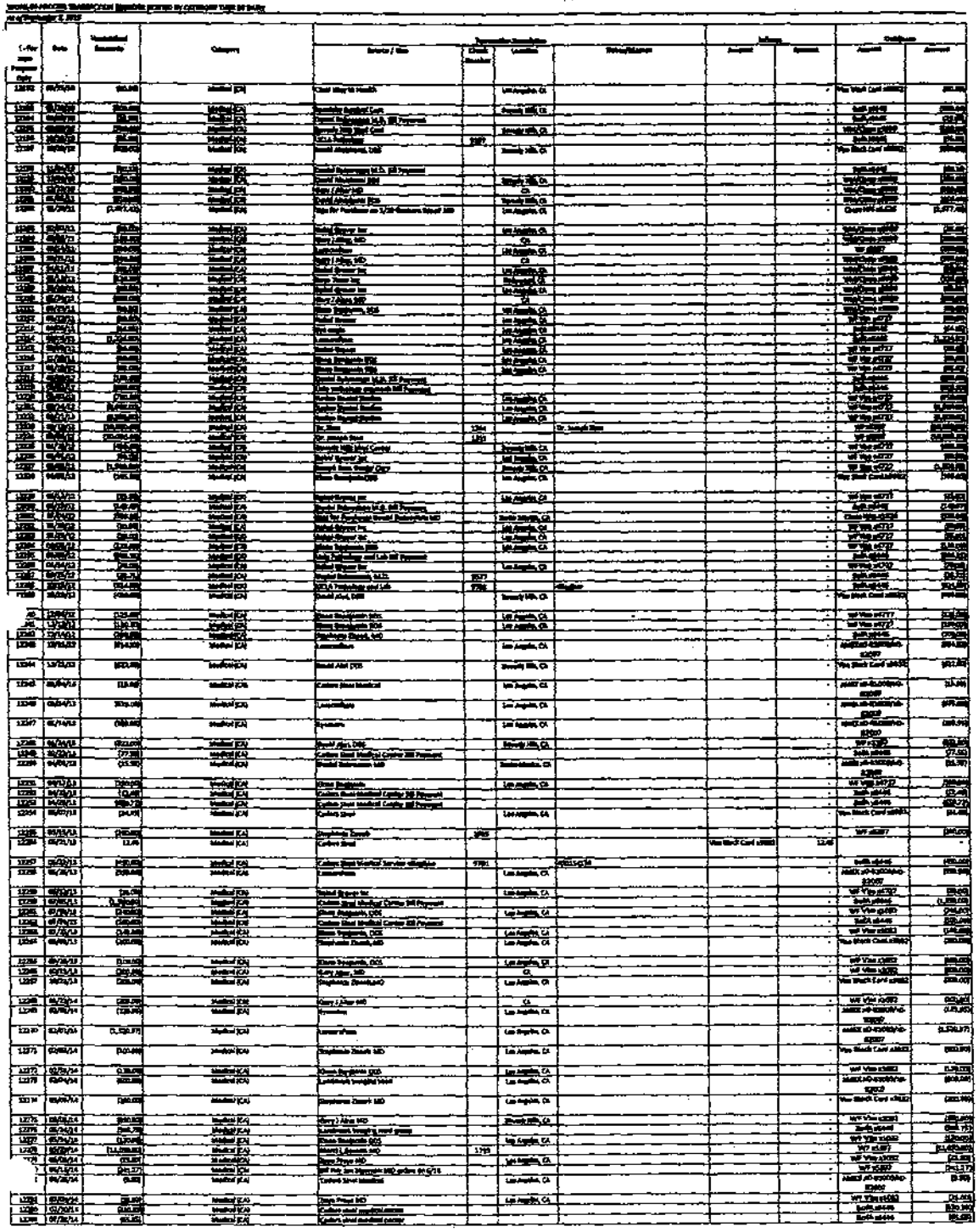

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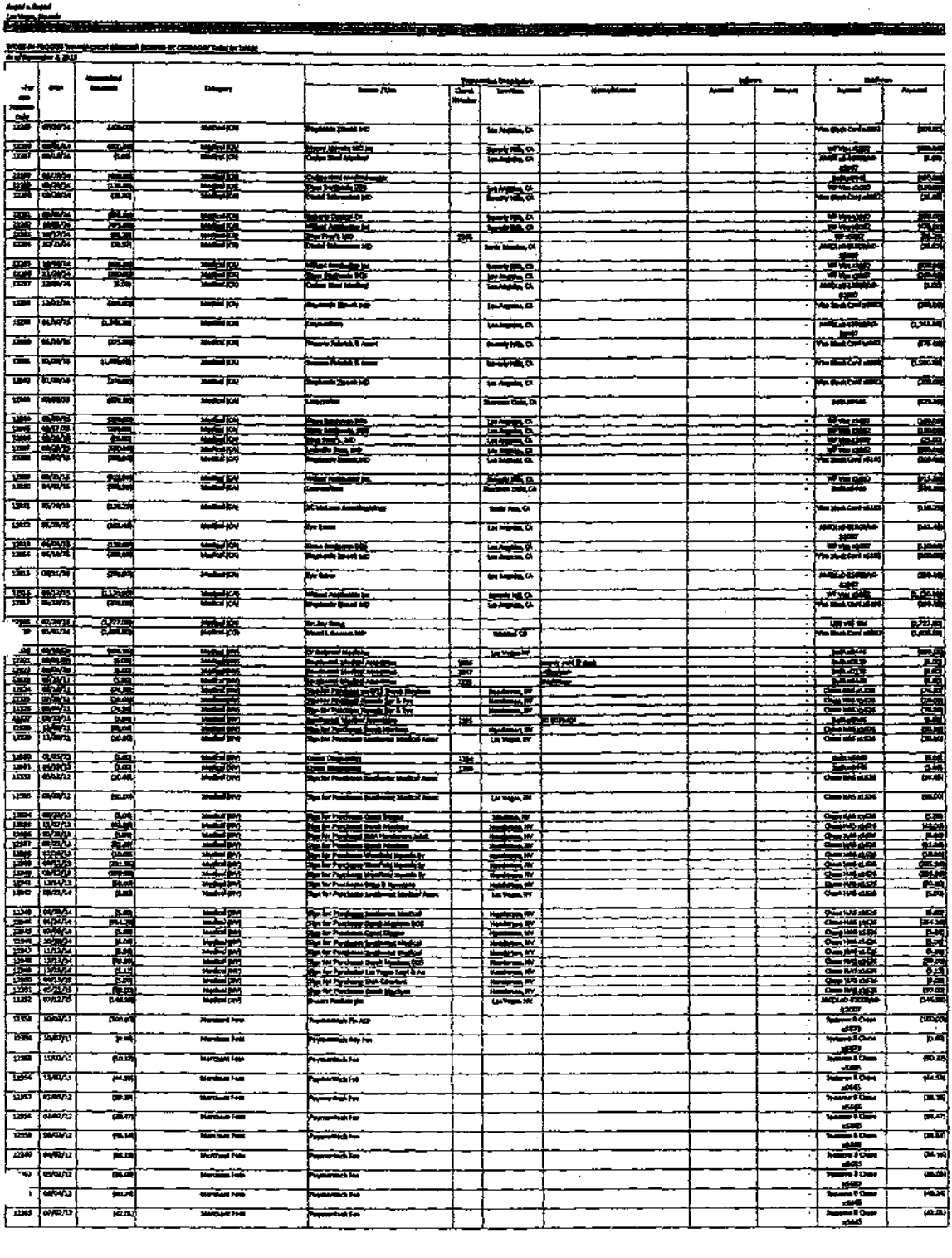

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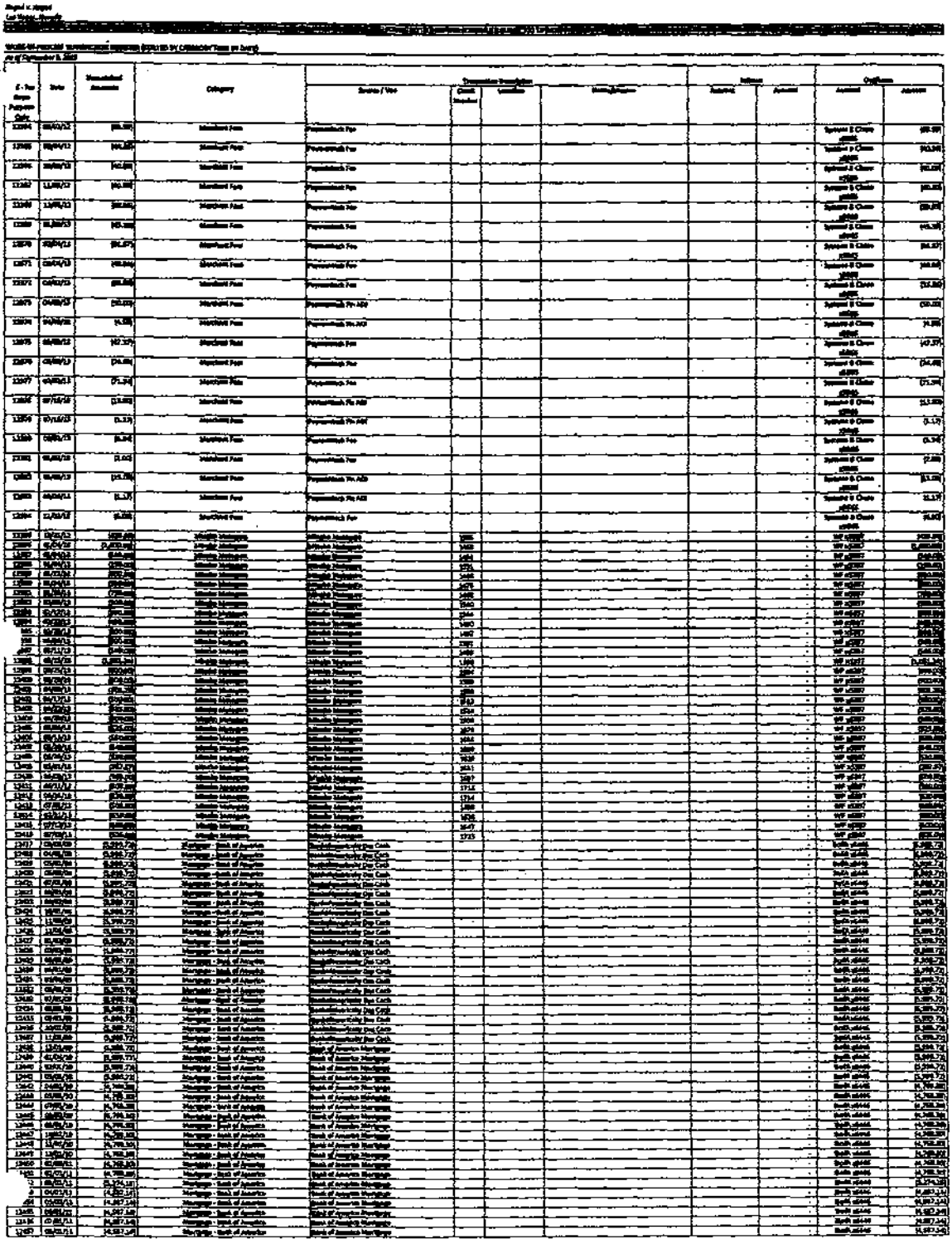

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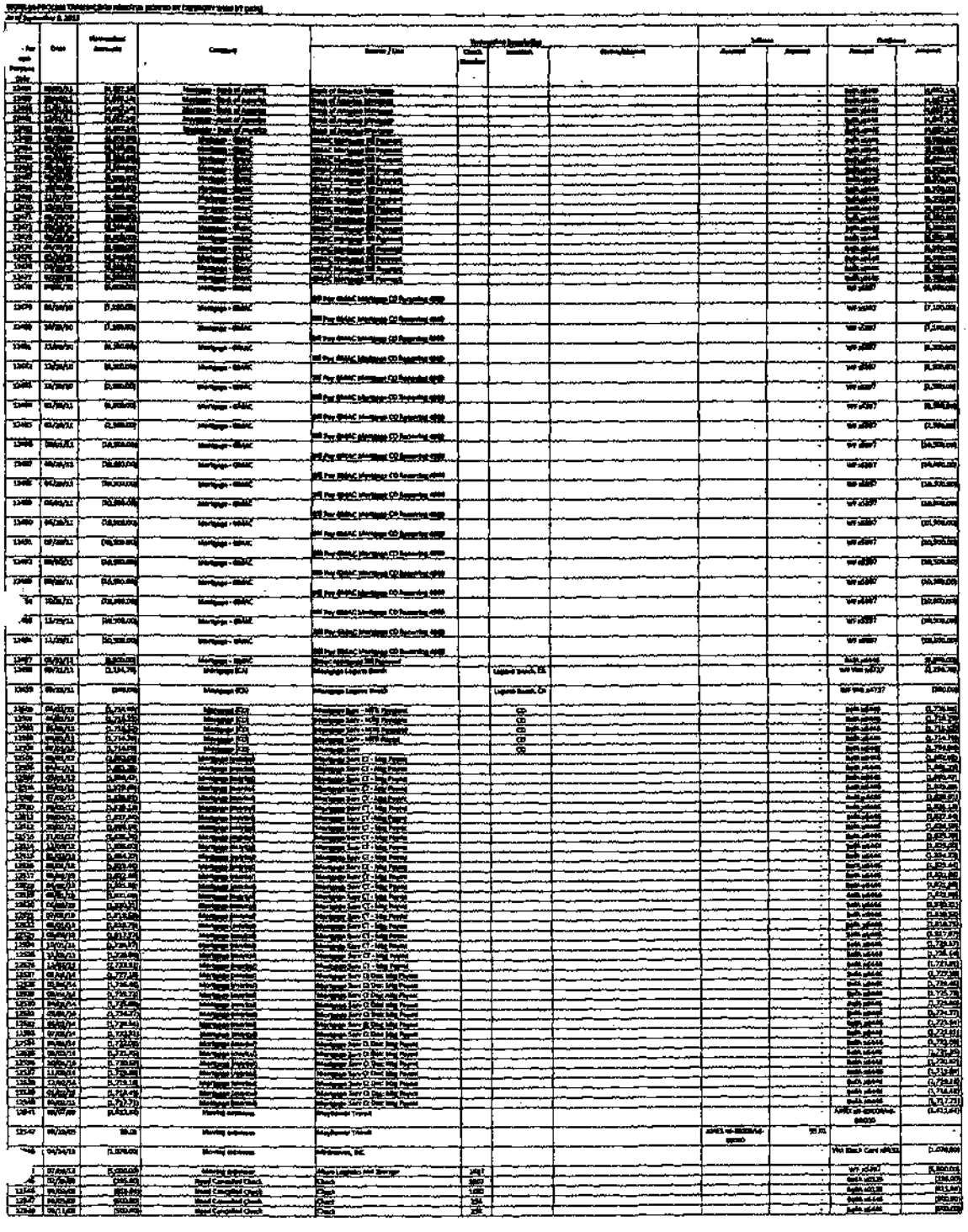

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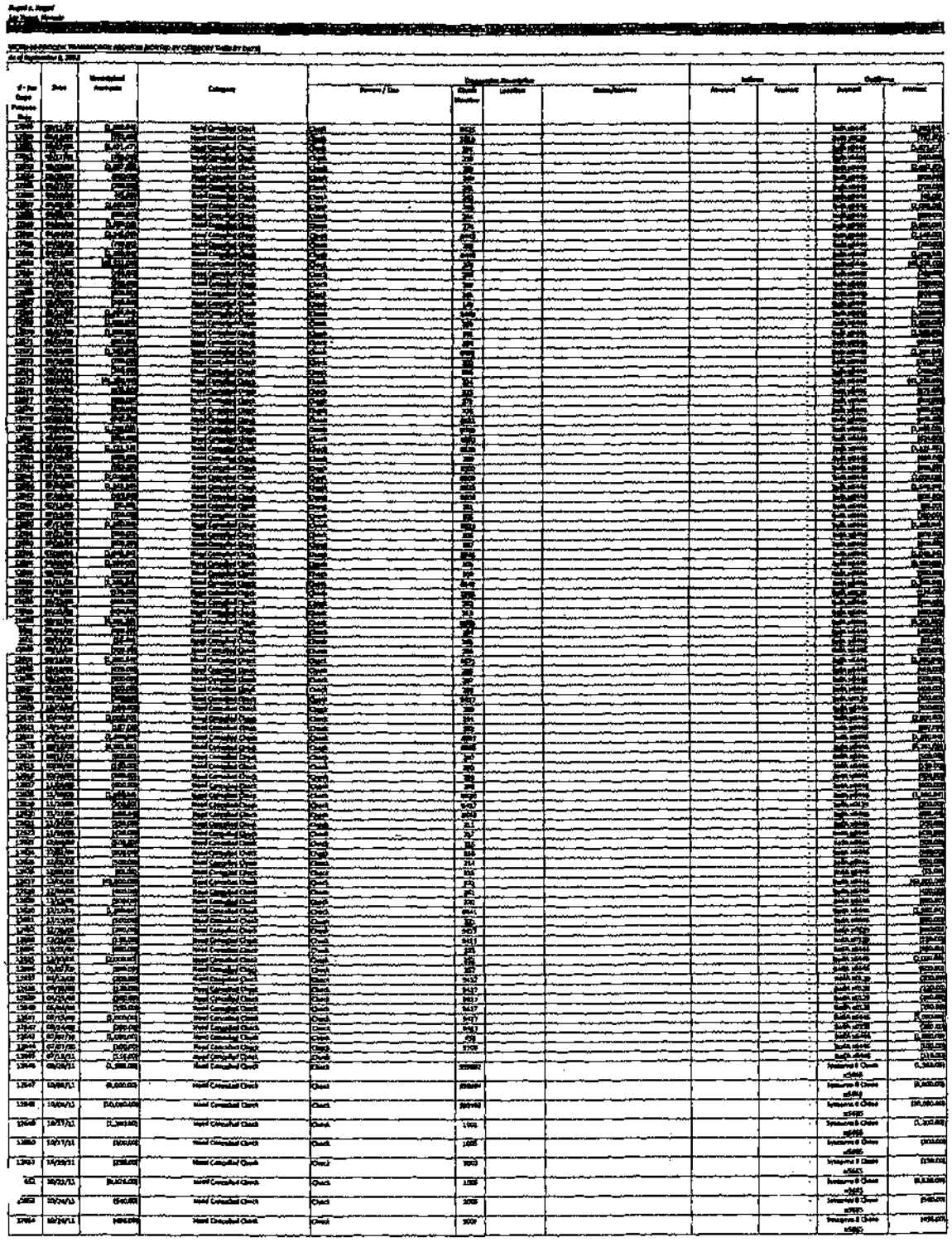

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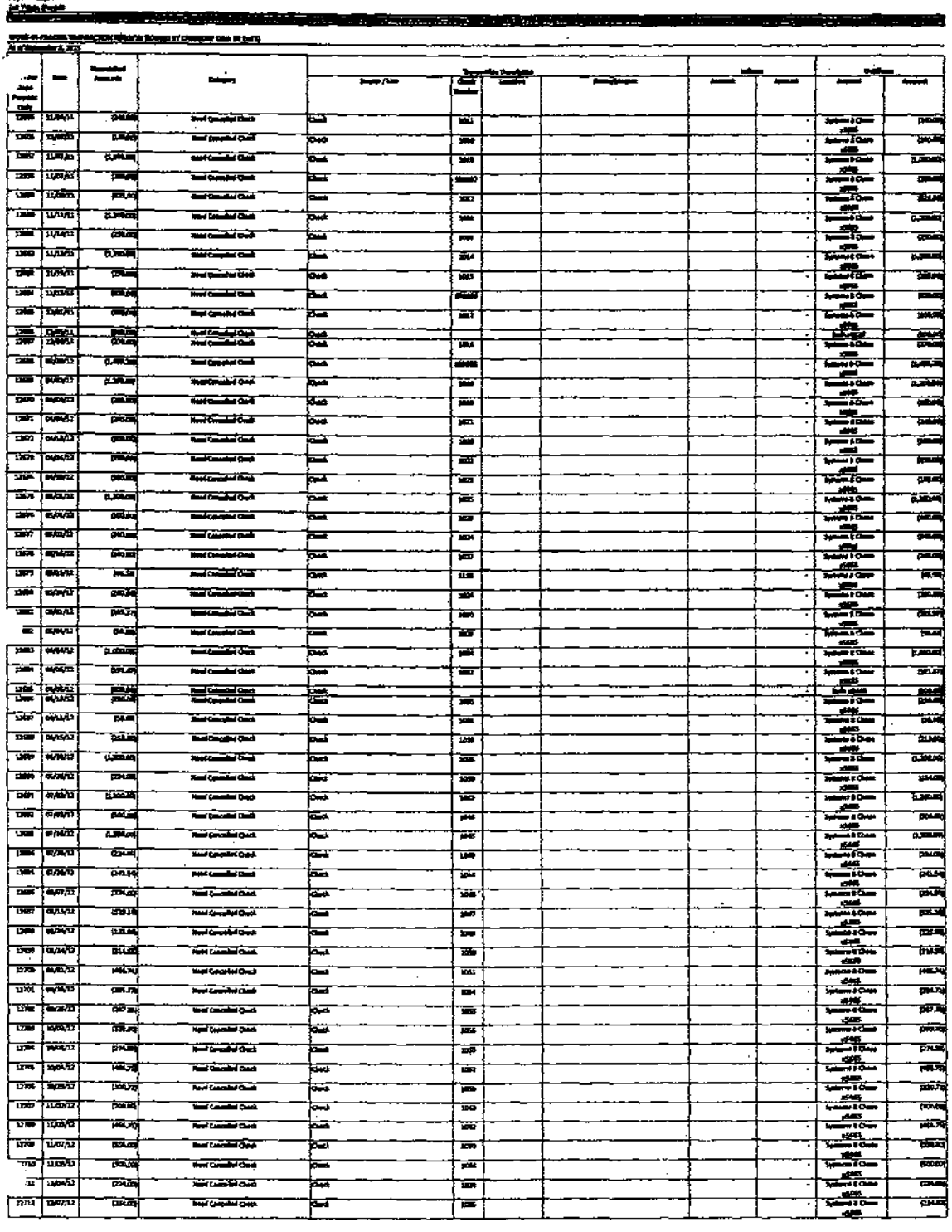

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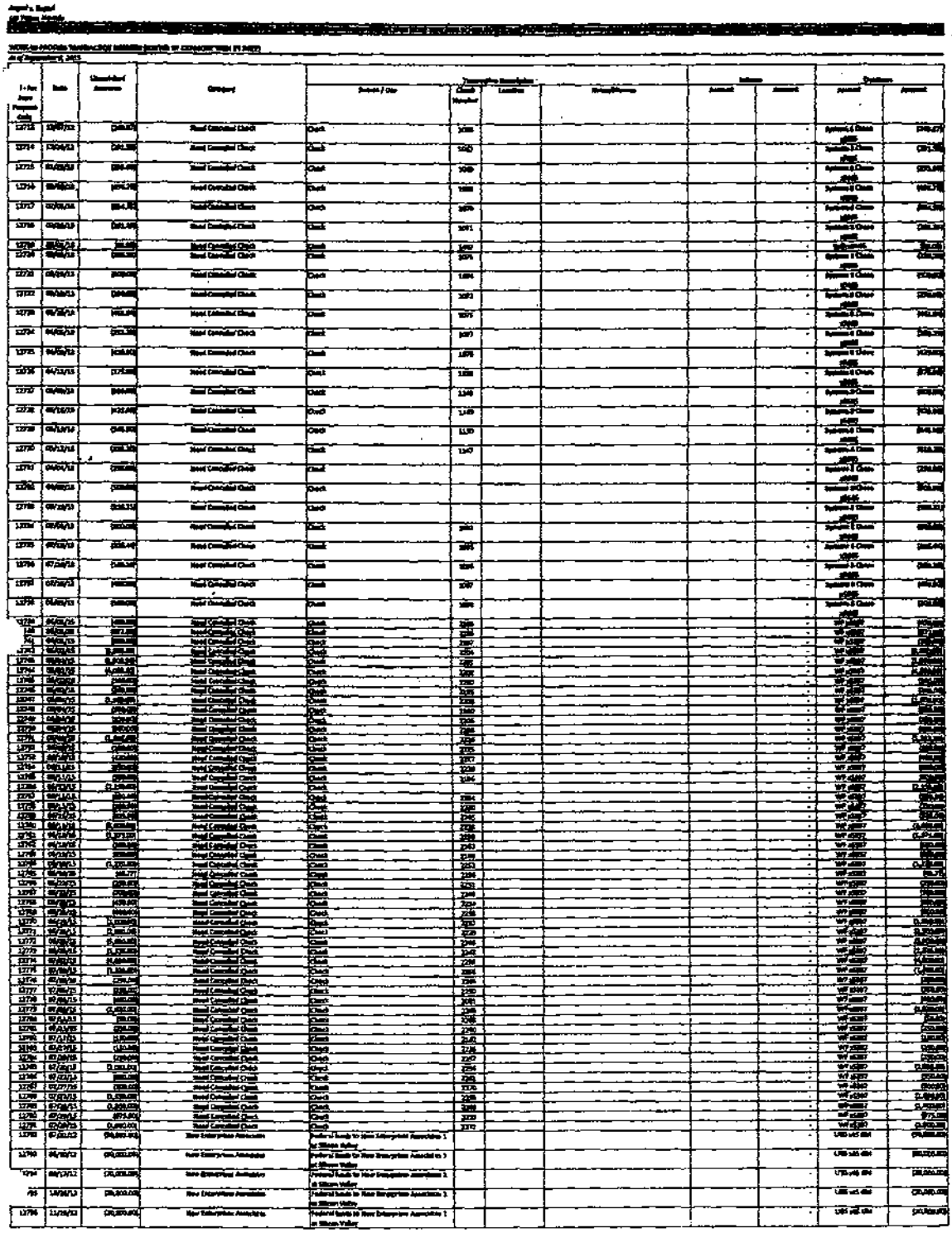

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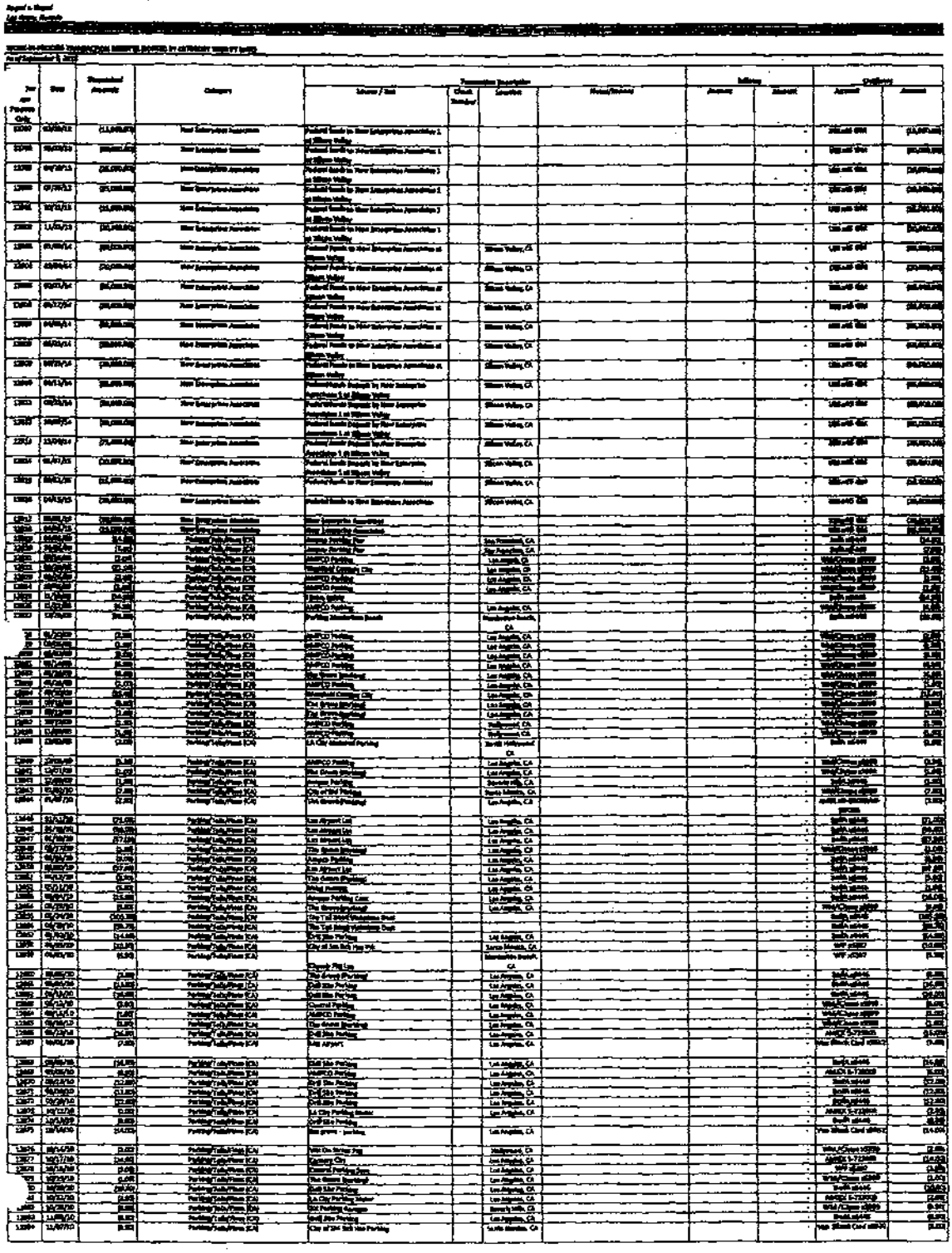

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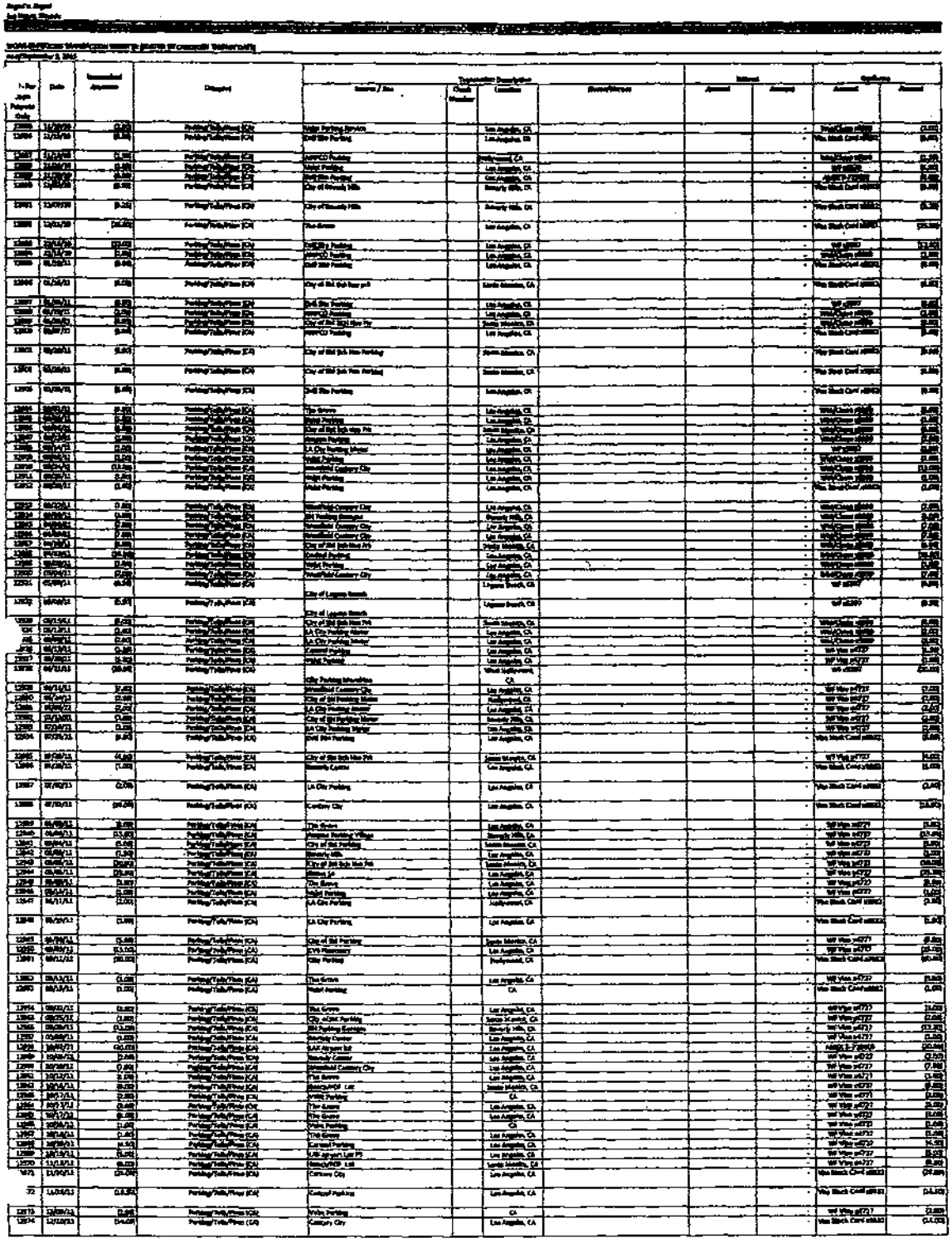

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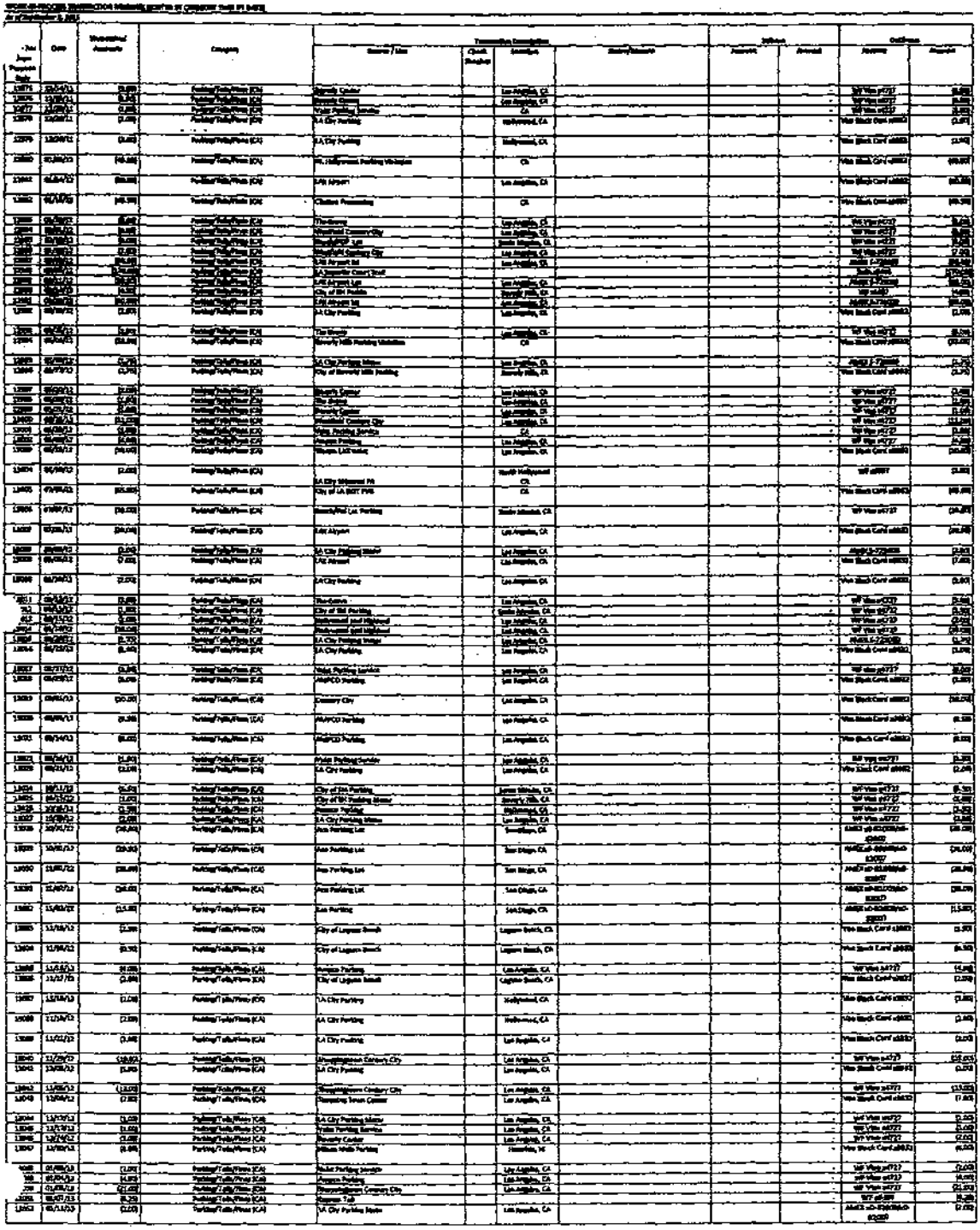

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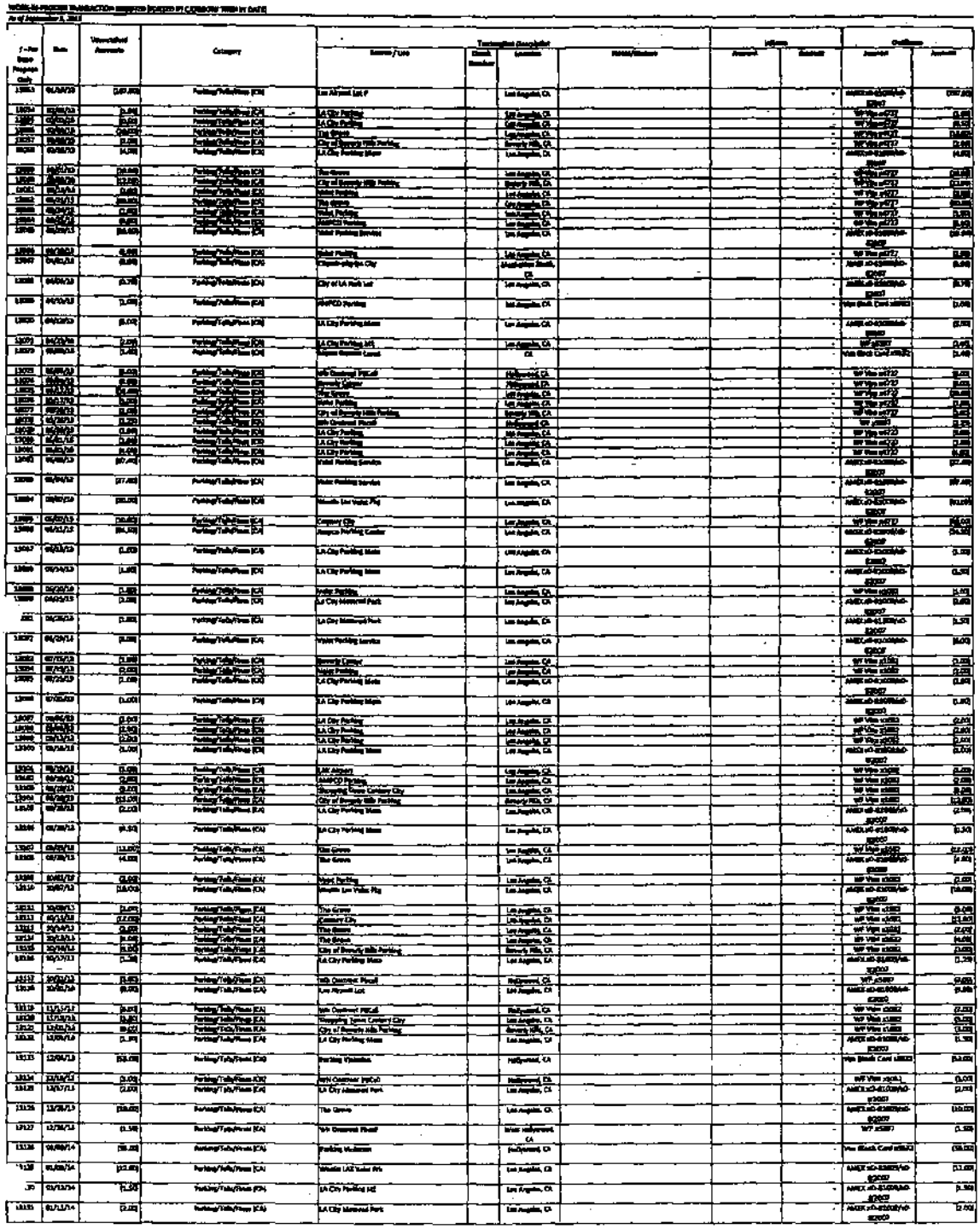

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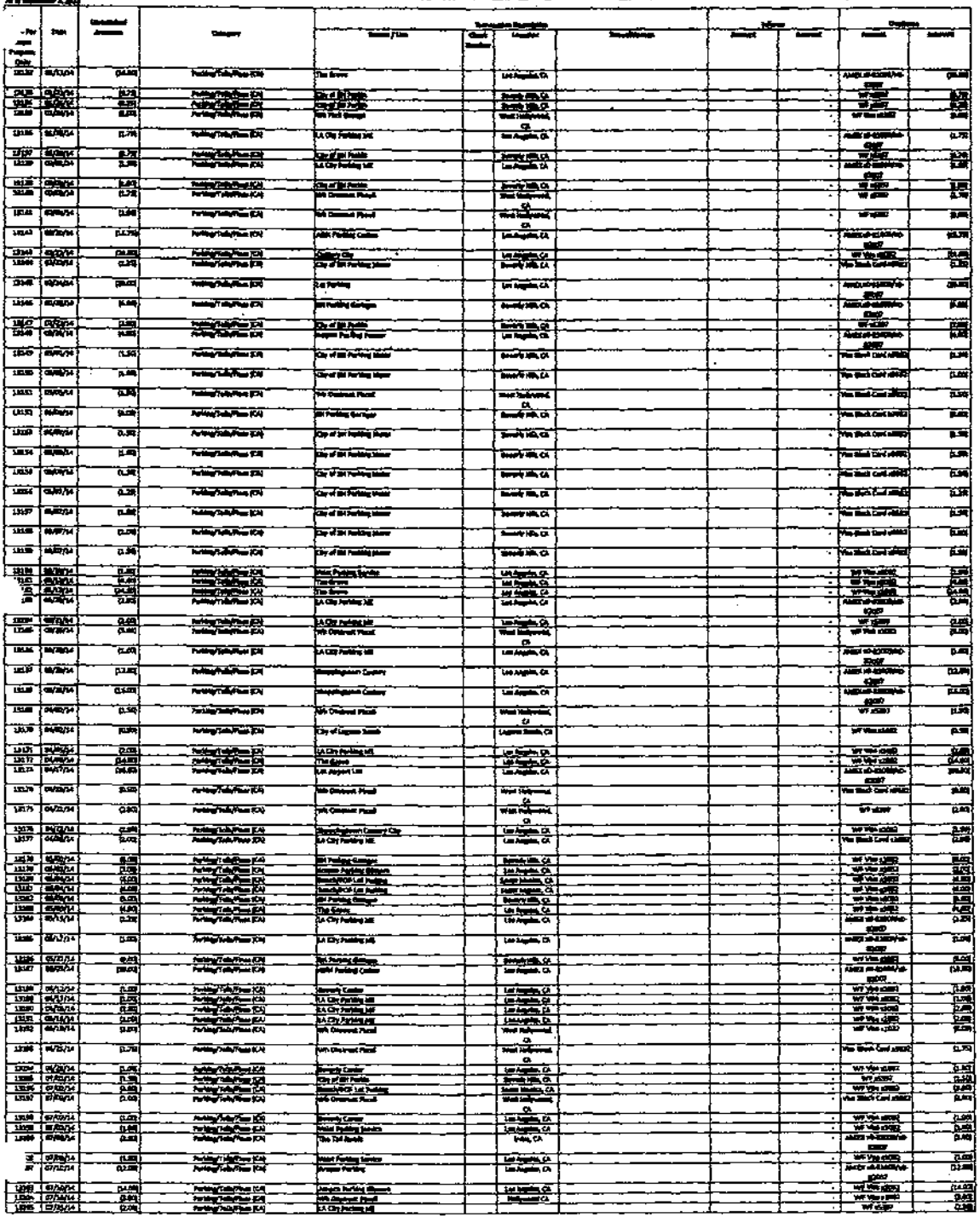

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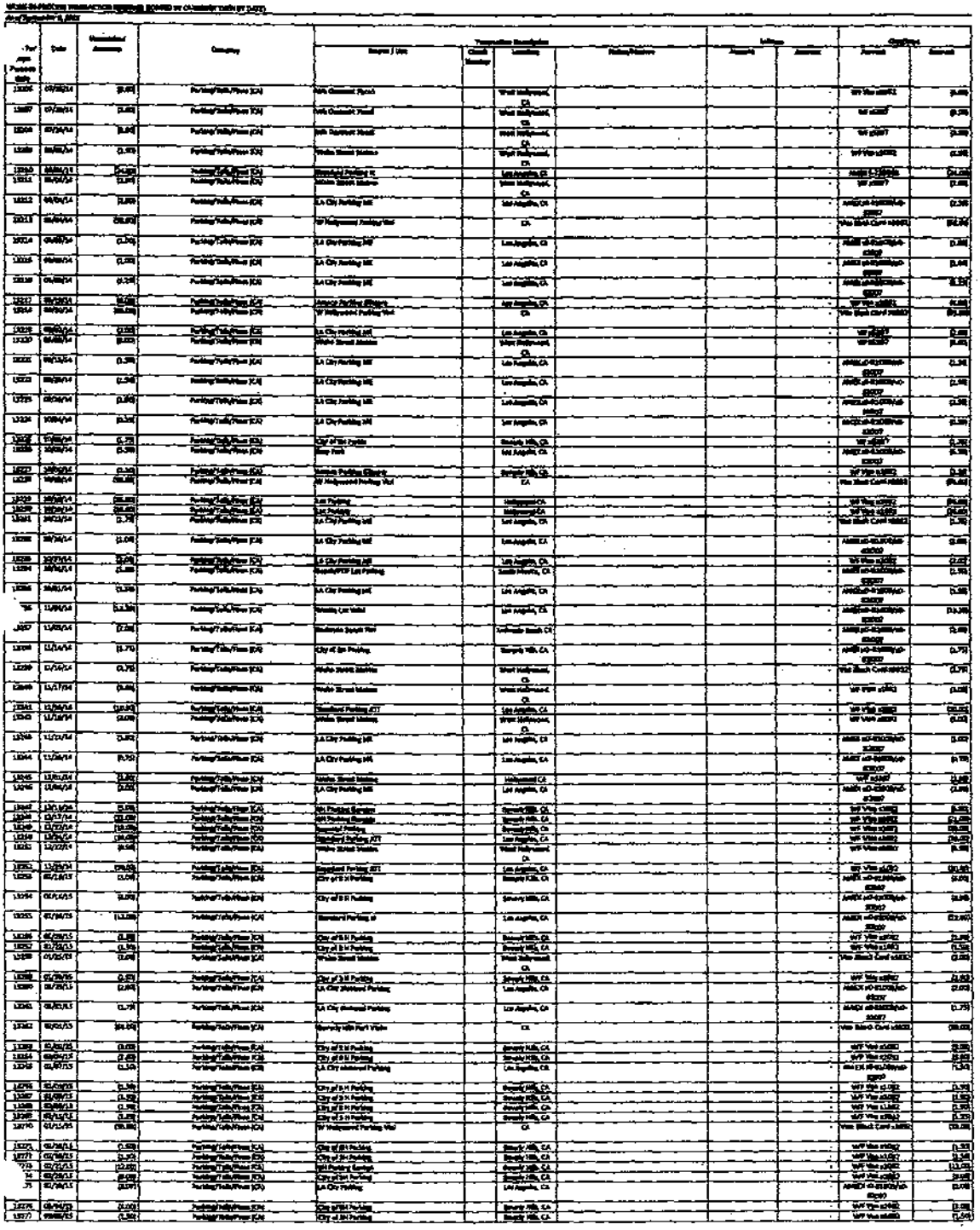

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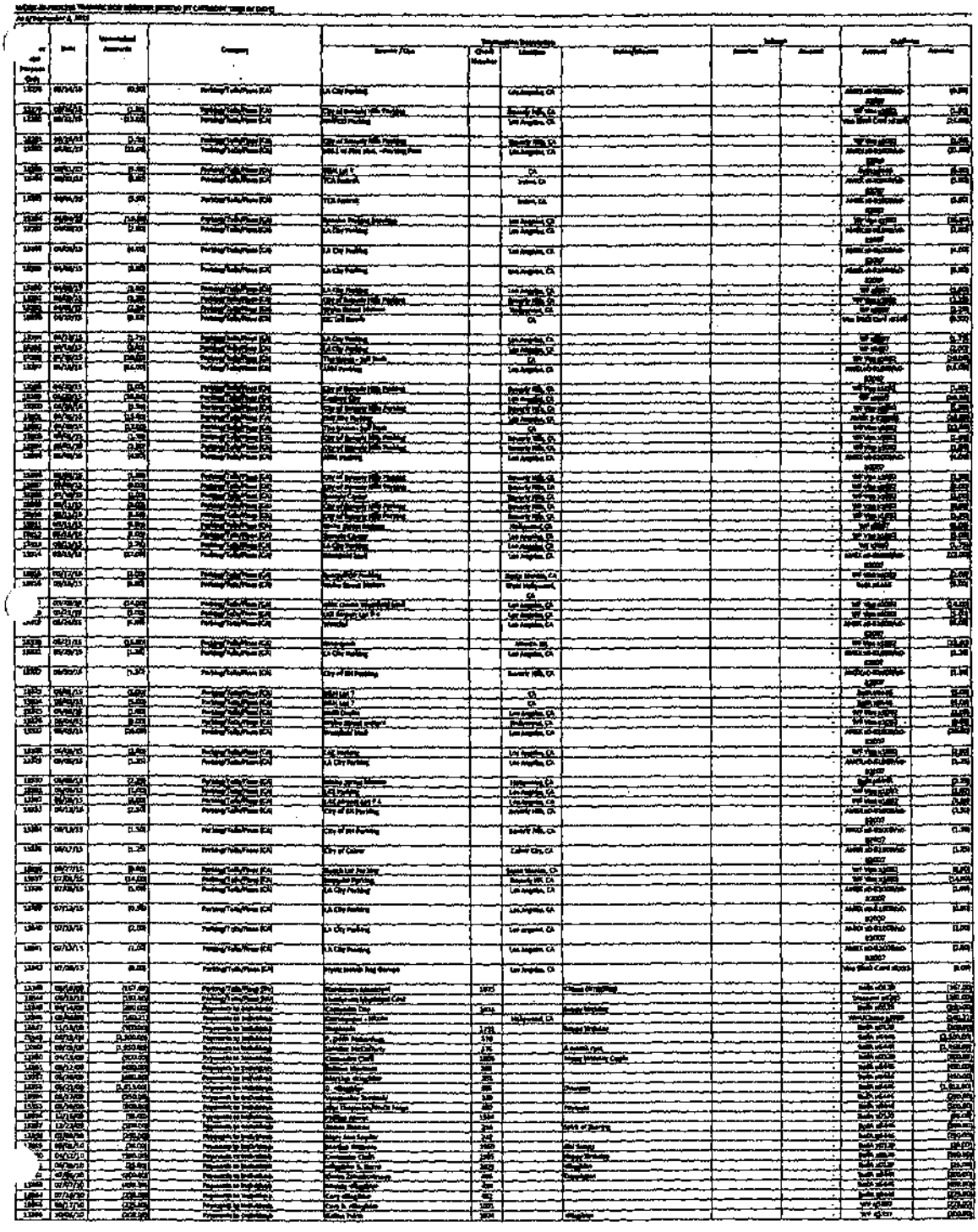

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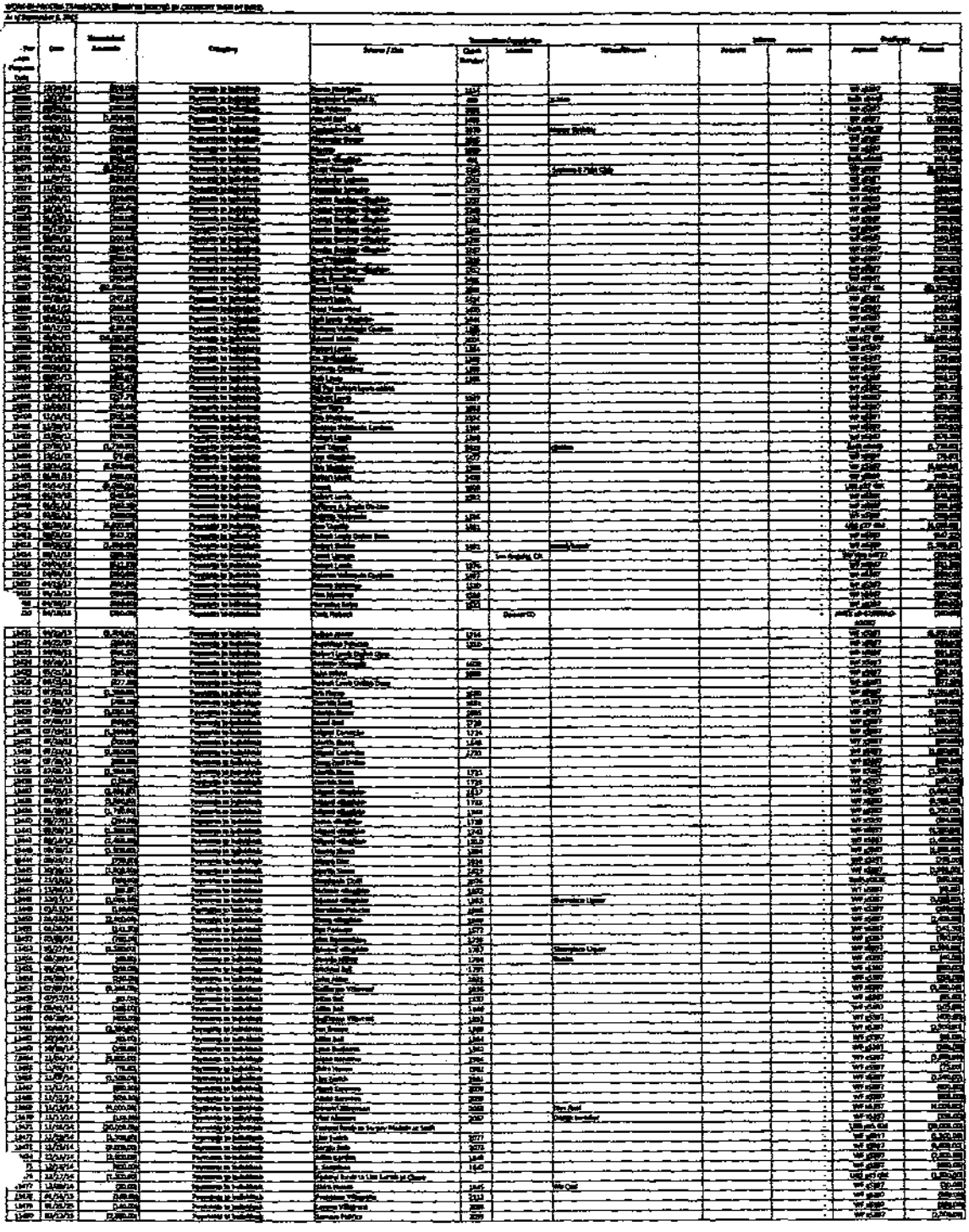

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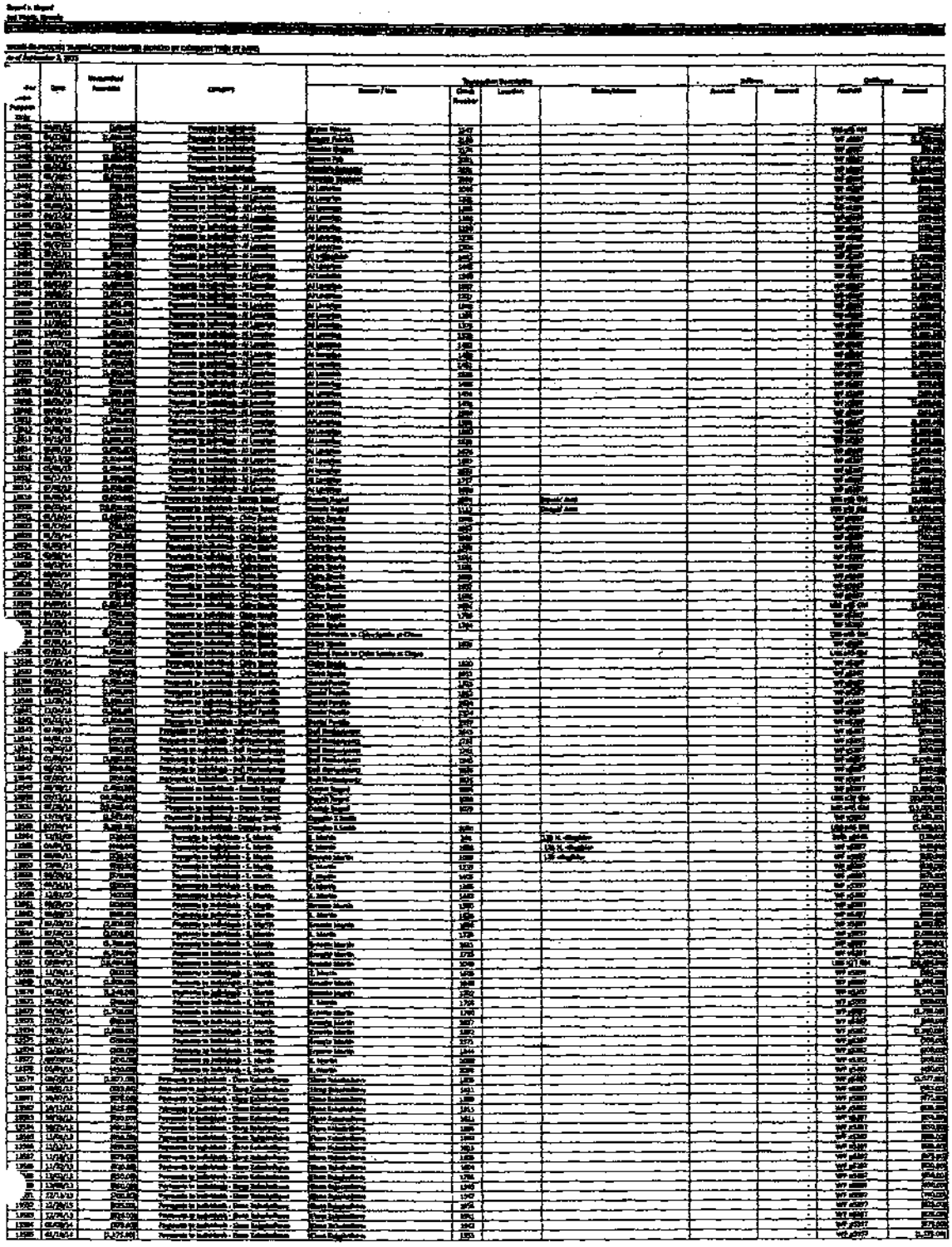

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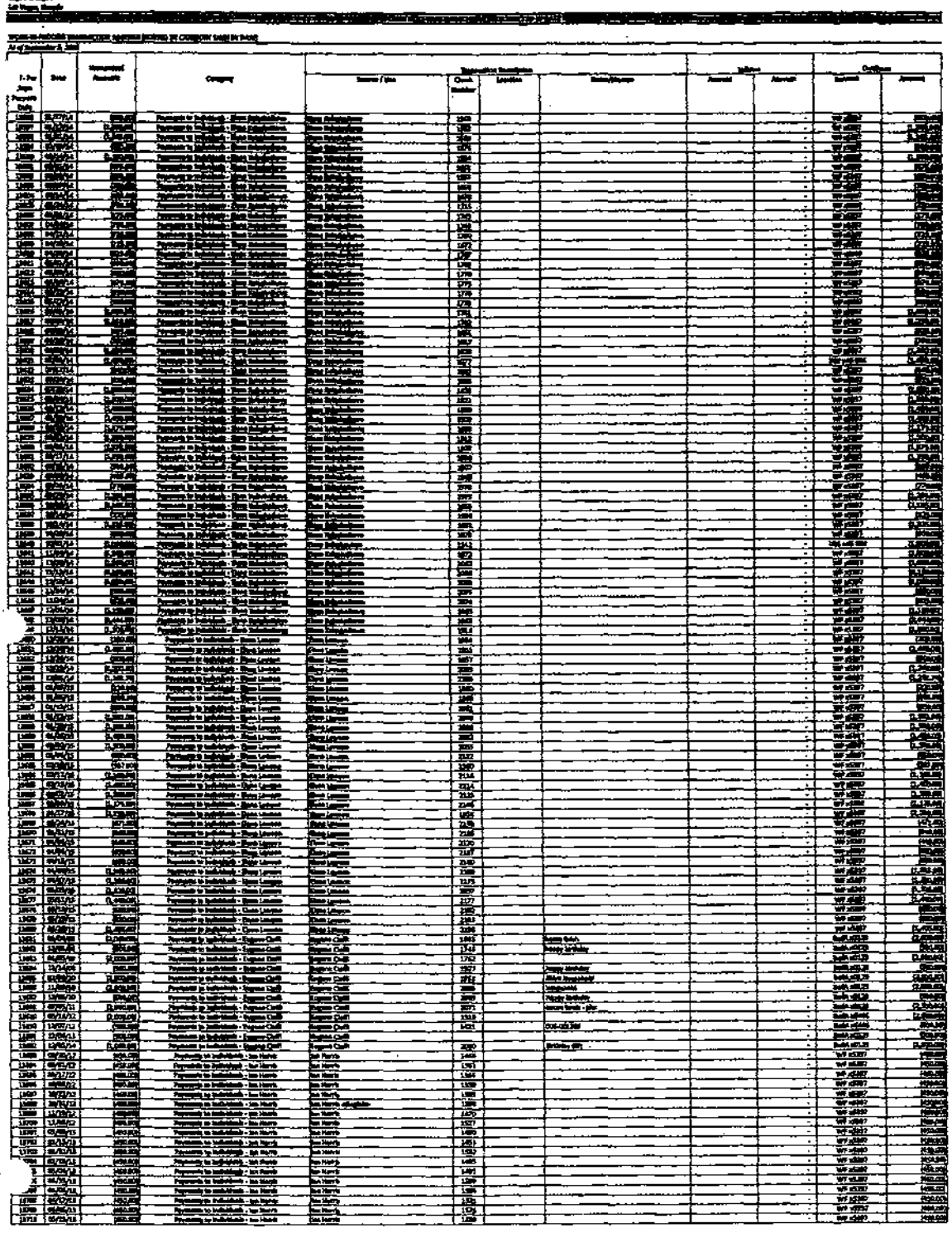
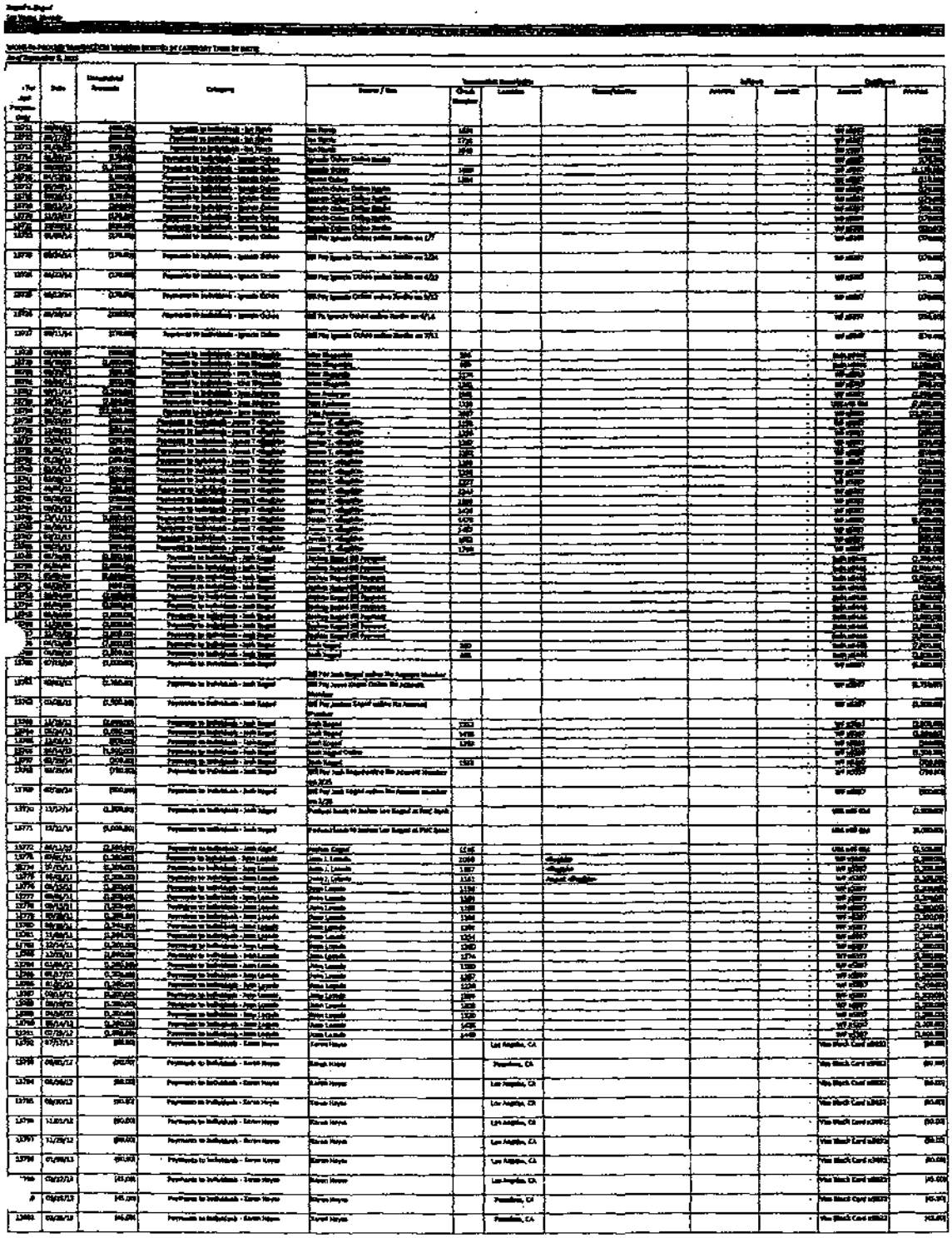


Exhibit 3U.161



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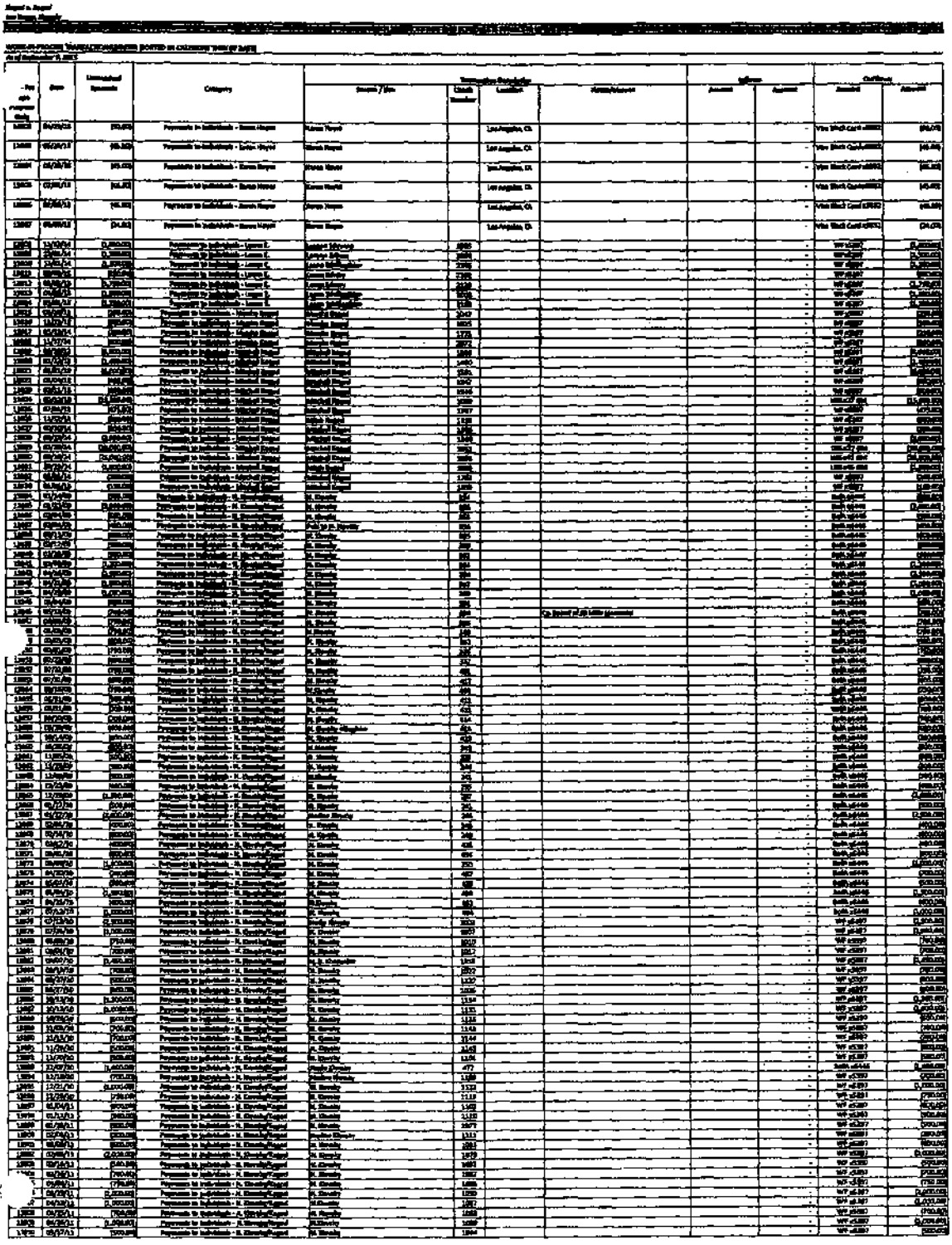
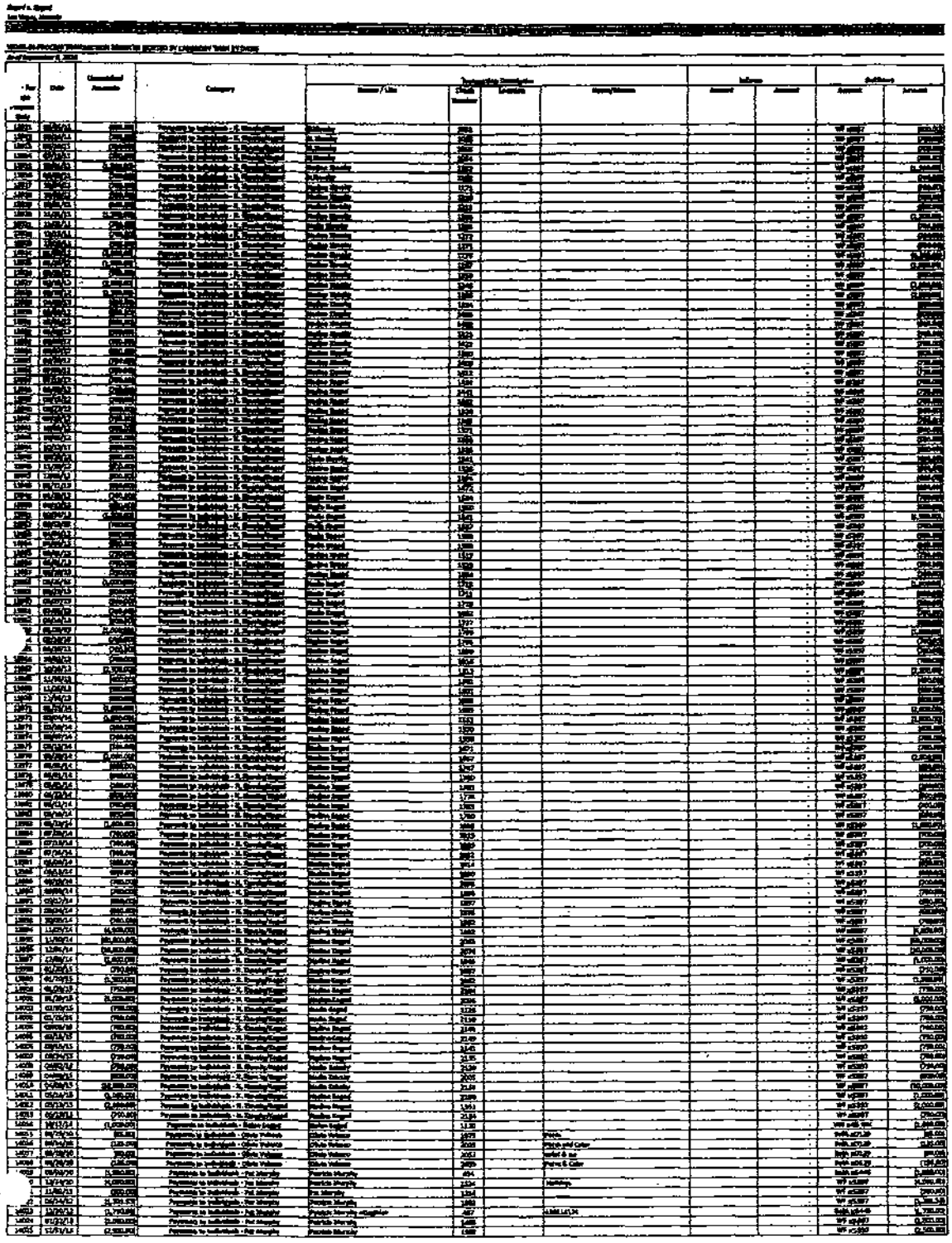


Exhibit 3U.163



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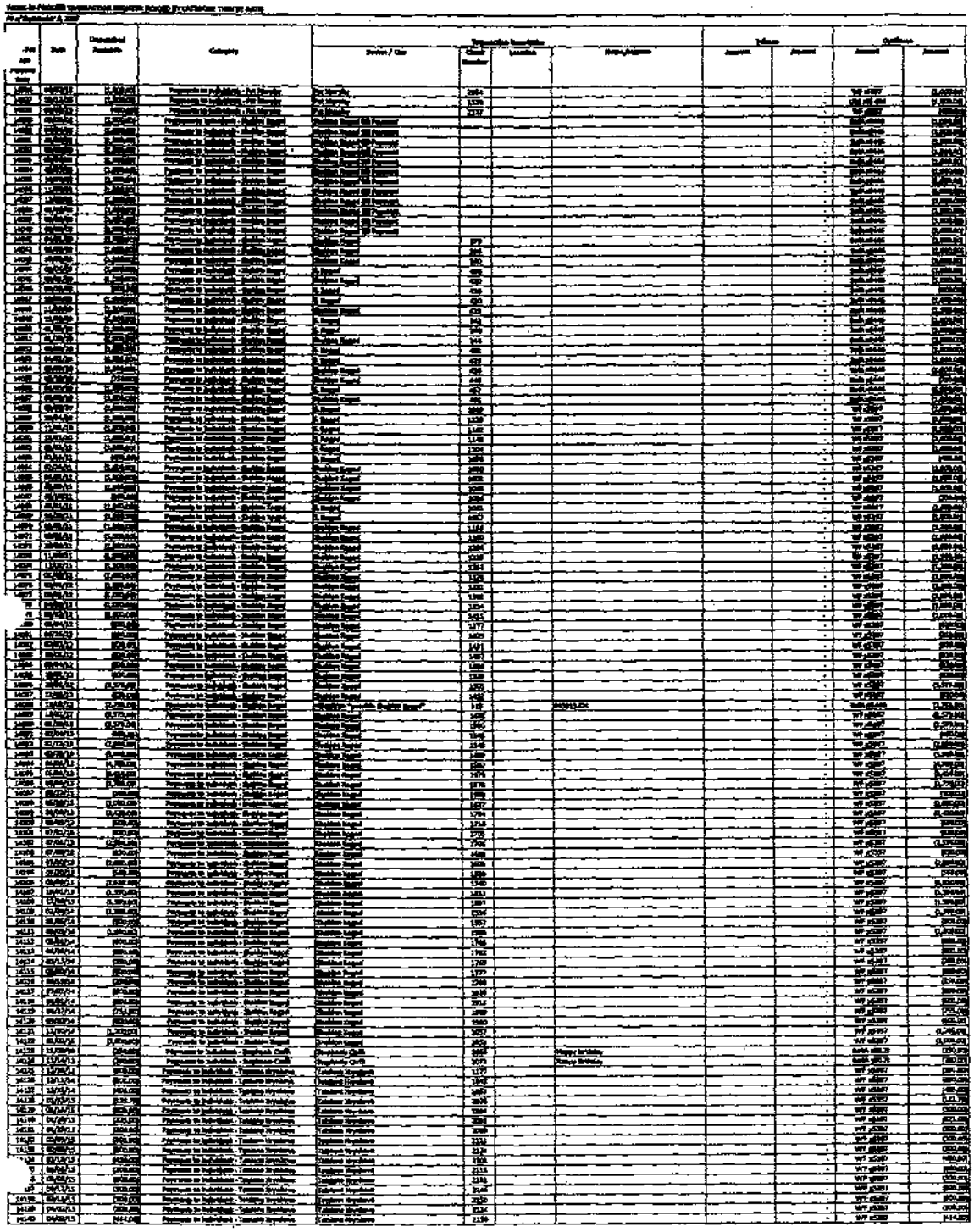

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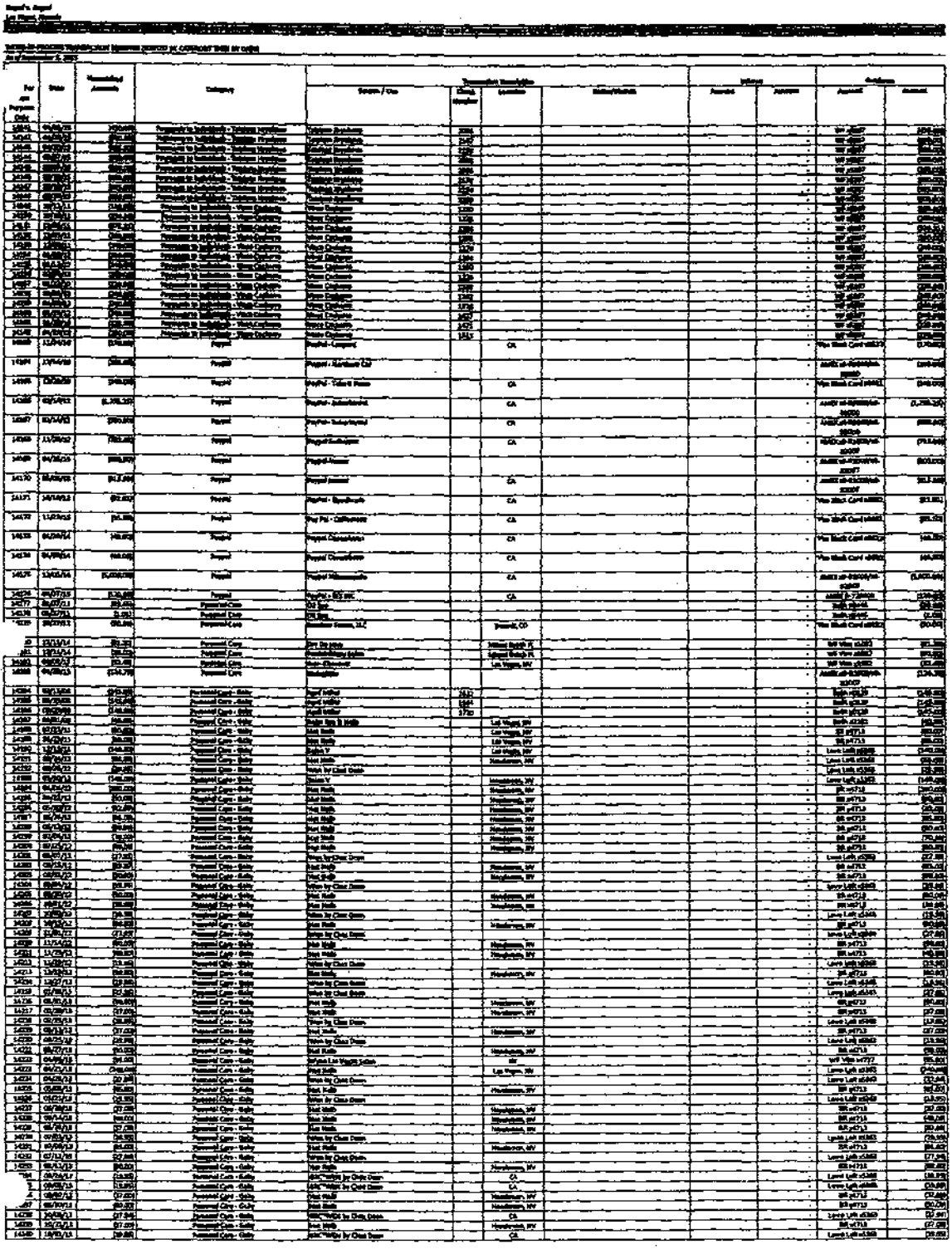

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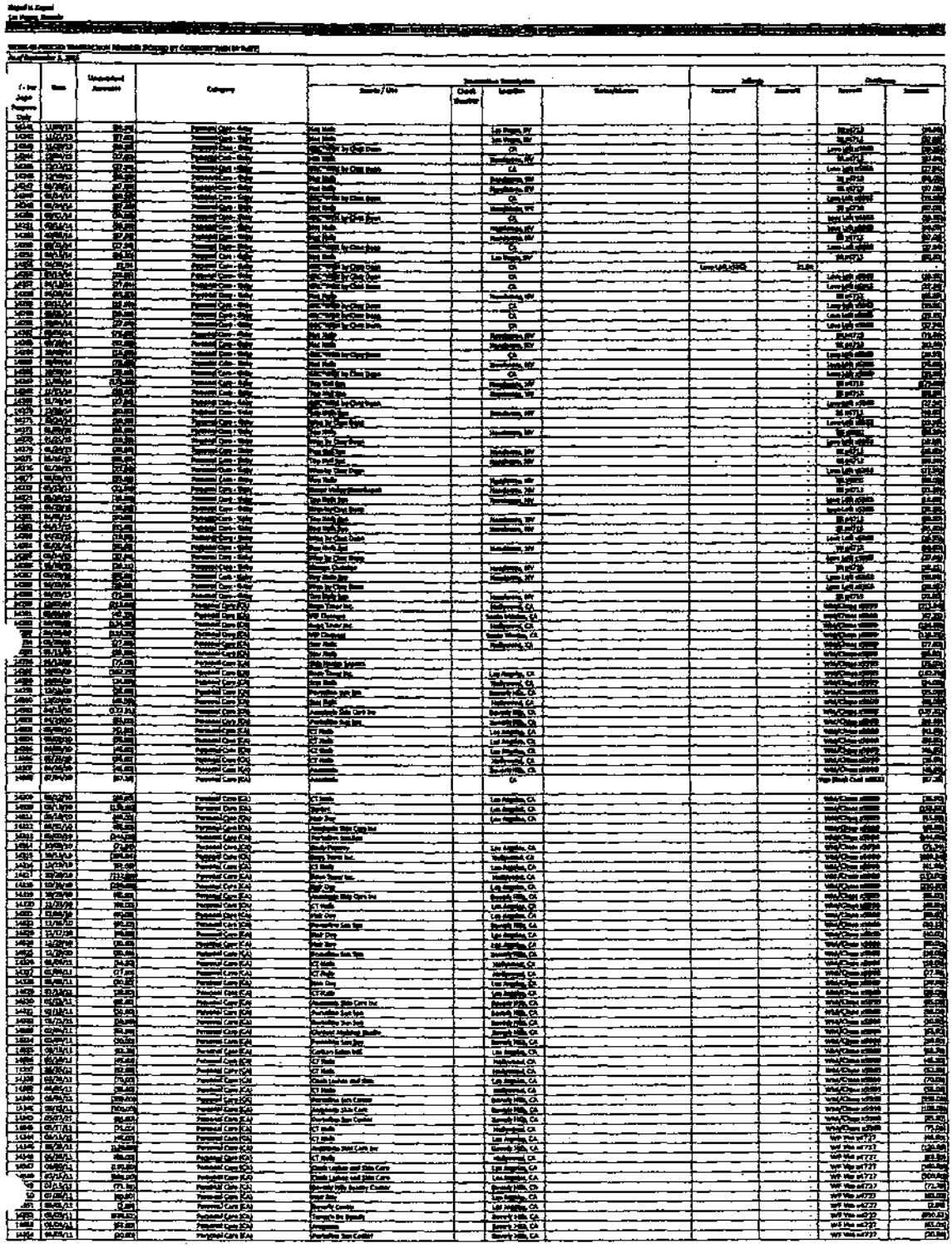

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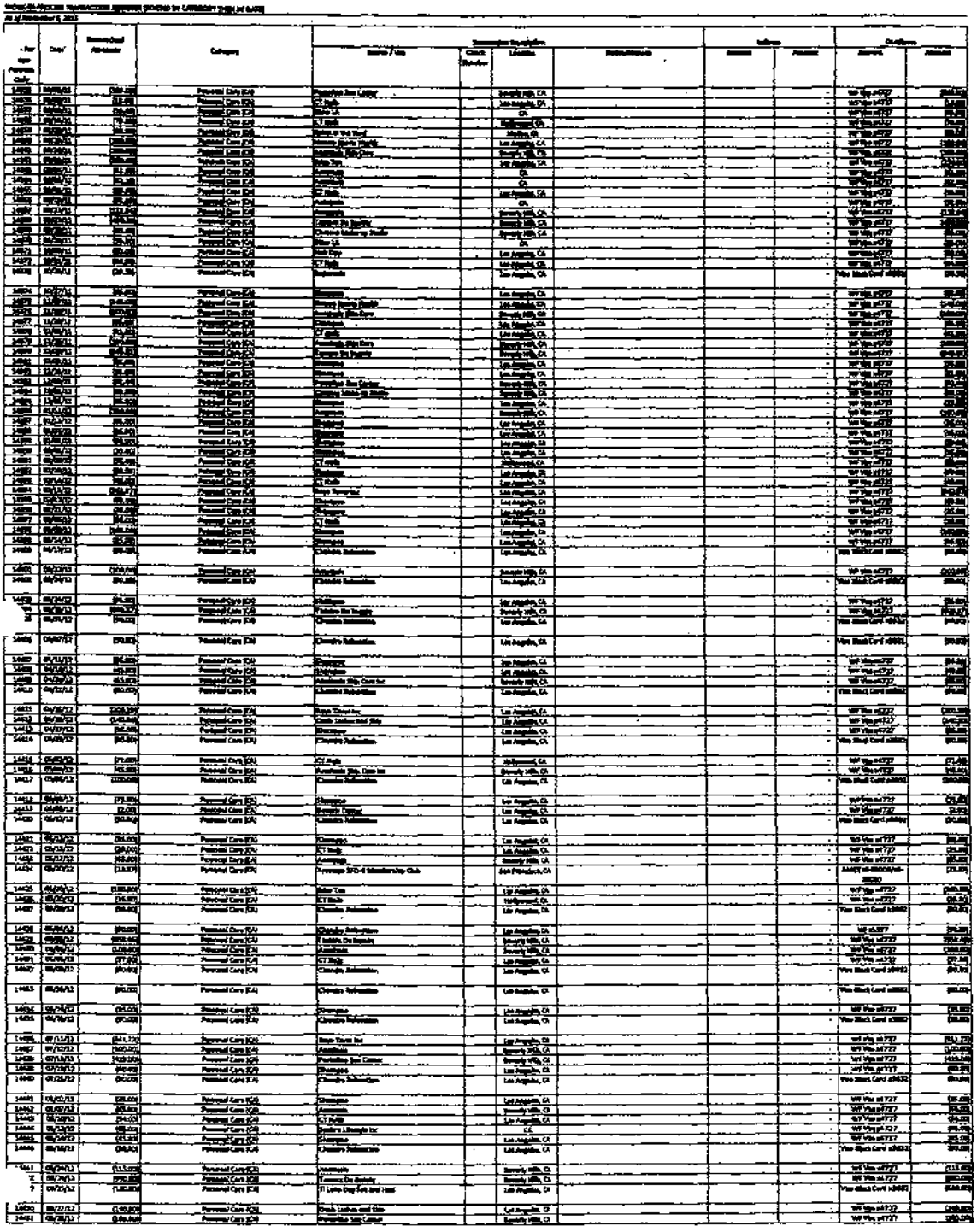

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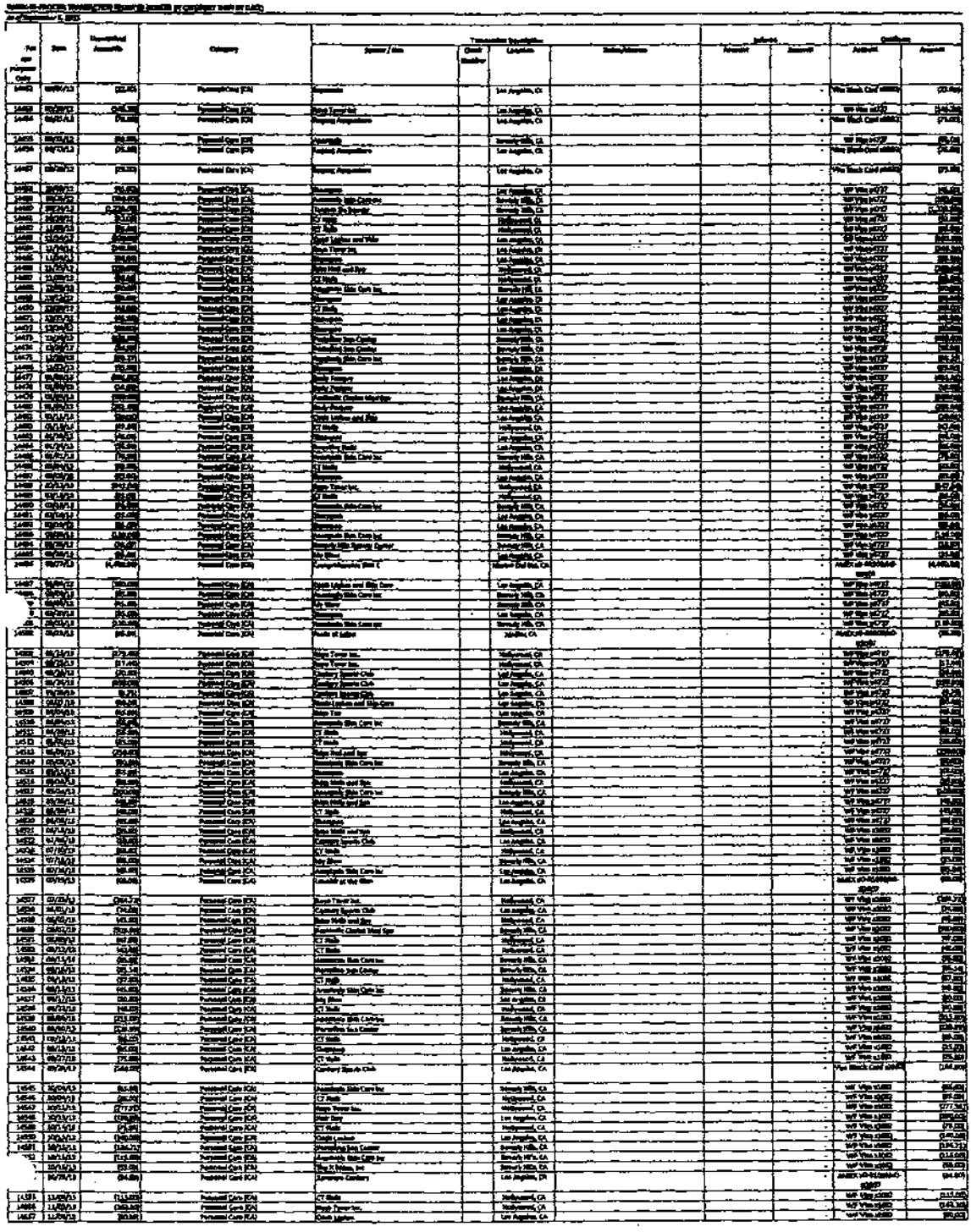


Exhibit 3U.169

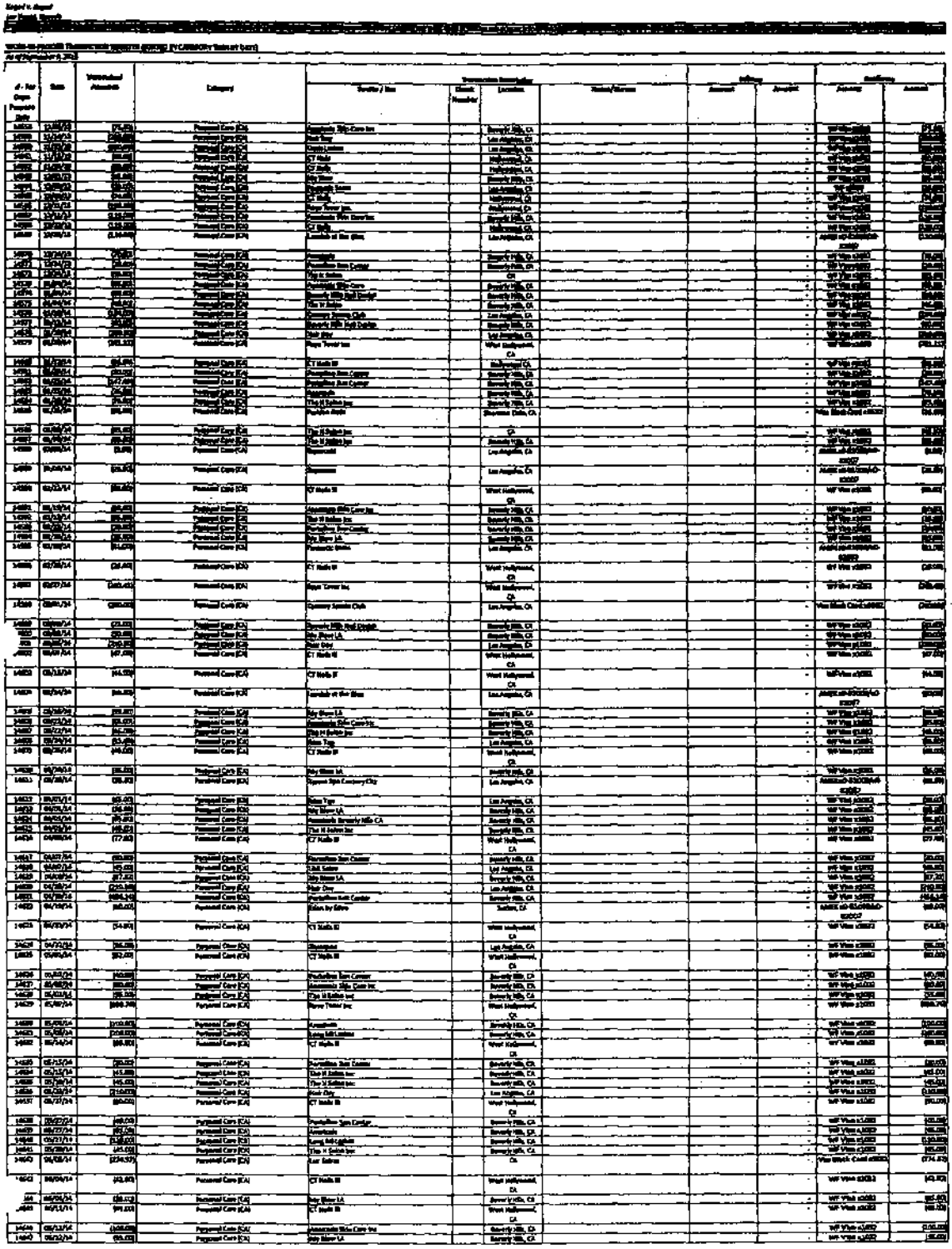
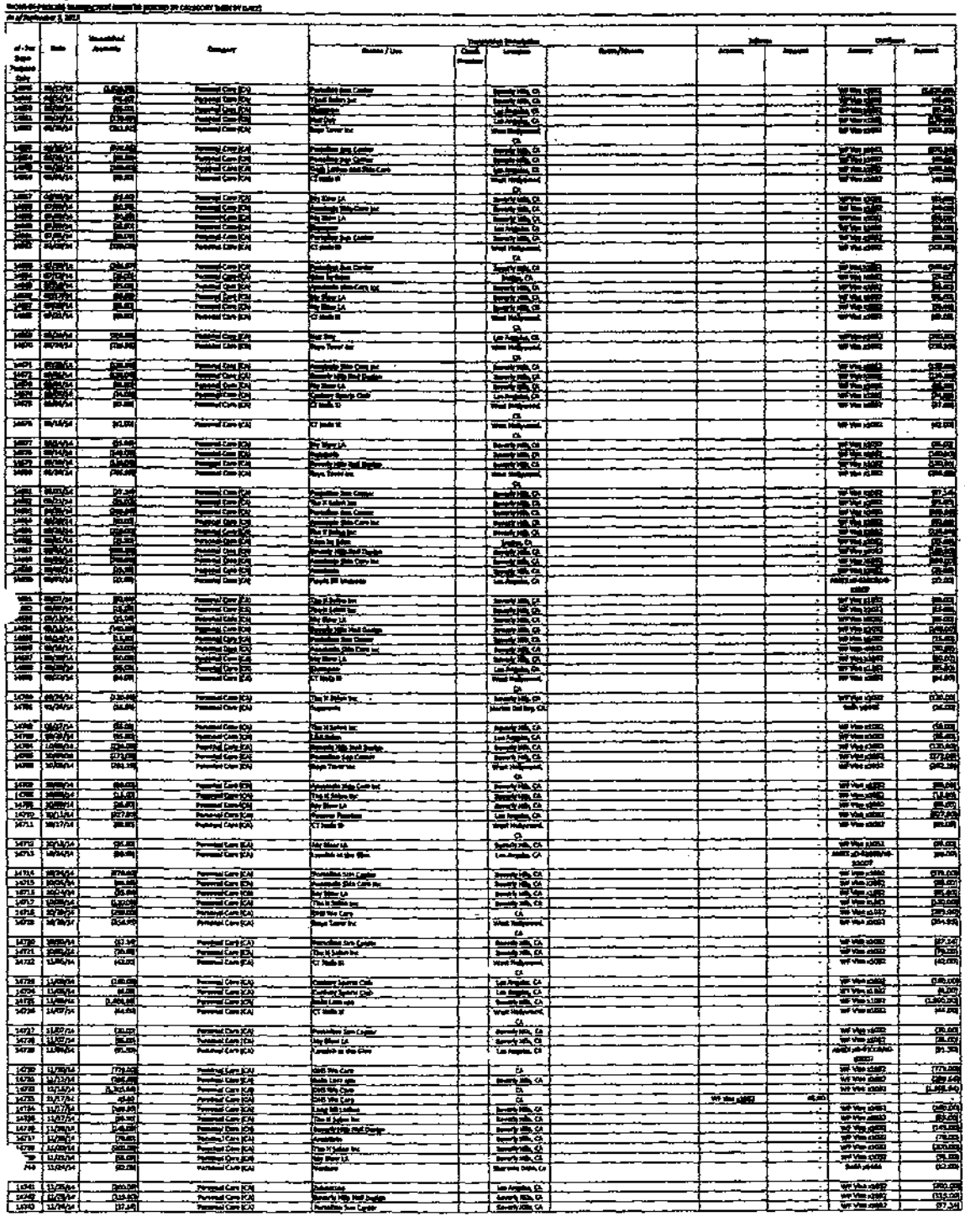


Exhibit 3U.170



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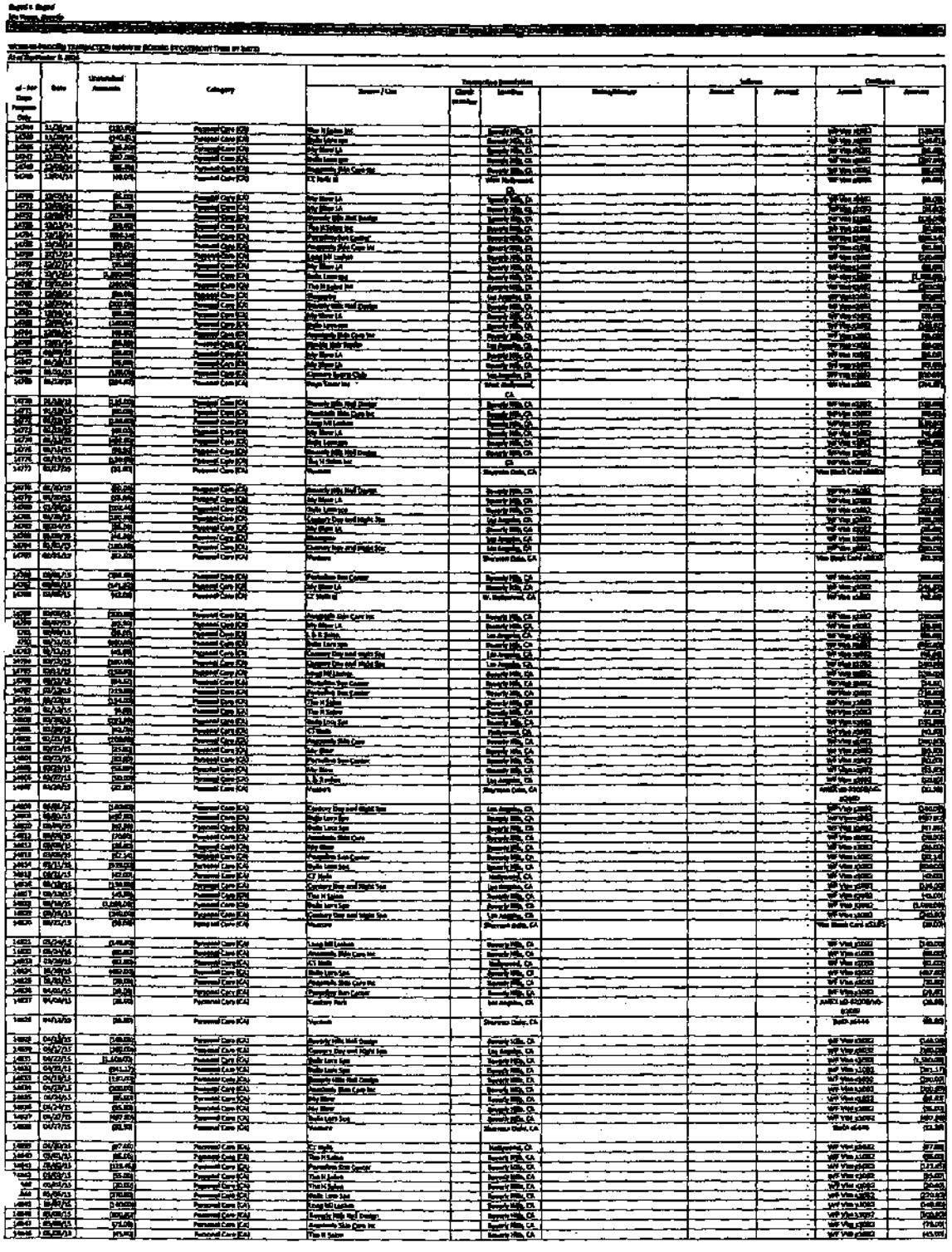
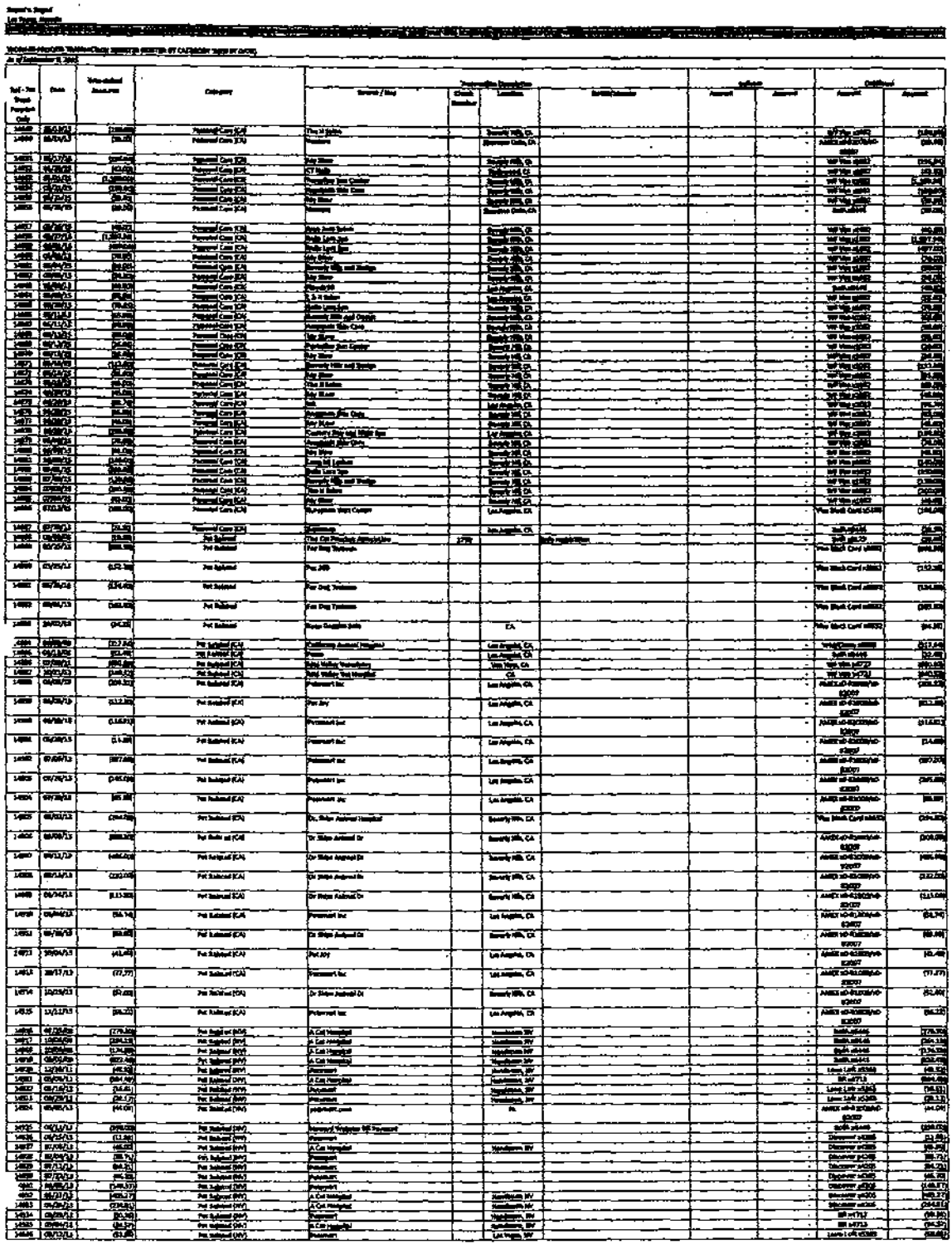


Exhibit 3U.172



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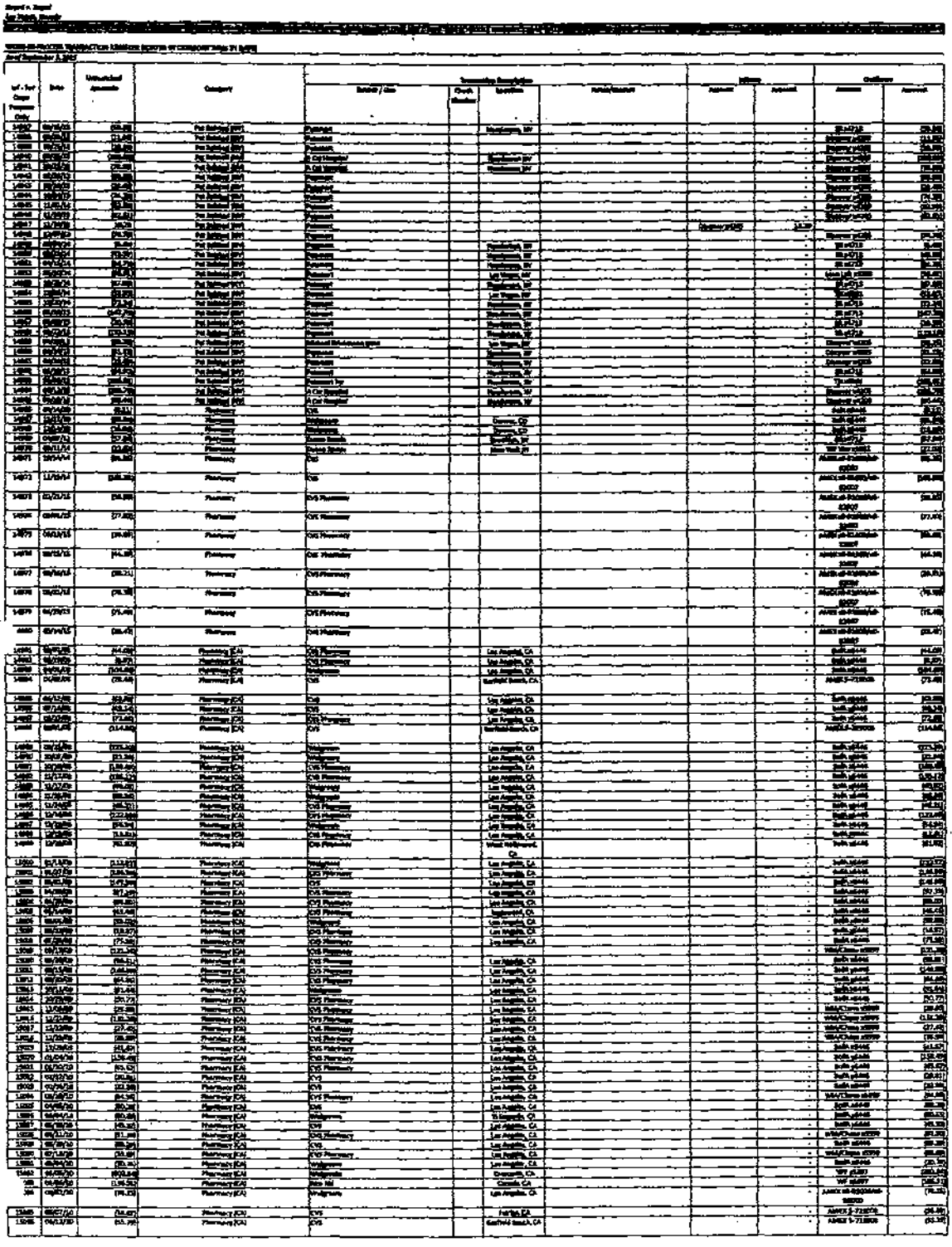

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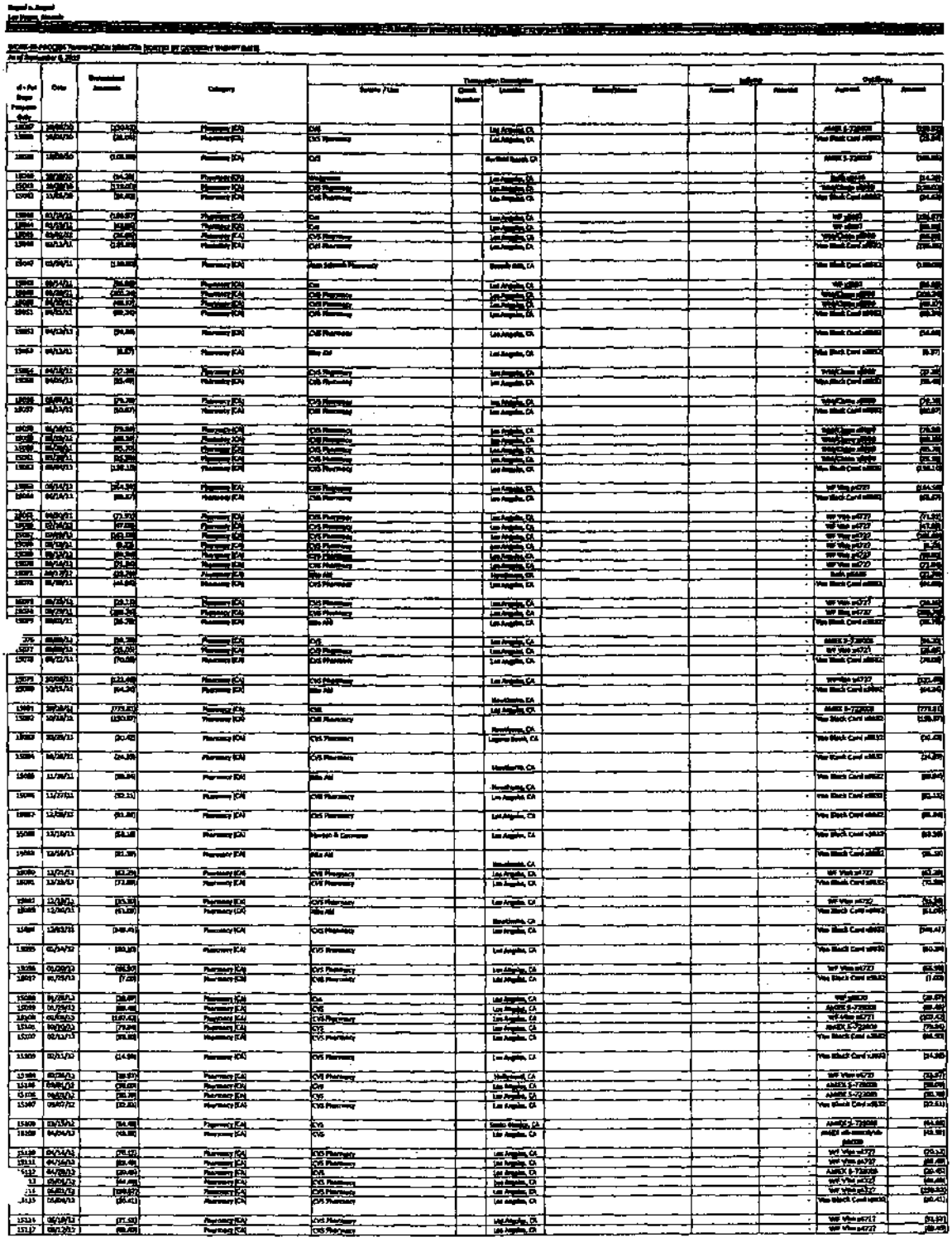

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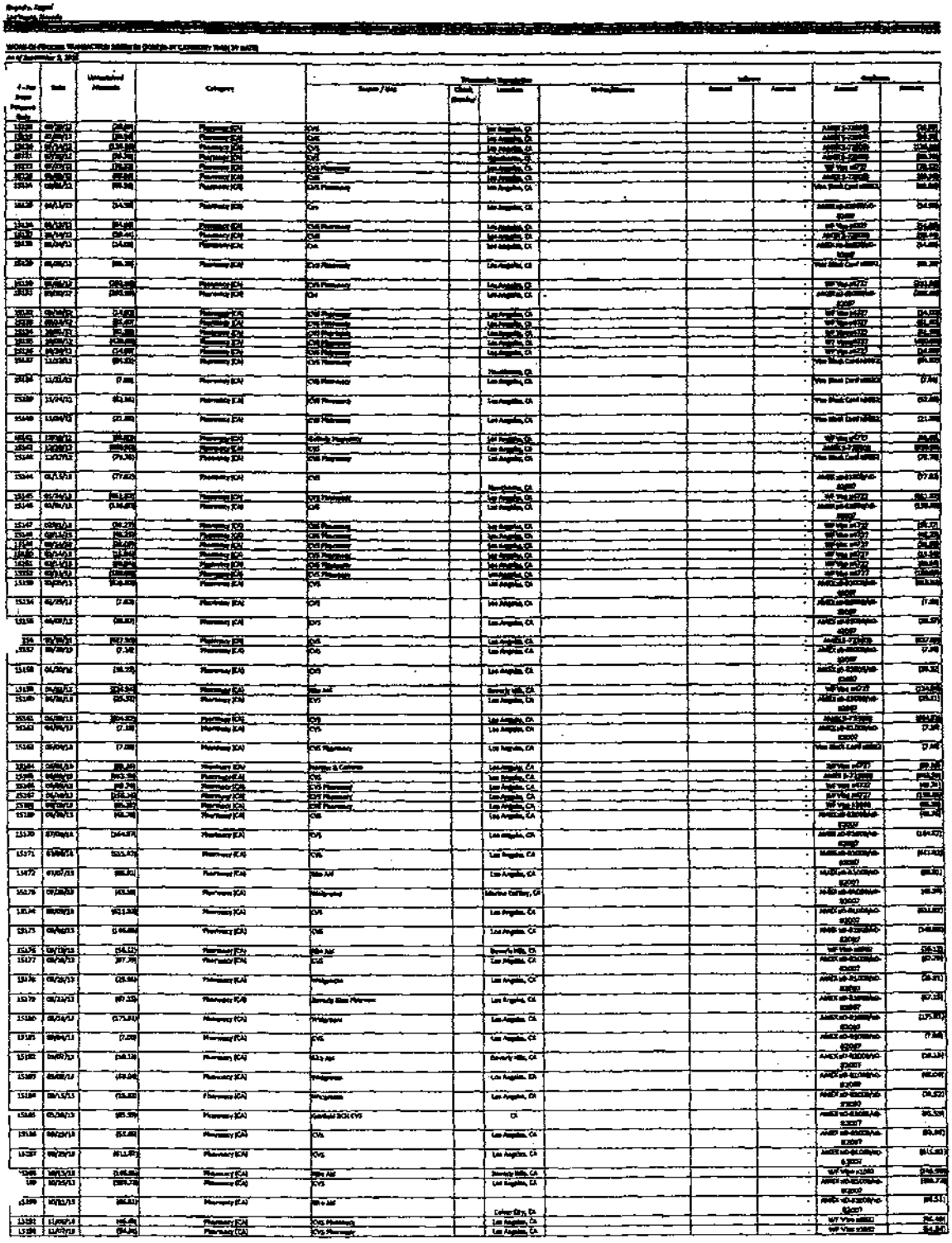

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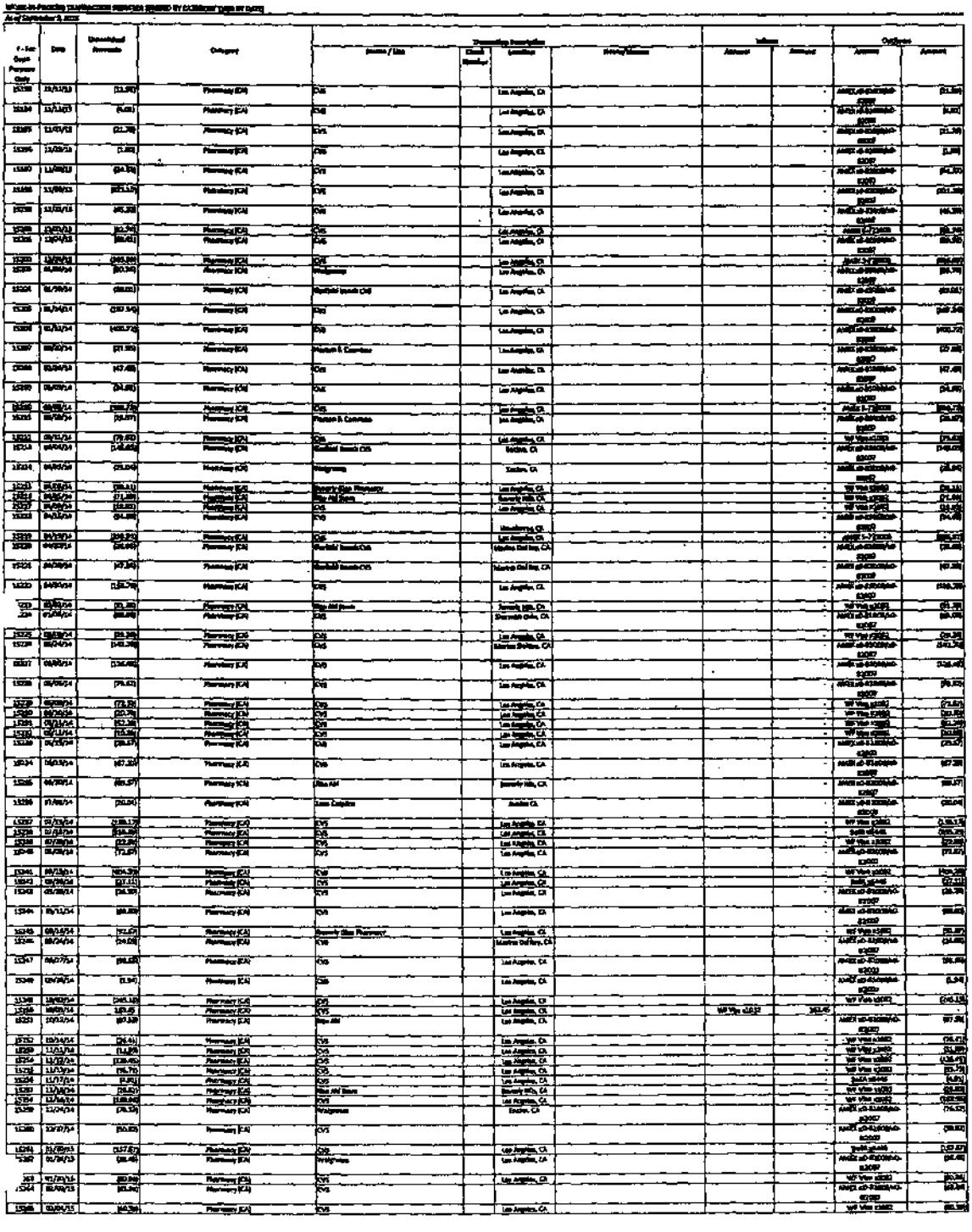

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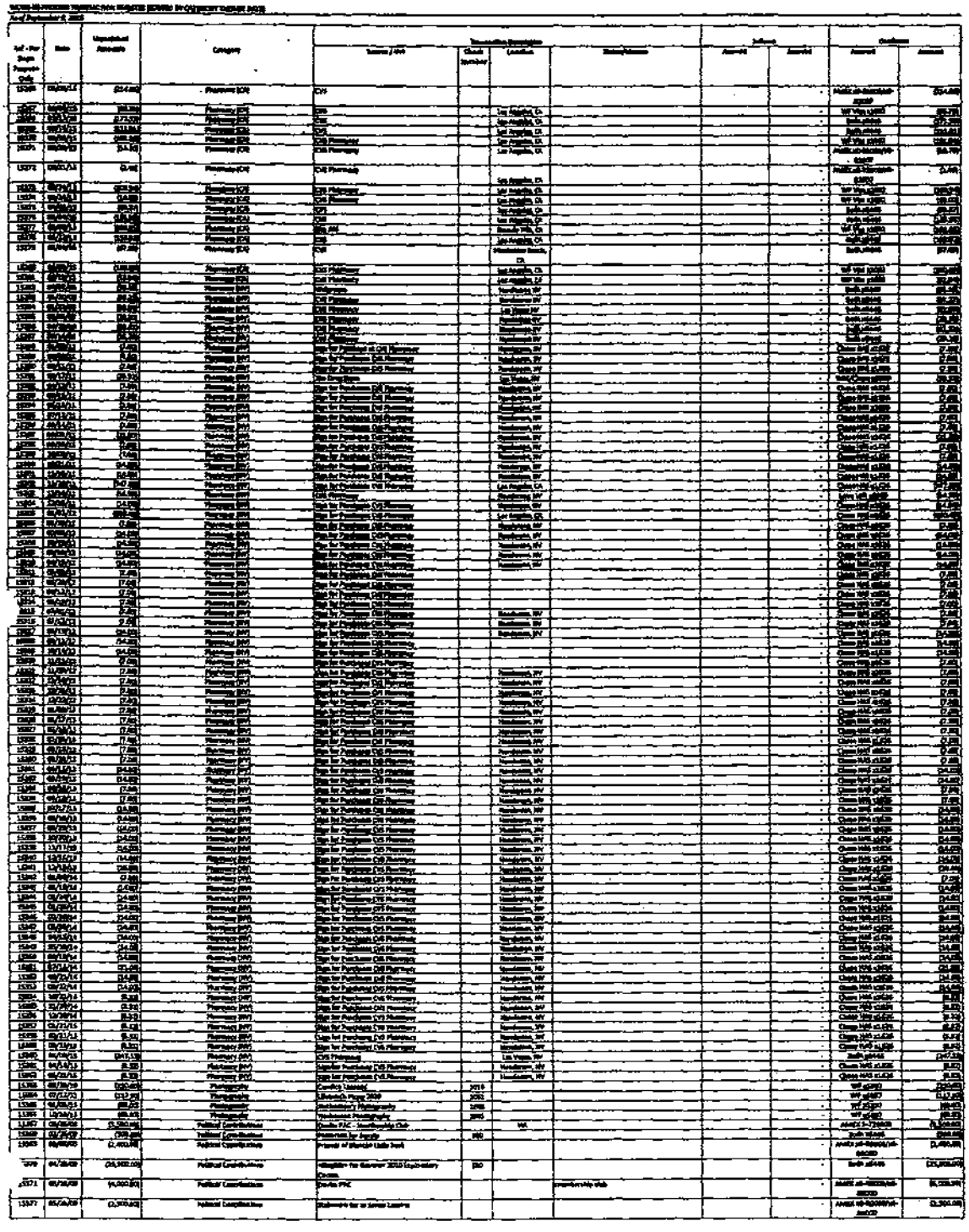

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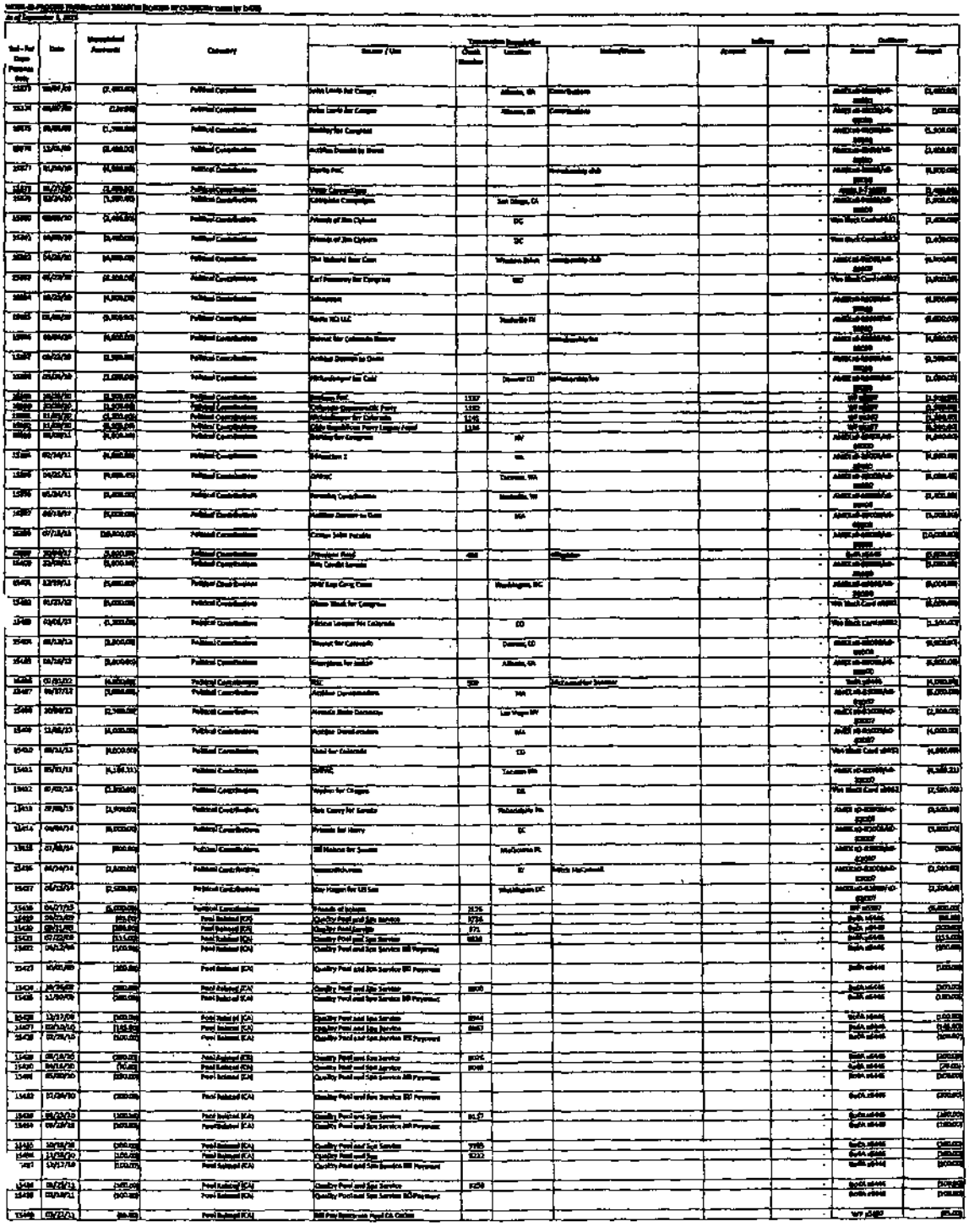

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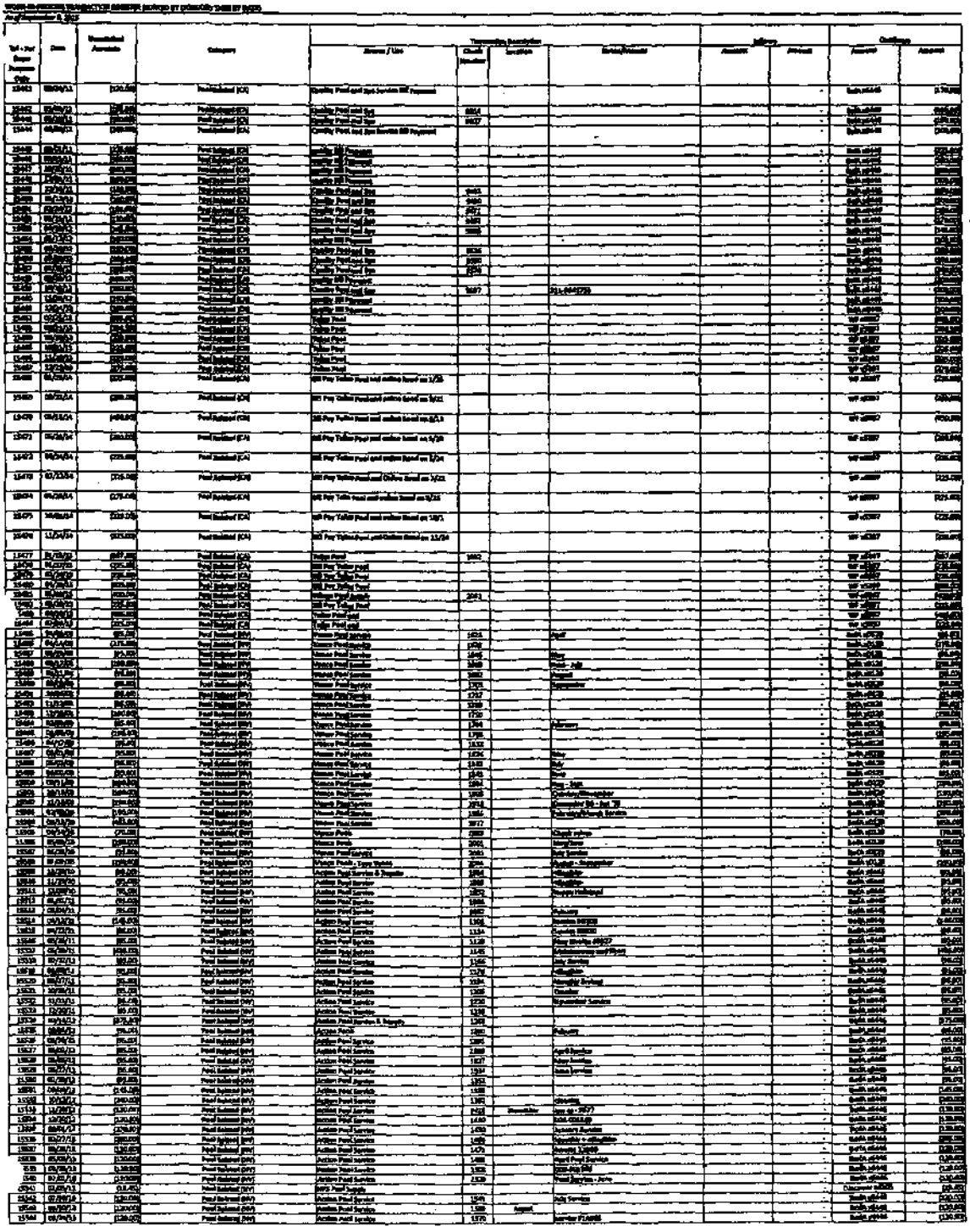

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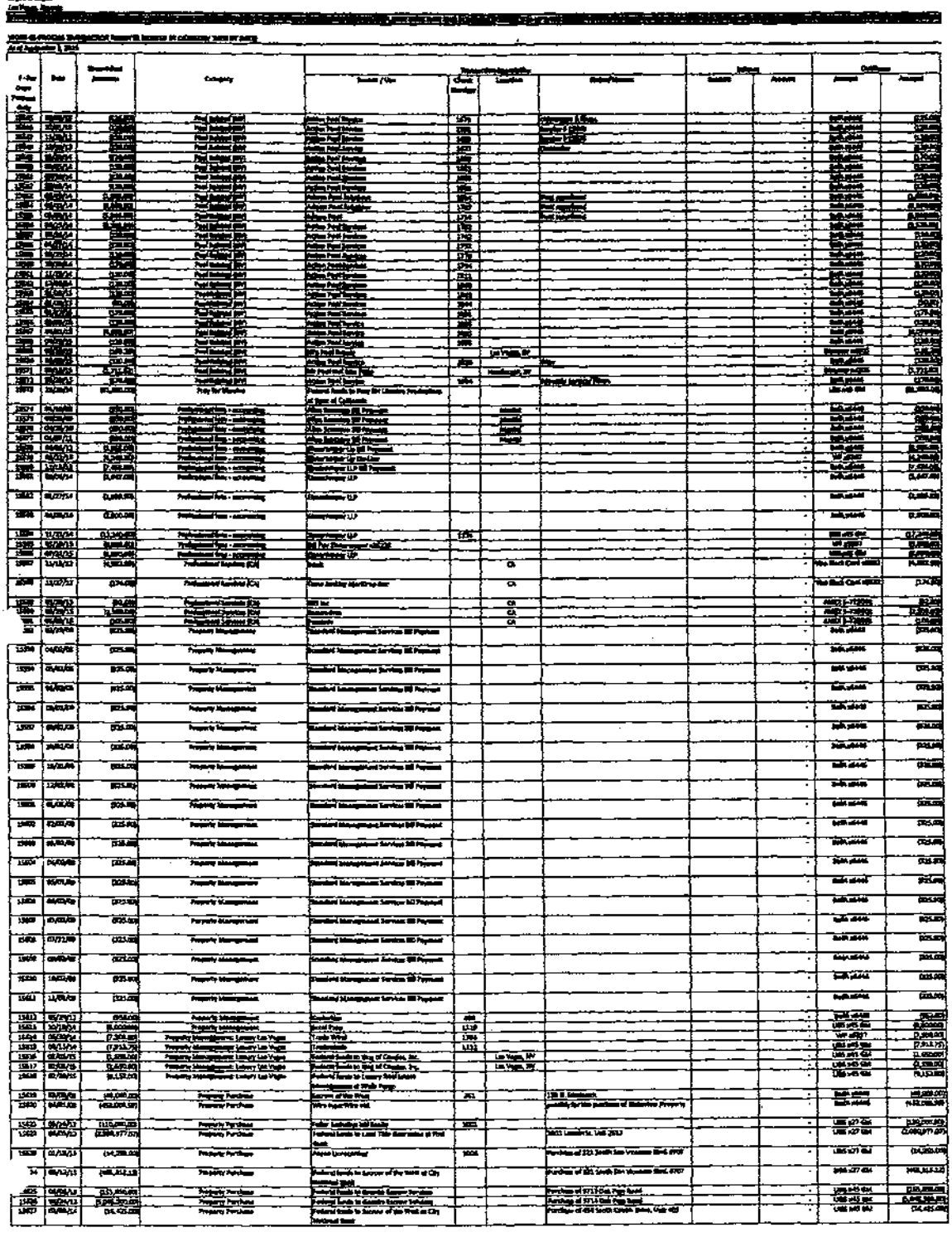

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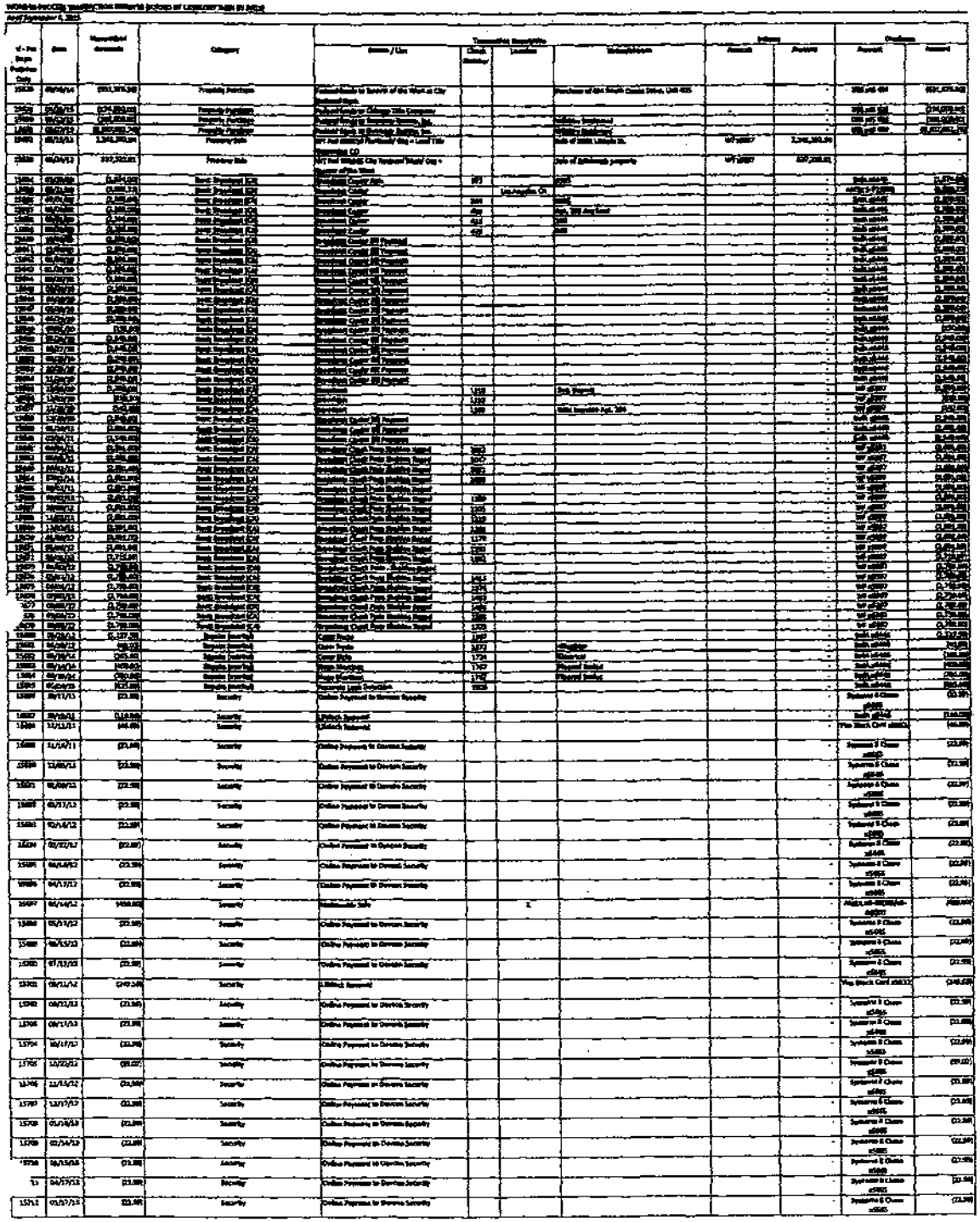

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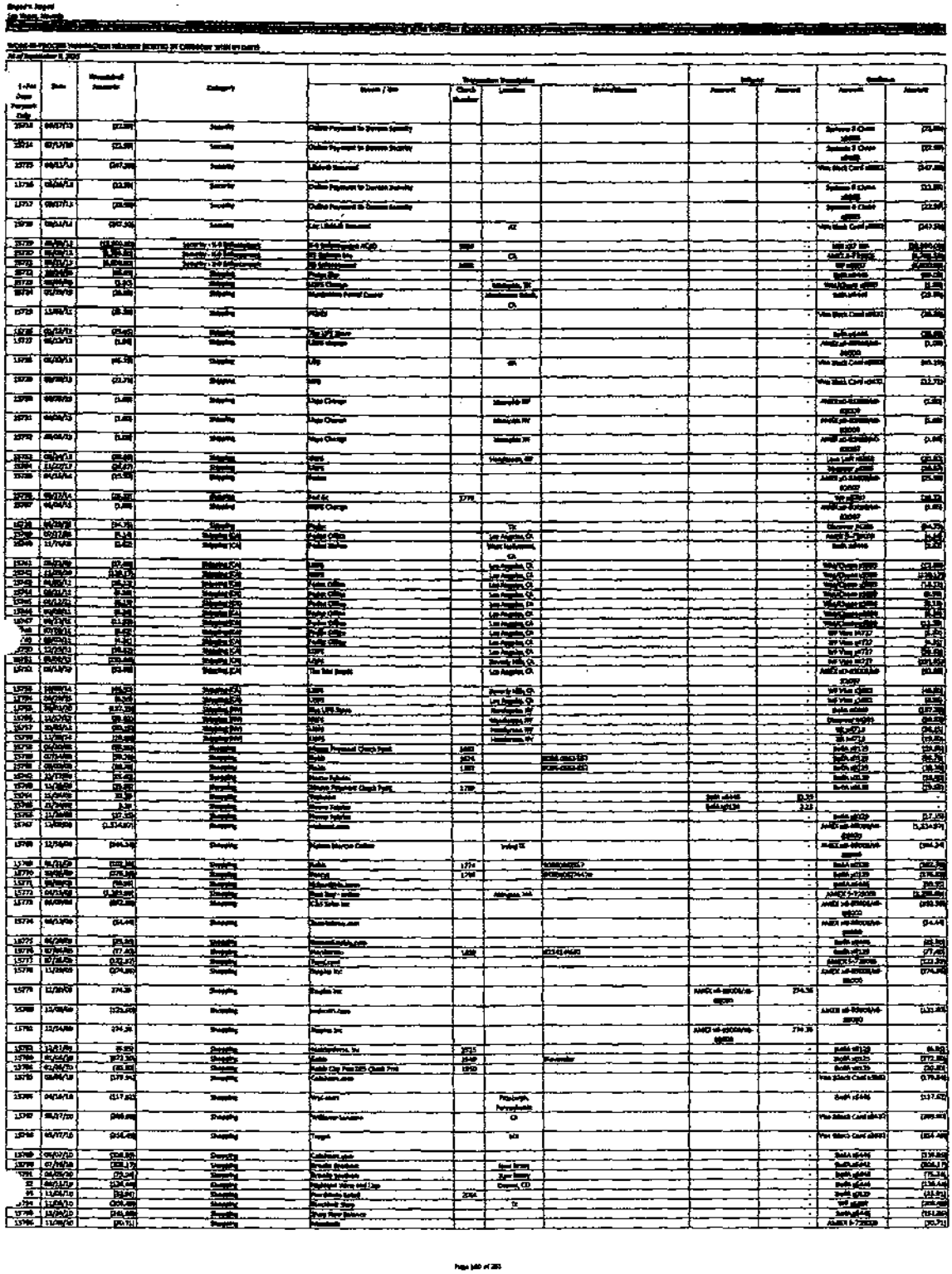

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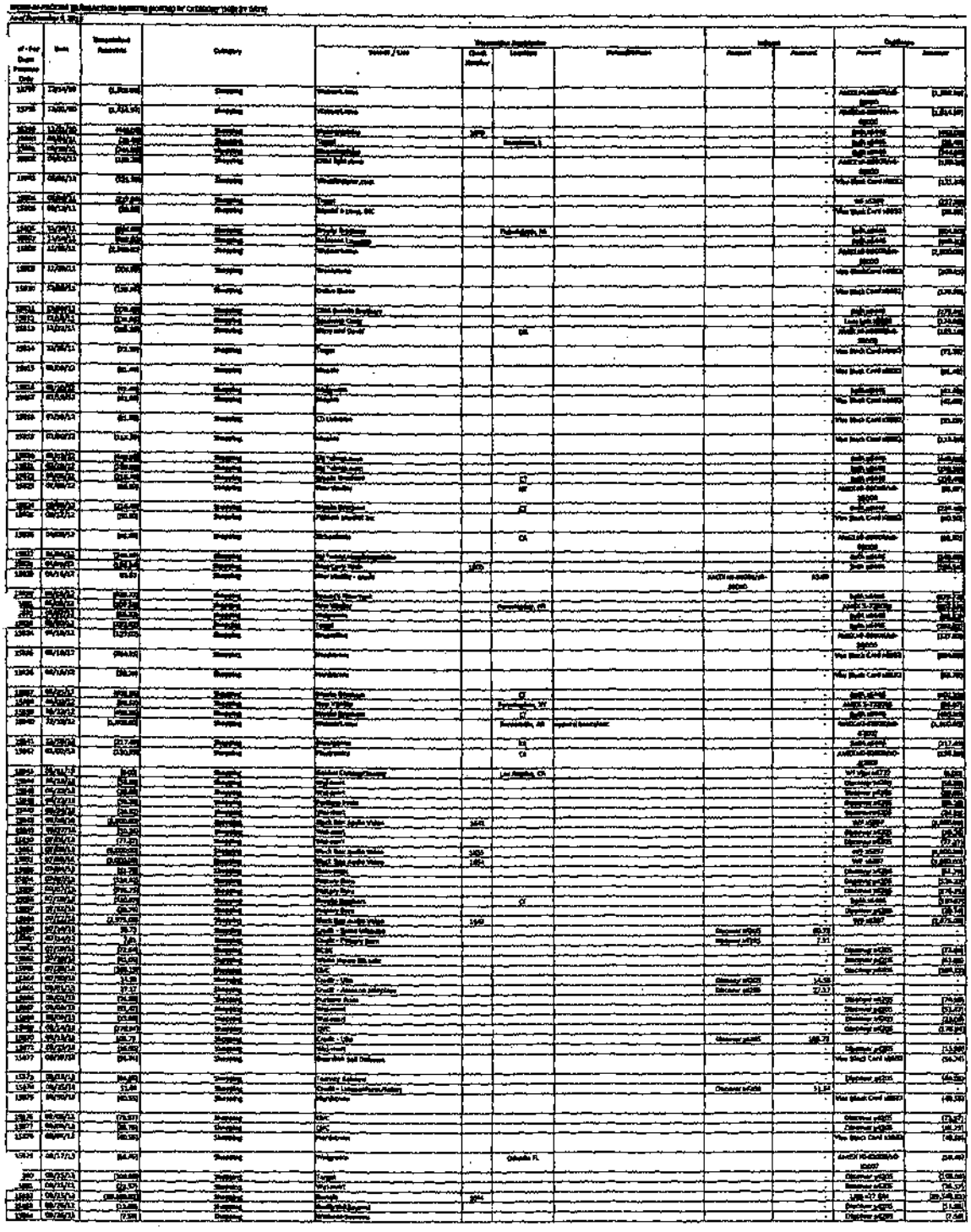

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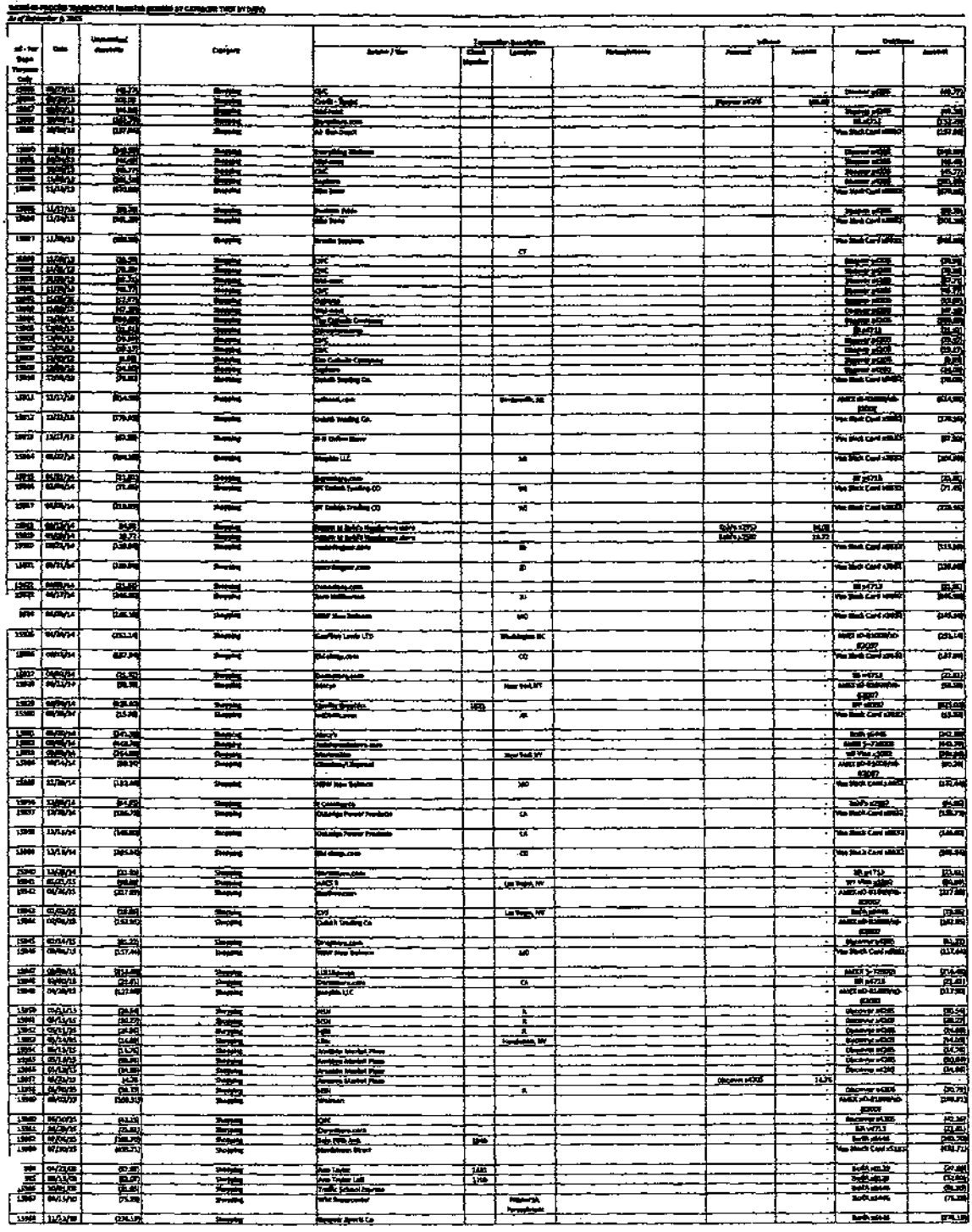

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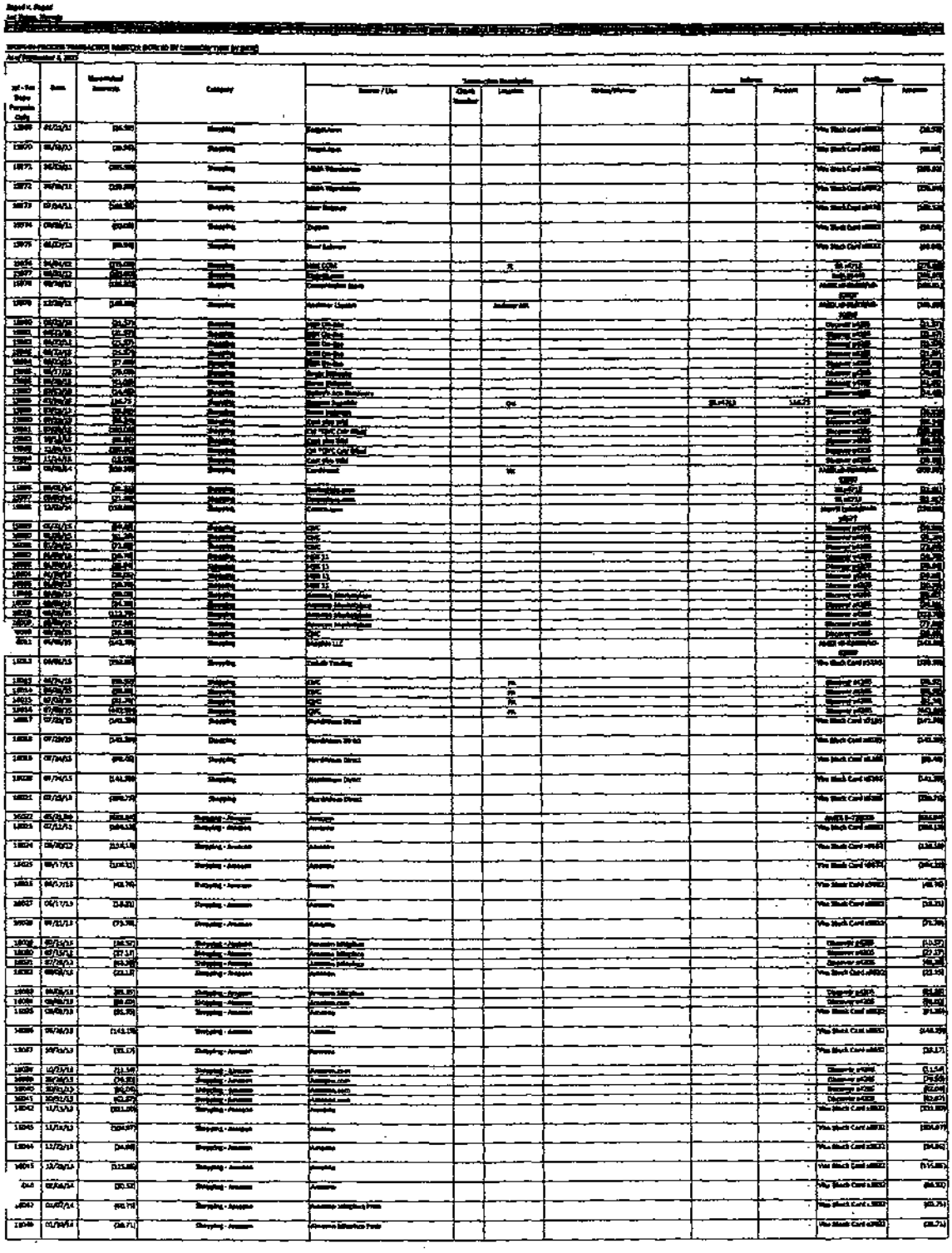

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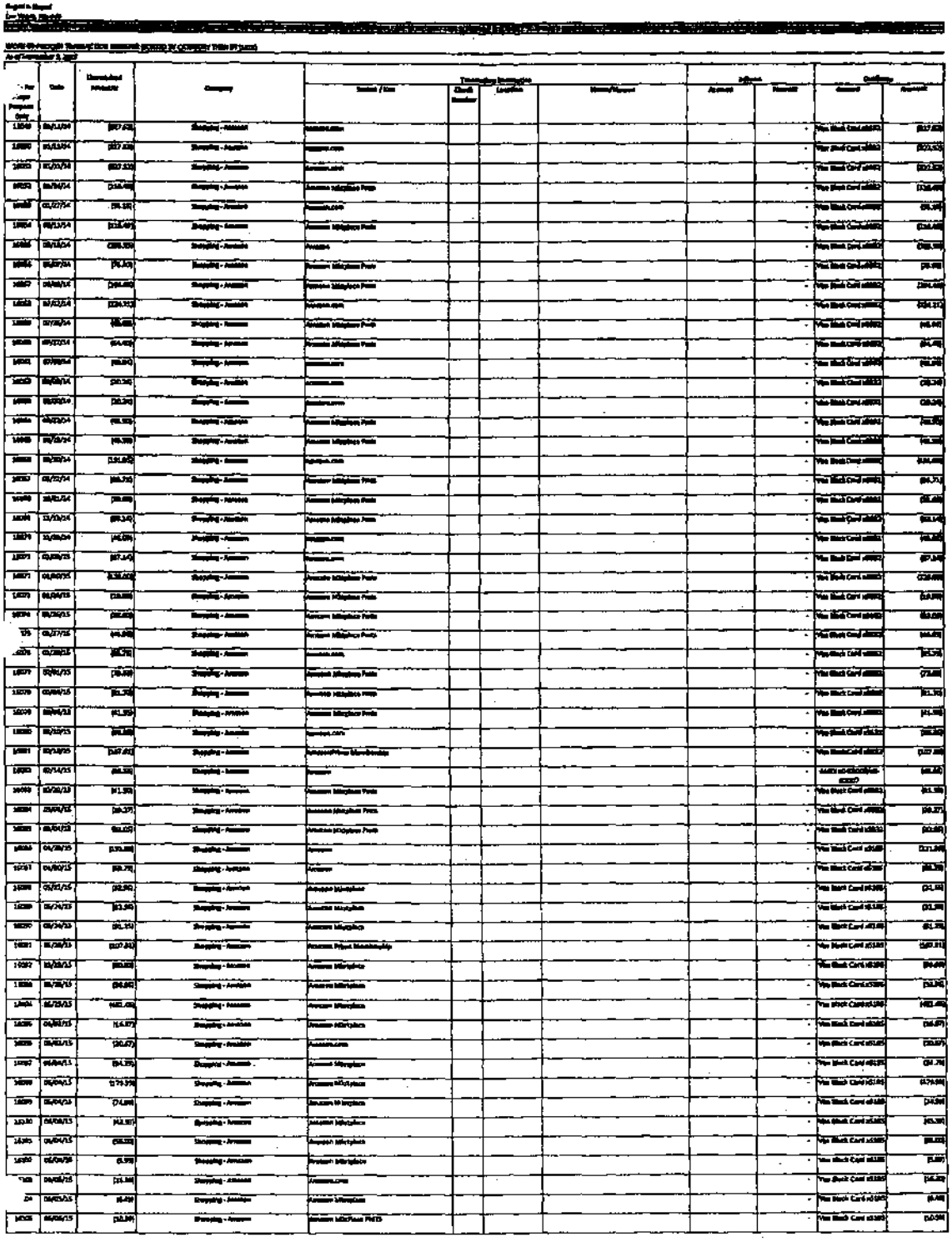

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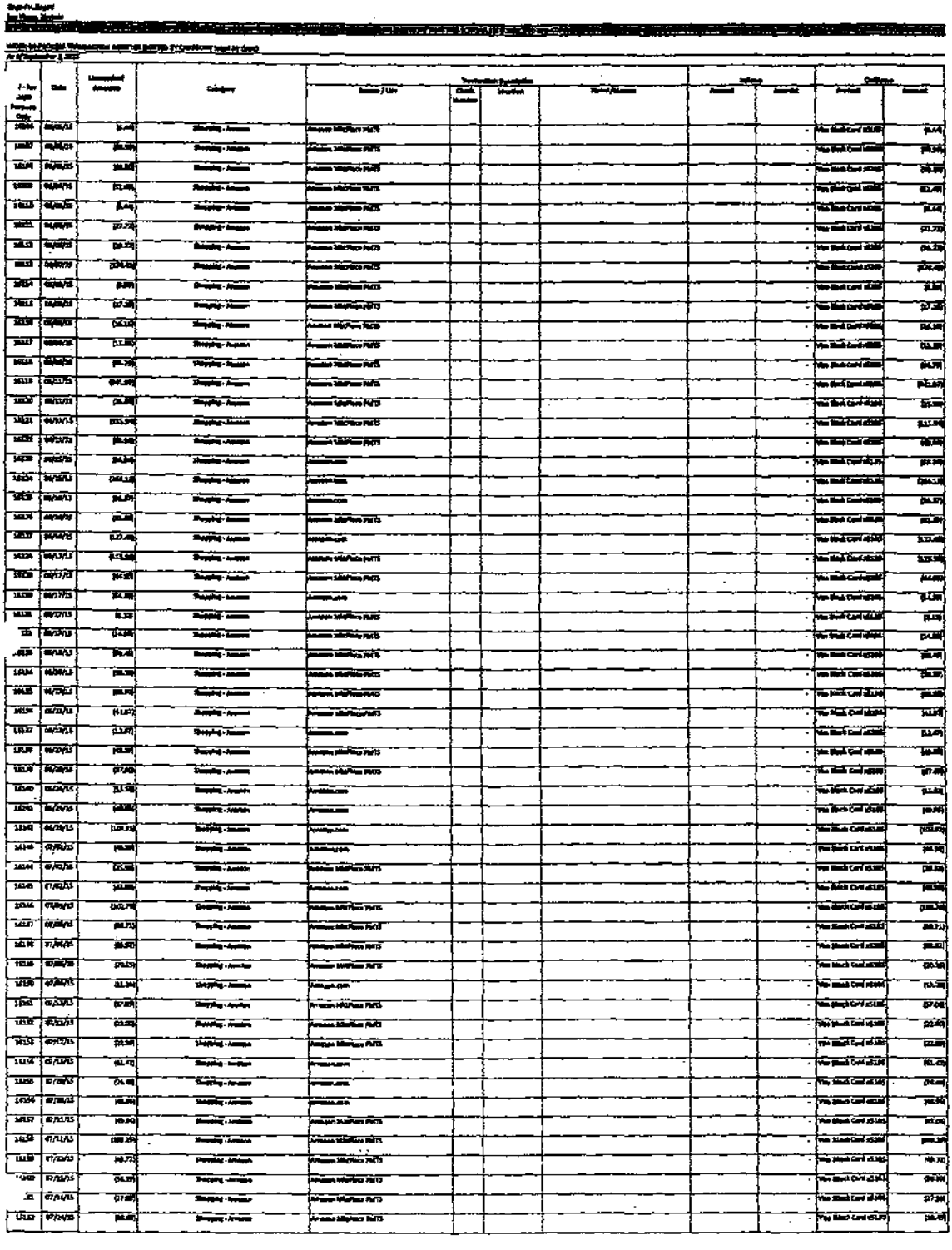

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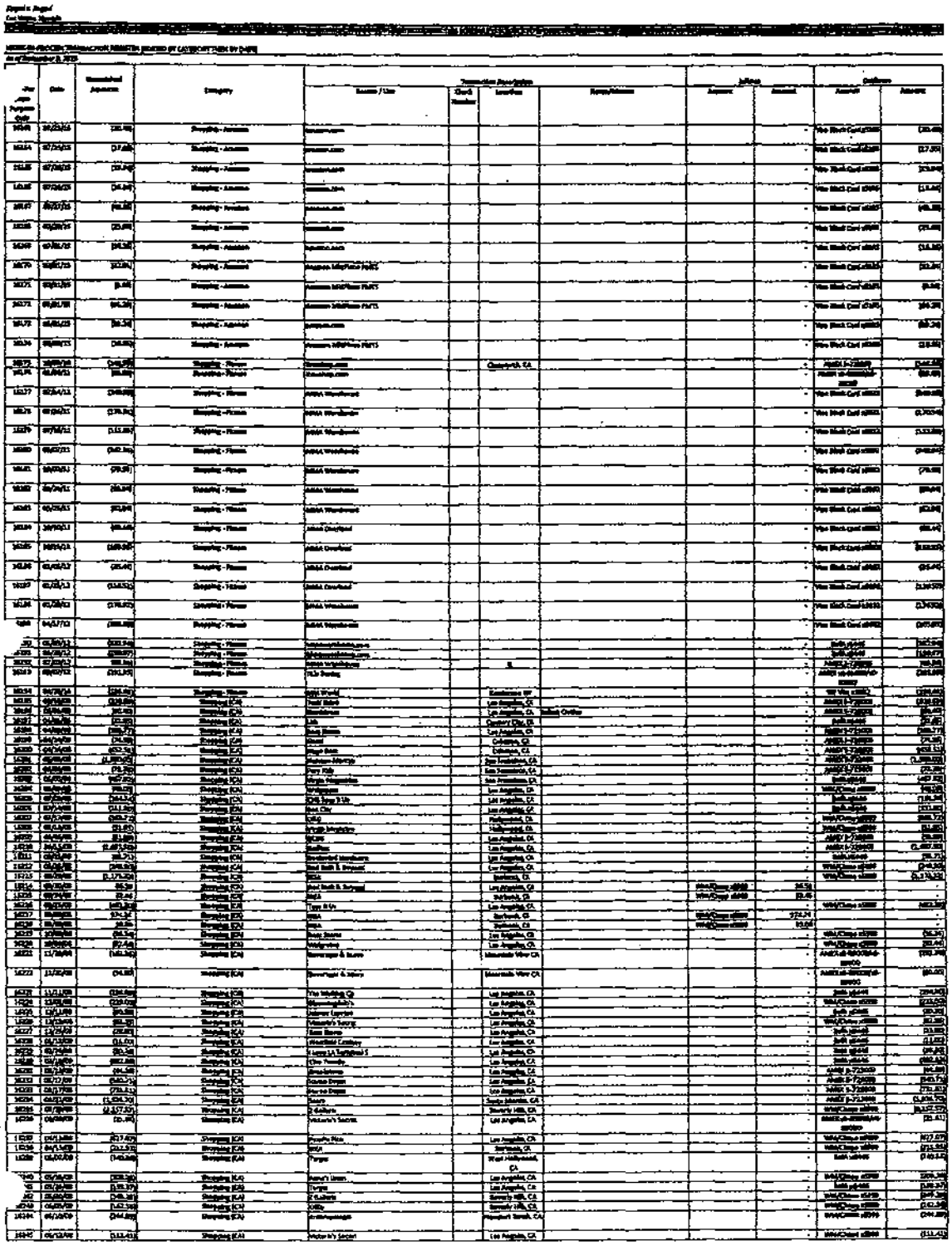

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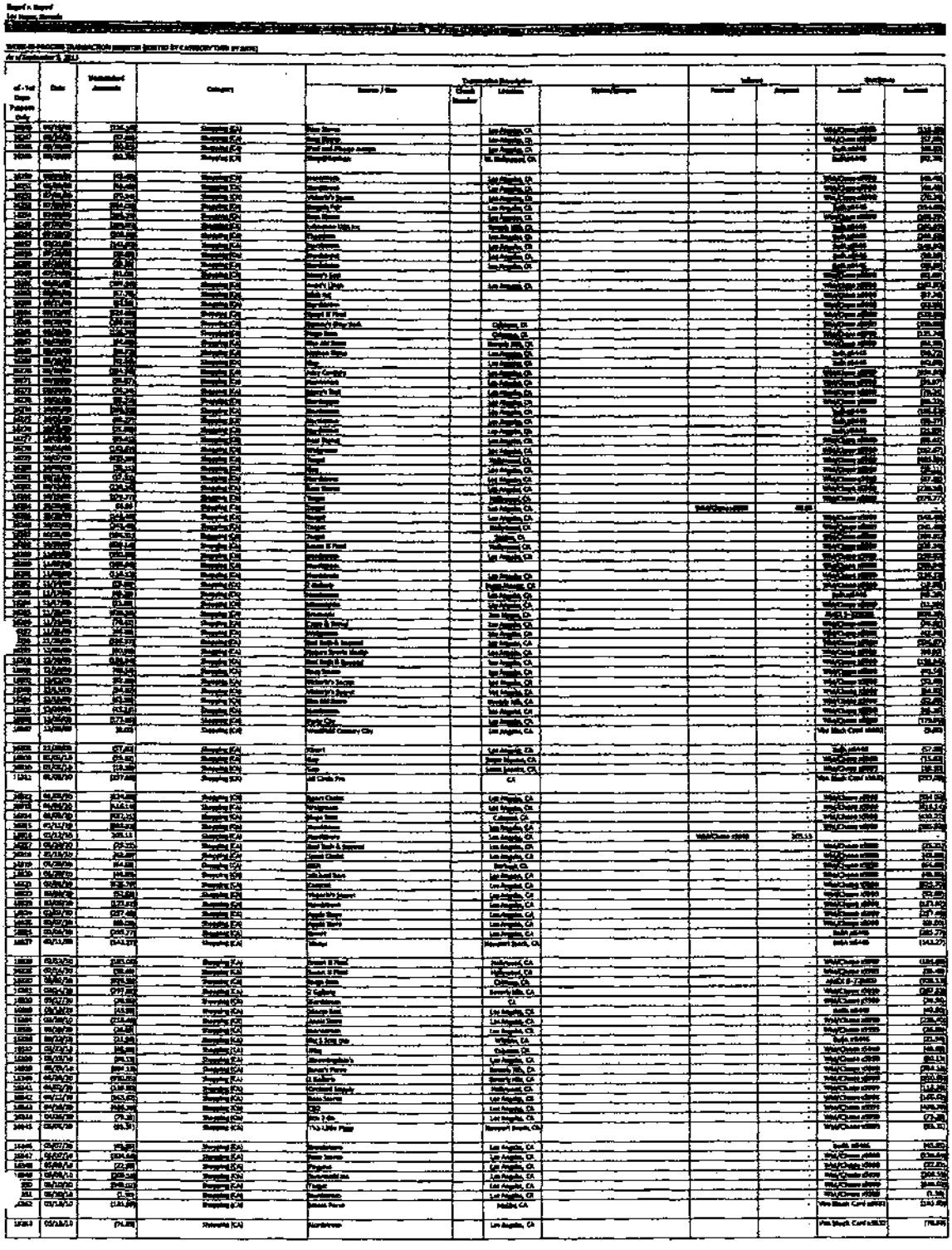

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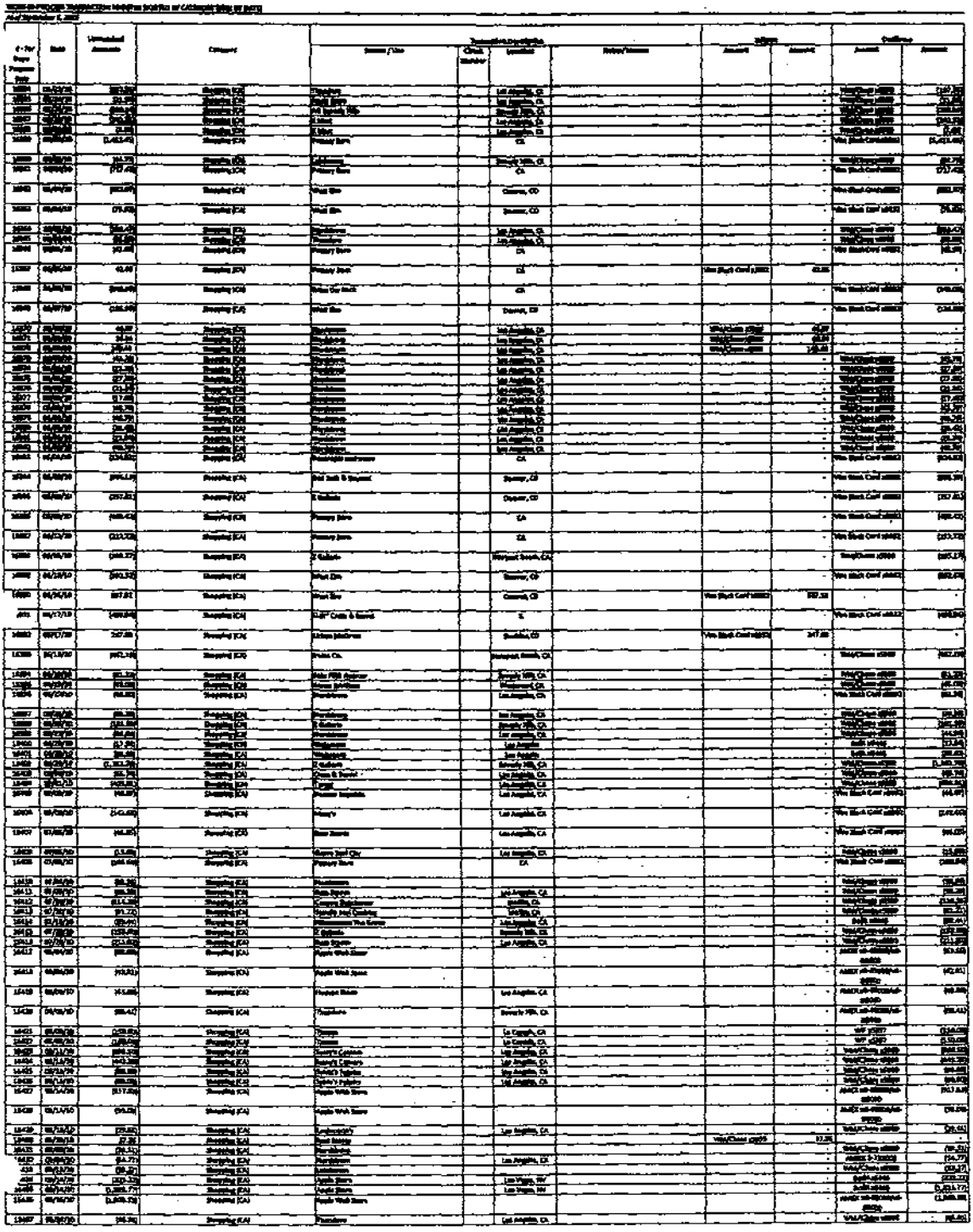

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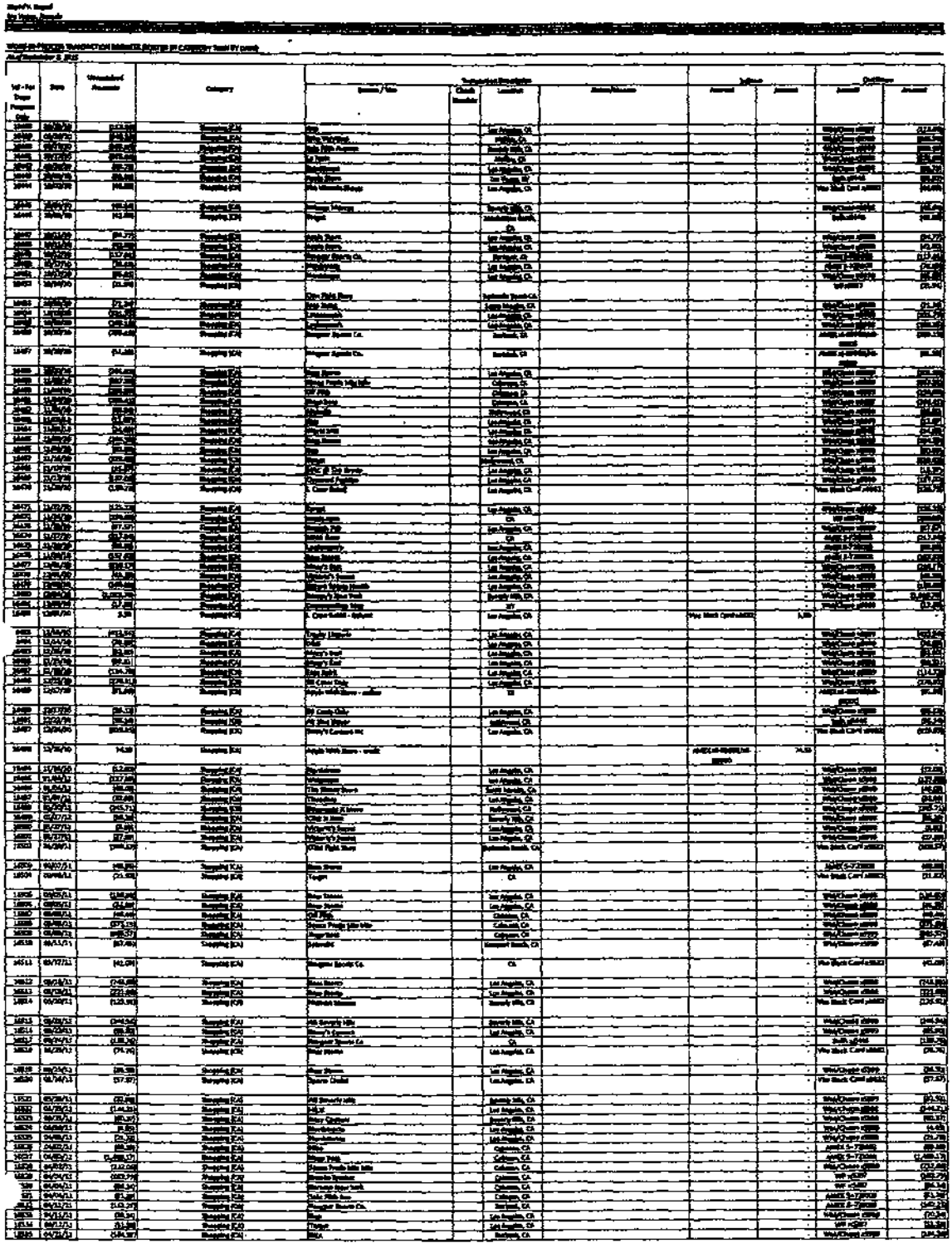

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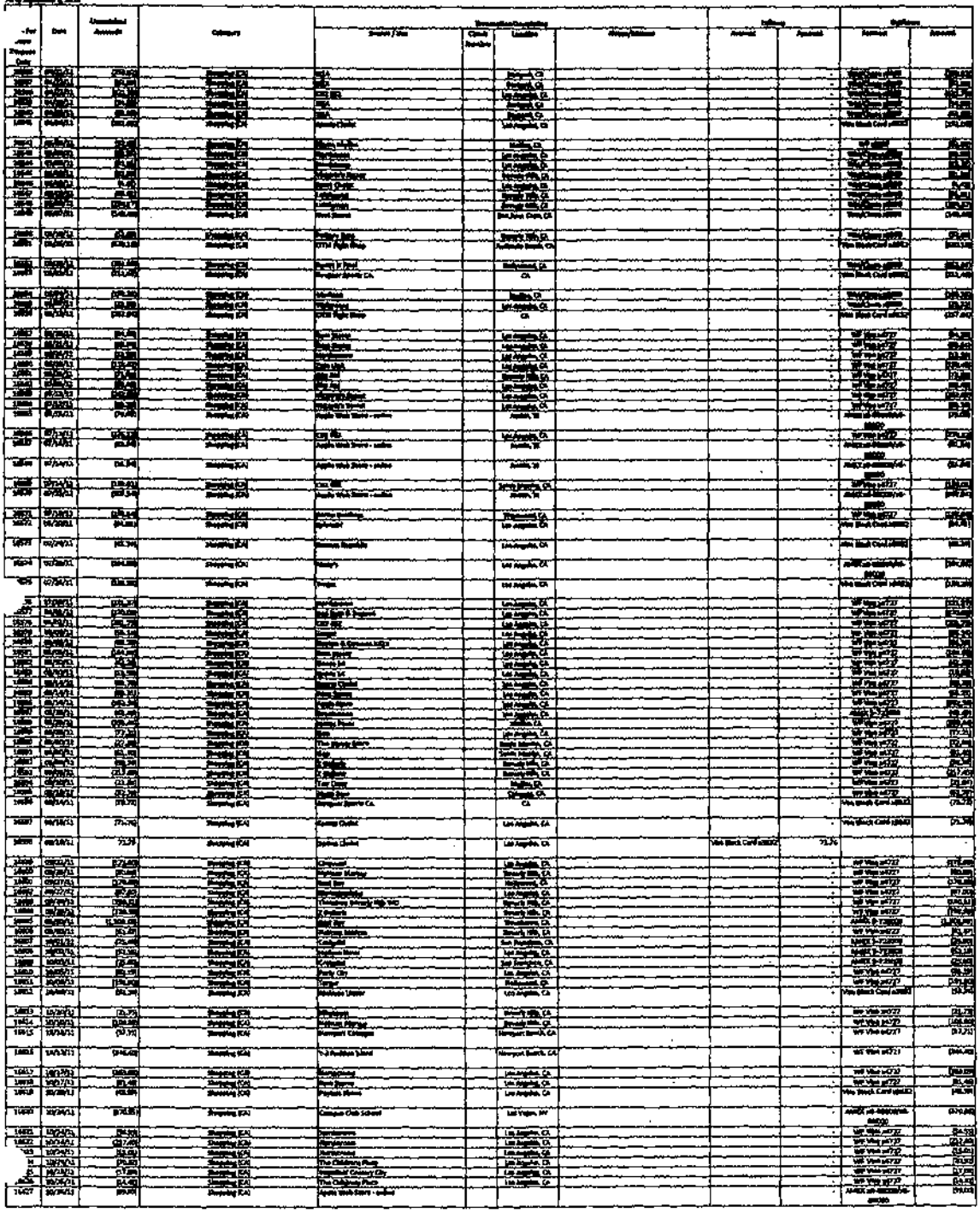

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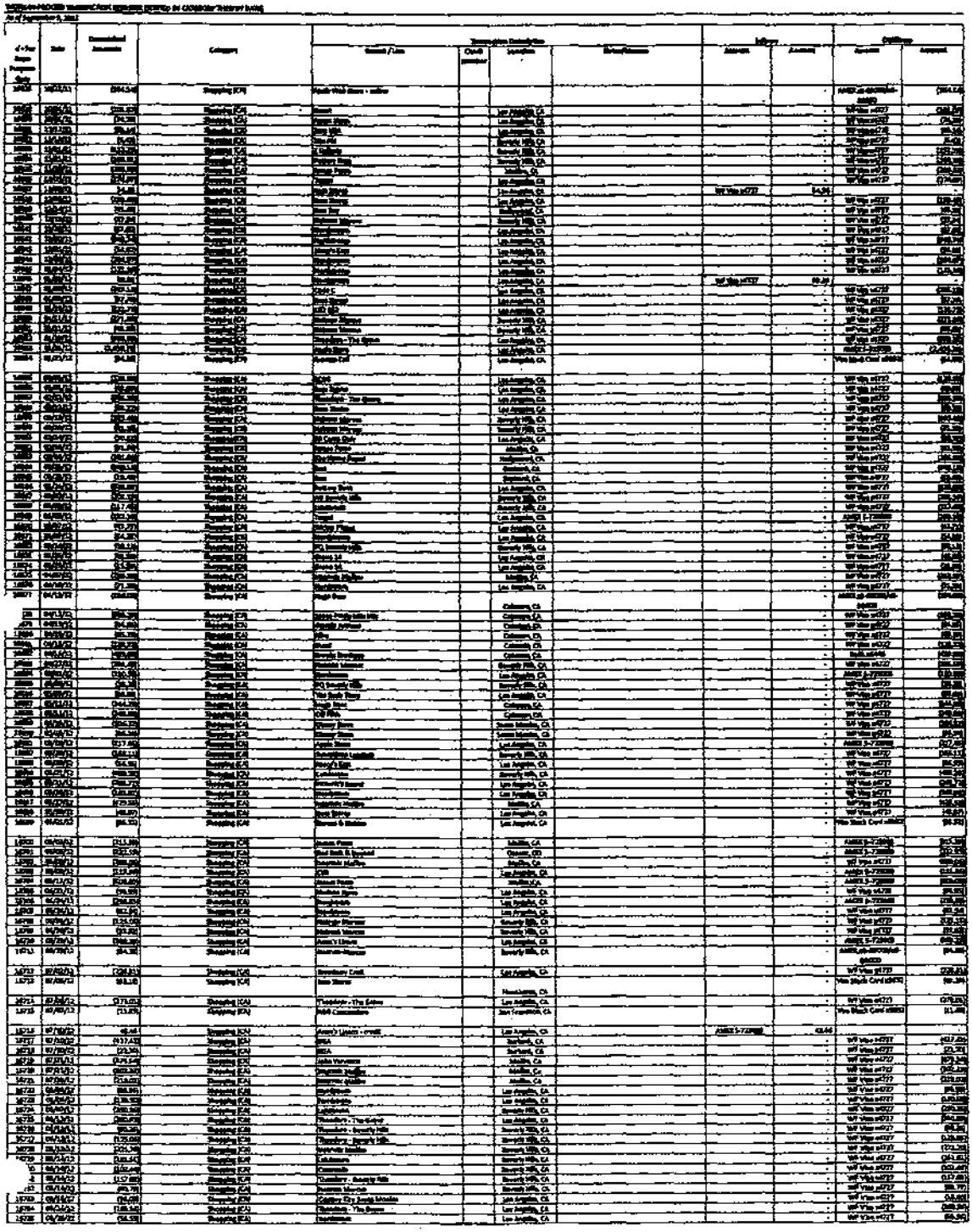

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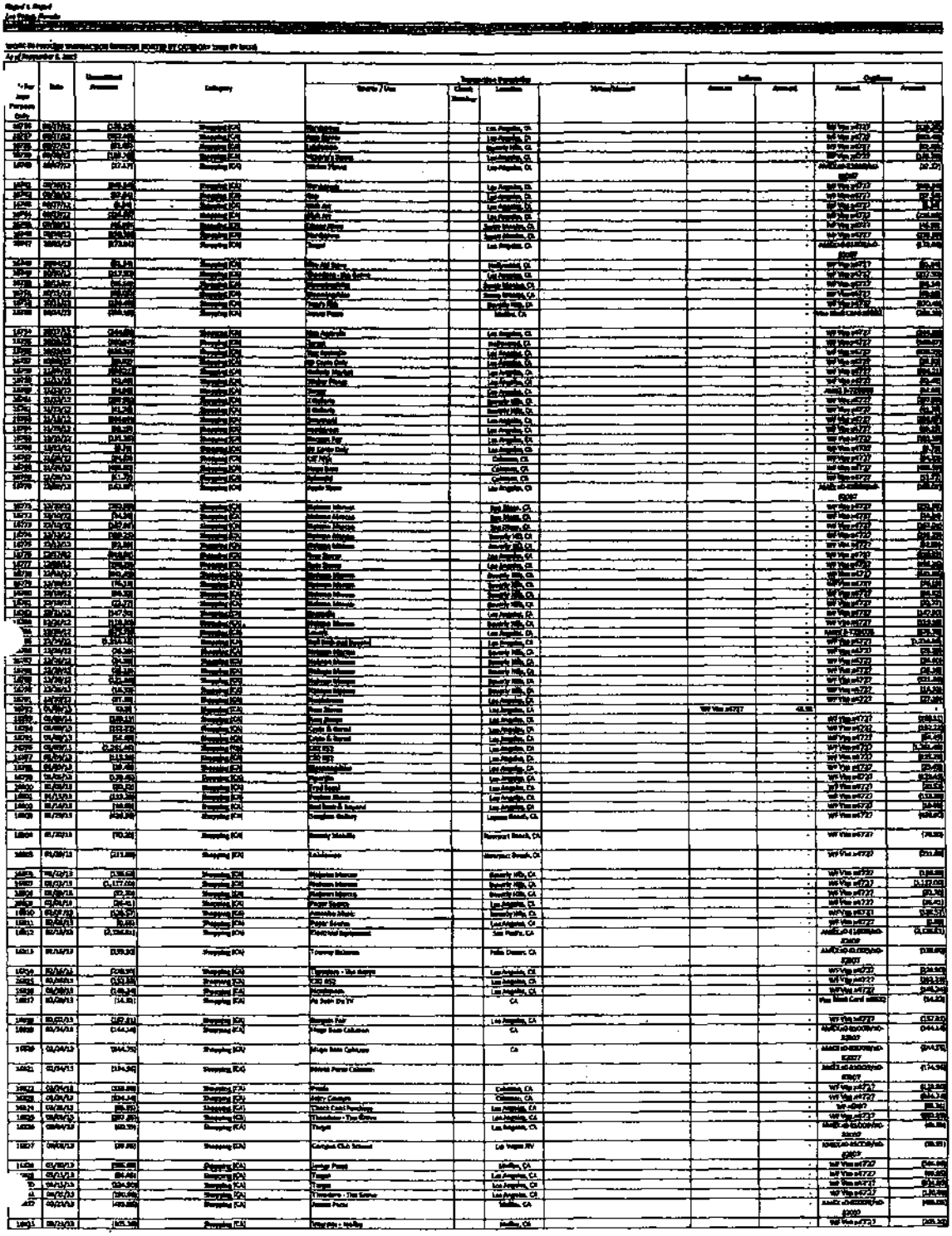

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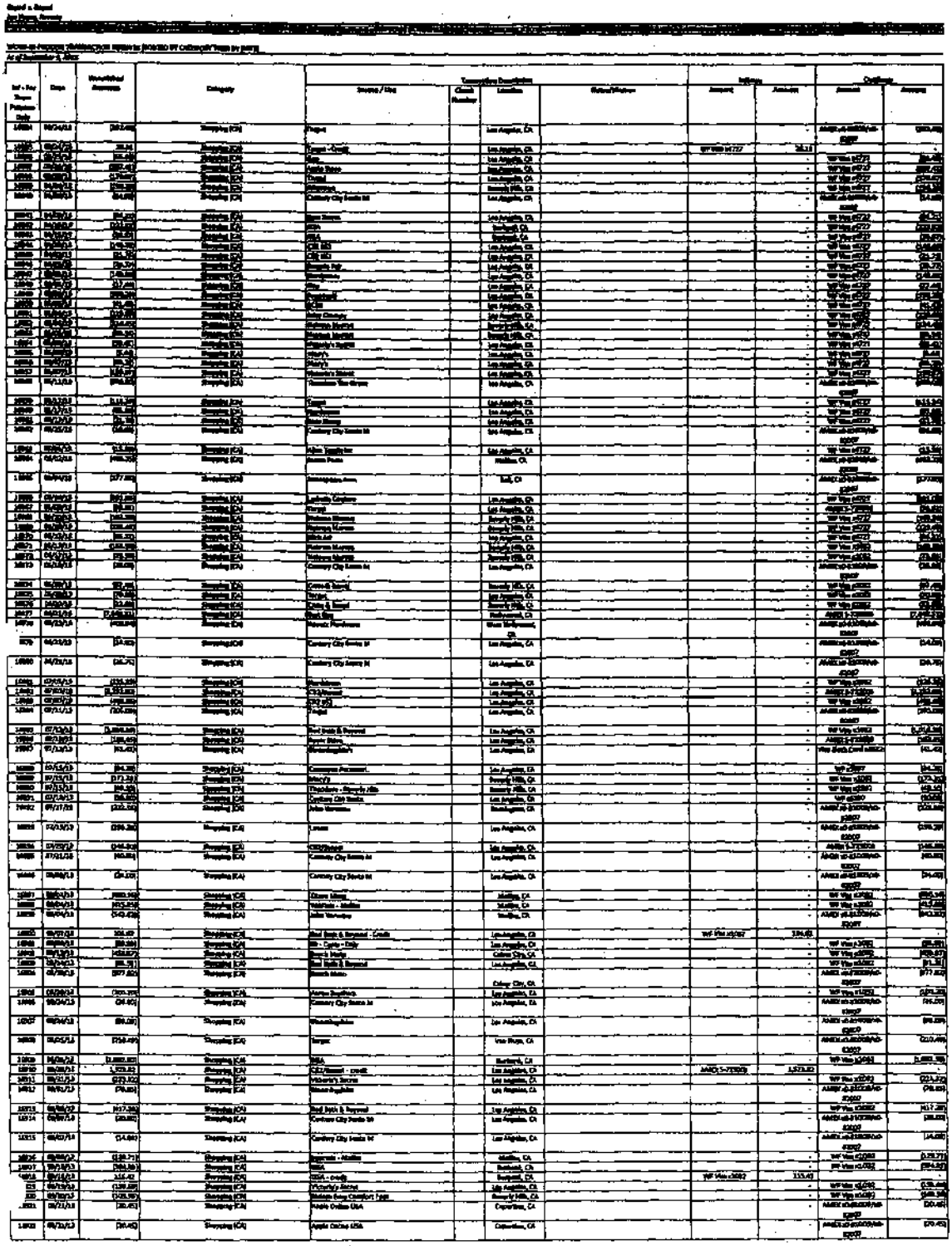

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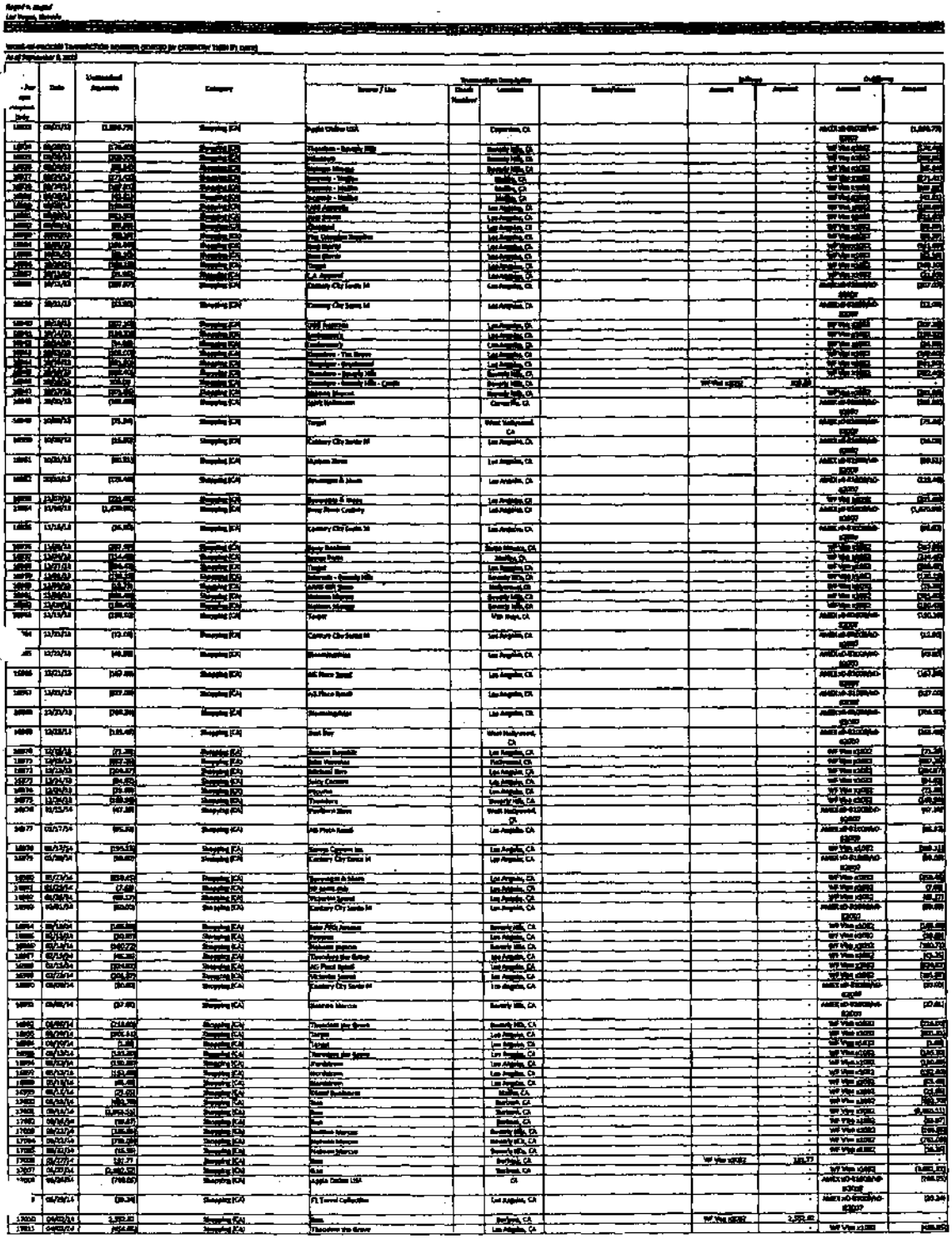

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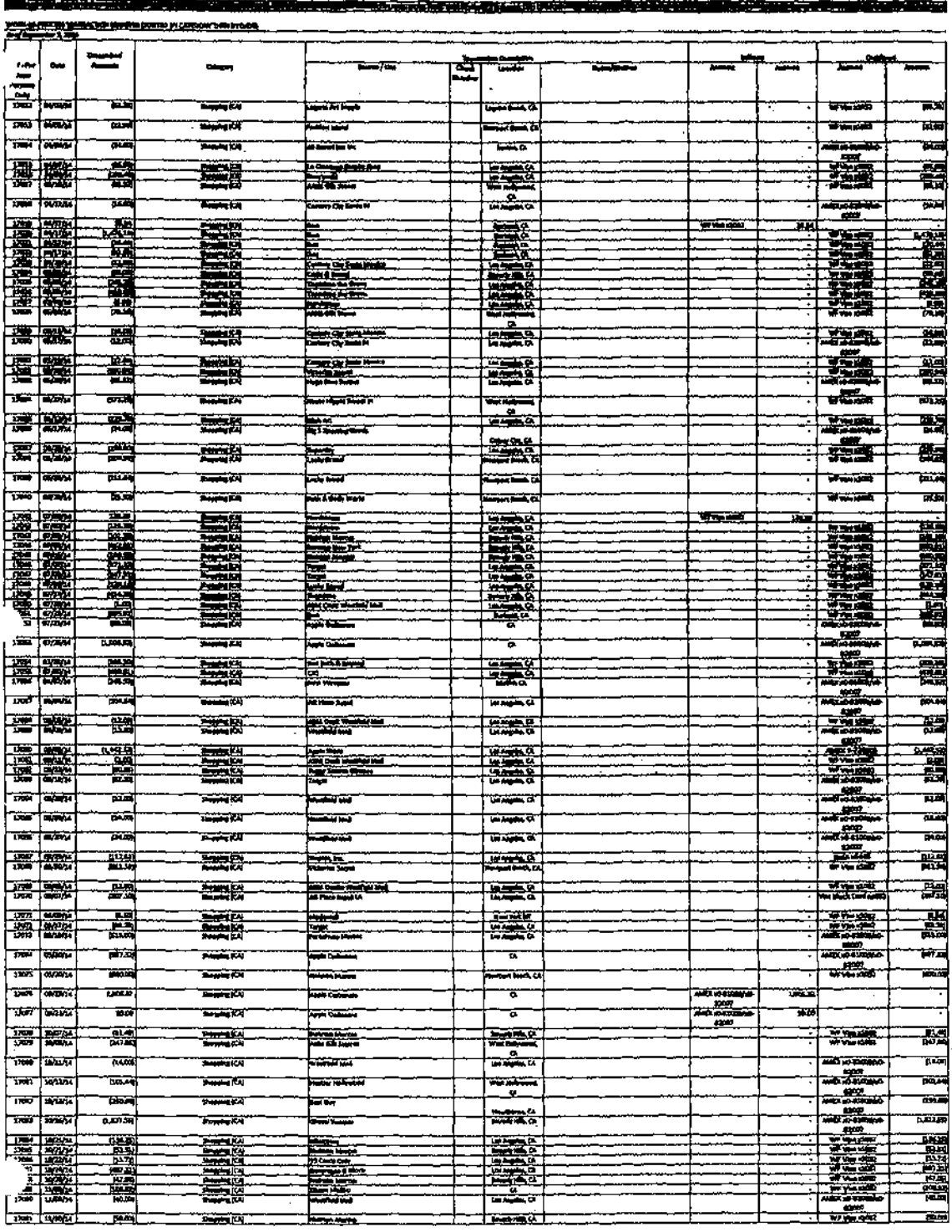

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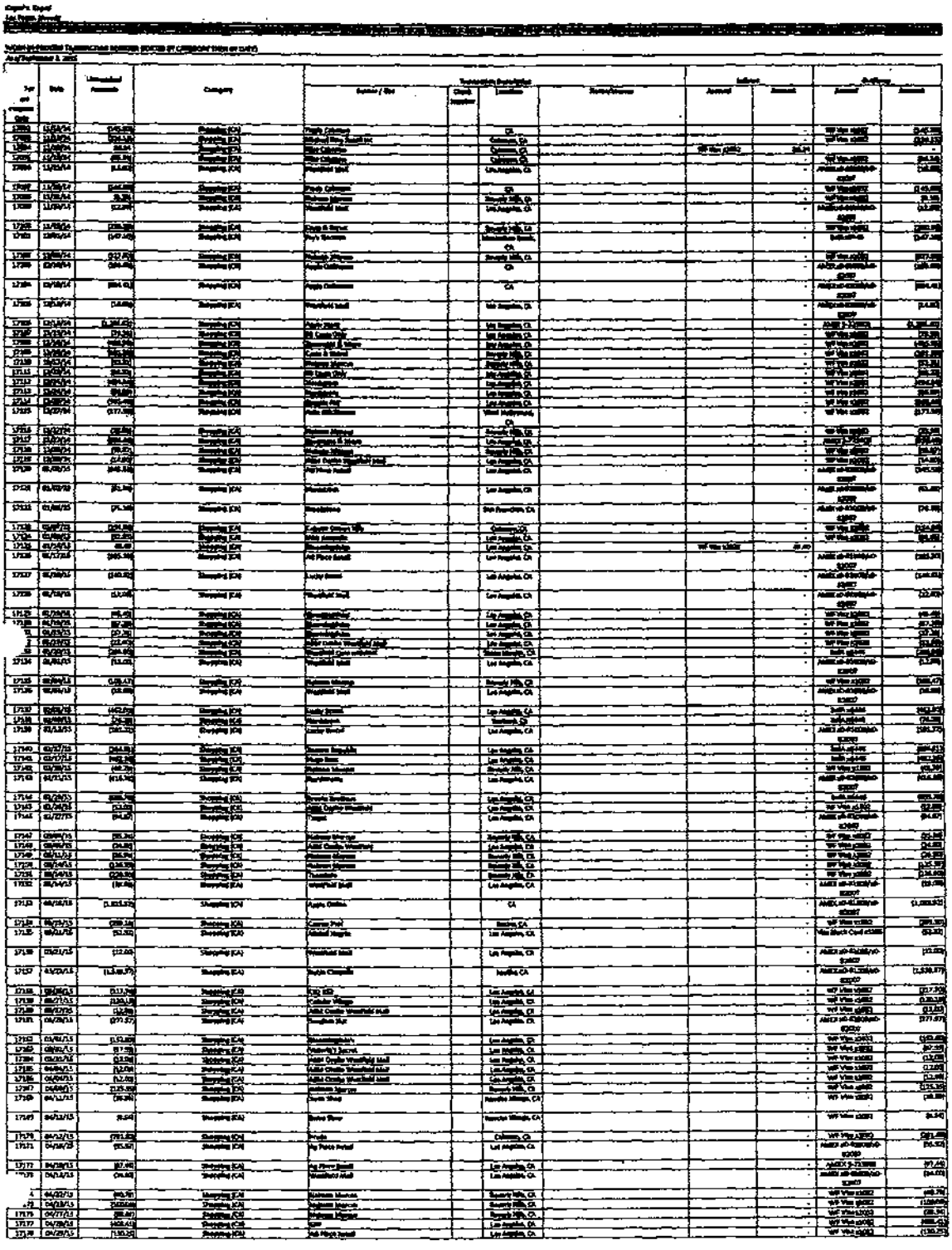

Exhibit 3U.199

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Nevada State Bar No. 002003
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Attorneys for Appellant

Electronically Filed
Apr 06 2017 04:34 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

DENNIS KOGOD,

Appellant,

vs.

GABRIELLE CIOFFI-KOGOD,

Respondent.
_____/

Case No. 71147

APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT

APPELLANT'S APPENDIX
Volume 35

Docket 71147 Document 2017-11545

DOCUMENT	VOLUME	PAGE NO.
Acceptance of Service filed on April 24, 2014	1	14
Acceptance of Service Filed on November 6, 2015	2	394
Amended Notice of Cross-Appeal filed on September 23, 2016	46	9032-9148
Answer to Complaint for Divorce and Counterclaim filed on November 24, 2014	1	19-24
Case Appeal Statement filed on August 23, 2016	44	8590-8593
Case Appeal Statement, filed on December 13, 2016	47	9287-9290
Case Cross-Appeal Statement filed on September 21, 2016	46	9028-9031
Case Cross-Appeal Statement, filed on December 23, 2016	47	9298-9301
Certificate of Service filed on March 2, 2015	1	66
Certificate of Service filed on June 2, 2015	1	85-86
Certificate of Service filed on January 25, 2016	4	712
Certificate of Service filed on June 21, 2016	42	8082
Certificate of Service filed on September 14, 2016	45	8704-8802
Certification of Copy of Exhibits Presented at the 2/23/16-2/26/16 Non-Jury Trial, dated December 8, 2016	10	1876-1894
Certification of Copy Clerks List	41	7980-7983
Complaint for Divorce filed on December 13, 2013	1	1-6
Defendant's Closing Brief filed on August 1, 2016	43	8415-8473
Defendant, Dennis Kogod's, Reply to Plaintiff's, Gabrielle Cioffi-Kogod's, Opposition to Defendant's Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the deposition of Jennifer Crute Steiner and Opposition to Plaintiff's Countermotion for Attorney Fees and Costs filed on June 25, 2015	1	151-178
Defendant's Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner filed on June 11, 2015	1	87-110
Defendant's Exhibits Vol. I:	33	6161-7979

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DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit D- Teichner Accounting Rebuttal Expert Disclosure Dated: January 25, 2016	33	6162-6209
Defendant's Exhibit F- Teichner Accounting Sur-Rebuttal Report Dated: February 15, 2016	33	6210-6215
Defendant's Exhibit S- Bank of America Joint Checking Account Ending 6446 Statement From December 1, 2015 to December 31, 2015	33	6216-6223
Defendant's Exhibit T- Bank of America Checking Account ending in 0129 Statement from December 1, 2015 to December 31, 2015	33	6224-6229
Defendant's Exhibit U- Wells Fargo Complete Advantage Checking Account Ending 5397 Statement from January 9, 2016 to February 5, 2016	33	6230-6239
Defendant's Exhibit V- Wells Fargo PMA Account ending 8870 Statement from January 9, 2016 to February 5, 2016	33	6240-6242
Defendant's Exhibit W- UBS Trust – Fee Base ending 743 Statement From January 2016	33	6243-6252
Defendant's Exhibit X- UBS Checking ending 745 Statement for January 2016	33	6253-6264
Defendant's Exhibit Y- UBS Trust – PWS/GAM ending 134 Statement for January 2016	33	6265-6282
Defendant's Exhibit Z- UBS Stock Option ending 999 Statement for January 2016	33	6283-6290
Defendant's Exhibit AA- Merrill Lynch Ending 588 Statement from December 01, 2015 to December 31, 2015	33	6291-6360
Defendant's Exhibit BB- UBS Trust – Fee Base ending 43 Statement for January 2016	34	6361-6368
Defendant's Exhibit CC- Fidelity Dignity Health Statement from January 1, 2015 to December 31, 2015	34	6369-6372
Defendant's Exhibit DD- Davita Retirement Plan Statement from January 1, 2016 to January 31, 2016	34	6373-6375
Defendant's Exhibit EE- Davita Retirement Savings Plan Statement from October 1, 2015 to December 31, 2015	34	6376-6378
Defendant's Exhibit LL- UBS Premier Variable Credit Line ending 027 Statement for January 2016	34	6379-6384

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Defendant's Exhibit MM- American Express Centurion Account ending 3005	34	6385-6396
Defendant's Exhibit NN- American Express Platinum Account ending 2003 Statement from January 18, 2016 to February 6, 2016	34	6397-6401
Defendant's Exhibit OO- American Express Platinum Account ending 9008 Statement from January 25, 2016 to February 23, 2016	34	6402-6406
Defendant's Exhibit PP- Master Card Account ending 1588 Statement From January 07, 2016 to February 06, 2016	34	6407-6412
Defendant's Exhibit QQ- Wells Fargo Account ending 1032 Statement from December 16, 2015 to January 15, 2016	34	6413-6419
Defendant's Exhibit RR- Banana Republic Account ending 4713 Statement from December 4, 2015 to January 4, 2016	34	6420-6423
Defendant's Exhibit SS- Discover Account ending in 4205 Statement from November 12, 2015 to December 11, 2015	34	6424-6427
Defendant's Exhibit TT- Kohls Account ending in 557 Statement from November 7, 2015 to December 7, 2015	34	6428
Defendant's Exhibit UU- Merrill Lynch Account ending 9677 Statement from November 13, 2015 to December 12, 2015	34	6429-6431
Defendant's Exhibit VV- Nordstorm Account ending 992 Statement from November 13, 2015 to December 13, 2015	34	6432-6436
Defendant's Exhibit WW- TJX Rewards Account ending 6951 Statement from December 1, 2015 to January 1, 2016	34	6437-6439
Defendant's Exhibit XX- Detailed Financial Disclosure Form for Gabrielle Cioffi-Kogod, Filed February 25, 2015	34	6440-6456
Defendant's Exhibit AAA- Email from Eugene to Dennis Dated: February 12, 2012	34	6457-6459
Defendant's Exhibit BBB- Various Checks from Gabrielle to Eugene Cioffi-Kogod Re: House	34	6460-6464
Defendant's Exhibit CCC- Various Checks from Gabrielle to Eugene Cioffi-Kogod Re: Misc.	34	6465-6467
Defendant's Exhibit DDD- Various Checks from Gabrielle to Eugene Cioffi Re: Eugene's Birthday	34	6468-6470
Defendant's Exhibit EEE- Various Checks from Gabrielle to Cassandra Cioffi Re: Cassandra's Birthday	34	6471-6473

DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit FFF- Various Checks from Gabrielle to Stephanie Cioff Re: Stephanie's Birthday	34	6474-6476
Defendant's Exhibit GGG- Check from Dennis to Escrow of the West Re: 128 N. Edinburch	34	6477
Defendant's Exhibit HHH- Various Checks from Gabrielle to Cash	34	6478-6496
Defendant's Exhibit III- Various Checks from Gabrielle to Deaner, Deaner, Scann, Malan & Larsen Re: Kogod v. DeYoung #5504-0001	34	6497-6507
Defendant's Exhibit KKK- Notice of Entry of Stipulation and Order Filed on August 12, 2015	34	6508-6513
Defendant's Exhibit LLL- Email from Dennis to Gabrielle Dated: December 8, 2011	34	6514-6515
Defendant's Exhibit NNN- Plaintiff's Sixteenth Supplemental Production of Documents Pursuant to NRCP 16.2, Served on October 22, 2015	34	6516-656
Defendant's Exhibit OOO- Gabrielle Kogod's Resume	34	6561-6564
Defendant's Exhibit PPP- Plaintiff's Response to Defendant's First Set of Interrogatories Dated May 18, 2015	35	6565-6589
Defendant's Exhibit QQQ- Plaintiff's Response to Defendant's Second Set of Interrogatories Served on October 20, 2015	35	6590-6597
Defendant's Exhibit RRR- Plaintiff's Response to Defendant's Third Set of Interrogatories Served on October 29, 2015	35	6598-6603
Defendant's Exhibit SSS- Confidential Memorandum Limited Partner Interests in New Enterprise Associates 14, L.P. Dated: February 2012	35	6604-6683
Defendant's Exhibit TTT- New Enterprise Associates 14, L.P. Supplemental Schedule of Changes in Individual Partner's Capital Accounts	35	6684-6706
Defendant's Exhibit UUU- Plaintiff's Eleventh Supplemental Production of Documents Pursuant to NRCP 16.2 Dated: September 9, 2015 (Spreadsheet from Nadya's depo)	36	6707-6906
Defendant's Exhibit UUU- Continued Plaintiff's Eleventh Supplemental Production of Documents Pursuant to NRCP 16.2 Dated: September 9, 2015 (Spreadsheet from Nadya's depo)	37	6907-7034
Defendant's Exhibit VVV- Davita Power Point Regarding 2015 Long Term Incentive Program	37	7035-7041

DOCUMENT	VOLUME	PAGE NO.
Defendant's Exhibit XXX- Davita Cash Performance Award Agreement, Exhibit B	37	7042-7048
Defendant's Exhibit YYY- Email from Radiology Partners regarding 2014 Tax Compliance	37	7049-7059
Defendant's Exhibit ZZZ- Radiology Partners Member Equity Statement Dated: July 31, 2015	37	7060
Defendant's Exhibit AAAA- Radiology Partners Practice Update, Dated July 31, 2015	37	7061-7067
Defendant's Exhibit FFFF- Kogod Equity Analysis of Dennis' outstanding Long-term incentives (Equity Bases and Cash-Based) and Explanation	37	7068-7070
Defendant's Exhibit GGGG- Thomasina Distribution Agreement	37	7071-7126
Defendant's Exhibit HHHH- Pray for Ukraine Agreement Dated: October 16, 2014	37	7127-7132
Defendant's Exhibit IIII- UBS Resource Management account Ending 899 Statement for February 2016	37	7133-7134
Defendant's Exhibit JJJJ- 2015 W-2 issued to Dennis L. Kogod	37	7135-7137
Defendant's Exhibit KKKK- Principle Life Insurance Company Statement for February 18 2016	37	7138-7139
Defendant's Exhibit LLLL- Email from Denise to Dennis Kogod	38	7140
Defendant's Exhibit MMMM- Filing with US Security and Exchange Commission	38	7141-7142
Defendants Exhibit NNNN- Email 2/23/16 Re: Award of 76,766 Shares And Sale of $33,290 Shares for Tax Purposes	38	7143-7144
Defendant's Exhibit OOOO- Assets & Debt Chart	38	7145-7148
Defendant's Exhibit PPPP- Martial Balance Sheet	38	7149-7151
Defendant's Exhibit QQQQ- Costs & Fees Through 1/31/16	38	7152-7174
Defendant's Exhibit RRRR- Jimmerson Fees	38	7175-7340
Defendant's Exhibit SSSS- Depo of Eugene Cioffi February 05, 2016	39	7341-7450
Defendant's Exhibit TTTT- Depo of Stephanie Cioffi February 05, 2016	39	7451-7467
Defendant's Exhibit UUUU- 9716 Oak Pass Appraisal	42	8042-8061

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Defendant's Exhibit WWWW- Hollywood Hills Escrow	42	8063
Defendant's Exhibit XXXX-_February 2016 UBS account summary statement	39	7468-7474
Defendant's Exhibit YYYY- February 2016 UBS account statement for Accounts ending 743	39	7475-7484
Defendant's Exhibit ZZZZ- February 2016 UBS account statement for Accounts ending 134	39	7485-7500
Defendant's Exhibit 5A- February 2016 UBS account summary statement	39	7501-7508
Defendant's Exhibit 5B- February 2016 UBS account statement for accounts Ending 745	39	7509-7522
Defendant's Exhibit 5C- February 2016 UBS account statement for accounts Ending 899	39	7523-7532
Defendant's Exhibit 5D- February 2016 UBS account statement for accounts Ending 746	39	7533-7540
Defendant's Exhibit 5E- February 2016 UBS account statement for accounts Ending 027	39	7541-7546
Defendant's Exhibit 5F- February 2016 UBS account statement for accounts Ending 575	39	7547-7552
Defendant's Exhibit 5G- UBS Account Summary for account ending 17, Showing no value As of February 26, 2016	39	7553
Defendant's Exhibit 5H- February 2016 UBS account statement for accounts ending 75	39	7554-7559
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Defendant's Exhibit 5J- May 2016 UBS account statement for accounts ending 43	39	7568-7577
Defendant's Exhibit 5K- May 2016 UBS account statement for accounts ending 45	39	7578-7587
Defendant's Exhibit 5L- May 2016 UBS account statement for accounts ending 34	40	7588-7603
Defendant's Exhibit 5M- Wells Fargo PMA Package account ending 5397 Statement from February 1, 2016 through February 29, 2016	40	7604-7613

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Defendant's Exhibit 5N- Wells Fargo Checking account ending 8870 Statements from February 6, 2016 through March 7, 2016	40	7614-7616
Defendant's Exhibit 5O- Wells Fargo Visa account ending 1032 statements From January 16, 2016 through February 12, 2016	40	7617-7620
Defendant's Exhibit 5P- Wells Fargo Visa account ending 1032 statements From February 13, 2016 through March 15, 2016	40	7621-7625
Defendant's Exhibit 5Q- American Express Platinum account ending 9008 Statements from January 16, 2016 through February 23, 2016	40	7626-7636
Defendant's Exhibit 5R- American Express Platinum account ending 9008 Statements from February 24, 2016 through March 25, 2016	40	7637-7645
Defendant's Exhibit 5S- American Express Centurion account ending 3005 Statements from January 16, 2016 through February 14, 2016	40	7646-7659
Defendant's Exhibit 5T- American Express Centurion account ending 3005 Statements from February 15, 2016 through March 16, 2016	40	7660-7668
Defendant's Exhibit 5U- American Express Optima account ending 2003 Statements from January 19, 2016 through February 16, 2016	40	7669-7680
Defendant's Exhibit 5V- American Express Optima account ending 2003 Statements from February 17, 2016 through March 18, 2016	40	7681-7685
Defendant's Exhibit 5W- Master Card Black Card account ending 1588 Statements from February of 2016	40	7686-7691
Defendant's Exhibits 5X- Principle Life Insurance Company Statement of Coverage as of February 26, 2016	40	7692-7693
Defendant's Exhibits 5Y- Voja DaVita Retirement Savings Plan statement From 01/01/16 through 03/31/16	40	7694-7696
Defendant's Exhibits 5Z- DaVita Gambro Healthcare Executive Retirement Plan Benefit Statement from February of 2016	40	7697-7699
Defendant's Exhibit 6A- Cigna Health Savings Plan account balance of April 24, 2016	40	7700-7703
Defendant's Exhibit 6B- DaVita Stock Award Grant Statement, exercisable as of 06/01/16	40	7704-7705
Defendant's Exhibit 6C- Documents regarding sale of Ferrari	40	7706-7707

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Detailed Financial Disclosure Form filed on February 25, 2015	1	28-44
Detailed Financial Disclosure Form filed on February 27, 2015	1	45-65
Detailed Financial Disclosure Form filed on May 29, 2015	1	67-84
Detailed Financial Disclosure Form filed on February 16, 2016	4	721-738
Detailed Financial Disclosure Form filed on February 19, 2016	4	819-835
Discovery Commissioner's Report and Recommendations filed on January 11, 2016	2	421-424
Discovery Commissioner's Report and Recommendations filed on January 22, 2016	4	707-711
Discovery Commissioner's Supplemental Report and Recommendations filed on February 22, 2016	4	843-846
Errata to Pre-Trial Memorandum filed on February 22, 2016	4	841-842
Errata to Notice of Filing Cost Bond for Appeal filed on August 30, 2016	44	8603-8606
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Ex-Parte Order to Enlarge Time for Service of Summons and Complaint filed on April 10, 2014	1	12-13
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Motion to Compel Discovery and for Attorney's Fees and Costs filed on December 23, 2015	2	407-420
Motion in Limine to Exclude Updated Real Estate Appraisals and Newly Disclosed Rental Values Submitted by Plaintiff filed on February 19, 2016	4	836-840
Motion in Limine to Exclude Defendant's Witness Disclosed After Deadline to Disclose witnesses and Request for Attorney's Fees and Sanctions filed on February 22, 2016	4	847-858

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Motion to Stay Enforcement of Decree of Divorce and for Other Related Relief filed on August 24, 2016	44	8594-8600
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Notice of Appeal filed on August 23, 2016	44	8588-8589
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Notice of Cross-Appeal filed on September 21, 2016	45	8823-8940
Notice of Cross-Appeal, filed on December 23, 2016	47	9291-9297
Notice of Entry of Order filed on August 12, 2015	1	205-206
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Notice of Entry of Order filed on May 11, 2016	42	8068-8069
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Objections to Plaintiff's proposed deposition Testimony and Submission of Additional Deposition Testimony filed on March 25, 2016	40	7721-7739
Opposition to Motion for an Order to Show Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioner's Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs and Countermotion for Sanctions and Attorney's Fees filed on October 6, 2015	2	287-335
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Opposition to Plaintiff's Motion for an Order to Show Cause why Defendant Should not be Held in Contempt of Court for His Multiple Violations of the Joint Preliminary Injunction, for an Order Limiting Access and Payments from Community Accounts, and for Sanctions, Attorney's Fees and Costs; and Countermotion for Attorney's Fees and Costs filed on February 8, 2016	4	713-720
Opposition to Plaintiff's Motion to Compel Discovery, for Sanctions, Attorney's fees and Costs; and Countermotion for Sanctions, Attorney's Fees and Costs filed on July 8, 2016	42	8090-8153
Opposition to Motion for Attorney's Fees and Costs filed on October 13, 2016	46	9167-9174
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Plaintiff's Ex Parte Motion with Notice for Extension of Time to File Motion for Attorney's Fees and Costs filed on September 15, 2016	45	8803-8822
Plaintiff's Motion for the Issuance of an Order to Show Cause why Defendant Should not be Held in Contempt for his Multiple Violations of the Joint Preliminary Injunction; Plaintiff's Motion for an Order Limiting the Access and Payments from Community Accounts filed on January 19, 2016	4	647-706
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Plaintiff's Exhibit 58- Anthem Forensics' Supporting Documents for facts set forth in Supplemental Expert Report	17	3369-3402
Plaintiff's Exhibit 59- Email from Joe Leauanae to Daniel Marks, Esq.	17	3403-3404
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Plaintiff's Exhibit 61- Transactions that comprise the "adjusted" column on Exhibit 6	18	3410-3549
Plaintiff's Exhibit 62- Withdrawals and checks written to cash - Gabrielle Kogod	18	3550
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Plaintiff's Exhibit 65- Anthem Forensics' Supporting Documentation for Facts set fourth in The February 5, 2016 Report	19	3579-3640
Plaintiff's Exhibit 69- Joint Preliminary Injunction Order	19	3641-3642
Plaintiff's Exhibit 71- Settlement Statement for 10776 Wilshire Boulevard, Unit 604, California	19	3643
Plaintiff's Exhibit 72- Spreadsheet showing expenses for Khapsalis and children From May 2014	19	3644-3674
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Plaintiff's Exhibit 74- Spreadsheet showing Outflows more than $10,000 Since May, 2014	19	3676
Plaintiff's Exhibit 75- Spreadsheet showing payments to or on behalf of Dennis' Family Members since May, 2014	19	3677-3678
Plaintiff's Exhibit 76- Spreadsheet showing payments to Jennifer Steiner since September, 2014	19	3679-3682
Plaintiff's Exhibit 77- Email from Bob Gehlen dated November 25, 2015	19	3683-3685
Plaintiff's Exhibit 78- Email from Dennis to Robert Gehlen dated December 8, 2015	19	3686-3690

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Plaintiff's Exhibit 79- Email from Ms. Varshney to Mr. Marks and Ms. Young re: Dennis Not adding Gabrielle to the UBS Account dated December 2, 2015	19	3691-3696
Plaintiff's Exhibit 80- Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner filed on June 11, 2015	19	3697-3720
Plaintiff's Exhibit 87- Letter from Ms. Varshney to Mr. Marks re: Deficiencies in documents From DaVita dated October 1, 2015	19	3721-3725
Plaintiff's Exhibit 88- Letter from Mr. Jimmerson to Mr. Smith re: Dennis' intent to sell stock Options dated June 12, 2015	19	3726
Plaintiff's Exhibit 89- Letter from Mr. Smith to Mr. Marks re: Sale of Dennis' Stock Options Dated August 14, 2015	19	3727-3729
Plaintiff's Exhibit 90- Letter from Mr. Marks to Mr. Smith re: Subpoena to DaVita jeopardizing Dennis' position dated September 2, 2015	19	3730-3731
Plaintiff's Exhibit 91- 2008 Annual Proxy Statement	19	3732-3807
Plaintiff's Exhibit 92- 2009 Annual Proxy Statement	20	3808-3873
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Plaintiff's Exhibit 125- 9/11/15 Certified Transcripts of Deposition of Nadyane Khapsalis Kogod	25	4789-5065
Plaintiff's Exhibit 125- Continued 9/11/15 Certified Transcripts of Deposition of Nadyane Khapsalis Kogod	26	5066-5170
Plaintiff's Exhibit 126- 9/15/15 Deposition of Patricia Murphy	27	5171-5305
Plaintiff's Exhibit 127- 9/26/15 Deposition of Mitchell Kogod	28	5306-5498
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Plaintiff's Exhibit 130- 9/26/15 Deposition of Dana Kogod	30	5746-5832
Plaintiff's Exhibit 131- 12/10/15 Deposition of Jennifer Crute Steiner	31	5833-6019
Plaintiff's Exhibit 132- Gabrielle's Ann Taylor Loft X5363 dated February 22, 2016	32	6020-6023
Plaintiff's Exhibit 132-2- Marc Herman's Curriculum Vitae	41	7984
Plaintiff's Exhibit 132-5- Gabrielle's expert, Mr. Marc Herman's updated Appraisal dated January 30, 2016	41	7985-8021
Plaintiff's Exhibit 132-6- Dennis' expert, Ms. Jennifer L. Bosco's appraisal Dated March 7, 2016	41	8022-8041
Plaintiff's Exhibit 133- Gabrielle's Banana Republic Luxe X4713 Dated March 4, 2016	32	6024-6026

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Plaintiff's Exhibit 139- Gabrielle's Nordstrom X992 dated February 11, 2016	32	6043-6048
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Plaintiff's Exhibit 141- Bank of America Merrill Lynch X0129 Statement dated March 1, 2016 through March 31, 2016	32	6053-6058
Plaintiff's Exhibit 142- Bank of America Merrill Lynch X6446 Statement Dated February 29, 2016	32	6059-6066
Plaintiff's Exhibit 143- Bank of America Merrill Lynch primary account 7GS-10588 dated February 29, 2016 (also includes secondary accounts 7GS-10637, 7GS-10588, 7GS-10093)	32	6067-6124
Plaintiff's Exhibit 144- Gabrielle's UBS account FN-20329 GM Dated March, 2016	32	6125-6132
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Plaintiff's Opposition to Defendant's Motion to Stay Enforcement Of Decree of Divorce and for Other Related Relief and Countermotion for Attorney's Fees filed on October 12, 2016	46	9149-9166
Reply to Counterclaim for Divorce filed on December 5, 2014	1	25-27

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Reply in Support of Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, and Opposition to Plaintiff's Countermotion for Protective Order filed on January 13, 2016	3	583-586
Reply to Plaintiff's Motion to Compel Discovery, for Sanctions, Attorney's Fees and Costs and Opposition to Countermotion for Sanctions, Attorney's Fees and Costs filed on July 13, 2016	42	8154-8192
Reply in Support of Motion to Stay Enforcement of Decree of Divorce and For Other Related Relief; and Opposition to Countermotion for Attorney's fees filed on October 14, 2016	46	9175-9180
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Transcript Re: All Pending Motions (Hearing on Wednesday October 14, 2015) filed on December 29, 2016	2	346-393
Transcript Re: All Pending Motions (Hearing on Friday January 15, 2016) filed on December 29, 2016	3	587-646
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Transcript Re: Non-Jury Trial Vol. II (Friday, February 26, 2016) filed on April 28, 2016	10	1767- 1875
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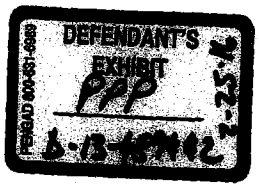
Transcript Re: All Pending Motions (Hearing on Wednesday July 13, 2016) Filed on December 29, 2016	42	8193-8241
Transcript Re: All Pending Motions (Hearing on Tuesday October 18, 2016) filed on December 29, 2016	47	9187-9271



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DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI - KOGOD,

Plaintiff,

v.

DENNIS KOGOD,

Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: G

FAMILY DIVISION

PLAINTIFF'S RESPONSE TO DEFENDANT'S FIRST SET OF INTERROGATORIES

TO: DENNIS KOGOD, Defendant; and,

TO: JAMES J. JIMMERSON, ESQ., Attorney for Defendant

COMES NOW, the Plaintiff, GABRIELLE CIOFFI - KOGOD, through her attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq. of Radford J. Smith, Chartered, and provides the following, Plaintiff's Response to Defendant's First Set of Interrogatories:

INTERROGATORY NO. 1:

Please identify all real and personal property, tangible or intangible, that you contend is community property. For each item listed, please state the present location of the property, the name(s) in which the property is titled, the purchase price of the property, the fair market value of the property, a complete

Exhibit 3P.001

description and, Make, Model, overall condition, options, and mileage and the amount, if any, owed against the property.

RESPONSE TO INTERRROGATORY NO. 1:

Plaintiff objects to this Request in that it is over broad and unduly burdensome, and is vague and ambiguous. Further, Defendant has knowledge regarding response to this interrogatory as Plaintiff was provided very limited information regarding the parties' assets. Without waiving said objection Plaintiff responds that upon information and belief, the following properties have community property interest -

1. 28 Via Mira Monte, Henderson, Nevada 89011
2. 9716 Oak Pass Road, Beverly Hills, California 90210
3. 321 S. San Vicente Boulevard, Los Angeles, California 90048
4. 434 S. Canon Drive, Los Angeles, California 90049
5. Yacht located in California
6. 2002 EZ GO 25 HP (Golf Cart)
7. 2013 Ferrari
8. 2015 Bentley
9. 2014 Mercedes
10. 2015 Bentley
11. 2013 Hyundai
12. Other automobiles
13. Other real properties
14. Proceeds from sale of previous real properties

Discovery in this matter is ongoing. Plaintiff has retained experts to appraise the properties but the properties have not yet been appraised. Plaintiff will produce the appraisal report once completed. Further, Plaintiff will supplement this response regarding community property as and when more information and/or documents become available.

INTERROGATORY NO. 2:

Please identify all real and personal property, tangible or intangible, that you contend you hold as your separate property (i.e., property you hold in which you claim Defendant has no community property interest). For each item listed, please state the present location of the property, the name(s) in which the property is titled, the purchase price of the property, the fair market value of the property, a complete

description and Make, Model, overall condition, options, and mileage and the amount, if any, owed against the property.

RESPONSE TO INTERRROGATORY NO. 2:

Plaintiff responds that the following real property is her sole and separate property - 1478 East 14th Street, Brooklyn, New York 11230. Further, any and all inheritance Plaintiff has received, or receives in the future, from her family members is her separate property.

INTERROGATORY NO.3:

Please identify all real and personal property, tangible or intangible, which you have purchased either separately or jointly with another person since the parties' separation. For each item listed, please state the present location of the property, the name(s) in which the property is titled, the purchase price of the property, the fair market value of the property, and the amount, if any, owed against the property.

RESPONSE TO INTERRROGATORY NO. 3:

None.

INTERROGATORY NO. 4:

Please state whether you believe and/or contend that any community and/or joint-owned property owned by you and Defendant should be divided in any way other than equally, if so, please state all facts that support your belief and/or contention, and identify with specificity all evidence that supports your belief and/or contention.

RESPONSE TO INTERRROGATORY NO. 4:

This case presents the unusual factor of Defendant forming an entirely new family (including two children and a woman who regularly holds herself out as his wife), purchasing lavish and substantial assets for that family, and to this day continuing to utilize and gift community property without Plaintiff's

approval, consent or knowledge. Plaintiff seeks an unequal division of community property to compensate her for Defendant's massive and unauthorized use of community property.

INTERROGATORY NO. 5:

Please identify any and all accounts held in your name, or held for your benefit in the name of another individual, trust, or entity, including, but not limited to, checking accounts, savings accounts, money market funds, investment accounts, stock accounts, overseas accounts, or certificates of deposit, from January 1, 2005, through the date of your answer to this Interrogatory or the date of final hearing, whichever is later, including the name and address of the financial institution, type of account, and all account numbers

RESPONSE TO INTERRROGATORY NO. 5:

Plaintiff objects to this Request in that it is over broad and unduly burdensome, and is vague and ambiguous. Without waiving said objection Plaintiff responds as follows –

1. Bank of America Checking Account, PO Box 25118, Tampa, Florida 33622, X0129
2. Bank of America Merrill Lynch Money Market Account, 900 West Trade Street, Charlotte North Carolina 28255, X6446
3. Chase CIGNA Savings Account, X1626, PO Box 30203,Tampa Florida 33630
4. Other Bank Accounts, Unknown
5. Merrill Lynch - Primary Account X0588; Subsidiary account numbers – X1040, X0093, X0588, X0637
6. Davita Inc. Retirement Plan; c/o T. Rowe Price, PO Box 17349, Baltimore MD 21297-1349
7. Fidelity Investments – Dignity Health 401(b), Fidelity Brokerage Services, LLC, 900 Salem Street, Smithfield, RI 02917
8. UBS Financial, 555 California Street, 46th Floor, San Francisco, California 94104-1711, X43GM
9. UBS Financial, 555 California Street, 46th Floor, San Francisco, California 94104-1711, X34GM

10. Other Investment Accounts – Unknown

11. Other Retirement Accounts – Unknown

INTERROGATORY NO. 6:

Please specifically identify ant ownership that you have in publicly-traded entity including any interest in stock, bonds, deeds of trust, real property, limited liability company, partnership (of any kind), corporation, patents and/or other type of entity, since January 1, 2005. For each such entity in which you hold or have held an interest during that time, please provide a brief description of the interest, details of the stock options (grant date, exercise date and exercise price) and stock appreciation rights (SAR's) the property or entity in which the interest is held, and the nature of its business.

RESPONSE TO INTERRROGATORY NO. 6:

Plaintiff objects to this Request in that it is over broad and unduly burdensome, and is vague and ambiguous. Without waiving said objection Plaintiff responds that Defendant has knowledge regarding response to this interrogatory as Plaintiff was provided very limited information regarding the parties' finances. Discovery is ongoing. Plaintiff will supplement this response as and when more documents and/or information becomes available to her.

INTERROGATORY NO.7:

Please specifically identify any ownership interests that you have in any non-publicly-traded entity including, any interest in stock, bonds, deeds of trust, real property, limited liability company, partnership (of any kind), corporation, patents and/or other type of entity, since January 1, 2005. For each such entity in which you hold or have held an interest during that time, please provide a brief description of the interest, the property or entity in which the interest is held, and the nature of the business.

RESPONSE TO INTERRROGATORY NO. 7:

Plaintiff objects to this Request in that it is over broad and unduly burdensome, and is vague and ambiguous. Without waiving said objection Plaintiff responds that Defendant has knowledge regarding

Exhibit 3P.005

response to this interrogatory as Plaintiff was provided very limited information regarding the parties' finances. Discovery is ongoing. Plaintiff will supplement this response as and when more documents and/or information becomes available to her.

INTERROGATORY NO. 8:

Please identify, including name, address, and telephone number, every person and/or entity that has held or stored records or property belonging to either party from January 1, 2005. As to each, please identify the items held or stored and the compensation and/or consideration for such services.

RESPONSE TO INTERRROGATORY NO. 8:

Plaintiff objects to this Request in that it is over broad and unduly burdensome, and is vague and ambiguous. Without waiving said objection Plaintiff responds that Defendant has knowledge regarding response to this interrogatory as Plaintiff was provided very limited information regarding the parties' assets and finances. Discovery is ongoing. Plaintiff will supplement this response as and when more documents and/or information becomes available to her.

INTERROGATORY NO. 9:

For each safe deposit box or similar storage device which holds, or has held, any records or property belonging to either party at any time during the period from January 1, 2005, forward, please identify the financial institution or other facility (name and address) relating to the safety deposit box, the dates and time that the safety deposit box was accessed by anyone, and all contents of any such safety deposit box from January 1, 2005, to the present.

RESPONSE TO INTERRROGATORY NO. 9:

Plaintiff objects to this Request in that it is over broad and unduly burdensome. Without waiving said objection Plaintiff responds that Defendant has knowledge regarding response to this interrogatory as Plaintiff was provided very limited information regarding the parties' assets and finances. Without waiving

said objection, Plaintiff responds that the parties have a storage unit located at Green Valley Storage – Lake Mead, 799 E. Lake Mead Parkway, Henderson, Nevada 89015. Plaintiff has a safe deposit box at Bank of America. That safe deposit box has never been used.

Discovery is ongoing. Plaintiff will supplement this response as and when more documents and/or information becomes available to her.

INTERROGATORY NO. 10:

Please provide a list of any monies or other obligations of any kind or nature, owed to you from any source, including, but not limited to, the amount owed, the obligor, the date the debt was incurred, account number(s), and the terms of repayment, for a period beginning January 1, 2005, through the date of your answer to this Interrogatory, or the date of final hearing, whichever is later.

RESPONSE TO INTERRROGATORY NO. 10:

Plaintiff objects to this Request in that it is over broad and unduly burdensome. Without waiving said objection Plaintiff responds that Defendant has knowledge regarding response to this interrogatory as Plaintiff was provided very limited information regarding the parties' assets and finances. Without waiving said objection, Plaintiff responds – none to her knowledge. Discovery is ongoing. Plaintiff will supplement this response as and when more documents and/or information becomes available to her.

INTERROGATORY N0. 11:

Please identify any life insurance policy that you have had any ownership interest since January 1, 2005, and/or for which Plaintiff, Defendant, or any child of either party is the measuring life, and identify the beneficiary or beneficiaries of any such policy.

RESPONSE TO INTERRROGATORY NO. 11:

Plaintiff objects to this Request in that it is over broad and unduly burdensome. Without waiving said objection Plaintiff responds that Plaintiff has a life insurance policy through her employer, Davita with

Defendant as the beneficiary. With regard to life insurance policies in which Defendant is a measuring life, Defendant has knowledge regarding those policies. Discovery is ongoing. Plaintiff will supplement this response as and when more documents and/or information becomes available to her.

INTERROGATORY NO. 12:

Please identify any and all retirement accounts held in your name, including, but not limited to, pension plans or other defined benefit plans, 401(k) funds or other defined contribution plans, qualified or individual retirement accounts of any kind, and military retirement pay you receive, are eligible to receive, or you contributed to starting from the date of the parties' marriage through the date of your answer to this Interrogatory, or the date of final hearing, whichever is later.

RESPONSE TO INTERRROGATORY NO. 12:

Plaintiff objects to this Request in that it is over broad and unduly burdensome. Without waiving said objection Plaintiff responds as follows –

1. Davita Inc. Retirement Plan; c/o T. Rowe Price, PO Box 17349, Baltimore MD 21297-1349
2. Fidelity Investments – Dignity Health 401(b), Fidelity Brokerage Services, LLC, 900 Salem Street, Smithfield, RI 02917

Discovery is ongoing. Plaintiff will supplement this response as and when more documents and/or information becomes available to her.

INTERROGATORY NO. 13:

Please identify all obligations or accounts payable owed now, or previously owed by you, either individually or jointly with Plaintiff or any other party, or for which you are a guarantor or authorized user including, but not limited to, credit cards, personal loans, hearing, whichever is later.

. . .

. . .

Exhibit 3P.008

RESPONSE TO INTERRROGATORY NO. 13:

Plaintiff objects to this Request in that it is over broad and unduly burdensome, and is vague and ambiguous. Without waiving said objection Plaintiff responds that she is not aware of any obligations or accounts payable which Defendant may have incurred. Plaintiff further responds that to the extent that those obligations were incurred without Plaintiff's knowledge or consent, they should be Defendant's sole and separate liabilities.

INTERROGATORY NO. 14:

Please identify any and all gifts or donations by or to you, or any non-publicly traded entity in which you hold or have held an ownership interest, that were made and/or conveyed with a value of $1,000.00 or more, for a period beginning January 1, 2005, through the date of your answer to this Interrogatory, or the date of final hearing, whichever is later. Please identify the gift or donation, the date it was conveyed, and the person or entity that received the gift or donation.

RESPONSE TO INTERRROGATORY NO. 14:

Plaintiff objects to this Request in that it is over broad and unduly burdensome, and is vague and ambiguous. Without waiving said objection Plaintiff responds that she has not received or made any gifts or donations to any non-publicly traded entity. Plaintiff is not aware of whether Defendant has made any such donations in any non-publicly traded entity in which Plaintiff may have an interest.

INTERROGATORY NO. 15:

Please identify all physical and/or mental disabilities, ailments, diseases or conditions with which you have been diagnosed since January 1, 2005, through the date of your answer to this Interrogatory. For each disability, ailment, disease, or condition, please identify the date the diagnosis was made, the diagnosing physician, address for the diagnosing physician, treatment regimen (including medication and dosage), and prognosis.

RESPONSE TO INTERRROGATORY NO. 15:

Plaintiff objects to this Request in that it is vague and ambiguous and is not designed to lead to discovery of admissible evidence.

INTERROGATORY NO. 16:

For any and all employment positions you have held, or work for compensation (including work as an independent contractor) you have done, from January 1, 2005, to the present, including, any and all positions in which you were self-employed or acting as an independent contractor, please provide the following information:

(a) The name and location of your employer or work, including address and telephone number;

(b) The nature of the employment or work, including any changes in position, promotions and/or demotions;

(c) Your work schedule(s), including starting time, ending time, and days off;

(d) The dates at the employment position:

(e) The rate of compensation you received, including all pay raises, pay decrease and or benefits provided and/or available;

(f) The total income from each employer. Please provide this information by year if you worked for more than one year in the same employment position;

(g) The name of your direct supervisor at each employment position;

(h) The Corporate offices you held during each year;

(i) Estimate of number of hours worked each year;

(j) The reason for termination of the employment; and

(k) All reasons why you are not presently employed

Exhibit 3P.010

RESPONSE TO INTERRROGATORY NO. 16:

(a) Dignity Health:

a. 185 Berry Street, Suite 300 San Francisco, CA 94107 (415)438-5500

b. Legal Nurse Consultant. For details, please see Resume previously provided in Plaintiff's First Supplemental production of Documents Pursuant to NRCP 16.2 as Bates Stamp Numbers 4069 through 4072.

c. Work schedule is 48 hours per two-week pay period. Position is salaried but flexible hours

d. November 15, 2004 to Present

e. Hourly Rate - $46.99.

f. Per 2014 W-2 – gross income from employment - $58,617.86

g. Direct Supervisor: Mark Campbell

h. No Corporate offices held

i. Approximately 1248 hours worked each year when simple formula (48 hours x 26 pay periods) is applied

j. Presently employed

k. n/a

INTERROGATORY NO. 17:

Please identify all income, earnings, loans, and/or other sources of money received by you from January 1, 2005, to the present. In responding to this request, please include the amount received, the source of the money, and the nature of the money (e.g., wages, rent, bonus, gift, loan, etc.).

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. . .

. . .

RESPONSE TO INTERRROGATORY NO. 17:

Plaintiff objects to this Request in that it is over broad and unduly burdensome, and is vague and ambiguous. Without waiving said objection Plaintiff responds that her gross income from employment with Dignity Health per 2014 W-2 is $58,617.86. Plaintiff does not have any other source of income.

INTERROGATORY NO. 18:

Please state whether you have been charged and/or convicted of any crime other than minor traffic violations within the last ten (10) years. If so, state the crime(s) you were charged with, the date you were charged, the county and/or jurisdiction you were charged in, the case number, the date of resolution of the case, the final outcome of the charges, and any time spent in law enforcement custody.

RESPONSE TO INTERRROGATORY NO. 18:

None.

INTERROGATORY NO. 19:

Please state the amount you have paid or incurred in attorney's fees and costs in the prosecution or defense of this divorce action, and identify the amount of each payment made, the person and/or firm that received the payment, the date of the payment, and the source of the payment (bank account, credit card, loan, payment by other, etc.).

RESPONSE TO INTERRROGATORY NO. 19:

1. Jaffe and Clemens
    a. $10,000
    b. Bank of America checking account X0129
    c. April 20, 2015
2. All American Real Estate Services – Mark Herman
    a. $6,500

b. Bank of America checking account X0129

c. Around February, 2015

3. Anthem Forensics

a. $13,200

b. Bank of America checking account X0129

c. Around January, 2015

4. Denise Gentile

a. Approximately $10,200

b. Bank of America Checking Account X0129

5. Radford J. Smith, Chartered

a. Approximately $45,000

b. Bank of America Checking Account X0129

INTERROGATORY NO. 20:

If you have been contributing to the payment of expenses for anyone other than Defendant since January 1, 2005 through the present, please list whom you have been contributing payment for, the amount of funds you are contributing on a monthly basis and the person's address to whom you have been contributing.

RESPONSE TO INTERRROGATORY NO. 20:

None.

INTERROGATORY NO. 21:

Have you taken any vacations or trips within the past year? If so, please state the following for each out-of-state trip that you have taken:

Date of departure;

Date of return;

Exhibit 3P.013

Destination;

Nature of trip (i.e. business, personal, vacation, etc.); Airlines utilized for travel; and

Cost of travel (please indicate whether such costs were reimbursed to you).

RESPONSE TO INTERRROGATORY NO. 21:

Plaintiff objects to this Request in that it is over broad and unduly burdensome, and is vague and ambiguous. Without waiving said objection Plaintiff responds as follows -

1. April 18-26, 2014: R/T to New York to visit family (Delta Airlines; $1010.90)

2. June 24-26, 2014: R/T to Burbank for Dignity Health business (Southwest Airlines; $446.00 expensed to Dignity Health and per pay stub submitted)

3. December 21, 2014 - January 3, 2015: R/T to NY to visit family (Delta Airlines; $2480.15)

4. January 27, 2015: R/T to Burbank for Dignity Health business (Southwest Airlines; $136.20 expensed to Dignity Health and per pay stub submitted)

5. April 3-11: R/T to NY to visit family (Delta; $2320.20)

INTERROGATORY NO. 23:[1]

State the name, address and telephone number of each witness and/or expert witness you expect to call at the time of trial and for each witness identify state their anticipated testimony.

RESPONSE TO INTERRROGATORY NO. 23:

Plaintiff's expert witnesses

1. Mr. Joseph L. Leauanae, CPA, CITP, CFF, CFE, ABV, ASA
   Anthem Forensics
   2520 St. Rose Parkway, Suite 310
   Henderson, Nevada 89074
   (702) 366-9599

Mr. Leauanae is a valuation and forensic accounting expert. He is expected to testify regarding forensic accounting in this case.

[1] Interrogatory No. 22 is missing from Defendant's original requests.

Exhibit 3P.014

2. Mr. Marc B. Herman
All American Real Estate Services
Post Office Box 280775
Northridge, California 91328-0775
(818) 360-8981

Mr. Herman is a residential real estate appraiser. He is expected to testify regarding the valuation of various real properties located in California.

3. Mr. Clark Barthol
Marine Surveyors
27 Buccaneer Street
Marina Del Rey, California 90292
(310) 823-3350

Mr. Barthol conducts appraisals for boats and yachts. He is expected to conduct the appraisal of the parties' Yacht and testify regarding the appraisal if necessary.

Plaintiff's Witness List

1. Nadya Khapsalis, a/k/a Nadya Khapsalis Kogod, a/k/a Nadejda Khapsalis, a/k/a Nadine Kievsky a/k/a Nadine K. Kievsky
Address to be supplemented

Ms. Khapsalis is Dennis' significant other and mother of his children. She is expected to testify regarding facts and circumstances surrounding Dennis and her relationship.

2. Sheldon Kogod
321 S. Vincente Blvd. #707
Los Angeles, California 90048
(561) 706-0748

Mr. Sheldon Kogod is Dennis' father. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship, his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

3. Marsha Kogod
321 S. Vincente Blvd. #707
Los Angeles, California 90048
(561) 706-0748

Ms. Marsha Kogod is Dennis' mother. She is expected to testify regarding the facts and circumstances surrounding the parties' relationship, her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case, including various campaign contributions made by her.

Exhibit 3P.015

4. Mitchell Kogod
434 S. Canon Drive, Unit 405
Beverly Hills, California 90212
(954) 865-1265

Mr. Mitchell Kogod is Dennis' younger brother. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship, his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

5. Dana (Davis) Kogod
434 S. Canon Drive, Unit 405
Beverly Hills, California 90212
(954) 865-1265

Ms. Dana Kogod is Mr. Mitchell Kogod's wife and Dennis' sister-in-law. She is expected to testify regarding the facts and circumstances surrounding the parties' relationship, her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

6. Emily Kogod
434 S. Canon Drive, Unit 405
Beverly Hills, California 90212

Ms. Emily Kogod is Dennis' niece. She is expected to testify regarding the facts and circumstances surrounding the parties' relationship, her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

7. Lawrence Kogod
Address to be supplemented

Mr. Lawrence Kogod is Dennis' brother. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship, his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

8. Wendy Kogod
Address to be supplemented

Ms. Wendy Kogod is Mr. Laurence Kogod's wife and Dennis' sister-in-law.[2] She is expected to testify regarding the facts and circumstances surrounding the parties' relationship, her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

9. Joshua Kogod
3087 Brodhead Road
Aliquippa, PA 15001

[2] Upon information and belief, Mr. Laurence Kogod and Ms. Wendy Kogod are still married.

(724) 480-5844

Mr. Joshua Kogod is Dennis' adult son. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship, his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

10. Jennifer Kogod
3087 Brodhead Road
Aliquippa, PA 15001
(724) 480-5844

Ms. Jennifer Kogod is Mr. Joshua Kogod's wife and Dennis' daughter-in-law.[3] She is expected to testify regarding the facts and circumstances surrounding the parties' relationship, her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

11. Patricia Murphy
16335 Argent Road
Chino Hills, California 91709
(951) 201-7336

Ms. Patricia Murphy is Dennis' long-time assistant. She is expected to testify regarding the facts and circumstances surrounding the parties' relationship, her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

12. Kent Thiry
Address to be supplemented

Mr. Thiry is the CEO/Board Chair of DaVita Healthcare Partners. He is expected to testify regarding Dennis' employment, compensation, benefits, stock options, champagne contributions, etc. He is also expected to testify regarding the facts and circumstances surrounding the parties' relationship, his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

13. Joseph Mello
Address to be supplemented

Mr. Mello is the COO of DaVita Healthcare Partners. He is expected to testify regarding Dennis' employment, compensation, benefits, stock options, champagne contributions, etc. He is also expected to testify regarding the facts and circumstances surrounding the parties' relationship, his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

14. Tom Usilton
Address to be supplemented

[3] Upon information and belief, Mr. Laurence Kogod and Ms. Wendy Kogod are still married.

Mr. Usilton is the former Chief Development Officer at DaVita Healthcare Partners. He is expected to testify regarding Dennis' employment, compensation, benefits, stock options, champagne contributions, etc. He is also expected to testify regarding the facts and circumstances surrounding the parties' relationship, his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

15. Craig Sammitt, M.D.
Oliver Wyman, Medicare Payment Advisory Commission
1166 Avenue of the Americas
New York, NY 10036
(212) 345-8000

Dr. Sammitt is the former Executive Vice President of DaVita Healthcare Partners. He is expected to testify regarding Dennis' employment, compensation, benefits, stock options, champagne contributions, etc. for the period of June 2013 through August 2014.

16. Robert Margolis, M.D.
Address to be supplemented

Dr. Margolis is the former CEO of Healthcare Partners and a current co-chair of Board DaVita Healthcare Partners. Dennis reported to Dr. Margolis while he was still transitioning Healthcare Partners through the merger with DaVita. He is expected to testify regarding Dennis' employment, compensation, benefits, stock options, champagne contributions, etc.

17. Robert Merrill, M.D.
Address to be supplemented

Dr. Merrill is affiliated with DaVita and the parties have met Dr. Merrill in various social settings and Defendant worked with Dr. Merrill on a joint venture. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship, and his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod.

18. Larry Buckelew
Newport Beach, California

Mr. Buckelew is Dennis' friend. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship and his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod.

19. Gary Hart
Address to be supplemented

Mr. Hart contracted with DaVita to assist with their international business development and is Dennis' friend. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship and his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod.

Exhibit 3P.018

20. Pat Allen, Phd.
2080 Century Park E.
#1811
Los Angeles, California 90067
(310) 553-8248

The parties communicated with Dr. Allen for counseling sessions in around 2010. She is expected to testify regarding the facts and circumstances surrounding the parties' relationship.

21. Geoffrey Tucker, M.D.
2080 Century Park E.
#902
Los Angeles, California 90067
(310) 556-0263

Dr. Tucker was Dennis' psychiatrist in Los Angeles. He is expected to testify regarding his diagnosis of Dennis' health, both physical and mental.

22. Michelle Gravely, PsyD.
1771 E. Flamingo Road
Suite 112B
Las Vegas, Nevada 89119

Dr. Gravely is a Family Therapist who performed several therapy sessions with the parties. She is expected to testify regarding the therapy sessions.

23. Keith Weaver, Esq.
2300 West Sahara Avenue
Suite 300
Las Vegas, Nevada 89102
(702) 693-4337

Mr. Weaver is a family friend. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship and his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod.

24. Jennifer Morales, Esq.
8751 W. Charleston Blvd.
Suite 220
Las Vegas, Nevada 89117

Ms. Morales is a family friend. She is expected to testify regarding the facts and circumstances surrounding the parties' relationship and her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod.

...

Exhibit 3P.019

25. Desiree Miyada
Address to be supplemented

Ms. Miyada is Gabrielle's friend. She is expected to testify regarding the facts and circumstances surrounding the parties' relationship and her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod.

26. Eugene Cioffi
Address to be supplemented

Mr. Cioffi is Gabrielle's brother. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship and his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod.

27. Sister Michael Watson
3001 St. Rose Parkway
Henderson, Nevada 89052
(702) 616-5000

Sr. Michael is one of the Adrian Dominican Sisters at St. Rose Hospital. She is expected to testify regarding the facts and circumstances surrounding the parties' relationship and her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod.

28. Gwen Wynne
Address to be supplemented

Ms. Wynne is one of the producers of the movie in which Defendant was involved. She is expected to testify regarding the facts and circumstances surrounding the movie(s), any royalties or remuneration received by Dennis for the movie.

29. Adam W. Rosen
Address to be supplemented

Mr. Rosen is one of the producers of one of the movies in which Defendant was involved. He is expected to testify regarding the facts and circumstances surrounding the movie(s), any royalties or remuneration received by Dennis for the movie.

30. James Egan
Address to be supplemented

Mr. Egan is one of the producers of the movie in which Defendant was involved. He is expected to testify regarding the facts and circumstances surrounding the movie(s), any royalties or remuneration received by Dennis for the movie.

31. Mr. Bernie Kogod
Address to be supplemented

Exhibit 3P.020

Mr. Bernie Kogod is Dennis' uncle. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship, his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

32. Kim Matthews
Address to be supplemented

Per Dennis' Financial Disclosure Form filed on February 27, 2015, he loaned $25,000 to Ms. Matthews as a "business loan." Ms. Matthews is expected to testify regarding the facts and circumstances surrounding that loan and any other financial aspects of the case.

33. Ignat Berbeci
Address to be supplemented

Mr. Berbeci has posted various videos on YouTube.com of Defendant's family. He is expected to testify regarding the facts and circumstances surrounding those videos.

Plaintiff reserves the right to supplement this list as additional information and witnesses become available.

INTERROGATORY NO. 24:

For each points, miles, and/or rewards account in which you possess (or have possessed or expect to possess) a legal or beneficial interest, whether now closed or still active, from January 1, 2005, to the present, state the name of the institution in which said points, miles and/or rewards are held, the account number(s) and the current balance of said points, miles and/or rewards.

RESPONSE TO INTERRROGATORY NO. 24:

Plaintiff objects to this Request in that it is over broad and unduly burdensome, and is vague and ambiguous. Without waiving said objection Plaintiff responds that she is aware of the following points, miles and/or rewards –

(a) American Airlines: 32,034 miles;

(b) Delta: 36,409 miles;

(c) Southwest: 4,547 miles

Plaintiff does not have information regarding Defendant's points, miles and/or rewards in which she may have community property interest. Discovery is ongoing and Plaintiff will supplement this response as and when more documents and/or information becomes available.

INTERROGATORY NO. 25:

Please state the address at which you currently reside, identify all individuals that reside in the same location, state your relationship to each individual, and state the amount of rent or mortgage that you pay, and the terms of your rental, lease, or mortgage of that location.

RESPONSE TO INTERRROGATORY NO. 25:

Plaintiff resides at 28 Via Mira Monte. She resides alone. Upon information and belief, the mortgage payment on the home is $1217.71 / month.

INTERROGATORY NO. 26:

Please describe all information related to any gambling that you have done since January 1, 2005. Your description should include a list of establishments in which you have gambled, the frequency you gambled at that location, the specific dates that you gambled, the source of all funds used to gamble, the specific amounts gambled in each instance, the specific amounts won or lost in each instance, the accounts where any winnings were deposited, and any other pertinent information related to any gambling done since January 1, 2005 through the present.

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RESPONSE TO INTERRROGATORY NO. 26:

None.

Dated this 18th day of May, 2015.

RADFORD J. SMITH, CHARTERED

Garima Varshney

RADFORD J. SMITH, ESQ.
Nevada State Bar No. 2791
GARIMA VARSHNEY, ESQ.
Nevada State Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Plaintiff

VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

GABRIELLE CIOFFI - KOGOD, having been duly sworn, deposes and says;

That I am the Plaintiff in this matter; that I have read the foregoing PLAINTIFF'S RESPONSES TO DEFENDANT'S FIRST SET OF INTERROGATORIES, and that the same is true and correct to the best of my own knowledge, except for those matters stated upon information and belief, and for those matters, I believe them to be true.

GABRIELLE CIOFFI - KOGOD

Subscribed and Sworn before me

this 19 day of May, 2015.

NORMA R. BALLARDO
Notary Public, State of Nevada
Appointment No. 08-6892-1
My Appt. Expires Jun 20, 2016

NOTARY PUBLIC in and for
the State of Nevada

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as: "PLAINTIFF'S RESPONSE TO DEFENDANT'S FIRST SET OF INTERROGATORIES", on this 18th day of May, 2015, to all interested parties as follows:

☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested, addressed as follows:

James J. Jimmerson, Esq.
415 South Sixth Street, Suite 100
Las Vegas, Nevada 89101
Attorneys for Defendant

An Employee of RADFORD J. SMITH, CHARTERED

ELECTRONICALLY SERVED
10/20/2015 05:02:46 PM

RADFORD J. SMITH, CHARTERED
RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada Bar No. 011878
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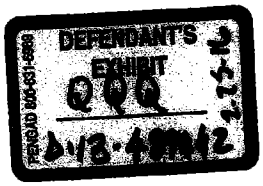
Facsimile: (702) 990-6456
rsmith@radfordsmith.com
Attorneys Plaintiff



DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI - KOGOD,

Plaintiff,

v.

DENNIS KOGOD,

Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: Q

FAMILY DIVISION

PLAINTIFF'S RESPONSE TO DEFENDANT'S SECOND SET OF INTERROGATORIES

TO: DENNIS KOGOD, Defendant; and,

TO: DANIEL MARKS, ESQ., Attorney for Defendant

COMES NOW, the Plaintiff, GABRIELLE CIOFFI - KOGOD, through her attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq. of Radford J. Smith, Chartered, and provides the following, Plaintiff's Response to Defendant's First Set of Interrogatories:

INTERROGATORY NO. 1:

Please describe your educational history. Please specify the highest level of education you've obtained and any vocational training you've received.

emailed 10/21/15

RESPONSE TO INTERROGATORY NO. 1:

See Plaintiff's First Supplemental Production of Documents Pursuant to NRCP 16.2: Gabrielle Kogod's Resume, Bates label: 4069-4072

INTERROGATORY NO. 2:

Please state what you believe to be your maximum earning potential.

RESPONSE TO INTERROGATORY NO. 2:

Current salary.

INTERROGATORY NO. 3:

Please identify any and all individuals, other than yourself and Defendant, who have stayed overnight at least one (1) night at the residence located at 28 Via Mira Monte, Henderson, Nevada

RESPONSE TO INTERROGATORY NO. 3:

Objection. This request is overbroad and unduly burdensome. Without waiving said objection, the following individuals have stayed at 28 Via Mira Monte home - Ella Friedman; Mitchell Kogod; Marsha Kogod; Sheldon Kogod; Joseph Cioffi; Stephanie Cioffi; Yvonne Masters

INTERROGATORY NO. 4:

Please provide any and all details relating to any money(s) Plaintiff currently possesses, has an interest in, is aware of a potential future interest in, whether located in or outside of the United States of America, including but not limited to bank accounts, wills, trusts, and the like.

RESPONSE TO INTERROGATORY NO. 4:

Objection. This request is vague, ambiguous, overbroad and unduly burdensome. During the parties' marriage, Defendant controlled the majority of the parties' assets and income. Accordingly, Defendant should be the one responding to this question. Please also review Plaintiff's Detailed Financial Disclosure Form filed

on February 22, 2015. Discovery is ongoing. Plaintiff will supplement this response as and when more documents and information becomes available.

INTERROGATORY NO. 4 (b):

Please list and describe all cosmetic surgeries, plastic surgeries, Botox injections, and other cosmetic medical procedures that Defendant has undergone since January of 2004 through the present, including but not limited to the who performed the procedure, date of the procedure, the procedure performed, and the cost of the procedure.

RESPONSE TO INTERROGATORY NO. 4 (b):

None.

INTERROGATORY NO. 5:

Please list and describe any and all vacations and/or travel by Plaintiff outside of the State of Nevada since January 1, 2004, including the date(s) of travel, any travel companions, the destination, the purpose of travel, the detailed cost of such travel, and how Plaintiff paid for such travel (i.e., who paid for the trip and/or from what account did Plaintiff pay for the trip).

RESPONSE TO INTERROGATORY NO. 5:

Objection. This request is repetitive, overbroad, vague, ambiguous and unduly burdensome. Without waiving said objection, Plaintiff responds that she has already responded to this Interrogatory. Please see Plaintiff's Response to Defendant's Interrogatory No. 21 e-served on May 18, 2015. Additional trips since that time have been to Burbank, California on June 24, 2015-June 25, 2015 for Dignity Health business; details provided on Credit Card statements (airfare) and Pay Stubs (airfare reimbursement). Defendant is already aware of all travels to California for various depositions in this case.

INTERROGATORY NO. 6:

Please list any and all individuals, including contact information, with whom you have discussed your relationship with Defendant, since January of 2004.

RESPONSE TO INTERROGATORY NO. 6:

Objection. This Request in that it is over broad, unduly burdensome, and is vague and ambiguous. Without waiving said objection, Plaintiff responds that other than my attorneys (whether retained or consulted with), and experts, Plaintiff has discussed her relationship with Defendant with the individuals identified in Plaintiff's List of Witnesses filed on April 9, 2015, and Plaintiff's Second Supplemental List of Witnesses filed on September 24, 2015.

INTERROGATORY NO. 7:

Please list any and all individuals, including contact information, with whom you have discussed Defendant's compensation, since January of 2004

RESPONSE TO INTERROGATORY NO. 7:

Other than her attorneys and her experts, Plaintiff has not discussed Defendant's compensation with anyone.

INTERROGATORY NO. 8:

Please describe, in detail, the nature of your relationship with Defendant beginning in January of 2004 through the present, including how often you saw Defendant, spoke to Defendant on the phone, or any other interactions with Defendant.

RESPONSE TO INTERROGATORY NO. 8:

Objection. This Request in that it is over broad, unduly burdensome, and is vague and ambiguous. In January 2004, we moved to Las Vegas and were living as a married couple and tried to spend as much time together as possible in spite of Dennis's alleged increasing international travel schedule.

...

...

...

INTERROGATORY NO. 9:

With regard to all gold, rings and other jewelry obtained during the course of the marriage to the present date, please identify each item and state the date of purchase, purchase price, present location of the item and the current market value.

RESPONSE TO INTERROGATORY NO. 9:

Dennis gave me two rings earlier in our marriage and two watches, the second one being a Cartier watch on my 50th birthday in 2008. Defendant has knowledge regarding response to this interrogatory.

INTERROGATORY NO. 10:

With regard to the residence located at 1478 East 14th Street, Brooklyn, New York, 11230, please identify all individuals that reside in that residence, state your relationship to each individual, who pays the costs to maintain that residence, and the cost to maintain that residence.

RESPONSE TO INTERROGATORY NO. 10:

The residence located at 1478 East 14th Street, Brooklyn, New York, 11230 is unoccupied. It is maintained by my brother, who is the administrator of my Father's estate.

INTERROGATORY NO. 11:

Please state how many attorneys Plaintiff has consulted with regarding obtaining a divorce from Defendant, and dates Plaintiff consulted with such attorneys regarding a divorce from Defendant.

RESPONSE TO INTERROGATORY NO. 11:

Objection. This request is overbroad, vague, ambiguous and unduly burdensome. Without waiving said objection, Plaintiff responds – approximately 9 attorneys. Plaintiff does not recall the specific dates she consulted with those attorneys, but believes them to be from year 2013 through the present.

...

INTERROGATORY NO. 12:

Please state when you discovered that Defendant had children with Nadya Khapsalis and the circumstances of that discovery.

RESPONSE TO INTERROGATORY NO. 12:

February 3, 2015: Defendant's Counsel announced to Judge Duckworth at our initial Case Management Conference that Dennis had met a woman and fathered twins who were seven years old. Nadya Khapsalis' name was then noted on the FDF the Defendant submitted after the CMC.

DATED this 20th day of October, 2015.

RADFORD J. SMITH, CHARTERED

Garima Varshney

RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada State Bar No. 11878
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorneys for Plaintiff

Exhibit 3Q.006

VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

GABRIELLE KOGOD, being first duly sworn, deposes and states:

That she is the ~~Defendant~~ Plaintiff in this matter and has read the foregoing Interrogatories, that the same is true and correct to the best of her knowledge, except for those matters stated upon information and belief, and for those matters, she believes them to be true.

GABRIELLE KOGOD

Subscribed and Sworn before me
this 20th day of October, 2015.

NOTARY PUBLIC in and for said
County and State

Nancy C. Belcher
Notary Public
State of Nevada
My Commission Expires: 02-15-2019
Certificate No: 98-5150-1

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "PLAINTIFF'S RESPONSE TO DEFENDANT'S SECOND SET OF INTERROGATORIES" on this 20th of October 2015, to all interested parties as follows:

☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

☒ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

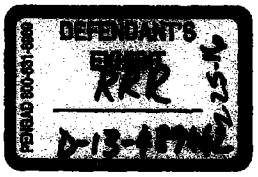
☒ BY ELECTRONIC SERVICE: I transmitted a copy of the foregoing document this date via the Eighth Judicial District Court's electronic filing system

Daniel Marks
Law Office of Daniel Marks
610 South Ninth Street
Las Vegas NV 89101

An employee of Radford J. Smith, Chartered

ELECTRONICALLY SERVED
10/29/2015 04:05:05 PM

RADFORD J. SMITH, CHARTERED
RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, NV 89074
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
rsmith@radfordsmith.com
Attorneys Plaintiff



DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI - KOGOD,

Plaintiff,

v.

DENNIS KOGOD,

Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: G

FAMILY DIVISION

PLAINTIFF'S RESPONSE TO DEFENDANT'S THIRD SET OF INTERROGATORIES

TO: DENNIS KOGOD, Defendant; and,

TO: DANIEL MARKS, ESQ., Attorney for Defendant

COMES NOW, the Plaintiff, GABRIELLE CIOFFI - KOGOD, through her attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq. of Radford J. Smith, Chartered, and provides the following, Plaintiff's Response to Defendant's Third Set of Interrogatories:

INTERROGATORY NO. 1:

Please itemize, in detail, any and all costs and/or expenses that you have incurred for each of your

pets since January 1,2004, including but not limited to veterinary services, boarding, grooming, food, and/or all other expenses associated with your pets. For each item please include the date of service, the service performed, who performed the service, the cost, and who paid the cost.

RESPONSE TO INTERROGATORY NO. 1:

Objection. This request is vague, ambiguous, overbroad and unduly burdensome and is not designed to lead to discovery of admissible evidence. Without waiving said objection, Plaintiff states: Dennis and I are both on record with our veterinarian as the owners of our cats. As a result, he can contact the veterinarian at "A Cat Hospital" at 2758 N. Green Valley Pkwy., Henderson, NV 89014 (Phone 702.454.4400) for records of billing, care and treatment. All fees and expenses are reflected in my Discover credit card account X4205 statements provided in Plaintiff's document production pursuant to NRCP 16.2.

INTERROGATORY NO. 2:

Please itemize, in detail, any and all dental work that you have had since January 1, 2004, including but not limited to the date of service, the service performed, who performed the service, the cost, and who paid the cost

RESPONSE TO INTERROGATORY NO. 2:

Objection. This request is vague, ambiguous, overbroad and unduly burdensome. Without waiving said objection, Plaintiff states: Dennis is covered on my insurance (Delta); I am on his (DaVita). We use our Chase Healthcare Savings Account X1626 for charges not covered. Dennis is primary account holder and has access to those records. I also use my credit card as needed. Statements have previously been provided.

INTERROGATORY NO. 3:

Please provide an itemization of any and all expenses incurred at South Shore Country Club from January 1, 2004 through the present, including but not limited to date expense incurred, who incurred the

expenses, what was purchased and/or charged, and who paid the expense.

RESPONSE TO INTERROGATORY NO. 3:

Objection. This request is vague, ambiguous, overbroad and unduly burdensome. Without waiving said objection, Plaintiff states: Dennis has access to account information. Dennis receives all statements of charges from South Shore Country Club and has them set up for electronic payment.

INTERROGATORY NO. 4:

Please provide any and all details relating to any money(s) Plaintiff currently possesses, has an interest in, is aware of a potential future interest in, whether located in or outside of the United States of America, including but not limited to bank accounts, wills, trusts, and the like.

RESPONSE TO INTERROGATORY NO. 4:

Objection. This request is vague, ambiguous, overbroad and unduly burdensome. Without waiving said objection, Plaintiff states: Defendant has created, disbursed, sold, purchased, and loaned numerous assets during the parties' marriage without Plaintiff's knowledge or consent. Plaintiff has an interest in those assets. Discovery is still ongoing and Plaintiff will supplement this response as and when more documents and/or information becomes available.

INTERROGATORY NO. 5:

Please identify the name and Contact information of any Person you or anyone acting on your behalf has interviewed in connection with the instant action, including the date of the interview, and whether a statement or recording was made or obtained.

. . . .

. . . .

RESPONSE TO INTERROGATORY NO. 5:

Objection. This request is vague, ambiguous, overbroad and unduly burdensome. Without waiving said objection, Plaintiff states: None. Discovery is ongoing; Plaintiff will supplement this response as additional documents become available to her.

DATED this 29th day of October, 2015.

RADFORD J. SMITH, CHARTERED

Gemma Varbanov

RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791 11878
MATHEW FEELEY, ESQ.
Nevada State Bar No. 13336
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorneys for Plaintiff

Exhibit 3R.004

VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

GABRIELLE KOGOD, being first duly sworn, deposes and states:

That he is the Plaintiff in this matter and has read the foregoing Plaintiff's Response to Defendant's Third Set of Interrogatories, that the same is true and correct to the best of his knowledge, except for those matters stated upon information and belief, and for those matters, she believes them to be true.

GABRIELLE KOGOD

Subscribed and Sworn before me
this 26 day of October, 2015.

NOTARY PUBLIC in and for said
County and State

NOTARY PUBLIC
JOLENE M. HOEFT
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. DEC. 29, 2017
No: 08-10078-1

Exhibit 3R.005

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "PLAINTIFF'S RESPONSE TO DEFENDANT'S THIRD SET OF INTERROGATORIES" on this _____ day of October, 2015 to all interested parties as follows:

☐ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

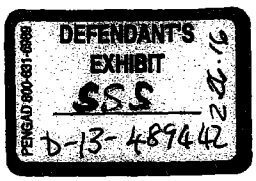
☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☐ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

☒ BY ELECTRONIC SERVICE: I transmitted a copy of the foregoing document this date via the Eighth Judicial District Court's electronic filing system

Daniel Marks, Esq.
Law Office of Daniel Marks
610 South Ninth Street
Las Vegas NV 89101

_____
An employee of Radford J. Smith, Chartered



CONFIDENTIAL MEMORANDUM

$2,300,000,000

Limited Partner Interests

in

New Enterprise Associates 14, L.P.

(a venture capital limited partnership)

Website http://www.nea.com

February 2012

NOT TO BE REPRODUCED OR REDISTRIBUTED

"New Enterprise Associates" and "NEA" are registered trademarks of New Enterprise Associates, Inc. and its affiliates.

DLK014776

Exhibit 3S.001

Proprietary and Confidential

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PARTNERSHIP AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE LIMITED PARTNER INTERESTS OFFERED HEREBY (THE "INTERESTS") HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THIS MEMORANDUM CONTAINS HIGHLY CONFIDENTIAL INFORMATION, INCLUDING TRADE SECRET, COMMERCIAL AND FINANCIAL INFORMATION, REGARDING NEW ENTERPRISE ASSOCIATES AND ITS INVESTMENT PARTNERSHIPS. THE INFORMATION CONTAINED HEREIN IS FOR USE ONLY BY THE INTENDED RECIPIENT. ANY DISCLOSURE OF THIS INFORMATION COULD CAUSE COMPETITIVE HARM TO NEW ENTERPRISE ASSOCIATES AND ITS AFFILIATED ENTITIES. BY READING THE INFORMATION CONTAINED HEREIN, EACH PROSPECTIVE INVESTOR AGREES THAT THIS INFORMATION (I) SHALL BE USED BY SUCH INVESTOR SOLELY IN CONNECTION WITH MAKING ITS INVESTMENT DECISION WITH RESPECT TO THE PARTNERSHIP AND SHALL NOT BE USED BY SUCH INVESTOR FOR ANY OTHER PURPOSES, (II) SHALL NOT, WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE GENERAL PARTNER OF THE PARTNERSHIP (THE "GENERAL PARTNER"), BE REPRODUCED IN ANY MANNER FOR, OR DISCLOSED TO, ANY OTHER PERSON, AND (III) SHALL BE RETAINED FOR ONLY SO LONG AS IS NECESSARY.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE CONFIDENTIAL NATURE OF THIS MEMORANDUM WILL NOT APPLY TO THE INFORMATION RELATED TO THE TAX TREATMENT OR THE TAX STRUCTURE OF THE TRANSACTIONS CONTEMPLATED HEREIN. FOR THIS PURPOSE, "TAX STRUCTURE" IS LIMITED TO ANY FACTS RELEVANT TO THE U.S. FEDERAL INCOME TAX TREATMENT OF THE TRANSACTIONS AND DOES NOT INCLUDE INFORMATION RELATING TO THE IDENTITY OF THE PARTIES.

NO PERSON OTHER THAN THE GENERAL PARTNER HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OR GIVE ANY INFORMATION WITH RESPECT TO THE INTERESTS AND ANY REPRESENTATION OR INFORMATION PROVIDED BY THIRD PARTIES MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE PARTNERSHIP, THE GENERAL PARTNER OR ANY OF THEIR AFFILIATES. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE INTERESTS IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. THIS MEMORANDUM IS NOT, AND UNDER NO CIRCUMSTANCES IS IT TO BE CONSTRUED AS, A PROSPECTUS OR ADVERTISEMENT, AND THE OFFERING CONTEMPLATED IN THIS MEMORANDUM IS NOT, AND UNDER NO CIRCUMSTANCES IS IT TO BE CONSTRUED AS, A PUBLIC OFFERING OF THE INTERESTS. THIS MEMORANDUM IS FOR THE CONFIDENTIAL USE OF ONLY THOSE PERSONS TO WHOM IT IS TRANSMITTED IN CONNECTION WITH THIS OFFERING. THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM

NOR ANY SALE OF INTERESTS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED IN THIS MEMORANDUM AFTER THE DATE HEREOF.

CERTAIN PERFORMANCE DATA CONTAINED HEREIN IS BASED UPON OR INCLUDES THE VALUE OF UNREALIZED INVESTMENTS. IN SOME CASES, THE VALUE OF THE UNREALIZED INVESTMENT IS ESTIMATED DUE TO THE LACK OF A TRADING MARKET. THERE CAN BE NO ASSURANCE THAT ESTIMATED VALUES OR RETURNS BASED ON THOSE VALUES CAN BE REALIZED OR THAT ACTUAL RETURNS OR RESULTS WILL NOT BE MATERIALLY LOWER THAN THOSE STATED HEREIN.

PROSPECTIVE INVESTORS ARE CAUTIONED NOT TO RELY ON THE PRIOR RETURNS SET FORTH HEREIN IN MAKING A DECISION WHETHER OR NOT TO PURCHASE THE INTERESTS OFFERED HEREBY. THE RETURN INFORMATION CONTAINED HEREIN HAS NOT BEEN AUDITED OR VERIFIED BY ANY INDEPENDENT PARTY AND SHOULD NOT BE CONSIDERED REPRESENTATIVE OF THE RETURNS THAT MAY BE RECEIVED BY AN INVESTOR IN THE PARTNERSHIP. AN INVESTMENT IN THE PARTNERSHIP INVOLVES SUBSTANTIAL RISKS AND INVESTORS COULD LOSE MONEY.

THIS MEMORANDUM DOES NOT PURPORT TO BE ALL INCLUSIVE OR TO CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN INVESTIGATING THE POTENTIAL PURCHASE OF INTERESTS. PROSPECTIVE INVESTORS MUST CONDUCT AND RELY ON THEIR OWN EVALUATION OF THE INTERESTS AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE INTERESTS.

FOR FLORIDA RESIDENTS ONLY:

THE INTERESTS HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES. IF SALES ARE MADE TO FIVE OR MORE FLORIDA PURCHASERS (EXCLUDING INSTITUTIONAL INVESTORS DESCRIBED IN SECTION 517.061(7), FLA. STAT.), EACH SALE IS VOIDABLE BY THE PURCHASER (OTHER THAN AN INSTITUTIONAL INVESTOR AS SO DESCRIBED) WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER, OR AN ESCROW AGENT OR WITHIN THREE DAYS AFTER AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.

FOR NON-U.S. RESIDENTS ONLY:

NO ACTION HAS BEEN OR WILL BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE INTERESTS, OR POSSESSION OR DISTRIBUTION OF OFFERING MATERIAL IN CONNECTION WITH THE ISSUE OF THE INTERESTS, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE INTERESTS TO SATISFY HIMSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

NOTICE TO RESIDENTS OF ARGENTINA:

NO PUBLIC OFFERING OF THE INTERESTS IS BEING MADE TO INVESTORS RESIDENT IN ARGENTINA. THE INTERESTS ARE BEING OFFERED ONLY TO A LIMITED NUMBER OF INSTITUTIONAL INVESTORS AND SOPHISTICATED INDIVIDUAL INVESTORS CAPABLE OF UNDERSTANDING THE RISKS OF THEIR INVESTMENT. THE NATIONAL SECURITIES COMMISSION OF ARGENTINA HAS NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR OTHERWISE APPROVED OR AUTHORIZED THE OFFERING OF THE INTERESTS TO INVESTORS RESIDENT IN ARGENTINA.

NOTICE TO RESIDENTS OF AUSTRALIA:

THE PARTNERSHIP IS NOT A REGISTERED MANAGED INVESTMENT SCHEME, NOR IS IT REQUIRED TO BE REGISTERED AS A MANAGED INVESTMENT SCHEME, AND THIS MEMORANDUM IS NOT A PRODUCT DISCLOSURE DOCUMENT REGISTERED OR REQUIRED TO BE REGISTERED WITH THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION. THE INTERESTS WILL ONLY BE OFFERED IN AUSTRALIA TO PERSONS TO WHOM SUCH SECURITIES MAY BE OFFERED WITHOUT A PRODUCT DISCLOSURE STATEMENT UNDER PART 7.9 OF THE CORPORATIONS ACT 2001 (CTH) (THE "CORPORATIONS ACT"). THE INTERESTS SUBSCRIBED FOR BY INVESTORS IN AUSTRALIA MUST NOT BE OFFERED FOR RESALE IN AUSTRALIA FOR 12 MONTHS FROM ALLOTMENT EXCEPT IN CIRCUMSTANCES WHERE DISCLOSURE TO INVESTORS UNDER THE CORPORATIONS ACT WOULD NOT BE REQUIRED OR WHERE A COMPLIANT PRODUCT DISCLOSURE STATEMENT IS PRODUCED. PROSPECTIVE INVESTORS IN AUSTRALIA SHOULD CONFER WITH THEIR PROFESSIONAL ADVISORS IF IN ANY DOUBT ABOUT THEIR POSITION.

NOTICE TO RESIDENTS OF BELGIUM:

THE PARTNERSHIP HAS NOT BEEN AND WILL NOT BE REGISTERED WITH THE BELGIAN BANKING, FINANCE AND INSURANCE COMMISSION (COMMISSIE VOOR HET BANK-, FINANCIE- EN ASSURANTIEWEZEN / COMMISSION BANCAIRE, FINANCIÈRE ET DES ASSURANCES) ("CBFA") AS A FOREIGN COLLECTIVE INVESTMENT INSTITUTION REFERRED TO UNDER ARTICLE 127 OF THE BELGIAN ACT OF JULY 20, 2004 RELATING TO CERTAIN FORMS OF COLLECTIVE MANAGEMENT OF INVESTMENT PORTFOLIOS. THIS MEMORANDUM AND THE OFFERING OF THE INTERESTS HAVE NOT BEEN AND WILL NOT BE NOTIFIED TO, AND HAVE NOT BEEN APPROVED OR DISAPPROVED BY, THE CBFA. THE PUBLIC OFFERING OF THE INTERESTS IN BELGIUM WITHIN THE MEANING OF THE BELGIAN ACT OF JULY 20, 2004, AND THE BELGIAN ACT OF JUNE 16, 2006 ON THE PUBLIC OFFERING OF INVESTMENT INSTRUMENTS AND THE ADMISSION OF INVESTMENT INSTRUMENTS TO LISTING ON A REGULATED MARKET HAS NOT BEEN AUTHORIZED BY THE PARTNERSHIP. THE OFFERING MAY THEREFORE NOT BE ADVERTISED, AND THE INTERESTS MAY NOT BE OFFERED, SOLD, TRANSFERRED OR DELIVERED TO, OR SUBSCRIBED TO BY, AND NO MEMORANDUM, INFORMATION CIRCULAR, BROCHURE OR SIMILAR DOCUMENT MAY BE DISTRIBUTED TO, DIRECTLY OR INDIRECTLY, ANY INDIVIDUAL OR LEGAL ENTITY IN BELGIUM, EXCEPT (I) TO "QUALIFIED INVESTORS" AS REFERRED TO IN ARTICLE 10, § 1 OF THE AFOREMENTIONED ACT OF JUNE 16, 2006, (II) SUBJECT TO THE RESTRICTION OF A MINIMUM INVESTMENT OF €50,000 PER INVESTOR OR (III) IN ANY OTHER CIRCUMSTANCES IN WHICH THE PRESENT OFFERING DOES NOT QUALIFY AS A PUBLIC OFFERING IN ACCORDANCE WITH THE AFOREMENTIONED ACT OF JUNE 16, 2006.

THIS MEMORANDUM HAS BEEN ISSUED TO THE INTENDED RECIPIENT FOR PERSONAL USE ONLY AND EXCLUSIVELY FOR THE PURPOSE OF THE OFFERING. THEREFORE, IT MAY NOT BE USED FOR ANY OTHER PURPOSE, NOR PASSED ON TO ANY OTHER PERSON IN BELGIUM.

NOTICE TO RESIDENTS OF THE CAYMAN ISLANDS:

THIS MEMORANDUM DOES NOT CONSTITUTE AND THERE WILL NOT BE ANY OFFERING OF THE INTERESTS O THE PUBLIC IN THE CAYMAN ISLANDS.

NOTICE TO RESIDENTS OF CHINA (PEOPLE'S REPUBLIC OF):

THE INTERESTS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO THE PUBLIC IN CHINA AND NEITHER THIS MEMORANDUM, WHICH HAS NOT BEEN SUBMITTED TO THE CHINESE SECURITIES AND REGULATORY COMMISSION, NOR ANY OFFERING MATERIAL OR INFORMATION CONTAINED HEREIN RELATING TO THE INTERESTS, MAY BE SUPPLIED TO THE PUBLIC IN CHINA OR USED IN CONNECTION WITH ANY OFFER FOR THE SUBSCRIPTION OR SALE OF THE INTERESTS TO THE PUBLIC IN CHINA. THE INTERESTS MAY ONLY BE MARKETED, OFFERED OR SOLD TO CHINESE INVESTORS THAT ARE AUTHORIZED TO ENGAGE IN FOREIGN EXCHANGE BUSINESS AND OFFSHORE INVESTMENT FROM OUTSIDE CHINA. CHINESE INVESTORS MAY BE SUBJECT TO FOREIGN EXCHANGE CONTROL APPROVAL AND FILING REQUIREMENTS UNDER THE RELEVANT CHINESE FOREIGN EXCHANGE REGULATIONS, AS WELL AS OFFSHORE INVESTMENT APPROVAL REQUIREMENTS.

NOTICE TO RESIDENTS OF DENMARK:

THE PARTNERSHIP IS OFFERED TO A LIMITED NUMBER OF INSTITUTIONAL AND SOPHISTICATED INVESTORS. PURSUANT TO SECTION 11 OF THE PROSPECTUS ORDER (MINISTERIAL ORDER NO. 223 OF MARCH 10, 2010 ON THE PROSPECTUS REQUIREMENTS FOR OFFERINGS OF A VALUE ABOVE €2,500,000) ISSUED IN ACCORDANCE WITH SECTION 23(8) OF THE DANISH SECURITIES TRADING ACT (CONSOLIDATED ACT NO. 298 OF APRIL 11, 2011) THE FOLLOWING TYPES OF OFFERINGS ARE EXEMPTED FROM PROSPECTUS REGISTRATION REQUIREMENTS: OFFERINGS TO ACCREDITED INVESTORS; OFFERINGS TO NON-ACCREDITED INVESTORS IF THE OFFER IS DIRECTED AT LESS THAN 100 PRIVATE OR LEGAL PERSONS IN DENMARK; OFFERINGS FOR WHICH THE VALUE OF EACH INTEREST EXCEEDS €50,000; OR OFFERINGS WHERE PARTICIPATION IS CONDITIONAL UPON PAYMENT OF MORE THAN €50,000 PER INVESTOR.

THIS MEMORANDUM MAY ONLY BE DISTRIBUTED TO AND THE OFFERING MAY ONLY BE SUBSCRIBED BY INVESTORS THAT SATISFY ONE OR MORE OF THE CONDITIONS SET OUT ABOVE. ACCORDINGLY, THIS MEMORANDUM HAS NOT BEEN AND WILL NOT BE REGISTERED WITH THE DANISH FINANCIAL SUPERVISORY AUTHORITY OR THE DANISH COMMERCE AND COMPANIES AGENCY UNDER THE RELEVANT DANISH ACTS AND REGULATIONS ON THE OFFERING IN DENMARK OF THE INTERESTS.

NOTICE TO RESIDENTS OF FRANCE:

THIS MEMORANDUM IS NOT BEING DISTRIBUTED IN THE CONTEXT OF A PUBLIC OFFERING IN FRANCE WITHIN THE MEANING OF ARTICLE L. 411-1 OF THE FRENCH MONETARY AND FINANCIAL CODE (CODE MONÉTAIRE ET FINANCIER). THIS

MEMORANDUM HAS NOT BEEN AND WILL NOT BE SUBMITTED TO THE FRENCH AUTORITÉ DES MARCHÉS FINANCIERS ("AMF") FOR APPROVAL IN FRANCE AND ACCORDINGLY MAY NOT AND WILL NOT BE DISTRIBUTED TO THE PUBLIC IN FRANCE.

PURSUANT TO ARTICLE 211-3 OF THE AMF GENERAL REGULATION, FRENCH RESIDENTS ARE HEREBY INFORMED THAT: (I) THE TRANSACTION DOES NOT REQUIRE A PROSPECTUS TO BE SUBMITTED FOR APPROVAL TO THE AMF; (II) PERSONS OR ENTITIES REFERRED TO IN POINT 2°, SECTION II OF ARTICLE L.411-2 OF THE MONETARY AND FINANCIAL CODE MAY TAKE PART IN THE TRANSACTION SOLELY FOR THEIR OWN ACCOUNT, AS PROVIDED IN ARTICLES D. 411-1, D. 411-2, D. 734-1, D. 744-1, D. 754-1 AND D. 764-1 OF THE MONETARY AND FINANCIAL CODE; AND (III) THE FINANCIAL INSTRUMENTS THUS ACQUIRED CANNOT BE DISTRIBUTED DIRECTLY OR INDIRECTLY TO THE PUBLIC OTHERWISE THAN IN ACCORDANCE WITH ARTICLES L. 411-1, L. 411-2, L. 412-1 AND L. 621-8 TO L. 621-8-3 OF THE MONETARY AND FINANCIAL CODE.

THIS MEMORANDUM IS NOT TO BE FURTHER DISTRIBUTED OR REPRODUCED (IN WHOLE OR IN PART) IN FRANCE BY THE RECIPIENTS OF THIS MEMORANDUM. THIS MEMORANDUM HAS BEEN DISTRIBUTED ON THE UNDERSTANDING THAT SUCH RECIPIENTS WILL ONLY PARTICIPATE IN THE ISSUE OR SALE OF THE INTERESTS FOR THEIR OWN ACCOUNT AND UNDERTAKE NOT TO TRANSFER, DIRECTLY OR INDIRECTLY, THE INTERESTS TO THE PUBLIC IN FRANCE, OTHER THAN IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS AND IN PARTICULAR WITH ARTICLES L 411-1 AND L. 411-2 OF THE FRENCH MONETARY AND FINANCIAL CODE.

NOTICE TO RESIDENTS OF GERMANY:

THIS MEMORANDUM HAS NOT BEEN AND WILL NOT BE SUBMITTED TO, NOR HAS IT BEEN APPROVED BY, THE BUNDESANSTALT FÜR FINANZDIENSTLEISTUNGSAUFSICHT (THE GERMAN FINANCIAL SERVICES AUTHORITY OR "BAFIN") AND NO PROSPECTUS HAS BEEN OR WILL BE PUBLISHED IN GERMANY. THE INTERESTS HAVE NOT BEEN REGISTERED FOR PUBLIC DISTRIBUTION IN GERMANY. THEREFORE, THE INTERESTS MAY BE OFFERED AND SOLD OR DISTRIBUTED IN THE TERRITORY OF THE FEDERAL REPUBLIC OF GERMANY ONLY IF THE OFFER IS MADE TO CREDIT AND FINANCIAL SERVICES INSTITUTIONS AS DEFINED BY THE GERMAN BANKING ACT (KREDITWESENGESETZ), PUBLIC OR PRIVATE INSURANCE COMPANIES, INVESTMENT COMPANIES, INVESTMENT STOCK CORPORATIONS AND PENSION FUNDS, INCLUDING ANY MANAGEMENT COMPANY COMMISSIONED BY ANY SUCH ENTITY. THIS MEMORANDUM AND ANY OTHER DOCUMENT RELATING TO THE INTERESTS, AS WELL AS INFORMATION CONTAINED THEREIN, MAY NOT BE SUPPLIED TO THE PUBLIC IN GERMANY OR USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OR SALE OF THE INTERESTS TO THE PUBLIC IN GERMANY. THIS MEMORANDUM AND OTHER OFFERING MATERIALS RELATING TO THE OFFER OF THE INTERESTS ARE STRICTLY CONFIDENTIAL AND MAY NOT BE DISTRIBUTED TO ANY PERSON OR ENTITY OTHER THAN THE RECIPIENTS HEREOF.

NOTICE TO RESIDENTS OF GUERNSEY:

THE PARTNERSHIP IS A CAYMAN ISLANDS EXEMPTED LIMITED PARTNERSHIP AND HAS NOT BEEN AUTHORISED BY THE GUERNSEY FINANCIAL SERVICES COMMISSION (THE "COMMISSION") UNDER THE PROTECTION OF INVESTORS (BAILIWICK OF GUERNSEY) LAW, 1987 ("POI LAW"), AS AMENDED. ACCORDINGLY, ANY MARKETING MATERIAL OR

PROSPECTUS IN RELATION TO THE PARTNERSHIP MAY NOT BE CIRCULATED WITHIN THE BAILIWICK OF GUERNSEY, AND THERE SHOULD BE NO ONWARD DISTRIBUTION OF THE SAME.

NOTICE TO RESIDENTS OF IRELAND:

THIS MEMORANDUM AND THE INFORMATION CONTAINED HEREIN ARE PRIVATE AND CONFIDENTIAL AND ARE FOR THE USE ONLY OF THE PERSONS TO WHOM SUCH MATERIAL IS ADDRESSED AND MAY NOT BE DISTRIBUTED IN IRELAND. NO PERSON RECEIVING A COPY OF THIS MEMORANDUM MAY TREAT IT AS CONSTITUTING AN INVITATION TO THEM TO SUBSCRIBE FOR AN INTEREST OR A SOLICITATION TO ANYONE OTHER THAN THE ADDRESSEE. ACCORDINGLY, THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE OTHER THAN THE ADDRESSEE AND DOES NOT CONSTITUTE AN OFFER FOR SALE TO THE PUBLIC IN IRELAND WITHIN THE MEANING OF THE UNIT TRUSTS ACT, 1990 IN IRELAND.

NOTICE TO RESIDENTS OF ITALY:

THE PARTNERSHIP IS NOT A UCITS PARTNERSHIP. THE OFFERING OF THE INTERESTS IN ITALY HAS NOT BEEN NOR WILL IT BE AUTHORIZED BY THE BANK OF ITALY AND THE COMMISSIONE NAZIONALE PER LA SOCIETÀ E LA BORSA ("CONSOB"). THE INTERESTS ARE OFFERED UPON THE EXPRESS REQUEST OF THE INVESTOR, WHO HAS DIRECTLY CONTACTED THE PARTNERSHIP OR NEW ENTERPRISE ASSOCIATES ON THE INVESTOR'S OWN INITIATIVE. NO ACTIVE MARKETING OF THE PARTNERSHIP HAS BEEN MADE NOR WILL IT BE MADE IN ITALY, AND THIS MEMORANDUM HAS BEEN SENT TO THE INVESTOR AT THE INVESTOR'S UNSOLICITED REQUEST. THE INVESTOR ACKNOWLEDGES AND CONFIRMS THE ABOVE AND HEREBY AGREES NOT TO SELL OR OTHERWISE TRANSFER ANY INTERESTS OR TO CIRCULATE THIS MEMORANDUM IN ITALY UNLESS EXPRESSLY PERMITTED BY, AND IN COMPLIANCE WITH, APPLICABLE LAW.

NOTICE TO RESIDENTS OF JAPAN:

THE INTENDED RECIPIENT UNDERSTANDS AND ACKNOWLEDGES THAT UPON BECOMING A LIMITED PARTNER OF THE PARTNERSHIP, NEITHER THE RETURN OF THE PRINCIPAL AMOUNT NOR THE DISTRIBUTION OF ANY PROFIT IS GUARANTEED. ANY INVESTMENT IN THE INTERESTS INVOLVES CERTAIN RISKS OF LOSS, INCLUDING BUT NOT LIMITED TO RISKS CAUSED BY FLUCTUATIONS IN INTEREST RATES, CURRENCY AND OTHER MARKET FACTORS, OR THE CREDIT RISK OF OTHER PARTNERS OF THE PARTNERSHIP OR AFFILIATED PARTIES THEREOF. ANY PERSON INTERESTED IN PURCHASING AN INTEREST IS ADVISED TO READ THE TERMS OF INVESTMENT CAREFULLY, PAYING PARTICULAR ATTENTION TO THOSE PROVISIONS THAT RELATE TO LIMITATIONS ON THE PERIOD IN WHICH RIGHTS RELATING TO SUCH INVESTMENT CAN BE EXERCISED.

THIS SOLICITATION OF AN OFFER OF ACQUISITION RELATING TO ISSUANCE OF THE INTERESTS FALLS WITHIN THE "SOLICITATION FOR SMALL NUMBER INVESTORS, ETC.," AS DEFINED UNDER PARAGRAPH 4, ARTICLE 23-3 OF THE FINANCIAL INSTRUMENTS AND EXCHANGE ACT OF JAPAN (ACT NO. 25 OF 1948, AS AMENDED, "FIEA"); AND NO SECURITIES REGISTRATION STATEMENT, PURSUANT TO THE PROVISIONS OF PARAGRAPH 1 OF ARTICLE 4 OF THE FIEA, HAS BEEN FILED OR WILL BE FILED REGARDING SUCH SOLICITATION OF AN OFFER. THE INTERESTS FALL WITHIN THE

DEFINITION OF THE RIGHTS IN A SO-CALLED "FOREIGN COLLECTIVE INVESTMENT SCHEME" AS SET FORTH IN ITEM 6, PARAGRAPH 2, ARTICLE 2 OF THE FIEA.

THE GENERAL PARTNER MAY ONLY SOLICIT TO OFFER OF ACQUISITION RELATING TO ISSUANCE OF THE INTEREST TO INVESTORS IN JAPAN WHO ARE QUALIFIED INSTITUTIONAL INVESTORS AS DEFINED UNDER THE ITEM 1, PARAGRAPH 3, ARTICLE 2 OF THE FIEA ("QII") AND DO NOT FALL UNDER (I), (RO), (HA) OF ITEM 1, PARAGRAPH 1, ARTICLE 63 OF THE FIEA ("JAPAN INVESTORS") AND IS PROHIBITED FROM MAKING SUCH SOLICITATION TO INVESTORS IN JAPAN OTHER THAN THE JAPAN INVESTORS. ANY JAPAN INVESTOR WHO ACQUIRES OR PURCHASES AN INTEREST SHALL BE PROHIBITED FROM ASSIGNING THE INTEREST EXCEPT IN CASE OF ASSIGNING THE INTEREST TO THE QII EVEN IF THE GENERAL PARTNER GIVES ITS CONSENT TO SUCH ASSIGNMENT.

NOTICE TO RESIDENTS OF LUXEMBOURG:

NO PUBLIC OFFERING OF THE INTERESTS IS BEING MADE TO INVESTORS RESIDENT IN LUXEMBOURG. THE INTERESTS ARE BEING OFFERED ONLY TO A LIMITED NUMBER OF SOPHISTICATED AND PROFESSIONAL INVESTORS IN LUXEMBOURG. THE COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER OF LUXEMBOURG HAS NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR OTHERWISE APPROVED OR AUTHORIZED THE OFFERING OF THE INTERESTS TO INVESTORS RESIDENT IN LUXEMBOURG.

NOTICE TO RESIDENTS OF THE NETHERLANDS:

THE PARTNERSHIP IS NOT SUBJECT TO A LICENSING REQUIREMENT PURSUANT TO THE FINANCIAL SUPERVISION ACT (WET OP HET FINANCIEEL TOEZICHT) IN RESPECT OF THE ISSUANCE OF THE INTERESTS. NEITHER IS THE PARTNERSHIP UNDER THE SUPERVISION OF THE DUTCH AUTHORITY FOR THE FINANCIAL MARKETS (STICHTING AUTORITEIT FINANCIËLE MARKTEN) IN THIS RESPECT.

NOTICE TO RESIDENTS OF NEW ZEALAND:

NO PUBLIC OFFERING OF THE INTERESTS IS BEING MADE TO INVESTORS IN NEW ZEALAND. THE INTERESTS ARE BEING OFFERED TO INVESTORS IN NEW ZEALAND PURSUANT TO EXEMPTIONS FROM THE PROSPECTUS REQUIREMENTS UNDER THE SECURITIES ACT OF 1978. THE NEW ZEALAND FINANCIAL MARKETS AUTHORITY HAS NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR OTHERWISE APPROVED OR AUTHORIZED THE OFFERING OF THE INTERESTS TO INVESTORS RESIDENT IN NEW ZEALAND.

NOTICE TO RESIDENTS OF NORWAY:

THIS MEMORANDUM DOES NOT CONSTITUTE AN INVITATION OR A PUBLIC OFFER OF SECURITIES IN THE KINGDOM OF NORWAY. IT IS INTENDED ONLY FOR THE ORIGINAL RECIPIENT AND IS NOT FOR GENERAL CIRCULATION IN THE KINGDOM OF NORWAY. THE OFFER HEREIN IS NOT SUBJECT TO THE PROSPECTUS REQUIREMENTS LAID DOWN IN THE NORWEGIAN SECURITIES TRADING ACT. THIS MEMORANDUM HAS NOT BEEN NOR WILL IT BE REGISTERED WITH OR AUTHORIZED BY ANY GOVERNMENTAL BODY IN NORWAY. THE INTERESTS MAY ONLY BE SOLICITED, ACQUIRED OR OFFERED IN OR FROM NORWAY TO INVESTORS FOR A TOTAL FACE VALUE OF AT LEAST €50,000.

NOTICE TO RESIDENTS OF SINGAPORE:

THIS MEMORANDUM HAS NOT BEEN AND WILL NOT BE REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE. ACCORDINGLY, THIS MEMORANDUM AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE OF THE INTERESTS MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY THE INTERESTS BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN AN INSTITUTIONAL INVESTOR PURSUANT TO SECTION 274 OF THE SECURITIES AND FUTURES ACT ("SFA"), PURSUANT TO AN OFFER THAT IS MADE ON TERMS THAT THE INTERESTS ARE ACQUIRED AT A CONSIDERATION OF NOT LESS THAN S$200,000 (OR ITS EQUIVALENT IN A FOREIGN CURRENCY) FOR EACH TRANSACTION, WHETHER SUCH AMOUNT IS TO BE PAID FOR IN CASH OR BY EXCHANGE OF SECURITIES OR OTHER ASSETS, OR PURSUANT TO AND IN ACCORDANCE WITH THE CONDITIONS OF ANY OTHER APPLICABLE PROVISIONS OF THE SFA.

NOTICE TO RESIDENTS OF SOUTH KOREA:

NEITHER THE PARTNERSHIP NOR ANY OF ITS AFFILIATES IS MAKING ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS MEMORANDUM TO ACQUIRE THE INTERESTS UNDER THE LAWS OF KOREA, INCLUDING, BUT WITHOUT LIMITATION, THE FOREIGN EXCHANGE TRANSACTION LAW AND REGULATIONS THEREUNDER. THE INTERESTS ARE BEING OFFERED AND SOLD IN KOREA ONLY TO PERSONS PRESCRIBED BY ARTICLE 301, PARAGRAPH 2 OF THE ENFORCEMENT DECREE OF THE FINANCIAL INVESTMENT SERVICES AND CAPITAL MARKETS ACT, AND NONE OF THE INTERESTS MAY BE OFFERED, SOLD OR DELIVERED, OR OFFERED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN KOREA OR TO ANY RESIDENT OF KOREA EXCEPT PURSUANT TO APPLICABLE LAWS AND REGULATIONS OF KOREA.

FURTHERMORE, THE INTERESTS MAY NOT BE RE-SOLD TO KOREAN RESIDENTS UNLESS THE PURCHASER OF THE INTERESTS COMPLIES WITH ALL APPLICABLE REGULATORY REQUIREMENTS (INCLUDING, BUT NOT LIMITED TO, GOVERNMENTAL APPROVAL REQUIREMENTS UNDER THE FOREIGN EXCHANGE TRANSACTION LAW AND ITS SUBORDINATE DECREES AND REGULATIONS) IN CONNECTION WITH PURCHASE OF THE INTERESTS.

NOTICE TO RESIDENTS OF SWEDEN:

THIS MEMORANDUM HAS NOT BEEN NOR WILL IT BE REGISTERED WITH OR APPROVED BY FINANSINSPEKTIONEN (THE SWEDISH FINANCIAL SUPERVISORY AUTHORITY). ACCORDINGLY, THIS MEMORANDUM MAY NOT BE MADE AVAILABLE, NOR MAY THE INTERESTS OFFERED HEREUNDER BE MARKETED AND OFFERED FOR SALE IN SWEDEN, OTHER THAN UNDER CIRCUMSTANCES WHICH ARE DEEMED NOT TO REQUIRE A PROSPECTUS UNDER THE SWEDISH FINANCIAL INSTRUMENTS TRADING ACT (1991:980) (SW. LAG (1991:980) OM HANDEL MED FINANSIELLA INSTRUMENT). ACCORDINGLY, THE OFFERING OF THE INTERESTS WILL ONLY BE DIRECTED TO PERSONS IN SWEDEN WHO SUBSCRIBE TO INTERESTS IN THE PARTNERSHIP FOR A TOTAL CONSIDERATION OF AT LEAST €50,000 PER INVESTOR.

NOTICE TO RESIDENTS OF SWITZERLAND:

UNDER THE COLLECTIVE INVESTMENT SCHEMES ACT OF JUNE 23, 2006 (THE "CISA"), THE OFFERING, SALE AND DISTRIBUTION OF UNITS IN FOREIGN COLLECTIVE INVESTMENT SCHEMES IN OR FROM SWITZERLAND ARE SUBJECT TO AUTHORIZATION BY THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY. THE CONCEPT OF "FOREIGN COLLECTIVE INVESTMENT SCHEMES" COVERS, INTER ALIA, FOREIGN COMPANIES AND SIMILAR SCHEMES (INCLUDING THOSE CREATED ON THE BASIS OF A COLLECTIVE INVESTMENT CONTRACT OR A CONTRACT OF ANOTHER TYPE WITH SIMILAR EFFECTS) CREATED FOR THE PURPOSE OF COLLECTIVE INVESTMENT, WHETHER SUCH COMPANIES OR SCHEMES ARE CLOSED ENDED OR OPEN ENDED. UNITS IN A FOREIGN INVESTMENT SCHEME WHICH HAS NOT BEEN AUTHORIZED BY THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY MAY ONLY BE PROMOTED IN OR FROM SWITZERLAND PROVIDED THAT NO PUBLIC SOLICITATION, OFFERING OR ADVERTISING IS CARRIED OUT BY PERSONS OPERATING IN OR FROM SWITZERLAND. THERE ARE REASONABLE GROUNDS TO BELIEVE THAT THE PARTNERSHIP WOULD BE CHARACTERIZED AS A FOREIGN COLLECTIVE INVESTMENT SCHEME FROM A SWISS LEGAL POINT OF VIEW. AS THE INTERESTS HAVE NOT BEEN AND CAN NOT BE REGISTERED OR AUTHORIZED FOR DISTRIBUTION UNDER THE CISA, ANY OFFERING OF THE INTERESTS, AND ANY OTHER FORM OF SOLICITATION OF INVESTORS IN RELATION TO THE PARTNERSHIP (INCLUDING BY WAY OF CIRCULATION OF OFFERING MATERIALS OR INFORMATION, INCLUDING THIS MEMORANDUM), MUST BE MADE BY WAY OF PRIVATE PLACEMENT, E.G. BY LIMITING THE OFFER TO INVESTORS CONSIDERED AS QUALIFIED INVESTORS AS DEFINED IN THE CISA AND IN CIRCULAR 08/8 PUBLIC OFFERING OF THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY DATED 20 NOVEMBER 2009). FAILURE TO COMPLY WITH THE ABOVE-MENTIONED REQUIREMENTS MAY CONSTITUTE A BREACH OF THE CISA.

NOTICE TO RESIDENTS OF THE UNITED ARAB EMIRATES:

NEITHER THIS MEMORANDUM NOR THE INTERESTS IN THE PARTNERSHIP HAVE BEEN APPROVED, DISAPPROVED OR PASSED ON IN ANY WAY BY THE CENTRAL BANK OF THE UNITED ARAB EMIRATES OR ANY OTHER GOVERNMENTAL AUTHORITY IN THE UNITED ARAB EMIRATES, NOR HAS THE PARTNERSHIP RECEIVED AUTHORIZATION OR LICENSING FROM THE CENTRAL BANK OF THE UNITED ARAB EMIRATES OR ANY OTHER GOVERNMENTAL AUTHORITY IN THE UNITED ARAB EMIRATES TO MARKET OR SELL THE INTERESTS WITHIN THE UNITED ARAB EMIRATES. THIS MEMORANDUM DOES NOT CONSTITUTE AND MAY NOT BE USED FOR THE PURPOSE OF AN OFFER OR INVITATION. NO SERVICES RELATING TO INTERESTS IN THE PARTNERSHIP INCLUDING THE RECEIPT OF APPLICATIONS AND/OR THE ALLOTMENT OR REDEMPTION OF SUCH INTERESTS MAY BE RENDERED WITHIN THE UNITED ARAB EMIRATES BY THE PARTNERSHIP. NO OFFER OR INVITATION TO SUBSCRIBE FOR THE INTERESTS OR SALE OF THE INTERESTS IS VALID OR PERMITTED IN, OR TO ANY PERSONS IN, OR FROM, THE DUBAI INTERNATIONAL FINANCE CENTRE.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM:

IN THE UNITED KINGDOM, THIS MEMORANDUM IS BEING DISTRIBUTED ONLY TO AND IS DIRECTED ONLY AT (I) PERSONS WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS FALLING WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "ORDER"), (II) HIGH-NET-WORTH ENTITIES FALLING WITHIN ARTICLE 49(2) OF THE ORDER, AND (III) ANY OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE

COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS"). PERSONS WHO ARE NOT RELEVANT PERSONS MUST NOT ACT ON OR RELY ON THIS MEMORANDUM OR ANY OF ITS CONTENTS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS MEMORANDUM RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. RECIPIENTS MUST NOT DISTRIBUTE, PUBLISH, REPRODUCE, OR DISCLOSE THIS MEMORANDUM, IN WHOLE OR IN PART, TO ANY OTHER PERSON.

Proprietary and Confidential

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APPENDIX A – SENIOR INVESTMENT PROFESSIONALS' BIOGRAPHIES

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Exhibit 3S.012

INTRODUCTION

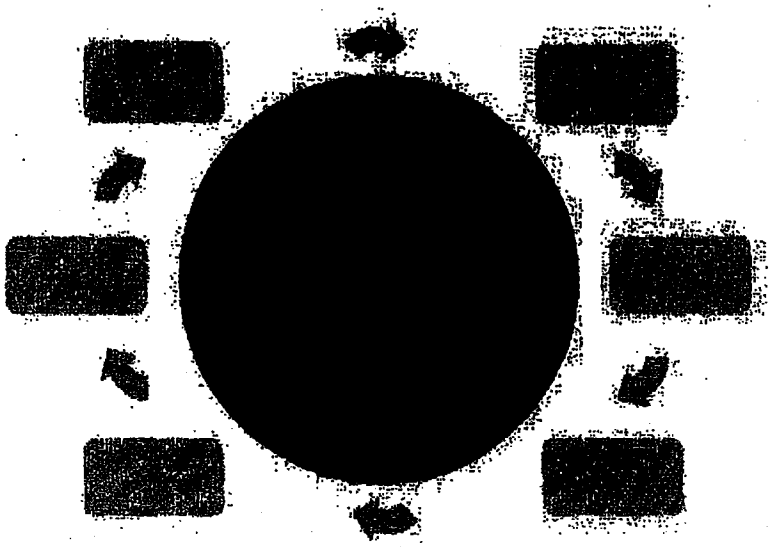
For more than 34 years, New Enterprise Associates ("NEA") has worked to attract, develop, and retain an exceptional group of investment professionals who apply deep domain knowledge and sound business judgment to back outstanding entrepreneurs. We are company builders, committed to supporting our portfolio companies through all stages of growth. We strive to add value and provide guidance through good times and bad, employing the full weight of NEA's intellectual and financial capital. Since inception, and across fourteen venture capital partnerships, we have endeavored to make every NEA investment a success for our entrepreneurs, our portfolio companies, our limited partners, and ourselves.

NEA is focused on investing in the information technology, healthcare and energy technology industries across all stages and multiple geographies. As one of the world's largest and most active venture capital firms, NEA has been able to develop deep domain expertise and insight in each industry, stage and geography in which we operate. Our capital base allows us to pursue opportunities inaccessible to smaller organizations, and our core values and reputation for integrity continue to attract the most talented and capable leaders in these industries. Since NEA's inception, we have worked to build an enduring institution that delivers superior financial returns over time.

New Enterprise Associates 14, L.P. ("NEA 14" or the "Partnership") is a venture capital fund that proposes to continue the NEA tradition by investing in and assisting growth-oriented businesses, across all stages, that exhibit superior profit-making potential. The Partnership's goals are simple—to achieve a superior return for its limited partners and to help create and build valuable companies. The NEA management group includes Peter J. Barris, Managing General Partner; and M. James "Jim" Barrett, Forest Baskett, Ryan D. Drant, Anthony A. Florence, Jr., Patrick J. Kerins, Krishna "Kittu" Kolluri, David M. Mott, Scott D. Sandell, Peter W. Sonsini, Ravi Viswanathan and Harry R. Weller, general partners. Other senior NEA investment professionals include 16 partners and managing directors, 19 principals and associates and 19 venture partners/advisors. Biographies of our senior investment professionals are provided in Appendix A.

THE NEA ADVANTAGE

Our approach to building an exceptional investment firm, evolved and executed since our founding, has produced long-term, sustainable sources of competitive advantage. The elements of this advantage are embedded in our one-fund platform:



The one-fund platform approach enables a powerful fly-wheel effect that we believe exponentially improves our advantages over time. We view the platform as a foundation that provides the resources and incentive structure that enables us to win the best deals, build transformative companies, support those companies through their full life-cycle, deliver superior results, attract best-in-class talent, and identify the next big market opportunity. Each of these attributes fuels the next for continual improvement and increased advantage over time.

Human Capital Advantages

People Make a Difference

The NEA investing team comprises industry-leading investment professionals who have worked together for many years to attain extensive experience and knowledge and develop a firm that exhibits continuity, consistency, and success. NEA's investing partners have more than 275 years of venture capital experience and a wealth of other relevant industry and operating experience. The investment team is organized to manage investments in two principal industry

sectors—information technology (including energy technology) and healthcare—spanning multiple stages and geographies within each. To streamline processes and optimize resources, NEA has assembled practice teams around key sectors, stages and geographies. We believe that these practice teams equal or exceed the experience and industry expertise associated with specialized funds. The tremendous depth of NEA's knowledge capital is an invaluable resource for our portfolio companies and a strong competitive advantage.

In addition to our full-time investment professionals, NEA has assembled an industry-leading team of venture partners and advisors. Our venture partners and advisors—all highly successful entrepreneurs or established thought leaders within their respective industries—bring a mix of extensive company building and operating experience, deep technical knowledge, and investment expertise. They are highly valuable resources in sourcing and evaluating investment opportunities and in working with and assisting NEA-backed entrepreneurs and portfolio companies, often as board members.

Core Values Ensure Consistent Human Capital Strength

NEA's investing team operates on a foundation of core values and guiding principles centered on a team-based philosophy. Investing with integrity and upholding the highest ethical standards are ingrained in our culture. We operate with a clear vision that is aligned with that of our entrepreneurs and we hold steadfast to our core beliefs through changing times and under difficult circumstances. Remaining true to these values and our team-oriented spirit has shaped the firm's identity and helped us to guide hundreds of entrepreneurs to build great companies. The next page contains data related to NEA's investment professionals.

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About NEA's Investing Team

NEA's investing team consists of ***66 investment professionals***, including:

- 12 general partners (GPs)
- 16 partners/managing directors
- 19 other full-time investing professionals
- 19 venture partners

Age

Average age of GPs:	50
Average age of partners/MDs:	41
Average age of principals:	36

Tenure in Years

Average tenure of GPs:	10
Average tenure of partners/MDs:	7

Venture Capital Experience

Average years per GP:	12
Average years per partner/MD:	10

Other Industry Experience Highlights

- 33% of GPs have financial services industry experience
- 67% of GPs have operational experience
- 42% of GPs have held one or more CEO positions, 50% held executive positions
- 40% of partners have financial services industry experience
- 67% of partners have operational experience

Education Highlights

- 92% of GPs have an MBA or a PhD
- 67% of partners have an MBA or a PhD
- 5 healthcare investing professionals have an MD
- 6 healthcare investing professionals have more than one advanced degree

Thoughtful Succession Planning Contributes to Enduring Human Capital Advantage

Now in its fourth decade of operations, NEA has an extraordinary record of management continuity with the average tenure of the firm's general partners is 10 years. Organizational continuity is vital to the long-term success of a firm, and, to help ensure it, NEA has developed a culture in which younger generations of firm leaders are recruited, nurtured, and promoted from within.

The founders of NEA wanted to create an enduring organization that succeeded long past their involvement. In keeping with this goal, our founders planned for succession early in the life of the firm and appointed Peter Barris as Managing General Partner in 1999, long before their intended retirement. In fact, two founders remained active through NEA's most recent fund, announcing in 2010 their plan to retire at the end of 2012. These two founders remain engaged with NEA and have contributed to a complete and orderly transition of leadership to the next generation of NEA partners. The vision and planning of our founders has provided a roadmap for future generations of NEA partners to transition firm leadership with minimal disruption to business continuity and the overall strength of our organization.

Robust Network Extends Reach of Human Capital Advantages

NEA has built a robust and deeply rooted network over many years of investment activity. Since inception, the firm has cultivated long-term relationships with outstanding entrepreneurs and the executives and operators who help make them successful. We have developed strong working relationships with a large number of technical, academic and industry leaders; top academic centers and universities; major corporations; limited partners; other venture capital firms; institutional and strategic investors; and professional services firms.

Entrepreneurs choose NEA in part because this network of relationships has proven to be invaluable in guiding companies through growth and change. By partnering with NEA, entrepreneurs invite into their camp a deep and committed network of experienced business minds, successful entrepreneurs, vendors, and potential commercial partners and customers. We believe NEA's network is unmatched in the venture investment field, and is perhaps more valuable to our portfolio companies than capital itself.

NEA has backed more than 900 companies over the last 34 years. The entrepreneurs and management of these companies provide an excellent reference for new entrepreneurs and serve as a proprietary and loyal source of deal flow. Further, the extended family of NEA entrepreneurs and executives is a key source of new business ideas, management talent, and industry and operating knowledge that provides us with a strong competitive advantage in the venture capital marketplace. As further evidence of our entrepreneurs' belief in NEA, many have chosen to be limited partners in NEA funds.

The breadth and depth of our investing staff and our network enables us to make decisions quickly and, more importantly, with robust and relevant information. Contrary to what might intuitively be thought of a larger firm—that it could be more bureaucratic and therefore slower to make decisions—NEA is able to respond in competitive situations very quickly. Our network enables us to surround an opportunity with the best resources for assessment and if we do not have the right knowledge in house, we are often one phone call away from getting that resource. This agility actually enables us to move more quickly than some smaller firms that might not have access to all the right resources to make an informed decision in a very short period of time.

Scale Advantages

Dynamic Capital Allocation

Venture capital market cycles tend to shift every 3-4 years, yet limited partners must make decade-long allocations years in advance of the shifts. With NEA's one-fund platform, we are able to reallocate capital and firm resources to attack the most attractive sectors as they evolve during a fund's investing cycle and we are able to respond quickly to valuation cycles – both up and down. We can accumulate ownership in the most promising companies and sectors without violating strict diversification limits that often exist in smaller funds focused on a particular sector, stage or geography. NEA's primary goal is to optimize returns for our limited partners, and if that means we should cut back in one sector due to adverse market forces and then redirect that capital to more attractive opportunities, we are able and willing to do so.

In addition to dynamically allocating capital and resources for optimization, we also believe that there are very strong synergies created by having all practices focused on a single fund. For example, we see that exclusively growth equity funds often find it difficult to get meaningful stakes in the very best companies since they were not in early.

Scale Intensifies Human Capital Strength

A defining trait of a strong venture firm is the ability to catch the next big wave. Return data suggests that the difference between being a top quartile fund and a bottom quartile fund often hinges on when the firm starts investing in a new space, with a 2-3 year gap separating the top performers from the lowest tier. NEA's size and "bench strength" provides structural advantage in this regard. NEA can perform superior market analysis, often leading us to new markets before they truly materialize and enabling us to responsibly invest in the venture capital industry's equivalent of R&D: pursuing new investment sectors. The following are examples of early movement by NEA:

- NEA has been aggressively investing in software-as-a-service (SaaS) since 1999; by the time SaaS became a popular VC thesis around 2004, NEA portfolio companies WebEx and Salesforce.com had already had initial public offerings and NEA was one of the most credible investors in the space
- Today there is considerable buzz around "big data" and the implications for analytics, storage, security and other key market segments. NEA has been active in this space for a very long time. Even discounting the fact that companies like Silicon Graphics (NEA 1) were the "big data" companies of their day, NEA has been at the forefront of this wave with investments like Tableau in 2004 and Vertica in 2006. Vertica is now the cornerstone of HP's "big data" effort and powers the analytics of companies like Zynga, Groupon, JP Morgan, and Verizon.

Scale Enables Calculated Experimentation

Our scale also enables us to selectively "experiment" in new areas and sectors without significant risk to the portfolio. For example, in the social web and digital media markets (consumer space) the amount of investment needed to start a business has decreased in the last several years. With the advent of open source software and cloud infrastructure and a host of other innovations—all of which NEA is also investing in—these types of startups often do not need millions to get started. But some of these companies are likely to be very successful, and that means they will need to scale with substantial capital that angels or other early-stage focused venture capitalists will not have. In order to ensure that NEA is seeing the very best deals early, we took steps in NEA 13 to make it easier to source and win some of the most attractive seed-stage deals by creating a program called "nea:seed." This program allows NEA to make small investments, roughly $50-500K, with fewer approval steps in the process. To lessen the potential exposure, a fund's allocation to this program is expected to be approximately $20 million (roughly equivalent to one average investment in an NEA fund). We expect that 4-6 NEA 13 portfolio companies will "graduate" from the nea:seed program—i.e., go through our standard investing process and become traditional series A, early-stage investments. We expect the nea:seed program to continue in NEA 14.

Other ways we are able to experiment include our active EIR (entrepreneur or executive in residence) program, incubators, and partnering with niche-focused investment funds (including making investments in such funds). In this regard, we have collaborated with a number of angel and incubator groups, including some of the most prominent angel investors in Silicon Valley, the Lab at Harvard, and the Innovation Group based in Chicago. Our experimental-stage projects are intentionally structured so that we can accelerate or throttle back capital commitments at any time as market conditions merit, and we can do so with little risk to the overall portfolio.

Scale Enables Broad Geographic Coverage

In 1977, NEA was founded as one of the industry's first truly bi-coastal firms, enabling us to find the best opportunities at the source of innovation (be it Silicon Valley, Austin, Boston, Chicago, Atlanta, New York City or DC) and to build a vast network of resources and expertise in those areas. We are one of the most active firms in and outside of Silicon Valley. This broad domestic geographic coverage gives us an advantage in sourcing and making the very best investment decisions in a given space no matter where the company is located. In fact, two of our largest portfolio company IPOs during 2011 were Fusion-io (based in Salt Lake City) and Groupon (based in Chicago), both located outside the traditional pockets of venture investing—Silicon Valley and Boston.

Three decades after our bi-coastal beginning, geographic reach remains a core strategy—the most recent development being the recognition that we must execute our strategy on a global playing field. More than half of the global economic growth over the last two decades is attributable to emerging economies. With the increasing impact these developing markets have on the global economy, they now play an integral role in the venture capital ecosystem as opportunities for investment, for strategic partnership, and as consumers of our companies' products and services. In the last seven years we opened affiliate offices in both China and India to take advantage of the opportunities and continue to grow our teams and resources in these countries.

We expect our global investment activities to increase in NEA 14, reflecting both the opportunities in these emerging markets and our ability to source and support the best deals with our local teams. While our primary investment focus will continue to be on domestic companies, we believe that international venture capital will continue to gain share among worldwide venture transactions. As NEA expands and deepens its international scope, entrepreneurs will benefit from our ability to interface as one firm around the world, with seamless access to an extensive network of resources. Our reach and ability to manage geographic diversity provide an enormous competitive advantage, and also help our U.S.-based portfolio companies access the growing markets around the world.

Historical Geographic Diversity of Investments as of September 30, 2011
(Includes invested and reserved follow-on dollars)

Geography	[illegible]	[illegible]	NEA [illegible]	[illegible]
Domestic	88%	83%	82%	87%
China	5%	8%	6%	4%
India	4%	3%	5%	9%
Other Non-US	3%	6%	7%	0%

Organization Advantages

As described above, NEA's founders sought to create an enduring institution that would extend beyond the period of their active involvement—a firm that could weather the invariable sector shifts, operational expansions, and leadership transitions that must necessarily occur over time. To provide an institutional infrastructure, NEA is run very much like an operating business, and we hold our firm to the same high standards of discipline, controls and governance to which we hold our entrepreneurs and portfolio companies. Each of our funds has been managed to ensure transparency of information, fairness, and an alignment of interests among all constituents. We are often described by existing limited partners as a model of best practice venture capital firm governance.

NEA recognizes that top-tier execution and discipline are required for a firm to operate successfully at scale. We have carefully built an infrastructure to support that scale, including a back-office system of people and technology that leverages the investing partners' time and enables efficient operations. Additionally, these systems promote transparency and consistency within the organization, allowing us to more effectively benchmark and identify opportunities for improvement.

NEA also has well-defined control structures that enable authority to be delegated to sector-level sub-teams for coverage, accountability, and agility while retaining central oversight. All investment processes are specifically designed to encourage knowledge transfer.

Aligned Incentives

Our aligned incentive philosophy is a core driver of our conduct and investing practices. We align incentives among NEA, limited partners and entrepreneurs to ensure that we only win when our partners win. Key aspects of aligned incentives include:

- A comparatively low management fee—we make money when limited partners make money
- A single, unified fund—one hot sector or geography does not push the fund into carry if others are under water
- Investing staff compensated with single fund carry, not per deal incentives—this creates alignment among all sector, stage, and geographic teams to encourage optimizing returns around the best mix of sector investments
- History of equitable compensation to retain talent and drive long-term franchise value
- Fair deal terms that align entrepreneur and NEA on the same side of the table to make rational decisions that are for the good of the company vs. the good of one side or another

Board of Advisors

We believe that our Board of Advisors (Board) structure is unique. NEA's Board includes some of NEA's largest limited partners and functions much like the boards of our portfolio companies. We look to its members for insight and guidance.

The Board of each NEA partnership approves quarterly investment valuations and provides input on strategy and relevant operating matters. Each Board generally meets six times per year and holds additional meetings as required. The following table lists the members of the NEA VIII, 8A, 9, 10, 11, 12 and 13 Boards and their professional affiliations:

Name	Professional Affiliation	Board Of Advisors
Preston Athey	Managing Director - T. Rowe Price Group, Inc.	NEA 12, 13
T. Bondurant French	CEO - Adams Street Partners LLC	NEA VIII, 8A, 9, 10, 11, 12, 13
Karen Jakobi	Senior Managing Director – Pathway Capital Management	NEA 13
Don Pascal	Managing Director - Common Fund	NEA 12, 13
Philip S. Paul	Founder and General Partner - Top Tier Capital Partners	NEA 8A, 9, 10, 11, 12,13
George Roche	Retired Chairman and President - T. Rowe Price Group, Inc.	NEA VIII, 8A, 9, 10, 11, 12,13
Jonathan Roth	Managing Director- Abbott Capital Management	NEA VIII, 9, 10, 11, 12, 13
Larry Rusoff	Managing Director - Performance Equity Management	NEA 11, 12,13
Larry Unrein	Managing Director - J.P. Morgan Investment Management	NEA VIII, 8A, 9, 10, 11, 12,13
Margot Wirth	Director of Alternative Investments - California State Teachers' Retirement System	NEA VIII, 8A, 9, 10, 11, 12, 13

Top Tier Returns through Multiple Cycles

NEA's approach to investing and building a firm has yielded top-tier results. Throughout our history, the firm generally has delivered top quartile performance. Since inception, the NEA investment partnerships have invested in more than 900 companies, resulting in 170 IPOs and more than 290 acquisitions. As of September 30, 2011 the aggregate portfolio has generated $16.1 billion of total value on contributed capital of $9.5 billion, implying a 1.7x multiple (1.5x net multiple to limited partners) with an aggregate 17.2% net IRR to limited partners.

Our investing record is summarized in the table below:

NEA I – 9 as of September 30, 2011 (in $millions)

NEA Partners	I	II	III	IV	V	VI	VII	VIII	IX
Date formed:	6/78	8/81	3/84	12/86	5/90	12/93	11/96	9/98	7/01	10/99
Size	$16	$45	$126	$152	$199	$230	$311	$566	$157	$880
Contributed	$16	$45	$126	$152	$199	$230	$311	$572	$157	$862
Distributed (1)	$58	$106	$181	$336	$676	$2,382	$1,301	$1,012	$77	$213
NAV (2)	0	0	0	$16	0	$5	$10	$94	$52	$252
Total Value (3)	$58	$106	$181	$352	$676	$2,387	$1,311	$1,106	$129	$445
Fund IRR (4) (5)	29.1%	18.1%	5.3%	12.7%	36.5%	74.3%	80.0%	67.3%	(2.6%)	(7.1%)
Net LP IRR (4) (6)	24.8%	15.2%	4.0%	10.4%	31.2%	65.8%	63.7%	32.1%	(2.6%)	(7.1%)
Total Value/ Contributed Value	3.5X	2.3X	1.4X	2.3X	3.4X	10.4X	4.2X	1.9X	0.8X	0.5X

(1) Value on distribution date
(2) With realized and unrealized gains
(3) Distributions + net asset value
(4) Cumulative compound internal rate of return from partnership inception to liquidation or Sept. 30, 2011
(5) Fund IRRs are based on quarterly cash flows from and to all partners, assuming all cash flows occurred at the end of a quarter, and include distributions, contributions and net asset value for the Partnership, assuming the Partnership assets were liquidated at fair value and distributed to the partners, including to the general partner as carried interest
(6) LP IRRs are based on quarterly cash flows for the LP group, assuming all cash flows occurred at the end of a quarter, and include distributions, contributions and the portion of the net asset value of the Partnership that would be distributed to the LP group, assuming the Partnership assets were liquidated at fair value and distributed to the partners

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NEA 10 – 13 as of September 30, 2011 (in $millions)

Date formed:	9/00	12/03	4/06	5/09
Size	$2,323	$1,111	$2,525	$2,483
Contributed	$2,288	$1,037	$2,156	$1,306
Distributed (1)	$1,773	$636	$306	$97
NAV (2)	$950	$991	$3,134	$1,494
Total Value (3)	$2,723	$1,627	$3,440	$1,591
Fund IRR (4) (5)	3.7%	11.3%	17.9%	25.9%
Net LP IRR (4) (6)	2.7%	8.3%	13.1%	17.8%
Total Value/ Contributed Value	1.2X	1.6X	1.6X	1.2X

(1) Value on distribution date
(2) With realized and unrealized gains
(3) Distributions + net asset value
(4) Cumulative compound internal rate of return from partnership inception to liquidation or Sept. 30, 2011
(5) Fund IRRs are based on quarterly cash flows from and to all partners, assuming all cash flows occurred at the end of a quarter, and include distributions, contributions and net asset value for the Partnership, assuming the Partnership assets were liquidated at fair value and distributed to the partners, including to the general partner as carried interest
(6) LP IRRs are based on quarterly cash flows for the LP group, assuming all cash flows occurred at the end of a quarter, and include distributions, contributions and the portion of the net asset value of the Partnership that would be distributed to the LP group, assuming the Partnership assets were liquidated at fair value and distributed to the partners
(7) Although NEA 13 closed on 12/08, the first capital call occurred on 05/09

The terms of NEA IV, VI, VII, VIII, 8A and 9 expired on December 31 of 1998, 2005, 2008, 2010, 2010 and 2011 respectively, and those partnerships are in the process of winding up their operations. NEA 10, 11 and 12 continue to primarily make follow-on investments. It is projected that approximately 98% of the $2.48 billion of committed capital in NEA 13 will be invested or reserved by the time of NEA 14's first closing. NEA 13 expects to make new investments into the second quarter of 2012, some of which we may seek to transfer to NEA 14, and then use remaining capital primarily for future financings of existing portfolio companies or for the payment of operating expenses.

Investment Strategy

NEA seeks to fund entrepreneurs building high-growth, enduring companies. Our scale, experience, and network provide us with the platform and flexibility to support a company at every stage of its development—from seed incubation to start-up to expansion and consolidation. In so doing, we develop a unique relationship with every entrepreneur we back, serving as a long-term counselor and partner in building extraordinary businesses.

NEA has always sought to anticipate and embrace change, whether it is within our venture capital ecosystem or in the shifting global markets. Cultivating disruptive technologies, process innovation, and game-changing business models to build industry-leading companies is as intrinsic to our own operations as it is to our investing strategy. We have successfully navigated countless market fluctuations and sector transformations, and we have led the venture industry across the Pacific to India and China and into a new sector of the asset class, Venture Growth

Equity ("VGE"). Today, we recognize the need to further evolve in response to significant changes in the domestic venture capital, international venture capital, and public markets.

While our venture investing strategy has evolved to span multiple sectors, stages, and geographies, our fundamental approach still holds true: we partner with entrepreneurs to build transformational companies with exceptional growth potential. We know that innovation is the lifeblood of venture capital; accordingly, our outlook is macroeconomic and not driven by short-term trends. At its core, NEA is a company builder. We are highly confident that companies in our portfolio will help to drive several key areas of global innovation: the widespread impact of the internet and mobile devices, the discovery and development of alternative energy technologies, and the health and well-being of an aging population.

Investment Stage

NEA's proven venture investment strategy spans all stages of a company's growth, from seeding innovations in emerging markets to funding early-stage companies in high-growth markets to fueling the growth of market leaders. Traditional early-stage venture capital investing continues to be the mainstay of our strategy—in fact, NEA is the most active early-stage investor in the industry and this stage continues to generate excellent returns. In 2011, 22 NEA-backed company IPOs and M&A events were traditional early stage venture capital investments. The firm's deep domain expertise and vast network ensure that NEA sees and wins the best early-stage deals.

NEA's venture growth equity practice has grown organically over the last several funds, as we found that exceptional company-building opportunities also exist in later-stage companies that, due to cyclical realities, are cut off from their usual financing routes. Our large capital base and venture investing expertise allow us to pursue these larger venture opportunities at later stages where downside risk is mitigated. These investments have the potential to yield returns comparable to early-stage investments. In 2011, venture growth equity deals accounted for $157.6 million (or 35%) of NEA distributions across all funds. We believe that our VGE investing strategy will continue to enjoy significant competitive advantage. Most other venture firms lack the capital base to make investments of this size, yet these deals inherently entail more risk than other providers of capital typically will assume. Domain expertise, long term business-building skills, and incentive systems—all key components of a successful VGE strategy—are integral parts of NEA's venture capital foundation.

As in earlier funds, and as part of our VGE venture strategy, NEA 14 will continue to invest a small amount in publicly traded companies, particularly those with a small market capitalization in the healthcare industry. Changing capital markets have lengthened the traditional timelines for value creation and created opportunities for NEA and other investors with longer time horizons than most public investors. In addition to supporting portfolio companies as they transition from private to public markets, NEA also sources and executes new public investments, including PIPEs, in small and micro-cap companies with return profiles similar to traditional venture opportunities.

The table below describes the distribution of historical NEA investments by stage of company at the time of initial investment:

Dollars Invested and Reserved for by Stage
As of September 30, 2011

Stage	'10	'11	'12	'13
Seed	*15%*	*14%*	*21%*	*8%*
Early	*36%*	*40%*	*30%*	*51%*
Late	*17%*	*13%*	*17%*	*12%*
VGE	*25%*	*29%*	*24%*	*27%*
Public/PIPE	*6%*	*6%*	*7%*	*2%*

Investment Size

Consistent with NEA's policy of diversification, initial investments typically range from $500,000 up to $75 million or more. Over the past two years, NEA 13's initial investments across all deals have averaged $9.1 million and average total dollars invested per deal are expected to be around $20.5 million. In most instances, the size of an investment will be determined by a financial plan which demonstrates that the capital sought will be adequate to support the portfolio company's operations until it accomplishes certain significant milestones. It is expected that most portfolio companies will require further capital support from their investors and NEA 14 plans to maintain sufficient capital reserves to be able to provide that additional financing, if warranted.

Ownership and Support

NEA is a very active investor. We prefer to take meaningful ownership positions in companies where we can make a difference and we seek board representation (historically we have had board seats approximately 85% of the time). We bring the full power of our extensive network to help portfolio companies succeed. We assist management in a variety of ways including recruiting management, formulating strategy, helping to obtain strategic partners and customers, and advising on financing matters. The tables below demonstrate our commitment to active investing.

NEA Initial Ownership at September 30, 2011
(based on ownership at initial investment)

Funds	'10	'11	'12	'13
Median Initial Ownership %	18%	19%	20%	20%
Average Initial Ownership %	18%	19%	21%	22%

NEA Board Participation at September 30, 2011
(based on number of board seats held during life of partnership as a percentage of portfolio companies)

Funds	'10	'11	'12	'13
Board Participation	82%	84%	84%	88%

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Joint Investment

NEA 14 expects to co-invest in companies with other NEA partnerships. If NEA 14 invests in existing portfolio companies of the earlier NEA partnerships, the initial investment in such companies will generally be subject to prior approval by the NEA 14 Board of Advisors.

Sector Strategies

As in previous funds, NEA 14's investments will focus on our core areas of expertise: information technology, healthcare and energy technology across multiple stages and geographies. Information technology and healthcare have anchored our domain focus across much of our history and continue to be highly attractive investment areas, characterized by rapid growth in key sectors and the potential for disruptive innovations. Energy technology, which became a focus in NEA 12, has become a significant segment of our investing strategy.

We have organized our resources into practices around key areas of interest within each industry, geography and stage. Each practice is co-led internally by designated NEA partners, who in turn coordinate the efforts of the investment team focused on each area. This helps to streamline processes, ensure optimal resource and capital allocation, and contributes to investment discipline and effective governance throughout the organization. We have established nine distinct practices to date: Consumer Technology; Electronics; Enterprise Infrastructure and Services (EIS); Energy Technology; Biopharmaceuticals; Healthcare Services; Medical Devices; China; and India.

We currently anticipate that NEA 14's investment dollars will generally follow NEA 13's current run-rates for these various industries and geographies with some reallocation among them. Specifically, at this time, we anticipate a smaller allocation to healthcare investing in total and larger allocations to IT (specifically to our EIS practice) and China. However, as with past funds, we may change this mix during the course of NEA 14 in response to business opportunities and market conditions. Historically, NEA has successfully demonstrated the ability to navigate sector transformations, market fluctuations and other significant changes within a fund's lifecycle.

In the following table, historical invested dollars are categorized by industry and geography.

NEA INVESTMENTS BY INDUSTRY AND GEOGRAPHY
at September 30, 2011
(based on $ invested plus projected follow-on $)

Funds	10	11	12	13
Energy	2%	6%	15%	11%
IT	51%	51%	33%	41%
Healthcare	39%	33%	40%	36%
China	5%	6%	6%	4%
India	3%	3%	5%	8%

Information Technology

NEA has built a premier franchise in information technology ("IT") investing that has produced substantial returns for NEA's limited partners and resulted in many leading technology companies. This success has created a valuable brand name for NEA, which brings us into contact with many of the best investment opportunities. We are capable of evaluating these opportunities quickly and winning the vast majority of the deals we pursue. NEA's extensive network, domain knowledge, and reputation help in recruiting outstanding management teams, and when additional capital is needed, NEA's involvement is a strong attraction to other investors.

The NEA IT franchise also strengthened its reputation in the last decade by showing the courage and conviction to continue investing throughout the bust cycles of 2000 and 2009. While many other venture firms pulled back from investing in early-stage IT companies, NEA was among the most active, continuing to support both our existing portfolio companies as well as those new companies with particular promise. Many of those investments are currently developing into successful companies or have produced very meaningful exits for the NEA funds in recent years.

NEA endeavors to identify market needs and technology trends that are likely to lead to rapid growth of new products or services, and ultimately create large markets. We determine whether a market is conducive to successful new company formation by analyzing market demand, competitive forces, alternative technologies, customer requirements, barriers to entry, and other factors. NEA uses these analyses both as a filter through which to view the investment opportunities brought to us through our deep network of world-class entrepreneurs, and as a roadmap for actively seeking out the companies that will create entirely new areas of opportunity. Naturally, we seek to back the best entrepreneurs and management teams in a given area. If we are unable to back the best team, we seldom pursue an investment. Instead, we may monitor a leading company in a given developing sector, cultivate our relationships with management and existing board members, and position NEA to lead a subsequent financing round if the opportunity remains attractive.

We learn about coming disruptions in IT in numerous ways, by keeping close relationships with industry leaders and by letting our companies lead us into interesting spaces. To foster our industry relationships, NEA has formed an advisory council of Chief Information Officers (CIOs), which includes the CIOs of some of the nation's most prominent corporations. The council serves as a source of customer perspective and is also a valuable conduit for our portfolio companies that seek to sell to enterprises. We often find that our initial investment in a new area will lead to other investments in the same space. What may start out as a bet outside our current focus area may become a new focus area as the new market develops.

We prefer to take a leadership role as board members and gain large ownership positions in early-stage IT companies. This affords us the opportunity to intimately know a company, which helps to calibrate our follow-on investment strategy. In our best companies, we seek to increase our ownership where we can, and in under-performers, we decrease our subsequent investments. In addition to enhancing returns from our best companies, our large capital base also allows us to support attractive projects through periods of illiquidity by increasing ownership percentages.

Our IT investments tend to fall into three practice areas which we believe offer great opportunity for growth and outsized returns and for which we have deep levels of expertise. These practice areas are:

Consumer Technology

Although NEA has always been an investor in consumer companies and has helped build some major consumer brands (including leading first rounds in companies such as TiVo, CareerBuilder, and Vonage), starting in NEA 12 we began directing significant resources to build a leading consumer investing franchise. Today our consumer sector is our highest-performing (even excluding investment results from Groupon). We are perceived by entrepreneurs as a leading firm in this area and we have built a consumer franchise that is uniquely suited to NEA. We view the consumer technology sector as one of the ripest areas for investment and growth that we have seen a long time. With internet and mobile technologies now pervasive and increasingly affordable throughout the world, consumer technologies and services can be created and propagated more quickly and more cheaply than ever before. NEA's early investments in companies like Groupon, Playdom, and Diapers.com have changed both the perception and the reality of our consumer practice, and generated a lot of high-quality deal flow in their wake. As a result, we believe that our consumer practice is established and robust and we intend to continue a similar investment pace in NEA 14 as we deployed in NEA 13.
Areas in the consumer space that most excite us going forward are:

- **Social applications and platforms** that deliver unparalleled consumer engagement and low customer acquisition costs; people now spend more time on social networks than they do e-mail.
- **Wave 2 e-commerce**—companies and technologies that are enabling event buying and game mechanics are accelerating the offline-to-online trend across almost all commerce verticals.
- **Mobile Internet**—is growing faster than desktop internet did, and is now a primary computing device for most of the world.

EIS

Our Enterprise Infrastructure & Services (EIS) practice is a mainstay of NEA's information technology investment area of focus. We saw signs of enterprise spend recovery in 2011 with a massive shift in the mix to new technologies. The transition to virtualization, rising adoption of cloud computing, and explosive growth of enterprise mobility are the key themes in play. The CIO is becoming a service provider with software, platform and infrastructure delivered as a service from either internal or external, third party cloud services. In fact, "infrastructure as a service" is expected to have 60% year-over-year growth. And the onset of tablet computing and other "consumer-driven" technologies in the enterprise are creating new waves of products that render many traditional mainstays obsolete. Wholesale infrastructure changes like these create disruption and opportunities for new technologies and companies to grow rapidly, and NEA intends to fuel this innovation. Given these compelling market factors, we believe our investment in EIS companies in NEA 14 will exceed the rate of investment made in NEA 13.

Electronics

NEA is a leading firm in the electronics sector, with the expertise and the capital needed to invest in semiconductors and systems companies worldwide. For NEA 14, a core investing theme in the electronics sector is to capitalize on the explosive growth of wireless data, which creates opportunities for better use of new and existing spectrum bands, re-architecture of cellular networks around small cells, and richer network topologies to create system-wide efficiencies. Another key theme is emerging from the explosive growth of Internet connected devices—both wireless and wired, linking human users and machines to machines within the home and in the enterprise—that is leading to new bottlenecks in carrier, utility, and enterprise networks. We expect the need for new network devices that deliver this new scale at competitive costs and see this as a fertile investing area for NEA 14. Finally, the move to cloud computing both within the enterprise and among consumer Internet services is leading to a major rewiring of datacenter hardware from servers to network security to storage devices. We plan to invest around these major shifts in hardware capabilities as part of the NEA 14 portfolio.

The semiconductor space has been challenging over the last several years due to its capital intensity and as a result we have adapted our portfolio allocations in prior funds to reflect this, but in 2010 the sector came off historic lows in terms of industry revenues, deal activity, and valuations, and is likely entering a cyclical upturn. As importantly, as chips continue to become more capable and cheaper to buy, we are seeing hardware companies blur the lines between systems and semiconductors in positioning themselves within the value chain, just as companies blurred the lines between IP and chip business models in the past. We have seen examples of this within our portfolio: Fusion-io has wrapped systems expertise and value around a Field Programmable Gate Array (FGPA)—based hardware design and has built a stronger model than pure silicon plays, while keeping their options open on making their own chips as well; Audience, on the other hand, chose to build a chip rather than deliver audio IP, but continues to stay flexible with respect to its business model. For NEA 14, our intention is to have a unified investing approach to systems, IP and semiconductor deals as companies innovate both on products and on business models to capture value. We expect the size of this portfolio for NEA 14 to be consistent with NEA 12 and NEA 13.

Energy Technology

There is no doubt that the cleantech market offers tremendous opportunity for innovation and growth. For the first time, we are seeing more investments go into renewable energy than into traditional fossil fuels. Emerging markets are also driving growth in global energy demand and accelerating build-out of renewables. We believe that during the next decade, renewables will be more important than fossil fuels for satisfying incremental power supply. This market growth and increasing demand creates opportunity for new technologies and companies to take hold and we intend to fuel their ability to do so.

NEA has built an industry-leading practice in this area, with competitive strength bolstered by our unique level of in-house expertise and our ability to invest at scale across multiple contexts. However, true to our advantage of dynamically allocating capital and resources during investment cycles, we invested less in energy technology in NEA 13 than we had originally intended given some of the challenges facing the market, especially in those areas that are more

capital intensive. While we will continue to invest in a limited number of capital intensive deals when we think the opportunity is truly transformational, our emphasis is more on capital-light areas such as:

- LEDs—new LED technology is disrupting huge markets and we can leverage NEA's extensive electronics expertise
- Energy Storage—enabling technology for a wide range of important applications including consumer electronics, transportation and renewables
- Conservation—energy management, smart grid and green IT/computing are all part of this category; this area leverages NEA's technology team's expertise
- International—China and India are becoming major players in the energy technology sector as rapid GDP, middle-class and energy demand growth is hampered by unreliable existing infrastructure in need of upgrade; we can leverage NEA's global reach and team to attack this opportunity

We believe NEA's reputation and standing in the energy technology sector is among the very best, even compared to focused alternative energy funds, and think we are well positioned within the sector. For NEA 14, we anticipate our investment allocation to be comparable to our current run rate in NEA 13.

Healthcare

Healthcare expenditures continue to represent a significant and growing portion of the U.S. economy—more than $2.6 trillion in 2010 and representing over 17.6% of GDP. Healthcare spending continues to grow at a rate faster than the broader economy and is expected to represent 19.8% of GDP and exceed $4.6 trillion by the year 2020. In the midst of pervasive concerns about the relationship between healthcare quality and cost, NEA sees tremendous opportunity to invest in companies that will address unmet or underserved clinical needs and combine better clinical outcomes with lower costs. Innovative products, technologies, and service models will be critical in addressing the needs of our healthcare system. We believe that investing in healthcare innovation will continue to be a successful and financially rewarding strategy for the foreseeable future.

Healthcare venture capital investing has been an area of focus for NEA since the firm's inception in 1977. Over this period, NEA funds have invested in more than 275 healthcare companies, of which 76 have successfully completed IPOs and an additional 45 have been sold at a profit. NEA has been the proud financial sponsor and partner of companies that have pioneered transformative innovations in healthcare, including balloon angioplasty, laparoscopic surgery, rational drug design, and Medicare and Medicaid managed care delivery business models. With over 30 years of experience in healthcare investing, an extensive network of contacts, and the ability to invest across all stages of development, we believe that NEA has a preeminent franchise in healthcare investing.

NEA has an extensive network within the healthcare venture capital market and is a preferred venture investment partner for companies with large opportunities that require investors with deep financial resources and a long-term investment horizon. NEA features a robust healthcare investing team, including full-time investment professionals with experience in company

operations, clinical medicine, research and finance. This team is supported by venture partners with extensive experience leading large pharmaceutical and medical device companies, academic medical centers and government regulatory authorities.

Given some macro challenges present in the healthcare market today, especially as it relates to the conservativeness of the current FDA and the increased time and cost to get to market, we expect the NEA 14 portfolio allocation to domestic healthcare investment to decrease moderately as compared to NEA 13. However, we believe that opportunities for healthcare investing will increase in both India and China and we have already started to deploy capital against this opportunity set in NEA 12 and 13. In fact, one of our recent successful China-related exits was for a company in the healthcare sector, China Health Ltd.

We believe there are several key practice areas within the healthcare industry that will drive overall industry growth.

Biopharma

Biopharma will continue to be a major practice within NEA's healthcare area of focus. Macro trends such as globalization, ongoing innovation, and increasing interest from big pharma continue to drive biopharma productivity and liquidity. Chronic diseases such as diabetes and heart disease are increasingly prevalent worldwide with aging populations and the wide adoption of Western diets. An emerging global middle class also has greater ability to treat chronic, acute and terminal illnesses with advanced medicines. Globalization has also accelerated new business model innovations, such as outsourcing of chemistry and manufacturing, to drive capital efficiency. In addition, the rapid proliferation of genomic data has facilitated the emergence of a new oncology drug development model in which specific mutations driving tumors can be targeted. Using paired diagnostics, clinical trials can be enriched for those patients most likely to benefit from the therapy. This model, which has already had a handful of successes, can result in faster and less costly drug development and higher clinical trial success rates. Importantly, big pharma has become increasingly dependent on venture capital-backed innovation. Genericization of key products, FDA conservatism, pricing pressures, and poor R&D productivity have led several big pharma and big biotech companies to cut internal R&D spending as a way of supporting near-term operating margins. Big pharma is increasingly eager to access external innovation to fill pipelines, with more active corporate venture capital and new models to partner with biotech, venture and academia. M&A and IPO activity has also picked up, with liquidity events being possible at earlier stages for selected high-quality companies. NEA 13 biopharma investments, which are diversified with respect to stage, therapeutic area, and level of clinical and commercial risk, capitalize on many of these themes. Several NEA portfolio companies have late-stage products targeting genetically-defined cancers, rare diseases, and chronic illnesses, while others with novel biologic platforms (including, multi-specific antibodies and peptide drugs) have reached or are near the clinic with drug candidates. The NEA 13 portfolio also highlights the strengths of our biopharma team, including the ability to leverage our capital base to build toward a larger exit, operational experience to guide both earlier stage companies and those planning near-term IPOs, the ability to selectively invest in public companies to complement and leverage our private investing effort, and NEA's strong reputation and relationships that enable us to work with the best management teams. We continue to see

exciting opportunities with NEA 14 to build valuable biopharma companies that can advance meaningful innovations and provide attractive returns.

Medical Devices

From a market perspective, the medical devices sector is reemerging after facing headwinds of an economic downturn as well as a more conservative FDA regulatory environment. During much of the NEA 13 investing cycle, our team deliberately focused on ensuring that our current portfolio companies continue to be well financed and strategically positioned to succeed. We successfully recruited high-quality, commercially experienced CEOs to our companies, and opportunistically increased NEA's ownership in emerging category winners. In addition, we continued to invest in NEA's incubator strategy to build the next class of franchise opportunities in the medical device industry. More recently, we have seen an increase in strong deal flow as companies that have survived the downturn look for fresh capital, and have made select investments in high quality, later stage companies with attractive entry valuations and terms. Looking ahead in 2012 and beyond, we expect to see a continued rebound in M&A activity that began in 2010 and 2011 as large cap medical device companies, which are facing declining organic growth rates from mature business segments, are using record cash balances to acquire novel technologies at increasingly early stages of development. We plan to continue taking advantage of these attractive market conditions to initiate new investments in companies that can drive significant value creation with faster timelines to liquidity events.

Healthcare Services

Of the massive total healthcare spending in the U.S., the services market is the largest sector and is in the midst of unprecedented expansion given the aging population, continued growth of chronic conditions and lack of care coordination across delivery settings. Due to the sector's size and scope, we believe that the healthcare services industry is the space where much of the ongoing transformation sweeping the U.S. health system will be centered.

Consequently, we believe NEA's commitment and focus in the healthcare services sector is poised to pay dividends as we believe that we are uniquely positioned to take advantage of the new, disruptive models being created in the space. During the height of government-led healthcare reform, we decreased our dollars into this space as the domestic landscape grew increasingly uncertain, but we did not abandon it. Once implementation and timing of the reform legislation became clearer, we were able to opportunistically deploy capital in sectors that had positive reimbursement outlooks. With the elections, continued Affordable Care Act implementation, and CMS regulations as a backdrop, we expect that 2012 will be a very active year for our domestic healthcare services practice as we continue to focus on companies that increase access, decrease cost, and improve quality of care.

We are also channeling this expertise into healthcare services investments in China and India, where we believe the opportunity is outstanding. We believe that healthcare services in both countries remains a significantly under-penetrated sector, with the demand far outstripping the supply due to improved economic conditions and modernization-trends which make healthcare services attractive from both long-term investing and risk mitigation perspectives. We have been able to leverage NEA's differentiated competitive position as one of the few venture firms

investing in China and India with real healthcare services domain expertise. In this respect, we believe that the healthcare market in the U.S., while not perfectly predictive, will serve as a good indicator for where the China and India healthcare markets may ultimately be headed.

Geography-Focused Practices

The venture industry is globalizing, and we believe that NEA is better positioned than ever to benefit. We are leveraging one of NEA's key competitive advantages—effectively managing geographically-diverse operations—to continue to expand our footprint in China and India. With staff on the ground in those countries and close affiliates with local investing partners, we plan to invest approximately 20% - 30% of NEA 14's committed capital in emerging markets.

China

NEA was among the first U.S. venture firms to begin investing in China—we made our initial investment more than nine years ago. We have built an extensive network of relationships with talented entrepreneurs and government contacts, supported by a growing local team of investment professionals.

We recognized early the importance of on-the-ground support in China to complement our U.S.-based team focused on China investing activities. This staff is further leveraged by employees of China-based funds with which NEA works closely—BioVeda for healthcare investments and Northern Light for information technology investments. During the NEA 14 investing cycle, we intend to continue building our local team to enable increased investing activity. We are committed to leveraging NEA's connected global platform and resources to build long-term competitive advantage in China.

We intend to increase our velocity of investing in China in NEA 14 as we begin to capitalize on our success to date. Fundamental growth drivers will continue to shape our investing strategy in China. China's GDP has grown steadily at 8-10% per year for three decades, and its economy has quickly burgeoned to become one of the world's largest, with an emerging middle class of nearly 800 million people. This economic story has set a backdrop for exceptional venture opportunities. While China's growth has shown signs of slowing in the last 12 months, the magnitude of growth remains outsized versus the U.S. and other established economies.

Areas of particular focus for NEA 14 will be:

- Technology, Media and Communications—social commerce, mobile internet and cloud computing are just as important growth areas in China as in the U.S.
- Healthcare—public hospital restructurings and private hospital growth, as well as the transfer of the global pharmaceutical value chain to China
- Consumer and Industrial—technology intensive advanced manufacturing, high-growth franchise/chain retail services and high-quality consumer brands

India

Since early 2000, NEA has been taking definitive steps in India, resulting in a clear understanding of the market and a defined investment strategy. Many of NEA's core strengths have proven to be key assets in the rapidly growing Indian market—our diversified strategy and

ability to invest across stage and sector plays well in India's developing market, where opportunities are emerging in a wide variety of sectors. Our established local network includes deep government, corporate and financial connections as well as firmly established relationships with in-country venture and private equity firms and investment banks. NEA's expanding global footprint is a competitive advantage in India, owing both to the increasing connectedness of the Indian and global markets and our access to investment and business development opportunities around the world. Yet perhaps most valuable to our portfolio companies is NEA's ability to add value and offer guidance through all stages of growth—our company building skills are a key advantage in an emerging market where management and board talent are still developing.

We believe the Indian economy provides significant venture potential over the medium term, bolstered by strong macro-economic drivers, a widespread prevalence of family-owned enterprises, and respected legal structures. Despite short-term challenges from currency depreciation and inflation, India's estimated GDP growth is 6-8%. Macroeconomic factors like rising income levels and favorable demographics, which underpinned India's phenomenal growth in the last decade, will continue to provide the growth impetus and the services industry leads the way. However, as India scales up to become the fourth largest economy by 2020, we expect investment opportunities to be more diverse and wide-ranging across sectors and stages. We expect many opportunities will emanate from rising consumption and infrastructure needs resulting from a growing middle class. With a strong origination strategy and an active, shared deal approach, we believe that our investments in India will be well positioned to deliver superior returns.

From a stage perspective, the venture growth equity space in India is the most vibrant, accounting for nearly 80% of recent NEA deals transacted, in both value and volume terms. While there has been a recent strong surge towards late-stage funding, the venture growth equity mid-market opportunity is likely to dominate the investment scenario for the next several years. We believe that the mid-market, defined as companies with an equity value of less than $500 million and requiring capital of $15–75 million and exponential growth possibilities, has the most attractive return potential and should be the focus of NEA 14. We will also continue to make selective early-stage investments, particularly those with unique technology IP or business models. We anticipate our India investment rate for NEA 14 to be similar to that of NEA 13.

NEA Crossover Strategy

Beginning with NEA II, NEA has had a practice of investing in selected portfolio companies of prior NEA partnerships. This crossover program has enhanced the rates of return of the new funds. NEA 14's initial investment in any company in which an earlier NEA partnership has an existing investment generally will require the approval of the NEA 14 Board of Advisors. NEA's crossover strategy was adopted for several reasons, among which are allowing the partners to leverage their time and permitting the partnerships to make later-stage investments, including in some publicly held companies, which may lead to distributions to the limited partners earlier in a partnership's life. This early return of capital enhances the fund's rate of return. Crossover investments in private companies have historically ranged from 1% to 26% of committed capital. Private crossover investments currently account for 1% of committed capital in NEA 13.

NEA Partner Communications

NEA has developed a robust internal and external communication system to facilitate its operations. NEA believes its limited partners are partners first and foremost and that communicating with its partners in a meaningful way, and on a regular basis, is vital to the success of the NEA partnerships. NEA has developed an extensive communications program so that its limited partners are kept up-to-date on the status and prospects of each partnership. NEA publishes numerous materials and holds a variety of meetings to maintain communications both internally and externally. In addition, historical and current partnership financial statements, distribution reports and some limited portfolio company summary information is available via NEA's private website for limited partners. Financial statements and other reports and information are subject to confidentiality restrictions and limitations.

External Communications

The following table lists NEA's principal external reports and meetings:

Quarterly	• Partnership overview / financial statements / capital account information/Portfolio Business Summaries	• Board of Advisors
Annual	• Partnership overview / financial statements • Tax information	• In person meeting for all limited partners; includes partnership status reports and projections of performance
As Needed	• E-mailed news alerts describing disclosable new investments and liquidity events • LP Newsletter – 3X per year – highlighting new investments, liquidity events, news and partner commentary	

The reports are generated and the meetings are organized by an experienced and broad team of business professionals. This ensures that the investment partners are free of significant administrative responsibility and can focus exclusively on their portfolio companies and investing activities.

Internal Communications

Weekly meetings of NEA investment professionals and industry and practice teams are a critical component of NEA's internal management process. Every Monday, the industry teams meet separately for two hours followed by a joint meeting of investment professionals and a General Partner meeting where potential investments are presented for approval. These meetings, which are facilitated by video teleconferencing, are frequently preceded by company presentations.

Company presentations by key members of the management team of potential new companies, as well as by existing portfolio companies seeking follow-on funding, represent an important component of our decision-making process, and the video teleconferencing format aids the fidelity of communications and interactive discussions.

The team meetings generally include in-depth discussions of candidate companies, assignment of and status updates on due diligence, review of current portfolio companies, and identification of follow-up action items as well as strategy development and implementation.

The joint meeting of investment professionals follows an agenda prepared in advance, which includes review and approval of minutes of prior meetings, summary of team meeting discussions and decisions, presentations by sponsors of proposed investments followed by discussion and vote, distribution planning, merger and acquisitions activity, near-term IPOs, fund cash flows, company valuation updates, and other operating and administrative matters.

This process permits all investment professionals to keep current with both partnership and portfolio company matters and engages the entire group in problem solving and pursuit of opportunities.

Proprietary and Confidential

SUMMARY OF PRINCIPAL TERMS

The First Amended and Restated Limited Partnership Agreement of the Partnership (as defined below), including the schedule thereto (the "Partnership Agreement"), and the related Subscription Agreement (collectively, the "Agreements") will be furnished to each potential investor. The following statements summarize certain provisions of the Agreements and are qualified in their entirety by reference to the Agreements. The Agreements should be reviewed carefully by potential investors prior to their execution. To the extent the terms described in this Summary of Principal Terms are inconsistent with, or contrary to, the terms of the Agreements, the Agreements will control.

Investment Entity:	New Enterprise Associates 14, L.P., an exempted limited partnership to be formed under Cayman Islands law (the "Partnership"). The General Partner (as defined below) may elect to establish one or more entities through which certain investors will make their investment in the Partnership (a "Feeder Entity").
Size of Offering:	The Partnership is seeking an aggregate of $2.3 billion in limited partner capital commitments. The total capital commitments of the Partnership, excluding the capital commitment of the General Partner (as defined below), whether directly or through a Feeder Entity, will not exceed $2.55 billion.
General Partner:	NEA Partners 14, L.P., an exempted limited partnership to be formed under Cayman Islands law (the "General Partner"). The general partner of the General Partner will be NEA 14 GP, LTD, an exempted company to be formed under Cayman Islands law (the "GP LTD"). The directors of the GP LTD will be Messrs. Barrett, Barris, Baskett, Drant, Florence, Kerins, Kolluri, Mott, Sandell, Sonsini, Viswanathan and Weller (the "Individual General Partners").
Service Company:	NEA Management Company, LLC, a Delaware limited liability company ("NEA Management"), will enter into a service agreement with the Partnership under which NEA Management will perform certain services with respect to the Partnership. NEA Management may subcontract with New Enterprise Associates, LLC ("NEA LLC") and any subsidiary of NEA Management or NEA LLC for assistance in performing such services, including New Enterprise Associates, Inc., a Delaware corporation (NEA Management, NEA LLC and each such subsidiary, collectively, the "Service Company").
Minimum Investment:	The minimum subscription to the Partnership is $10 million. However, the General Partner reserves the right to waive the minimum subscription requirement.
Capital Subscription of the General Partner:	The General Partner will subscribe for 1% of the Partnership's aggregate capital commitments. Up to 75% of the General

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Partner's capital commitment may be paid through deemed contributions. The amount of the Management Fee (as defined below) payable by the Partnership will be reduced by the amount of the deemed capital contributions. With respect to capital contributions to be made by the General Partner, the General Partner may make such contributions in the form of promissory notes, for up to $5 million in the aggregate, to the extent that it receives capital contributions from certain of its partners in the form of promissory notes. Members or directors of NEA Management will not be permitted to make capital contributions to the General Partner in the form of promissory notes.

Investment Period: The investment period (the "Investment Period") of the Partnership will expire on the earlier to occur of (i) the sixth anniversary of the due date of the initial drawdown of capital contributions (the "Initial Drawdown") (or such later date as may be approved by the Partnership's Board of Advisors (as described below)) and (ii) election by 66 2/3% in interest of the limited partners of the Partnership (the "Limited Partners" and, together with the General Partner, the "Partners") within 120 days after notice of the occurrence of a Key Person Event, except to the extent that 66 2/3% in interest of Limited Partners subsequently elect to reinstate the Investment Period. A "Key Person Event" shall occur if fewer than six Key Persons are devoting the business time to the Partnership and related entities that is required of a director of the GP LTD (as more fully described below) at any time prior to the later to occur of (i) the sixth anniversary of the due date of the Initial Drawdown and (ii) the date that at least two-thirds of the Partnership's committed capital has been invested, committed to specific investments (with each such commitment approved by the Board of Advisors) or reserved for follow-on investments. The "Key Persons" for this purpose shall initially be Messrs. Barrett, Barris, Baskett, Drant, Florence, Kerins, Kolluri, Mott, Sandell, Sonsini, Viswanathan and Weller. The Board of Advisors shall have the authority to approve the appointment of additional persons as Key Persons. After the Investment Period has expired the Partnership generally may only make follow-on investments and investments in publicly traded securities purchased on the open market.

Term: The term of the Partnership shall continue until the end of the calendar quarter that includes the twelfth anniversary of the due date of the Initial Drawdown. However, the term of the Partnership may be extended by the General Partner for up to three additional one-year periods with the consent of 66 2/3% in interest of the Limited Partners.

Early Termination: The Partnership may be dissolved upon the vote of 66 2/3% in

interest of the Limited Partners.

Drawdowns: The initial capital contribution of each Partner will be payable on such date as the General Partner may determine with not less than five business days' notice. The remaining capital contributions of the Limited Partners will be payable in installments upon ten business days' notice from the General Partner. If, immediately prior to the Initial Drawdown date, participation in the Partnership by "benefit plan investors" (as defined in Section 3(42) of the US Employee Retirement Income Security Act of 1974, as amended ("ERISA")) is "significant" (within the meaning of the ERISA "plan asset" regulations) or if otherwise determined by the General Partner, the initial capital contributions of Limited Partners that are subject to ERISA and certain other Limited Partners may be delayed as necessary (or may be required to be held in escrow) in order to prevent the assets of the Partnership from constituting "plan assets" under ERISA. Any Limited Partner that fails to make capital contributions when due will be subject to forfeiture of a significant portion of its interest in the Partnership and other remedies, subject to certain limited exceptions.

Subsequent Closings: Subsequent closings may occur for up to 270 days after the due date of the initial drawdown (or, with approval of the Board of Advisors, up to 365 days after the due date of the initial drawdown). Each Limited Partner admitted (or increasing its commitment) at any subsequent closing will be required to agree to (i) contribute the same percentage of its capital commitment (or increased commitment) that each other Limited Partner had been required to contribute prior to such closing, and (ii) pay an additional amount, calculated like interest at a per annum rate equal to the prime rate plus 2%, on the amount of such contribution (which additional amount will not reduce such Limited Partner's unpaid subscription).

Borrowing and Guarantees: The Partnership may borrow money, provided that the aggregate amount of borrowings outstanding at any one time does not exceed 15% of aggregate capital commitments (or 20% if approval of the Board of Advisors is obtained).

The Partnership may guarantee the obligations of its portfolio companies, provided that the amount of guarantees outstanding at any one time does not exceed 10% of aggregate capital commitments (or 15% if approval of the Board of Advisors is obtained).

Reinvestment: The General Partner may elect to reinvest the proceeds from the disposition of portfolio investments, provided that the aggregate cost basis of all portfolio investments made by the Partnership (excluding investments in the same portfolio company made with

redemption, repayment or other proceeds within one year of receipt, investments that are realized within one year from the time such investments were made and investments in publicly traded securities acquired in the open market (unless, while the Partnership holds such publicly traded securities, the Partnership subsequently acquires other securities directly from the issuer of such securities in a negotiated transaction)) generally will not exceed 110% of aggregate capital commitments (or 125% if approval of the Board of Advisors is obtained).

Management Fee: The Partnership will pay to NEA Management an annual management fee (the "Management Fee"), payable quarterly in advance, equal to 1.25% of aggregate capital commitments, determined as if all capital commitments had been accepted on the due date of the Initial Drawdown and with interest payable at the prime rate plus 2% per annum on deferred Management Fee amounts attributable to additional capital commitments accepted at closings after the Initial Drawdown. The annual Management Fee for the first year following the end of the Partnership's term will equal 1.25% of the lesser of (i) the aggregate cost and (ii) the aggregate fair value of the Partnership's remaining portfolio investments. The Management Fee will generally be reduced by 100% of any fees or other remuneration received by the General Partner, the GP LTD, the Service Company or the Individual General Partners from the Partnership's portfolio companies.

Expenses: The General Partner will cause NEA Management and/or other Service Companies to bear the routine, normal operating expenses related to the Partnership such as compensation of the Service Companies' employees, rent, utilities and office expenses. The Partnership will bear all other expenses incurred by it, including, but not limited to, commissions or brokerage fees; fees and expenses of members of the Board of Advisors; expenses of litigation involving the Partnership; normal and extraordinary investment banking, legal, custodial, administrative and accounting services, including such services in connection with the purchase and sale of investments (whether or not consummated); insurance premiums; fees for consulting services related to portfolio investments and prospective portfolio investments (whether or not consummated); travel expenses in connection with the investigation of investment opportunities (whether or not consummated) and other similar fees and expenses.

Investment Restrictions: Without the consent of the Board of Advisors, (i) the Partnership's investment in any single company (net of the proceeds of investments in such company) will not exceed 10% of the Partnership's aggregate capital commitments; (ii) the Partnership may not acquire publicly traded securities on the open market if at

the time of such acquisition the cost basis of any such securities so acquired and still held by the Partnership would exceed 10% of the Partnership's aggregate capital commitments (excluding investments in connection with going private transactions, initial public offerings of existing portfolio companies and acquisitions of securities in the open market if the Partnership subsequently acquires other securities directly from the issuer of such securities in a negotiated transaction); (iii) the Partnership's investment in companies formed outside of the United States and Canada (net of the proceeds from such investments) will not exceed 30% of the Partnership's aggregate capital commitments (provided that if approval of the Board of Advisors is obtained to exceed 30% the Partnership's investment in such entities may not exceed 35%) and (iv) the Partnership generally may not invest in other investment entities, unless the Partnership will not be charged a management fee or will not pay a carried interest, provided that if investments with respect to which the Partnership is charged a management fee and a carried interest are approved by the Board of Advisors, the amount invested in such investments (net of the proceeds from such investments) generally may not exceed 5% of the Partnership's aggregate capital commitments.

Distributions:

The timing of distributions made by the Partnership will be determined by the General Partner. The Partnership may make tax distributions in cash to the General Partner in amounts intended to enable the General Partner to satisfy its tax liability attributable to its participation in the Partnership. All distributions other than liquidating distributions and distributions to withdrawing Limited Partners will be made in cash or marketable securities unless otherwise approved by the Board of Advisors. Securities distributed in kind will be valued at the last reported sale price or the closing bid price (or average of bid prices) last quoted on the date of distribution.

Distributions (other than tax distributions and liquidating distributions) generally will be made 100% to all Partners in proportion to their capital contributions, until Recovery (as defined below) has been achieved.

During any period in which Recovery has been achieved, distributions (other than tax distributions and liquidating distributions) generally will be made 30% to the General Partner and 70% to all Partners in proportion to their capital contributions.

Recovery will be achieved if, at the time of a proposed distribution, each Limited Partner has received aggregate distributions equal to the greater of (i) 85% of such Limited Partner's capital commitment and (ii) such Limited Partner's aggregate capital contributions.

General Partner Clawback:	If, after the Partnership has made its final liquidating distribution, the General Partner has received aggregate distributions with respect to its carried interest in excess of 30% of the Partnership's cumulative net profits, the General Partner will return to the Partnership the amount of that excess; provided, however, that in no event will the General Partner be required to return an amount greater than the aggregate amount of distributions previously received by the General Partner with respect to its 30% carried interest less income taxes attributable thereto. Each partner of the General Partner will be severally liable for its pro rata share of the aggregate amount to be returned by the General Partner.
Allocations:	Cumulative net income and gains generally will be allocated 70% to all Partners in proportion to their capital contributions and 30% to the General Partner. Cumulative net losses generally will be allocated to all Partners in proportion to their capital contributions. Distributions in kind will be treated as sales for purposes of determining the Partnership's profits and losses. The General Partner will maintain a capital account for each Partner that will reflect, in accordance with US federal income tax guidelines, all contributions made by that Partner, all income, gains and losses allocated to that Partner, and all distributions made to that Partner. Liquidating distributions will be made in accordance with positive capital account balances.
Organizational Expenses:	The Partnership will bear expenses incurred in connection with its organization and the offering of interests in the Partnership, including legal and accounting fees, printing expenses and travel expenses, up to a maximum of $2,750,000. No brokerage, underwriting or placement fees or commissions will be paid by the Partnership in connection with this offering.
Withdrawal and Transfer:	Generally, Limited Partners may not withdraw from the Partnership except in limited circumstances for legal or regulatory reasons. A Limited Partner may be forced to withdraw from the Partnership (in whole or in part) in order to alleviate material adverse conditions imposed on the Partnership, its Partners or the Partnership's portfolio companies as a consequence of such Limited Partner's participation in the Partnership. Limited partner interests are not assignable without the prior written consent of the General Partner.
Board of Advisors:	The Partnership will have a Board of Advisors which is responsible for review and approval of certain decisions of the General Partner, including certain portfolio valuations and certain transactions involving potential conflicts of interest. Members will be selected by the General Partner and will generally be representatives of the Limited Partners; however up to 25% of the members of the Board of Advisors may be independent persons (i.e., neither associated with a Limited Partner nor associated with the General Partner)

who have been approved as members by the Board of Advisors. Each member of the Board of Advisors will generally serve for a term of four years (which term may be renewed by the General Partner). Members of the Board of Advisors may also serve as members of the Boards of Advisors of Other NEA Funds (as defined below).

Time Commitment: Each of the Individual General Partners will be obligated, unless otherwise approved by the Board of Advisors, to devote substantially all of his business time to the Partnership, other NEA venture capital and affiliated partnerships (the "Other NEA Funds"), the Service Companies and portfolio companies of the Partnership and Other NEA Funds until the earliest of (i) a termination or expiration of the Investment Period, (ii) the date that at least two-thirds of the Partnership's committed capital has been invested, committed to specific investments (with each such commitment approved by the Board of Advisors) or reserved for follow-on investments or (iii) the dissolution of the Partnership, provided that each Individual General Partner will in any event devote such business time to the Partnership as is reasonably required.

Other Funds: Unless otherwise approved by the Board of Advisors, the Individual General Partners will not organize any additional venture capital entity that has a substantially similar investment purpose and focus as the Partnership and is similar in purpose and operation to the Partnership until the earliest of the date on which (i) at least two-thirds of the Partnership's committed capital has been invested, committed to specific investments (with each such commitment approved by the Board of Advisors) or reserved for follow-on investments, (ii) the Investment Period expires or is terminated or (iii) the Partnership is dissolved. Entities formed to make investments primarily in companies that are located in one or more non-U.S. jurisdictions or companies that are publicly traded will not be subject to the preceding limitation.

Conflicts of Interest: Generally, unless approved by the Board of Advisors, (i) the General Partner, the GP LTD and the Individual General Partners will not invest for their own account in any securities issued by any Partnership portfolio company, (ii) the Partnership will not make an initial investment in an entity in which any Individual General Partner has an investment and (iii) the Partnership will not make an initial investment in existing portfolio companies of any of the Other NEA Funds. The Partnership may, in connection with its initial investment(s), purchase portfolio company securities from an earlier NEA fund and may, in connection with the initial investments of a subsequent NEA fund, sell portfolio company securities to such fund, in each case for a price not exceeding cost

plus a reasonable cost of capital or as otherwise approved by the Board of Advisors.

Investment Opportunities: Except for investment opportunities offered to Other NEA Funds or as otherwise approved by the Board of Advisors, the Individual General Partners generally will be required to first offer to the Partnership all investment opportunities available to them that are reasonably believed to be within the purposes of the Partnership before investing in such opportunities for their own accounts.

Indemnification: The General Partner, the GP LTD, each Service Company, and their respective managers, officers, directors, stockholders, employees, partners, members, agents, controlling persons and beneficial owners, each member of a Partnership committee (including the Board of Advisors), each Limited Partner with which a member of the Board of Advisors is associated and each liquidator for the Partnership (each, an "Indemnified Party") will be indemnified by the Partnership against all losses, judgments, liabilities, expenses and amounts paid in settlement of any claim to which they may be subject by reason of their activities on behalf of the Partnership, so long as the Indemnified Party (other than current or former members of the Board of Advisors and Limited Partners with which such members are associated) acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Partnership, except to the extent that the action giving rise to the claim was the result of gross negligence, willful malfeasance, reckless disregard of fiduciary duty, intentional or reckless criminal wrongdoing, or willful and material breach of the Partnership Agreement. Each current or former member of the Board of Advisors and the Limited Partner with which such member is associated will be indemnified by the Partnership against all losses, judgments, liabilities, expenses and amounts paid in settlement of any claim to which they may be subject by reason of such member's actions as a member of the Board of Advisors, so long as such losses, judgments, liabilities, expenses and amounts were not the result of such member's bad faith or fraud.

Limited Partner Clawback: Each Limited Partner will be obligated to return distributions to the Partnership in an amount equal to its proportionate share of any indemnification obligation incurred by the Partnership or any obligation of the Partnership to return proceeds received by the Partnership with respect to a Partnership investment, to the extent that the Partnership does not have sufficient cash on hand to satisfy such indemnification or return obligation; provided that (i) the amount of such distribution return obligation will not exceed the lesser of (a) 20% of such Limited Partner's capital commitment and (b) the aggregate amount of distributions received by such Limited Partner; (ii) no Limited Partner will have any liability after the

second anniversary of the date of the liquidation of the Partnership, except with respect to potential or actual liabilities of which such Limited Partner has been given notice within 30 days after such second anniversary date; (iii) no Limited Partner will be required to return an amount greater than 10% of its capital commitment after expiration of the Partnership's term; and (iv) no Limited Partner will be required to make any payment to the Partnership with respect to any obligation of the Partnership to return proceeds from a particular Partnership investment in an amount that exceeds the aggregate amount of distributions received by such Limited Partner from the Partnership on or after the date that is three years prior to the date on which the General Partner notified the Limited Partners in writing of such potential obligation.

Reports: The Partnership will distribute tax information to all Partners within 60 days after the end of each year (subject to the availability of such information). In addition, the Partnership will distribute unaudited summary financial information on a quarterly basis and financial statements audited by a nationally recognized firm on an annual basis. Reported information will be subject to confidentiality restrictions and limitations.

ERISA Considerations: Under ERISA, fiduciaries of prospective investors that are retirement plans subject to ERISA ("ERISA Plans") must determine that an investment in the Partnership is prudent, that such investment satisfies the requirement that plan assets be diversified and that such investment complies with the other requirements applicable to ERISA Plans. The General Partner intends to organize and conduct the operations of the Partnership so that it will be an appropriate investment for ERISA Plans. In particular, the General Partner will use its reasonable best efforts to ensure that the Partnership will not be deemed to hold the "plan assets" of any such ERISA Plan; provided that "alternative investment vehicles" that hold "plan assets" may be structured as non-discretionary conduits to invest in portfolio investments or other "alternative investment vehicles."

U.S. Tax-exempt Investors: The General Partner generally will use reasonable best efforts to structure portfolio investments to avoid causing any US tax-exempt Limited Partner to realize "unrelated business taxable income" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), including "unrelated debt-financed income." Such reasonable best efforts will be deemed satisfied with respect to a portfolio investment if such investors are given the opportunity to (or Limited Partners are otherwise required to) hold their proportionate share of such portfolio investment directly or indirectly through a "blocker" corporation (provided that this sentence shall apply with respect to "unrelated debt-financed

income" only to the extent that holding such investment through such "blocker" corporation would prevent an investor therein from recognizing such income).

Non-U.S. Investors: The General Partner generally will use reasonable best efforts to structure portfolio investments to avoid causing the Partnership to be treated for US federal income tax purposes as engaged in a trade or business within the US. Such reasonable best efforts will be deemed satisfied with respect to a portfolio investment if (a) non-US investors are given the opportunity to hold their proportionate share of such portfolio investment directly or indirectly through a "blocker" corporation (a "Partial Blocker Investment"), provided that the amount invested in such Partial Blocker Investment, together with amounts invested in all prior Partial Blocker Investments, does not exceed 20% of aggregate capital commitments, or (b) all Limited Partners hold their proportionate shares of such investment directly or indirectly through a "blocker" corporation. In addition, the General Partner will use reasonable best efforts to avoid causing the Partnership to make an initial investment in any "United States real property holding corporation" that is a "United States real property interest," each within the meaning of Section 897(o) of the Code.

Fund Counsel: Proskauer Rose LLP and Maples and Calder

Independent Auditors: PricewaterhouseCoopers LLP

Proprietary and Confidential

NEA VALUATION POLICY

Policy Goal – The goal of NEA's valuation policy is to have investments in portfolio companies reported at fair value on a consistent, transparent and prudent basis and in conformity with relevant accounting literature and industry practices. This valuation policy is intended to provide the general framework noting that the valuations for each portfolio company investment will incorporate portfolio company and industry specific information to arrive at the appropriate valuation techniques and determination of fair value. The General Partner determines valuations on a quarterly basis, which valuations are subject to review and approval by the Board of Advisors.

Fair Value Concept – A fair value measurement assumes that the asset or liability is exchanged in an orderly transaction between market participants to sell asset or transfer the liability at the measurement date [1]. The estimated fair value represents the amount at which the investment could be sold at the current date between willing parties. All relevant available information should be taken into consideration in the selection of the fair value technique and the inputs used in the valuation. The definition of fair value does not include transaction costs incurred in the acquisition of an investment. Transaction costs may be included in the cost basis of the investment, but would generate an unrealized loss for the amount of the transaction costs on a "Day One" evaluation of the fair value of the investment.

Establishment of a Valuation Hierarchy – NEA, in accordance with U.S. GAAP and standard industry practice has adopted a 3-level fair value hierarchy that prioritizes the inputs used to estimate fair value with a bias towards "observable" inputs. This hierarchy provides increased transparency to those investments that require significant management judgment and estimation in determination of their fair value. Additional disclosures are required for those investments which are classified as Level 3 (see below). The classification of investments within the fair value hierarchy is independent of the valuation techniques used.

- Level 1 inputs are observable market inputs that reflect quoted prices for identical securities in active markets the entity has the ability to access at the measurement date.
- Level 2 inputs are observable market inputs other than quoted prices for identical assets in active markets the entity has the ability to access at the measurement date including:
  - Quoted prices for similar assets or liabilities in active markets
  - Quoted prices for identical/similar assets in markets that are not active
  - Market inputs other than quoted prices (yield curves, credit spreads, etc).
- Level 3 inputs are unobservable market inputs, for example, inputs derived through extrapolation or interpolation that are not able to be corroborated by observable market data.

In a fair value determination for an investment, there may be multiple valuation techniques employed and various levels of inputs. The lowest level of significant input determines where in the fair value hierarchy the investment is placed.

1 ASC 820, "Fair Value Measurement" ASC 820-10-35-3

There are enhanced disclosures required for Level 3 investments as these represent the investments for which the greatest amount of judgment and estimation have been applied. An evaluation is performed of the inputs used in the fair value determinations. Generally, it is expected that the significant portion of the investments by NEA would require classification as Level 3 assets.

Acceptable Valuation Techniques – There are three principal valuation techniques which can be used, depending on the circumstances:

- **Market approach** uses observable prices generated from market transactions involving identical, similar or otherwise comparable assets or liabilities. Examples of market approach techniques include comparable company transactions and performance multiples.
- **Income approach** uses valuation techniques to convert future amounts (e.g., cash flows or earnings) to a single present amount on a discounted basis.
- **Cost approach** is based on the current replacement cost of an asset which is the amount currently required to replace the service capacity of the asset.

A combination of valuation techniques may be employed to value an individual investment. All available sources of information should be considered when determining the value of an investment.

Adjustments may be deemed necessary based on specific facts and circumstances surrounding the investment. When an adjustment is deemed necessary, the adjustment should be evaluated to determine whether the adjustment has changed the classification of the investment to a lower level in the fair value hierarchy.

POTENTIAL CONFLICTS OF INTEREST

Prospective investors in the Partnership should consider, among other potential conflicts of interest, the following, which is not intended to be an exhaustive list of all potential conflicts of interests related to an investment in the Partnership:

Other activities of the Members of NEA Partners 14

The individual members of NEA Partners 14 will continue to devote substantial portions of their business time to the active earlier NEA partnerships and to any future partnerships. Conflicts of interest may arise in allocating time, services, or resources among the investment activities of the Partnership and the other active NEA partnerships.

Overlapping investments with other NEA partnerships and allocation of investments

The Partnership expects to invest in companies in which one or more of the earlier NEA partnerships already has an investment. The initial investment by the Partnership in such companies generally will be subject to approval by the Board of Advisors. By investing in existing portfolio companies of these other partnerships, NEA 14 may be better able to diversify its own portfolio in terms of the relative development stages of the companies in which it invests. If any of these other partnerships invests at the same time as NEA 14 in an existing portfolio company, the sharing of those investments will be determined on a case-by-case basis, and may not be pro rata to relative capital. Other existing or future NEA partnerships may make investments in companies in which the Partnership has an existing investment, with the amount of such investment and any contemporaneous investment by NEA 14 being determined on a case-by-case basis.

During the period of time when an earlier NEA partnership is still making investments in new portfolio companies, investment opportunities in new portfolio companies will be allocated between such earlier NEA partnership and NEA 14 on a case-by-case basis. An opportunity may be allocated entirely to such earlier NEA partnership, entirely to NEA 14 or to NEA 14 and one or more earlier NEA partnerships for co-investment. To the extent that an earlier NEA partnership and NEA 14 co-invest in a new portfolio company, the sharing of that investment may not necessarily be pro rata to relative capital. Investment opportunities may also be allocated to investment partnerships formed by NEA in the future. Such investment opportunities may be offered solely to such future partnerships or, during the period when NEA 14 is investing in new portfolio companies, such opportunities may be offered solely to NEA 14 or such future partnerships may co-invest with NEA 14 and/or earlier NEA partnerships. Any such co-investing may not necessarily be pro rata to relative capital. If NEA 14 has invested in the same portfolio company as other NEA partnerships, dispositions of such investments by NEA 14 and such other partnerships will be determined on a case-by-case basis and may not be made at the same time or in proportion to dollars invested in that company.

Where investments by the Partnership and other NEA partnerships in the same company are made at different times or in different proportions, conflicts of interest may arise with regard to valuations, exit opportunities and other matters. In addition, conflicts may arise to the extent that other NEA partnerships invest in the securities of a portfolio company that have different rights than the securities of such portfolio company held by the Partnership. The General Partner will use its good faith judgment in addressing any such conflicts.

The General Partner and its affiliates will use their good faith discretion in allocating investment and disposition opportunities among the Partnership and the other NEA partnerships, taking into account the nature and size of the opportunity (including projected follow-on financing requirements), the amount of capital the Partnership and the other NEA partnerships have available for investment, liquidity needs, portfolio construction, the age or life of the Partnership and the other NEA partnerships and such other factors as the General Partner and its affiliates may determine to be relevant.

Co-investment by NEA Personnel

NEA has historically established and funded a small, annual co-investment entity (known as the NEA Ventures program) for the benefit of its employees who do not participate in the "carried interest" attributable to NEA's investment funds. The NEA Ventures entity formed for each year generally co-invests alongside a primary NEA partnership in companies in which a primary NEA partnership is making its initial investment during that year and where that initial investment by the primary NEA partnership is at least $3 million. The NEA Ventures entities may also participate in follow-on financings of companies in which the NEA Ventures entity previously invested. The amount invested by an NEA Ventures entity in an investment round typically ranges from $10,000 to $35,000. The NEA Ventures entities do not participate in certain types of investments for tax, administrative or other reasons (such as investments in "PIPEs", other investment funds or Indian companies). In addition, NEA investing staff members who are below the Partner level (including venture partners and venture advisors) occasionally invest relatively small amounts alongside the NEA partnerships in certain investments with the permission of the sponsoring General Partner. These co-investment participations by such an NEA Ventures entity will, in many cases, reduce by a small amount the amount that might otherwise be invested by the Partnership in an applicable investment opportunity and participation by such investing staff members may result in such a reduction.

Transactions between the Partnership and other NEA partnerships

The Partnership may, in connection with its initial investment(s) purchase portfolio company securities from an earlier NEA partnership and may, in connection with the initial investment(s) of a subsequent NEA partnership, sell portfolio company securities to such partnership, in each case for a price not exceeding cost plus an interest factor or as otherwise approved by the Board of Advisors.

Formation of new funds

While the Partnership Agreement and related documents restrict the formation by the Individual General Partners of a subsequent venture capital fund that is similar in purpose and operation to NEA 14 and that has a substantially similar investment focus as NEA 14 until NEA 14 is "66-2/3% invested" (as determined in accordance with the Partnership Agreement and related documents), NEA and the Individual General Partners will not be restricted from forming other types of investment funds or investment funds formed to make investments primarily in companies located in one or more non-United States jurisdictions or companies that are publicly traded. In certain cases, NEA 14 may invest in other investment funds formed, sponsored or managed by NEA or its affiliates. Investment opportunities that may have been appropriate for NEA 14 may be offered, in whole or in part, to such other investment funds.

Certain Board of Advisor approvals

Certain transactions by NEA 14 that would otherwise be prohibited by the Partnership Agreement, including certain transactions that involve potential conflicts of interest between NEA 14 and other NEA partnerships, may be effected with the approval of NEA 14's Board of Advisors. Some or all of the members of NEA 14's Board of Advisors may also be on the Board of Advisors of the other NEA partnership with which there is a potential conflict or may represent investors who have an interest in both NEA 14 and such other NEA partnership. Such Board of Advisors members will not be precluded from participating in discussions with respect to, or from voting on, such transactions that involve potential conflict of interests.

An individual General Partner generally may not invest personally in a Partnership portfolio company, except with the consent of the Board of Advisors.

Portfolio company interests

The Partnership is expected to have representatives that serve on the boards of directors of portfolio companies and will, as a result, be subject to fiduciary obligations to make decisions that they believe to be in the best interests of the portfolio company. Although in most cases the interests of the Partnership and its portfolio companies will be aligned, this may not always be the case, particularly if a portfolio company is in financial difficulty. This may result in a conflict between the relevant director's obligations to the portfolio company and the interests of the Partnership. In some circumstances, having representatives of the Partnership serve as directors of a portfolio company may restrict the ability of the Partnership to invest directly in an investment opportunity that also constitutes an investment opportunity for such portfolio company.

Diverse limited partner group

The Limited Partners may have conflicting investment, tax and other interests with respect to their investment in the Partnership. The conflicting interests of the Limited Partners may arise from, among other things, the nature of investments made by the Partnership, the structuring of investments and the timing of disposition of investments. As a consequence, conflicts of interest may arise in connection with decisions made by the General Partner, including with respect to the nature or structuring of investments that may be more beneficial for some Limited Partners than for others, particularly with respect to Limited Partners' individual tax situations. In selecting and structuring investments appropriate for the Partnership, the General Partner will not consider the investment, tax or other objectives of any Limited Partner individually.

CERTAIN RISK FACTORS

The purchase of limited partner interests involves a number of significant risks. Prospective investors in the Partnership should consider, among other factors, the following, which is not intended to be an exhaustive list of all potential risks related to an investment in the Partnership:

Uncertainty of financial results

NEA's prior investment performance for the earlier NEA partnerships is not necessarily indicative of the future performance results of the Partnership. The Partnership is a new investment partnership with no prior operating experience or history that investors can use to evaluate performance. There can be no assurance that investments by the Partnership will achieve returns comparable to the historical performance of the earlier NEA partnerships. Traditional exit opportunities for venture capital funds, such as the Partnership, have consisted primarily of initial public offerings and acquisitions of portfolio companies by publicly-traded companies, often for stock. The ability of the Partnership to sell or distribute securities and to realize investment gains will depend, in large part, upon favorable market conditions, including receptiveness to initial public offerings for information technology, energy technology, and healthcare companies and an active mergers and acquisitions market. As recent history indicates, initial public offering and merger and acquisition opportunities may be limited or non-existent for extended periods of time, whether due to economic, regulatory or other factors. In addition, general fluctuations in the market prices of securities may affect the value of the investments held by the Partnership. The lack of favorable market conditions or a highly volatile market, or both, could result in substantially lower liquidation values and substantially longer periods before liquidity is achieved, and could reduce the Partnership's investment returns compared to the returns achieved by the earlier NEA partnerships. There is a risk that an investor could lose a portion or all of their investment in the Partnership.

Operating risks of investments

The Partnership's portfolio companies generally will be developing companies in industry sectors that entail significant operating risk. Many of the Partnership's portfolio companies will be at an early stage of development with little or no operating history and no established products or services. Many of the Partnership's portfolio companies will need substantial additional capital (which may not be available) to support additional research and development activities, expansion or to achieve or maintain a competitive position. Such companies face intense competition, including from companies with greater financial resources, more extensive development, manufacturing, marketing and service capabilities and a larger number of qualified managerial and technical personnel.

Highly competitive market for investments

The Partnership's task of identifying and developing successful growth companies is difficult and highly competitive. Many organizations operated by persons of competence and integrity have been unsuccessful in this business. The Partnership will be competing for investments other investors. There can be no assurance that the Partnership will be able to locate suitable investment opportunities, acquire them for an appropriate level of consideration, achieve any particular rate of return or fully invest its committed capital. There is a risk that investments could lose money.

Difficulty in valuing portfolio investments

The Partnership's investment portfolio will consist primarily of high-risk investments in unseasoned companies, and most of the Partnership's investments will be difficult to value. There will be no readily available market for most of the Partnership's investments. Valuations of such investments may vary from similar valuations performed by independent third parties for similar types of securities or assets. The value of the Partnership's investments may also be affected by changes in accounting standards, policies, or practices. Due to a wide variety of market factors and the nature of certain securities and assets to be held by the Partnership, there is no guarantee that the value determined by the General Partner will represent the value that will be realized by the Partnership on the eventual disposition of the investment or that would, in fact, be realized upon an immediate disposition of the investment.

Industry concentration risk

The information technology, energy technology and healthcare areas, companies in which the Partnership's investment activities will be focused, may each not perform as well on an industry-wide basis as is currently anticipated by the General Partner. The potential underperformance of these industries may be caused by any number of factors, some of which are beyond the control of the individual portfolio companies, including the impact of government regulation relating to these industries and general financial market and economic conditions. The Partnership may, therefore, be subject to more volatility and a greater risk of loss than a more broadly diversified fund that focuses on a broader array of investments. In addition, the Partnership will participate in a relatively limited number of investments and, as a consequence, the aggregate return of the Partnership may be affected by the performance of a single investment.

Certain considerations related to active management

Many of the Partnership's investments will represent minority positions in portfolio companies, and, although the Partnership may have representatives that serve on the boards of directors, the Partnership may not have the power individually to exert significant control over such portfolio companies' boards of directors and management. In such cases, the Partnership will rely significantly on the existing management and boards of directors of such companies, which may include unseasoned managers and representatives of other investors with whom the Partnership is not affiliated and whose interests or views may conflict with the interests of the Partnership.

Long term nature of portfolio investments

There may be a significant period of time before the Partnership has completed its investment program. Investments may take several years from the date of initial investment to reach a state of maturity when realization of the investment can be achieved. Losses on unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, will generally occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is not generally expected that this will occur for a number of years after the initial investment. Prior to such time, there often will be no current return on the investments.

In-kind distributions

Certain investments may be distributed in kind to the Limited Partners of the Partnership and any such distribution could put downward pressure on the price of the issuer's securities.

Dependence on Individual General Partners

The Partnership will be dependent upon the activities of the Individual General Partners. The loss of several of these individuals could have a significant adverse impact on the business of the Partnership.

Devotion of time of Individual General Partners

The Individual General Partners will continue to devote a significant portion of their time to the business of earlier NEA partnerships and to any future funds that the Individual General Partners may organize. Conflicts may arise in the allocation of investment opportunities and the Individual General Partners' time among the Partnership and other such partnerships.

Board of Advisor Approvals

The Partnership Agreement will contain certain protections for investors against conflicts of interest faced by the General Partner and the Individual General Partners, but will not purport to address all types of conflicts that may arise. Under the Partnership Agreement, certain transactions that involve conflicts of interest between the General Partner and the Partnership may be submitted to the Board of Advisors for resolution. However, the Board of Advisors will not necessarily represent the interests of all the Limited Partners and the members of the Board of Advisors may themselves be subject to various conflicts of interest (including as investors in other entities related to members of the General Partner). In general, the Limited Partners will not be entitled to control the selection of members of the Board of Advisors or to review the actions or deliberations of the Board of Advisors.

Reliance on management of the Partnership

The General Partner will control the business of the Partnership. The Limited Partners will have no voice in Partnership decisions, although certain limited situations will require their approval or the approval of the Board of Advisors. In general, no changes in the Partnership Agreement may be effected without the approval of at least 66 2/3% in interest of the Limited Partners. The Limited Partners will not receive the detailed financial information issued by portfolio companies which is available to the General Partner. A Limited Partner must rely upon the ability of the General Partner to identify, structure, and implement investments consistent with the Partnership's investment objectives and policies. Accordingly, no person should purchase a limited partner interest in the Partnership unless such person is willing to entrust all aspects of the management of the Partnership to the General Partner.

Regulatory Changes

One June 22, 2011, to implement provisions of Title IV of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the U.S. Securities and Exchange Commission (the "SEC") adopted final rules implementing new exemptions from the registration requirements of the Investment Advisers Act of 1940 (the "Advisers Act"), one of which is commonly known as the venture capital fund exemption. Neither the General Partner nor the Service Company are currently expected to register as an investment adviser with the SEC in reliance on the venture capital fund exemption. The General Partner may need to take into consideration certain conditions regarding the nature of investments that may be made by investment vehicles advised by an investment adviser relying on the venture capital exemption, which may constrain the Partnership's investment flexibility or require certain non-qualifying investments to be disposed

of earlier than they might otherwise be. In addition, compliance with the venture capital fund exemption may subject the Partnership to limitations on the Partnership's operations, including limitations on the Partnership's ability to borrow, provide guarantees and make short-term investments, that are more restrictive than any limitation set forth in the Partnership Agreement. Reliance on the venture capital exemption also will necessitate reporting certain information to the SEC about the General Partner and its affiliates and may result in such entities being subject to SEC examination authority and certain Advisers Act compliance obligations. If the General Partner and the Service Company are able to rely on the venture capital exemption, investors in the Partnership will not be entitled to the benefits of certain protections under the Advisers Act.

If the General Partner or the Service Company cannot rely on the venture capital exemption, the General Partner or the Service Company may need to register as an investment adviser under the Advisers Act. Registration under, and compliance with, the Adviser's Act could be costly and could divert attention of the Partnership's management team. There also can be no assurance that statutory, regulatory, judicial or administrative interpretations of existing laws and regulations will not in the future impose more comprehensive or stringent requirements on the General Partner or the Service Company.

General economic and political conditions

Changes in legal, fiscal, tax and regulatory regimes may occur during the life of the Partnership which may have an adverse effect on the Partnership. The Partnership may not be permitted to, or be able to, make adjustments in their structure or investment program in order to adapt to such changes. The General Partner will have the exclusive right and authority (within limitations set forth in the Partnership Agreement) to determine the manner in which the Partnership shall respond to such changes, and Limited Partners generally will have no right to withdraw from the Partnership or to demand specific modifications to the Partnership's operations in consequence thereof. Political unrest, war and acts of terrorism may also increase the risks inherent in the Partnership's investments. Due to the illiquidity of the Partnership's investments, the Partnership will have limited ability to adapt to any such changes in the economic environment or mitigate any corresponding losses.

Reserves

As is customary in the industry, the General Partner will establish reserves for follow-on investments by the Partnership in portfolio companies, operating expenses (including management fees), Partnership liabilities, and other matters. Similar reserves will be established for predecessor and future NEA investment funds. Estimating the appropriate amount of such reserves is difficult, especially for follow-on investment opportunities, which are directly tied to the success and capital needs of portfolio companies. Inadequate or excessive reserves could impair the investment returns to the Limited Partners. If reserves are inadequate, the Partnership may be unable to take advantage of attractive follow-on or other investment opportunities or to protect its existing investments from dilutive or other punitive terms associated with "pay-to-play" or similar provisions. If reserves are excessive, the Partnership may decline attractive new investment opportunities. Further, the allocation of investment opportunities among the Partnership and other NEA investment funds may depend on their respective reserves at the time of allocating the opportunity, possibly resulting in lower returns if any of such reserves were later determined to be inadequate or excessive.

Foreign Investments

A significant portion of the Partnership's capital may be invested in securities of non-United States portfolio companies. Such investments may present a variety of risks not presented by investments in United States portfolio companies, including risks associated with: (i) fluctuating currency exchange rates; (ii) limitations on currency exchange or the transfer of capital/profits across international boundaries; (iii) different accounting standards; (iv) different legal protections for investors; (v) unusual regulatory burdens; (vi) political or social instability; (vii) multiple taxing jurisdictions; (viii) developing and rapidly evolving government regulatory environments; and (ix) possibility of expropriation or confiscatory taxation. In addition, United States portfolio companies may seek to go public on, or be acquired by companies with shares traded exclusively or primarily on, a foreign securities exchange, also exposing investors in the Partnership to currency exchange, geopolitical and tax related risks.

Emerging Markets

Many of the laws that govern private and foreign investment, securities transactions, creditors rights and other contractual relationships in emerging markets such as China and India are new and largely untested and not fully developed. As a result, the Partnership and its portfolio companies may be subject to a number of unusual risks, including contradictory legislation, incomplete, unclear and changing laws, ignorance or breaches of regulations on the part of other market participants, lack of established or effective avenues for legal redress, lack of standard practices and confidentiality customs characteristic of developed markets, and lack of enforcement of existing regulations. There can be no assurance that difficulties in protecting and enforcing rights will not have a material adverse effect on the Partnership and its investments.

Illiquidity of the Interests

Limited partner interests are highly illiquid, have no public market and are not transferable except with the authorization of the General Partner. There will be no public market for the interests in the Partnership, and none is expected to develop. Withdrawals of limited partner interests from the Partnership are generally not permitted, although in certain circumstances a Limited Partner may be entitled, or required, to withdraw from the Partnership for tax, legal, regulatory or similar considerations. A withdrawn Limited Partner may not be entitled to immediate payment for its interest in the Partnership. Any withdrawal of a Limited Partner may reduce the amount of Partnership capital available for investment or other activities.

Substantial penalty for default

Capital calls will be issued by the Partnership from time to time at the discretion of the General Partner, based upon the General Partner's assessment of the needs and opportunities of the Partnership. In general, forfeiture of a significant portion of a Limited Partner's interest and other adverse consequence may occur upon failure to make any installment payment of a capital call on a timely basis.

Carried Interest

Because the percentage of profits allocated to the General Partner will exceed its capital commitment percentage, the General Partner may have an incentive to make investments that are riskier or more speculative than if the General Partner received allocations on a basis identical to

that of the investors in the Partnership or was compensated on a basis not tied to the performance of the Partnership.

Placement Fees

The General Partner or an affiliate may engage placement agents in connection with the organization of the Partnership and the offering of limited partner interests. Any such placement agents may be compensated through fixed or contingent fees, as well as reimbursed for expenses. The General Partner or an affiliate, and not the Partnership, will bear the economic burden of placement agent fees.

Side Letters

In accordance with common industry practice, the General Partner may enter into one or more "side letters" or similar agreements with certain Limited Partners pursuant to which the General Partner grants to such Limited Partners specific rights, benefits or privileges that are not generally made available to Limited Partners. Such agreements will be disclosed only to those actual or potential Limited Partners that have separately negotiated with the General Partner for the right to review such agreements.

Government Plan Partners

The General Partner may be required to make certain representations and covenants with respect to campaign contributions, use of placement agents or similar activities in connection with an investment in the Partnership by certain investors such as state or local entities, including investments by public retirement funds. The Partnership Agreement and "side letters" may provide such Limited Partners with certain rights related to such matters (including, without limitation, certain excuse and withdrawal rights) that are not available to other Limited Partners and which may, under certain circumstances, be contrary to the best interests of the Partnership. In addition, federal securities laws may provide such Limited Partners certain excuse and withdrawal rights from the Partnership.

Exculpation and Indemnification

The Partnership will be subject to a variety of litigation risks, especially due to the fact that the Partnership will have representatives serving on the boards of directors of portfolio companies and because one or more portfolio companies may face financial or other difficulties during the term of the Partnership's investment. The Partnership may also participate in portfolio company financings at implicit portfolio company valuations lower than the valuations implicit in preceding rounds of financing. In the event of a dispute arising from any of the foregoing activities (or other activities relating to the operation of the Partnership), it is possible that the Partnership, the General Partner, or NEA personnel may be named as defendants. Under most circumstances, the Partnership will indemnify the General Partner and its partners and other NEA personnel for any costs they incur in connection with such disputes and the Limited Partners may be obligated to return distributions to fund such indemnification obligations.

Material Non-Public Information

From time to time, the General Partner and its affiliates may come into possession of material, non-public information that will limit the ability to buy and sell investments. The Partnership's investment flexibility may be constrained as a consequence of the General Partner's inability to

use such information for investment purposes. Alternatively, the General Partner and its affiliates may decline to receive material non-public information which they might otherwise receive in order to avoid investment restrictions even though access to such information might have been advantageous to the Partnership and other market participants are in possession of such information.

Terminology

Certain terms and phrases of common usage within the venture capital industry may be misleading to those unfamiliar with such usage. In particular, individuals who participate in the management of a fund often are referred to, in a colloquial sense, as "general partners" even though they are not actually general partners of any partnership and will not assume the liabilities associated with being a general partner of the Partnership. It is not intended that the Partnership will have any general partner other than NEA Partners 14, L.P. Prospective investors must not presume or rely upon the existence of any actual legal entities other than the Partnership, NEA Partners 14, L.P. and NEA 14 GP, LTD.

Tax risks

Certain tax-related risks related to an investment in the Partnership are described under "Certain Taxation and Regulatory Matters" below. Tax consequences of an investment in the Partnership under the tax laws of the United States and other jurisdictions in which the Partnership invests, and in the jurisdictions in which any particular investor is located, can be significant and complex. Each prospective investor should consult its own tax advisors with respect to such matters.

Disclosure regarding Forward-Looking Statements

This Memorandum contains certain statements that are "Forward Looking Statements" within the meaning of Section 27A of the U.S. Securities Act and Section 21E of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"). Those statements include, among other things, the discussions of the Partnership's business strategy and expectations concerning investment expectations, future operations, margins, profitability, and liquidity and capital resources. Although the General Partner believes that the expectations reflected in the Forward Looking Statements are reasonable, it can give no assurance that such expectations will prove to have been correct. All phases of the operation of the Partnership are subject to a number of uncertainties, risks and other influences, many of which are outside the control of the Partnership and any one of which, or a combination of which, could materially affect the results of the Partnership's operations and whether the Forward Looking Statements ultimately prove to be accurate. Important factors that could cause actual results to differ materially from the Partnership's expectations are included in, but not limited to, this "Certain Risk Factors" section.

THE FOREGOING LIST OF POTENTIAL CONFLICTS OF INTEREST AND RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE CONFLICTS AND RISKS INVOLVED IN AN INVESTMENT IN THE PARTNERSHIP OR LEGAL, ACCOUNTING OR TAX ADVICE. EACH INVESTOR MUST CONDUCT ITS OWN INVESTIGATION AND ANALYSES OF THE PARTNERSHIP AND GENERAL PARTNER AND THE INFORMATION SET FORTH HEREIN TO

INDEPENDENTLY ASSESS THE MERITS OF ANY INVESTMENT IN THE PARTNERSHIP.

CERTAIN TAXATION AND REGULATORY MATTERS

IN ACCORDANCE WITH U.S. TREASURY REGULATIONS GOVERNING PRACTICE BEFORE THE INTERNAL REVENUE SERVICE (CIRCULAR 230), LEGAL COUNSEL TO NEA 14 HEREBY INFORMS INVESTORS THAT (A) THE INFORMATION BELOW (OR OTHERWISE CONTAINED IN THIS DOCUMENT) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY THE INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT THE INTERNAL REVENUE SERVICE (THE "IRS") MAY ATTEMPT TO IMPOSE ON AN INVESTOR, (B) THE INFORMATION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTION OR MATTERS ADDRESSED BY THE WRITTEN INFORMATION AND (C) INVESTORS SHOULD SEEK TAX ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Certain U.S. Federal Income Tax Considerations

The following is a brief summary of certain U.S. federal income tax considerations that may be applicable to an investment in NEA 14. For purposes of this summary, a "US Person" generally is any U.S. citizen or resident individual, any corporation, limited liability company or partnership organized under U.S. law, any estate (other than an estate the income of which, from sources outside the U.S. that is not effectively connected with a trade or business within the U.S., is not includible in its gross income for U.S. federal income tax purposes), and any trust if a court within the U.S. is able to exercise primary supervision over the administration of the trust and one or more US Persons have the authority to control all substantial decisions of the trust. The term "US Partner" means any Partner that is a US Person (and, unless the context otherwise requires, includes any US Person that holds an equity interest in NEA 14 through one or more partnerships or other entities treated as transparent for U.S. federal income tax purposes), and the term "Non-US Partner" means a Partner that is not a US Person. This summary does not contain a comprehensive discussion of all U.S. federal income tax consequences that may be relevant to a Partner in view of that Partner's particular circumstances or (unless otherwise indicated) to certain U.S. Partners subject to special treatment under U.S. federal income tax laws, such as regulated investment companies, personal holding companies, brokers or dealers in securities, banks and certain other financial institutions, tax-exempt organizations, trusts and insurance companies, nor does it address any state, local, estate, non-U.S. or other tax consequences of an investment in NEA 14, except as otherwise provided herein.

This summary is based on the assumptions that (i) each Partner (and each of its beneficial owners, as necessary under U.S. federal income tax withholding and backup withholding rules) will provide all appropriate certifications to NEA 14 in a timely fashion to minimize withholding (or backup withholding) on each Partner's distributive share of NEA 14's gross income and (ii) the Partners will hold their limited partner interests in NEA 14 as capital assets for U.S. federal income tax purposes. Each prospective Partner should also note that this summary does not address the interaction of U.S. federal tax laws and any income or estate tax treaties between the U.S. and any other jurisdiction. NEA 14 may make investments in certain other investment funds. The following discussion does not address any special tax issues that may arise in connection with any such investments, unless otherwise indicated.

No assurance can be given that the IRS will concur with the tax consequences set forth below. Each prospective investor is advised to consult its own tax counsel as to the U.S. federal income tax consequences of an investment in NEA 14 and as to applicable state, local, estate, non-U.S. or other tax laws.

General Matters

Classification of NEA 14. NEA 14 will be treated as a partnership, rather than a corporation, for U.S. federal income tax purposes unless NEA 14 affirmatively elects to be treated as a corporation for such purposes. The General Partner has no intention of making such an election and does not anticipate any circumstances under which such an election would be made. In certain cases under Section 7704 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), a partnership that is classified as a "publicly traded partnership" may be taxed as a corporation for U.S. federal income tax purposes. The following discussion is based on the assumption that NEA 14 will be classified as a partnership and will not be treated as a publicly traded partnership.

Taxation of Partnership Operations Generally. As a partnership, NEA 14 will not pay U.S. federal income taxes, but each US Partner will be required to report that Partner's distributive share (whether or not distributed) of NEA 14's income, gains, losses, deductions and credits of the character specified in Section 702 of the Code. It is possible that Partners could incur U.S. federal income tax liabilities without receiving from NEA 14 sufficient distributions to defray such tax liabilities. NEA 14's taxable year will be the calendar year, or such other period as required by the Code. NEA 14 will deliver tax information to the Partners on an annual basis necessary for each Partner's U.S. tax returns (if any).

Election to Adjust Basis of Partnership Assets. The General Partner will have the authority to elect under Section 754 of the Code to adjust the basis of NEA 14's assets (commonly referred to as "Section 754 adjustments") in connection with certain distributions to Partners or certain transfers of interests in NEA 14. Although the General Partner has no present intention of making this election under Section 754, Section 754 adjustments may nevertheless be mandatory under certain circumstances. Consequently, it is possible that NEA 14 will be required to make such Section 754 adjustments which could affect the amount of a Partner's allocations (for U.S. federal income tax purposes) of gain or loss recognized by NEA 14 on a disposition of assets.

The General Partner also will have the authority to elect to treat NEA 14 as an "electing investment partnership." If such election is made, the Section 754 adjustments that otherwise would be mandatory with respect to certain transfers of interests in NEA 14 will not be required. Such election may, however, result in the disallowance (for U.S. federal income tax purposes) of certain losses allocated by NEA 14 to transferees of interests in NEA 14. It is possible that NEA 14 will not be able to qualify as an electing investment partnership.

The General Partner will have the authority to require any Partner engaging in a transaction that requires a Section 754 adjustment (for example, a transfer of the Partner's interest in NEA 14) to bear the ongoing administrative and other costs incurred by NEA 14 or its Partners in connection with these basis adjustment rules. These costs, which could be significant, may be charged to a Partner without regard to whether the General Partner made either of the elections described above on behalf of NEA 14. Furthermore, each Partner will be required to provide NEA 14 with

any information necessary to allow NEA 14 to comply with its obligations to make Section 754 adjustments and/or its obligations as an electing investment partnership.

Taxable US Partners

Limitations on Allowable Deductions. Under Section 67 of the Code, U.S. taxpayers who are individuals may deduct certain miscellaneous expenses (e.g., investment advisory fees, tax preparation fees and unreimbursed employee expenses such as the cost of subscriptions to professional journals) only to the extent that these deductions exceed, in the aggregate, 2% of the taxpayer's adjusted gross income. Further, Section 68 of the Code separately disallows certain deductions otherwise allowable to taxpayers who are individuals; the amount disallowed varies based on the taxpayer's adjusted gross income. While the Section 68 limitation on itemized deductions will not apply in 2011 and 2012, under a "sunset" provision, it is currently scheduled to be restored in 2013. Part or all of NEA 14's expenses allocated to any US Partner who is an individual (including expenses attributable to that US Partner's share of the management fee) may be disallowed under these provisions, although tax-exempt US Partners generally will not be affected. In addition, certain expenses incurred in connection with the offer and sale of limited partner interests in, or the organization of, NEA 14 are not deductible by any US Partner.

Surtax on Unearned Income. For taxable years beginning after December 31, 2012, legislation enacted in 2010 is scheduled to impose a 3.8% surtax on the "net investment income" of certain US persons who are citizens or resident aliens, and on the undistributed "net investment income" of certain U.S. estates and trusts. Among other items, "net investment income" generally would include a US Partner's allocable share of NEA 14's net gains and certain other income such as interest and dividends, less deductions allocable to such income. In addition, "net investment income" may include gain from the sale, exchange or other taxable disposition of an interest in NEA 14, less certain deductions. No implementing Treasury Regulations have been proposed with respect to the surtax, and US Partners potentially subject to the surtax should consult their own advisors concerning its potential applicability to their individual circumstances.

Investments in Passive Foreign Investment Companies. A portfolio investment by NEA 14 in the stock of a non-U.S. corporation that is classified as a "passive foreign investment company" ("PFIC") may cause US Partners to be subject to taxation under Sections 1291 through 1298 of the Code. In general, a non-U.S. corporation is classified as a PFIC if 75% or more of its gross income constitutes "passive income" — generally, interest, dividends, royalties, rent and similar income, and gains on the disposition of "passive" assets (generally, those that generate such income) — or 50% or more of its assets (by value or, in certain situations, by adjusted tax basis) produce passive income or are held for the production of passive income. Under the PFIC rules, gain attributable to a disposition of PFIC stock, as well as income attributable to certain "excess distributions" with respect to that PFIC stock, is allocated ratably over the shareholder's holding period for the stock. Gain allocated under this rule to (i) the year in which the shareholder disposes of the PFIC stock and (ii) any year prior to the time the non-U.S. corporation first satisfied the PFIC income or assets test, as well as income attributable to any excess distribution on PFIC stock allocated to those years, is subject to tax (as ordinary income) at the U.S. federal income tax rates applicable to the shareholder for the year in which the disposition occurs. Disposition gain attributable to years included in the shareholder's holding period — other than those described in the preceding clauses (i) and (ii) — and income attributable to excess distributions allocated to each such other year are subject to tax (as ordinary income) at the

maximum U.S. federal income tax rate applicable to the shareholder for the year in which the income is treated as realized, and also to an interest-like charge on the shareholder's "deferred" payment of this tax liability calculated generally from the year of deemed realization through the due date of the shareholder's U.S. federal income tax return for the year of disposition or distribution (determined without regard to extensions). A US Partner effectively will be treated as a U.S. shareholder with respect to its proportionate share of any PFIC stock owned by NEA 14. If, however, that PFIC is also a "controlled foreign corporation" in which the US Partner is a "US Shareholder" (as defined below), the PFIC rules generally are superseded by the rules discussed below dealing with controlled foreign corporations.

The PFIC rules are highly technical and it is possible that a non-U.S. corporation in which NEA 14 makes an investment will be classified as a PFIC. If NEA 14 invests in a PFIC, and that PFIC agrees to provide the US Partner and, if necessary, the IRS with certain financial information, a US Partner may elect to treat that company as a "qualified electing fund" ("QEF"). If a US Partner holds stock of a non-U.S. corporation with respect to which a QEF election has been made for the first taxable year in the US Partner's holding period for which the non-U.S. corporation is a PFIC, such US Partner will be subject to tax currently on its proportionate share of certain earnings and net capital gain of that non-U.S. corporation — regardless of whether that corporation actually distributes cash or other property to NEA 14 — but generally will not be subject to the tax regime described in the preceding paragraph with respect to its investment in that corporation. Although the maximum rate of tax imposed on certain dividends is currently 15%, this tax rate does not apply to dividends paid or deemed paid by PFICs. A QEF election generally will not result in current inclusion of the PFIC's earnings for any year in which the PFIC has no net ordinary earnings and no net capital gain.

Alternatively, if such PFIC stock is publicly traded, the US Partner may be eligible to value the stock annually on a "mark-to-market" basis so that the US Partner may treat any resulting gain or loss as ordinary income or loss to avoid the PFIC tax.

The above PFIC rules (including the rules pertaining to QEF or other elections) generally should not affect tax-exempt US Partners. Pursuant to legislation enacted in 2010, however, each US Person who holds shares in a PFIC is required to file an annual information return with the IRS, regardless of whether such shareholder has received a distribution from, disposed of an interest in, or made an election in respect of a PFIC. This filing requirement is in addition to the PFIC reporting requirements mentioned above. Currently, no additional guidance has been issued regarding the information to be provided on the return, the due date of the return, or any exceptions to the filing requirement.

NEA 14 cannot predict with any certainty at this time whether any portfolio company in which NEA 14 invests may be subject to the PFIC regime, whether US Partners will receive sufficient information to make or maintain a QEF election, or the effect of any applicable elections that are made. It is possible that US Partners may be subject to tax currently under the PFIC regime on their proportionate shares of certain earnings of a non-U.S. corporation in which NEA 14 holds an interest and/or may incur nondeductible interest-like charges on tax liability deferred under the PFIC regime without receiving from NEA 14 distributions sufficient to satisfy any such obligations.

Investments in Controlled Foreign Corporations. Under Sections 951 through 957 of the Code, special rules apply to US Persons who own, directly or indirectly, applying certain attribution

rules, 10% or more of the total combined voting power of all classes of stock of a non-U.S. corporation (each, a "US Shareholder") that is a "controlled foreign corporation" ("CFC"). A non-U.S. corporation generally will be a CFC for a taxable year if US Shareholders collectively own more than 50% of the total combined voting power or total value of the corporation's stock on any day during such taxable year. US Shareholders of a CFC generally must include in their gross income for U.S. federal income tax purposes their pro rata shares of certain earnings and profits of the CFC. Further, under Section 1248 of the Code, if a US Person sells or exchanges stock of a non-U.S. corporation and that person is or was a US Shareholder at any time during the five-year period ending on the date of such sale or exchange during which that non-U.S. corporation was a CFC, that US Person generally will be required to treat a portion of the gain recognized upon such sale or exchange as a dividend to the extent of the earnings and profits of the CFC attributable to such stock. Under U.S. federal income tax rules, NEA 14 itself is not a US Person and instead, each US Partner's status as a "US Shareholder" with respect to a non-U.S. corporation will be determined by reference to that US Partner's direct and indirect ownership interest in such non-U.S. corporation (including such US Partner's pro rata share of NEA 14's interest in such non-U.S. corporation). If a taxable US Partner becomes a US Shareholder of a CFC, such US Partner (i) will be required to report and pay tax currently on its share of the CFC's earnings and profits, and (ii) will be subject to the Section 1248 recharacterization rule described above. In addition, if a US Partner is a US Shareholder of a CFC and such US Partner disposes of its interest in NEA 14, that Partner generally will recognize income under Section 751 of the Code equal to its distributive share of the Section 1248 income that would have been triggered if NEA 14 had sold its interest in the CFC at fair market value. The maximum rate of tax imposed on certain dividend income and certain long-term capital gains attributable to dispositions of securities generally is 15%, so that a recharacterization of gain under Section 1248 might not increase that US Partner's U.S. federal income tax liability. The statutes applying lower rates to dividends and capital gains, however, cease to be effective for taxable years beginning after December 31, 2012. In addition, income of a CFC subject to income tax in a country other than the U.S. at an effective rate greater than 90% of the maximum U.S. corporate income tax rate is not taxable to a US Shareholder under the CFC rules if the US Shareholder so elects.

The rules applicable to CFCs are complex, and the foregoing summary of the U.S. federal income taxation of US Partners indirectly owning an interest in a CFC is general in nature. The General Partner cannot provide any assurance that NEA 14's portfolio companies will not be CFCs. The CFC rules, however, generally should not affect tax-exempt US Partners.

Foreign Currency Gain or Loss. A US Partner's distributive share of any profit or loss realized by NEA 14 upon NEA 14's conversion of U.S. dollars into non-U.S. currency, or of non-U.S. currency into U.S. dollars, generally will be treated as ordinary income or loss rather than capital gain or loss. Further, if NEA 14 acquires a debt instrument or becomes the obligor under a debt instrument or enters into certain other transactions, any of which is denominated in terms of a currency other than the U.S. dollar, fluctuations in the value of that currency relative to the U.S. dollar generally will result in foreign currency gain or loss. Any foreign currency gain or loss realized by NEA 14 generally will be treated as ordinary income or loss rather than capital gain or loss, and any taxable US Partner will be subject to tax on its allocable share of such income or loss.

U.S. Foreign Tax Credits. Subject to applicable limitations, a US Partner that is subject to U.S. federal income taxation generally should be entitled to elect to treat non-U.S. taxes withheld from such Partner's share of NEA 14's dividend and interest income as foreign income taxes eligible for credit against such Partner's U.S. federal income tax liability. Similarly, each US Partner's share of any non-U.S. taxes which may be imposed on capital gains or other income realized by NEA 14 generally should be treated as creditable foreign income taxes. Capital gains realized by NEA 14, however, may be considered to be from sources within the U.S., which may effectively limit the amount of foreign tax credit allowed to the US Partner. Other complex tax rules may also limit the availability or use of foreign tax credits, depending on each US Partner's particular circumstances. Because of these limitations, US Partners may be unable to claim a credit for the full amount of their proportionate shares of any non-U.S. taxes paid by NEA 14. US Partners that do not elect to treat their shares of non-U.S. taxes as creditable generally may claim a deduction against U.S. taxable income for such taxes (subject to applicable limitations on losses and deductions). Foreign tax credits or deductions generally will not provide any benefit to tax-exempt US Partners unless such Partners' distributive shares of the income or gains on which the related foreign income taxes are imposed constitute "unrelated business taxable income" (as defined below) and certain other conditions are satisfied. Because the availability of a credit or deduction depends on the particular circumstances of each US Partner, Partners are advised to consult their own tax advisors.

U.S. Federal Income Tax Reporting By Owners of Non-U.S. Entities. U.S. tax rules impose information reporting requirements on US Persons that own, either directly or indirectly under certain attribution rules, more than certain threshold amounts of stock in a non-U.S. corporation. These persons must disclose, among other things, various transactions between themselves and those non-U.S. corporations. For purposes of these information reporting requirements, stock ownership is determined with regard to certain stock attribution rules, and each US Partner is treated as owning part or all of the stock owned directly or indirectly by NEA 14. Similar reporting requirements apply to US Persons that (i) own, directly or indirectly, more than certain threshold amounts of capital interests or profits in non-U.S. entities, such as NEA 14, that are treated as partnerships for U.S. federal income tax purposes or (ii) contribute, in their capacity as partners, more than $100,000 to a non-U.S. partnership, such as NEA 14, during any 12 month period. In certain circumstances, these rules may require US Partners to file reports annually. US Partners generally will be responsible for satisfying any U.S. information reporting requirements. In addition, U.S. individuals will be required to report certain foreign financial assets (such as stocks and securities of non-U.S. entities) if the aggregate value of all such assets exceed $50,000. Under these rules, US Partners who are individuals generally will be required to report their interests in NEA 14.

Tax-Exempt U.S. Partners

Unrelated Business Taxable Income. Under the Partnership Agreement, the General Partner generally will be required to use reasonable best efforts to avoid the incurrence by any tax-exempt US Partner of any "unrelated business taxable income" ("UBTI") within the meaning of Section 512 of the Code. This undertaking of the General Partner will be deemed satisfied with respect to a portfolio investment if the tax-exempt US Partners are given the opportunity to hold their proportionate shares of such portfolio investment through an entity treated as a corporation for U.S federal income tax purposes. Notwithstanding this undertaking of the General Partner, it is possible that NEA 14 will make investments, incur liabilities or otherwise engage in certain

transactions as permitted under the Partnership Agreement that would result in the realization by tax-exempt US Partners of UBTI. Those activities will not be deemed to violate the general undertaking of the General Partner described above. In this instance, each tax-exempt US Partner would be subject to U.S. federal income tax on its share of such income and may be required to file a U.S. federal income tax return with respect to such income.

Non-U.S. Partners

U.S. Trade or Business Issues. Under the Partnership Agreement, the General Partner generally will be required to use reasonable best efforts to conduct the affairs of NEA 14 so that no Non-US Partner will be deemed engaged in the conduct of a trade or business in the U.S. other than pursuant to Section 897 of the Code. This undertaking of the General Partner will be deemed satisfied with respect to a portfolio investment if the Non-US Partners are given the opportunity to hold their proportionate shares of such portfolio investment through an entity treated as a corporation for U.S. federal income tax purposes. In addition, the General Partner will generally be required to use reasonable best efforts to avoid causing the Partnership to make an initial investment in any "United States real property holding corporation" that is a "United States real property interest," each within the meaning of Section 897(c) of the Code. Notwithstanding these undertakings of the General Partner, it is possible that the activities of NEA 14 could cause NEA 14's Non-US Partners to be treated as engaged in the conduct of a trade or business in the U.S.

Provided that NEA 14 is not engaged in the conduct of a U.S. trade or business, the U.S. federal income tax liability of a Non-US Partner with respect to that Partner's limited partner interest in NEA 14 generally will be limited to withholding tax on certain gross income from U.S. sources generated by NEA 14 as long as the Non-US Partner undertakes no activities in the U.S. (determined without regard to its investment in NEA 14) that would cause that Partner to be engaged in the conduct of a trade or business in the U.S., and, unless otherwise indicated, the discussion below of the U.S. federal income tax treatment of Non-US Partners is based on that assumption. Further, if the proper amounts are withheld and remitted to the U.S. government, Non-US Partners that are individuals or corporations will not be required to file U.S. federal income tax returns or pay additional U.S. federal income taxes solely as a result of their investments in NEA 14 (though Non-US Partners treated as trusts for U.S. federal income tax purposes are subject to special rules). If NEA 14 is not engaged in the conduct of a trade or business in the U.S., Non-US Partners' shares of income and gains from sources other than the U.S. (*e.g.*, generally, interest or dividends paid by non-U.S. portfolio companies and gains realized on the disposition of securities of portfolio companies) will not be subject to U.S. federal income tax.

If it were ultimately established that NEA 14 is engaged in a U.S. trade or business, NEA 14 generally would be required to withhold and remit to the U.S. government a percentage of NEA 14's net income and gains that are both effectively connected with that trade or business and allocated to Non-US Partners, and would be liable for interest and penalties with respect to amounts which were not so withheld. The relevant withholding percentage generally is the maximum applicable U.S. federal income tax rate, currently 35%. In addition, Non-US Partners generally would be (i) required to file U.S. federal income tax returns and pay tax in respect of their shares of NEA 14's effectively connected income including capital gains, and (ii) allowed a credit against U.S. federal income tax liability for amounts withheld by NEA 14 on their behalf.

Non-US Partners which are corporations might also be subject to a "branch profits" tax on certain earnings of NEA 14 deemed to have been repatriated to those Partners.

Treatment of Interest and Dividends from U.S. Sources. Certain categories of income from U.S. sources realized by NEA 14, such as dividends and interest, generally will be subject to U.S. federal income tax, collected by withholding, at a 30% rate on the gross amount of that income allocable to Non-US Partners. A Non-US Partner whose distributive share of such income is subject to this U.S. tax withholding may be able to claim an exemption or a reduced rate of withholding under a tax treaty or convention between the U.S. and that Partner's country of residence. A Non-US Partner resident in a jurisdiction with which the U.S. has a tax treaty, however, will not be entitled to the benefits of that treaty with respect to that Non-US Partner's distributive share of NEA 14's income and gains unless, under the law of that non-U.S. jurisdiction, NEA 14 is treated as tax transparent and certain other conditions are satisfied. Finally, in order to claim the benefits of a tax treaty to reduce U.S. federal income tax withholding on U.S.-source interest and dividends paid on securities that are not actively traded, a Non-US Partner (and any direct or indirect equity owner of a Non-US Partner seeking treaty benefits for itself because the Non-US Partner is considered fiscally transparent in the equity owner's jurisdiction) generally will be required to obtain a U.S. taxpayer identification number from the IRS and may be required to provide that number and certain other documentation to NEA 14. Other exemptions may be available for certain types of interest income.

Withholding on Payments to Certain Foreign Entities. Sections 1471 through 1474 of the Code will generally impose a withholding tax of 30% on certain gross amounts of income not effectively connected with a U.S. trade or business paid to certain "foreign financial institutions" and certain other U.S. owned "non-financial foreign entities," unless various information reporting requirements are satisfied. Amounts subject to withholding tax under these rules generally include gross U.S.-source dividend and interest income paid on or after January 1, 2014, as well as gross proceeds from the sale of property that produces U.S.-source dividend or interest income paid on or after January 1, 2015. To prevent NEA 14 from becoming subject to withholding tax under Sections 1471 through 1474 of the Code, NEA 14 may be required to comply with certain information reporting and disclosure requirements, which may include, among other things, entering into an agreement with the IRS. To avoid withholding tax and comply with such IRS agreement, if any, NEA 14 may cause certain Partners to sell their interests or otherwise withdraw from NEA 14 if such Partners do not comply with NEA 14's requests for information. Partners are encouraged to consult their own tax advisors regarding the possible application of Sections 1471 through 1474 of the Code to NEA 14 and its impact on their investment in NEA 14.

Treatment of Partnership's Capital Gains from U.S. Sources. Under current U.S. law, in general, capital gains realized or deemed realized by NEA 14 will not be subject to U.S. federal income taxation or tax withholding when allocated to a Non-US Partner unless that Partner is an individual who is present in the U.S. for 183 days or more during the taxable year in which such gains are realized and certain other conditions are satisfied.

This general rule does not apply to gains attributable to a trade or business conducted in the U.S. or to certain gains attributable to dispositions of securities of any "United States real property holding corporation" ("USRPHC"), defined in Section 897 of the Code as, in general, a company with 50% or more of the fair market value of its business assets consisting of interests in U.S.

real estate and related assets. Capital gains attributable to sales by NEA 14 of the securities of a USRPHC (other than debt securities with no equity component) may be subject to U.S. federal income tax, collected initially by withholding. In such a case, Non-US Partners would also be required to file U.S. federal income tax returns, and might be liable for U.S. federal income tax in excess of the amount collected by withholding. Similarly, Non-US Partners could become subject to U.S. federal income tax, and tax return filing obligations, as a result of transfers of their interests in NEA 14 at a time when NEA 14 owned stock of any USRPHC, although certain exceptions may apply. Although the General Partner generally will be required to use reasonable best efforts to avoid causing the Partnership to make an initial investment in certain USRPHCs, even if a company in which NEA 14 has made an investment is not a USRPHC at the time of the initial investment, it is possible that such company subsequently could become a USRPHC.

Currency Conversion Issues. Non-US Partners (like other Partners) will be required to make their capital contributions to NEA 14 in U.S. dollars, and any cash distributions made by NEA 14 will be made in U.S. dollars. Profits or losses realized by Non-US Partners on the conversion of other currencies into U.S. dollars, or of U.S. dollars into other currencies will not be reflected in the Partners' capital accounts and will not affect the amounts distributable by NEA 14 to its Non-US Partners.

Other Matters

Basis for Description of Tax Consequences. The description of U.S. tax consequences set forth above is based on the provisions of the Partnership Agreement that the General Partner expects will be adopted, existing provisions of the Code, existing and proposed Treasury Regulations, existing administrative interpretations and court decisions, and certain assumptions. Future legislation, Treasury Regulations, administrative interpretations or court decisions could significantly change these authorities. Any such change could have retroactive application and therefore could apply to transactions that have taken place before such change occurs. In addition, some of the issues discussed above have not been addressed by administrative authorities or resolved by the courts. Accordingly, no assurance can be given that the IRS will not challenge the tax treatment of certain matters discussed herein or, if it does, that it will not be successful. No rulings have been or will be requested from the IRS. Furthermore, any changes in the Partnership Agreement or the operations of NEA 14 could affect the tax consequences described above.

Consultation with Advisors. The description of U.S. tax matters set forth above is not intended as a substitute for careful tax planning. It does not address all of the U.S. federal income tax consequences to investors in NEA 14, and does not address any of the state, local, estate, non-U.S. or other tax consequences of such investment to any investor, except as otherwise specifically provided. Each prospective investor in NEA 14 is solely responsible for all tax consequences to that person or entity of an investment in NEA 14. Each prospective investor is advised to consult its own tax counsel as to the U.S. federal income tax consequences attributable to acquiring, holding and disposing of a limited partner interest in NEA 14 and as to applicable state, local, estate, non-U.S. or other taxes. The effect of existing U.S. tax laws and income tax treaties, the tax laws of other jurisdictions to which an investor may be subject, and possible changes in such laws and treaties (including proposed changes which have not yet been adopted) will vary with the particular circumstances of each investor.

Certain Cayman Islands Tax Considerations

The Government of the Cayman Islands will not, under existing legislation, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the Partnership or the Limited Partners. Interest, dividends and gains payable to the Partnership and all distributions by the Partnership to Limited Partners will be received free of any Cayman Islands income or withholding taxes. When established the Partnership will register as an exempted limited partnership under Cayman Islands law and the Partnership will apply for, and expects to receive, an undertaking from the Governor in Cabinet of the Cayman Islands to the effect that, for a period of 50 years from the date of the undertaking, no law which is enacted in the Cayman Islands imposing any tax to be levied on profits or income or gains or appreciations shall apply to the Partnership or to any Partner thereof in respect of the operations or assets of the Partnership or the interest of a Partner therein; and may further provide that any such taxes or any tax in the nature of estate duty or inheritance tax shall not be payable in respect of the obligations of the Partnership or the interests of the Partners therein. The Cayman Islands are not party to a double tax treaty with any country that is applicable to any payments made to or by the Partnership.

ERISA

The General Partner intends to organize and operate the Partnership so that an investment in the Partnership will be a permissible investment for profit-sharing, pension or other retirement trusts (collectively, "employee benefit plans") subject to ERISA, and "plans" as defined in and subject to Section 4975 of the Code (each such employee benefit plan or plan, an "Employee Plan"). In considering an investment in the Partnership, however, a fiduciary of an Employee Plan should take into account the facts and circumstances of the Employee Plan. In particular, the fiduciary of such a plan must consider whether an investment in the Partnership meets the prudence and diversification requirements of ERISA and is consistent with applicable rules and regulations under ERISA and the Code prohibiting certain transactions between the plan and parties related to the trust, any fiduciary of the plan or the employer that sponsors the plan.

The U.S. Department of Labor (the "DOL") has issued regulations under ERISA (as modified or deemed to be modified by ERISA, the "Plan Asset Regulations"), which provide, generally, that when an employee benefit plan which is subject to ERISA or Section 4975 of the Code invests in an entity such as the Partnership, the plan's assets include both the limited partner interest in the Partnership and an undivided interest in each of the underlying assets of the Partnership, unless (i) the equity participation in the Partnership by benefit plan investors is not "significant", (ii) the Partnership complies with the "venture capital operating company" ("VCOC") exception, or (iii) the Partnership qualifies for another exception under the Plan Asset Regulations. If the underlying assets of the Partnership were to be considered plan assets of an ERISA plan investor, the General Partner would be an ERISA fiduciary and the Partnership would be subject to undesirable ERISA requirements with which the General Partner would find it difficult to comply.

Equity participation in an entity by "benefit plan investors" (as defined in Section 3(42) of ERISA) is significant if, immediately after the most recent acquisition or disposition of any equity interest in the entity, 25% or more of the value (in the aggregate) of any class of equity interests in the entity is held by "benefit plan investors" (the "25% Test"). For purposes of the 25% Test, the term "benefit plan investors" includes Employee Plans and entities or accounts

deemed to hold "plan assets" due to an investment in such entity or account by Employee Plans. Under the 25% Test, the value of any equity interest held by a person (other than a "benefit plan investor") who has discretionary authority or control with respect to the assets of the entity or that provides investment advice for a fee (direct or indirect) with respect to such assets (or an affiliate of such person) is disregarded.

An investment fund may qualify as a VCOC if (i) it has direct contractual rights to substantially participate in or substantially influence the management of operating companies comprising at least 50% of its assets (measured at cost) (the "50% Test") and (ii) in the ordinary course of its business, it actively exercises such management rights with respect to at least one of the operating companies in which it invests. An "operating company" is an entity primarily engaged (either directly or through majority owned subsidiaries) in the production or sale of a product or service, as distinguished from a reinvesting entity. Determination as to whether an entity qualifies as a VCOC is made at the time when an entity makes its first long-term investment and thereafter during a ninety day annual valuation period each year, the first day of which shall begin no later than the anniversary of the Partnership's first long-term investment. An entity must satisfy the 50% Test on at least one day of each such ninety day annual valuation period. Special rules apply to any wind - up of an entity when it enters into its "distribution period" as defined in the Plan Asset Regulations.

If any investor in the Partnership is an Employee Plan, the General Partner will use reasonable best efforts to organize and conduct the affairs of the Partnership so that the assets of the Partnership will not be deemed to be "plan assets" of such investor for purposes of ERISA and the Code.

The General Partner may, under the Partnership Agreement, form one or more special purpose vehicles (each, an "alternative investment vehicle") in order to accommodate the tax, legal, policy or regulatory concerns of any Partner or the Partnership to facilitate participation of one or more Partners in certain portfolio investments or to serve as a "holding company" for certain portfolio investments. It is possible that such an alternative investment vehicle may not qualify as an "operating company" for purposes of the Plan Assets Regulations, and that the assets of such alternative investment vehicle may therefore constitute "plan assets" of those Limited Partners participating in such alternative investment vehicle that are subject to Part 4 of Subtitle B of Title I of ERISA or Section 4975 of the Code. An alternative investment vehicle that holds such "plan assets" will be structured as a conduit vehicle with respect to which the general partner (or similar managing entity) of such alternative investment vehicle does not have any discretionary authority or control with respect to the investment of the assets of such alternative investment vehicle. Each benefit plan investor (A) by making a capital contribution to such an alternative investment vehicle of which the underlying assets are deemed to constitute "plan assets" of such benefit plan investor, will be deemed to direct the general partner (or similar managing entity) of such alternative investment vehicle to invest the amount of such capital contribution in the applicable portfolio company or another alternative investment vehicle and/or pay related costs or obligations with such capital contribution, and (B) acknowledges that during any period when the underlying assets of such an alternative investment vehicle are deemed to constitute "plan assets" under ERISA or Section 4975 of the Code, the general partner (or similar managing entity) of such alternative investment vehicle will act as a custodian with respect to the assets of such benefit plan investor, but is not intended to be a fiduciary with respect to the assets of such benefit plan investor for purposes of ERISA.

Governmental plans (that is, plans established or maintained by a state or political subdivision thereof, or by an agency or instrumentality of either) are generally exempted from ERISA but are subject to their sponsoring state's laws and to certain prohibited transaction rules under Section 503 of the Code.

The General Partner will have the authority to require the involuntary withdrawal of limited partner interests in the Partnership (in whole or in part) where the General Partner determines that such withdrawal is necessary to avoid having the Partnership's assets deemed to be plan assets subject to ERISA or Section 4975 of the Code.

The foregoing discussion of certain ERISA considerations is based on statutory authority and judicial and administrative interpretations as of the date hereof and is designed only to provide a general understanding of the basic issues. Accordingly, this discussion should not be considered legal advice and the trustees and other fiduciaries of each Employee Plan are encouraged to consult their own legal advisors on these matters.

"Benefit plan investors" may be required to report certain compensation paid by the Partnership (or by third parties) to the Partnership's service providers as "reportable indirect compensation" on Schedule C to the Form 5500 Annual Return ("Form 5500"). To the extent any compensation arrangements described herein constitute reportable indirect compensation, any such descriptions are intended to satisfy the disclosure requirements for the alternative reporting option for "eligible indirect compensation," as defined for purposes of Schedule C to the Form 5500.

Securities Act of 1933

The limited partner interests described herein will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemptions for transactions not involving a public offering. Each investor will be required to make certain representations to the Partnership, including that such investor is an "accredited investor" within the meaning of Rule 501(a) under the Securities Act, that it is acquiring an interest in the Partnership for its own account, for investment purposes only and not with a view to its distribution, that it has received or has had access to all information it deems relevant to evaluate the merits and risks of an investment in the Partnership and that it has the ability to bear the economic risk of an investment in the Partnership. The limited partner interests described herein will constitute "restricted securities" under the Securities Act and as such will be subject to certain restrictions on transferability. The limited partner interests may not be transferred or sold unless the interests have been registered under the Securities Act or an exemption from registration is available. It is extremely unlikely that the interests will ever be registered under the Securities Act.

This Memorandum is not a public offering "prospectus" and does not purport to describe or otherwise address all material considerations relating to an investment in the Partnership. Prior to making an investment, offerees and their advisors are invited to ask questions of, and obtain additional information from, the General Partner concerning the interests described herein, the terms and conditions of the offering and any other relevant matters. Such information will be provided to the extent the General Partner possesses such information or can acquire it without unreasonable effort or expense.

Investment Company Act of 1940

The Partnership will not register as an investment company under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"), in reliance upon an available exemption from registration contained in the Investment Company Act. The Partnership will obtain appropriate representations and undertakings from all purchasers of limited partner interests, including restrictions on transfer, to ensure that such purchasers meet the conditions of the exemption. The Partnership will rely on the exemption under Section 3(c)(7) of the Investment Company Act. This means that purchasers of limited partner interests must be "qualified purchasers" within the meaning of Section 2(a)(51) of the Investment Company Act. Information with respect to the requirements for "qualified purchaser" status will be included in the subscription agreement for purchase of interests in the Partnership.

Investment Advisers Act of 1940

Neither the Service Company nor the General Partner is currently registered as an investment adviser under the Advisers Act. By virtue of being exempt from the registration requirements of the Advisers Act, the Service Company and the General Partner are not subject to the performance fee restrictions and certain other restrictions contained in the Advisers Act, and the investors in the Partnership will not be afforded the protections provided under the Advisers Act to clients of advisors that are registered under the Advisers Act. The General Partner or one of its affiliates may in the future register as an investment adviser under the Advisers Act to the extent required under the Advisers Act.

To the maximum extent permitted by applicable law, the General Partner and the Partnership (together with their respective related persons) hereby disclaim any duties, obligations, or status as an advisor, finder, agent, broker or dealer on behalf or in respect of any person in connection with such person's actual or proposed investment in the Partnership.

COMPLIANCE WITH ANTI-MONEY LAUNDERING REQUIREMENTS

In response to increased regulatory requirements with respect to the sources of funds used in investments and other activities, the General Partner may require prospective investors to provide documentation verifying, among other things, such investor's and any of its beneficial owners' identities and source and use of funds used to purchase its interest in the Partnership. The General Partner may decline to accept a subscription if this information is not provided or on the basis of such information that is provided. Requests for documentation and additional information may be made at any time during which an investor holds an interest in the Partnership. The General Partner will take such steps as it determines are necessary to comply with applicable laws, regulations, orders, directives or special measures to implement anti-money laundering laws.

PAY-TO-PLAY LAWS, REGULATIONS AND POLICIES

In light of recent scandals involving money managers, a number of states and municipalities have adopted so-called — pay-to-play laws, regulations or policies which prohibit, restrict or require disclosure of payments to (and/or certain contacts with) state officials by individuals and entities seeking to do business with state or local entities, including investments by public retirement funds. The SEC also has recently adopted rules that, among other things, prohibit an investment adviser from providing advisory services for compensation with respect to a

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government plan investor for two years after the adviser or certain of its executives or employees make a contribution to certain elected officials or candidates. If the General Partner or its employees or affiliates fails to comply with such pay-to-play laws, regulations or policies, such non-compliance could have an adverse affect on the Partnership by, for example, providing the basis for the withdrawal of the affected government plan investor.

LEGAL MATTERS

Proskauer Rose LLP ("Proskauer") serves as U.S. legal counsel to the Partnership and the General Partner in connection with the organization thereof and the offer and sale of Interests. Maples and Calder will ("Maples") serve as Cayman Islands counsel to the Partnership and the General Partner in connection with the organization thereof and the offer and sale of Interests. No independent counsel has been retained (or is expected to be retained) to represent Limited Partners. Prospective investors should consult their own attorneys and advisors concerning an investment in the Partnership. No attorney-client relationship exists between either Proskauer or Maples and any other person solely by such person making an investment in the Partnership.

ACCOUNTING AND REPORTING

PricewaterhouseCoopers LLP or another nationally recognized accounting firm selected by the General Partner will audit the financial statements of the Partnership for each year. The Partnership's annual audited financial statements generally will be distributed to all Partners within 60 days following the close of the year. Quarterly reports of the Partnership's operations will also generally be provided to each Partner within 45 days following the close of a quarter.

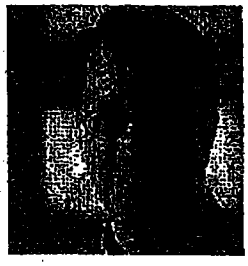
AVAILABILITY OF PRINCIPAL AGREEMENTS

The Partnership Agreement of NEA 14 and the Subscription Agreement for the acquisition of interests should be reviewed carefully for more complete information with respect to the Partnership. Copies of the Partnership Agreement and Subscription Agreement will be made available upon request.

Appendix A – Senior Investment Professionals' Biographies

NEA

General Partners



Peter Barris

Managing General Partner

Investment Focus: Information Technology – EIS and Consumer

Time at NEA: 20 years

Prior Experience: Executive positions at Legent Corporation, UCCEL, and GE

Noted NEA Investments: Groupon (GRPN), UUNET, Amisys, Vonage (VG), CareerBuilder

Education: BS Northwestern, MBA Dartmouth

James Barrett, PhD

General Partner

Investment Focus: Healthcare – Biopharmaceuticals

Time at NEA: 10 years

Prior Experience: Founder, Chairman and CEO of Sensors for Medicine and Science; Chairman and CEO of Genetic Therapy, Inc.; President and CEO of Life Technologies; President and CEO of Bethesda Research Labs

Noted NEA Investments: Inhibitex (INHX), Pharmion, CoGenesys

Education: BS Boston College, MBA University of Santa Clara, PhD University of Tennessee

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Forest Baskett, PhD

General Partner

Investment Focus: Information Technology – EIS and Electronics; Energy Technology

Time at NEA: 13 years

Prior Experience: Executive positions at Silicon Graphics and DEC; Professor at Stanford

Noted NEA Investments: Atheros (QCOM), Audience, Data Domain (EMC), Fusion-io (FIO)

Education: BA Rice University, PhD University of Texas at Austin

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Exhibit 3S.074

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Ryan Drant

General Partner

Investment Focus: Healthcare – Medical Devices, Healthcare Services, Healthcare IT and Specialty Pharmaceuticals

Time at NEA: 15 years

Prior Experience: Alex. Brown & Sons; Arthur Anderson & Co.

Noted NEA Investments: ESP Pharma, FoxHollow Technologies, Proxima Therapeutics

Education: BA Stanford University

Patrick Kerins

General Partner

Investment Focus: Information Technology – EIS and Consumer, especially Digital Media

Time at NEA: 5 years

Prior Experience: Grotech Capital Group; Alex. Brown & Sons; McKinsey & Co.

Noted NEA Investments: BuzzFeed, ChannelAdvisor, Millennial Media, Videology, Spring Wireless

Education: BS Villanova, MBA Harvard

Tony Florence

General Partner

Investment Focus: Information Technology and VGE

Time at NEA: 3 years

Prior Experience: Managing Director at Morgan Stanley

Noted NEA Investments: Diapers.com, Cvent

Education: AB, MBA Dartmouth

Krishna 'Kittu' Kolluri

General Partner

Investment Focus: Information Technology and Energy Technology

Time at NEA: 5 years

Prior Experience: Executive positions at Juniper Networks and NetScreen; President and CEO of Neoteris; Co-founder of Healtheon/WebMD

Noted NEA Investments: Aerohive, Box, The Climate Corporation, OANDA

Education: B.Tech. (M.E.) Indian Institute of Technology, M.S. SUNY

Exhibit 3S.075

David Mott

General Partner

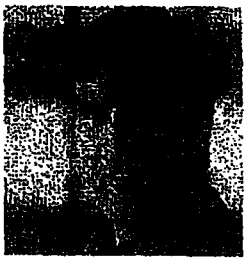
Investment Focus: Healthcare – Biopharmaceuticals

Time at NEA: 3 years

Prior Experience: President & CEO of MedImmune; Founder of MedImmune Ventures

Noted NEA Investments: Omthera, 3-V Biosciences, Ardelyx, Epizyme, TESARO

Education: BA Dartmouth



Scott Sandell

General Partner

Investment Focus: Information Technology – EIS and China

Time at NEA: 16 years

Prior Experience: Product Marketing at Microsoft; start-up experience at C-ATS Software and the early days at Boston Consulting Group

Noted NEA Investments: Bloom Energy, CloudFlare, Data Domain, Fusion-io, Playdom, Salesforce.com, WebEx, Workday

Education: AB Dartmouth, MBA Stanford

Peter Sonsini

General Partner

Investment Focus: Information Technology – EIS

Time at NEA: 6 years

Prior Experience: Executive positions at VMware, Mirapoint and Hewlett-Packard

Noted NEA Investments: Apprenda, Engine Yard, MapR, Tintri

Education: BA Berkeley, MBA Northwestern

Ravi Viswanathan, PhD

General Partner

Investment Focus: Information Technology – EIS and Electronics, Energy Technology, VGE

Time at NEA: 8 years

Prior Experience: Goldman Sachs; McKinsey; Raychem

Noted NEA Investments: TeleAtlas (TOM2), Boku, GlobalLogic, Sunlva, Soraa

Education: BS University of Pennsylvania, PhD UCSB, MBA Wharton

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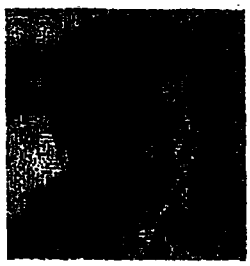
Exhibit 3S.076



Harry Weller

General Partner

Investment Focus: Information Technology – EIS and Consumer, Energy Technology

Time at NEA: 10 years

Prior Experience: U.S. Navy Pilot; large scale systems implementation; regional venture capital investing

Noted NEA Investments: Groupon (GRPN), OPOWER, SourceFire (FIRE), Vonage (VG)

Education: BS Duke University, MBA Harvard

Partners

Rohini Chakravarthy

Partner

Investment Focus: Information Technology – Electronics, EIS and Energy Technology

Time at NEA: 4.5 years

Prior Experience: Investment and acquisition positions at Intel Capital and Cisco Corporate Business Development

Noted NEA Investments: Agni, Aquantia, Enverv, NetCitadel

Education: B.Tech IIT-Madras, MSEE Case Western, MBA MIT-Sloan

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Patrick Chung

Partner

Investment Focus: Information Technology – Consumer and near-seed

Time at NEA: 7 years

Prior Experience: McKinsey & Company; ZEFER

Noted NEA Investments: 23andMe, Lytro, Pulse

Education: A.B. Harvard, M.Sc. Oxford, J.D.-M.B.A. Harvard

Robert Garland, MD

Partner

Investment Focus: Healthcare – Biopharmaceuticals, Medical Devices

Time at NEA: 8 years

Prior Experience: Clinical practice at UCSF; McKinsey & Co.

Noted NEA Investments: 3-V Biosciences, Cardioxyl Pharmaceuticals, Trevena, Inc., Zyngenia

Education: BS Rice University, MD Baylor College, MBA and MPH University of California

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Exhibit 3S.077

Mohamad Makhzoumi

Partner

Investment Focus: Healthcare – Services and IT (also part of India, China and VGE sub-teams)

Time at NEA: 7 years

Prior Experience: UBS Investment Bank; Summit Partners

Noted NEA Investments: Bravo Health, CHG, DSI Renal, Elements Behavioral Health, NephroLife

Education: BA University of Pennsylvania

Ed Mathers

Partner

Investment Focus: Healthcare - Biopharmaceuticals and Specialty Pharma

Time at NEA: 3.5 years

Prior Experience: Senior executive positions at MedImmune, MedImmune Ventures, Nektar Therapeutics, GlaxoSmithKline (GSK)

Noted NEA Investments: Rhythm Pharmaceuticals, Ra, Satori Pharmaceuticals

Education: BS NC State University

Jake Nunn

Partner

Investment Focus: Healthcare – late stage specialty pharmaceuticals, biotechnology and medical devices

Time at NEA: 6 years

Prior Experience: MPM Capital; Franklin Templeton; Alex. Brown & Sons

Noted NEA Investments: Hemosense (Inverness Medical/Alere), Peplin (LEO Pharma), Transcept Pharmaceuticals (TSPT), TriVascular, Dermira

Education: AB Dartmouth, MBA Stanford

Jon Sakoda

Partner

Investment Focus: Information Technology – EIS, Consumer, Energy

Time at NEA: 5 years

Prior Experience: Co-founder of IMlogic (acquired by Symantec); Private Equity at Goldman Sachs

Noted NEA Investments: Blue Jeans Network (support), Hearsay, Lithium (support), OPOWER, ScienceLogic, Spring Wireless (support), Suniva

Education: BA Harvard

Exhibit 3S.078

Paul Walker

Partner

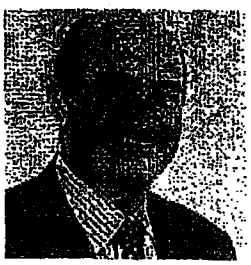
Investment Focus: Late-stage Biotechnology, Life Sciences

Time at NEA: 3 years

Prior Experience: MPM Capital and Franklin Templeton Investments

Noted NEA Investments: TESARO and Sunesis

Education: BS University of California at San Diego



John Nehra

Special Partner

Investment Focus: Healthcare Technology

Time at NEA: 22 years

Prior Experience: Alex. Brown & Sons; Managing General Partner of Catalyst Ventures

Noted NEA Investments: Accelrent, Evalve, Maximed

Education: BA University of Michigan

New Enterprise Associates (Beijing), Ltd.

Xiaodong Jiang

Managing Director and CIO of NEA (Beijing) Ltd.

Investment Focus: China – Consumer; Healthcare and VGE

Time at NEA: 6 years

Prior Experience: ONStor; IBM T.J. Watson Research Center; Consultant at Hitachi

Noted NEA Investments: Hygia, Lianlian Pay, Nexchem, Novast Pharmaceuticals, Redbaby, Shanghui Lighting, Uni-power Group

Education: BS Nanjing University, China and MS University of Illinois

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New Enterprise Associates (India) Pvt. Ltd.

Bala Deshpande

Senior Managing Director, NEA (India) Pvt. Ltd.

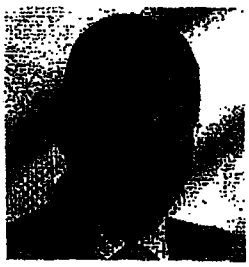
Investment Focus: India – General

Time at NEA: 3 years

Prior Experience: Executive positions at ICICI Venture, Pantaloon Retail, Air Deccan, Nagarjuna Construction, Welspun, Tech Process Solutions, Info Edge

Noted NEA Investments: Financial Software and Systems Private Ltd., inTervo, Nova Medical Centers, Vishwa

Education: MBA, Jamnalal Bajaj, Mumbai



Vamesh Chovatia

Managing Director, NEA (India) Pvt. Ltd.

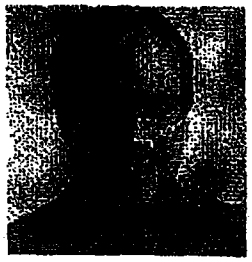
Investment Focus: India - Consumer, Pharmaceuticals & Healthcare Services

Time at NEA: 6 months

Prior Experience: Executive positions at Kotak Private Equity, Enam Financial Consulting, ICICI Securities, Prime Securities and Standard Chartered Bank, Canbank Financial

Education: B.Com; MBA (Symbiosis, Pune)

Senior Administration Team



Louis Citron

Chief Legal Officer

Time at NEA: 11 years

Prior Experience: General Counsel and SVP of ING Mutual Funds; corporate attorney at Kramer Levin

Education: AB Duke University, JD Duke University School of Law, LLM (taxation) New York University School of Law

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Suzanne King

Partner – Head of Marketing, Limited Partner Relations and Fund Raising

Time at NEA: 17 years

Prior Experience: Executive positions at venture-backed startup XcelleNet; Arthur Andersen & Co.

Noted NEA Investments: Guardent, Motricity

Education: BS UNC-Chapel Hill, MBA Northwestern

Tim Schaller

Chief Financial Officer

Time at NEA: 4 years

Prior Experience: CFO at Algenol Biofuels Inc.; Manager at PricewaterhouseCoopers

Education: BA Loyola College of Maryland, Master's Degree Johns Hopkins

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Exhibit 3S.080

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NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$	1,000,000	Contribution Percentage:	(1)	0.039 %
Total Contribution:	$	790,000	Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$	210,000			

Capital Account Detail			Year-to-Date to June 30, 2015	Cumulative from May 4, 2012 (date of inception) to June 30, 2015
Beginning Capital Account Balance	December 31, 2014		$ 788,217	$ –
Capital Contributions		(2)	90,000	790,839
Offering Costs		(3)	–	(84)
Net Operating Income (Expense)		(4)	31	(3,343)
Management Fees		(4)	(3,231)	(29,361)
Net Realized Gain (Loss) on Portfolio Investments		(5)	529	35,668
Deemed Gain (Loss) on Distributions		(6)	–	–
Distributions		(7)	–	(46,176)
Realized Capital Account Balance				747,543
Changes in Net Unrealized Appreciation (Depreciation) of Investments		(8)	103,842	231,845
Transfers			–	
Ending Capital Account Balance	June 30, 2015		$ 979,388	$ 979,388

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

The information in this schedule is subject to the confidentiality provisions of the limited partnership agreement of NEA 14. By receiving this information, the limited partner agrees that the information found within (i) shall be used by such limited partner solely in furtherance of its interests as a limited partner and shall not be used by such limited partner for any other purposes, (ii) shall not, without the prior express written consent of the general partner of NEA 14 be reproduced in any manner for, or disclosed to, any other person, and (iii) shall be retained for only so long as is necessary.

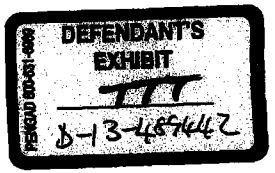

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Exhibit 3T.001

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$	1,000,000	Contribution Percentage:	(1)	0.039 %
Total Contribution:	$	735,000	Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$	265,000			

Capital Account Detail			Year-to-Date to March 31, 2015	Cumulative from May 4, 2012 (date of inception) to March 31, 2015
Beginning Capital Account Balance	December 31, 2014		$ 788,217	$ –
Capital Contributions		(2)	35,000	735,839
Offering Costs		(3)	–	(84)
Net Operating Income (Expense)		(4)	(48)	(3,422)
Management Fees		(4)	(1,331)	(27,461)
Net Realized Gain (Loss) on Portfolio Investments		(5)	27	35,166
Deemed Gain (Loss) on Distributions		(6)	–	–
Distributions		(7)	–	(46,176)
Realized Capital Account Balance				693,862
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	58,218	186,221
Transfers			–	
Ending Capital Account Balance	March 31, 2015		$ 880,083	$ 880,083

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

The information in this schedule is subject to the confidentiality provisions of the limited partnership agreement of NEA 14. By receiving this information, the limited partner agrees that the information found within (i) shall be used by such limited partner solely in furtherance of its interests as a limited partner and shall not be used by such limited partner for any other purposes, (ii) shall not, without the prior express written consent of the general partner of NEA 14 be reproduced in any manner for, or disclosed to, any other person, and (iii) shall be retained for only so long as is necessary.

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Exhibit 3T.002

NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated first to the Special Limited Partner based on relative contribution account balances, then 70% to all other partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocations to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage. The General Partner and the Special Limited Partner do not pay management fees in accordance with the Partnership Agreement.

(2) Capital contributions equivalent to 1.5% of each partner's subscription were called on March 25, 2015 and 3.0% on January 12, 2015. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception; without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, there were no offering costs. The cumulative-to-date period was allocated using the contribution percentages. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees, which compose the net investment income (loss), are allocated using the allocation percentages after consideration of the management fee adjustments specified in the Partnership Agreement. For the cumulative-to-date period covered by this schedule, net investment income (loss) was allocated using a combination of the contribution and allocation percentages and subject to the adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain (loss) on portfolio investments is allocated using the allocation percentages after consideration of special allocations to the General Partner and Special Limited Partner. For the cumulative-to-date period net realized gain (loss) was allocated based on a combination of the contribution and allocation percentages after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date period covered by this schedule, there were no distributions. For the cumulative-to-date period, non-tax distributions were allocated using the contribution percentage. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(8) For the year-to-date period covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using the allocation percentages after consideration of special allocation to the General Partner and Special Limited Partner.

DLK014859

Exhibit 3T.003

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$ 1,000,000		Contribution Percentage:	(1)	0.039 %
Total Contribution:	$ 700,000		Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$ 300,000				

Capital Account Detail			Year-to-Date to December 31, 2014	Cumulative from May 4, 2012 (date of inception) to December 31, 2014
Beginning Capital Account Balance	December 31, 2013		$ 326,245	$ –
Capital Contributions		(2)	400,000	700,839
Offering Costs		(3)	–	(84)
Net Operating Income (Expense)		(4)	(572)	(3,374)
Management Fees		(4)	(8,781)	(26,130)
Net Realized Gain (Loss) on Portfolio Investments		(5)	23,121	35,139
Deemed Gain (Loss) on Distributions		(6)	–	–
Distributions		(7)	(46,176)	(46,176)
Realized Capital Account Balance				660,214
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	89,380	128,003
Transfers			–	
Ending Capital Account Balance	December 31, 2014		$ 788,217	$ 788,217

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

The information in this schedule is subject to the confidentiality provisions of the limited partnership agreement of NEA 14. By receiving this information, the limited partner agrees that the information found within (i) shall be used by such limited partner solely in furtherance of its interests as a limited partner and shall not be used by such limited partner for any other purposes, (ii) shall not, without the prior express written consent of the general partner of NEA 14 be reproduced in any manner for, or disclosed to, any other person, and (iii) shall be retained for only so long as is necessary.

DLK014860

Exhibit 3T.004

NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated first to the Special Limited Partner based on relative contribution account balances, then 70% to all other partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocations to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage. The General Partner and the Special Limited Partner do not pay management fees in accordance with the Partnership Agreement.

(2) Capital contributions equivalent to 2.0% of each partner's subscription were called on February 19, 2014, 3.0% on January 10, 2014, March 25, 2014, July 9, 2014, August 8, 2014 and October 22, 2014; 3.5% on February 26, 2014, April 16, 2014 and August 26, 2014; 5% on June 4, 2014 and 7.5% on December 9, 2014. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, there were no offering costs. The cumulative-to-date period was allocated using the contribution percentages. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees, which compose the net investment income (loss), are allocated using the contribution percentages after consideration of the management fee adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain (loss) on portfolio investments is allocated using a combination of the contribution and allocation percentages after consideration of special allocations to the General Partner and Special Limited Partner. The cumulative-to-date period was allocated using a combination of the contribution and allocation percentages after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date period covered by this schedule, non-tax distributions are allocated using the contribution percentage. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(8) For the year-to-date period covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using the allocation percentages after consideration of special allocation to the General Partner and Special Limited Partner.

DLK014861

Exhibit 3T.005

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$	1,000,000	Contribution Percentage:	(1)	0.039 %
Total Contribution:	$	595,000	Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$	405,000			

Capital Account Detail			Year-to-Date to September 30, 2014	Cumulative from May 4, 2012 (date of inception) to September 30, 2014
Beginning Capital Account Balance	December 31, 2013		$ 326,245	$ –
Capital Contributions		(2)	295,000	595,839
Offering Costs		(3)	–	(84)
Net Operating Income (Expense)		(4)	(532)	(3,334)
Management Fees		(4)	(6,707)	(24,056)
Net Realized Gain (Loss) on Portfolio Investments		(5)	13,303	20,321
Deemed Gain (Loss) on Distributions		(6)	–	–
Distributions		(7)	(40,636)	(40,636)
Realized Capital Account Balance				548,050
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	69,103	107,726
Transfers			–	
Ending Capital Account Balance	September 30, 2014		$ 655,776	$ 655,776

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

The information in this schedule is subject to the confidentiality provisions of the limited partnership agreement of NEA 14. By receiving this information, the limited partner agrees that the information found within (i) shall be used by such limited partner solely in furtherance of its interests as a limited partner and shall not be used by such limited partner for any other purposes, (ii) shall not, without the prior express written consent of the general partner of NEA 14 be reproduced in any manner for, or disclosed to, any other person, and (iii) shall be retained for only so long as is necessary.

NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated first to the Special Limited Partner based on relative contribution account balances, then 70% to all other partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocations to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage. The General Partner and the Special Limited Partner do not pay management fees in accordance with the Partnership Agreement.

(2) Capital contributions equivalent to 2.0% of each partner's subscription were called on February 19, 2014, 3.0% on January 10, 2014, March 25, 2014, July 9, 2014 and August 8, 2014; 3.5% on February 26, 2014, April 16, 2014 and August 26, 2014; 5% on June 4, 2014. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, there were no offering costs. The cumulative-to-date period was allocated using the contribution percentages. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees, which compose the net investment income (loss), are allocated using the contribution percentages after consideration of the management fee adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain (loss) on portfolio investments is allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner. The cumulative-to-date period was allocated using the contribution percentage after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date period covered by this schedule, non-tax distributions are allocated using the contribution percentage. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(8) For the year-to-date period covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using a combination of the contribution and allocation percentages after consideration of special allocation to the General Partner and Special Limited Partner.

DLK014863

Exhibit 3T.007

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$ 1,000,000	Contribution Percentage:	(1)	0.039 %
Total Contribution:	$ 500,000	Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$ 500,000			

Capital Account Detail			Year-to-Date to June 30, 2014	Cumulative from May 4, 2012 (date of inception) to June 30, 2014
Beginning Capital Account Balance	December 31, 2013		$ 326,245	$ —
Capital Contributions		(2)	200,000	500,339
Offering Costs		(3)	—	(84)
Net Operating Income (Expense)		(4)	(467)	(3,269)
Management Fees		(4)	(4,513)	(21,862)
Net Realized Gain (Loss) on Portfolio Investments		(5)	13,265	20,283
Deemed Gain (Loss) on Distributions		(6)	—	—
Distributions		(7)	(20,557)	(20,557)
Realized Capital Account Balance				475,330
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	43,671	82,294
Transfers			—	
Ending Capital Account Balance	June 30, 2014		$ 557,644	$ 557,644

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

The information in this schedule is subject to the confidentiality provisions of the limited partnership agreement of NEA 14. By receiving this information, the limited partner agrees that the information found within (i) shall be used by such limited partner solely in furtherance of its interests as a limited partner and shall not be used by such limited partner for any other purposes, (ii) shall not, without the prior express written consent of the general partner of NEA 14 be reproduced in any manner for, or disclosed to, any other person, and (iii) shall be retained for only so long as is necessary.

DLK014864

Exhibit 3T.008

NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated first to the Special Limited Partner based on relative contribution account balances, then 70% to all other partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocations to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage. The General Partner and the Special Limited Partner do not pay management fees in accordance with the Partnership Agreement.

(2) Capital contributions equivalent to 2.0% of each partner's subscription were called on February 19, 2014, 3.0% on January 10, 2014 and March 25, 2014; 3.5% on February 26, 2014 and April 16, 2014 and 5% on June 4, 2014. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, there were no offering costs. The cumulative-to-date period was allocated using the contribution percentages. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees, which compose the net investment income (loss), are allocated using the contribution percentages after consideration of the management fee adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain (loss) on portfolio investments is allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner. The cumulative-to-date period was allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date period covered by this schedule, non-tax distributions are allocated using the contribution percentage. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(8) For the year-to-date period covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using a combination of the contribution and allocation percentages after consideration of special allocation to the General Partner and Special Limited Partner.

DLK014865

Exhibit 3T.009

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$ 1,000,000	Contribution Percentage:	(1) 0.039 %
Total Contribution:	$ 415,000	Allocation Percentage:	(1) 0.027 %
Remaining Contribution:	$ 585,000		

Capital Account Detail			Year-to-Date to March 31, 2014	Cumulative from May 4, 2012 (date of inception) to March 31, 2014
Beginning Capital Account Balance	December 31, 2013		$ 326,245	$ –
Capital Contributions		(2)	115,000	415,839
Offering Costs		(3)	–	(84)
Net Operating Income (Expense)		(4)	(97)	(2,899)
Management Fees		(4)	(2,688)	(20,037)
Net Realized Gain (Loss) on Portfolio Investments		(5)	49	7,067
Deemed Gain (Loss) on Distributions		(6)	–	–
Distributions		(7)	(20,557)	(20,557)
Realized Capital Account Balance				379,329
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	22,545	61,168
Transfers			–	
Ending Capital Account Balance	March 31, 2014		$ 440,497	$ 440,497

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

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NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated first to the Special Limited Partner based on relative contribution account balances, then 70% to all other partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocations to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage. The General Partner and the Special Limited Partner do not pay management fees in accordance with the Partnership Agreement.

(2) Capital contributions equivalent to 2.0% of each partner's subscription were called on February 19, 2014, 3.0% on January 10, 2014 and March 25, 2014 and 3.5% on February 26, 2014. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, there were no offering costs. The cumulative-to-date period was allocated using the contribution percentages. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees, which compose the net investment income (loss), are allocated using the contribution percentages after consideration of the management fee adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain (loss) on portfolio investments is allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner. The cumulative-to-date period was allocated using the contribution percentage after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date period covered by this schedule, non-tax distributions are allocated using the contribution percentage. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(8) For the year-to-date period covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using a combination of the contribution and allocation percentages after consideration of special allocation to the General Partner and Special Limited Partner.

DLK014867

Exhibit 3T.011

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$	1,000,000	Contribution Percentage:	(1)	0.039 %
Total Contribution:	$	300,000	Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$	700,000			

Capital Account Detail			Year-to-Date to December 31, 2013	Cumulative from May 4, 2012 (date of inception) to December 31, 2013
Beginning Capital Account Balance	December 31, 2012		$ 171,955	$ –
Capital Contributions		(2)	120,000	300,839
Offering Costs		(3)	–	(84)
Net Operating Income (Expense)		(4)	(600)	(2,802)
Management Fees		(4)	(11,094)	(17,349)
Net Realized Gain (Loss) on Portfolio Investments		(5)	7,034	7,018
Deemed Gain (Loss) on Distributions		(6)	–	–
Distributions		(7)	–	–
Realized Capital Account Balance				287,622
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	38,950	38,623
Transfers			–	
Ending Capital Account Balance	December 31, 2013		$ 326,245	$ 326,245

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

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NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated first to the Special Limited Partner based on relative contribution account balances, then 70% to all other partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocations to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage. The General Partner and the Special Limited Partner do not pay management fees in accordance with the Partnership Agreement.

(2) Capital contributions equivalent to 1.5% of each partner's subscription were called on February 19, 2013, July 26, 2013 and October 22,2013; 2.0% on November 19,2013; 2.5% on April 18,2013 and 3% on March 13, 2013. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partnerbased on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, there were no offering costs. The cumulative-to-date period was allocated using the contribution percentages. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees, which compose the net investment income (loss), are allocated using the contribution percentages after consideration of the management fee adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain (loss) on portfolio investments is allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner. The cumulative-to-date period was allocated using the contribution percentage after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions . Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date and cumulative-to-date period covered by this schedule, there were no distributions.

(8) For the year-to-date period covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using a combination of the contribution and allocation percentages after consideration of special allocation to the General Partner and Special Limited Partner.

DLK014869

Exhibit 3T.013

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$	1,000,000	Contribution Percentage:	(1)	0.039 %
Total Contribution:	$	265,000	Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$	735,000			

Capital Account Detail			Year-to-Date to September 30, 2013	Cumulative from May 4, 2012 (date of inception) to September 30, 2013
Beginning Capital Account Balance	December 31, 2012		$ 171,955	$ –
Capital Contributions		(2)	85,000	265,839
Offering Costs		(3)	–	(84)
Net Operating Income (Expense)		(4)	(519)	(2,721)
Management Fees		(4)	(3,112)	(14,367)
Net Realized Gain (Loss) on Portfolio Investments		(5)	(2,446)	(2,462)
Deemed Gain (Loss) on Distributions		(6)	–	–
Distributions		(7)	–	–
Realized Capital Account Balance				246,205
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	28,332	28,005
Transfers			–	
Ending Capital Account Balance	September 30, 2013		$ 274,210	$ 274,210

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

The information in this schedule is subject to the confidentiality provisions of the limited partnership agreement of NEA 14. By receiving this information, the limited partner agrees that the information found within (i) shall be used by such limited partner solely in furtherance of its interests as a limited partner and shall not be used by such limited partner for any other purposes, (ii) shall not, without the prior express written consent of the general partner of NEA 14 be reproduced in any manner for, or disclosed to, any other person, and (iii) shall be retained for only so long as is necessary.

DLK014870

Exhibit 3T.014

NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated first to the Special Limited Partner based on relative contribution account balances, then 70% to all other partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocations to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage. The General Partner and the Special Limited Partner do not pay management fees in accordance with the Partnership Agreement.

(2) Capital contributions equivalent to 1.5% of each partner's subscription were called on February 19, 2013 and July 26, 2013; 2.5% on April 18,2013 and 3% on March 13, 2013. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, there were no offering costs. The cumulative-to-date period was allocated using the contribution percentages. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees, which compose the net investment income (loss), are allocated using the contribution percentages after consideration of the management fee adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain (loss) on portfolio investments is allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner. The cumulative-to-date period was allocated using the contribution percentage after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date and cumulative-to-date period covered by this schedule, there were no distributions.

(8) For the year-to-date period covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using a combination of the contribution and allocation percentages after consideration of special allocation to the General Partner and Special Limited Partner.

DLK014871

Exhibit 3T.015

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$	1,000,000	Contribution Percentage:	(1)	0.039 %
Total Contribution:	$	250,000	Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$	750,000			

Capital Account Detail			Year-to-Date to June 30, 2013	Cumulative from May 4, 2012 (date of inception) to June 30, 2013
Beginning Capital Account Balance	December 31, 2012		$ 171,955	$ –
Capital Contributions		(2)	70,000	250,839
Offering Costs		(3)	–	(84)
Net Operating Income (Expense)		(4)	(409)	(2,611)
Management Fees		(4)	(5,242)	(11,497)
Net Realized Gain (Loss) on Portfolio Investments		(5)	(2,452)	(2,468)
Deemed Gain (Loss) on Distributions		(6)	–	–
Distributions		(7)	–	–
Realized Capital Account Balance				234,179
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	3,987	3,660
Transfers			–	
Ending Capital Account Balance	June 30, 2013		$ 237,839	$ 237,839

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

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NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated first to the Special Limited Partner based on relative contribution account balances, then 70% to all other partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocations to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage. The General Partner and the Special Limited Partner do not pay management fees in accordance with the Partnership Agreement.

(2) Capital contributions equivalent to 1.5% of each partner's subscription were called on February 19, 2013; 2.5% on April 18,2013 and 5% on March 13, 2013. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, there were no offering costs. The cumulative-to-date period was allocated using the contribution percentages. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees which compose the net investment income (loss), are allocated using the contribution percentages after consideration of the management fee adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain/(loss) on portfolio investments is allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner. The cumulative-to-date period was allocated using the contribution percentage after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date and cumulative-to-date period covered by this schedule, there were no distributions.

(8) For the year-to-date period covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner.

DLK014873

Exhibit 3T.017

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$	1,000,000	Contribution Percentage:	(1)	0.039 %
Total Contribution:	$	225,000	Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$	775,000			

Capital Account Detail			Year-to-Date to March 31, 2013	Cumulative from May 4, 2012 (date of inception) to March 31, 2013
Beginning Capital Account Balance	December 31, 2012		$ 171,955	$ --
Capital Contributions		(2)	45,000	225,839
Offering Costs		(3)	--	(84)
Net Operating Income (Expense)		(4)	(147)	(2,349)
Management Fees		(4)	(2,632)	(8,887)
Net Realized Gain (Loss) on Portfolio Investments		(5)	10	(6)
Deemed Gain (Loss) on Distributions		(6)	--	--
Distributions		(7)	--	--
Realized Capital Account Balance				214,513
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	(1,411)	(1,738)
Transfers			--	
Ending Capital Account Balance	March 31, 2013		$ 212,775	$ 212,775

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

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NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated first to the Special Limited Partner based on relative contribution account balances, then 70% to all other partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocations to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage. The General Partner and the Special Limited Partner do not pay management fees in accordance with the Partnership Agreement.

(2) Capital contributions equivalent to 1.5% of each partner's subscription were called on February 19, 2013 and 3% on March 13, 2013. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, there were no offering costs. The cumulative-to-date period was allocated using the contribution percentages. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees, which compose the net investment income (loss), are allocated using the contribution percentages after consideration of the management fee adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain (loss) on portfolio investments is allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner. The cumulative-to-date period was allocated using the contribution percentage after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date and cumulative-to-date period covered by this schedule, there were no distributions.

(8) For the year-to-date period covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using the contribution percentages.

DLK014875

Exhibit 3T.019

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$ 1,000,000	Contribution Percentage:	(1)	0.039 %
Total Contribution:	$ 180,000	Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$ 820,000			

Capital Account Detail			Year-to-Date to December 31, 2012	Cumulative from May 4, 2012 (date of inception) to December 31, 2012
Beginning Capital Account Balance	December 31, 2011		$ –	$ –
Capital Contributions		(2)	180,839	180,839
Offering Costs		(3)	(84)	(84)
Net Operating Income (Expense)		(4)	(2,202)	(2,202)
Management Fees		(4)	(6,255)	(6,255)
Net Realized Gain (Loss) on Portfolio Investments		(5)	(16)	(16)
Deemed Gain (Loss) on Distributions		(6)	–	–
Distributions		(7)	–	–
Realized Capital Account Balance				172,282
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	(327)	(327)
Transfers			–	
Ending Capital Account Balance	December 31, 2012		$ 171,955	$ 171,955

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

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NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated first to the Special Limited Partner based on relative contribution account balances, then 70% to all other partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocations to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage. The General Partner and the Special Limited Partner do not pay management fees in accordance with the Partnership Agreement.

(2) Capital contributions equivalent to 2.0% of each partner's subscription were called on September 18, 2012; October 26, 2012 and November 26, 2012; 3.0% was called on June 19, 2012 and August 31, 2012; 6.0% was called on May 17, 2012 and May 25, 2012 for the second close partners and 9% was called on June 25, 2012 and August 1, 2012 for the third and fourth close partners, respectively. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, the offering costs were allocated using the contribution percentage. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees, which compose the net investment income (loss), are allocated using the contribution percentages after consideration of the management fee adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain (loss) on portfolio investments is allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner. The cumulative-to-date period was allocated using the contribution percentage after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date and cumulative-to-date period covered by this schedule, there were no distributions.

(8) For the year-to-date period covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using the contribution percentages.

DLK014877

Exhibit 3T.021

NEW ENTERPRISE ASSOCIATES 14, L.P.
SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

Dennis Lee Kogod

Total Subscription:	$	1,000,000	Contribution Percentage:	(1)	0.039 %
Total Contribution:	$	140,000	Allocation Percentage:	(1)	0.027 %
Remaining Contribution:	$	860,000			

Capital Account Detail			Year-to-Date to September 30, 2012	Cumulative from May 4, 2012 (date of inception) to September 30, 2012
Beginning Capital Account Balance	December 31, 2011		$ –	$ –
Capital Contributions		(2)	140,839	140,839
Offering Costs		(3)	(31)	(31)
Net Operating Income (Expense)		(4)	(2,113)	(2,113)
Management Fees		(4)	(3,722)	(3,722)
Net Realized Gain (Loss) on Portfolio Investments		(5)	(5)	(5)
Deemed Gain (Loss) on Distributions		(6)	–	–
Distributions		(7)	–	–
Realized Capital Account Balance				134,968
Change in Net Unrealized Appreciation (Depreciation) of Investments		(8)	(210)	(210)
Transfers			–	
Ending Capital Account Balance	September 30, 2012		$ 134,758	$ 134,758

Please refer to the Statement of Assets and Liabilities and the Statement of Operations of the financial statements for the Partnership totals.

Please refer to the footnotes on the last page.

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DLK014878

Exhibit 3T.022

NEW ENTERPRISE ASSOCIATES 14, L.P.

FOOTNOTES TO THE SUPPLEMENTAL SCHEDULE OF CHANGES IN INDIVIDUAL PARTNER'S CAPITAL ACCOUNTS

(1) Generally, net investment losses, net realized gains or losses on portfolio investments and deemed gains or losses on distributions to partners are allocated 70% to all partners based on the respective amounts of their capital contribution account balances and 30% to the General Partner using the Allocation Percentage after consideration of special allocation to the General Partner and Special Limited Partner. However, to the extent that the sum of the cumulative net investment income or loss, the cumulative net realized gain or loss on portfolio investments and the cumulative net deemed gain or loss on distributions is negative, all net investment income or losses, all net realized gains or losses on portfolio investments and all deemed gains or losses on distributions are allocated to the partners based on the respective amounts of their capital contribution account balances using the Contribution Percentage.

(2) Capital contributions equivalent to 2.0% of each partner's subscription was called on September 18, 2012; 3.0% was called on June 19, 2012 and August 31, 2012; 6.0% was called on May 17, 2012 and May 23, 2012 for the second close partners and 9% was called on June 25, 2012 and August 1, 2012 for the third and fourth close partners, respectively. Cumulative capital contributions include the special interest-equivalent contribution made by the additional close partners. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(3) For the year-to-date period covered by this schedule, the offering costs were allocated using the contribution percentage. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(4) For the year-to-date and cumulative-to-date periods covered by this schedule, the net operating income or expense and the management fees, which compose the net investment income (loss), are allocated using the contribution percentages after consideration of the management fee adjustments specified in the Partnership Agreement. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(5) For the year-to-date period covered by this schedule, the net realized gain (loss) on portfolio investments is allocated using the contribution percentages after consideration of special allocations to the General Partner and Special Limited Partner. The cumulative-to-date period was allocated using the contribution percentage after consideration of special allocations to the General Partner and Special Limited Partner. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(6) For the year-to-date and cumulative to date periods covered by this schedule, there were no deemed gains or losses on distributions. Cumulative-to-date totals are presented for each partner based on their current subscription and reported as if that partner had held such subscription since partnership inception, without giving effect to subscription transfers, if any.

(7) For the year-to-date and cumulative-to-date period covered by this schedule, there were no distributions.

(8) For the year-to-date and cumulative-to-date periods covered by this schedule, the change in net unrealized appreciation (depreciation) of investments is allocated using a combination of the contribution and allocation percentages after consideration of special allocations to the General Partner and Special Limited Partner.

DLK014879

Exhibit 3T.023