

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Medley LLC,¹

Debtor.

Chapter 11

Case No. 21-10526 (KBO)

Re: Docket No. 712

**ORDER GRANTING MEDLEY LLC LIQUIDATING TRUST'S MOTION PURSUANT
TO 11 U.S.C. § 105(a) AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019
TO APPROVE SETTLEMENT WITH CERTAIN INSURANCE COMPANIES**

Upon consideration of the Medley LLC Liquidating Trust's motion (the "Motion");² and this Court's having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties identified in the Certificate of Service filed with the Motion, and it appearing that no other or further notice need be provided; and the Court having considered the objections, if any, filed in opposition to the Motion; the Court having determined that the relief sought in the Motion is in the best interests of the Debtor, its creditors, the estate, the Liquidating Trust, and all parties in interest; and the Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceeding had before the Court and after due deliberation and sufficient cause appearing therefore, **IT IS HEREBY ORDERED THAT:**

¹ The Debtor's current mailing address is c/o Medley LLC Liquidating Trust, c/o Saccullo Business Consulting, LLC, 27 Crimson King Drive, Bear, DE 19701.

² Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Motion.



1. Pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, the Motion is GRANTED.

2. The Settlement Agreement attached as **Exhibit 1** hereto is incorporated by reference and made part of this Order as if fully set forth herein.

3. All persons other than the Liquidating Trust are permanently enjoined from invoking, relying on, or otherwise claiming any of the benefits based upon the Notice and Correspondence, with respect to the Policy, including but not limited to seeking any recovery from Underwriters pursuant to the Carveback Rights (defined in Exhibit 1), regardless of the capacity in which they seek those benefits.

4. All persons who have previously notified Underwriters of their receipt of a written demand from the Liquidating Trust for monetary, non-monetary, or injunctive relief (a "Trust Demand") are permanently enjoined from (a) commencing or continuing in any manner any action or other proceeding of any kind against Underwriters based upon, on account of, or in connection with, or with respect to a Trust Demand; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against Underwriters based upon, on account of, or in connection with, or with respect to a Trust Demand; (c) creating, perfecting, or enforcing any encumbrance of any kind against Underwriters based upon, on account of, in connection with, or with respect to a Trust Demand; and (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from Underwriters or against the Policy based upon, on account of, in connection with, or with respect to a Trust Demand.

5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to implementation, interpretation and/or enforcement of this Order.

Dated: September 3rd, 2024
Wilmington, Delaware

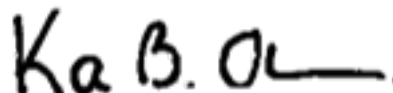

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Settlement Agreement

Execution Copy

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (the "Agreement") is made and entered into by (i) the Medley LLC Liquidating Trust (the "Liquidating Trust"), by and through Saccullo Business Consulting, LLC, as Liquidating Trustee (the "Liquidating Trustee"); and (ii) Certain Underwriters at Lloyds of London, RenaissanceRe Syndicate 1458 and Associated Industries Insurance Company, Inc. Subscribing to Policy No. EFI1203059-00 (together, "Underwriters").¹

I. RECITALS

A. WHEREAS, Medley LLC (the "Debtor") filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), Case No. 21-10526, on March 7, 2021;

B. WHEREAS, the following excess insurance policies were issued to the Debtor's former managing member, Medley Management, Inc. ("MMI"), through Euclid:

- i) Excess Insurance Policy no.: EFI0701412 00 for the policy period of April 30, 2019 to April 30, 2020 (the "'19 Policy");
- ii) Side-A Excess Policy no.: EFI0701412 01 for the policy period of April 30, 2020 to April 30, 2021 (the "'20 Policy"); and
- iii) Side-A Excess Policy no.: EFI1203059-00 for the policy period of April 30, 2021 to April 30, 2022 (the "Policy", collectively with the '19 Policy and the '20 Policy, "Underwriters' Policies").

C. WHEREAS, on October 18, 2021, (i) the Bankruptcy Court entered the *Amended Findings Of Fact, Conclusions Of Law, And Order (I) Approving The Adequacy Of Disclosures On A Final Basis And (II) Confirming The Modified Third Amended Combined Disclosure Statement And Chapter 11 Plan Of Medley LLC* (Docket No. 445) (the "Confirmation Order"), approving the *Modified Third Amended Combined Disclosure Statement and Chapter 11 Plan of Medley LLC* (Docket No. 445-1) (the "Plan") and (ii) the Plan became effective;

D. WHEREAS, on October 18, 2021, the Debtor's assets, including its Causes of Action (as defined in the Plan), automatically vested in the Liquidating Trust, and the Liquidating Trustee was authorized to: (i) marshal and liquidate the Liquidating Trust's assets for distribution under the Plan, (ii) pursue such Causes of Action on behalf of the Liquidating Trust; and (iii) settle such Causes of Action subject to the terms of that certain Liquidating Trust Agreement and Declaration of Trust executed in connection with the Plan and Confirmation Order;

E. WHEREAS, by letter dated January 26, 2022, the Liquidating Trustee (through its counsel Reid Collins ("RC")) provided to Underwriters a notice of circumstances which may

¹ Euclid Financial Institutions Underwriters, LLC ("Euclid") is correspondent for the insurers Certain Underwriters at Lloyds of London, RenaissanceRe Syndicate 1458 and Associated Industries Insurance Company, Inc. subscribing to Policy No. EFI1203059-00 and is included in the term "Underwriters".

Execution Copy

reasonably be expected to give rise to claims against certain officers of the Debtor relating to transactions that occurred on or after April 30, 2019 (the "January Notice");

F. WHEREAS, by letter dated March 25, 2022, the Liquidating Trustee made a demand against certain directors and/or officers of MMI and officers of the Debtor (including Brook Taube, Seth Taube, and Richard Allorto), the terms of which were clarified in correspondence to Douglas Koff, Esq. of Schulte Roth & Zabel, LLP ("SRZ") dated April 4, 2022 (the "Demand");

G. WHEREAS, further information regarding the Demand was set forth by an email dated April 22, 2022 from RC (the "April Email");

H. WHEREAS, by letter dated May 9, 2022, Underwriters generally reserved all rights regarding coverage for this matter under the Policy;

I. WHEREAS, Underwriters participated in a mediation before Jed Melnick on May 25, 2022, with a continued session on June 8, 2022 (the "Mediation") regarding the Demand;

J. WHEREAS, the parties did not resolve the matter at the Mediation;

K. WHEREAS, by letter dated July 26, 2022, Underwriters continued to generally reserve all rights regarding coverage for this matter under the Policy;

L. WHEREAS, letters from RC to SRZ dated July 25, 2022 and August 5, 2022 described the Liquidating Trustee's Causes of Action against the Debtor's former officers based on conduct that occurred on or after April 30, 2019 (the "Post-April 30 Claims"), and the Post-April 30 Claims were set forth in detail in an enclosed draft complaint styled *Medley LLC Liquidating Trust v. Brook Taube, et al.* to be filed in the Court of Chancery of the State of Delaware (the "July & August Letters and Draft Complaint");

M. WHEREAS, the Liquidating Trustee and certain of the officers of the Debtor participated in a mediation before the Hon. Gerald A. Rosen (Ret.) on August 30, 2022 and subsequently agreed to a mediator's proposal to settle the Post-April 30 Claims for \$6.4 million (the "Underlying Settlement"), as set forth in the Settlement Agreement and Release of Post-April 30 Claims entered into on or about February 14, 2023 the ("Post-April 30 Claims Settlement Agreement");

N. WHEREAS, the Bankruptcy Court approved the Post-April 30 Claims Settlement Agreement in a hearing conducted on March 23, 2023;

O. WHEREAS, after the Insureds' request to fund the Underlying Settlement was declined, the Liquidating Trust received certain rights under the Policy pursuant to that certain Assignment and Covenant Not to Sue dated March 23, 2023, between the Liquidating Trust and certain Insureds (the "Assignment")², namely, Brook Taube, Seth Taube and Richard Allorto (the

² The Assignment is annexed as Exhibit M to the Liquidating Trust's Demand for Arbitration and Statement of Claim filed in the Arbitration (defined in Recital Q).

Execution Copy

“Medley D&Os”), pursuant to which the Medley D&Os “convey[ed] and assigned to the Liquidating Trust and its successors and assigns”:

all of their [the Medley D&Os’] right, title, and interest, in and to any claims, causes of action, and contract rights, benefits and privileges they have under those Policies listed under “Tower 2 (D&O)” in Schedule II (the “Tower 2 Policies”) [i.e., including the Policy] to seek and recover payment of the Settlement Payment [i.e., the Underlying Settlement] from the Tower 2 Policies, as well as attorneys’ fees and expenses and costs related to enforcing their right to payment of the Settlement Payment [i.e., the Underlying Settlement] under the Tower 2 Policies and prejudgment and postjudgment interest on the preceding amounts against the insurance companies who issued the Tower 2 Policies (the “Tower 2 Insurers”). The total of the Settlement Payment [i.e., the Underlying Settlement], attorneys’ fees and expenses and costs incurred to obtain the Settlement Payment [i.e., the Underlying Settlement] from the Tower 2 Insurers, and any prejudgment and postjudgment interest awarded on those amounts are collectively referred to herein as the “Denial Damages.”

P. WHEREAS, pursuant to Section 4.2 and footnote 8 of the Assignment, the Medley D&Os retained rights under the Policy to: (i) seek payment or reimbursement of up to \$3.6 million for Loss (as defined in the Policy) unrelated to pursuing the Denial Damages; and (ii) to the extent that the Trustee releases the Tower 2 Insurers for less than \$6,400,000, the Loss equal to whatever aggregate Limits of Liability remain after the Trustee releases the Tower 2 Insurers (collectively, (i) and (ii) shall be referred to as the “Carveback Rights”);

Q. WHEREAS, on September 22, 2023, the Liquidating Trust filed a Demand for Arbitration and Statement of Claim with the American Arbitration Association (AAA Case No. 01-23-0004-1962) (the “Arbitration”), alleging certain causes of action against Underwriters and other insurance companies;

R. WHEREAS, on October 24, 2023, Underwriters filed an Answer in the Arbitration, generally denying liability to the Liquidating Trust and asserting seventeen affirmative defenses to the Liquidating Trust’s claims; and

S. WHEREAS, the Liquidating Trust and Underwriters (together, the “Settling Parties”) wish to avoid the uncertainty, expense, and delay of litigating the causes of action alleged against Underwriters in the Arbitration.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the covenants, promises, and releases set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby

Execution Copy

acknowledged, the Settling Parties hereby agree, on behalf of themselves and any other parties or persons claiming by, through, or under any of the Settling Parties hereto, as follows:

1. **Definitions.**

a. Terms defined in the Policy are used herein with the same meaning unless otherwise defined herein.

b. “Based upon” means “based upon”, “relating to”, “attributable to”, “arising out of”, “in connection with” or “pertaining to”, those terms having ascribed to them their fullest meanings under the law.

c. “Notice and Correspondence” means, the January Notice and any correspondence, draft complaint or filing based upon the January Notice, including but not limited to the following: the Demand, the April Email, the July & August Letters and Draft Complaint, the Settlement Agreement and the Assignment.

2. **Bankruptcy Court Approval.** The Settling Parties acknowledge and agree that this Agreement is expressly conditioned upon, and shall not be deemed effective without, the Bankruptcy Court’s approval.

a. **Approval Order.** The Liquidating Trustee shall use its best efforts to obtain an order of the Bankruptcy Court approving this Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019 (the “Approval Order”). The Liquidating Trustee shall file a motion seeking entry of the Approval Order in the Bankruptcy Court no later than ten (10) business days after the execution of this Agreement.

b. **Bar Order.** The Settling Parties further acknowledge and agree that the Effective Date (defined below) will not occur unless the Approval Order contains the following injunction (the “Bar Order”), which Underwriters have stipulated is an express precondition to their acceptance of and participation in this Agreement:

i. All persons other than the Liquidating Trust are permanently enjoined from invoking, relying on, or otherwise claiming any of the benefits based upon the Notice and Correspondence, with respect to the Policy, including but not limited to seeking any recovery from Underwriters pursuant to the Carveback Rights or similar rights; and

ii. All persons who have previously notified Underwriters of their receipt of a written demand from the Liquidating Trust for monetary, non-monetary, or injunctive relief (a “Trust Demand”) are permanently enjoined from (a) commencing or continuing in any manner any action or other proceeding of any kind against Underwriters based

Execution Copy

upon, on account of, or in connection with, or with respect to a Trust Demand; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against Underwriters based upon, on account of, or in connection with, or with respect to a Trust Demand; (c) creating, perfecting, or enforcing any encumbrance of any kind against Underwriters based upon on account of, or in connection with, or with respect to a Trust Demand; and (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from Underwriters or against the Policy based upon, on account of, or in connection with, or with respect to a Trust Demand.

3. **Effective Date:** This Agreement shall not become effective until the date (the "**Effective Date**") on which all of the following preconditions to settlement have been satisfied:

(a) the Bankruptcy Court has entered the Approval Order containing the Bar Order;

(b) the Approval Order has become a final order because either:

(1) no objection was timely filed to the Liquidating Trustee's motion seeking entry of the Approval Order; or

(2) an objection to entry of the Approval Order was filed and:

(i) no motion for reconsideration regarding the Approval Order has been timely filed within fourteen (14) calendar days after the date of the entry of the Approval Order, as required by Federal Rule of Bankruptcy Procedure 9023;

(ii) no notice of appeal regarding the Approval Order has been timely filed within fourteen (14) calendar days after the date of the entry of the Approval Order, as required by Federal Rule of Bankruptcy Procedure 8002(a); and

(iii) if a notice of appeal or motion for reconsideration of the Approval Order has been timely filed, as required by Federal Rule of Bankruptcy Procedure 9023 or Federal Rule of Bankruptcy Procedure 8002(a), then such appeal or motion has been denied with prejudice and the Approval Order is not subject to further timely appellate review.

And

(c) the Liquidating Trust has provided all payment information reasonably required to facilitate payment of the Settlement Sum (as defined in Section 5 below), including wiring

Execution Copy

instructions³, an executed W9 and any other necessary tax information, and verbal confirmation of the wire instructions by the Liquidating Trustee or his counsel.

4. **Rescission.** If the Bankruptcy Court denies the Liquidating Trustee's motion seeking entry of an Approval Order, or if the Approval Order is reversed on appeal, then: (a) this Agreement shall be deemed void *ab initio* and shall have no legal effect whatsoever; (b) the Settling Parties shall revert, without prejudice to or waiver of any right, to their respective positions immediately prior to the execution of this Agreement; and (c) neither this Agreement nor evidence of its terms shall be admissible for any purpose in any action or proceeding.

5. **Settlement Sum and Payment.** Provided that the Effective Date has occurred, Underwriters agree to pay FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) (the "**Settlement Sum**") in full and final settlement of all of the Liquidating Trust's claims against them. The Settlement Sum shall be remitted by wire transfer to counsel for the Liquidating Trust within twenty-five (25) calendar days of the Effective Date.

6. **Releases.** The releases set forth in this Section 6 will immediately, automatically, and irrevocably become effective and full and final on the date that counsel for the Liquidating Trust receives payment in full of the Settlement Sum from Underwriters (the "**Release Effective Date**"). For the avoidance of doubt, nothing in this Section 6 or elsewhere in this Agreement releases any Settling Party from the obligations contained in this Agreement.

a. **Liquidating Trust Releases.** Upon the Release Effective Date, the Liquidating Trust, on behalf of itself and any person or entity claiming from, through, or under the Liquidating Trust, hereby releases and forever discharges Underwriters, and each of their parents, subsidiaries, affiliates, divisions, holding companies, merged companies, and their predecessors-in-interest, and successors-in-interest, reinsurers, present or former employees, directors, partners, principals, officers, shareholders, agents, representatives, trustees, attorneys, assigns, insurers, and the respective spouses, heirs, predecessors-in-interest, and successors-in-interest of the foregoing (the "**Underwriters Released Parties**")⁴ in such capacity, from any and all past, present, or future claims, causes of action, losses, and liabilities of every nature and description, whether known or unknown, suspected or unsuspected, accrued or not accrued, matured or unmatured, fixed or contingent, direct or indirect, arising in contract, tort, law, equity, common law, under statute, or otherwise, that now exists or has ever existed, that is based upon, in connection with, pertaining to, arising out of, or relating in any way, and/or involving: (i) the Debtor; (ii) the Notice and Correspondence; (iii) the Underlying Settlement; (iv) the Post-April 30 Claims Settlement Agreement; (v) the Assignment; (vi) the Arbitration; (vii) any acts, failures to act, omissions, misrepresentations, statements, misstatements, facts, events, transactions, occurrences or other subject matter set forth, based upon, alleged, embraced, encompassed, or otherwise referred to in the Notice and Correspondence and/or Arbitration and/or which

³ The wiring instructions must include the bank name, street address, city, state and zip code.

⁴ For the avoidance of doubt, Underwriters Released Parties does not include Allianz Global Risks US Insurance Company, Old Republic Professional Liability, Inc., Freedom Specialty Insurance Company, or Endurance American Insurance Company, regardless of whether any of them otherwise meet the definition of "Underwriters Released Parties."

Execution Copy

could have been alleged in therein; and (viii) solely as to the Liquidating Trustee and the Liquidating Trust, Underwriters' Policies (collectively, (i) through (viii) shall be referred to as the "Released Matters"). The foregoing release and discharge shall include without limitation any claim for breach of contract, bad faith, unfair claims handling, violation of a statute or regulation, contribution, subrogation, indemnification and/or any other breach of the Policy with respect to the Released Matters and Underwriters' response to or conduct in connection with any Insured's request or demand for coverage.

b. Underwriters Released Parties Releases. Upon the Release Effective Date, the Underwriters Released Parties hereby release and forever discharge the Liquidating Trustee, the Liquidating Trust, the Debtor, and their subsidiaries, affiliates, divisions, holding companies, merged companies, and their predecessors-in-interest, and successors-in-interest, and present or former employees, directors, partners, principals, officers, shareholders, agents, representatives, trustees, attorneys, assigns, insurers, and the respective spouses, heirs, predecessors-in-interest, and successors-in-interest of the foregoing from any and all past, present, or future claims, causes of action, losses, and liabilities of every nature and description, whether known or unknown, suspected or unsuspected, accrued or not accrued, matured or unmatured, fixed or contingent, direct or indirect, arising in contract, tort, law, equity, common law, under statute, or otherwise, that now exists or has ever existed, that is based upon, in connection with, pertaining to, arising out of, or relating in any way to, and/or involving, the Released Matters or any Insured's communications or conduct in connection with any Insured's request or demand for coverage .

7. Dismissal. Within five (5) business days after the Release Effective Date, the Liquidating Trust will file a Notice of Dismissal in the Arbitration substantially in the form of the enclosed Exhibit A.

8. Notices. Any notices required by this Agreement shall be provided in writing via overnight mail and via email to each of the Settling Parties and in the following manner:

To the Liquidating Trustee:

Eric D. Madden, Esq.
Reid Collins & Tsai LLP
1601 Elm Street, Suite 4200
Dallas, Texas 75201
emadden@reidcollins.com

- and -

James S. Carr, Esq.
Kelley Drye & Warren LLP
3 World Trade Center
175 Greenwich Street
New York, New York 10007
jcarr@kelleydrye.com

Execution Copy

To Underwriters

Ivan Dolowich
Kaufman Dolowich LLP
135 Crossways Park Drive, Suite 201
Woodbury, NY 11797
(516) 681-1100
idolowich@kdvlaw.com

9. Mutual Warranties and Representations. Each Settling Party represents and warrants that: (i) before executing this Agreement, it had the opportunity to consult with its legal counsel and became fully informed of the terms, contents, conditions, and effect of this Agreement; (ii) it entered into this Agreement freely, by its own choice and judgment based on its own determination of the facts and circumstances, and without duress or other influence; (iii) it has not relied on any representation or statement made by any other Settling Party in reaching the settlement set forth in this Agreement; and (iv) no promise of any kind has been made except as is expressly stated in this Agreement.

10. Liquidating Trust Representations and Warranties. The Liquidating Trustee further represents and warrants that (i) this Agreement has been duly and validly authorized, executed and delivered on behalf of the Liquidating Trust, shall constitute the legal, valid and binding obligations of the Liquidating Trust, and shall be enforceable against the Liquidating Trust; (ii) the Liquidating Trustee has complied with all provisions of the Liquidating Trust Agreement and the Plan necessary to validly enter into this Agreement; (iii) the Liquidating Trust has not assigned or otherwise transferred and will not assign or otherwise transfer any claims to be released hereunder at any time; (iv) the Liquidating Trust has not assigned or otherwise transferred and will not assign or otherwise transfer any rights under the Policy or right, title, and interest with respect to the Policy or Underwriters, whether received pursuant to the Assignment or otherwise; (v) the Liquidating Trust has not requested, and will not request, any additional assignment of any rights under Underwriters' Policies from any Insureds thereunder and, except for the Assignment, has not obtained any such assignment; (vi) the Liquidating Trust acknowledges, and will abide by, the Releases and Covenants set forth in Section 6 of the Assignment at all times; and (vii) after the Release Effective Date, the Liquidating Trustee agrees to withdraw any discovery demands, or notices of depositions of any representatives of Underwriters, served prior to the Effective Date.

11. No Admission of Liability. This Agreement is entered into as a good-faith compromise among the Settling Parties for the complete and final settlement of any and all claims, disputes, and causes of action among them. By entering into this Agreement, no Settling Party admits liability to any other Settling Party in any respect (other than the obligations set forth in this Agreement) or makes any admission as to factual or legal contentions relating to the matters settled herein.

12. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Settling Parties, their respective agents, attorneys, executors, guardians, companies, partners,

Execution Copy

members, beneficiaries, managers, directors, officers, employees, heirs, successors and assigns and any individual or entity claiming from, through, or under any of them.

13. **Construction of Agreement.** This Agreement shall be treated as jointly drafted by the Settling Parties and will not be presumptively construed either in favor of or against any Settling Party.

14. **Governing Law and Forum.** In the event any Settling Party seeks to enforce this Agreement, including through a declaratory or similar action or to assert a claim for its breach, each of the Settling Parties hereby expressly consents to the exclusive jurisdiction of the Bankruptcy Court. The Settling Parties agree that the Agreement shall be governed and construed in accordance with the laws of the State of New York.

15. **Fees and Costs.** Each Settling Party shall bear its own fees and costs, including attorneys' fees, with respect to any duties required of such party under this Agreement, as well as any matter involving, referring, or relating to the interpretation and enforcement of this Agreement and the releases herein.

16. **Modification and Counterpart Copies.** This Agreement may be modified only by a written instrument executed by all the Settling Parties. So long as each Settling Party executes this Agreement, a copy of this Agreement, whether signed by one Settling Party or multiple Settling Parties, shall have the same force, effect, and validity as an original Agreement executed by all Settling Parties.

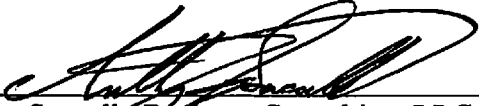
17. **Third-Party Beneficiaries.** This Agreement provides no rights to any third party except to the extent expressly set forth herein.

[Signature page follows]

Execution Copy

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the dates reflected below.

MEDLEY LLC LIQUIDATING TRUST


By: Saccullo Business Consulting, LLC, as Liquidating Trustee
Name: *Anthony M. Saccullo*
Title: *Liquidating Trustee*
Date: *7/16/24*

CERTAIN UNDERWRITERS AT LLOYDS OF LONDON, RENAISSANCERE SYNDICATE 1458 AND ASSOCIATED INDUSTRIES INSURANCE COMPANY, INC. SUBSCRIBING TO POLICY NO. EFI1203059-00

Catherine L. Casavant/s

By:
Name: Catherine L. Casavant
Title: Counsel for Certain Underwriters at Lloyds of London, RenaissanceRe Syndicate 1458
And Associated Industries Insurance Company, Inc. Subscribing to Policy No.
EFI1203059-00
Date: 7/12/24

Execution Copy

Dated: _____, 2024

Respectfully submitted,

REID COLLINS & TSAI LLP

draft

Eric D. Madden (TX Bar No. 24013079)
Brandon V. Lewis (TX Bar No. 24060165)
1601 Elm Street, Suite 4200
Dallas, Texas 75201
T: (214) 420-8900
F: (214) 420-8909
emadden@reidcollins.com
blewis@reidcollins.com

-and-

KELLEY DRYE & WARREN LLP

James S. Carr (NY Bar No. 2179794)
3 World Trade Center
175 Greenwich Street
New York, NY 10007
T: (212) 808-7800
F: (212) 808-7897
jcarr@kelleydrye.com

*Counsel for Claimant
Medley LLC Liquidating Trust*

KAUFMAN DOLOWICH, LLP

draft

Catherine Casavant
25 Main Street, Suite 500
Hackensack, NJ 07601
T: (212) 485-9600
ccasavant@kaufmandolowich.com

Counsel for Respondent Underwriters